

COLLECTIVE AGREEMENT

Between

METROLAND MEDIA GROUP LTD.

- and -



**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA,
LOCAL 87-M**

SOUTHERN ONTARIO NEWSMEDIA GUILD

EDITORIAL EMPLOYEES

Ratified March 22, 2011

December 6, 2010 to December 5, 2013

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Local 87-M History

Pay of \$30 a week for six days of work, arbitrary firings, salary cuts, and ridiculous schedules. That's what brought the Guild to the newsrooms of Toronto in the Dirty Thirties. And since then, SONG has been working hard to get a better deal first for newspaper and now for all media employees.

It seems odd now, but in the 1930's, working Canadians looked south of the border when they wanted strong, dynamic and progressive union representation. For news industry employees, the obvious choice was the American Newspaper Guild, founded in 1933 by a man who was then one of the most well-known columnists in North America, Heywood Broun.

While skilled craft workers such as printers and press operators had long been organized at most major papers, the union idea was new to reporters, editors, advertising sales staff, and circulation and clerical workers.

But a small group of Toronto newsroom workers -- many of them women, who were only a small minority of editorial staffers in those days -- brought the American Newspaper Guild to Canada in September 1936 with the daunting task of organizing the newsrooms of the four Toronto dailies then publishing.

The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root. Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today. The ANG revoked the charter of the Toronto local in 1943.

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom. That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union. The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be

successful, must be representative...it must be democratic..." Those goals continue to motivate this union.

After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience. The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."

The Guild was on its way. By 1953, the newsroom of the Toronto Telegram (a paper which eventually folded in 1971) was under Guild contract, and the Globe and Mail followed two years later. At the same time, other departments at the Star followed the newsroom into the union, so that the Guild soon represented advertising sales staff, circulation employees, delivery drivers and accounting clerks totaling almost 1300 members.

Other early Guild papers in Ontario were the Toronto edition of the Daily Racing Form, and the Brantford Expositor, whose mid-1950s unionization marked the local's first foray outside Toronto.

Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action. The very first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need negotiated. They returned to work with guarantees that all members would get their increases and they did. When the Guild's first major strike came, it was at a small paper, and it was a messy one.

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled very soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies were never found. The union honoured Tate by creating a journalism scholarship in his name. Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87. He later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

Co-operation between the Guild and other newspaper unions was one of the keys to the gains at the Toronto dailies in the 1950s, but the solidarity was strained in the wake of a disastrous strike by the printers (members of the International Typographical Union) in 1964. The printers at all three dailies took a stand against technological change, but Guild members continued working, and the papers continued publishing with the help of strikebreakers. The unionized printers never went back to work.

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cozy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand. The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days. Star

reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

The 1980s saw a shakeup at SONG, as new officers were elected with a mandate to organize more workplaces and take a more aggressive approach to negotiations.

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted. Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

Organizing took off in the early '80s, with the Hamilton Spectator newsroom joining SONG and with the landmark organizing drive at Maclean's magazine, where editorial staff went on strike for two weeks in 1983 and gained their first contract. Maclean's part-time employees joined the union in 2005 and these two groups represent the only unionized operations in the Rogers Publishing empire. The Globe and Mail's outside circulation department and advertising staff also went union.

With those successes, news industry workers saw the benefits of unionization. By the mid-80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

In the late 1980's, two of the largest non-union newsrooms in the province -- the London Free Press and Kitchener-Waterloo Record -- joined SONG. This was followed by organizing at a number of small Thomson-owned papers. Following long and bitter -- but successful -- first-contract strikes at Thomson papers in Guelph and Cambridge, SONG was able to organize employees at Thomson outlets in Belleville, Chatham, Niagara Falls and Midland. Contracts at all these papers made major improvements in wages.

The 1980's also saw a move for the Guild offices to its current home at 1253 Queen St. E., just east of Leslie St. In 1984, SONG purchased the two-storey

former Target air conditioning and heating contractor building for \$170,000. With the rapid expansion of membership and units, the former quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

Despite layoffs and hiring freezes at many papers during the 1990s, SONG's membership continued to grow through organizing.

But throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), and is now Local 87-M of the CEP. The CEP is an all-Canadian union with more than 150,000 members and Canada's largest media union.

The Guild and the Star again did battle in 1992 during a one-month strike over the company's plans to contract-out its delivery department. The strike failed to stop the company's plans, but got a better deal for the laid-off employees.

In 1996, SONG's long-time president, Gail Lem of the Globe and Mail unit, was elected as the CEP's national vice-president of media, the top officer for the CEP's 15,000-strong media section, representing employees in print and broadcast across Canada. She was followed in that post by Peter Murdoch who is a former Hamilton Spectator reporter and SONG representative.

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty

broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario News*media* Guild.

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun. Beginning in January, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer, TelAv and ELC. We now represent about 4,000 workers in all aspects of the media in Ontario and 35 different workplaces. The local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

The local has had, and continues to have, success in supporting its members on these issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time from their careers to work full-time as local president or on local staff. In addition, the local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-today basis.

Look elsewhere on our website, www.song.on.ca, for examples of SONG contracts which set out wages, vacations, hours of work, overtime and many other workplace issues. The site also provides the names of the dedicated local officers and staff who have served this union since its formation.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide machinery for the prompt disposition of grievances and to establish and maintain working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

This Agreement constitutes the entire agreement and complete understanding between the parties and supersedes and replaces all previous agreements and practices both oral and written except where otherwise specifically indicated.

PREAMBLE

This Agreement is made and entered into by and between Metroland Media Group Ltd., hereinafter known as the Employer, and Communications, Energy and Paperworkers Union of Canada, Local 87-M Southern Ontario Newsmedia Guild, hereinafter known as the Union.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all editorial employees of Metroland Media Group Ltd. in the Municipality of Metropolitan Toronto, the Regional Municipalities of Halton, Peel, York and Durham, the Township of West Gwillimbury, all editorial employees at Erin Echo and Rockwood Review, save and except, the Publisher of each newspaper, the Editors in Chief at each of Newmarket/Aurora Era-Banner and Richmond Hill/Thornhill/Vaughan Liberal, Oshawa/Whitby This Week and the Ajax/Pickering News Advertiser, Brampton Guardian and Georgetown Independent/Acton Free Press, Etobicoke Guardian/North York/Scarborough Mirrors, Markham Economist & Sun/Stouffville Tribune, the Director of Editorial at the Mississauga News, the Editors at the Ajax/Pickering News Advertiser, Burlington Post, Brampton Guardian, Georgetown Independent/ Acton Free Press, Markham Economist and Sun, Stouffville Tribune, Milton Canadian Champion, Oakville Beaver, Oshawa/Whitby This Week, Richmond Hill/Thornhill/Vaughan Liberal, Today's Seniors, the Managing Editors at the Era-Banner/Newmarket, Scarborough/North York Mirrors, Etobicoke Guardian, Mississauga News, the Associate Editor at the

Oakville Beaver, the News Editor at the Burlington Post, and persons who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act.

In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the person accordingly.

ARTICLE 2 - DEFINITIONS

2.01 "Employee" shall include such persons coming within the scope of the bargaining unit described in Article 1.

2.01(A) For the purpose of this Agreement, employees shall be placed into one of the following categories:

1. Full-time: an employee who is regularly scheduled to work thirty-five (35) hours per week.
2. Part-time: an employee who is regularly scheduled to work 80% or less of the normal workweek.
3. Temporary: an employee who is employed to:
 - i) cover any absences arising from this Agreement;
 - ii) students employed for the period May 1st to September 30th each year;
 - iii) work on special projects or on new products for a maximum of six (6) months in any twelve (12) consecutive months in each classification at each location;
 - iv) fill in during temporary increases in workload for a maximum of three (3) months in any twelve (12) consecutive months in each classification at each location.

