

COLLECTIVE AGREEMENT

BETWEEN

**STRATFORD BEACON HERALD, A DIVISION
OF SUN MEDIA**

~ and ~

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

FOR THE

**NEWSROOM, COMPOSING ROOM AND
MAILROOM**

Effective January 1, 2011 until December 31, 2012

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NEWSROOM CONTRACT

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THIS AGREEMENT, made and entered into on this 1st day of January, 2011 between the Stratford Beacon Herald, a division of Sun Media, and the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild, witnesseth that the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

1:01 This agreement covers all employees of Stratford Beacon Herald, A Division of Sun Media working more than twenty-four (24) hours per week, engaged in the news and photography departments wherever located save and except the publisher, associate publisher, managing editor, city editor and confidential secretary to the publishers and students employed during the school vacation or as part of co-op programs.

ARTICLE 2 – UNION MEMBERSHIP/DUES DEDUCTIONS

2:01 All employees who are members of the Union and in good standing shall remain members for the duration of this Collective Agreement.

2:02 At the end of their probation period, employees will become members of Local 87-M, Southern Ontario Newsmedia Guild and will pay membership dues as a condition of employment. The Employer agrees to deduct bi-weekly from the wages of the employees covered by this agreement such union dues as the Union advises the Employer are due from such employees, and to remit such monies to the Union by the 15th day of the month following the month such monies were deducted from the employees. Newly hired employees shall pay union dues effective with their first pay. Initiation fees shall be deducted in the week following the end of their probationary period.

2:03 The Union recognizes the need and the Employer's right to afford the opportunity to students from schools of journalism to work for periods in the newsroom as part of their journalism training. These students shall not be considered employees. No more than one shall be employed at any one time, and they shall not continue working beyond the normal work-term period at the respective schools.

2:04 The Employer shall notify the Union local in writing of the name, address, phone number, starting wage, starting date and classification of any proposed new employee within ten (10) working days of the person being hired for the position. The Employer will notify the local union head office of any changes to an employee's address, phone number, job classification and employment status within fifteen (15) business days.

ARTICLE 3 – PROBATION PERIOD & HUMAN RIGHTS

- 3:01** New employees shall be considered probationary employees during the first three months of employment. Such probationary period may be extended on agreement reached with the Union. Termination of a probationary employee shall not be subject to the grievance procedure of this Agreement, but continuation of employment beyond the probationary period shall entitle the employee to seniority from the date of employment and all applicable benefits of the agreement.
- 3.02 The Company, the employees, and the Union agree to comply with the Ontario Human Rights Code in all respects. The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Union and the Employer recognize the right of all employees to work in an environment free from sexual or any other type of harassment.

ARTICLE 4 – LAYOFF, RECALL, SEVERANCE & JOB POSTING

- 4:01** In recognition of the Employer's responsibility for efficient operations it is understood and agreed that ability to perform the situation is essential and shall apply in a layoff in a recall, promotion and demotion.
- 4:02** Whenever the Employer decides it is necessary to reduce staff, employees will be laid off in each classification on the basis of the reverse order of the total length of service since last hired provided those remaining are qualified to perform the work required.
- 4:03** An employee in a classification being reduced in number may elect to go into a lower classification at the highest rate for that classification, provided that he/she is qualified for the work required and that his/her total service with the Employer exceeds that of another employee in the lower classification who becomes the employee to be laid off.
- 4:04** If an employee accepts a promotion to a higher classification, he/she shall be permitted to return to his original position if he so decides within a one (1) month period. The Employer shall have the right to return the employee to his former position if he is not qualified for the higher position.
- 4:05** Employees laid off due to a reduction in force shall have preferential rights for rehiring for eight months. A list shall be maintained by the Employer and when hiring for situations covered by this Agreement, the Employer shall give preference in hiring to such persons in inverse order to that in which they were laid off.
- 4:06** Notice of recall shall be sent to the individual by registered mail in the last known address, a copy of which shall be forwarded to the Union. Recalled employees shall have two weeks from the date of posting to report for duty.

4:07 All employees terminated as a result of staff reductions shall receive a severance pay in the amount of one (1) week's pay for each 6 months of service or major fraction thereof, to a maximum of 40 weeks. For Part time employees, the weeks' salary will be calculated by an average of the 12 months earnings. In addition, up to eight weeks of notice of such termination as required by the Employment Standard Act may be paid as severance.

