

COLLECTIVE AGREEMENT

between

the

NIAGARA FALLS REVIEW

A Division of Osprey Media Publishing Inc.

-and-



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

LOCAL 87-M

SOUTHERN ONTARIO NEWSMEDIA GUILD

January 1, 2010 to December 31, 2012

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Local 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 *Newsmedia* 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.

PREAMBLE:

This Agreement entered into as of the 11th day of June, 2010, between The Review, a division of Osprey Media Publishing Inc., Niagara Falls, Ontario, hereinafter referred to as the “Company”, and the Communications, Energy and Paperworkers Union of Canada, Local 87-M S.O.N.G. (Southern Ontario Newsmedia Guild), hereinafter referred to as the “Union”.

WITNESS: That in consideration of the covenants hereinafter mutually agreed to, it is hereby agreed to as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND MANAGEMENT RIGHTS

- (a) The Company agrees to recognize the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild as the exclusive bargaining agent for all employees of the The Review, a division of Osprey Media Publishing Inc., in the following bargaining unit:

All employees in the Editorial Department of the The Review, a division of Osprey Media Publishing Inc., in the Regional Municipality of Niagara, save and except persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act. For the purposes of clarity, as of the date of the application for certification, the following positions are excluded on the basis that the incumbents exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act: Managing Editor, City Editor, News Editor, Sports Editor and Night Editor.

- (b) The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and

regulations governing the operations, and to establish and enforce rules and regulations governing the conduct of employees, is the exclusive function of the Company, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Company not specifically dealt with herein shall be reserved to the Company and be its exclusive responsibility. The Company agrees to exercise the above rights in a fair and reasonable manner.

ARTICLE 2 - UNION DUES

- (a) The Company shall deduct from the wages of members of the Union such dues and/or special assessments as authorized in writing by the Union. The Company shall remit to the Union such deductions not later than the end of the month in which such deductions were made. The Union agrees that it will indemnify and save the Company harmless for any and all claims which may be made against it by an employee, or employees for amounts deducted from wages as provided in this article.

ARTICLE 3 - UNION RECOGNITION / MEMBERSHIP

- (a) The Company recognizes the Union as the sole collective bargaining agency for the members covered by this Agreement, and hereby consents and agrees to negotiate with the Union any and all matters affecting the relationship between the Company and all members within the scope of this Agreement as described in Article 1, Scope of Agreement.
- (b) It is a condition of employment of any employee as of the date of signing of this agreement who is a member of the Union or who thereafter becomes a member of the Union, that he/she remain a member in good standing. All future employees shall, as a condition of employment, become and remain members in good standing of the Union within twenty (20) days of commencing employment. The Union agrees that it will accept into and retain in membership any employee subject to the Constitution and By-Laws of the Union, and further agrees that an employee shall not

be discharged in the application of this provision except for non-payment of dues.

- (c) The Company, upon signing this agreement and annually thereafter, shall supply the Union with a list containing the following information for all employees covered by this agreement:
 - (i) Name and address;
 - (ii) Date of hiring;
 - (iii) Date of birth;
 - (iv) Classification;
 - (v) Salary;
 - (vi) Experience rating and experience anniversary date (where appropriate).

The Company shall notify the Union in writing with reasonable frequency with respect to resignation, termination, deaths, leaves of absence and other revisions in the data listed above, with effective dates. Within one month after the hiring of a new employee, the employer shall furnish the Union, in writing, with the data specified above for each new employee.

- (d) The Company agrees to allow for the placement of an on-site ballot box for annual union elections that may take place, provided that there is no disruption to the workplace or business operations. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirements.
- (e) The Company shall advise new employees, or employees who are transferred into the bargaining unit, that a collective agreement is in effect and advise such employee(s) of the name of the union's Unit Chairperson. The Company shall advise the unit chair when an employee is hired or transferred into the bargaining unit.

