

COLLECTIVE AGREEMENT

BETWEEN:



**COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA LOCAL 87-M SOUTHERN
ONTARIO NEWSMEDIA GUILD**

-AND-

SUN MEDIA (TORONTO) CORPORATION

[PRE PRESS DEPARTMENT]

January 1, 2007 - December 31, 2010

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ARTICLE 1 - RECOGNITION

101

The employer Sun Media (Toronto) Corporation recognizes the Communications, Energy and Paperworkers' Union of Canada Local 87-M, Southern Ontario Newsmedia Guild (hereinafter "the union") as the exclusive bargaining agent for all employees in its Pre Press Department in the City of Toronto save and except managers, persons above the rank of manager and any additional positions exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of section 1 (3) (b) of the Labour Relations Act.

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

102

Gender References

In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2 - DUES DEDUCTION

Union Membership Required

201

All employees in the bargaining unit who were members of the union on March 9, 2006 or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the union in accordance with its constitution and by-laws for the duration of the Agreement.

202

All persons accepting employment in the bargaining unit on or after March 9, 2006 shall become union members within twenty days from the date of commencing

employment, and shall, as a condition of employment, remain union members in good standing for the period of this Agreement.

203

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

Payment of Regular Union Dues

204

The Employer shall deduct the regular Union dues from each regular salary payment to each employee. The amount of regular Union dues to be deducted shall be furnished to the Employer by the Union. The deducted dues shall be remitted to the Union no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted. The amount of dues to be deducted may be amended by the Union upon giving the Employer fourteen (14) calendar days written notice. The new deductions will take effect on the pay day in the next week following the expiry of such notice.

205

In consideration for the Employer making deductions in accordance with this Article, the Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of Union dues.

Union Dues – Special Assessments

206

The Employer agrees to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 2.04, the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

Information for New Employees

The Employer shall advise new employees and employees who are transferred into the bargaining unit that a collective agreement is in effect and of the provisions of the agreement with respect to deduction of Union dues, and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union's Unit Chair in writing when an employee is hired or transferred into the bargaining unit. A Union representative upon receiving permission from the relevant supervisor shall be allowed one-half hour during such employee's first month of work to discuss the Union and collective agreement.

CEP Humanity Fund

- a) The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.
- b) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.
- c) The first deduction for the Fund will be made in the fifth (5th) week following the ratification of the Agreement.
- d) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- e) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.

ARTICLE 3 - UNION REPRESENTATION

Union Stewards and Officers

301

Upon notification in writing by the Union, the Employer will recognize a reasonable number of stewards (to a maximum of 4) to service grievances in the manner provided under this Agreement. Furthermore, no more than 2 of the stewards or officers may be away from the workplace to service a grievance at any given time.

302

The Union agrees that stewards and Union Executive Committee members have their regular work to perform on behalf of the Employer, and in recognition of that neither a steward nor an Executive Committee member will leave his regular duties to service a grievance or attend a meeting with the Employer, without first obtaining permission from his or her supervisor, which will not be unreasonably withheld. Stewards and Executive Committee members shall advise their supervisors of the expected length of absence from duties and report to them upon their return to work.

303

Stewards and Executive Committee members who do not absent themselves from regular duties unreasonably will be compensated at their regular salary for time spent in attending meetings with the Employer (other than contract negotiation meetings) and in servicing grievances up to but not including arbitration.

304

Bargaining Team

The employer shall allow up to three (3) employees time to attend meetings with the Employer for the purpose of negotiating a renewal of this Collective Agreement. The Employer will also grant the Union Bargaining committee reasonable time off to prepare for negotiations, provided reasonable notice is given. When such time off is granted, the employer will continue to pay bargaining unit members their regular salaries and the union agrees to reimburse the employer for this expense.

Union Communications

The Employer shall provide the Union one bulletin board to be located on the second floor. The exact location and size of these bulletin boards will be determined by the Company.

Employees shall be allowed to make reasonable use of the Employer's electronic mail system for union communications outside the employee's working hours. Union stewards and executive members may utilize the e-mail system during working hours for incidental purposes restricted to the administration of their duties as stewards or executive members. Employees may use the e-mail system during working hours for the purpose of contacting a union steward or executive member to request assistance.

It is understood that the use of these company communication tools is intended to facilitate communications within the bargaining unit and is not meant to be used as a forum for personal attacks. All communications are to be with bargaining unit members only.

As a courtesy, it is agreed that the union will provide the Director of Human Resources with a copy of posted bulletin board material.

Union-Management Committee

Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, shall be held during working hours when requested by either party provided the Director of Prepress and the union chair agree there is a substantive agenda to discuss. One CEP National Representative or a representative of Local 87-M may also attend such meetings. The attendance at the meeting shall be limited to the following: the bargaining unit chair; a CEP National Representative or Local 87-M representative; the Director of Prepress and a representative of the Human Resources department. An additional bargaining unit member may attend the meeting if they have specialized knowledge about an agenda item. The parties shall endeavour to provide each other with an agenda one week prior to the meeting.

Union Meetings & Workplace Voting

The employer agrees to provide the required space to accommodate meetings between Union officers and/or stewards and members, including elections, subject to the availability of space and operational requirements.

ARTICLE 4 - MANAGEMENT RIGHTS

401

Management's Reserved Rights

The Union agrees that it is the exclusive right and sole prerogative of the Employer to manage its business in every respect and, without restricting the generality of the foregoing, to plan, direct and control its operations, systems, publications, procedures including the manner in which and by whom work shall be done and to maintain order and efficiency and to hire, transfer, classify, appoint, promote, layoff and recall employees and to suspend, demote, discharge or otherwise discipline employees for just cause. The Employer agrees that, in the exercise of its rights, it shall act in a manner that is fair and reasonable and consistent with the terms and conditions of the collective agreement.

402

Restrictions on Performing Bargaining Unit Work

The employer will be able to assign to any employee outside the bargaining unit covered by this agreement work done by employees within the bargaining unit as long as such assignment would not cause a layoff of a bargaining unit employee.