2.02 For the purposes of interpretation of this Agreement, wherever the singular is used in this Agreement it shall be considered as if the plural has been used where the context of the Agreement so requires.

- 2.03 "Steward" is a member of the bargaining unit who has been duly accredited in writing to the Employer to represent an employee and the Union.
- 2.04 "Arbitration Board" shall include a single arbitrator selected by the Employer and the Union.

ARTICLE 3 - RELATIONSHIP

- 3.01 Union Membership:** Every employee who is a member of the Union as of the Date of Ratification of this Agreement or who becomes a member of the Union thereafter shall maintain his/her membership in good standing in the Union for the duration of this Agreement as a condition of continued employment.

Every employee hired after the Ratification of the Agreement shall within three (3) months after the commencement of his/her employment apply for and be accepted and thereafter maintain his/her membership in good standing in the Union for the duration of this Agreement as a condition of continued employment.

The Union agrees that it will retain in membership any employee subject to the Constitution and Bylaws of the Union and further agrees that an employee shall not be discharged in the application of this provision except for non-payment of dues.

- 3.02 Deduction of Dues:** The Employer shall deduct weekly from the weekly earnings of each employee whose position is covered by this Agreement, and shall pay to the Union not later than the 15th day of each month following such deductions, all regular Union dues. Such Union dues shall be deducted from the employee's earnings in accordance with the Union's schedule of dues rates furnished to the Employer by the Union provided that prior to implementation of a new dues schedule the Union will inform the employees of the change. No more than one (1) change in the monthly dues deduction every three (3) months will be required.

The Employer shall deduct Union special assessments from the earnings of employees except those who are not members of the Union.

- 3.03 **No Discrimination:** The Employer and Union agree that no employee will be discriminated against because of race, creed, sex, age, colour, national origin, marital or parental status, handicap or sexual orientation.
- 3.04 The Employer and the Union, for itself and its members, agree that no employee shall be discriminated against, intimidated, coerced or interfered with on grounds prohibited under the Human Rights Code, 1981 or because of his/her membership or non-membership in the Union or refusal to participate in its activities.
- 3.05 The Union shall indemnify the Employer and hold it harmless against all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 3.06 **Information:** The Employer shall supply the Union with the following information upon ratification for each employee and within one (1) month of hiring new employees:
- a) name;
 - b) date of commencing employment;
 - c) classification, status;
 - d) rate of pay;
 - e) experience rating and experience anniversary date.

Once a month, the Employer shall notify the Union in writing of:

- a) changes in any employee's rate of pay and the effective date;
- b) changes in any employee's classification or status and the effective date; and
- c) resignations, retirements, deaths or unpaid leaves of absence in excess of five (5) working days.

The Employer will include Union dues deductions on T4 slips annually.

3.07 **Temporary Employees:** Temporary employees will be covered by all provisions of this Agreement except where specifically provided otherwise in this Agreement. The following sections of this Agreement are excluded for temporary employees:

Articles 3.09, 3.10, 3.10(A), 3.10(B), 3.11; Article 9 (save and except 9.01, 9.03); Article 11 (save and except 11.05(B)); Article 12 (save and except 12.01, 12.03(a) first, second, and third paragraphs, 12.03(b)); Article 13 (save and except 13.02, 13.05), 14.03(C), 14.07, 14.09, 16.04, 16.06; Article 17 (save and except 17.04, 17.09, 17.10); Article 18 (save and except 18.05, 18.06); Schedule (A); Schedule (B).

Notwithstanding the above paragraph, Articles 9.02 and 9.04 shall not be excluded for temporary employees who are being discharged or who have completed three (3) months of continuous service.

A temporary employee shall be paid on an hourly basis equivalent to the weekly salary provided for the employee's classification and experience.

Acceptance by the Editor for publication of any work done by temporary employees outside of regularly scheduled hours shall be deemed work and shall be paid for at the straight time rate or at the overtime rate when the total hours worked in the week exceed the normal full-time weekly hours.

3.08 Except for laid-off employees who accept recall to temporary positions, temporary employees shall not establish seniority under this Agreement.

When a person who was a temporary employee has been hired for a regular position which was posted before the end of their temporary employment, the employee shall be credited with seniority for the period of their continuous temporary employment.

3.09 **Part-time employees** will be covered by all provisions of this Agreement except where specifically provided otherwise in this Agreement. The following sections of this Agreement are excluded for part-time employees:

Articles 14.03(C), 16.04, 16.06; Article 17 (save and except 17.04, 17.09, 17.10); Article 18 (save and except 18.05, 18.06).

Part-time employees will be paid on an hourly basis equivalent to the weekly salary provided for the employee's classification and experience.

A part-time employee shall advance on the salary grid according to the actual hours worked.

Acceptance by the Editor for publication of any work done by part-time employees outside of regularly scheduled hours shall be deemed work and shall be paid for at the straight time rate or at the overtime rate when the total hours worked in the week exceed the normal full-time weekly hours.

For the purpose of covering absences arising from this Agreement, part-time employees may work as temporary employees without affecting their part-time status.

3.10 If benefits are requested by the part-time employee, the Employer will share in the cost of benefits as provided in 3.10(A) for part-time employees regularly scheduled to work twenty (20) hours or more per week.

3.10(A) Benefits covered will include the following:

Dental: Employer pays 50%

Major Medical: Employer pays 50%

Life Insurance: Employer pays for \$7,500 of coverage (no cost to employees)

Sick Leave: Up to fifteen (15) weeks.

Employees who report sick on a scheduled working day will be paid for that scheduled working day as follows:

A weekly average of regular hours worked in the previous thirteen (13) weeks divided by five (5).

3.10(B) Employees who request the above benefits will remain on these benefits until the end of the calendar year, and will remain on these benefits for the next calendar year if they are regularly scheduled for

twenty (20) hours or more for four (4) weeks out of the last seven (7) weeks in the calendar year.

- 3.11 A part-time employee who is regularly scheduled to work less than twenty (20) hours per week shall not be covered by the provisions of 3.10(A).

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The right to hire, assign duties, retire (subject to applicable legislation), promote, classify, lay-off, recall, demote, transfer, discharge or discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

Management acknowledges that it shall exercise its rights in a manner that is fair and reasonable and consistent with the terms of this Agreement.

ARTICLE 5 - NO STRIKE OR LOCK-OUT

- 5.01 It is understood and agreed that there is to be no strike or lock-out during the lifetime of this Agreement, the definition of strike and lock-out as described in the Ontario Labour Relations Act.

ARTICLE 6 - STEWARDS AND UNION COMMITTEE

- 6.01 One (1) steward and one (1) alternate at each newspaper with ten (10) or fewer employees (as defined in Article 1) and two (2) stewards and one (1) alternate at each newspaper with more than ten (10) employees will be recognized as Union representatives in the editorial department at the newspaper. However, the Steward's and Alternate's union duties will not unduly interfere with the normal routine of work except where otherwise specified in this Agreement.

