

COLLECTIVE AGREEMENT

Between

**THE SUN TIMES, OWEN SOUND
A Division of Sun Media Corporation,**

- and -



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

SOUTHERN ONTARIO NEWSMEDIA GUILD

**The Sun Times - Editorial Department
This agreement entered into this 29th day of June 2011**

September 7, 2010 to September 6, 2013

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Local 87-M History

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

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

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

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

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

But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom. That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union. The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote

in the first issue of the local union's newsletter "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..." Those goals continue to motivate this union.

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

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

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

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

Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce

the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled very soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

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

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

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

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

only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days. Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

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

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

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

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

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

The 1980's also saw a move for the Guild offices to its current home at 1253 Queen St. E., just east of Leslie St. In 1984, SONG purchased the two-storey former Target air conditioning and heating contractor building for \$170,000. With the rapid expansion of membership and units, the former quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

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

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

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

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

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario *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 IS MADE ON THE 1st DAY OF SEPTEMBER 2004, between The Sun Times, Owen Sound, a division of Sun Media Corporation, hereinafter known as the Employer, and the Communications, Energy and Paperworkers Union of Canada Local 87 - M, Southern Ontario Newsmedia Guild, hereinafter known as the Union.

ARTICLE 1 - UNION RECOGNITION

- (a) The bargaining unit shall comprise all employees of the Employer in its editorial department, in the city of Owen Sound, save and except for editor, news editor, night news editor, city/district editor, supervisor(s), those above the rank of supervisor and students engaged in a co-operative training program at the newspaper so long as they are not paid by the Employer, for services to the Employer.
- (b) The Employer and the Union will discuss the co-op program and related issues prior to the beginning of each co-op session.

ARTICLE 2 - MANAGEMENT RIGHTS

- (a) The right to hire, assign duties, retire, promote, classify, reclassify, lay off, 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 conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.
- (b) The Publisher will have the sole right of determining the specific days and times when the paper shall be published. The Employer will provide the Union with one (1) month notice before moving to regular Sunday

publication, or publication on statutory holidays and three (3) months notice before moving to regular weekday morning publication. After such notice is given the Employer shall, on request, meet with the Union to discuss the impact of such changes. The notice period may be reduced in the case of the competitive intrusion into Grey and Bruce counties. The Employer undertakes to increase the notice period whenever possible.

- (c) The employer shall not assign bargaining unit work to any employee outside the bargaining unit except to the extent that has been previously assigned as of the date of certification of the Owen Sound Sun Times bargaining unit.

ARTICLE 3 - UNION REPRESENTATION

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.
- (b) It is a condition of employment of any employee, as of the date of the signing of this agreement, who is a member of the union or who thereafter becomes a member of the union, that he or she remain a member for the duration of the agreement.

Each new employee (within three (3) months after their date of employment) shall become a member of the Union.

The Union agrees that it will retain in membership any employee subject to the constitution of CEP and the bylaws of the local.

- (c) The Employer agrees that there shall be no interference with, discrimination against or discipline of any Union representative for carrying out Union business outside working hours.
- (d) The Employer shall advise new employees that a collective agreement is in effect. A Union representative shall be allowed one-half ($\frac{1}{2}$) hour during a new employee's first week of work to discuss the collective agreement and to sign the new employee into Union membership.

- (e) The Employer shall provide the Union with a bulletin board space and shall provide another site should the space disappear because of physical alteration of the workplace or a change in location of the workplace.
- (f) The Employer agrees to allow for the placement of an on-site ballot box for annual elections that may take place, provided there is no disruption to the business operation. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirement.

ARTICLE 4 - INFORMATION AND DUES DEDUCTION

- (a) The Employer shall supply the Union, within thirty (30) days of signing of this agreement, with a list containing the following information for each member of the bargaining unit:
 - i) Name
 - ii) Address
 - iii) Date of Hiring
 - iv) Classification
 - v) Status (full-time or part-time)
 - vi) Experience rating
 - vii) Experience anniversary
 - viii) Salary
 - ix) Merit pay
- (b) Changes to the above information as well as notification as to resignations, retirements, deaths, leaves of absence together with effective dates shall be provided to the Union not later than one (1) month after they occur.
- (c) Union dues from all employees in the bargaining unit covered by this agreement shall be paid by automatic payroll deductions.
- (d) The Employer shall deduct from the regular salary of the covered employees an amount equal to the regular Union dues in accordance with a rates schedule furnished by the Union. The dues schedule may be amended by the Union with one (1) month notice and the Employer

shall adjust payroll deductions accordingly on the pay day immediately following the notice period.

- (e) The Employer shall remit to the Union, not later than the 15th day of each month, all regular Union dues collected during the preceding calendar month.
- (f) The Employer shall provide the Union with a monthly statement of the amount of dues remitted to the Union for every employee in the bargaining unit.
- (g) Employees will notify the Employer promptly of any change in their home address and telephone number.

ARTICLE 5 – HOURS OF WORK

- (a) The regular shifts for all full-time employees shall consist of seven and a half hours (7 ½) (exclusive of any unpaid meal period) per day and thirty seven and a half (37½) hours per week. No employee shall be required without consent to work more than seven days in a row.
- (b) The Employer further agrees to discuss and consider proposals from the Union for other four-shift work week arrangements. To the extent that it is practicable the Employer agrees to continue the current practices with respect to four-shift work weeks.

