

**The Sun Times - Editorial Department**

**This agreement entered into this 14<sup>th</sup> day of November, 2007.**

**BETWEEN:**

**THE SUN TIMES, OWEN SOUND**

A division of Osprey Media LP  
hereinafter sometimes called  
the “Publisher” and/or the  
“Employer”, the party of the  
first part.

- and -

Communications, Energy and  
Paperworkers Union of Canada,  
Local 87 - M Southern Ontario  
Newsmedia Guild, hereinafter  
referred to as the “Union”,  
the party of the second part.

**September 7, 2007 to September 6, 2010**

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## **PREAMBLE**

THIS AGREEMENT IS MADE ON THE 1<sup>ST</sup> DAY OF SEPTEMBER 2004, between The Sun Times, Owen Sound, a division of Osprey Media LP, 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.

### **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 (½) 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.

### **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

### **INFORMATION AND DUES DEDUCTION (cont.)**

- (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:
  - Reporters, photographers – not later than Wednesday;
  - Weekend Reporters – 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**

- (a) The Employer shall maintain the existing Group Life and Extended Health and Dental Insurance policy, or a plan providing at least equal benefits, in effect at the signing of this agreement during the life of this agreement. Effective December 1, 2007, the vision care coverage shall be increased to \$220.00 every twenty-four (24) months. Effective September 7, 2009, the vision care coverage shall be increased to \$240.00 every twenty-four (24) months.
- (b) The Employer's existing sick-leave plan and long term disability plan shall continue during the life of this agreement.

#### **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 than 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 than 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 than 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.
- (b) Employees required to use their personal automobile in the performance of duties for the Employer shall be paid an allowance of 35 cents per kilometre, effective upon ratification.  
Effective September 7, 2008, the allowance shall be 37 cents per kilometre.  
Effective September 7, 2009, the allowance shall be 39 cents per kilometre.  
Employees shall provide a precise accounting of the mileage driven, together with an explanation of the reason for the trip(s).
- (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.

## **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, reporters, photographers 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) No employee shall, nor be required by the Employer to, give custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer.
  - 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 November 14, 2007 of 2.25 %, as of September 7, 2008 of 2 %, and as of September 7, 2009 of 2 %, respectively.

Retroactive pay of 2.25 % will be paid to all employees covered by this collective agreement upon ratification, for all hours worked from September 7, 2007 until the date of ratification.

- (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.

<u>Classification</u>		<b>Nov.14/07 Weekly</b>	<b>Sept. 7/08 Weekly</b>	<b>Sept. 7/09 Weekly</b>
<b>Reporter, Photographer</b>	To start	\$481	\$490	\$500
	1 years' service in the position	\$556	\$567	\$579
	2 years' service in the position	\$631	\$644	\$656
	3 years' service in the position	\$705	\$719	\$733
	4 years' service in the position	\$804	\$820	\$836
	5 years' service in the position	\$907	\$925	\$944
<b>Copy Editor</b>	To start	\$705	\$719	\$733
	1 years' service in the position	\$785	\$801	\$817
	2 years' service in the position	\$866	\$883	\$901
	3 years' service in the position	\$955	\$974	\$994
<b>Sports Editor</b>	To start	\$705	\$719	\$733
	1 years' service in the position	\$785	\$801	\$817
	2 years' service in the position	\$866	\$883	\$901
	3 years' service in the position	\$955	\$974	\$994
<b>Chief Photographer</b>	To start	\$705	\$719	\$733
	1 years' service in the position	\$785	\$801	\$817
	2 years' service in the position	\$866	\$883	\$901
	3 years' service in the position	\$955	\$974	\$994
<b>Editorial Assistant</b>	To start	\$411	\$419	\$428
	1 years' service in the position	\$463	\$472	\$482
	2 years' service in the position	\$510	\$520	\$531
	3 years' service in the position	\$574	\$585	\$597
<b>Junior Clerk</b>	To start = Minimum wage plus 25 cents			
	1 years' service in the position = Minimum wage plus 75 cents			

**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, 2007 and remain in effect until September 6, 2010. 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 ..... , 2007.

**For the Union**

**For the Company**

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## **PART-TIME ADDENDUM**

This addendum is attached to and forms a part of the Agreement between The Sun Times, Owen Sound, a division of Osprey Media LP, 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 major news stories should be assigned to members of the bargaining unit.

Former employees shall be given first consideration as freelancers.

### **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: Reporter / Copy Editor**

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

It is further understood that a reporter 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 reporter 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 reporter / 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 not be eligible for the long-term disability plan. In addition, the Employer shall not incur any increased costs associated with the other applicable benefits listed in Article 11 (a), and 11 (b) beyond the level paid for the employee the month prior to attainment of age sixty-five (65).

It is understood that the employee would be responsible for any additional costs.

#### **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 the Sun Media or Osprey organization. Severance pay will be determined in accordance with Article 17 of the collective agreement.

**FOR THE UNION**

Bill Walker, Chairperson

Owen Sound Unit

C.E.P., Local 87-M

**FOR THE COMPANY**

Cheryl McMenemy

Publisher & General Manager