

COLLECTIVE AGREEMENT

**FREE DAILY NEWS GROUP INC. and
514767 NB LTD. O/A METRO TORONTO
(the “Company”)**

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA,
LOCAL 87-M, SOUTHERN ONTARIO NEWSMEDIA
GUILD
(the “Union”)**

March 6, 2010 – March 5, 2013

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GENERAL WAGE INCREASE YEAR 1 2% RETROACTIVE TO MARCH 6, 201023

GENERAL WAGE INCREASE YEAR 2 2.1% EFFECTIVE MARCH 6 201123

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ARTICLE 1 RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company in the City of Toronto save and except for supervisor, those above the rank of supervisor, and interns.
- 1.2 The Company acknowledges that, in general, the assignment of the work performed by employees in the bargaining unit should be assigned or re-assigned to other bargaining unit employees; however, the Union acknowledges and agrees that the Company can continue to assign and re-assign work that is also performed by members of the bargaining unit to non-bargaining unit employees or others in accordance with the Company's practices as at July 26, 2006. This includes, but is not limited to, non-bargaining unit individuals performing bargaining unit work during peak periods, for vacation, disability or sick leave coverage or otherwise to meet operations needs.

References to Gender

- 1.3 In this Collective Agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2 JURISDICTION AND RELATIONSHIP

Management Rights

- 2.1 The Union recognizes and acknowledges that the management of the Company and the direction of the work force is at the sole discretion of the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive responsibility of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign work or duties, promote, demote, classify, transfer, lay-off and recall employees;
 - (c) discipline or discharge employees who have successfully completed their probationary period for just cause;
 - (d) release employees without just cause during the probationary period;
 - (e) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;

- (f) determine the nature and kind of business conducted by the Company, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives; and,
- (g) establish and administer reasonable tests for the purpose of assisting the Company and determining an employee's qualifications.

2.2 The Company agrees that it will not exercise its functions in a manner inconsistent with the express provisions of the Agreement which shall serve as the only limitations upon such functions provided the Company exercises its rights in a manner that is not arbitrary, discriminatory and in bad faith.

2.3 In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Company and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.

2.4 The Union recognizes that the Company shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned. The assignment of work to a particular person or classification shall not limit the right of the Company to reassign such work to another person or classification.

ARTICLE 3 UNION DUES

3.1 All employees in the bargaining unit who were members of the Union on February 8, 2007 or who join thereafter, shall join the Union and as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and by-laws for the duration of the Agreement.

3.2 The union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the Constitution of the Communications, Energy and Paperworkers Union of Canada and the by-laws of the CEP, Local 87-M, Southern Ontario Newsmedia Guild.

Dues Check Off

3.3 As a condition of their continued employment, all employees and all future employees shall be required to execute and deliver to the Company a written authorization for deduction of their regular monthly Union dues or the equivalent thereof.

Payment of Regular Dues

- 3.4 The Company agrees to deduct from the semi-monthly earnings of each employee covered by the Collective Agreement, an amount equal to the regular Union dues (as specified in writing by the Union and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the Union before the end of the month following the month in which deductions are made. The Company shall, when remitting dues, give the names of the employees from whose pay deductions have been made. The amount of dues to be deducted may be amended by the Union providing the Company thirty (30) days written notice, as permitted by the CEP's constitution and by-laws.
- 3.5 In consideration for the Company making deductions in accordance with this Article, the Union shall indemnify and save harmless the Company, including agents and persons acting on its behalf, from any liability, claims or actions made against it for any reason relating to the deduction of union dues.

Special Assessments

- 3.6 The Company agrees to deduct special assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 3.4, the Company shall when remitting such assessments provide the names of the employees from whose pay deductions have been made.

ARTICLE 4 REPRESENTATION & MEETINGS

- 4.1 The Company acknowledges the right of the Union to elect or appoint up to a total of 4 stewards, which may include a Unit Chair/Steward. The Union will notify the Company in writing who the Stewards are, and of any changes.
- 4.2 In order to facilitate the investigation and handling of grievances, a Steward shall be permitted to leave the Steward's work station during working hours provided that:
- (a) the Steward has obtained the prior consent of the Steward's immediate supervisor (which consent shall not be unreasonably withheld);
 - (b) the time is devoted to the prompt handling of grievances; and,
 - (c) the handling of grievances does not interfere with the efficient operation of the business.

4.3 The Company and the Union recognize that meetings between representatives of the respective parties to this Collective Agreement are necessary in order to maintain a proper working relationship between the parties. It is recognized that meetings normally fall into three categories as follows:

- a) Grievance meetings as described in Article 16.
- b) Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, may be held upon mutual agreement at the request of either party provided there is a substantive agenda to discuss. The meeting shall be between the HR/Operations Manager/Publisher and any other representative of the Company designated by him or her, and up to two employees representatives appointed or elected by the Union. The CEP Local President and/or the CEP National or Local Representative of the Union may also attend such meetings.
- c) The Union may appoint/elect a Bargaining Committee not to exceed 4 employees from the bargaining unit for the purpose of negotiating renewal to the collective agreement. The Company shall not be required to recognize the Union Negotiation Committee until after notice of desire to bargain has been provided and the Union has notified the Company, in writing, of the names of the members of the Union Negotiation Committee.

The Company shall allow Union Negotiation Committee members unpaid leaves of absences from work for the purpose of attending bargaining meetings. The Company shall not be required to continue to recognize the Union Negotiation Committee following the date of ratification of any renewal collective agreement.

- d) For the purposes of meetings specified in (a) (b), or (c) above, the Company shall arrange for permission to attend for the employees concerned.
- e) The Company agrees that the Union may have a ballot box in the workplace when holding a vote for the bargaining unit.

4.4 Any notice or copy of correspondence required to be given to the Union shall be deemed delivered if it is emailed, delivered, faxed or mailed to Unit Chair/Steward.

ARTICLE 5
PROBATION PERIOD, DISCIPLINE & DISCHARGE

Probationary Period

- 5.1 New employees shall be on probation until they have worked six (6) months. The probationary period may be extended by mutual agreement. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts.

Probationary Dismissal

- 5.2 A probationary employee may be dismissed at any time during the probationary period if the employee is not satisfactory, a determination that is within the sole discretion of the Company. The Company's decision to dismiss the employee shall not be arbitrary, discriminatory or made in bad faith.

Just Cause

- 5.3 No employee who has completed his probationary period may be disciplined or dismissed except for just cause. An employee who at the time of dismissal has not completed the probationary period, shall not have, or be deemed to have, this right.

Discipline

- 5.4 An employee shall be provided with a copy of any written warning, reprimand, suspension or disciplinary action that is issued to the employee and put on the employee's file within 7 calendar days of the discipline being issued.

Personnel File

- 5.5 The personnel files maintained by the Company are the property of the Company. Every employee shall have the right to inspect any disciplinary records or formal evaluations contained in his personnel file, once a year or when an employee has filed a grievance. In either case, in order to inspect the disciplinary records or formal evaluations, the employee must provide a written request to the Department Head that sets out the grounds under which the request is being made. Upon submitting a proper request, an employee shall have access to the file in the presence of management. If there are factual errors in the file, which are agreed to be errors by management, the error shall be corrected.