ARTICLE 6 – SCHEDULES

- (a) The Employer shall post work schedules as follows:

Multi-Media Journalists – not later than Wednesday;
Weekend Multi-Media Journalists – three (3) months;
Copy Editors – four (4) weeks (wherever practicable);

in advance of the week to which they apply.

- (b) To the extent that it is practicable, employees shall be given twenty-four (24) hours notice of changes in shifts.

- (c) An employee shall not be required to begin one (1) scheduled shift sooner than nine (9) hours following the end of another scheduled shift.
- (d) Where an employee has booked vacation time of a week or more, the Employer will make an effort to schedule that employee's weekly day off immediately prior to that vacation.
- (e) Employees required and authorized to work on scheduled days off shall be paid at the straight time rate for every hour worked with a minimum of four hours pay. Such hours shall be taken into account in the calculation of weekly hours worked referred to in Article 7(a) herein.
- (f) To the extent that it is practicable, employees shall have two (2) consecutive days off in a seven-day period.
- (g) The Employer shall not unreasonably deny a request from two (2) employees performing similar duties to trade shifts.
- (h) Where an individual shift is normally rotated, such as a statutory holiday or weekend shift, it shall be rotated among all employees in the work area doing similar work.

ARTICLE 7 – OVERTIME

- (a) Overtime shall be defined as work authorized or required by the Employer beyond thirty-seven and one half (37½) hours in a week. Authorization will not be unreasonably withheld. An employee who works more than thirty-seven and one half (37½) hours in a week shall receive overtime at time and one-half (1½) the employee's regular rate, or at the employee's option, time off on the basis of one and one half (1½) hours for each overtime hour worked, to be taken on a date mutually agreed upon between the employee and his/her supervisor.
- (b) Employees shall be allowed to accumulate overtime in a bank to a maximum of seventy-five (75) hours at any one time. Vacation requests shall take precedence over requests for banked time off.

- (c) Employees shall be allowed to carry up to one (1) week of time-bank hours from one calendar year to the next, or be paid out at the option of the Employer.
- (d) An employee called back to work after having left the office shall be guaranteed at least two hours compensation at the straight time rate and such hours shall be taken into account in the calculation of weekly hours referred to in Article 7(a) herein.
- (e) When an employee is required by the Employer to do additional work at home the hours involved in such additional work shall be taken into account in the calculation of weekly hours worked referred to in Article 7(a) herein.

ARTICLE 8 - HIRING AND PROMOTION

- (a) The Employer shall post a notice in the editorial department for seven (7) working days for all job vacancies or new positions in the editorial department, except editor and news editor. It is understood that the posting of positions excluded from the bargaining unit is for information purposes only and that the remaining provisions of this agreement shall not be applicable to such postings.
- (b) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required.
- (c) All candidates from within the bargaining unit who apply in writing and who have not been interviewed for the same position in the preceding twelve (12) months shall be granted an interview.
- (d) Employees shall be allowed to submit, in writing, standing applications for specific jobs.
- (e) The Employer will encourage the promotion of employees from within The Sun Times and will attempt to promote from within whenever suitable candidates for promotion are available.

- (f) Where two (2) or more applicants for bargaining unit positions have relatively equal qualifications skill and ability to perform the work required, the employee with the most seniority will be awarded the job.
- (g) The Employer shall, on request, provide an explanation to an employee as to why his/her application was not successful and identify areas where improvement could be made.
- (h) If the Employer continues to use the beat system it will post a notice when beats are to be re-assigned. Employees will then have an opportunity to express interest in being assigned to a specific beat. The Employer will give consideration to such expressions of interest in making the decision on the assignment of the beats.
- (i) New employees shall be on probation for three (3) months. The probationary period may be extended by mutual agreement between the Employer and the Union. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- (j) Employees shall be free to refuse promotions without penalty.

ARTICLE 9 - VACATIONS

- (a) A calendar year system shall be used for allocating vacations.

Employees who have completed the specified period of service by July 1 of each year shall receive annual paid vacation on the following basis:

After one (1) year's service	two (2) weeks
After three (3) year's service	three (3) weeks
After eight (8) year's service	four (4) weeks
After fifteen (15) year's service	five (5) weeks
After twenty-seven (27) year's service	six (6) weeks

Employees with twenty-five (25) years of service shall receive one (1) week's additional vacation, once only, during their twenty-sixth year of employment.

Employees in their first calendar year of employment will receive vacation with pay for that year at the rate of one (1) day for each full month of service to a maximum of ten (10) days.

- (b) Employees who are paid by cheque may receive their vacation pay in advance provided the request is made to the immediate supervisor at least two (2) weeks prior to the scheduled vacation period.
- (c) In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department.

Vacations in each vacation group shall be arranged by the Employer according to seniority. However, no employee shall be allowed to schedule more than two (2) consecutive weeks vacation in prime vacation time until all other employees in the vacation group have had a chance to schedule their vacations. Prime vacation time shall be defined as the period between the second Sunday in June to the second Sunday in September, the week of the March school break and the period between December 21 and January 3 annually.

Employees shall provide the Employer with preferred vacation dates by March 1 for that year. Employees who fail to select vacation dates by March 1 may lose the privilege of selection to which their seniority entitles them. Vacation schedules shall be arranged and posted by April 15.