- 6.02 The Union shall notify the Employer in writing of the names of the stewards and alternates before they will be recognized by the Employer.
- 6.03 In order to facilitate the handling of grievances, a Union steward shall be entitled to leave his/her work station during working hours without loss of pay provided that:
- a) he/she has obtained the prior consent of his/her immediate supervisor, which shall not be unreasonably denied; and
 - b) the time is devoted to the prompt handling of grievances.
- 6.04 **Bargaining Committee:** The Union shall form a committee for the purpose of negotiating a renewal of this Collective Agreement. Employees who are members of this committee (no more than one (1) from a location, except that where the unit chairperson works at a location with more than five (5) bargaining unit employees an additional employee from that location is allowed) shall be allowed reasonable time off without pay in order to attend negotiating meetings with the Employer.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The parties agree that their interests are best served by the speedy resolution of grievances. To this end, should any differences arise as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, the following procedure for instituting a grievance may be invoked by an individual employee, by a number of employees jointly claiming the same grievance, by the Union or by the Employer.
- 7.02 If an employee has a complaint, he/she must first give opportunity to his/her immediate supervisor to discuss and resolve the complaint before a grievance is filed.
- 7.03 Grievances shall be dealt with in the following manner:
- Step 1:** An employee having a grievance or a designated member of a group having a grievance shall, within twenty (20) days of the date

on which the cause of the grievance occurred or ought reasonably to have been known to the grievor(s), take up the grievance, which will be in writing, with the immediate supervisor outside the scope of the bargaining unit. The supervisor will render his/her decision in writing within five (5) days of the receipt of the grievance.

An employee has the right to have a steward, or his/her alternate, present at any grievance meeting and, where requested, the supervisor shall send for the steward without undue delay. Failing satisfactory settlement of the grievance at Step 1, then;

Step 2: The Union shall designate a committee of not more than two (2) employees and the Union representative to take up with the Publisher and/or his/her representative, any grievance not resolved in Step 1.

The Union grievance committee may refer the grievance to the Publisher, in writing, within ten (10) working days following the receipt of the reply of the supervisor in Step 1. The grievor, the Union grievance committee and the Publisher and/or his/her representative shall meet within five (5) days of receipt of the grievance at Step 2. The Publisher or his/her representative shall render his/her decision in writing to the Union grievance committee not later than five (5) days following the Step 2 meeting.

- 7.04 All Step 2 written grievances shall contain only one (1) grievance, identify the clause(s) allegedly violated, the persons involved, the date on which the alleged grievance occurred and the relief sought.
- 7.05 No grievance may be processed to arbitration unless the requirements of 7.02, 7.03, and 7.04 have been completed.
- 7.06 Any difference arising directly between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party within twenty (20) days following the date on which the grievance occurred or ought reasonably to have been known to the grievor. The parties shall meet as described in Step 2 within ten (10) days following receipt of the grievance and a decision given in writing to the aggrieved party not more than ten (10) days following the meeting. Union grievances that pertain to a particular newspaper will be submitted in writing, as outlined above, to the Publisher of that

newspaper. In all other instances, Union grievances will be submitted, as outlined above, to the Director of Human Resources. Employer grievances will be submitted to the Local Representative of the Union.

It is agreed that all grievances affecting only one (1) member of the bargaining unit will be discussed first with that employee's immediate supervisor (outside the scope of the bargaining unit). All other grievances may be submitted at Step 2.

- 7.07 In the event a grievance has not been satisfactorily settled under the foregoing grievance procedure, the matter shall then, by notice in writing given to the other party within forty (40) days of the date of the decision of the Publisher or his/her designate, or either party in the case of a Union or Employer grievance, be referred to arbitration as hereinafter provided. If the grievance is not referred to arbitration within the said forty (40) day period, the grievance will be deemed to have been abandoned.
- 7.08 Time limits in this Article may be extended by mutual agreement.
- 7.09 Should a decision on a grievance not be rendered within the time limits provided for above, the grieving party may move the matter to the next step of the above procedure.

ARTICLE 8 - ARBITRATION

- 8.01 All references to Arbitration shall be to an Arbitration Board unless the parties agree to have the matter heard by a single Arbitrator. The referral to Arbitration shall include a list of names for a single Arbitrator or the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall within ten (10) days notify the other party in writing of their acceptance of one (1) of the proposed arbitrators, or submit their own list of single arbitrators or, in the case of establishing an Arbitration Board, submit their nominee to the Arbitration Board.

The parties shall endeavour within ten (10) days to agree upon a single arbitrator or, in the case of an Arbitration Board, the nominees shall endeavour to agree on a Chairperson for the Arbitration Board and where a single arbitrator or Chairperson cannot be agreed to, the

Minister of Labour for the Province of Ontario will be asked to appoint same.

No person may act as an arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

Authority of Arbitration Board: It is understood and agreed that the Arbitration Board or single Arbitrator shall have authority only to decide disputes under the terms of this Agreement. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.

- 8.02 Each party shall bear the expense of its nominee, if used, and will jointly share the expenses of the Chairperson or single Arbitrator.
- 8.03 Time limits in this Article may be extended by mutual agreement.
- 8.04 The Union agrees that whenever possible they will provide the Employer with one (1) week's notice of the required attendance of any employee witnesses (other than the grievor and/or steward) at an arbitration hearing in order to allow for adequate planning and re-organizing of work schedules.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01 No employee shall be discharged or disciplined except for just cause.

Probationary employees may be terminated at the reasonable discretion of the Employer provided that its discretion is not exercised arbitrarily, in a discriminatory manner or in bad faith. This shall constitute a lesser standard than the just cause standard for discharge for such an employee for the purpose of Section 43.1 of the Ontario Labour Relations Act.

- 9.02 The Employer shall, as soon as possible, inform an employee in writing of the reasons for disciplinary action taken against him/her.

An employee shall be entitled to a copy of any criticism, commendation, appraisal or rating of such employee's performance in his/her job that is placed in his/her file, and on an annual basis to read his/her personal file and have corrected any confirmed error of fact therein.

During a grievance concerning an employee, the employee or the Union (with the written consent of the individual concerned) may, upon request, read and be provided copies of material in the employee's personnel files.

- 9.03 If an employee believes he/she has been discharged contrary to the provisions of 9.01 above, he/she may file a written grievance with the Publisher within twenty (20) days after he/she has received notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

- 9.04 The Employer shall advise the employee that he/she has the right to have a steward present at any disciplinary meeting, at the outset of such meeting.

- 9.05 It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 24 months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed 30 months from the date of issue.

In the application of the above language, the time limit provisions will not apply should further discipline be imposed within the referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the company's disciplinary rules. The Employer agrees not to use such reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 10 - HEALTH & SAFETY

- 10.01 The Employer and the Union agree to cooperate with the object to maintain a healthy and safe work environment. In order to accomplish this, the parties agree to establish a joint Health & Safety Committee at each newspaper division. The Committee will meet every three (3) months and shall be afforded such time off as is necessary to transact activities within the scope of the Committee and shall suffer no loss of pay.
- 10.02 The Employer agrees to furnish a clean, healthful, properly heated and lighted environment for the performance of all work.
- 10.03 The Employer shall keep a record of chemicals at each workplace currently and hereafter in use. If requested, such information shall be provided to the Union and local fire department.
- 10.04 Where an employee has a concern about radiation in the workplace, the concern will be investigated and, if required, measurements will be taken and necessary corrective action will be taken.
- 10.05 A pregnant employee who normally works on VDTs shall, upon request, be re-assigned to work that does not involve the use of VDTs when such work is available and providing the employee is competent to perform the work. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and shall be granted an early leave of absence without pay and benefits.

ARTICLE 11 - PROBATIONARY PERIOD, SENIORITY AND STAFF REDUCTION

- 11.01 **Probationary Period:** Each new employee shall be on probation until he/she has completed three (3) months of continuous service with the Employer or, in the case of part-time employees, six (6) months of continuous service or five hundred and twenty (520) hours, whichever comes first. Continuous service shall begin on the first work day of the probationary period.
- 11.02 **Seniority List:** Seniority means length of continuous employment with the Employer. Upon the signing of this Agreement, the Employer

will post and furnish the Union with a copy of a list of full-time employees showing their seniority.

The Employer will also post and furnish the Union with a copy of a list of part-time employees showing their seniority based on number of hours worked since January 1, 1985. It is agreed that employees who commenced part-time employment with the Employer prior to January 1, 1985 shall be credited with 1,000 hours for each year or portion of a year worked. Revised copies of both lists will be posted and supplied to the Union in the month of January each year.