For clarity, in the event of a layoff of an employee, this paragraph shall not prevent an employee of the Employer outside the bargaining unit from continuing to do bargaining unit work to the extent such type work was being performed prior to the layoff.

403

Students

Any student intern must be participating in a recognized educational program. The employer shall not retain unpaid student interns for the purpose of replacing full time or part time employees. If a full time or part time employee is on layoff with recall rights, student interns will complete their term but no new student intern will be taken in while employees are on recall.

404

Use of Part-Time Employees

For the purpose of this Agreement, a part time employee shall mean one who regularly works not more than 80% of the normal work week.

A part time employee who averages more than 80% of a full-time work week over a 52 week period, excluding vacation leave and paid holidays taken (equal to the maximum of their entitlement) shall be deemed to have become a full-time employee.

Time worked by employees covering for employees on leaves will not count towards the hours which would qualify for full time status.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

501

The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Labour Relations Act. The Union agrees that during the term of this Agreement there will be no strike as defined by the Labour Relations Act.

ARTICLE 6 - GRIEVANCE PROCEDURE

601

Complaints and Grievances

An employee shall have the right to grieve any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that nothing contained in this Article is intended to preclude the informal discussion and review of employee concerns or complaints between employees and members of management. No employee shall have a grievance until the employee with the assistance of a Union representative if so desired, has given his or her immediate supervisor an opportunity to resolve the complaint.

602

STEP 1

It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible and it is understood that if an employee has a grievance it shall be discussed with his or her supervisor within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor in order to give the supervisor an opportunity of adjusting the grievance. The discussion shall be between the employee and/or union steward, the Supervisor and a representative of the Human Resources Department. The supervisor's response to the grievance shall be given within seven (7) days after such discussion.

603

STEP 2

Failing settlement, the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply to the grievance: the Union shall present the grievance in writing signed by the employee, in the case of an individual grievance, to the Director of Pre Press, with a copy to the Director of Human Resources, setting forth the nature of the grievance, and the remedy sought. The Director of Pre Press or designate shall arrange a meeting with the Union and a representative of the Human Resources Department within seven (7) days of the receipt of the grievance at which the grievor, in the case of an individual grievance, may attend, if requested by either

party, and discuss the grievance. The Director of Pre Press or designate may have such assistance at the meeting as is considered necessary. The Director of Pre Press or designate will give the Union a decision in writing within seven (7) days following the meeting with a copy to the grievor.

604

In the event the grievance has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to the Employer within thirty (30) days of the date of the decision from the Director of Pre Press or designate, be referred to arbitration as hereinafter provided.

605

Binding Arbitration of Disputes

- a) Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an independent arbitrator. The notice of the party referring the decision to arbitration shall contain the names of three neutral persons, any of whom it is prepared to accept as Arbitrator. The recipient of the notice shall within fourteen days advise the other party of either its acceptance of one of the proposed persons as the arbitrator or shall suggest the names of other neutral persons it proposes to act as Arbitrator. If the recipient of the notice fails to respond, or if the two parties fail to agree upon a neutral person to act as Arbitrator within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitrator shall hear and determine the matter and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.

- b) Either party may, in the correspondence contemplated in 605 notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected to proceed in accordance with article 605 shall be appointed as chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board and will advise the other party and the Chair of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this article to Arbitrator will be read to mean Arbitration Board, where appropriate.

606

No individual shall be selected as an arbitrator who has at any time been involved in attempting to resolve the grievance, or in the negotiation of this collective agreement, unless the parties mutually agree otherwise.

607

The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Chair and shall each pay the remuneration and expenses of its nominee. Neither party shall be obligated to pay any part of the cost of any stenographic transcript of an arbitration hearing without its express consent.

608

It is agreed that the time limits set out with respect to grievances and arbitrations are mandatory. The time limits imposed upon either party of any step in the Grievance Procedure may be extended by mutual agreement. A request for extension of the time limit made prior to the expiry of such time limit shall not be denied on an arbitrary basis.

609

Where the arbitration board or arbitrator determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.

610

Employer Grievance

The Employer shall have the right to file a grievance in writing signed by the Vice-President of Human Resources or designate, with the Union within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Employer. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Union shall give the Employer its written reply to the grievance in seven (7) days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Employer received the Union's reply.

611

Policy Grievance

The Union shall have the right to file a grievance in writing with the Director of Pre Press with a copy to the Director of Human Resources within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Union. Failing settlement, a meeting will be held with the Union within seven (7) days of the presentation of the grievance and the Employer shall give the Union its written reply to the grievance in seven (7) days following the meeting. Failing settlement, such grievance may be referred to arbitration under this Article within thirty (30) days of the date the Union received the Employer's reply.

612

Dismissal Grievance

Grievances involving the discharge or discipline of an employee may be submitted at Step 2 of the grievance procedure.

613

Group Grievance

If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident, such grievances may be combined and treated as a Group grievance.

614

Definitions

For the purpose of this Agreement, "day" means a calendar day and "grievance" means a complaint arising from the interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 7 - SENIORITY & LAYOFF PROCEDURES

701

Seniority Defined

Seniority shall mean continuous service in the bargaining unit for all employees hired after the date of ratification of this contract. For Toronto Sun employees who are employed as of March 9, 2006, seniority shall include all continuous service with the Toronto Sun, including its predecessor corporate forms, and any other Sun Media company.

Seniority for part-time employees shall accrue on the basis of hours worked.

702

Previous Part-Time Service

In the event a part-time employee attains full-time employment status such employee shall be entitled to credit only for straight time hours worked in the period of his continuous service immediately preceding and contiguous (excepting a break in service up to and including 14 calendar days) to his attaining full-time employment status.

Credit for such part-time service shall be calculated assuming a 35 hour workweek. Having calculated the equivalent full-time service value of such part-time service the employee shall be awarded a new seniority date based upon the equivalent full-time service. E.g. a part-time employee who worked one (1) day each week for five (5) years and then became a full-time employee would be awarded the equivalent of one (1) year of full-time service and his or her seniority date would be amended so as to reflect this accumulated service.