Sunset Clause

- 5.6 It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 12 months from the

date of issue. Record 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 above referred time periods. For added clarity, the discipline file will remain fully active in this instance for all progressive discipline purposes. The foregoing will have no effect on the Company's right to rely on past conduct beyond the Company's disciplinary rules.

ARTICLE 6 HOURS OF WORK

Days Off

- 6.1 The normal work week for full-time employees shall consist of up to thirty-seven and a half (37.5) hours per week exclusive of unpaid meal periods, with two consecutive days off but this shall not be a guarantee or limit on the hours worked.
- 6.2 The Company shall normally schedule employees for two consecutive days off, one of which must be on a Saturday, in each work week except for overtime shifts.
- 6.3 Except as provided elsewhere in this Agreement, all time required and authorized by the Company in excess of forty-two (42) hours in each weekly work period shall be considered overtime and shall be paid at the rate of time and one-half of the regular straight time hourly rate. For the sake of clarity, all hours worked in excess of thirty-seven and a half (37.5) and up to forty-two (42) hours shall be paid at the employee's regular straight time hourly rate. Overtime shall be paid for hours worked in excess of 10 hours in a day at time and one-half the employee's regular straight time hourly rate.
- 6.4 For the purpose of calculating overtime, an employee's hourly rate shall be calculated as follows: $\text{Annual Salary} \div 52 \div 37.5$
- 6.5 To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the employee's supervisor prior to the performing of the work.
- 6.6 Subject to conditions set out hereinafter, employees may elect to be compensated for authorized overtime (hours in excess of 42 in a week or ten hours in a day) either in cash or lieu time. Subject to the Company's approval, lieu time must be taken within twelve (12) months of the work week in which the overtime is earned, unless the employee and the Company agree to a longer time period. If the lieu time is not used at the conclusion of either period (i.e. 12 months or longer, if agreed) it will be paid out to the employee at the rate earned.

- 6.7 The assignment of overtime will be on a voluntary basis except when the Company is unable by this procedure to fill the overtime assignment with qualified employees. Employees will co-operate so as to make themselves available. The Company may require employees to work overtime. The Company will endeavour to provide as much notice as possible of overtime requirements.
- 6.8 An employee who is required to work on a shift in excess of his normal number of weekly shifts shall receive overtime premium for all work performed on that day with a minimum payment of three (3) hours of overtime premium.

Notice of Change in Regular Schedule

- 6.9.1 (a) The Company will post work schedules of days and/or hours for employees At least two weeks in advance of the week for which they apply.
- (b) Work schedules may be changed subject to the requirements of operations and affected employees will be advised in advance of the change as early as reasonably possible. If an employee is required to work on what otherwise would have been a scheduled day off, three working days notice of such change shall be provided to the employee, except in the case of emergency or unforeseen circumstances. If such notice is not provided, and it is not a case of emergency or unforeseen circumstances, the employee shall be paid an additional two hours straight time in addition to the employee's regular wages for work, unless the change has been made by mutual consent of the employee and the Company.
- 6.10 (a) Where an employee's start time is changed for less than a full week's schedule, the Company will provide as much advance notice as possible but no less than notice on the employee's shift prior to the changed start time, except in the case of emergency or unforeseen circumstances in which case the notice may be less. This provision shall not apply if the employee is called to work early for overtime.
- (b) Where an employee's shift time is changed for a period of more than one week, but is not a permanent change, the Company shall provide as much advance notice as possible but no less than five days notice, except in the case of emergency or unforeseen circumstances in which case the notice may be less than one week.
- (c) Where an employee is not given notice in accordance with 6.10(a) and 6.10(b), and it is not emergency or unforeseen circumstances, the employee shall be paid an additional one (1) hour's pay at straight time in addition to the employee's regular wages for the work, unless the change has been made by mutual consent of the employee and the Company.

(d) The Company will provide a twelve (12) hour interval following the completion of an employee's scheduled shift before the start of his or her next scheduled shift, unless waived by an employee. This period of time does not apply if overtime is worked.

6.11 For Advertising Salespersons, the Employment Standards Act, 2000 shall apply with respect to hours of work and overtime and Article 6 shall not apply.

ARTICLE 7 HIRING, PROMOTION, AND TRANSFER

7.1 The Company will post notice of all permanent vacant positions within the bargaining unit for a period of six (6) calendar days and agrees to consider an application from any bargaining unit employee desiring to apply to the vacant position. The Company retains the right not to fill any vacant position.

7.2 Employees entitled to apply for any vacant position must make application to the Department Head or designate no later than the sixth (6th) calendar day. Employees who have completed their probationary period may apply. The Company need not consider any applicant to a posting who has, within the prior twelve (12) month period, successfully applied for a vacant position.

7.3 The Company is under no obligation to interview any candidate who does not meet the minimum standards or qualifications of the position.

7.4 The successful applicant shall be chosen on the basis of experience, ability, educational qualifications, training and reliability. If the experience, ability, educational qualifications, training and reliability of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.

7.5 The successful applicant will be hired on a trial basis for a period of three months (the "trial period"). If during the trial period,

(a) the Company determines that the successful applicant does not have the experience, ability, educational qualifications, training or reliability to perform the vacant position; or,

(b) the successful applicant elects not to complete the trial period; the successful applicant will be, on a without prejudice basis, returned to his prior position.

7.6 If no employee who has applied is determined to have the necessary experience, ability, educational qualifications, training and reliability, the Company may select a candidate from outside the bargaining unit. For clarity, nothing in this Agreement restricts the Company's right to review applications

and conduct interviews with candidates from both inside and outside the bargaining unit simultaneously.

7.7 This Article does not apply to temporary job assignments.

ARTICLE 8 WAGES

8.1 With the exception of Advertising Salespeople (which are Advertising Account Managers and Inside Sales Staff), employees hired after the date of ratification shall be paid in accordance with Appendix A.

8.2 All wages set out in Appendix A shall be minimum annual salaries only.

8.3 The Company shall determine the compensation for each Advertising Salesperson. Compensation includes the split between base salary (if any) and commission (if any), the base salary amount (if any), the structure of the commission plan, benefits and vacation.

8.4 The Company and the Union acknowledge that Advertising Salespersons are "salesperson" as that term is understood by the Employment Standards Act, 2000.

8.5 Subject to the Advertising Compensation Consultation Committee letter, the Company may change the compensation plan of any Advertising Salesperson.

8.6 Advertising Salespersons hired after the date of ratification will have an annual base salary of \$35,000, which is subject to the general wages increases provided for herein.

8.7 In the event of bankruptcy and where the employee followed all proper procedure and acted in a reasonable manner, the company will not claw-back commission paid where revenue is not collected due to a bankruptcy.

ARTICLE 9 PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES, FREELANCERS AND THIRD PARTY PROVIDERS

Part-time Employees

9.1 A part-time employee is one who is hired to work twenty-eight (28) hours or less per week.

9.2 Part-time employees are not covered by Articles 10 (Leaves of Absence, except as provided by law), 11 (Recognized Holidays), and 12 (Vacations). Vacation entitlement and public holiday pay shall be governed by the provisions of the Employment Standards Act, 2000.