- (d) When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to an extra shift off at a time to be mutually agreed between the employee and the Employer.
- (e) Entitlement to the full vacation payment is conditional on employment continuing to the end of the year. If employment is ended before the end of the year, vacation payment will be adjusted accordingly with the value of any unearned vacation already taken being deducted.
- (f) Employees who terminate for any reason shall be entitled to a paid vacation or pay in lieu on a pro-rated basis for the vacation year in

which the termination occurs. In the case of death, such vacation credit shall be paid to the employee's estate.

- (g) Employees shall have the option of carrying over a maximum of (1) one week of vacation from one (1) calendar year to the next. That week must be used in the first four (4) months of the new year or be forfeited.
- (h) i) Except in the case of pregnancy and parental leave an employee who, during the applicable vacation year, has a unpaid leave of absence in excess of one (1) month shall have the vacation period and pay adjusted on a pro-rata basis.
- ii) In the case of pregnancy and parental unpaid leaves up to thirty-five (35) weeks in duration, during the applicable vacation year, an employee shall have vacation pay adjusted on a pro-rata basis.

ARTICLE 10 - PAID HOLIDAYS

- (a) All employees shall be entitled to the following holidays with full pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- (b) An employee shall be eligible for a personal holiday with pay once during each calendar year, to be taken at a date on or after his/her birthday, at a time mutually agreed upon between the Employer and the employee concerned. If and when a government declares another paid holiday, the additional day will be that day.
- (c) Employees required by the Employer to work on a paid holiday shall receive, in addition to their regular day's pay, time and one half the employee's regular rate for each hour worked, or at the employee's option, time off on the basis of one and one-half (1½) hours for each hour worked to be taken on a date mutually agreed upon between the employee and his/her supervisor.
- (d) An employee whose scheduled day off falls on a paid holiday shall receive an additional day off at a mutually agreed time.

- (e) Upon request from an employee, the Employer shall consider the substitution of a paid holiday to be observed by the employee on another mutually agreed upon date.

ARTICLE 11 - BENEFITS AND SICK LEAVE

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. 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 employee pool will be unionized employees within Central and Western Canada. This pool will exclude the unionized employees in Eastern Canada (Quebec).

Flex Media for unionized employees will be modified to provide for a 50/50 blended cost sharing approach for all premium increases. Though LTD is paid for entirely by the employee, increases in LTD will be included in the calculations of the blended approach. The company will take 50% of the premium increase / decrease and will increase / decrease the credits based on the table for single, couple or family selections.

Part-time employees will continue to be covered under the prior benefit program 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.

The company agrees to give all full-time employees on record at ratification the choice of retiree benefits or an extra \$700 annually to Health Care Spending accounts. Employees will be required to declare their intention to take either retiree benefits or additional health care spending credits within 1 month of ratification. For clarity, full time employees hired after ratification

are not eligible for either retiree benefits or the extra health care spending credits.

ARTICLE 12 - PENSION

The Employer shall, during the life of this agreement, maintain the Pension plan in effect at the signing of this agreement or a plan providing at least equal benefits.

ARTICLE 13 - HEALTH AND SAFETY

- (a) The Employer shall maintain a safe and healthy work environment for all employees and maintain the workplace in conformity with federal, provincial and local health and safety laws and regulations.
- (b) The Union shall appoint the employee representative, for the bargaining unit, on the company-wide health and safety committee.
- (c) The Employer agrees to provide VDT glare screens when requested.
- (d) A pregnant employee who normally works on VDTs shall, upon request, be reassigned to work that does not involve use of VDTs with no loss in pay when such work is available providing the employee is qualified to perform the work. When such work is not available, or if the employee is not qualified to perform the work, the employee may apply for and shall be granted a leave of absence without pay and benefits for the duration of the pregnancy. The Employer will consider a request from a pregnant employee to be allowed to perform her work with a method that does not involve the use of VDTs if such a method is practical.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

- (a) i) An employee and/or the Union shall within twenty (20) days of the circumstances giving rise to the complaint, raise the matter orally with the employee's immediate supervisor. If the employee and/or the Union are not satisfied with such discussions, the employee

and/or the Union may resort to the grievance procedure described in this section.

- ii) Efforts to resolve grievances, up to but not including arbitration, shall be made on company time. The grievor(s) may be present for any formal meeting throughout the grievance and arbitration procedure.

(b) Definitions

“Grievance” means any difference between the parties bound by the agreement concerning its interpretation, application or alleged violation and whether a matter is arbitrable.

For the purpose of this Article, “Officer of the Union” shall include any elected officer of the Union, representative or shop steward recognized by the Union.

“Days” means calendar days, excluding statutory holidays.

(c) Grievance Procedure

Either party may initiate a grievance. If a grievance is not settled at either stage of the grievance procedure, then the grieving party shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the Employer and the Union and in the case of an Employer or a Union grievance, the processing of any grievance may begin at the second stage. The successive stages of the grievance procedure are:

i) First Stage

If the two (2) parties are unable to resolve the oral complaint, then within fifteen (15) days of the oral meeting, the Union shall grieve the matter in writing with the employee’s department manager, stating the name of the grievor, as well as the sections of the agreement alleged to have been violated. The answer to the first stage grievance shall be given in writing within ten (10) days of receipt of the grievance.

ii) Second Stage

If the two (2) parties are unable to agree at the first stage, then within fifteen (15) days of an answer at the first stage, the Union shall take up the grievance in writing with the Publisher (or his/her representative). The answer to the second stage grievance must be given within ten (10) days of receipt of the second stage grievance.