If a part-time employee becomes a full-time employee, he/she will receive seniority credit based on the number of hours worked since the most recent date of employment.

No objection may be taken by the Union unless notice of objection to the list is given by the Union to the Employer within six (6) months after the Union has been furnished with the seniority list in which the questioned item first appeared.

No objection to the list may be taken by any employee unless notice of objection is given by such employee to the Employer within six (6) months after the seniority list in which the questioned item first appeared.

11.03 Termination of Service: An employee's continuity of service shall be broken, his/her seniority lost, and his/her employment terminated when:

- a) an employee retires, resigns or is discharged (and the discharge is not reversed through the grievance or arbitration procedure);
- b) an employee fails to report to work at the termination of a leave of absence within three (3) working days and fails to provide a satisfactory reason or the employee fails to report for work in accordance with Article 11.07 following recall from layoff without providing a satisfactory reason;
- c) an employee is laid off for more than two (2) years;
- d) an employee is absent from work for two (2) consecutive days without providing a satisfactory reason.

- 11.04 **Notice of Termination:** Every employee shall give at least two (2) weeks' notice of termination of his/her employment. Except in cases of dismissal for cause or of termination during the probationary period, when the Employer terminates the employment of an employee the Employer will give notice in writing to the employee in accordance with the terms of the Employment Standards Act, provided however, the Employer will be at liberty to relieve the terminated employee of the obligation to report to work and perform services in consideration for his/her compensation.
- 11.05 **Staff Reduction:** Whenever the Employer decides it is necessary to reduce staff at one (1) or more of its locations, employees will be laid off in reverse order of seniority by classification at each location affected, provided that those employees remaining are qualified to perform the work required.
- 11.05(A) Except in cases where more than two (2) weeks' notice is required by the Employment Standards Act, there shall be two (2) weeks' notice to the affected employees of any layoffs. The Employer will provide the Union with two (2) weeks' notice of the layoff and the names of the employees affected.
- 11.05(B) In the event of a layoff, the layoff in each classification will proceed in the following order: temporary employees, part-time employees, full-time employees.
- 11.05(C) If there is a layoff, the employee(s) affected may choose, in order of seniority, within two (2) weeks of such notice, to bump the employee(s) with the least seniority within their regional division (e.g. York Region). Where there is no employee with less seniority within the region, then the laid-off employee(s) may elect to bump the employee(s) at the bottom of the chain wide seniority list. Employees may choose to bump either those with the least seniority in the same classification, or those with the least seniority in a classification in which they have had prior permanent work experience and are competent to perform the work. The parties agree that the Mississauga News will be considered part of the North Peel Region for purposes of this Article.
- 11.06 Laid off employees, or those who bumped into lower classifications, shall be placed on a recall list for two (2) years in order of seniority and classification and the Employer shall fill vacancies according to

that list. A full-time employee shall be recalled to a full-time or a temporary position in the classification from which he/she was laid off, provided the term of the temporary position is at least three (3) months. A full-time employee may be recalled to part-time or temporary positions of less than three (3) months' duration, however, he/she may refuse such a recall without his/her recall rights being affected.

A part-time employee shall be recalled to a part-time position in the classification from which he/she was laid off.

11.06(A) An employee on the recall list who accepts recall to a temporary position shall not have the time spent working at the temporary position counted when calculating the time the employee is on the recall list.

11.07 Notice of recall shall be sent to the individual by registered mail to the last known address in the Employer's records. A copy of the notice shall be forwarded at the same time to the Union by registered mail. Recalled employees shall have nine (9) calendar days (excluding Saturdays, Sundays and holidays) after the date of registration of the notice of recall to respond and shall be given an additional two (2) weeks to report to work.

11.08 Refusal to accept a job offer (except where provided in 11.06 and below) in a classification from which the employee was laid off or failure to respond within nine (9) calendar days (excluding Saturdays, Sundays and holidays) after the date of registration of the notice of recall shall result in the employee being dropped from the recall list.

An employee shall have the right to refuse recall to a position in another location which is more than sixty (60) km from the location from which he/she was laid off.

11.09 During a layoff, seniority will be frozen. If the employee is recalled to regular employment within two (2) years, seniority will be restored at the frozen level.

11.10 An employee on lay off shall have the option of having his/her benefits continued during the period of layoff up to twelve (12) months providing the employee pays the full cost of premiums.

- 11.11 Employees who choose not to bump may elect to take severance pay.
- 11.12 **Severance Pay:** Severance pay at the rate of one (1) week's wage for six (6) months of continuous service (or major fraction thereof) with the Employer, with a maximum of fifty-two (52) weeks' wages, shall be paid to employees on loss of situation due to a staff reduction. In addition, employees so dismissed shall receive a once-in-a-lifetime lump sum payment equal to two (2) weeks' wages. One (1) week's pay shall be defined as straight time pay for a normal work week.
- 11.13 If an employee is recalled after the payment of severance pay, and before the expiry of the number of weeks so paid for, the balance of severance pay shall be refunded to the Employer.
- 11.14 An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service, the amount of continuous service used to determine the amount of the severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay. It is understood that if a recalled employee re-pays some or all of his/her severance pay at the time of recall, then the continuous service represented by that repayment will count in future severance calculations.
- 11.15 The parties recognize that the use of freelance contributors is an integral part of the community newspaper industry and forms part of the Employer's past practice. In continuing its past practice, the Employer may, at its discretion, increase the use of freelancers. However, the use shall not be increased at a specific newspaper so as to directly result in the layoff of a regular employee at that newspaper.

ARTICLE 12 - TRANSFER AND PROMOTION

- 12.01 **Transfer:** No employee will be arbitrarily transferred to another location.
- 12.02 **Temporary Promotion:** An employee temporarily promoted to a higher classification to fill in for an absent employee for one (1) shift or

longer, shall receive the next higher rate of pay in the higher classification. During these periods of one (1) day or more, one (1) person shall be assigned the temporary promotion.

Employees who are temporarily transferred to a position outside the bargaining unit shall be credited with their full seniority on their return.

An employee temporarily promoted for three (3) months or more to a higher classification shall receive credit on the salary grid for the period of the temporary promotion if he/she is subsequently promoted permanently to the higher classification.

12.03 **Job Posting**

- a) All jobs will be available on the company website. The employer will send postings of vacant positions within the bargaining unit by email to all employees. For a period of ten (10) days the Employer agrees to receive written applications or consider applications on file (received within the previous six (6) months) at the location where the vacancy exists from employees desirous of being considered for the vacancy. At the same time, the Employer shall also send a copy of the posting to the Union. Temporary vacancies of less than three (3) months' duration need not be posted.

All applicants for the vacant position will be interviewed. The successful candidate for the vacant position shall be selected on the basis of qualification, abilities and seniority.

An unsuccessful candidate who so requests shall be given a written explanation as to why he/she was not successful.

If the candidate selected proves himself/herself satisfactory to perform the duties of the vacant position and completes a trial period of ninety (90) days, he/she shall then be confirmed in that position.

During the trial period, an employee who is promoted shall receive at least the minimum in the new classification that is higher than the salary in the lower classification.

If, in the opinion of the Employer, the candidate selected does not prove satisfactory during the trial period, or if the employee during the first six (6) weeks decides he/she is not suitable for the position, the Employer will find him/her a position and salary comparable to that held previously.

In the event an employee returns or is returned to his/her former position, other employees who have been promoted or transferred shall be returned to their former position or a comparable position.

b) Location of residence shall not be a condition of employment.

12.04 All time spent in trial periods after promotion, movement to a position at a different newspaper, or movement to a different classification shall be considered continuous service.