ARTICLE 4 - NO STRIKE OR LOCK OUT

- (a) The union agrees that during the term of this agreement, there will be no strike, slowdown, or other stoppage of work. The Company agrees that there will be no lockout of employees during the term of this agreement. No officer or representative of the Union shall

authorize, instigate, aid or condone any such activities. No members shall participate in any such activities.

ARTICLE 5 - SENIORITY AND SECURITY OF EMPLOYMENT

- (a) Any future employee who completes a probationary period of 90 working days shall be placed on the seniority list for the Union, and his or her seniority date shall be his or her original date of hire. Probationary employees may be dismissed for any reason prior to the completion of their probationary period provided the Company does not act in bad faith. The probationary period may be extended by mutual agreement of both parties.
- (b) The Company shall have the right to determine the size and disposition of the staff.

If the Company decides that it is necessary to reduce staff then employees will be laid off within each classification on the basis of the reverse order of their total length of service since last hired provided that the remaining employees have the qualifications (which may include skill, ability, knowledge, training and experience) to perform the work required. Classification means a job classification listed within a wage group in the Wage Schedule.

The Company shall accept voluntary resignations, to be effective on the date the layoff is to take effect, from employees in the affected classification, provided those remaining in the classification have the qualifications, skill, ability, knowledge and experience to perform the work required. The number of employees to be laid off will be reduced accordingly. Such volunteers will receive severance pay in accordance with section (d) below but will otherwise be treated as people who have quit for the purposes of this agreement. The Company will not be under any obligation to accept more voluntary resignations in a classification than required to prevent the layoff in that classification.

An employee in a classification being reduced in number may elect to go into a lower rated classification provided they have worked in such classification within the preceding three years and have the

qualifications, skill, ability, knowledge and experience to perform the work required. This shall apply when the employee's total service with the Company exceeds that of another employee in the lower classification, who will then become the employee to be laid off.

- (c) Upon termination of employment, exclusive of retirement, quit, death or discharge for just cause, an employee shall be given notice required by the Employment Standards Act with a minimum of three weeks' notice or pay in lieu thereof at the Company's option. In either circumstance, the Company shall give the Union written notice on the day the employee is notified.
- (d) Severance pay at the rate of one (1) week's wages for each completed six (6) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum of thirty-two (32) weeks. If a laid off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Company. Reasonable terms shall be arranged if required by the employee.

Effective January 1, 2012, the above maximum will be increased to thirty-four (34) weeks.

An individual who is recalled to work after having received some or all of the severance pay he or she was entitled to shall, if the employee becomes entitled to severance pay again, have deducted from his or her continuous service the amount of continuous service used to determine the amount of severance pay previously paid to the employee. This adjustment in continuous service shall be made only for the purpose of calculating future entitlement to severance pay.

There shall be no duplication or pyramiding of severance under the provisions of the Employment Standards Act. If severance pay is required to be paid under the Employment Standards Act, the amount of severance pay paid or payable under this Agreement shall be reduced by the amount of such statutory severance pay.

- (e) Employees will be recalled to work in the reverse order from the classification from which they have been laid off, provided they have the skill, ability, knowledge, training and experience for the work required and provided, however, that such recalls take place within one (1) year from the date of layoff.

Employees on layoff shall be eligible for recall to other positions in the Wage Group from which they have been laid off, provided they have the requisite seniority, they have performed the job within the last three years and they have the qualifications, skill, ability, knowledge and experience to perform the work required. For this purpose, Editors and Multi-Media Journalists shall be considered to be in the same wage group. Such recall must take place within 1 year from the date of layoff.

Upon being so recalled, an employee shall within five working days notify the Company in writing of the employee's intention to return to work and within an additional five working days report for work. The Company agrees to advise the employee of such recall in writing with a copy of the notice to the Union. It will be the responsibility of the employee to provide the employer with an up-to-date home address and telephone number.

When a laid-off employee accepts a temporary recall not exceeding three months duration, the employee's recall rights are extended by the length of time worked during the temporary recall and do not restart following the temporary recall period.