In the event that the above formula results in two or more employees having the same seniority date, shift fractions resulting from above formula shall be used to determine the appropriate order of seniority.

703

Previous Temporary Service

In the event that a temporary employee in the bargaining unit becomes a permanent employee, he shall be credited with his continuous service as a temporary employee that is contiguous (excepting a break in service up to and including 14 calendar days) to his service as a permanent employee.

704

Seniority List

The Employer shall prepare a seniority list showing the seniority date of each employee in the bargaining unit. An up-to-date copy of the seniority list shall be sent to the Union every twelve (12) months.

705

Loss of Seniority

A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if he or she:

- a) retires or voluntarily quits the employ of the Employer; or
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) is absent for three (3) consecutive working days unless a satisfactory reason is given to the Employer; or
- (d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is given to the Employer; or
- (e) is absent due to layoff for more than 18 consecutive months or;
- (f) fails to notify the Employer of his or her intention to report for work within ten (10) days from the date of delivery by courier dispatch of a notice of recall to his last place of residence known to the Employer unless a satisfactory reason is given to the Employer; or
- (g) fails to report to work after being recalled from layoff within fourteen (14) days of notifying the Employer of his or her intention to report for work, unless a satisfactory reason is given to the Employer.

706

Layoffs

The employer may initiate involuntary layoffs of employees for reasons of increased productivity, technical advantage or improved organizational efficiency. In such circumstances, before any such layoffs are made the Employer will inform the Union of its plans.

707

Maximized Use of Vacancies

Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which he can demonstrate he has the necessary skills, qualifications, and ability provided that the vacancy has not already been posted.

708

Notice to Individuals

In the event of a layoff, the Employer shall give the employees concerned eight (8) weeks' notice of such layoff and, where possible, will endeavour to give greater notice of layoff. As provided in Article 706, prior to the notification to employees, the Employer shall meet and have discussions with the union in connection with the layoff and the number of persons to be laid off in the affected job classifications. In any event, all layoffs, notice, bumping, and chain bumping must be completed within the original eight week notice period.

709

Layoffs by Reverse Seniority

Layoffs of any employee(s) within any classification shall be based upon reverse seniority, provided those remaining are qualified to perform the work required. However no employee shall be laid off while there are temporary employees or unpaid student interns on staff.

To clarify, a “classification” is a job and a “category” is a salary group. The employer shall determine whether the reduction in staff is for full-time or part-time. Once determined, layoffs shall proceed as above.

710

Bumping

An affected employee may bump the most junior employee (provided those remaining are qualified to perform the work required) in an equivalent (lateral) or lower classification provided the position is held by a more junior employee and provided he or she has the demonstrable skill, ability and aptitude to competently perform the job. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff if notice is required to be provided in accordance with this Article.

711

New Wage Rate after Bumping

An employee who bumps into a position in an equivalent classification shall be paid his current rate. An employee who bumps into a lower classification shall be paid the closest salary rate to their current rate on the grid of the classification that they are bumping into that does not exceed his current salary rate.

712

Further Bumping

The person so displaced may exercise a similar right to bump in accordance with Article 710 within one week.

713

Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 708.

714

Bumping of Part-Time Employees

Full time employees may bump part time employees subject to restrictions and provisions set out in article 709 above. Part time employees may not bump full time employees.

715

Seniority While on Layoff

During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 705(e).

716

Recall to Employment

Recall of laid off employees to available vacancies in their previously held classifications shall prevail over Article 15 (Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification, at the previous step on the wage grid, held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the skills, qualifications, and ability to perform the available work, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records with a copy sent to the union. The recall rights will not extend for a period longer than eighteen (18) months.

717

Recall to Part-Time or Temporary Employment

Full time employees may decline recall to a part time or temporary position without affecting their recall rights.

ARTICLE 8 - LEAVES OF ABSENCE

801

Personal Leave

The employer may grant an employee's application for unpaid personal leave of absence. The employer shall exercise its discretion fairly.

802

Union Leave

The employer will grant leave of absence without pay to what it deems to be a reasonable number of employees selected by the union for the purpose of union business not in excess of one (1) week at a time for each individual, provided reasonable notice is given to the employer. Leaves of absence for union business greater than one (1) week subject to Article 803, or with insufficient notice, shall also be subject to operational requirements of the employer. The employer shall maintain the compensation of the employee on leave and the union shall reimburse the employer.

803

Political Office

Employees who wish to run for public office in a municipal, provincial or federal election shall first obtain from the Employer a leave of absence without pay. If elected, the Employer may require the employee to resign.

804

Full Time Union Leave

The employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the company's contributions are paid by the labour organization. The employee must give the employer one (1) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election.

805

Effect on Seniority

The following conditions apply to leaves of absence in excess of one (1) month's duration granted under this Agreement other than union, maternity, adoption and paternity leaves of absence:

- (a) there will be no loss of seniority or benefits as accrued to the beginning of such leaves, however seniority shall not accrue and benefits shall cease during such leaves;
- (b) during such leaves the short term sickness income protection plan will not apply;
- (c) pension plan contributions cease during such leaves;
- (d) credited service for pension purposes will not accumulate during such leaves;
- (e) time off for such leaves will not be counted as time worked for the purposes of vacation pay and it will be pro-rated accordingly.

806

Family Responsibility Leave

During each calendar year on a non-cumulative basis an employee may take up to two (2) days' leave of absence with pay as a result of an emergency that affects the employee's family as defined in article 901 (a) as well as stepchildren. The employee must report the reason for such leave(s) to his or her immediate supervisor. If an employee takes any part of a day under this section, the employer may deem the employee to have taken one day's leave on that day. The company may request medical documentation to support the absence.

ARTICLE 9 - BEREAVEMENT LEAVE

901

Bereavement Leave

- a) The employer shall grant an employee paid bereavement leave of absence of five (5) consecutive days, including the day of the funeral, upon a death of

his or her parent, sibling, spouse including common-law or same-sex partner, or child.