(d) Final Stage - Arbitration

- i) If the two (2) parties are unable to agree at the second stage, then within fifteen (15) days of receipt of an answer at the second stage, the grieving party shall notify the other party, in writing, of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the second stage 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.

ii) Single Arbitration

In the event that a grievance is to be adjudicated by a single arbitrator, the parties to the Agreement shall attempt to agree on an 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 Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be final and binding upon the parties and upon any employee affected by it.

iii) Arbitration Board

If the grievance is to be adjudicated by an Arbitration Board of three (3) members, the grieving party shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving party's appointee to the Arbitration

Board. The recipient of the notice shall within five (5) days advise the other party of the name of his/her appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Ontario Ministry of Labour.

Upon the request of either party, the Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Each party shall pay the fees and expenses of its appointee to a Board and one-half (½) the fees and expenses of the Chairperson, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

(e) Time Limits

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 - LEAVES OF ABSENCE

(a) **GENERAL LEAVE**

Any employee may submit a written request to the Employer for leave of absence without pay specifying the reason for and duration of the leave.

Requests will not be unreasonably denied but will be given due consideration based on their merits and the requirements of operations. For the first three (3) months of a leave, the Employer shall maintain benefits under Article 11. Following that, benefits may be maintained at the employee's expense.

(b) BEREAVEMENT LEAVE

- i) In the event of a death in his/her immediate family (father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, step-mother, step-father, step-child), an employee may be absent from work for up to three (3) days immediately following such death and shall receive payment at his/her regular rate of pay for any of these days upon which he/she would otherwise have been scheduled to work.
- ii) In the event of the death of a grandchild, grandparent, brother-in-law, sister-in-law, step-grandchild or any relative residing with the employee, an employee may be absent from work for up to one (1) day immediately following such death and shall receive payment at his/her regular rate for this day upon which he/she would otherwise have been scheduled to work.
- iii) Permission for extended, unpaid bereavement leave shall not be unreasonably withheld.
- iv) A day's leave of absence with pay shall be granted to any employee serving as a pallbearer at a funeral.
- v) The term "spouse" in paragraph 15(b) I) above shall be defined in accordance with section 29 of the Family Law Act. Where those criteria are met the term "common-law spouse" will have the same effect as the term "spouse".

(c) PREGNANCY AND PARENTAL LEAVE

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

(d) JURY DUTY

The Employer shall pay to each employee called to serve on a jury or as a crown witness the difference between a day's pay for each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such service. An employee excused from jury duty on any given day shall report for work. A night shift employee called for such service shall not be required to work on the day or days so spent.

(e) UNION LEAVE

- i) If an employee is elected or appointed to a position in the CEP, or local of the CEP, such an employee upon the employee's request, shall be given a leave of absence without pay. This leave will be granted to not more that one (1) employee at a time, and for not longer than one (1) calendar year.
 - ii) Leaves of absence, upon request, without pay, shall be granted to delegates to conventions of the CEP to no more that one (1) employee at any one (1) time on two (2) weeks notice and for not more than a total of four (4) weeks in any one (1) year. Leaves of absence, upon request, without pay, for the purpose of participating in other meetings relating to the business of the CEP, for not more that a total of two (2) weeks in any one (1) year, will be granted, provided such absence would not unreasonably interfere with the efficient operation of the Employer's business.
 - iii) An employee granted a leave of absence for more than six (6) weeks in a calendar year under Article 15(e)i, 15(e)ii, or 15(b)iii shall not accumulate seniority while on such leave of absence but shall retain all seniority accumulated prior to the start of such leave.
 - iv) A leave of absence without pay shall be granted to a maximum of two (2) employees in the bargaining unit for the purposes of collective agreement negotiations with the Employer.
- (f) An employee granted a leave of absence shall, except for advancement on the wage grid, accumulate seniority for up to six months while on such leave of absence. The employee shall retain all seniority

accumulated prior to the start of such leave. Notwithstanding the above, an employee on pregnancy or parental leave shall accumulate seniority for the full duration of the leave.

(g) PATERNITY LEAVE

Employees shall be entitled to paternity leave on the following basis:

- i) The Employer shall grant up to one (1) days time off with pay following the birth of a child or following the adoption of a child.
- ii) Employees may request unpaid paternity leave under the provisions of section (a) above.
- iii) This clause applies equally to natural or adoptive fathers.

ARTICLE 16 - JOB SECURITY

- (a) There shall be no dismissal of employees who have successfully completed their probationary period except for just and sufficient cause.
- (b) When it is determined by the Employer that a reduction in the work force is necessary, not less than three (3) calendar weeks' notice shall be given to the Union and the employees affected. The notice to the Union shall specify the job classification(s) and the number of employees involved. At the request of either party, the Employer and the Union shall meet during the notice period to discuss possible alternatives to the layoff. Employees shall be laid off in reverse order of seniority provided those remaining are qualified to perform the work required.
- (c) During the notice period specified in paragraph (b) above, the Employer shall consider voluntary resignations or job sharing from employees in the classifications involved. If voluntary resignations are accepted, such employees shall receive severance pay outlined in accordance with this agreement. The number of employees to be laid off shall be reduced accordingly. It is understood that job sharing does not constitute voluntary resignation.