- (f) Any employee who refuses a position in the classification from which laid off automatically terminates any claim to further employment by the Company except that a full-time employee may refuse work of a temporary nature, or part-time work, without affecting his/her recall rights.
- (g) An employee shall lose seniority and employment in the event that:
 - (i) the employee voluntarily quits.
 - (ii) the employee is discharged for just cause and is not reinstated by an arbitrator.

- (iii) the employee fails to report for work within 10 working days after notification by the employer of recall to work following layoff. If an employee fails to return to work for reasons of sickness or accident, the employee must provide a medical certificate from a qualified physician prior to reinstatement.
- (iv) the employee has been laid off for a period exceeding 12 consecutive months.
- (v) the employee has been absent without an explanation satisfactory to the Company for three working days.
- (vi) the employee fails to report to work after an authorized leave of absence without providing an explanation satisfactory to the Company.
- (vii) the employee retires.
- (h) If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by it in its operations, and such layoff will occur within three (3) months of the change, the Company shall give the employee at least two (2) months notice of the layoff. During this period, the Company and the Union shall meet to discuss ways and means of reducing the impact of such change.
- (i) The Company and the Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code, nor will any employee be discriminated against for union activity or lack of union activity. The Union and the Company recognize the right of all employees to work in an environment free from harassment. The representatives of the Union and the Company will continue to resolve workplace issues in a professional manner and with mutual respect.

ARTICLE 6 - JOB POSTING

- (a) In the case of a vacancy to be filled, the Company will post such vacancy for a period of not less than seven (7) working days.

Current bargaining unit employees shall be given an opportunity to apply for such a vacancy.

- (b) The Company shall interview employee applicants who are qualified (which may include the criteria of skill, ability, knowledge, training and experience) and unsuccessful employee applicants shall be advised of the reasons that they were not granted the position.

If, in the sole opinion of the Company, there are two or more employee applicants who possess the above qualifications, then the applicant with the most seniority shall be the successful candidate.

The Company shall provide a trial period for the successful employee candidate of up to thirty (30) calendar days, with a minimum of a ten (10) calendar day familiarization period, unless the company and the union mutually agree to amend the minimum trial period. At the end of the trial period, the employee, if satisfactory, shall be confirmed in the new position. If not confirmed, the employee shall be returned to the previous position.

- (c) The Company maintains the exclusive right to hire outside the bargaining unit if it so requires.

ARTICLE 7 - DISCIPLINE / DISCHARGE

- (a) Discipline shall be only for just and sufficient cause and the discharge of an employee who has passed their probationary period shall be only for just and sufficient cause. Any discharge shall, on request of the member concerned, or on motion by the Union, be subject to review by the Grievance Committee as provided for in Article 14.
- (b) In the event of discharge, the Union may proceed directly to Step 3 of the Grievance Procedure.
- (c) Employees shall have the right to have a union representative present at any disciplinary meeting which may result in the imposition of discipline. Copies of written discipline will be provided

to the union. In the event that a union representative is not available, this provision will not prevent the Company from taking appropriate action if immediate action is required.

- (d) Copies of formal discipline shall be removed from an employee's personnel file thirty-six (36) months after the date of issue, provided there has been no further discipline issued during the thirty-six (36) month period.

ARTICLE 8 - WORKING HOURS AND OVERTIME

- (a) The standard work schedule for full-time employees shall be five (5) days and 37.5 hours. On mutual agreement, the Company may schedule employees to work six shifts one week and four shifts the next week. In such case, the sixth shift shall not be paid at overtime rates.
- (b) Overtime shall be defined as work authorized and required beyond 37.5 hours in a week. Overtime shall also be defined as daily hours worked that are authorized and required in excess of 7.5 due to factors or circumstances beyond the control of the employee. It is understood that, in the application of the above, there shall be no duplication of overtime payment made for the same hour of overtime.
- (c) When a full-time employee is required to work overtime, he shall have the option of taking cash or compensating time off equivalent to time and one-half of the time worked, at a time mutually satisfactory to the Company and the employee. A maximum of 37.5 hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash. In order to have a valid claim for overtime pay or compensating time off, the overtime must be reported by the employee to the Company on a weekly basis on Fridays.
- (d) Employees will not be required to begin one scheduled shift sooner than nine hours following the completion of the previous regularly scheduled shift, unless the employee consents.