- b) The employer shall grant an employee paid bereavement leave of absence of three (3) consecutive days, including the day of the funeral, upon a death of his or her step-parent, step-child, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, aunts, uncles, grandchildren, great grandchildren, grandparents, great grandparents, grandparents-in-law and great-grandparents-in-law.
- c) Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid and shall not suffer any loss of compensation.
- d) The employee may, in the discretion of the employer, be granted additional bereavement leave with or without pay at the discretion of the Employer. The employee shall notify the Employer as soon as possible following the death.

ARTICLE 10 – JURY AND WITNESS LEAVE

10.01

Should an employee be required on his or her regular work day to report for jury duty or is subpoenaed to testify before an administrative tribunal, excluding any matter between the parties, court of law, coroner's inquest, Parliamentary Inquiry, or Royal Commission, the employee will be paid regular salary for the day. However, the employee will not be entitled to any pay under this Article if he or she is a party or principal in any of the aforementioned proceedings unless a party or principal as a result of performing the employee's proper duties for the Employer. The employee shall provide the employer with a copy of the summons.

ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE

1101

Leave Granted

Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act. The total length of the leave(s) will not exceed one year.

1102

Conditions of Leave

The following conditions apply to pregnancy and parental leaves of absence granted under this Agreement:

- (a) during such leaves the short-term sickness income protection plan will not apply;
- (b) time off for such leaves shall be counted as time worked for the purposes of seniority, pension, benefits, vacation entitlement and advancement on the grid.
- (c) there will be no loss of seniority;
- (d) the employee will continue to participate in the benefit plans under Articles 19 and 20 of the Collective Agreement with the employee and Employer each continuing to make the usual contributions unless the employee elects in writing not to do so;
- (e) arrangements between the Employer and employee suitable to the Employer for either pre-payment or regular payment during the leave, of employee contributions for pension and/or benefits coverage will be made in advance of the commencement of the leave.

1103

Maternity Leave Supplementary Unemployment Benefits

The Employer shall maintain a supplemental unemployment benefit (SUB) plan that provides regular payments to an employee who is granted leave under this Article and who has applied and qualified for maternity (including adoption) or parental benefits under the Employment Insurance Act. The regular payments under this SUB shall augment the amount payable from EI so that an employee

receives eighty (80 percent of his or her regular wages for a fifteen (15) week benefit period. Employees must have been working full time for 1 year to qualify. Only full time employees qualify.

ARTICLE 12 - HEALTH AND SAFETY

1201

Health and Safety Committee

The employer shall make all reasonable efforts to maintain a healthy and safe workplace. The union may appoint one (1) representative to the Toronto Sun Joint Health and Safety Committee.

1202

A worker representative on the Committee will receive his or her regular salary for time lost from scheduled work for attending meetings of the Toronto Sun Joint Health and Safety Committee.

1203

Pregnant Employees & CDSs

A pregnant employee who normally works on computer display screens may request that she not be assigned to computer display screen work while she is pregnant. In that case she will be assigned to other work which she is able and qualified to do after a training period of one (1) week provided that the Employer has such work reasonably available. If not reassigned, the employee may take a leave of absence without pay until she begins maternity leave.

ARTICLE 13 - INFORMATION

1301

Annual Information for Union

The Employer shall supply the Union once every twelve (12) months with a list containing the following information for each employee in the bargaining unit:

- (a) name and address;
- (b) date of birth, date of hiring, classification, status, and regular salary.

1302

Information Regarding New Hires

Within four (4) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in the above Section of this Article.

1303

Monthly Information: Updates & Changes

The Employer shall supply the Union monthly with a list containing the following information: (a) names of employees leaving the bargaining unit or taking leaves of absence without pay, the effective date, and the reason for leaving the Unit or taking a leave; (b) changes in employees' addresses made known to the employer, salary, job classification, status, or return from a leave of absence without pay, indicating the effective date of the change.

ARTICLE 14 – HOURS OF WORK

1401

Work Week

The normal work week for employees is thirty-five (35) hours over no greater than five days excluding meal periods and the normal work day is seven (7) hours excluding meal periods. For the purpose of calculating the threshold for overtime entitlement, a work day or work week includes those hours normally scheduled but not worked because of the employee's absence on paid leave.

1402

Split Shifts

- (a) There shall be no split shifts except with the consent of the employee. That consent shall not be unreasonably withheld with due consideration for past practice.

Consecutive Days Off

- (b) The employer shall normally schedule employees for two consecutive days off in each work week except for overtime shifts. In exceptional business circumstances, the employer may schedule non-consecutive days off, taking into consideration the requirements and efficiency of operations and the wishes of the employees concerned.

1403

Overtime

For full-time employees, all time required and authorized by the employer in excess of the unit of hours constituting a work day or a work week shall be considered overtime and shall be paid at the rate of time and one-half. Part time employees will receive the overtime rate after 44 hours per week.

If the Company cannot attain the required overtime coverage, the Company will be able to schedule the most junior qualified employee to do the work available. The Company will not invoke this clause unreasonably.

1404

Compensating Time Off

Employees may elect to be compensated for authorized overtime worked either in cash or in time off, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests to be compensated for overtime worked in time off, such time off must be arranged at a time which is agreeable to both the Employer and the employee within three (3) calendar months, or longer if mutually agreed, following the date upon which the overtime claim was filed. If it is not possible to arrange such time off at the mutual convenience of the Employer and the employee within the aforementioned three (3) calendar month period, the employee shall be compensated for the overtime worked in cash.

Any job differential shall be included in the computation of overtime. An employee shall not exceed more than one week off as banked time.

14.05 (a)

Call-In Pay

An employee called back to work shall be guaranteed at least four hours' pay at the overtime rate. An employee shall be considered called back to work when he is required to report to the office or other locale, but shall not be considered called back to work in response to a telephone call to impart information to the employer. However, should the employee be required to make further immediate business phone calls as a result of the call from the employer or its representative, the employee shall be entitled to a minimum of one hour of pay at the overtime rate.