- (d) If there is a layoff, the employee(s) affected may choose, in order of seniority, within three (3) weeks of notice, to bump employees with less seniority. Full-time employees may bump other full-time employees or part-time employees and part-time employees may bump other part-time employees provided they have more seniority than the employee they choose to bump. Employees who choose to bump may bump either those with less seniority in the same classification or those with less seniority in a classification in which they are competent to perform the work. An employee who chooses not to bump shall receive severance pay in accordance with this agreement.
- (e) An employee displaced under clause (d) above may elect under the same criteria to bump into another classification in which he/she is competent to perform the work. The entire bumping process as outlined in these clauses (d) and (e) will not exceed four (4) weeks.
- (f) Laid-off employees, those who bumped into lower classifications, or full-time employees who bumped to part-time status, shall be placed on a recall list for twelve (12) months [eighteen (18) months for employees with more than five years of continuous service] in order of seniority and the Employer shall fill vacancies according to that list. A laid-off employee may refuse to accept temporary work without his or her recall rights being affected, and a laid-off full-time employee may refuse to accept part-time work without his or her recall rights being affected. A laid off part-time employee may refuse full-time work without his or her recall rights being affected.
- (g) Employees shall be trained at the Employer's expense during working hours to use new technology and methods required in their work.
- (h) The Employer shall notify the Union at least eight (8) weeks in advance of the introduction of major changes in equipment or technology used by it in its operations. During this period, on the request of either party, the parties shall meet to discuss the impact of such changes. In the event that such changes require fewer staff, affected employees will be given at least eight (8) weeks notice or eight (8) weeks pay in lieu of notice.
- (i) Notwithstanding any other clause in this Article, an employee who bumps into a lower classification shall be paid the top minimum for that

classification. However, where this would result in a raise in pay, the employee's salary shall stay the same.

- (j) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level.
- (k) Notice of recall shall be sent to the employee by registered mail, with a copy to the Union office at the same time by registered mail.
- (l) Except in the case of a change in classification, there shall be no pay cuts for any employee during the term of this collective agreement.
- (m) For employees who have completed their probationary period, there shall be no discipline, suspension or dismissal except for just and sufficient cause.
- (n) Employees shall have the right to have a steward present at any disciplinary meeting which may result in a suspension or discharge. The Employer shall advise the employee of this right prior to the meeting.

Where practical, without unreasonably delaying the meeting, employees may have a steward present at any disciplinary meeting which would result in a lesser form of discipline.

ARTICLE 17 - SEVERANCE PAY

- (a) An employee who has completed his/her probationary period and who is terminated as a result of a staff reduction shall receive severance pay in the amount of two weeks' pay for each year of service or major fraction thereof, with a maximum of forty-two (42) weeks' pay.
- (b) An employee who is on the rehiring list and is recalled prior to the end of the period for which he/she received severance pay shall refund the unexpired portion of the severance pay upon his/her return.

ARTICLE 18 - SENIORITY

- (a) Seniority shall be determined by an employee's length of continuous service with the Employer.
- (b) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
 - i) voluntarily terminates his/her employment;
 - ii) is laid off by the Employer for a period exceeding twelve (12) consecutive months [eighteen (18) consecutive months for employees with more than five years of continuous service];
 - iii) fails to report for work within ten (10) days after being notified by the Employer of recall following a formal layoff;
 - iv) is dismissed for just and sufficient cause;
 - v) fails to report for work after the end of an authorized leave of absence without providing a reason satisfactory to the Employer;
 - vi) is absent from work for three consecutive days without providing a reason satisfactory to the Employer;
 - vii) retires.
- (c) An up-to-date seniority list shall be sent to the Union annually not later than March 31 of each year.

ARTICLE 19 - TEMPORARY EMPLOYEES

- (a) A temporary employee is one who is hired to:
 - i) cover absences due to illness, injury, disability, maternity/paternity leave, or other approved leave of absence for the duration of the absence;

- ii) cover vacation absences for a maximum continuous period of four (4) months;
- iii) work on a special project or for a specified time in either case not to exceed four (4) months. The Union shall be notified in writing of the nature and duration of such temporary hiring.

The time limits referred to above may be extended by mutual agreement of the Union and the Employer.

- (b) Temporary employees shall not be used to displace or eliminate full-time employees.
- (c) The probationary provisions of Article 8(i) apply equally to temporary employees.
- (d) All temporary employees shall be paid at least the first-year rate in the appropriate classification.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT

- (a) The Employer shall pay the registration fees for all educational courses and materials that benefit an employee in his or her work. Approval must be obtained in advance and will not be unreasonably withheld. Half the payment shall be made at the beginning of the course, and half upon successful completion.
- (b) The Employer shall pay the registration fees for job-related professional seminars or conferences and reasonable travel expenses up to a maximum of \$200 annually for attendance at such events. Approval must be obtained in advance and will not be unreasonably withheld.
- (c) Employees who attend job-related professional seminars or conferences on a normal working day shall be paid for that day. Approval must be obtained in advance and will not be unreasonably withheld.
- (d) The Employer shall pay the full cost, including expenses, for any employee required by the Employer to attend a job-related seminar or conference.