- (e) Work schedules shall be arranged and posted by the Company each Thursday for the following week. Weekend schedules for the following two months shall be arranged and posted by the Company by the twentieth of each month. Such schedule may be changed at any time by the Company due to unforeseen events or circumstances, including vacations scheduled after the posting. Prior notice of such changes shall be given when possible.
- (f) Where an employee regularly works the same scheduled hours from week to week, where practicable, the employee's normal starting time shall not be changed by more than one hour unless the employee has been given one week's notice of such change. Changes may be made by the Company to cover emergency situations.
- (g) Effective upon ratification, a regular full-time employee required to work anytime between 8 p.m. and 7 a.m. will receive a \$1.20 per hour premium for the hours worked between 8 p.m. and 7 a.m. Effective on January 1, 2011, the premium will increase to \$1.25 per hour. Effective on January 1, 2012, the premium will increase to \$1.30 per hour.
- (h) An employee working 7.5 hours or more in a day will receive an unpaid lunch period of 30-60 minutes. The current practice pertaining to paid break periods will continue.

ARTICLE 9 - SUNDAY PUBLICATION

- (a) In the event of a regular Sunday Edition, the parties agree that the regular shift established to produce this Edition will be at straight-time rates. The Company will endeavour to provide the employees as much notice as is reasonably possible of the launch of the Sunday publication.

ARTICLE 10 - VACATIONS

- (a) All members covered by the terms of this agreement shall receive vacation with pay according to the following chart, effective upon ratification:

Years of Service / Wks. of Vacation	Vacation Pay
Less than 1 yr. 1 day/month	4% of earnings
After one year 2 weeks	4% *
After three years 3 weeks	6% *
After nine years 4 weeks	8% *
After twenty years 5 weeks	10%*

* Percentages of the previous year's earnings, or the equivalent weeks present pay, whichever is greater.

An employee who reaches the next vacation entitlement level prior to May 1st of any year, shall be entitled to the extra week of vacation in the same year once his/her anniversary date has been reached.

- (b) Vacation schedules shall be approved by management, subject to the operational requirements of the business. In the event of a conflict over vacation dates, seniority will govern. Employees who fail to select vacation dates before March 15 may lose the privilege of selection to which their seniority entitles them.

No employee shall be allowed more than two consecutive weeks of vacation between June 15 and September 15 of any year unless all employees in the classification have had the opportunity to arrange two consecutive weeks of vacation in that period.

Vacation schedules shall be confirmed in writing, once approved by the Company. Whenever possible, vacations shall be arranged to start from the end of the employee's regular shift week.

Should a paid holiday fall within an employee's vacation period, the employee shall receive an additional day of vacation with pay for each such holiday. Upon mutual agreement by the employee and the company, this additional day of vacation with pay may be added to the vacation period, or taken at another time.

Subject to the requirements of the business, the Company has the right to place reasonable limits on the number of persons on vacation at any one time.

All vacations shall be taken within the calendar year. There shall be no carry over of vacation entitlements from one year to the next except with the approval of the Company.

- (c) An employee who is laid off or whose employment is terminated shall receive pro rata vacation pay for the period to which the employee is entitled.

ARTICLE 11 - STATUTORY HOLIDAYS

- (a) The following holidays shall be paid for at the employee's regular rate of pay, if not worked:

- New Year's Day
- Good Friday
- Victoria Day
- July 1st, Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Family Day

provided the employee has worked the scheduled day before and day after such holiday unless absent by reason of illness, death in the immediate family or other good and sufficient reason, provided arrangements have been made with the Department Head.