4:08 The Employer shall post notice of any bargaining unit opening for a period of three working days. Present employees will be given first consideration.

ARTICLE 5 – PART-TIME EMPLOYEES & FREELANCERS

5:01 Part-time employees and freelancers employed by the Employer shall not be used to displace a regular full-time employee, nor shall their services be used to eliminate a full-time bargaining unit position.

ARTICLE 6 – WAGES & CLASSIFICATION

6:01 The weekly minimum salary shall be set forth in Schedule A attached hereto.

6:02 In the application of the foregoing schedule, the Employer shall establish an employee's rating at the date of hire. An employee who has graduated from a recognized school of journalism shall be given credit of at least one (1) year's rating.

The Employer agrees to consider time spent in a journalism school (but not graduate), post-secondary education and/or previous comparable experience on a newspaper on the hiring of the new employee.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7:01 a) Grievance means any difference between the parties bound by the Agreement concerning its interpretation, application or alleged violation thereof.

b) Employees will have union representation in any grievance or disciplinary meeting. Representatives of the union shall include shop steward at the first step and may include any officer of the union or shop steward at further steps.

c) 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. Meetings will be scheduled taking into consideration operating issues and will not hamper the efficiency of the paper.

d) The following grievance procedure shall be observed:

Step 1: An employee, accompanied by the shop steward, shall within nine (9) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the employee's immediate supervisor. The supervisor shall reply to the grievance within seven (7) days.

Step 2: If the employee is not satisfied with the outcome of the discussions described in Step 1 above he/she may proceed to the second step of the grievance procedure. In such cases, the employee, accompanied by a union representative, will within nine (9) days of the reply at Step 1, present the grievance in writing to the Publisher. The grievance shall be answered in writing within seven (7) days of receipt of the grievance.

Step 3: If the two parties are unable to agree at the second step, then the party raising the grievance may refer the matter, including any dispute as to whether the matter is abatable, to arbitration within twenty-one (21) days of the reply in Step 3.

- e) In general, it is intended that grievances which are not resolved by Step 3 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. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration. The recipient of the referral shall, within ten (10) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board. Policy grievances by the Union and Company shall be tabled at Step 2. Either party will have the right to request expedited arbitration.
- f) The parties shall endeavor within ten (10) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Ministry of Labour of Ontario may be asked to make the appointment.
- g) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the board, but if there is no majority decision, the decision of the Chair shall govern.

- h) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- i) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving discharge of an employee, the processing of a grievance may begin at Step 2.
- j) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the 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, then the grievance shall automatically proceed to the next higher stage.
- k) Time limits in this article may be extended by mutual agreement. In all cases, "days" means calendar days.

7:02 An employee may only be discharged for just and sufficient cause. An employee discharged under this section shall have immediate recourse to the grievance and arbitration procedure to challenge the fairness of any reason given for his/her dismissal.

ARTICLE 8 – OVERTIME

8:01 Except as referred to in 8:02, overtime shall be paid at time and one half (1-1/2) for all hours worked over seven and one half (7-1/2) hours in any one day or the equivalent time off on the basis of time and one half (1-1/2), given within a two-week period.

In the event overtime is pre-authorized or requested by the company, the employee will have the option of receiving overtime pay or time in lieu. In the event the overtime was not authorized, the employee is only eligible for time in lieu. The only overtime that can be worked without being authorized is the unforeseen extension of a shift or work week due to a situation that was beyond the control of the company or the employee.

In the event an employee works overtime that is not authorized, the managing editor must be made aware of the time owing the next scheduled work day.

8:02 During the week a reporter is assigned to weekend coverage, overtime shall only be paid on hours over thirty-seven and one-half (37 1/2) per week and two days other than the weekend shall be given off for that week.

ARTICLE 9 – HOURS OF WORK

- 9:01** Effective Jan. 1, 2006, employees required to work split shifts shall receive as compensation a premium of \$15.00.
- 9:02** A split shift shall be defined as one which has a break of two (2) hours or more between two regularly scheduled periods of work totaling seven hours or more, where the latter period commences at 4 p.m. or later and extends beyond 6 p.m.
- 9:03** An employee called in to work on a scheduled day off shall be paid for a minimum of two hours work and shall be paid at the rate of time and one half.
- 9:04** The company assures the Union that it will do its best to ensure eight hours between the end of one shift and the beginning of another.