14.05 (b)

Sixth or Seventh Shift

An employee who is required to work on a shift in excess of his normal number of weekly shifts shall receive overtime premium for all work performed on that day with a minimum payment of four (4) hours of overtime premium.

1406

Notice of Work Day Schedules

- a) The Employer will post work schedules of days and hours for scheduled employees at least two (2) weeks in advance of the week for which they apply.
- b) Work schedules may be changed subject to the requirements of operations and affected employees will be advised in advance of the change as early as reasonably possible. If an employee is required to work on what otherwise would have been a scheduled day off and less than seven days notice of such change is provided to the employee, he or she shall receive overtime

premium for all work performed on that day unless the change has been made by mutual consent of the employee and the Employer.

1407

Notice of Shift Change

- a) The Employer shall designate the time for all employees to report for work (but not necessarily the same time for each employee on each shift), provided that such time shall be as uniform as possible on each day or night. Schedules for shift starting times shall be posted at the same time as schedules for days off.
- b) The Employer will notify the employee as soon as possible when a change in an employee's shift is needed.
- c) The Employer will provide a ten (10) hour interval following the completion of an employee's scheduled shift before the start of his or her next scheduled shift.

1408

Rest Periods

Each employee may be entitled to one (1) fifteen (15) minute break per each half of their full work shift.

ARTICLE 15 – JOB VACANCIES, PROMOTIONS, AND TRANSFERS

1501

Posting of Job Vacancies

The Company will post notice of all permanent vacant positions within the bargaining unit for a period of ten (10) calendar days and agrees to consider an application from any bargaining unit employee. Any qualified internal applicants shall be granted an interview prior to any external candidate and the company will be precluded from interviewing suitable external candidates until first consideration has been given to qualified bargaining unit employees. Employees entitled to apply for such vacancy or new job must make application to the Director of Human Resources or designate no later than the tenth (10th) calendar

day. Employees who have completed their probationary period and for whom movement to the position would be a promotion or lateral move may apply. The employer need not consider any applicant to a posting who has, within the prior twelve (12) month period successfully applied for a vacancy. Unsuccessful candidates, upon request, will be told why they did not receive the job.

1502

Job Opportunities

In awarding the position, the successful applicant shall be chosen on the basis of skill, ability, and experience. If the skill, ability, and experience of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.

1503

Job Differential/ Placement on the Grid

- a) Placement on the grid: Employees permanently transferred to a higher paid classification shall receive the salary rate on the wage grid of the higher classification next higher in dollars to the rate they received in the lower classification.
- b) Employees temporarily assigned for a minimum of one-half shift to a higher paid classification shall receive a premium of 10% higher than the employee's current salary for all hours worked in the higher classification, whichever is less.

1504

Return from Illness or Injury

- a) Where employees are medically able to return to work, the employer shall first attempt to place an employee in his own position. If the employee cannot be accommodated in his former position, the search for suitable accommodation will expand to any/all suitable occupations.

- b) Should the successful return of an employee result in an overall addition to staff levels, the Company fully maintains its right to adjust staff levels in accordance with prescribed protocols under the applicable Collective Agreement.
- c) In the event that an employee is fit to return to work on a gradual basis, he shall be entitled to receive his salary for the proportion of the time worked and disability insurance for the portion of time not worked, based upon the employee's regular salary or hourly earnings. In any event, the total cannot exceed the employee's normal salary.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

1601

Just Cause

No employee who has completed his probationary period may be disciplined or dismissed except for just cause.

1602

Probationary Employees

An employee will be considered on probation until he or she has completed three (3) months of continuous employment with the Employer. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts. The purpose of the probation is to evaluate the employee and provide feedback.

The Employer may upon agreement with the employee after consultation with the Union extend the probationary period for up to a maximum of three (3) additional months. In cases where a probationary period is extended, the Employer will notify the employee in writing. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date from the date of last hiring into a bargaining unit position.

The Employer may discharge a probationary employee for any reason provided it does not act in bad faith or in conflict with any of the provisions of this Agreement.

A probationary employee who is terminated shall not receive any notice or severance pay.

1603

Human Rights

The Company and the Union agree to comply with the Ontario Human Rights Code in all respects.

1604

Union Activity

There shall be no discrimination against any employee because of lawful union activity. The union and the company agree that no employee shall be discriminated against or harassed for reason of membership or non-membership.

1605

Personnel Files

Every employee shall have the right to inspect his personnel file, once a year or when an employee has filed a grievance. For the sake of clarity this does not include files or documents developed in connection with the grievance procedure. An employee shall have the right to review or make a copy of the file in the presence of management.

1606

Disciplinary Interviews

When dealing with an employee's conduct that could result in discipline, suspension or discharge, the Employer shall advise any such potentially affected employee of his or her right to Union representation. In doing so, the employer agrees to make all reasonable efforts to secure Union representation prior to commencing the interview.

1607

Notice of Discipline

Following a disciplinary interview(s) as described in article 1606 above, and where the Employer now intends to discipline, suspend or discharge the employee, the Company will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the interview, the Employer shall render its final decision in writing within seven (7) calendar days of the interview and will include with such decisions the reason(s). While the Employer understands the need for the timely administration of such disciplinary action, should a time extension become necessary the parties agree to not unreasonably withhold such a request. The Employer agrees to provide the aforementioned decision to the union at the same time as the employee.

Nothing in this agreement shall prohibit the Employer from removing an employee from the workplace during the course of such investigation and/or contemplation of suspension or discharge action described above.

1608

Copy to the Union

Written notice of dismissal or discharge for cause shall be sent to the union at the same time as notice is given to the employee.

1609

Removal of Discipline

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

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

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Company's disciplinary rules. The Employer agrees not to use such

reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 17 – VACATION

1701

Amount of Paid Vacation

Employees shall accrue vacation at a rate based on full-time continuous service as identified annually on July 1st to be taken during the current calendar-based vacation year. For example, vacation earned between July 1, 2004 and June 30, 2005 would be taken between January 1, 2005 and December 31, 2005.