- 9.3 For the purposes of determining a part-time employee's wages, the weekly wage of the classification shall be divided by 37.5 and then multiplied by the number of hours worked by the part-time employee in a week.
- 9.4 Upon written request by the Union, the Company and Union will meet no more than once a year to review the use of part-time employees. At the discretion of the Company, part-time employees may be offered permanent full-time positions.

Temporary Employees

- 9.5 Temporary employees shall not accrue service or seniority for the purposes of this Collective Agreement. Temporary employees are not covered by Articles 5 (Probationary Period, Discharge and Discipline), 10 (Leaves of Absences), 11 (Recognized Holidays), 12 (Vacations), 13 (Service and Seniority), 14 (Layoff) and 15 (Severance).
- 9.6 Temporary employees may be hired on a part-time or full-time basis. Wages for a part-time temporary employee shall be calculated in the same manner as Article 9.3
- 9.7 Temporary employees may be terminated in accordance with their contract and Employment Standards. Such termination is not grievable.
- 9.8 A temporary employee is an employee hired for a specified purpose, including special projects designated by the Company, vacation coverage, and leaves of absence coverage.
- 9.9 A temporary employee may be hired for a special project for up to 12 months, or longer, if mutually agreed between the Union and the Company.
- 9.10 The Company shall notify the Union in writing of the hiring of a temporary employee and the expected duration of and reason for the position.
- 9.11 Temporary positions for leaves of absences may be for up to 24 months.
- 9.12 Part-time employees who are qualified and have the skill, ability and aptitude for a full-time temporary position, shall be offered the position on a temporary basis prior to hiring outside the collective agreement.

Freelance and Third Party Providers

- 9.13 The Company shall continue its practice of publishing content and utilizing services submitted by, whether solicited or not, freelancers or third party providers. There is no restriction on the nature or frequency with which the Company can utilize services or solicit or publish content submitted by freelancers or third party providers.

- 9.14 Third party providers are individuals, partnerships, corporations, joint ventures or other enterprises with whom the Company enters into a contract-based, fee for service, arrangement whereby the third party provider provides any kind of service to the Company including, without limitation, editorial content, sales promotion, production services, printing services or any other service related to the operation of the Company.

ARTICLE 10 LEAVES OF ABSENCE

Pregnancy/Parental/Emergency Leave

- 10.1 The Company shall grant pregnancy, parental and emergency leave in accordance with the terms and conditions of the Employment Standards Act, 2000. Benefits will remain in place during any leave.
- 10.2 Employees on pregnancy, parental or emergency leave continue to accrue paid vacation in accordance with the collective agreement. Paid vacation accrued during pregnancy or parental leave can be taken at the end of the leave.
- 10.3 The Company will provide up to three (3) days paternity leave with pay upon request of the employee, within seven (7) calendar days of the date of birth or adoption.

Union Leaves

- 10.4 An employee may request a leave of absence without pay for the purposes of Union business of no longer than 5 working days. An employee requesting such leave must provide 5 working days notice. No more than two (2) employees at a time shall request such leave. Approval of such leaves shall be subject to operational requirements of the Company. The Company shall maintain the compensation of the employee on leave and the Union shall reimburse the Company for the full amount.
- 10.5 An employee may request a leave of absence for up to (12) twelve months without pay or benefits in order to work in an official full-time capacity for the Union. No more than one employee shall request a leave in order to work in an official fulltime capacity for the Union at a time. During the period of the leave, an employee shall continue to accrue seniority, but shall not be credited for service. An employee wishing to take such a leave must give the Company a minimum of two (2) months notice in writing of the leave, or of an election which may lead to the need for such a leave. If operational concerns require it, up to two weeks more notice after such election may be required. Such leave shall not exceed twelve months in length unless agreed between the Company and the Union.

Bereavement Leave

- 10.6 A permanent employee will be granted the following bereavement leave with pay:
- a) Up to 5 working days in the event of the death of a mother, father, spouse (including common law or same sex spouse), child or step-child;
 - b) Up to 3 working days in the event of the death of a brother, sister, mother-in-law or father-in-law, step-parent and grandchild;
 - c) Up to 1 working day in the event of the death of a grandparent or grandparent-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law.
- 10.7 The days granted as per 10.6 shall be between the day of death and the day of the funeral service inclusive.
- 10.8 Employees shall not receive any additional day(s) leave because the death or funeral occurred on a statutory holiday, or during her vacation, or during any leave of absence without pay.
- 10.9 Upon request, an employee may be provided with additional day(s) off, subject to approval of the HR/Operations Manager/Publisher. Such additional days may be taken as vacation time, lieu time or unpaid.

Personal Leaves

- 10.10 Employees may request a personal leave of up to twelve (12) months without pay and benefits, except as provided in Article 10.12. An employee requesting such a leave must provide two (2) months notice in writing. Approval of such leaves of absence shall be subject to operational requirements of the Company. If denied, the Company agrees to provide a brief written explanation, if requested.
- 10.11 Leaves for personal reasons may include leaves for educational or professional reasons, however if for such reasons they may not be in competition with the Company.
- 10.12 Any employee requesting a personal leave shall take all unused vacation and accumulated overtime for the first part of the leave. While utilizing unused vacation or accumulated overtime, the employee shall continue to have benefit coverage. Upon utilization of all unused vacation or accumulated overtime time, the leave shall be unpaid. All unpaid portions of the leave shall be without pay and benefits.
- 10.13 The Company shall use its best efforts to return the employee to the same or a comparable job on return from such leave. If such job is not available, the

employee will be paid the regular salary for the position to which she is returned.

- 10.14 The Parties agree that the Company may hire temporary employees for the duration of any leave granted under Article 10.
- 10.15 There shall be no loss of seniority or benefits as accrued to the beginning of union leaves or personal leaves. Employees shall not accrue service or seniority while on a personal leave. Time off for such leaves will not be counted as time worked for the purpose of vacation pay or time, and it will be pro-rated accordingly.

Jury and Witness Duty

- 10.16 A permanent employee who has completed her probation period called to jury duty or subpoenaed as a witness (except in proceedings between the parties) will be reimbursed the difference between the jury pay or witness fee and the employee's regular salary, not to exceed seven and a half (7.5) hours per day, for a maximum of twenty business days.
- 10.17 In order to be reimbursed as per Clause 10.16, the employee must present the document issued by the court for jury duty or the subpoena issued to her Department Head prior to the date of the leave.
- 10.18 When an employee is excused from jury duty or witness duty for one-half (1/2) day or more, she must return to the workplace and complete her regular shift, unless otherwise agreed to by the Company.

ARTICLE 11 RECOGNIZED HOLIDAYS

- 11.1 Employees who have passed their probationary period are provided with the following public holidays:

New Year's Day;
Family Day;
Good Friday;
Victoria Day;
Canada Day;
Labour Day;
Thanksgiving Day;
Christmas Day; and,
Boxing Day.

In addition, the Company provides the August Civic Holiday as a public holiday. Family Day will be deleted from the collective agreement in the event the government repeals the holiday.