12.05 An employee who accepts a position in a lower classification shall be placed at the appropriate salary grid rate for that classification that recognizes his/her work experience.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Upon application, leaves of absence of up to twelve (12) months, without pay and benefits, shall be granted by the Employer for good and sufficient cause, providing that such leave can be arranged without interference with the efficient operation of the newspaper. Where possible, all leaves must be requested in writing no less than thirty (30) days before commencement of the leave. Where an employee requires emergency leave for personal or family reasons, the employee will give as much notice to the employer as reasonably possible in the circumstances.

It is understood that leave will be granted for professional or educational reasons for a period up to one year provided that three (3) months notice is provided to the company and the employee requesting the leave has no less than seven (7) years service with the company.

It is understood that leave will be granted for parental care of a newborn or newly adopted child for up to a year, inclusive of all statutory entitlements to pregnancy and parental leaves.

Employees on leave under this clause shall have their benefits continued if they pay the full cost of the premiums.

13.01(A) An employee who is absent on an approved leave, provided for in this Article, in excess of one (1) month, shall not lose his/her seniority rights and seniority shall continue to accrue to the employee during pregnancy or parental leave of absence and during the first three (3) months of any other defined period of absence. However, such time absent, except pregnancy/ parental leave of absence, shall not be considered service time in the computation of benefits dependent upon length of service, i.e. vacation and anniversary increases. Continuous service and credited service for the purpose of the Pension Plan shall be calculated in accordance with the provisions of the Pension Plan.

13.02 Bereavement Leave:

1. A regular employee will be granted up to five (5) scheduled working days' leave of absence with pay, in the event of the death of spouse, children, father or mother.
2. A regular employee will be granted up to three (3) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of a member of his/her immediate family which shall be limited to brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law.
3. Such possible day or days' leave of absence described in Article 13.02, #2 of this Article shall be between the day of death and the funeral inclusive.
4. The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a statutory holiday, or during his/her vacation, or during any leave of absence without pay.
5. Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

- 13.03 **Maternity/ Paternity Leave:** Employees shall be entitled to pregnancy and parental leave in accordance with the ESA and company policy. The current benefit and cost sharing arrangements will continue during this leave. One (1) day paid paternity leave shall be taken on any day within seven (7) calendar days of the date of birth or adoption.
- 13.04 **Union Business:** The Employer will, upon two (2) weeks' written notice from the Union, grant a leave of absence for up to two (2) years, without pay and benefits, to an employee elected or appointed to any office of CEP, CLC, OFL, AFL-CIO or local labour council. Not more than one (1) persons (and not more than one (1) person from a single location) shall be absent on such leave at any time except by agreement of the Employer.
- 13.04(A) The Employer will, upon five (5) days' written notice from the Union, grant a leave of absence without pay, not to exceed ten (10) days, to an employee elected or appointed delegate to conventions, conferences of Local 87-M, CEP, OFL, CLC, AFL-CIO or local labour council or other union business. Not more than two (2) persons (and not more than one (1) person from a single location) shall be absent on such leave except by agreement of the Employer.
- 13.04(B) An employee elected or appointed to the Union negotiating committee shall be granted a leave of absence without pay for that purpose.
- 13.05 An employee shall not be unreasonably denied requests for leave of absence without pay, for family emergencies.
- 13.06 An employee called to active duty during times of war by a branch of the Canadian Armed Forces shall be granted a leave of absence without pay for the time required by military orders. Upon honourable discharge, the employee may claim re-instatement in his/her former position or a comparable one within ninety (90) days of discharge.

ARTICLE 14 - MISCELLANEOUS

- 14.01 **Bulletin Board:** The Employer will provide adequate bulletin board space at each location in a mutually satisfactory place for official Union notices, which will in any event not be contrary to good order

and discipline. Union notices are to be dated with date of posting, expiry date and signed by a Union representative.

- 14.02 **Working Equipment:** Necessary working equipment shall be provided by the Employer when required by the Employer. Ownership of a vehicle shall not be a condition of employment.
- 14.03 **Expenses:** The Employer shall pay all authorized expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipted bills when normally obtainable.
- 14.03(A) Authorized mileage expenses shall be paid at the rate of 44 cents/kilometre. This rate will increase to 45.5 cents/kilometre on January 1, 2012. Employees who work split shifts will be entitled to claim mileage to be calculated from the company premises to the assignment and return to the company premises.
- 14.03(B) Employees who receive a regular payment for mileage which is not calculated on the basis of authorized mileage driven on the Employer's business may, on an irrevocable basis, choose to be compensated for authorized mileage expenses in accordance with 14.03(A), henceforth, instead of by way of regular mileage payment. An employee who receives such a regular payment for mileage will continue to receive that payment during the term of this Agreement unless the employee chooses to be compensated in accordance with the above.
- 14.03(C) The Employer will pay the difference between personal and business auto insurance to a maximum of two hundred and eighty dollars (\$280.00) provided the employee submits a letter from the insurance company showing the difference. Proof of payment of business insurance must be submitted to the Employer.
- 14.03(D) Employees who are not supplied company cell phones and who use a cell phone in the course of employment will be reimbursed \$25 per month towards same, upon presentation of an invoice.
- 14.04 **Jury and Witness Duty:** The Employer will pay an employee who is required by the court to be a witness or for jury service or is subpoenaed for other judicial proceedings (except proceedings between the parties) for each day of service, the difference between his/her regular pay, and the payment he/she received for jury or

witness service. The employee will present proof of jury or witness service and the amount of pay received.

When an employee is excused from jury or witness duty for one-half (1/2) day or more, he/she must return to the office and complete his/her regular shift unless mutually agreed between Employer and employee.

The Employer will pay regular wages to any employee who is absent from work on his/her regularly scheduled working day due to his/her required attendance at an arbitration or Labour Board hearing or to bargaining committee members who are absent on a regularly scheduled work day due to attendance at bargaining meetings with the Employer. The Union agrees to re-imburse the Employer the amount of such wages paid.

- 14.05 The employee shall first offer any stories, photos or other work done on his/her own time to the Employer. If the work is rejected by the Employer, the employee shall have the right to sell this work to other Media not operating in the same market area as any of the Employer's divisions unless the Employer gives its consent to the sale to a competitor which consent shall not be unreasonably withheld.
- 14.06 **Supper Money:** The Employer will pay fourteen dollars (\$14.00) supper money to all employees covered by this Agreement who work ten (10) hours or more on any given day.
- 14.07 **Educational Assistance:** When an employee is requested by the Employer to take a special educational course, the Employer will pay the full cost of the course plus required course material.

When an employee takes a course on his/her own initiative, the Employer will refund 50% of the cost of tuition fees to a maximum of \$500 per calendar year. However, the employee must comply with the following requirements:

- a) The employee is to have been employed for at least six (6) months;
- b) The course must be work-related and be taken at a recognized educational institution approved by the Employer. Prior approval must be received for each course;

- c) The employee must be on permanent staff upon completion of the course.

Procedure: An employee desiring to apply for Educational Assistance shall obtain an application form from the Office Manager at each location. This form should be completed prior to registration, and must be approved by the President.

Upon successful completion of a course, evidence of such should be presented to his/her Publisher who will make the refund payment.

It is the right of the Employer to refuse or withdraw financial assistance to any employee who does not adhere to the above requirement.

Definitions:

1. **Educational Institution:** Any recognized high school, business school, college or university, correspondence school, or specialized school of learning, such as a language school, which is approved by the Employer.
2. **Courses Allied to Work:** Any course which will assist the employee directly in performing his/her present work more effectively or which will prepare him/her to assume additional responsibilities in the company.

- 14.08 An employee's request to have his/her byline or photo credit published with his/her work shall not be unreasonably denied.