ARTICLE 10 – BARGAINING UNIT WORK

- 10:01** The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of May 10, 2011.
- 10:02** On the basis of the rates of compensation established in this contract the Employer is the owner of all copyrights on all material produced by editorial employees in the course of their employment with the Beacon Herald of Stratford and has the full right to reproduce, publish, translate, broadcast, distribute, archive, sell or license this material in any manner, form or medium that the Employer chooses, including electronic form and Internet. It is agreed that any employee producing content or material waives any and all rights, including moral rights, with regard to that content or material.

ARTICLE 11 – SUBSTITUTIONS FOR EMPLOYEES ON VACATION

- 11:01** There shall be no change in the present system of employees being required to substitute for another employee who is on vacation, day off or day away because of illness or bereavement. However, where the substitution is one to a higher classification, the premium payment shall be made on a per diem percentage basis according to the present structure under Schedule A for the experience rating.

ARTICLE 12 – WORK WEEK

- 12:01** The work week shall be 12:01 a.m. Monday to midnight the following Sunday, and an employee shall work five days during this work week on the basis of seven and one-half (7 1/2) hours per day, third-seven and one-half (37 1/2) hours per week.

12:02 The hours of the days shall be between 6 a.m. and 6 p.m.

ARTICLE 13 – ACTIVITIES OUTSIDE THE WORKPLACE

Outside Activities

13:01 Employees shall be free to engage in any activities outside of working hours, provided such activities do not consist of service performed in direct competition with the Employer, and do not result in any conflict of interest with respect to the employee's duties with the newspaper. Exempt from this section is any agreement existing between The Beacon Herald and The Canadian Press.

Union Activities

13:02 There shall be no dismissal or other discrimination against an employee because of their membership or participation in the lawful activities of the Union.

13:03 With the permission of the immediate supervisor a union executive or shop steward may leave their work duties without loss of pay for a reasonable period of time to devote to the prompt handling of a grievance or complaint.

Bylines

13:04 An Employees' byline or credit line shall not be used over his or her protest.

Personnel File

13:05 It is agreed that written letters of warnings and reprimands shall be removed or deemed to be removed from an employee's personnel file eighteen (18) months from the date of issue. Records of suspension shall be removed or deemed to be removed twenty-four (24) months from date of issue.

Education

13:06 (a) The Employer may provide financial assistance for education courses that relate directly to their current position. Employees must first obtain the recommendation of the department head and approval from the Publisher. Upon successful completion of the approved course, the employee will be reimbursed for 50% of the tuition fees.

(b) Employees who attend job-related professional conferences, as requested by the company, on a normal working day shall be paid for that day. Sessions that take place outside of the normal working day or week will be considered voluntary and will not be paid. Employees will not be compelled to attend these sessions.

Advertising or Advertorial Content

13:07 An employee may refuse to create or edit Editorial content for advertising or advertorial purposes. Special Editorial sections are deemed not to be advertorial where the reporting follows similar guidelines to that of the regular newspaper.

ARTICLE 14 – REIMBURSEMENT OF EXPENSES

14:01 The Employer shall pay all reasonable receipted expenses incurred by an employee on an authorized assignment.

ARTICLE 15 - VACATION

15:01 (a) Employees who have held positions with their present employer during the twelve (12) months ending April 30 shall be entitled to two week's vacation with pay. Other employees shall be entitled to one day's vacation for each thirty (30) days worked. Anyone leaving his/her place of employment voluntarily or otherwise shall be entitled to and receive his/her vacation credit pay on a pro rata basis.

(b) Effective January 1, 1999, employees shall be eligible for paid vacation as follows:

3 weeks vacation after 3 years continuous employment

4 weeks vacation after 7 years continuous employment

5 weeks vacation after 16 years continuous employment

6 weeks vacation after 33 years continuous employment.

(c) Employees shall become eligible for their third, fourth, fifth or sixth week of vacation upon completion of the appropriate number of years of service as determined by the anniversary of their date of employment.

15:02 The third, fourth, fifth and sixth week of vacation shall be taken so as not to interfere with the regulation vacation period and with the approval of the managing editor.

15:03 All employees will be asked to fill out a vacation schedule at the beginning of each year. The Employer agrees that where a conflict occurs in the scheduling of vacation between employees, seniority shall govern; however, after vacations have been confirmed, no bumping will occur even where seniority is a factor.