- Up to one year continuous service – 1 ¼ days paid vacation per month;
- One or more years continuous service – 3 weeks paid vacation per year;
- Three or more years continuous service – 4 weeks paid vacation per year;
- Eleven or more years continuous service – 4 weeks plus one day of paid vacation per year;
- Twelve or more years continuous service – 4 weeks plus two days of paid vacation per year;
- Thirteen or more years continuous service – 4 weeks plus three days of paid vacation per year;
- Fourteen or more years continuous service – 4 weeks plus four days of paid vacation per year;
- Fifteen or more years continuous service – 5 weeks of paid vacation per year;
- Sixteen or more years continuous service – 5 weeks plus one day of paid vacation per year;
- Seventeen or more years continuous service – 5 weeks plus two days of paid vacation per year;
- Eighteen or more years continuous service – 5 weeks plus three days of paid vacation per year;

- Nineteen or more years continuous service – 5 weeks plus four days of paid vacation per year;
- Twenty or more years continuous service – 6 weeks paid vacation per year.

The full time start date will be used in the calculation of paid vacation.

1702

Vacation “Week” Defined

In this article, a “week” of paid vacation shall be presumed to mean five days of paid leave unless the employee is scheduled as per this collective agreement for full-time hours over a period of other than five days, in which case the number of days in a “week” of paid vacation shall be adjusted accordingly.

1703

Where Paid Holiday or Illness Intervenes

- a) An employee whose vacation time includes a recognized holiday(s) as defined in article 1801 shall receive an additional day(s) of vacation to be taken at a time mutually agreeable between the employee and his manager.
- b) An employee who is ill or injured prior to commencing vacation may reschedule his vacation to a later date if the nature and severity of the employee’s illness or injury will prevent the employee from making reasonable use of his vacation period. The company may require a satisfactory medical certificate verifying the nature, severity and duration of the illness or injury.

1704

Scheduling of Vacation

Vacations in each vacation group shall be allocated by using annual deadlines for submissions of requests. An employee’s vacation scheduling priority shall be determined by seniority for the first two weeks of vacation entitlement in any

calendar year, provided the employee has submitted by the deadline. Once all requests have been submitted, the employer will review and determine the vacation schedule taking into consideration operational requirements and post the approved schedule. Vacation requests submitted after the deadline shall be allocated on a first-come, first-served basis.

1705

Carry-Over of Vacation

If at the request of the Company an employee is unable to take his or her vacation in any year by December 31, he or she shall be allowed to carry over such remaining vacation to be taken not later than March 31st of the following year. Vacation may be carried forward to the next year with mutual consent.

1706

Rate of Vacation Pay

Where an employee who is temporarily transferred to a higher classification for four (4) months or more, goes on vacation during that temporary period, then the employee will receive vacation pay at the temporary rate.

ARTICLE 18 – PAID HOLIDAYS

1801

Paid Holidays

The following paid holidays are recognized:

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

Each employee is entitled to three (3) floating paid holidays in addition to the paid holidays recognized above to be taken at the same time as the rest of the building

when it is scheduled, or at an agreed time between the employee and his supervisor when not scheduled. If an additional holiday is declared by government statute, the new holiday will also be recognized notwithstanding the three floating holidays. An employee shall not be entitled to take pay in lieu of time off for these additional holidays.

1802

Employees who are scheduled to work on a recognized holiday but are not required to work will receive their full weekly salary.

1803

Premium Pay for Working on a Paid Holiday

Employees who are required to work on a Christmas Day shift shall be paid a minimum of a full day's pay at the rate of two-and-one-half times their straight time rate in addition to their regular pay.

Employees who are required to work on any other paid holiday shall be paid a minimum of a full day's pay at the rate of one-half times their straight time rate in addition to their regular pay.

1804

If Holiday Falls Upon A Day Off

An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date mutually agreeable between the company and the employee.

1805

Overnight Shifts

It is understood that holiday shifts shall be those shifts which start within the 24 hours which constitute the day of the holiday. It is understood that no employee shall be compensated under this Article for more than one such shift per holiday. It is also understood that in the event that an employee works two shifts starting within the 24 hours of the holiday only the shift of which the greater number of shift hours fall within the twenty-four (24) hours of the holiday shall be paid for or compensated for as a holiday shift. It is further understood that the Company shall

not artificially alter start times or lengths of shift in order to amend the effect of this article.

ARTICLE 19 - BENEFITS

1901

All current full time bargaining unit employees who are enrolled in a Sun Media benefits plan will maintain their enrolment in their current plan and will maintain the same plan-switching options as non-unionized employees. All new full time bargaining unit employees or full time employees not currently enrolled in a benefits plan, will be eligible to enrol in plans A or D. It is understood that Plan B is closed. It is understood that the bargaining unit employees enrolled in these plans shall be subject to any changes that are made to these plans in the same manner as are non-unionized employees. Plan enrolment changes are effective January 1 of each year.

ARTICLE 20 – RETIREMENT PLAN

2001

All current bargaining unit employees that are enrolled in a Sun Media retirement plan will maintain their enrolment in their current plan. It is understood that the bargaining unit employees enrolled in these plans shall be subject to any changes that are made to these plans in the same manner as are non-unionized employees. If a current bargaining unit employee wishes to switch their retirement plan, they shall only be able to change their enrolment into the new Retirement Plan for unionized employees of Sun Media Corporation. Plan enrolment changes in to the new plan are effective on January 1 of each year. There shall be no new enrolments or switching between plan options in the current Sun Media retirement plan.

All new bargaining unit employees and current bargaining unit employees not currently enrolled in a retirement plan will only have the option of joining the new Retirement Plan for unionized employees of Sun Media Corporation.

The new Retirement Plan for unionized employees of Sun Media Corporation will be the 1986 Retirement Plan for the Employees of the London Free Press that will be amended and renamed the Retirement Plan for the unionized employees of Sun Media Corporation.