An employee's byline or photo credit shall not be used if so requested by the employee. Whenever substantive changes are made in a reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the byline shall not be used.

Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee at work or by telephone.

Except where libel or other legal action has been threatened or appears probable, no letter-to-the-Editor criticizing an employee's work shall be published without such criticism being reviewed with the employee prior to publication if it is practical to do so.

Every reasonable effort will be made to resolve matters during the employee's scheduled shift, but under no circumstances will the Employer be liable for any additional overtime cost as a result of these clauses.

- 14.08(A) No employee shall be required by the Employer to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.

If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate to any party other than the Employer and when the Employer concurs with the position of the employee in this matter, the Employer shall meet all expenses incurred by the employee, such expenses to include fees and expenses of legal counsel selected by the Employer. The Employer shall further indemnify such employee against any monetary loss including but not limited to fines, damages, or loss of pay, provided the employee has not knowingly falsified material for publication.

No person shall lose employee status as a result of exercising his or her rights under this clause providing the employee has not knowingly falsified material for publication.

Both parties to this Agreement agree that readers have a right to be informed as to sources of information published in the newspaper.

Both parties agree that protection of the identity of news sources can be a matter of considerable importance and that every reasonable effort shall be made to protect the identity of a news source when a reporter has accepted a story on the understanding of non-attribution where it can be shown that revelation of the identity of such news source would either place the individual concerned in serious jeopardy or where information of significant social importance would

otherwise be withheld from the newspaper and therefore be made unavailable to its readers.

- 14.09 **New Equipment:** In the event of the introduction of new equipment for use in the Editorial departments covered by this Agreement or replacing equipment currently being used by bargaining unit employees, the Employer will give the Union thirty (30) days' notice. Present employees will be given up to three (3) months' training in order to become proficient on the new equipment.
- 14.10 **New Publications & Editions:** The Employer will notify the employees at the location affected one (1) week in advance of new regular publications or new regular editions which affect the members of the bargaining unit.
- 14.11 No employee who has successfully completed his/her probationary period shall be required to submit to psychological testing. No employee shall be required to submit to drug testing.

ARTICLE 15 - CLASSIFICATION & SALARY RANGES

- 15.01 **Group A:** Chief Photographer, Copy Editor, News Editor, Online Editor, Page Editor, Section Editor.

	<u>Dec 6, 2010</u>	Dec 5, 2011	<u>*Dec 3, 2012</u>
Start	\$937.85	\$956.61	\$see below
1 st Year	\$989.83	\$1009.63	\$see below
2 nd Year	\$1041.03	\$1062.64	\$see below
3 rd Year	\$1078.41	\$1099.98	\$see below
4 th Year	\$1095.76	\$1117.67	\$see below

Group B: Reporter, Photographer, Broadcast Journalist

	<u>Dec 6, 2010</u>	Dec 5, 2011	<u>*Dec 3, 2012</u>
Start	\$633.42	\$646.09	\$see below
1 st Year	\$685.39	\$699.10	\$see below
2 nd Year	\$737.34	\$752.09	\$see below
3 rd Year	\$789.35	\$805.13	\$see below
4 th Year	\$878.44	\$896.00	\$see below

5 th Year	\$915.54	\$933.85	\$see below
6 th Year	\$951.04	\$970.06	\$see below

Group C: Layout Person

	<u>Dec 6, 2010</u>	Dec 5, 2011	<u>*Dec 3, 2012</u>
Start	\$16.11	\$16.43	\$see below
1 st Year	\$17.60	\$17.96	\$see below
2 nd Year	\$19.10	\$19.48	\$see below
3 rd Year	\$20.82	\$21.24	\$see below

Group D: Editorial Clerk

	<u>Dec 6, 2010</u>	Dec 5, 2011	<u>*Dec 3, 2012</u>
Start	\$13.98	\$14.26	\$see below
1 st Year	\$15.46	\$15.77	\$see below
2 nd Year	\$16.95	\$17.28	\$see below
3 rd Year	\$18.63	\$19.01	\$see below

Summer Student: Reporter/ Photographer

	<u>Dec 6, 2010</u>	Dec 5, 2011	<u>*Dec 3, 2012</u>
Start	\$15.98	\$16.30	\$see below

*Effective December 3, 2012 – 1.50% to 3% (based on an average of the previous 12 months Ontario CPI)

- 15.02 No provision in this Agreement shall restrict the Employer in assigning any editorial department task to any editorial department employee.
- 15.03 Should the Employer in its discretion grant rates of pay to individual employees in excess of the minimums set out herein, such excess may be absorbed in whole or in part as a result of any negotiated general increase at the time such increase is put into effect at the Employer's sole discretion.
- 15.04 The Employer shall notify the Union when new classifications are created. The parties shall meet and discuss the wage rate for the new classification. If the parties are unable to agree on a wage rate, the matter will be submitted to arbitration in accordance with the

procedure outlined in Article 7 & 8. The new wage rate shall be effective when it was first filled by an employee.

- 15.05 Payment of wages shall be by bank deposit at a frequency established by the company from time to time, but no greater than biweekly. Employees will be provided with a minimum of six months notice of a change in pay frequency.
- 15.06 No employee on staff at date of signing shall suffer a reduction in his/her rate of pay as a result of this Agreement coming into effect.
- 15.07 In the application of Article 15 (salaries), experience shall include employment in comparable work relevant to the work which a person is hired to perform. An employee shall be classified by the Employer as to job title and experience rating at the time of employment.
- 15.08 Subject to 13.01(A), employees shall be paid the appropriate grid rate for work performed in the classification set out in Article 15 (salaries) and shall advance on the grid according to their anniversary date in that classification.

ARTICLE 16 - HOURS OF WORK AND WORKING CONDITIONS

- 16.01 The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.
- 16.02 The regular shift for all full time employees shall consist of seven (7) hours (exclusive of the meal period) per day and thirty-five (35) hours per week.

Employees shall be entitled to two (2) consecutive days off per week.
- 16.03 Employees shall be entitled to an unpaid lunch period of one (1) hour.
- 16.04 Shift pattern will vary by individual, and the preference of employees will be taken into account by seniority and Employer needs within classification. Days off will be posted as early as possible, but in any event not later than 4 weeks prior to the week in question. However, changes may be made by the Employer to cover emergency

situations. Where weekend work is part of a regular rotation, employees will not be required to work more than 8 days in a row without their consent.

16.04(A) The hours of work shall be scheduled by the Employer at each location not later than Thursday 5:00 p.m. prior to the next work week. Such schedules may be changed by mutual agreement. However, changes may be made by the Employer to cover emergency situations.

16.05 **Overtime:** Authorized overtime will be paid to an employee after thirty-five (35) hours per week at the rate of straight time for the first two and one-half (2 1/2) hours and time and one-half for all additional overtime hours.

An employee may elect to take equivalent time off in lieu of cash. Such time must be taken at a mutually agreeable time within one (1) month of the date the overtime was worked or the overtime will be paid. The Employer will make every effort to grant requests for specific time off when it has been requested by Wednesday of the preceding week.

For the purpose of calculating hours for overtime, any paid leave during the week in question shall be deemed to be time worked.

16.06 Acceptance by the Editor for publication of any work done outside of regular or authorized overtime hours, shall be deemed work done during authorized overtime.

16.07 An employee shall not be required to begin one regularly scheduled shift sooner than eight (8) hours following the end of another regularly scheduled shift.

16.08 The assignment of overtime will be on a voluntary basis except when the Employer is unable by this procedure to fill the overtime assignment with qualified employees. In such circumstances qualified employees with the least overtime hours will be required to work such overtime. At all times the Employer will endeavour to provide as much notice as possible of overtime requirements.