An employee required to work on the day of observance of a holiday shall be paid at time and one-half for all hours worked, in addition to their regular pay. The employee may choose to take all or part of this premium in equivalent time owing. The employee may also have the option of taking another day off with pay in lieu of receiving his regular pay for that holiday upon mutual agreement between the employee and the Company.

ARTICLE 12 - RATES OF PAY

<u>Classification / Level</u>	<u>Jan. 1/09</u>	<u>Jan. 1/11</u>	<u>Jan. 1/12</u>
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Editors

Start	\$788.11	\$795.99	\$807.93
1 year	\$834.49	\$842.83	\$855.47
2 year	\$880.86	\$889.67	\$903.02
3 year	\$927.21	\$936.48	\$950.53

Multi-Media Journalists

Start	\$525.80	\$531.06	\$539.03
1 year	\$594.80	\$600.75	\$609.76
2 year	\$663.79	\$670.43	\$680.49
3 year	\$732.81	\$740.14	\$751.24
4 year	\$801.82	\$809.84	\$821.99
5 year	\$870.79	\$879.50	\$892.69

Data Entry

Start	\$344.96	\$348.41	\$353.64
1 year	\$388.13	\$392.01	\$397.89
2 year	\$439.90	\$444.30	\$450.96
3 year	\$517.51	\$522.69	\$530.53

Bureau Chief(s) will be classified for the purposes of this agreement as a Multi-Media Journalist, but will receive ten (10) dollars per week above their appropriate rate on the grid, provided that the employee has a minimum of three months experience as a Bureau Chief.

In the application of the above rates of pay, experience shall include all employment in comparable work. Comparable work shall be assessed at the time of hire based on details of experience outlined in writing to the employer prior to the offer of hire being made.

An employee permanently promoted to a higher paid classification within the bargaining unit shall receive the rate of the higher classification next

higher in dollars to the rate the employee received in the lower classification.

An employee temporarily required to work the duties of a higher classification for six (6) consecutive shifts, shall receive the rate of the higher classification that is next higher in dollars to the rate the employee receives from the sixth shift on. When the Company temporarily assigns an employee to a higher classification for a full shift on a regular basis, the employee shall receive the rate in the higher classification next higher than the employee's regular salary.

The Company will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue.

ARTICLE 13 - TIME OFF

(a) **BEREAVEMENT** - In the event of a death in a member's immediate family (member's parents, sister, brother, spouse, children, mother-in-law, father-in-law, stepmother, stepfather, legal guardian) such member shall be entitled to be absent from work for not more than three (3) regular working days when such absence is necessary to make arrangements for and/or to attend the funeral. During such absence the member shall be compensated at their straight hourly classification rate for such regular time lost.

Employees shall not be paid for regularly scheduled off days or when the pay is duplicated under any other provision of this contract.

Members shall be entitled to be absent from work for one working day with pay to attend the funeral of a grandparent, grandchild, aunt, uncle, sister-in-law or brother-in-law.

The reference to spouse in Article 13 will include Common-Law spouse and children thereof.

The term "spouse" in paragraph 13 (a) above shall be defined in accordance with the Family Law Act. Where those criteria are met,

the term “common-law spouse” and “same-sex partner” will have the same effect as the term “spouse”.

(b) **JURY DUTY**

Members called for Jury Duty shall receive makeup pay to the regular rates for time lost. Employees released from jury duty for one-half day or more shall be required to return to work to perform their regular duties.

(c) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.

(d) Leave of absence without pay shall be granted to not more than one employee at any one time upon three weeks’ written notice that an employee has been elected or appointed as a delegate to conventions and/or conferences of the Communications, Energy and Paperworkers Union of Canada, Canadian Labour Congress, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special and/or educational meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof. The granting of such leaves shall be dependent upon not causing an unreasonable disruption of the Company’s operations.