ARTICLE 21 – SEVERANCE PAY

2101

An employee who is laid off from work, voluntarily or not, is eligible to receive severance pay under this Agreement. The amount of such severance pay shall be one (1) week's regular salary for the employee multiplied by the sum of the number of the employee's completed five (5) months of employment and the number of the employee's additional completed months of employment divided by five (5) to a maximum of seventy-eight (78) weeks regular salary for the employee, plus one extra week's pay for employees with five years' continuous service or less. Such severance pay shall be paid on a lump sum basis, divided into two payments in different calendar years at the request of the employee.

2102

If a laid-off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Employer. Reasonable terms shall be arranged if required by the employee.

2103

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

2104

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

2105

Maintenance of Group Insurance

An employee who is laid off may continue to participate in the employer's group medical and dental plans for the duration of his severance period if he elects to pay his share of the premiums.

ARTICLE 22 – WORK RELATED EXPENSES

2201

Authorized Expenses

The company shall reimburse an employee for all authorized expenses incurred in the service of the employer.

The employer agrees to supply pager/cell phone/ blackberry equipment and service through our company plans to those employees that the employer deems the equipment necessary to perform their job duties. The equipment is to be used for work purposes only.

2202

Home Office Equipment

The company may continue its past practice of providing certain employees with home office equipment and/or services where it is required.

2203

Educational Self-Improvement

The employer may reimburse an employee, upon successful completion of an educational course, at least 50% of tuition costs for educational courses directly related to his career or other jobs within the bargaining unit. Approval shall not be unreasonably withheld.

ARTICLE 24 – PART TIME & TEMPORARY EMPLOYEES

2401

Part time benefits and Vacation

- a) Part time employees may participate in the retirement plan after two consecutive calendar years of either earning 35% of the YMPE or working 700 hours. Enrolment occurs on the January 1 each year.
- b) Part time employees may participate in the Company's current part time benefits plan that was in place prior to the collective agreement. Part time employees who have averaged no less than 15 hours of work per week for the previous 52 weeks shall become eligible to participate in the plan. To clarify this plan includes medical, dental and group life coverage. The premium cost sharing for the part time benefit plan will be 50% Employer paid and 50% Employee paid.
- c) Part time employees receive 4% vacation pay on each pay cheque.
- d) Part time employees are entitled to the Statutory Holidays and the statutory pay as outlined under the Employment Standards Act.
- e) Part time employees are not entitled to any additional Company floating holidays.

2402

Progression on Wage Grid

In calculating experience for the purpose of regular step-up wage increases, part-time employees shall be credited with their actual hours worked. The conversion of hours worked shall be 1680 for each one-year step.

2403

Temporary Employees

A temporary employee is an employee who is hired:

- (a) To cover a leave of absence for the duration of the leave. In the case of coverage of leaves of absence of thirty (30) calendar days or more (if

required by the employer) all qualified part-time employees shall first be offered such temporary positions;

- (b) To cover an absence due to maternity, parental, sickness or disability for the duration of the absence up to twenty-four (24) months provided all qualified part-time employees shall first be offered such temporary positions;
- (c) To cover vacation absences for a maximum continuous period of five (5) months and for not more than six (6) months in total within any calendar year, provided all qualified part-time employees have first been offered such temporary positions; or
- (d) For a temporary and special project up to a six (6) month period, or up to 12 months, if mutually agreed between the union and the employer. Such agreement shall not be unreasonably withheld by the union.

2404

If a part-time employee is hired into a temporary position under this article, the following shall apply:

- (a) Seniority shall accrue;
- (b) Movement along the wage grid of their normal position shall continue;
- (c) Service shall not accrue under article 404 (80% rule) during the assignment;
- (d) Two or more different job classifications cannot be added together to earn time under Article 404 (i.e., two or more part-time jobs shall not result in full-time status);
- (e) If an employee voluntarily transfers into a temporary assignment that is in a higher wage category, the employee will assume the wage rate at the next step of the temporary position's wage grid that is closest (but above) their current wage;
- (f) If an employee voluntarily transfers into a temporary assignment that is in a lower wage category, the employee will assume the wage rate that is the lower of (a) the maximum rate of that wage category, and (b) the wage rate that is closest to (but lower) than their current wage;

- (g) Employees moving into temporary assignments maintain their current status, be it part time or full time.

2405

If a temporary employee with no previous service gets a permanent job during or immediately after their temporary assignment, the following will apply:

- (a) their temporary service will count toward their seniority;
- (b) they will continue to move along the wage grid if the position is the same;
- (c) their temporary service will not count under article 404 (80% rule)

2406

The Union shall be notified in writing of the hiring of a temporary employee and the expected duration of and reason for the temporary position. A temporary employee whose services are no longer required or whose term has expired may be terminated upon two weeks' written notice to the employee.

2407

Seniority

Temporary employees shall not establish seniority under this Agreement.

2408

Temporary Employee - Coverage of the Collective Agreement

Temporary employees shall be covered by all articles of this collective agreement except 7, 8, 10, 11, 15, 19, 20, and 21.

ARTICLE 25 – WAGES

2501

Experience Rating Upon Hire

The employer shall hire new employees at rates no less than the starting rate for each classification and may establish the new employee at a higher rate on the appropriate classification wage grid on the basis of skill and experience.

2502

Grid Advancement

A new full time employee shall progress to the next highest step of the applicable salary schedule on his full time start date.

All current employees who are progressing through the grid shall advance to the next highest step of the applicable salary schedule on each January 1 following the date of ratification.

If an employee moves into a new position that is in a different salary schedule, the start date of the new position will become the date on which future eligible grid movements would take place.

However the employer may delay an employee's regular advancement for one year for reason of demonstrably poor job performance in the previous 12 months. An employee who objects to the employer's delay of advancement may file a grievance pursuant to Article 6.

The employer may accelerate an employee's advancement on the grid for reason of superior job performance in the previous 12 months.

2503

Job Classifications

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

ARTICLE 26 – TERM

Term

This Agreement shall become effective (except as provided herein) on January 1, 2007 and shall expire on December 31, 2010. It shall be binding upon the successors and assigns of both parties.