- 11.2 The Company will provide two additional days (“Floating Days”) to employees that employees may take off with pay within the calendar year. Such paid days off are subject to approval of the Department Head and operational needs. For clarity, such Floating Days may not be carried over and are not paid out if not taken within the calendar year.
- 11.3 On non-publishing days, as determined by the Company, employees not required to work may elect to use a vacation day, lieu day or Floating Day (if any of such days are available to the employee), otherwise non-publishing days shall be a day off without pay.
- 11.4 Employees required to work on a non-publishing day will be paid their regular wages for the hours worked on the day. Non-publishing days falling on any other day than those listed above shall not be treated as Recognized Holidays.
- 11.5 For Advertising Salespersons, the Employment Standards Act, 2000 shall apply with respect to public holidays and Article 11 shall not apply.

ARTICLE 12 VACATIONS

- 12.1 Employees will accrue paid vacation in accordance with the following schedule:
- Length of Service Accrual Rate**
- less than one year 1¼ day for each month worked
one year to six years Three weeks
seven years to fourteen years four weeks
15+ years five weeks
- 12.2 The Company’s vacation year is January 1 to December 31.
- 12.3 Probationary employees are not permitted to take vacation.
- 12.4 Employees can request vacation by submitting a vacation request form to their Department head. Vacation requests submitted in accordance with the timeframe set by the Company shall be considered based on seniority. Vacation requests submitted beyond the timeframe shall be considered on a first come/first serve basis.
- 12.5 All vacation scheduling is subject to the approval of the Department Head and is subject to the operational requirements of the Company.
- 12.6 Employees must take their vacation in the vacation year. If, at the request of the Company, an employee is unable to take his vacation in any year by December 31, he shall take any such remaining vacation by March 31st of the following year. If vacation is not taken by that time, such remaining vacation shall be paid out in cash to the employee. Except as provided in this clause,

vacation cannot be carried over to any subsequent year and shall not be paid out.

- 12.7 Upon termination of employment, for any reason, employees will receive a payment in lieu of paid vacation that is equal to the balance of vacation pay owed to them at the date of termination. If the employee is in a deficit, an amount equivalent to the deficit will be deducted from their final pay cheque.
- 12.8 For permanent full-time employees, one week of vacation is equal to 5 working days.
- 12.9 For Advertising Salespersons, the Employment Standards Act, 2000 shall apply with respect to vacations and Article 12 shall not apply.

ARTICLE 13 SENIORITY AND SERVICE

Seniority Defined

- 13.1 Seniority means length of continuous service. Full-time employees shall accrue seniority from date of hire. Seniority for part-time employees shall be based on hours and shall be listed on a separate seniority list.
- 13.2 Temporary employees shall not accumulate seniority.
- 13.3 When two or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be based upon the employee number. The employee with the lower employee number shall have the greater seniority.

Continuous Service Broken

- 13.4 Continuity of service shall be considered broken, seniority lost, and employment terminated when an employee:
- 1) resigns, retires or is discharged or, in the case of an employee who has completed her probationary period, is discharged for just cause; or,
 - 2) is laid off by the Company for a period exceeding one (1) year; or,
 - 3) fails to report for work after the end of an authorized leave of absence unless a satisfactory explanation is given; or,
 - 4) fails to notify the Company of her intention to return to work within three (3) days after notification of recall as provided for in Article 14 from layoff or fails to report to work within two (2) weeks of recall from layoff; or,

- 5) is absent without contact with the Company for three (3) consecutive shifts, unless a satisfactory explanation is given; or,
- 6) is absent due to illness or injury for a period of more than twenty-four (24) months subject to the Company's having met its obligations pursuant to the *Human Rights Code*.

13.5 It shall be the responsibility of an employee to keep the Company advised, in writing, of her current address. The Company shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail or courier to the last address supplied by the employee.

Combination of Part and Full Time Service

13.6 Part-time employees who become full-time employees shall be credited for parttime service by having a seniority calendar date established based on actual hours worked. Full-time employees who become part-time employees shall be credited on the basis of 1950 hours per year of service.

Seniority Lists

13.7 The Company agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The lists will show the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Union upon request, but no more than once per year.

ARTICLE 14 LAYOFF

14.1 When it is determined by the Company that a reduction in the workforce is necessary the Company shall provide five days notice of layoff to the Union and the employees affected. The Company can, in its sole discretion, provide pay in lieu of notice.

14.2 Layoffs of any employee(s) within any classification shall be determined based upon reverse seniority provided the remaining employees have sufficient experience, ability, educational qualifications, training and reliability to perform the work.

14.3 Within the notice period mentioned above, the Company shall consider requests for voluntary resignations from other employees in the work classification groups impacted by the layoff. If approved, employees who have volunteered to leave instead of the less senior employee shall be paid severance pay in accordance with the provisions of the collective agreement. Any employees requesting a voluntary resignation must agree to the terms and conditions of the voluntary resignation.

- 14.4 An employee affected by layoff may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has experience, ability, educational qualifications, training and reliability to perform the job. Any employee wishing to bump must do so within 5 days of receiving their notice of layoff.
- 14.5 The person so displaced may exercise a similar right to bump in accordance with Article 14.4 within one week of being bumped.
- 14.6 An employee who bumps will assume the new rate of the position in the equivalent or lower classification.
- 14.7 Recall of laid off employees to available vacancies in their previously held classifications shall prevail over Article 7 (Hiring, Promotion & Transfer).
- Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the experience, ability, educational qualifications, training and reliability to perform the available work. Notification of recall shall be by letter addressed to his or her last known address on the Company's records with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.
- 14.8 During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 14.4.
- 14.9 Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 14.4 above. Part-time employees may not bump fulltime employees.
- 14.10 Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.
- 14.11 The Company agrees that employees laid off on recall shall be eligible to apply for any posting as per Article 7.

ARTICLE 15 SEVERANCE

- 15.1 Upon dismissal pursuant to Article 14 (Layoff), an employee shall receive severance pay in a lump sum equal to one week's pay for every six (6) months of continuous service or major fraction thereof with the Company, but not in excess of twenty-six (26) weeks' pay. Employees may elect severance pay to be paid as lump sum or salary continuance.

- 15.2 Employees who accept notice of layoff or bumping and volunteer to accept layoff Article 14 shall receive severance pay under this Agreement.
- 15.3 Part-time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve months of employment in the bargaining unit.
- 15.4 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 Company.

Advertising Salespeople

- 15.5 Notwithstanding all of the provisions of this Article 15, the rights of Advertising Salespeople upon termination from employment shall be determined in accordance with the terms and conditions agreed between the Company and the Advertising Salesperson. If the Advertising Salesperson and the Company do not agree to terms regarding termination, the provisions of this Article 15 shall apply.
- 15.6 Each Advertising Salesperson's weekly pay shall be determined by averaging their weekly pay over the past 12 months from the date notice of layoff is provided.

ARTICLE 16 GRIEVANCE & ARBITRATION PROCEDURE

- 16.1 A "grievance" means a difference arising from the interpretation, administration, application or claimed violation of any terms of this agreement. Should a grievance arise between the Company and the Union or its members the matter shall be handled as a grievance under the following procedure.