16.09 An employee whose working schedule requires him/her to work between the hours of 6 p.m. and 7:00 a.m. shall be paid a premium of

one dollar and seventy-five cents (\$1.75) an hour for each hour worked in that time period.

16.10 An effort shall be made to avoid scheduling split shifts.

ARTICLE 17 - VACATIONS

17.01 Subject to 13.01(A), employees who have completed specified periods of service by June 30 of each year shall receive an annual vacation with pay on the following basis:

- After one (1) year of continuous service – three (3) weeks annually (fifteen (15) days maximum);
- After seven (7) years of continuous service – four (4) weeks annually (twenty (20) days maximum);
- After fifteen (15) years of continuous service – five (5) weeks annually (twenty-five (25) days maximum);
- After twenty-three (23) years of continuous service – six (6) weeks annually (thirty (30) days maximum).

17.02 It is understood that all vacations earned to June 30th shall be completed by the following March 31st.

17.03 May 15th to September 30th of each year shall be considered as prime time and during this time vacations shall be given on a seniority basis in each classification at each work place. No employee shall be allowed more than two (2) consecutive weeks unless everyone has had the opportunity to book two (2) consecutive weeks during prime time. If there are no conflicts, there shall be no limits on consecutive weeks.

17.04 All regular employees who have worked a portion of the year shall receive one (1) day of vacation for each sixteen (16) days worked, provided no such employee shall receive more than fifteen (15) days of vacation in any twelve (12) month period; one (1) day for each eleven and three-quarters (11-3/4) days worked in the case of employees entitled to four (4) weeks of vacation and not more than twenty (20) days in any twelve (12) month period; one (1) day for each ten and one-half (10-1/2) days worked for an employee entitled to five (5) weeks of vacation, but not more than twenty-five (25) days in one (1) year; one (1) day for each eight and one-half (8-1/2) days

worked for an employee entitled to six (6) weeks of vacation, but not more than thirty (30) days in one (1) year.

17.05 Vacation pay will be calculated on the basis of the employee's regular week's pay at the time of taking his/her vacation.

17.06 Employees shall select their vacation period by April 15th of each year. Seniority by classification at each location shall govern the selection of vacation during this period.

The Employer shall post the vacation schedule on the bulletin board on or before May 1st of each year at each location. In the event an employee has not selected his/her vacation by April 15th, the Employer shall not unreasonably deny an employee's written request for vacation providing the employee gives at least two (2) weeks' notice. Selection of vacation in these instances shall be on a first come first served basis. If there are no conflicts in scheduling vacations, there shall be no limits on consecutive weeks.

17.07 Upon termination of employment an employee (or his/her estate in the case of death) shall receive any accrued vacation pay.

17.08 In addition to the regular wages, part-time and temporary employees shall be paid 6% of their regular wages in lieu of annual vacation. This amount shall be added to the employee's regular weekly pay cheque. This amount shall be increased to 8% when the employee accumulates the equivalent of seven (7) years' service with the Employer.

17.09 Part-time and temporary employees shall be entitled to three (3) weeks of annual vacation without pay to be taken in accordance with the procedures set out in Article 17- Vacations. The time off shall increase to four (4) weeks of annual vacation without pay when the employee accumulates the equivalent of seven (7) years' service with the Employer.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following will be recognized as paid holidays for the employees:

New Year's Day

Family Day

Good Friday
Canada Day
Labour Day
Christmas Day
Two (2) Floating Days

Victoria Day
Civic Holiday
Thanksgiving Day
Boxing Day

- 18.02 To qualify for holiday pay an employee must work his/her scheduled shift before and after the holiday, or his/her absence must be authorized (e.g. vacation, sick, bereavement, jury duty).

Employees shall take their floating holidays by December 31st each year except as otherwise mutually agreed between the employee and the Employer. For employees with less than one (1) year's service, floating holidays will be taken as follows unless otherwise mutually agreed between the employee and the Employer:

One (1) floating day between January 1 and June 30 of each year, and one (1) floating day between July 1 and December 31 of each year. To receive the floating holiday, an employee must have completed his/her probationary period.

- 18.03 An employee who qualifies under 18.02 and who works on any of the holidays listed in 18.01 above shall be paid double time for such work and shall be granted a day off with pay at a time mutually agreed upon between the Employer and the employee, within sixty (60) days following the holiday. If it is not feasible to give the compensating time off, or if the employee does not wish to take a day off, the Employer shall pay the employee a day's pay in respect of the holiday.

If one (1) of the holidays occurs during an employee's vacation period, or regular day off, the employee will receive an additional day off, at a mutually agreed time, or an extra day's pay in lieu of the holiday.

- 18.04 If mutually agreed between Union and Employer at any or all locations covered by this Agreement, holidays may be changed to ensure that newspaper production deadlines are not interfered with.

- 18.05 In addition to their regular wages, part-time and temporary employees shall be paid 4.6% of their regular wages in lieu of the regular day's

pay for the holidays outlined in Article 18.01. This amount shall be added to the employee's regular weekly pay cheque.

- 18.06 Part-time and temporary employees who are required to work on a paid holiday shall be paid at the rate of one and one-half (1-1/2) times their regular rate for all hours worked.

ARTICLE 19 - SCHEDULES

19.01 Attached hereto and forming part of this Agreement are:

- a) Schedule "A" - Company Pension Plan
- b) Schedule "B" - Company Benefits and Cost Sharing

ARTICLE 20 - TERMINATION AND DURATION

20.01 This Agreement shall become effective on the 22nd day of March 2011 except wages, which are retroactive to December 6th , 2010 , and shall remain in full force and effect until the 5th day of December, 2013 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 5th day of December, 2013 or not more than ninety (90) days and not less than thirty (30) days before the 5th day of December in any year thereafter in which this Agreement continues to remain in effect.

20.02 In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is mutually agreed upon.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE ____ DAY OF _____ 2011.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

SCHEDULE "A"

RETIREMENT

- A.01 The Pension Plan currently in effect for employees covered by this Collective Agreement shall continue for the life of this Agreement and the Plan will be incorporated into and form part of this Agreement.

The current pension plan will be closed to new members upon date of ratification. New employees will be eligible for entry into the Group RRSP/DPSP according to the terms of that plan. Current employees who are not members of the DB pension plan, may choose to enter the new Group RRSP/DPSP.

SCHEDULE "B"

BENEFITS

B.01 BENEFITS AND COST SHARING

The Employer will continue to provide to full-time employees who have completed three (3) months of continuous service, the level of benefits and cost sharing contained in the attached Employer's booklet and table below:

BENEFIT	EMPLOYER SHARE	EMPLOYEE SHARE
Extended Health Care	50%	50%
Dental Plan	70%	30%
Group Life Insurance – Basic \$25,000	100%	0%
Option #1-100% of earnings	0%	100%
Option #2-200% of earnings	0%	100%
Dependent Life Insurance	100%	0%
Accidental Death & Dismemberment Insurance	100%	0%
Voluntary Accident Insurance	0%	100%
Short Term Disability	100%	0%
Long Term Disability	50%	50%

OR

*Long Term Disability		*100%
*Extended Health Care	*70%	*30%

* Employees who choose to pay 100% of the Long Term Disability premium will pay only 30 % of the Extended Health Care premium (or Dental Plan premium if exempt from Health Care).

New employees hired after the date of ratification will pay 100% of the Long Term Disability premiums and will pay only 30% of the Extended Health Care premium (or Dental Plan premium if exempt from Health Care)

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M, Southern Ontario Newsmedia Guild
1253 Queen St., East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

Re: Staff Reductions

This letter confirms the commitment made by the Company during bargaining that, in the event that staff reductions become necessary during the term of the collective agreement, the Company will:

1. Advise the Union in writing of the layoff and the number of positions/ classifications to be reduced.
2. Post a notice at the newspaper(s) where the layoff is to take effect advising editorial employees of the need to reduce staff and our intent to accept applications for voluntary resignations with severance pay as provided by the collective agreement for employees who have been laid off.
3. Interested employees in the editorial department at the newspaper(s) will be required to apply within a specified time frame.
4. Acceptance of the voluntary resignation will be at the Publisher's discretion.