(e) The Company may grant leave of absence with pay upon request to employees who must attend to family emergencies or sick or injured members of their immediate family

(f) Leaves of absence without pay may be granted at the discretion of the Company, providing such leave does not cause a disruption of the operation. Requests for such leaves shall be made in writing stating the reasons for the leave and the period for which the leave is sought. All conditions of the leave and return to work must be in writing and agreed between the Company and employee prior to the commencement of the leave.

ARTICLE 14 - GRIEVANCE COMMITTEE

- (a) All disputes and grievances between the Company and any or all said members shall be submitted to the Grievance Committee as established herein.
 - (i) The Union shall elect and the Company shall recognize a committee of two (2) members, one of whom shall be the chairman, and all of whom shall be members of the Union and employees of the Company. This committee shall be known as the "Grievance Committee". To this committee shall be referred all questions arising out of the operation of this Agreement, and all disputes regarding the interpretation of this Agreement.
 - (ii) STEP 1 - The aggrieved member (in company with members of the Committee) shall present his grievance, within 5 working days of the circumstance which led to the grievance, on the official grievance form to the immediate supervisor outside the bargaining unit or his designate.
 - (iii) STEP 2 - Should the immediate supervisor outside the bargaining unit or his designate fail to arrive at a mutually acceptable settlement with respect to the grievance within 3 working days after presentation thereof to him, the aggrieved member (in company with members of the Committee) shall present such grievance in written form to the Company within 2 working days of receipt, in writing, of the immediate supervisor outside the bargaining unit or his designate's decision. The grievance shall thereupon be discussed within 2 working days and a solution with respect thereto shall be sought between the Committee and the Company's representative.
 - (iv) STEP 3 - In the event of failure of the committee and the Company's representative to agree with respect to the grievance within a further working day, the Union shall be at liberty to call in a Union representative to assist, at a meeting with the Company's representative to be held within a further ten (10) working days. Should the matter not be resolved within a further working day, either party may refer it to an

arbitration board within fifteen (15) days of the final meeting, providing the other party has been notified, and an arbitration board shall be set up in the following manner. Time limits in all of the above Steps may be extended by mutual agreement of the parties.

- (v) In general, it is intended that grievances which are not resolved shall be submitted to a single Arbitrator; however, either party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply.

SINGLE ARBITRATOR - In the event that a grievance is to be arbitrated by a single Arbitrator, the parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Ministry of Labour. The provisions of this Article insofar as they refer to a Board of Arbitration shall be deemed to apply to the Arbitrator in the performance of his duties.

BOARD OF ARBITRATION - The Union and the Company shall each appoint one (1) member to the Board of Arbitration. Both parties shall be allowed ten (10) working days to make such appointments and notify the opposite party. The members thus named shall elect an impartial umpire as chairperson. Failing agreement within a period of ten (10) days as to the choice of such umpire, the Minister of Labour for Ontario shall be requested to appoint and name such an umpire or chairperson, and whether selected by the parties hereto or foresaid, or appointed by the Minister of Labour, the decision of the majority of this arbitration board shall be final and binding on the parties hereto.

- (vi) The arbitration board shall not alter, modify or amend any part of this agreement or make any decision inconsistent with the provisions of this agreement with the exception that where an employee has been discharged or disciplined for cause, the arbitration board may substitute such other

penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all the circumstances.

- (vii) Each of the parties to this agreement will bear the expenses of the arbitrator appointed by it and the parties will share equally the expenses of the chairman.
- (viii) It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement.

ARTICLE 15 - HEALTH AND SAFETY

- (a) The Company agrees to keep its plant in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times.

It is agreed that there will be a minimum of one (1) representative of the bargaining unit on the Niagara Falls Review Health and Safety Committee. It is agreed that the Health and Safety Committee shall meet in accordance with its terms of reference, and in accordance with Occupational Health and Safety Act of Ontario.

- (b) VDT glare screens shall be provided in all cases, where requested.

ARTICLE 16 - BENEFITS

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan, effective

October 31, 2010. The prior benefit program shall remain in place until Flex Media is implemented. The terms and conditions of the new benefits plan, including coverage of benefits, shall be no less than those described and disclosed to the union during negotiations.