ARTICLE 21 - TRANSFERS

- (a) Transfers to a work location more than thirty (30) kilometres from the Employer's Owen Sound head office or to a position outside the bargaining unit shall not be made without the consent of the employee.
- (b) When an employee is transferred to or from a work location as outlined in (a) above, the Employer shall bear reasonable transportation and moving costs of the employee and family.

ARTICLE 22 - EXPENSES

- (a) The Employer will pay monthly all authorized expenses incurred by an employee in the service of the Employer if supported by vouchers or receipted bills when normally available. Employee submissions of expenses 90 days or older will not be reimbursed.
- (b) Employees required to use their personal automobile in the performance of duties for the Employer shall be paid an allowance as described below effective upon ratification. Employees shall provide a precise accounting of the mileage driven, together with an explanation of the reason for the trip(s).

Upon Ratification:

<u>\$/litre of fuel</u>	<u>Cents//km</u>
\$0.99 or less	39 cents
\$0.99 to \$1.490	41 cents
\$1.491 and over	43 cents

Effective Sept. 7, 2012:

<u>\$/litre of fuel</u>	<u>Cents//km</u>
\$0.99 or less	39 cents
\$0.99 to \$1.490	42 cents
\$1.491 and over	44 cents

The kilometer scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at three mutually agreeable Owen Sound gas retailers. The

price of each shall then be averaged and the average price will determine the km rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of the Owen Sound Sun Times or her/his designate and the elected representative of the Union.

- (c) The Employer shall, on reasonable notice, provide a reasonable cash advance on expenses for out of town assignments.
- (d) The Employer shall continue to consider claims for reimbursement for loss of or damage to an employee's personal property in connection with employment.
- (e) The Employer will make available tape recorders for the use of those employees who require them in carrying out their duties.
- (f) Employees who regularly use their own cell phones in the conduct of their duties will be given an allowance of \$20 per month. Employees who regularly use their own I-Phone, or an alternative acceptable to the company, (with a data plan sufficient to send multi-media content from remote locations) in the conduct of their duties will be given an allowance of \$35 per month, increasing to \$40 per month on Sept. 7, 2012.

ARTICLE 23 - OUTSIDE ACTIVITY

- (a) Employees shall be free to engage in any activities outside of working hours, except where such activities constitute a demonstrable conflict of interest with the employee's normal employment activities, are performed for other publications or media in competition with the Employer, have an adverse effect upon the credibility of the Employer, or exploit the employee's connection with the Employer, unless they first receive permission from the Employer.
- (b) Editors, Multi-Media Journalists and graphic artists must not prepare material for political parties or political candidates.

ARTICLE 24 - PERSONNEL RECORDS

The Employer shall furnish to the employee a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file. The employee shall be allowed to place in such a file a response to anything contained therein which such employee deems to be adverse. An employee shall have the right to review the employee's personnel file with reasonable notice and upon request shall be provided copies of material in the employee's file. Upon request by the employee, copies of criticisms shall be removed from the employee's personnel file after two (2) years from date of issue, unless similar criticisms have occurred during that period.

ARTICLE 25 - PROFESSIONAL ACTIVITIES

- (a) Except for opinion pieces, the Employer shall not use bylines, credit lines, pictures, caricatures or other forms of personal identification over an employee's protest.
- (b) The right of an employee to express to the Employer concern over matters he/she feels may violate acceptable or ethical newspaper practice is hereby confirmed.
- (c) The Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. Where the employee establishes the falsehood of any material, such material will not be published.
- (d) Published corrections shall indicate when mistakes are due to: reporting, editing or typographical errors, or when incorrect information is supplied to The Sun Times.
- (e) An employee whose work or person is mentioned in a reader opinion shall be given a copy of such opinion, prior to publication, whenever possible. While the employee has the right to discuss the contents of such opinion, the final decision as to whether the opinion will be published shall rest with the Employer. Where the employee establishes the falsehood of any material, such material will not be published.

- (f) i) 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 in the course of their employment with The Sun Times 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.

Whenever substantive changes are made to editorial content produced by an employee, an effort will be made to discuss the changes with the employee before publication or sale of the content, in any format, by the Sun Times or any entity associated with Sun Media or Quebecor Media. If the discussion does not take place, or the employee wishes to withhold his or her byline or credit, the byline or credit shall not be used.

- ii) The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee where reasonably possible.
 - iii) The Employer assumes full responsibility for any decision to supply information or material to a third party, and will assume any legal fees and expenses resulting from such decision.
- (g) The Employer shall inform the employee of any demand for surrender, disclosure or authentication of any material produced by the employee.
 - (h) The Employer shall attempt to protect employees against unauthorized use of employees' work.
 - (i) Whenever substantial changes are made to a story, photograph, column or opinion piece a reasonable effort will be made to discuss the changes before publication of the story, failing which a byline or credit line shall not be used.
 - (j) No employee in the bargaining unit shall be required without consent to provide written performance reports on another employee in the

bargaining unit. When a performance evaluation is being done a bargaining unit employee may request that such evaluation be done by an excluded employee.

- (k) The Employer shall not submit any material produced by an employee to any competition or contest without the consent of the employee, except when such material is part of a group project, in which case the employee will be consulted before the material is submitted.