Yours very truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M, Southern Ontario Newsmedia Guild
1253 Queen St., East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

RE: METROLAND PENSION PLAN

This letter confirms agreements reached during collective bargaining with respect to the Metroland Pension Plan.

1. Effective January 1, 2009 the base year will be moved ahead to 2005.
2. Metroland will not withdraw any surplus from the Pension Plan.
3. The company will retain the power to amend the Plan at its own discretion for the purpose of protecting the value of retired members' benefits against inflation and as may be necessary during the term of the Agreement to comply with legislation. However, the Plan will be maintained during the life of the Agreement and will not be changed, except where provided above, as it affects members of the bargaining unit, without the agreement of the Union.
4. Establishment of a Pension Advisory Committee to be made up of two (2) representatives from the Union and two (2) persons appointed by the Company. The purpose of the committee will be to monitor the administration of the Plan, make recommendations respecting administration of the Plan and to promote awareness and understanding of the Plan among members.
5. Employee contribution levels will be 2.5% of eligible earnings up to the level of the Canada Pension Plan's Yearly Maximum Pensionable Earnings (YMPE) and 5% beyond that level.

Yours sincerely,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M Southern Ontario Newsmedia Guild
1253 Queen St., East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

RE: STUDENTS

This will confirm our discussions during negotiations regarding students. The parties agree that it is important the Company continue to offer unpaid work placement experience to students and to that end the Company will continue to accommodate requests for same.

The Company confirms that any one (1) student will only participate in the work placement program for the duration of the work placement, generally not more than four (4) months. Employees who have concerns regarding any particular student placement should discuss the concerns with their Editor.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M Southern Ontario Newspaper Guild
1253 Queen St. East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

RE: TRAINING

This letter confirms the agreement made during negotiations regarding the establishment of a committee to discuss the training needs of editorial employees.

The committee will have six (6) members, three (3) members representing employees and three (3) from management, and will meet from time to time, at the request of either party, but no more than three (3) times per year.

The meetings will be chaired by the Director of Human Resources or his/her designate.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M SONG
1253 Queen St. East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

RE: INTEGRITY

The Publisher will meet with employees who so request to discuss items of mutual concern regarding any aspect of the editorial product or the working environment in the department. It is understood that employees will have first raised their concerns with their editor(s).

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M SONG
1253 Queen St. East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

Re: Labour Management Committee

This letter confirms the agreement reached during bargaining regarding the establishment of a joint labour-management committee in each division. The committee will be comprised of two members from each of management, who normally will be the publisher and the senior editorial manager, and the union and will meet during normal office hours on a quarterly basis or more frequently if agreed.

The committee is formed for discussion of any matters pertaining to the editorial department and to promote communications. It is understood that the union or management may rotate its committee members as the need arises. The parties also agree to add extra committee members if necessary.

It is also agreed that the parties will establish a joint labour-management committee comprised of the, Director of Human Resources and up to three (3) other management representatives, and the Local Representative of the union and up to three (3) other stewards and/or bargaining unit employees. The meetings will be semi-annually or more frequently if agreed. The meetings shall normally take place during working hours.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M SONG
1253 Queen St. East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

Re: Camera Allowance

This letter confirms our discussions regarding the practice and payment of camera allowance to employees who use their own cameras and equipment. Although the company supplies digital cameras and ancillary equipment, we acknowledge that with the reduction in cost of digital cameras, some photographers may wish to purchase their own equipment. Where a photographer desires to purchase and use their own equipment, prior approval must be sought from the Publisher and Editor. Upon such approval, camera allowance shall be paid as follows:

The allowance will be calculated annually, paid monthly and will be equal to 12% of the agreed upon value of the equipment to a maximum value of \$15,000. The past practice shall continue with respect to the equipment required and its replacement value. In addition to paying for the cost of annual servicing, the company will pay for repairs (not covered by insurance) if equipment is damaged while being used on company business.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M SONG
1253 Queen St., East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

Re: Early Retirement Options

This letter confirms our discussions should the company implement an early retirement provision without penalty at age 62 for other Metroland (non-union) staff during the term of this agreement, then that improvement will be extended to the bargaining unit(s).

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP Local 87-M SONG
1253 Queen St., East
Toronto, ON M4L 1C2

Dear Mr. Sullivan:

Re: Letter of Understanding Re: Article 15.05

In the event of a change in pay frequency, the employer will extend an interest free loan of up to one week's salary to any employee for a period of six months, to be repaid by payroll deduction in biweekly installments.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
Local Representative
CEP, Local 87 – M SONG
1253 Queen St. East
Toronto, ON

Dear Mr. Sullivan:

LETTER OF UNDERSTANDINGRE: INTERNET

The parties are in agreement that the company will continue to prosper if it diversifies the publishing of its media content to include a significant emphasis on the internet and that it is in the best interests of all employees to contribute to the success of that diversification.

The parties further agree that achieving success will require a significant commitment of financial and human resources by the company. The employer therefore commits to its best efforts in the following regard:

1. Facilitating the sharing of successful editorial content, projects and ingenuity;
2. Acknowledging that diversification of media publishing has created ongoing change. The situation may require reasonable adjustments in processes, deadlines and priorities. This includes the introduction of on-line publishing and other internet products.
3. The company acknowledges that the creation of quality on-line and in-paper editorial content is primarily the responsibility of bargaining unit staff.
4. The company agrees to create an Editorial committee that will meet periodically, during work hours, to evaluate the progress of our on-line publishing properties and to present its findings to Senior Management from time to time. The committee will include representation from the staff and Unit chair.

5. The company is committed to continuing its efforts to train in the necessary hardware, software, equipment and any other requirements of the job.
6. The parties also agree that union and management shall jointly design, distribute, collect and analyze a survey of bargaining unit employees and managers with respect

to any workload or assignment concerns – in respect of internet publishing – identified by the union. This shall be completed by December 31, 2008.

Yours truly;

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
National Representative
Communications, Energy and
Paperworkers Union of Canada

Dear Mr. Sullivan:

RE: Equipment

It is agreed that it is the employer's right to determine what equipment or software is necessary working equipment and what type of or quantity, etc. of equipment or software is required by employees.

The parties agree to the following process to deal with issues regarding equipment or software. The employee will first raise the need with their immediate supervisor.

If a satisfactory answer is not forthcoming, the member may raise the matter with the union and it may become an issue for a joint union-management meeting.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.

March 22, 2011

Mr. Mike Sullivan
National Representative
Communications, Energy and
Paperworkers Union of Canada

Dear Mr. Sullivan:

Re. Benefits For Employees Over Age 65

This will confirm our discussions during negotiations regarding benefits for employees who continue to work past age 65.

The parties agreed that any employee reaching the age of 65 over the term of the agreement will be eligible for health & dental benefits on the current cost share arrangement until the earlier of their retirement or attainment of age 68.

While working, employees will also be eligible for life insurance of \$6,000 and ten paid sick days per calendar year. LTD will not be applicable.

Notwithstanding the foregoing, Mr. Ian Kelso shall continue to be eligible for the foregoing benefits for the duration of the collective agreement expiring December 5, 2013, so long as he remains actively employed.

In the event the company amends its current policy with respect to benefits for individuals working past age 65, such policy will apply to members of this bargaining unit, provided the changes offer an equal to or greater benefit.

Yours truly,

Anne Williston
Interim Vice President, Human Resources
Metroland Media Group Ltd.