The parties agree to cost protection as described in the memo from Chris Krygiel to Howard Law dated April 29, 2010, with attachments. Part-time employees will continue to be covered under the prior benefit program (as outlined in the collective agreement having an expiry date of December 31, 2009) if they so qualify.

If, during the term of this collective agreement, a new benefit plan is introduced for all part-time employees of Sun Media, then that plan will be applicable to all part-time employees covered by this collective agreement and these employees will participate in such plan with the union's consent, which shall not be unreasonably withheld.

ARTICLE 17 - PENSION

Employees covered by this collective agreement shall be enrolled in The Sun Media Pension Plan for Unionized employees (LFP), effective October 1, 2010.

ARTICLE 18 - MISCELLANEOUS

(a) All legitimate expenses incurred by the employee in the service of the Review will be reimbursed provided, where possible, the employee received prior authorization for such expense, and submits an expense report with receipts.

(b) Employees will be compensated for the use of an automobile, if authorized by the employer, at the following rate:

Effective on ratification:	37 cents per kilometre.
Effective on January 1, 2011:	38 cents per kilometre.
Effective on January 1, 2012:	39 cents per kilometre.

(c) Whenever substantive changes are made to material submitted by an employee for publication, the changes will be discussed with the

employee before publication, failing which no identification of the employee who submitted the material shall be published.

- (d) An employee shall be free to engage in any activity outside of working hours provided such activities do not consist of services performed for publications or other media in competition with the Company, do not result in a conflict of interest and do not exploit the employee's connection with the Company.
- (e) On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees during their employment with The Review and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.
- (f) Except for columns and opinion pieces, the Company shall not use bylines over the employee's protest.
- (g) Articles written by employees on their own time shall first be offered to the Company for use in its publication. Company acceptance or rejection of articles shall be given within three working days. Where the Company has rejected an article, the employee shall be free to submit it to a non-competing publication.
- (h) Management will follow past practice in meeting employees' legal expenses resulting from the good faith performance of employment duties when authorized and approved by the Company. Employees whose legal expenses are being paid will follow the direction of the company's legal counsel with regard to legal proceedings; failing such, the Company may discontinue paying such expenses.

An employee, upon the request of the Employer, shall be required to give up custody of and disclose to the Employer all knowledge, information, notes, records, documents, films, photographs or tapes relating to his employment, together with his source thereof, such materials being the property of the Employer. Except in the case of a court order, the Employer agrees not to release same to

any other person without first thoroughly examining with the employee the reason for its release.

- (i) When a beat change is being contemplated by the Company, a memo will be circulated to all employees giving them the opportunity to express interest in specific beats. Employees will be given three days to respond, and will be advised in the memo of the date by which they must respond. Failure to respond will be taken by the Company to mean the employee does not have a particular interest in a specific beat.
- (j) Bulletin Board: The Union shall have the right to use a bulletin board for the posting of notices of official Union business.
- (k) Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations. In addition, the singular shall include the plural wherever the context so requires.
- (l) The Company shall consult with an employee who is to be transferred to a different work location with the intention of minimizing the disruption to that employee. The Company will give the affected employee a minimum of two weeks' notice of the transfer, unless such a delay would hamper the operation of the business.

ARTICLE 19 - PART-TIME and TEMPORARY EMPLOYEES

- (a) A part-time employee shall be defined as one who regularly works 24 hours or less in a week. Part-time employees may be scheduled for less than 7.5 hours in a day.
- (b) A temporary employee is one employed for a special project or a specified time, not to exceed one year, except in the case of leaves of absence, including sickness, in which case a temporary period will be for the period of absence. These time limits may be extended by mutual agreement. Temporary employees will not be employed beyond the one year period to replace employees who have qualified for LTD benefits.