Grievance Procedure

- 16.2 In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

STEP 1 An employee, accompanied by an Union representative, if desired, shall within ten (10) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with their Department Head or his designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

STEP 2 If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the Manager HR/Operations or his or her designate, who will convene a grievance meeting to discuss the matter within ten (10) working days of the

presentation of the grievance. Union representation shall consist of the grievor and a Union Steward. The Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

- 16.3 A management or policy grievance may be initiated at Step 2.
- 16.4 It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective Agreement may be extended or abridged by the mutual agreement of the parties in writing.
- 16.5 Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Union or the Company, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration procedure.
- 16.6 Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

Arbitration Procedure

- 16.7 The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.
- 16.8 The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list, or within such time as agreed to by the parties.
- 16.9 Each party will jointly share the expense of the arbitrator.
- 16.10 The arbitrator shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

ARTICLE 17 HEALTH & SAFETY

Health and Safety Committee

- 17.1 The Company shall make all reasonable efforts to maintain a healthy and safe workplace. The union may appoint two (2) representatives to the Metro Health and Safety committee.

- 17.2 A worker representative on the Committee will receive his or her regular salary plus applicable shift differential for time lost from scheduled work for attending meetings of the Health and Safety Committee.

**ARTICLE 18
HARASSMENT AND DISCRIMINATION**

- 18.1 The Company and Union agree to abide by the Ontario Human Rights Code. The Company will maintain a No Harassment and Discrimination policy.

**ARTICLE 19
NO STRIKE NO LOCKOUT**

- 19.1 During the term of the collective agreement, the union shall not call or authorize any strike action and the Company shall not call or authorize any lockout of employees.

**ARTICLE 20
TERM**

- 20.1 This Agreement shall become effective (except as provided herein) on March 6, 2010. This Agreement shall terminate on March 5, 2013. It shall be binding upon the successors and assigns of both parties.

APPENDIX A

1. The following adjustments will be made to the wage schedule in point 2 below, as follows:

General Wage Increase	Year 1	2% retroactive to March 6, 2010
General Wage Increase	Year 2	2.1% effective March 6, 2011
General Wage Increase	Year 3	2.1% effective March 6, 2012

For all current employees who are paid above the current wage scale or wage grid, set out below, including Advertising Account Managers and Inside Sales staff (referred to as "Advertising Salespeople"), there will be a one time increase of 2% to their existing salaries retroactive to March 6, 2010.

2. New Hires

Minimum Pay Scales	Entry Start Rate
Receptionist	\$ 33,292.80
Finance Assistant (Payroll)	\$ 44,616.00
Finance Assistant (Accounting)	\$ 43,696.80
Ad Builders*	\$ 36,414.00
Graphic Co-ordinator, Circ. Co-ordinator	\$ 41,616.00
Page Sender	\$ 39,930.55
Ad Taker	\$ 33,292.80
IT Technician	\$ 34,333.20
Photo Editor	\$ 41,616.00
Assistant Photo Editor	\$ 41,616.00
Interactive Developer	\$ 58,000.00
Web Editor	\$ 42,840.00
Marketing Research Analyst	\$ 41,616.00

3. Wage Grid – Minimum Salaries Only

Classification	Start	After Year 1	After Year 2	After Year 3
Graphic Designer	\$41,616	\$42,100	\$42,500	\$42,864
Sr. Graphic Designer	\$45,900	\$46,500	\$47,775	\$48,960
Layout	\$41,616	\$42,500	\$43,000	\$43,700
Reporter/Photographer	\$36,414	\$37,500	\$38,500	\$39,535
Copy Editor	\$41,616	\$43,000	\$45,500	\$48,898
Online Specialist	\$41,616	\$42,500	\$44,500	\$46,000
Sales Assistant	\$35,374	\$36,500	\$37,200	\$38,000
Finance Assistant (Credit Collection, Accounts Receivable, Accounts Payable)	\$37,000	\$38,500	\$40,500	\$42,500
Marketing Specialist	\$41,616	\$42,500	\$43,500	\$46,000
Section Editor	\$44,000	\$45,750	\$48,250	\$51,000

Employees who are in the above classifications shall step up on the anniversary date of the collective agreement (March 6, 2011 and March 6, 2012).

When a new employee is hired or promoted into one of the above classifications, the Company shall determine the appropriate placement on the grid. Employees who are promoted into one of the above classifications, shall be placed on the step of the scale of the new classification which results in an increase.

For the purposes of implementing the grid only, employees moving on to the grid shall move to the step above their current salary. Should the increase result in less than the GWI amount set out above, such employees will be paid the difference between the GWI and the amount of the increase in moving on to the grid. For clarity, no employee shall receive less than the GWI in moving onto the grid for the classifications set out in the grid.

For the purposes of Years 2 and 3, employees on the grid will move to the next step on the grid, or get the GWI set out above, whichever is greater. For Year 2 and Year 3, employees who are paid above the current wage scale or wage grid will be paid GWI, as set out above.

Nothing above in any way restricts the Employer's right to pay above scale.

4. Section Editors

For pay purposes only, those employees current assigned as "Section Editors" shall be paid according to the above grid. For all other purposes, those employees currently assigned as "Section Editors" remain classified as Copy Editors. Management undertakes that during the life of this collective agreement it shall not move existing Section Editors to a general copy editing assignment (i.e. a non-section editor assignment), unless there is a reduction in staff, in which case Article 14 of the Collective Agreement applies.

Management undertakes to fill any section editor vacancies from the existing section editor group first, before looking to other copy editors or externally. Should an employee who is assigned as "Section Editor" move to a general copy editor assignment (i.e. no longer assigned as Section Editor), there will be no reduction in their salary for the life of the collective agreement (March 6, 2010 – March 5, 2013), and they will be entitled to GWI or a step up on the copy editor wage grid annually, whichever is greater. This provision with regard to wage is not applicable to an employee assigned as a Section Editor for the purposes of covering an absence of an employee. Nothing in the aforementioned restricts the Company from reassigning section editors within the section editor group, as is the current practice.

If there is a Section Editor assignment vacancy, the Company will first look to fill such vacancy from the existing section editor group. Should the position not be filled in this way, the vacancy will be posted as per the current practice.

Any employee who is not in a classification on the Wage Scale or the Wage Grid shall receive the GWI set out in B.

Letters forming part of the Collective Agreement

Mike Sullivan
National Representative
CEP, SONG Local 87-M
5915 Airport Rd. Suite 510
Mississauga, ON
L4V 1T1

This letter will confirm that the parties agreed in bargaining that the Company has the right to contract out work performed by the bargaining unit and that nothing in the collective Agreement restricts such right

Free Daily News Group Inc. and 514767 Ltd
o/a METRO TORONTO

Irene Patterson

Letter of Understanding – Benefits Costs and Downloading

April 8, 2010

John Orr
Unit Chair, Metro Toronto
CEP, Local 87M

Dear John

In the course of bargaining for the renewal of the collective agreement, the parties agreed that the Company has no obligation for any costs associated with or resulting from any action taken by the Provincial or Federal governments that would result in a cost to an individual for health care coverage (“downloading”) on or after [date of ratification]. Specifically, this letter confirms that the Company and the Union agree that the collective agreement does not contemplate that any costs resulting from downloading being covered by the collective agreement and agrees that should any downloading occur, these costs will not be the responsibility of the Employer. The Union also agrees that it will not bring forward any grievances either on behalf of employees or by the Union asserting that the Employer has any obligation for any costs resulting from downloading.