ARTICLE 26 - MISCELLANEOUS

- (a) The Employer shall continue its policy of offering employee discounts.
- (b) Every person has a right to equal treatment with respect to employment without discrimination because of age, sex, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, marital status, family status, sexual orientation, handicap, or record of offenses, as defined and interpreted under the Ontario Human Rights Code, nor because of political beliefs or lawful Union activity.
- (c) The parties agree to meet quarterly, if requested, to discuss issues of mutual importance to foster and maintain a positive work environment.

ARTICLE 27 - WAGES

- (a) The following minimum weekly wages or hourly rates shall be effective on the dates indicated. It is agreed that Employer may continue its policy of granting discretionary increases.

These weekly wages and hourly rates reflect increases to all scale rates as of September 7, 2011 of 1.0 %, and as of September 7, 2012 of 1.5 %, respectively.

- (b) i) When the Employer permanently transfers, or temporarily assigns an employee to a higher classification for one (1) shift or more, he/she shall receive the first rate in the classification to which he/she is transferred or temporarily assigned that is above his/her regular rate, retroactive to the commencement of the assignment.

- ii) When an employee is temporarily assigned to a lower classification, he/she shall maintain his/her current rate.
- (c) A shift differential of \$10.50 per shift shall be paid for each scheduled shift where a majority of the hours on such shift is worked between 7:00 p.m. and 6:00 a.m.
- (d) Experience Definition: In the application of the following schedule of minimums, experience shall include employment in comparable daily newspaper work. It is understood that experience greater than that required for the position open need not be recognized except to the maximum of the classification to which the position applies. An employee advancing through the schedule of minimums shall receive the increase, provided therein on each anniversary of employment in the employee's classification.

Classification

	Sept. 7/10 Weekly	Sept. 7/11 Weekly	Sept. 7/12 Weekly
Multi-Media Journalist			
To start	\$500	\$505.00	512.58
1 years' service in the position	\$579	\$584.7	\$593.56
2 years' service in the position	\$656	\$662.56	\$672.50
3 years' service in the position	\$733	\$740.33	\$751.43
4 years' service in the position	\$836	\$844.36	\$857.03
5 years' service in the position	\$944	\$953.44	\$967.74

Over-scale incumbents (at date of ratification) in the former positions of Sports Editor and Chief Photographer will be grandfathered.

Copy Editor

To start	\$733	\$740.33	\$751.43
1 years' service in the position	\$817	\$825.17	\$837.55
2 years' service in the position	\$901	\$910.01	\$923.66
3 years' service in the position	\$994	\$1,003.94	\$1,019.00

ARTICLE 28 - INDEMNIFICATION

- (a) The Employer will provide legal counsel of its choice for the defense of any employee facing civil lawsuit or criminal charges as a result of work published by the Employer 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.
- (b) If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages, benefits or employee status while civil lawsuit or criminal charges are being defended.

ARTICLE 29 - DURATION AND RENEWAL

- (a) This agreement shall take effect on September 7, 2010 and remain in effect until September 6, 2013. Either party may initiate negotiations for a new agreement within ninety (90) days of the termination of this agreement. During negotiations, all terms and conditions of this agreement shall remain in effect until the conciliation procedures required by law have been completed.

In witness hereof the parties hereby affix their signatures this.....day of, 2011.

For the Union

For the Company

PART-TIME ADDENDUM

This addendum is attached to and forms a part of the Agreement between The Sun Times, Owen Sound, a division of Sun Media Corporation, and the CEP Southern Ontario Newspaper Guild, Local 87-M, and covers the part-time employees as defined below.

- (a) A part-time employee shall be defined as:
 - i) an employee who regularly works twenty-four (24) hours a week or less;
 - ii) students employed during the school vacation period.
- (b) Part-time employees shall not be used to eliminate full-time employees.
- (c) Part-time employees shall be covered by all provisions of this Agreement except where specifically provided otherwise in the Agreement or in this Addendum.
- (d) The probationary period shall be six (6) months.
- (e) 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.
- (f) Starting salaries for part-time employees shall be determined in accordance with the wage provisions of this Agreement.
- (g) A part-time employee shall advance on the wage grid according to actual hours worked.
- (h) Part-time employees who work more than their normal scheduled hours shall be paid at the straight-time rate for hours worked, and at the overtime rate when the total hours worked in the week exceed thirty-seven and one half (37½). Part-time employees may be scheduled for less than a full shift but not less than three hours.

- (i) If a part-time employee becomes a full-time employee he or she will have a seniority date established with service credit given for the number of hours worked prior to becoming a full-time employee.
- (j) i) The vacation year for part-time employees is July 1 to June 30. Vacation pay earned in the twelve-month period ending June 30 will be paid to all part-time employees during the first two (2) weeks of July each year.
- ii) Vacation pay shall be as follows:

After one years' service	4%
After 5 years' service	6%
After 12 years' service	8%
After 25 years' service	10%
- (k) Statutory holiday pay for part-time employees shall be in accordance with the Employment Standards Act of Ontario.
- (l) It is understood that the provisions of paragraph 15(b) of the Agreement apply to scheduled hours lost up to and including the day after the funeral.
- (m) Part-time employees may be laid off to reduce staff. A part-time employee with three or more years of continuous service, who is laid off, shall be placed on a recall list for ninety (90) days in order of seniority.
- (n) For purposes of calculating severance pay for part-time employees, service will be calculated on the basis of full-time equivalence.
- (o) The Employer's existing benefit plans for part-time employees shall continue for the life of this agreement.
- (p) The following sections of the agreement are excluded for part-time employees:

 Article: 5,6 (b) (d) (e) (f) (h), 7 (a) (b) (c), 8 (a) (b) (h) (i), 9 (a) (b) (d) (e) (g) (h), 10 (a) (b) (d), 11, 19, 21.