- (c) The probationary period for part-time employees shall be 400 hours worked.
- (d) A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under this agreement, without affecting his or her part-time status.
- (e) Part-time employees shall receive overtime for work authorized and required beyond 37.5 hours in a week.
- (f) For temporary employees, overtime shall be defined as work authorized and required beyond 37.5 hours in a week. Overtime shall also be defined as daily hours worked that are authorized and required in excess of 7.5 due to factors or circumstances beyond the control of the employee. It is understood that, in the application of the above, there shall be no duplication of overtime payment made for the same hour of overtime.
- (g) Part-time employees who work in a classification for which a weekly salary is set forth in this agreement shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience, and shall advance on the grid according to actual hours worked.
- (h) Part-time and temporary employees shall receive statutory holiday pay in accordance with the Employment Standards Act of Ontario.
- (i) Part-time and temporary employees shall receive 4% of their regular wages in lieu of annual vacation, which shall be paid each pay day. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks' vacation. Subject to production necessities, part-time employees shall also be entitled to take annual vacation without pay.
- (j) Temporary and part-time employees are not entitled to the benefits outlined in Article 16.

ARTICLE 20 - TERM

This Agreement shall remain in effect from January 1, 2010 until December 31, 2012 and shall continue in effect thereafter unless written notice of intention to change is given by either party within 90 days prior to the expiry date of this agreement. During negotiations for renewal, the terms of this contract shall govern the parties.

IN WITNESS WHEREOF THE PARTIES HERETO have caused the hands of their proper officers to be set and their respective seals to be affixed at the City of Niagara Falls, in the Province of Ontario, this _____ day of August , 2010.

Signed, Sealed and Delivered

For The Review

For The Union

SIDELETTERS

Between: The Review and CEP, Local 87-M, Southern Ontario
Newsmedia Guild

Sideletter # 1

Mike DiBattista will be paid a monthly allowance of \$ 45.00 for the use of his camera / lenses.

Sideletter # 2

The Company agrees to continue its current practice regarding the training and development of employees in the bargaining unit.

In addition, this letter will confirm our agreement during the 2010 negotiations that the Company will meet with the bargaining unit editorial representative at least twice a year to discuss training and retraining associated with the implementation of new technology.

During the life of this agreement, the Company will offer mandatory training to all newsroom staff for multi-media content. This may include multi-media forms such as blogs, podcasts and videography; and skills such as writing or copy editing for the Web and posting content to the Web.

The Company will supply, in as timely a manner as possible, in-house training in photography for any reporter who wishes it, and writing or copy editing for any photographer who wishes it.

Training in existing work-essential software or other technologies will be provided, if deemed necessary by the Company, in a timely and equitable manner to all editorial employees.

New training will be introduced in an equitable way as new technology becomes available.

Sideletter # 3

Should the Company institute an Employee Assistance Plan for other non- bargaining unit employees at The Review during the term of this agreement, employees in the bargaining unit shall have access to that plan.

Sideletter # 4

Notwithstanding Article 5(i), Article 16 or any other Articles of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

He/she shall continue to be covered under the FlexMedia plan referred to in Article 16, except he/she shall not be eligible for Long Term Disability coverage.

Sideletter # 5 - STD / Casual Absenteeism

If an employee is absent for more than four consecutive days and has not completed a Short Term Disability form in anticipation of an absence longer than ten working days, he or she will be required to provide a doctor's note for those days. For purposes of clarity, legitimate (see below) casual illness or absenteeism prior to eligibility for Short Term Disability under the Flex plan will be paid at regular straight time pay for the time absent from work.

For absences that fall outside the Short Term Disability Plan under Flex Media, employees may be required to provide a doctor's note to the employer to authorize their absence from work, as well as to qualify for payment of wages.

The request for the doctor's note will be based on reasonable criteria which are as follows:

- 1) the employee has an excessive record of absenteeism; or
- 2) the employee exhibits a pattern of absences; or

- 3) the employer has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Employer to provide a doctor's note.

Dated at Niagara Falls, this _____ day of August , 2010.

For The Review

For the Union