Yours truly,

Alan Bower
Director of Labour Relations, SMG

**The following letters do not form part of the
Collective Agreement**

April 30 2010

Dear Alan,

This letter is to confirm the understanding reached during this round of bargaining, that the Union has given notice that it intends to bargain additional steps for classifications on the wage grid which have only one minimum rate, in the next round of bargaining.

While the parties recognize that no agreements have been reached on this issue, it will be clearly understood by both parties that the issue of the remaining eleven classifications, plus any additional classifications which may be added in the future, will be a fundamental part of the negotiating agenda of the Union in the next round.

Sincerely,

John Orr,
Metro Unit Chair
CEP Local 87-M

May 3, 2010

Mike Sullivan
National Representative
CEP, SONG Local 87-M
5915 Airport Rd. Suite 510
Mississauga, ON
L4V 1T1

Re: Re: Advertising Compensation Consultation Committee (ACCC)

The parties have agreed to establish an Advertising Compensation Consultation Committee (ACCC), which committee will consist of the following:

- (i) Two (2) members of management; and
- (ii) Three (3) members of the bargaining unit.

ACCC will meet at least three (3) times per year to discuss any issues or concerns raised by the Company or the Union with respect to an advertising salesperson compensation plan or plans. ACCC will meet annually in September to conduct:

- (i) a comprehensive review of the then current sales compensation plan or plans in place for advertising salespeople; and/or
- (ii) to review any proposed changes to any sales compensation plan or plans being contemplated by the Company.

In the event the Company is contemplating a change or changes to any sales compensation plan or plans, and such change has not been discussed at an ACCC meeting, the Company shall provide the Union with not less than thirty (30) days notice of the proposed change or changes.

In the event of any change to any sales compensation plan or plans, the Company:

- (i) will consider a number of factors which may include: economic factors; market indicators and trends; historical data; account activity and changes; territories and categories; changes to markets (new or existing); new business development; industry trends; and/or corporate objectives/strategy. In the event a change is being contemplated, the Company will provide such data to the change to the Union and to impacted Advertising Salespersons;
- (ii) will meet with the Union and impacted employees for the purpose of obtaining input with respect to structure of the compensation plan;
- (iii) will provide any changes to the compensation plan to all employees and to the Union. In advising of the changes, the Company will also provide the rationale for the change to the plan; and,

- (iv) will provide an impacted employee with no less than four (4) weeks notice of the change to the impacted employee's compensation plan.

Irene Patterson
Associate Publisher

April 28, 2010

John Orr
Unit Chair
CEP, local 87M

Dear John,

Re: Postings in Editorial for Copy Editor

Further to our discussions in bargaining, this letter will confirm that the Company agrees that should a position become open which the Company intends to fill (either a vacancy or a different shift type (i.e. days or nights)), it will offer the opportunity to employees within the classification to move to the preferred shift type subject to any interested employees having satisfactory attendance record and performance. Should an employee be subject to either a performance management or attendance management program, they will not be considered for a change in shift. In addition, should an employee have experience in the work to be done, they would be given preference. Should performance, attendance and experience be equal, and more than one employee wishes to move, the Company will move the more senior employee. This consideration of internal employees in the same classification shall occur prior to hiring external candidates.

All provisions of Article 7 and the collective agreement still apply. This letter is outside the collective agreement.

Sincerely,

Ruth Estwick
HR/Operations Manager
Metro English Canada

METRO TORONTO EDITORIAL POLICY

Metro Toronto editors or reporters shall bring to the attention of the Editor-in-Chief, in advance of publication, any columns, editorials, or other expression of opinion dealing with subjects of sex, religion and politics to enable the Editor-in-Chief to ensure that such

columns, editorials, or other expression of opinion meet accepted community standards, are not inflammatory in nature or of questionable use.

By-Line or Credit Line Use

An employee's by-line or credit line shall not be used over his or her protest if the basis of his or her protest is related to editorial content. Whenever substantial changes are made in an employee's story, an effort will be made to discuss the changes before publication of the story, failing which the by-line shall not be used. For clarity, if after discussing the changes, the employees and Company do not agree on the changes, the employee's by-line will not be used.

Activities Outside of Working Hours

An employee shall be free to engage in any activities outside of working hours provided that the Employer may:

- (1) restrict such activities if they consist of service performed in direct competition with the media properties of the Company, unless the employee receives prior authorization from the Company. Such authorization shall not be unreasonably withheld. For clarity, this clause applies to staff in relation to editorial content for the paper.
- (2) restrict such activities if they result in any conflict of interest and do not exploit the employee's connection with the Company or do not associate the Company with any particular group.

Employees shall advise the Company of any story ideas or articles written by employees on their own time that may be suitable for publication by Metro. Should Metro wish to publish such a story or article, the employee and Company may agree on terms and conditions for such publication. Employees who decided to contribute freelance are not entitled to be paid extra salary or wages unless the payment is agreed to in advance by the Company. If the Company does not accept the story idea or article, the employee may submit it to a non-competing publication. The employee must confirm with the Editor-in-Chief whether the publication is a non-competing publication. The Company agrees that it will provide working time or overtime for staff who are writing freelance stories or columns that have been requested directly by the Company. The Company shall have the right to select what stories or columns it wishes to publish and determine a reasonable period of work time to be provided or whether overtime is provided. The Company is not obligated to provide working time to staff who wish to write a freelance piece that has not be requested by the Editor-in-Chief. Freelance by staff shall be purely voluntary. No employee shall be required to produce content for publication in the newspaper, save and except reporters/photographers.

Libel, Civil or Criminal Actions

The Company will provide legal counsel of its choice for the defence of an employee facing a libel or related civil action or criminal charges as a result of work published by the Company or an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment.

If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages or benefits as a result of time off work to attend court.

Corrections, Apologies and Letters to the Editor

Except where libel or legal action has been threatened or appears probable, the Company 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 Company shall attempt to contact the employee by telephone at home and at work.

It shall be the responsibility of the employee to provide the necessary telephone numbers. Nothing in this paragraph prevents the Company from publishing a correction or apology where the employee has not acted responsibly, within the scope of employment or where the employee has failed to verify the accuracy of facts in the story.

An employee, upon request of the Company, shall be required to give up custody of and disclose to the Company, all knowledge, information, notes, records, documents, films, photographs or tapes relating to his employment together with the source thereof, such material being the property of the newspaper. Except in the case of a court order, the Company agrees not to release same to any other person without first discussing with the employee the reason for its release.

Advertorial

The Company will have **Metro Custom Publishing (formerly known as Advertising Features and Information Features)** done by Creative Services.

Client Interaction

With respect to attendance at Metro or industry events, which may occur from time to time, it is the preference of the Company that Editorial staff are agreeable to participate.

The purpose of a copy editor's attendance is not to make a sales presentation but is to represent and promote the paper, Editorial and in some cases a particular section. Should it be required, any such assignments will be made by management. In addition, Editorial staff may be asked to attend sales calls or events organized by the sales department. It is understood that Editorial employees will not be subject to discipline for a refusal to attend a sales call or events organized by the sales department.