ARTICLE 16 - HOLIDAYS

16:01 The following shall be recognized as paid holidays:

New Year's Day

Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

An employee shall be entitled to one (1) floating holiday with pay per year. This holiday shall be taken at a time mutually acceptable to the employee and the employer. An employee shall not be entitled to take pay in lieu of paid time for this additional holiday.

16:02 An employee scheduled to work on any of the above mentioned paid holidays, except Boxing Day, shall receive two (2) times his/her regular hourly rate for all hours worked on that day in addition to his/her pay for the holiday. Employees scheduled to work on Boxing Day shall receive 1.5 times his/her regular hourly rate for all hours worked on that day in addition to his/her pay for the holiday. This section does not apply to an employee who fails to work his/her scheduled day of work preceding or his/her scheduled day of work following a public holiday unless he/she has been excused from work by the foreman/woman because of illness.

ARTICLE 17 – BENEFITS

Benefits

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan. The terms and conditions of the company benefits plan, including coverage of benefits shall be no less than those described and disclosed to the Union during negotiations.

The parties agree to cost protection as described in the Memo from Chris Krygiel to Howard Law dated April 29, 2010 with attachments.

Short Term Disability

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

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

- 1) The employee has an excessive record of absenteeism;
- 2) The employee exhibits a pattern of absences; or
- 3) The company has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Company to provide a doctor's note.

ARTICLE 18 – NEW EMPLOYEES

18:01 The Employer shall supply to the Union whenever any additions occur, the starting date and experience rating of the employees in the bargaining unit.

ARTICLE 19 – BEREAVEMENT

19:01 In case of bereavement, five (5) days off with pay allowed if the deceased is an employee's spouse, common-law spouse, child, step-child, parent or step-parent; three (3) days off with pay allowed if the deceased is an employee's sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren; and one (1) day off without pay if the deceased is an employee's (or employee's spouse's) uncle, aunt, niece or nephew. (A common-law spouse is one that has cohabited with an employee for at least three months.)

ARTICLE 20 – CAR EXPENSES

20:01 The employer shall compensate employees who drive their own vehicles on company business at the rate described below:

Gas Price per litre	Mileage Rate	Jan. 1, 2013
\$0.99.0 and below	39 cents/ km	39 cents/km
\$0.99.1 to 1.49.0	41 cents/ km	42 cents/km
\$1.49.1 and up	43 cents/ km	44 cents/km

The mileage scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at four Stratford dealers for each of the following brands: Esso, Petro Canada, Shell and Sunoco. The price of each brand shall then be averaged and the average price will determine the mileage rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of The Stratford Beacon Herald or his/her designee and the elected representative of the Union.

ARTICLE 21 – SENIORITY

21:01 When it becomes necessary to decrease the force, or reduce the hours of work, such decrease or reduction shall be accomplished by discharging first the person or persons last employed, or first decreasing the hours of the person or persons last employed. Should there be an increase in the force or hours of work, the person displaced or who had their hours reduced through such cause, shall be reinstated or have their hours increased in reverse order for which they were discharged or had their hours decreased before any other help may be employed. Upon demand, the Employer shall give the reason for the discharge in writing.

ARTICLE 22 – LEAVES OF ABSENCE

Union Leave

22:01 There shall be no loss of seniority or continuous service where a leave of absence is necessary for an employee to attend a Union meeting or Union business on behalf of Local 87-M, Southern Ontario Newsmedia Guild. Such leave shall not be withheld without just and sufficient cause.

Full-Time Union Officers

22:02 Subject to operational requirements, the Employer will grant an employee who has given the Employer one (1) month notice in writing a leave of absence without pay or benefits of up to one (1) year to work in an official full time capacity for the Union, the CLC or the OFL. Such a leave may be renewed for an additional one (1) year upon one (1) month written notice to the Employer. No more than one (1) employee may be absent on this leave at any one time.

Effect on Seniority

23:03 For leaves of one month or less in duration, there shall be no interruption of seniority, benefits, short term sickness protection, pension plan contributions or time worked for the purpose of vacation.

For any other leave greater than one month's duration, an employee's seniority and service shall not accrue for any purpose and coverage under the group benefits plan shall be suspended for duration of the leave unless otherwise agreed by the parties.

For authorized union leave, greater than one month's duration, there shall be no interruption of seniority or service (excluding credit for vacation or progression on the wage grid). The employer will allow the employee to participate in the group benefits (excluding sick days and short term disability) and pension plans on the condition that the Union reimburse the Employer for the full amount.