2602

Renewal

Within ninety day prior to the termination of this agreement, the employer or the union may open negotiations fore a new agreement to take effect upon the expiry of this present agreement.

Dated this _____ day of _____, 2007

FOR THE UNION:

FOR THE EMPLOYER:

**Appendix A - Salary
Schedule**

**Category A
Technical/Systems Support
Analyst**

Start	Year 1	Year 2	Year 3	Year 4	Year 5
68,256	70,256	72,256	74,256	76,256	78,256

**Category B
Ad Building Supervisor**

Start	Year 1	Year 2	Year 3	Year 4	Year 5
55,900	57,900	59,900	61,900	63,900	65,900

**Category C
Technical
Support**

Start	Year 1	Year 2	Year 3	Year 4	Year 5
54,554	56,554	58,554	60,554	62,554	64,554

**Category D
Ad Builder, Imaging Technician, Output Technician,
Quality Control Coordinator**

Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
45,900	47,900	49,900	51,900	53,900	55,900	57,900

**Category E
Production General
Support**

Start	Year 1	Year 2	Year 3
49,216	51,216	53,216	55,216

Category F
Junior PC
Support

Start	Year 1	Year 2	Year 3
36,884	38,884	40,884	42,884

General Wage Increase (GWI) 1.5% effective March 1, 2007
(reflected in grid)

GWI - January 1, 2008 -
1.5%

GWI - January 1, 2009 -
1.5%

GWI - January 1, 2010 -
1.5%

LETTER OF UNDERSTANDING RE: COUNSELLING SERVICES

This will confirm our understanding with respect to the counselling services provided by EAP.

It is the intent of the Company to continue to make available this service, on a confidential basis and at no cost to the employees, to employees of the bargaining unit.

Should this practice change in the future, the Company will advise the Union in advance.

LETTER OF UNDERSTANDING RE: COMPRESSED WORK WEEK

A full-time employee who is scheduled on a compressed work week shall not suffer any loss of entitlements under the collective agreement.

LETTER OF UNDERSTANDING - Employees on Long Term Disability – Grid Placement

For the purpose of a future return to active employment, employees who are currently absent from work because of long term disability shall be placed at the grid step that is at the next highest salary rate above current salary (i.e. this does not impact upon their current level of LTD benefits). Upon return to work, the employee shall be paid the effective salary rate for that grid step and shall resume grid progression upon the first anniversary date of his return to active employment.

LOU Outside the Agreement: Protocol for Resolving Medical Disputes

1. Where the employer considers the medical evidence unsatisfactory for the purpose of verification of an employee's absence or fitness to work, the designated representative of the Human Resources Department may consult with the employee on a confidential basis.
2. If the employer still considers the medical evidence unsatisfactory after consulting with the employee, the employer may, with the consent of the employee, direct the company physician to consult directly with the employee's physician.

3. If the employee's consent is not given and/or the employer still considers the medical evidence unsatisfactory, the employer may seek an independent medical opinion at the employer's expense, with the employee's consent. The independent physician shall be agreed upon by the parties.
4. If the employee's consent to an independent medical opinion is refused, or following an independent medical opinion the employer still considers the medical evidence unsatisfactory, and the employer declines to recognize the employee's absence as covered by short term disability benefits under this article, the employee may file a grievance pursuant to the grievance and arbitration procedure.
5. All medical information in the possession or knowledge of the employer regarding an employee shall be maintained as confidential to the employer's physician and a designated member of the Human Resources staff. Information on job capabilities, restrictions and/or accommodations is not considered confidential in the meaning of this subparagraph.

Letter of Understanding – Article 304

Notwithstanding Article 304, the Employer agrees that in order to expedite the negotiation of a new Collective Agreement, when up to three (3) bargaining unit employees are granted time off from their regularly scheduled shifts to attend meetings with the Employer for the purpose of the aforementioned negotiations, the Employer will pay such bargaining unit employees for such time off at their regular salary rate and the Employer will not ask the Union to reimburse the Employer for this expense. Such payment by the Employer as noted above shall not include overtime hours.

Furthermore, the Employer and the Union agree to split the cost of meeting rooms and the related expenses of the meeting rooms during bargaining.

Letter of Understanding: Voluntary Resignations Solicited

Once notices of layoff have been given to affected employees, the employer shall post bulletin board notices of layoff and receive requests for voluntary resignations. Employees must submit a request for voluntary resignation within two (2) weeks of the posting of the notice. If the employer agrees to a voluntary resignation(s), such employee(s) will be eligible for severance pay in accordance with Article 2101 and will forfeit any rights to recall.

Voluntary resignations will reduce the impact of layoffs. The employer has the discretion to change the timing of when the notice for voluntary resignations is posted i.e. if the company wishes to post a notice for voluntary resignations before notices of layoff have been given to the affected employees, the company may do so.

Appendix B

1. Employees who are overscale on the 2007 grid, but currently earn \$72,000 or less in regular annual salary, shall be green circled. These green circled employees shall continue to receive all general wage increases in the same manner as employees who are on the salary grid. The exception to this green circling is that these employees shall not receive the 2007 general wage increase in the same manner as grid employees, but instead shall receive the 1.5% GWI on September 1, 2007 and shall receive no further general wage increase until the GWI that is effective on January 1, 2009. For clarity, they are entitled to the GWI effective January 1, 2010.
2. Employees who are overscale and currently earn \$72,000 or more, shall be red-circled for the duration of the collective agreement. That means they shall not receive any GWI under this collective agreement.
3. The employees who are classified as Output Technicians shall retain their position titles as Foremen.
4. The positions occupied currently by Murray Caster, Jeff Rickard, and Tony Lobo and their work shall be excluded from the bargaining unit. The continued performance of their current job duties shall not be considered as a violation of article 402 of the collective agreement. Ed Moran shall also be excluded from the bargaining unit and it is understood that his position is Quality Assurance Manager and not Foreman. It is understood that Ed Moran shall be able to perform all bargaining unit work with no restrictions.