Copyright

The Company has the full right to use and/or re-use, in any manner, form or medium that the Company chooses, all material produced for the Company by the employees during their employment with the Company.

The Company reserves the right to amend this policy.

INTERN POLICY

1. Editorial: There shall be a maximum of 3 Editorial Interns from different journalism schools at any one time for a maximum of 6 weeks. Each intern will work with managers and copy editors. No copy editor shall be asked to work with more than one intern at a time. The parties agree that these time periods may be amended to reflect the course requirements.

Training and supervision shall be the responsibility of the Managing Editor or their designate.

2. Other Departments In the event that the Company utilizes Interns in other Departments outside of Editorial, it will have no more than 4 interns outside of Editorial at any one time.

With the consent of both parties, the limitations above may be exceeded in special circumstances, such as election coverage. Consent will not be unreasonably withheld.

In the event of a significant increase or decrease in business, the parties will meet to discuss appropriate changes to the above limits.

All Interns must be enrolled in and participating in a program at a recognized educational institution. The internship period is between 6-8 weeks in length. The Company will set KSA's (Knowledge, Skills, Abilities) defined for internships that will vary by department and responsibilities. Training and supervising of the Interns shall be the responsibility of Management.

Where Interns have already been confirmed to start an internship at a future date and no layoff was planned at the time of securing the intern(s) in the department, such internships would proceed even if a layoff is later planned. However, the Company agrees that where a layoff is planned, it will not subsequently secure or confirm an intern in the department impacted by the layoff until the layoff and recall period is complete. This would not restrict having interns in departments not impacted by the layoff.

The Company will continue its current practice to advise the Union of Interns when Interns are secured and no later than a couple of days in advance of an Intern starting or as reasonably possible.

The Intern Program shall be reviewed on an annual basis by the Union/Management Committee.

April 9, 2010

John Orr
Unit Chair
CEP Local 87M
Metro Toronto

This letter will confirm should Metro be considering any Interns while a layoff or recall is occurring in another department, the HR/Operations Manager, or a designated alternate, will advise the Union. Should the Union wish to discuss whether the Intern's role, in their view, is similar to the work of a classification where a there is a layoff, it shall contact the HR/Operations Manager. This meeting will take place prior to securing the internship under consideration.

Sincerely,

Ruth Estwick
Human Resources/Operations
Metro English Canada

VACATION SCHEDULING GUIDELINES

1. In December, Management shall establish the number of people on vacation by group (which may be by department or, in the case of Sales Account Managers, categories and in the case of Editorial News and Lifestyle/Entertainment desks and reporters) at anyone time and any other restrictions on vacation. (For example, vacation may not be granted in week of a launch of a new paper or due to special projects)
2. The vacation schedule/calendar will be circulated in each "group" by seniority starting in December for the next vacation year. Each employee will have 2 days to indicate their vacation requests. Each person may only select 1 week between Victoria Day and Labour Day (Summer period) in the first round. All employees shall select vacation by February 28.
3. Employees may use up to one week's vacation as single days which do not need to be scheduled as per Para 2. For such single days, 48 hours or more notice is required. Approval will be subject to operational needs.
4. After February 28, the vacation schedule will be posted. Employees may then select a second consecutive week in the Summer period if such time is available on the schedule.
5. Employees may arrange to switch full vacation weeks subject to approval of their Department Head.
6. Any vacation not requested by February 28 as per the process set out above shall be considered on a first come/first serve basis.
7. Any employee who has not scheduled 2/3 of her vacation by June 1 will be reminded to schedule their vacation. If an employee has not scheduled her vacation by June 15, her vacation will be scheduled by Management.
8. If single days of vacation are not scheduled by September 15 employees will be advised to schedule them. Any days not scheduled by October 16 will be scheduled by Management.
9. If at the request of the Employer an employee is unable to take her vacation in any year by December 31, the employee shall take any remaining vacation no later than March 31 of the following year. If an employee carries over vacation in these circumstances she must submit a vacation request for this vacation carryover no later than January 31. If an employee has not taken such remaining vacation by March 31, the outstanding vacation will be paid out.
10. In the event that an employee leaves employment of the Company for any reason, the employee's vacation entitlement for that year shall be pro-rated based on the amount of the calendar year worked and the employee's vacation entitlement level. The employee shall be paid any outstanding vacation entitlement based on the pro-rated amount upon termination.
11. Vacation time off is subject to operational needs. The company may cancel vacation for operational needs.
12. No employee will be allowed to forgo vacation in any year for the purpose of adding to the length of vacation in any succeeding year. All vacation entitlement for a calendar year must be taken by December 31, except as otherwise provided for herein.
13. The vacation year is the calendar year.

ABSENCES DUE TO SICKNESS OR INJURY PROTOCOL

It is the goal of Metro Toronto to promote and provide assistance for its employees who are sick or injured and which sickness or injury affects their ability to attend work and maintain regular attendance at work.

Employees who are absent due to sickness or disability are obligated to provide sufficient medical documentation in order to support their absence and assess eligibility for sick paid days. Metro Toronto provides up to seven sick paid days per calendar year for employees that are unable to work due to sickness or injury. In addition, employees who are absent from work and in receipt of short-term disability ("STD") benefits from the insurer may also be required to provide medical documentation to support their continued absence. Sufficiency of medical documentation for the purposes of payment of STD benefits by the insurer is not decided by the Company and will not be assessed by the Company.

ELIGIBILITY

All Metro Toronto permanent full-time employees that have completed their probationary period are eligible for paid sick days. Eligibility for Short-term disability benefits is set out in the benefits plan and determined by the insurer.

WHAT TO DO WHEN YOU ARE ABSENT

An employee is required to notify her immediate manager, or the manager's delegate, prior to the commencement of her shift. The notification allows the employee's department to make timely decisions regarding short-and long-term staffing requirements, the redistribution/rescheduling of work, and assessing the need for additional staff and/or time (scheduling overtime) in order to meet departmental and operational needs.

Employee Contacts Manager: An employee is required to provide the following information when reporting their absence:

REASON

Personal Reasons: bereavement, jury duty, other personal reasons (for example: car trouble, family emergency, etc). Absences due to bereavement and jury duty may be paid for as per the policy on those issues. Other absences must be approved and may not be paid. Non-Occupational: if an employee is sick or disabled or has incurred an injury or had an accident. Occupational: if an occupational injury or illness occurs, the manager or immediate supervisor should be notified immediately or as soon as possible of the workplace injury or incident.

DURATION OF ABSENCE

An employee should provide her manager with an approximate time frame for the duration of her absence, where known. At this time, the manager should advise that satisfactory and timely medical documentation is required to support the absence and

that the employee is required to call the manager daily to apprise the Company of her status, unless alternative arrangements, as referred to below, are agreed to by the manager.

CONTACT NUMBER

An employee is required to contact her manager on a daily basis during her absence. However, dependent upon the duration and nature of the absence, the manager and the employee may agree to an alternate schedule for timely and appropriate reporting by the employee.

MANAGEMENT RESPONSIBILITIES

A manager should :

Acknowledge an employee's absence either on the initial call or via a call back if that employee has reported her absence to the manager's delegate.