- (q) Part-time employees shall accumulate seniority based on hours worked. A seniority list shall be provided to the Union for part-time employees annually.

Letters of Understanding

Letter # 1

Re: Interns

The Employer may utilize interns in the following circumstances:

- i) each intern for a maximum of six weeks
- ii) interns will not be utilized if any employee is on layoff

Re: VDTs

The Sun Times has contracted with a computer company to provide for and pay the cost of periodic inspection, cleaning, and maintenance of VDTs.

Re: Freelancers

In order to provide comprehensive coverage in our newspaper, the Company must continue with its practice of using freelancers.

As a general philosophy, the Company agrees that local news stories should be done by members of the bargaining unit. Furthermore, the Company agrees that for major news stories, and stories in general within the City of Owen Sound, the company shall make a reasonable effort to assign the work to members of the bargaining unit before accepting submissions from freelancers.

Former employees shall be given first consideration as freelancers.

It is understood that the use of freelancers will not directly result in the layoff of a bargaining unit employee.

Letter # 2

Re: Automobile Insurance

While the Employer expects employees to use the company news cars when available, it recognizes that employees will, on occasion, have to use their own cars to carry out newsroom assignments. Since the Employer requires that employees carry business insurance coverage and that they carry a minimum of one (1) million dollars public liability and property damage, the Employer will pay two hundred and fifty (\$250) dollars per year towards the difference between the employee's personal and business coverage upon proof of coverage to the Manager of Finance or designate.

Letter # 3

Re: Part-time Scheduling

The Employer undertakes that whenever practicable, part-time employees shall be scheduled on a regular basis and offered additional hours as and when required.

Senior part-time employees shall be included in the weekend reporting rotation whenever practicable.

It is understood that when full-time employees are unavailable, every reasonable effort shall be made to assign the work to part-time employees.

Letter # 4

The Employer agrees to notify the Union of any new job classifications covered by the collective agreement that are created during the life of this agreement, and further agrees to provide a basic outline of job duties and responsibilities. The Employer shall consider input provided by the union when creating such new job classification.

Letter # 5

Re: Multi-Media Journalist / Copy Editor

It is understood by both parties that the introduction of the multi-media journalist/copy editor shall not be used to replace the traditional roles of multi-media journalist and copy editor, except where normal attrition occurs.

It is further understood that a multi-media journalist will not be laid off as a result of the creation of this new hybrid position.

In addition, should a layoff occur, the hybrid position(s) and the multi-media journalist classification shall be treated as one classification for the purposes of the application of seniority under the collective agreement.

The union and the company agree that pay will be in accordance with the job function performed.

The company shall endeavour to schedule a reasonable work pattern with a minimum of twelve (12) hours turnaround time. This requirement shall also be respected when scheduling weekends and statutory holidays.

The company shall post schedules for the multi-media journalist / copy editor as outlined in the collective agreement, article 6 (a).

Letter # 6

Re: Post Age 65 Employment

Notwithstanding Article 26 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.

The employee shall be continue to be covered under the FlexMedia plan referred to in the collective agreement under the terms of that plan, except that he/she shall not be eligible for long-term disability coverage.

Letter # 7

Re: Contracting Out

Notwithstanding Article 16 (b) of the collective agreement, the Employer agrees to provide six (6) weeks notice, or pay in lieu thereof, when there is a layoff as a direct result of the contracting out of bargaining unit work and will consider the affected employees for other available positions at the Sun Times. In addition, the Employer will post notices of other vacancies within Sun Media Corporation. Severance pay will be determined in accordance with Article 17 of the collective agreement.

Letter #8

Re: Management Rights

This states the parties mutual intention that the language in Article 2c shall not be applied to restrict or repatriate work of the bargaining unit that was permanently transferred to another Sun Media property prior to May 10, 2011, as provided by the Minutes of Settlement between the parties dated May 11, 2011, except as expressly permitted under paragraphs 10 and 13 of those minutes.

Letter #9

Re: Training

This letter will confirm our understanding during negotiations that the employer 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 employer 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 employer 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 Employer, in a timely and equitable manner to all editorial employees.

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

Letter #10

Re: Short Term Disability and 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;
- 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.”

Letter #11

Re: Camera Allowance

The union and company agree to the phasing out of camera allowances, according to the following table. The employer shall provide whatever camera equipment it deems necessary as camera allowances are phased out. It is understood the employee equipment purchased with the pre existing camera allowance will be used at least until the camera allowance is completely phased out.

\$200 per month in the first year of this contract
\$100 per month after the first year of this contract
\$50 per month after the second year of this contract
\$0 after the third year of this contract

FOR THE UNION

Doug Edgar, Chairperson
Owen Sound Unit
C.E.P., Local 87-M

FOR THE COMPANY

Cheryl McMenemy
Publisher & General Manager