Offer modified work, if appropriate and available, and offer assistance to ensure an employee's safe and healthy return to work.

Advise the employee that medical documentation supporting the employee's absence and satisfactory to the Company is required. Failure to provide satisfactory and timely medical documentation may result in an employee not being eligible for paid sick days.

Remind the employee that she has an obligation to maintain daily contact with the manager, or as frequently as required by the manager.

Follow up with the employee throughout the duration of the absence.

ABSENCES

The Company reserves the right to request medical documentation for each and every absence. Paid sick days may be reclaimed through deductions from wages, where the information available supports that the employee was fit for work, with or without modified duties.

Where an employee is absent for medical reasons that may require modified duties or hours, the employee is required to provide updated medical information prior to her return to work. The information provided must identify the nature of any restrictions or limitations, as well as the duration of such limitations or restrictions.

In circumstances where the employee has failed to provide satisfactory medical documentation in accordance with this policy, the manager will contact the employee to remind the employee of her responsibilities and obligations in these circumstances and will advise the employee of the potential consequences of her actions.

WHERE AN EMPLOYEE IS ON SHORT-TERM DISABILITY BENEFITS

Where an employee is on short-term disability benefits, her claim shall be managed and adjudicated by the insurer. The Company does not have any input into determining entitlement to benefits. Where an employee is on STD benefits, the employee must update her manager on a monthly basis with regard to her status, prognosis and return to work date, if known. Dependent upon the duration and nature of the absence, the manager and the employee may agree to an alternate schedule for timely and appropriate reporting by the employee.

An employee must also provide the Company with medical documentation at least two weeks prior to her return to work indicating her fitness to return to work and indicating if there are any restrictions or accommodations required. In addition, if an employee has been advised by the insurer that STD benefits are being discontinued, the employee must notified the Company immediately. At this point, the Company will also require updated medical documentation regarding the employee's status.

POLICY ON EXPENSES

Metro Toronto shall reimburse employees for all authorized expenses reasonably incurred in the course of their employment. Unauthorized expenses or expenses that are unreasonable and excessive may not be paid.

Expenses Expense reports must be filed within one month of incurring the expenses (e.g. January expenses must be submitted prior to the end of February). This allows better monitoring of expenses and provides more timely processing. Approved expenses shall be paid out on the pay cheque following the date the expenses are submitted and approved.

All expenses must be submitted on the claim form required and must include the following information:

- Name and department
- Date of expense
- Description of expense (please ask if you are not sure how to describe expenses)
- Entertainment expenses must include the name of the person(s) taken out and the company for which they work. This includes internal or external meetings.
- Parking expenses must include the name of person(s) and company that you are visiting and address
- Taxi expenses must include the to/from location
- Accurate GST amounts, where applicable.

Failure to provide the information required may result in the nonpayment of expenses. Failure to submit expenses within the timeframe set out above may result in nonpayment.

Expense reports must be submitted for approval by the Department Head and Controller for payment.

Employees who are traveling by train or air and who require out of town accommodation should speak to their Department Head and the Controller prior to the travel date, and as soon as she is aware of the need to travel, to arrange for payment of transportation and accommodation by Metro or an advance to cover those costs. Other expenses incurred with respect to such travel that are within the policy must be submitted for reimbursement. An employee may request an advance for the cost of taxis and meals of no more than \$75/day.

The Company reserves the right to amend this policy.

OVERTIME MANAGEMENT POLICY

Policy objective

To establish the rules pertaining to overtime (including all time in lieu). Effective management of overtime requires that overtime needs be assessed, alternative methods of meeting or eliminating these needs be considered and appropriate action plans developed.

Policy statement

Overtime may be authorized when management is satisfied that the work or service involved is essential, and that overtime is the most appropriate and cost-effective way of doing this work or providing this service.

Overtime, for the purposes of this policy, is defined as authorized time worked by an employee in excess of the standard daily or weekly hours of work and for which the employee may be entitled to compensation pursuant to the provisions of a collective agreement.

Some key points:

- Normal work week consists of 37.5 hrs
- Between 37.5 and 42 hours OT is paid at the employee's straight time
- In excess of 42 hours OT is paid at time and one half of the employees rate
- Employees have the option of taking accumulated overtime (in excess of 42 hrs) as lieu time
- Lieu time must be taken within 12 months of the work week in which it was earned (unless otherwise agreed to between the manager and the employee). If not used, it will be paid out to the employee at the rate earned.

Application

This policy applies to all non-sales departments and all non-sales employees in English Canada. Where a provincial employment standard or collective agreement takes precedence, the employment standard of that province or collective agreement shall apply.

Policy requirements

It is the responsibility of departments to manage overtime in a way that will ensure that its use is kept to an appropriate minimum and its cost is justified. It is also the responsibility of the department head or their designate to assess, plan and address workload, absences (sickness, vacation and any other leave) and any other operational need.

The use of overtime must be controlled by department managers.

- Procedures should be in place to ensure adequate authorization and reporting and to ensure that overtime is not misused.
- Employees should not be self-assigning overtime. Managers must always be aware of, approve and support the reason for overtime.
- Responsibility for monitoring and authorizing overtime should be clearly assigned by the department head to a manager(s) or supervisor (s).

The reasons for overtime usage must be clear and justifiable in relation to the cost of such overtime and operational requirements.

Human resource information will be provided to managers to assist them in meeting the needs of overtime management.

- Appropriate information on overtime use, cost and justification will be made available to all department heads..
- HR will work with each management team in each area if necessary to assist in establishing best practices and specific procedures on managing overtime.
- Departmental overtime practices will be implemented through departmental training sessions/meetings to ensure employees understand the overtime protocol.
- Overtime will be added to monthly KPI's on financial reporting to ensure costs are maintained and controlled.

April 9, 2010

Mike Sullivan
National Representative
CEP, SONG Local 87-M
5915 Airport Rd. Suite 510
Mississauga. ON
L4V 1T1

Dear Mike:

Subject: Transfer to Other Metro Offices

Further to our discussions on this matter employees at Metro Toronto are on occasion asked if they are interested in working in another Metro Office in Canada for a temporary period. Such opportunities for employees are voluntary ones and may be declined by employees. No employee is required to accept a temporary assignment in another Metro Office.

Yours truly,

Alan Bower
Director of Labour Relations, SMG

April 30, 2010

John Orr
Unit Chair
CEP Local 87M
Metro Toronto

This letter will confirm that the company will accommodate parking spots for those employees who currently are afforded parking on the night shift. Parking accommodation will be done, if possible, through the use of prepaid parking spots assigned to management or salespeople, or some other alternative. The details of this accommodation will be discussed by the HR/Operations Manager and a representative of the Union prior to the company's move date of May 27,2010. Where parking is not available to be provided for an employee as noted above, the employee will remit parking expenses to management through the normal expense process for reimbursement.

Sincerely,

Ruth Estwick
Human Resources/Operations
Metro English Canada

Original Memorandum of agreement signed by:

For the company:

Alan Bower
Myfanwy Marshall
Brenda Gardiner
Ruth Estwick

For your Union:

Mike Sullivan
John Orr
Ben Rycroft
Jackie Tippett
Richard Leitner

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-to-day 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.