For authorized pregnancy or parental leave, the provisions of the Employment Standards Act shall prevail.

ARTICLE 23 – LUNCH PERIOD

23:01 A lunch period of at least thirty (30) minutes and not more than one and one-quarter hours shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or a night's work.

ARTICLE 24 – FULL SHIFT

24:01 No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.

ARTICLE 25 – HEALTH & SAFETY

25:01 The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the newsroom and photography department, and all machines or apparatus operated in the newsroom and photography department or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated, shall be equipped in such a manner as to protect the health of the employees.

ARTICLE 26 - PENSION

All staff shall enroll in the Sun Media Pension Plan for unionized employees (LFP) effective the date of ratification.

ARTICLE 27 – DURATION OF AGREEMENT

27:01 This agreement shall be in effect from January 1, 2011 until December 31, 2012. Either party may request the negotiation of a new agreement by giving written notice to the other party not more than ninety (90) calendar days prior to the expiration of this agreement or any renewal thereof.

SCHEDULE A

Multi Media Journalist

Jan. 1, 2011

Year One: 0 % increase:

After 5 years	\$876.71
After 4 years	95 per cent
After 3 years	90 per cent
After 2 years	85 per cent
After 18 months	80 per cent
After 1 year	70 per cent
To start	65 per cent

PREMIUMS

Sports Editor	\$86.56
Assignment Editor	\$86.56
Edit. Page Editor	\$86.56
Chief photographer	\$73.12

Jan. 1, 2012

Year Two: 1 % increase:

After 5 years	\$885.48
After 4 years	95 per cent
After 3 years	90 per cent
After 2 years	85 per cent
After 18 months	80 per cent
After 1 year	70 per cent
To start	65 per cent

PREMIUMS

Sports Editor	\$87.43
Assignment Editor	\$87.43
Edit. Page Editor	\$87.43
Chief photographer	\$73.85

Dec. 31, 2012

Year Two: 0.5 % increase:

After 5 years	\$889.91
After 4 years	95 per cent
After 3 years	90 per cent
After 2 years	85 per cent
After 18 months	80 per cent
After 1 year	70 per cent
To start	65 per cent

PREMIUMS

Sports Editor	\$87.86
Assignment Editor	\$87.86
Edit. Page Editor	\$87.86
Chief photographer	\$74.22

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

FLEX MEDIA BENEFITS

When the company's obligation to pay windup special payments is terminated or the ongoing cost is less than the company's obligation under the old CWA Pension Plan, the company will credit each FT employee \$250 in H.S.A. for each year.

For the Employer:

For the Union:

COLLECTIVE AGREEMENT

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STRATFORD BEACON HERALD, A DIVISION OF SUN MEDIA

~ and ~

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

COMPOSING ROOM CONTRACT

COMPOSING ROOM

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THIS AGREEMENT, made and entered into this 1st day of January, 2011 by and between Stratford Beacon Herald, A division of Sun Media, through their authorized representatives (hereinafter sometimes referred to as the "Employers"), and Communications, Energy and Paperworkers Union of Canada Local 87-M, Southern Ontario Newsmedia Guild, by its officers or a committee duly authorized to act in its behalf (herein sometimes referred to as the "Union"), shall be effective beginning January 1, 2011 and ending December 31, 2012. All employees covered by this agreement are mutually recognized as being employed on hourly rates. Any reference made to rates of pay in any other form than hourly rates is for the mutual convenience of the parties to this agreement.

SECTION 1 - UNION EMPLOYEES

The Employer agrees to employ only members of the Union to perform work within the jurisdiction of the Union.

SECTION 2- HUMAN RIGHTS

The Company, the employees, and the Union agree to comply with the Ontario Human Rights Code in all respects. The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Union and the Employer recognize the right of all employees to work in an environment free from sexual or any other type of harassment.

SECTION 3 - JURISDICTION

Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing work as follows: All computer functions involving the design, layout, typesetting or correction of active display advertising and/or commercial electronic documents. All scanning of line art, halftones and colour photographs for use in display advertising/commercial work. All computer functions related to display advertising received from as customer-supplied Web site with the exception of downloading the advertisement from its Web site. All paginating of display advertising into editorial and classified pages and all imposition of electronic commercial documents up to the point where a fully completed negative or commercial job is ready for the plate-making process. All film assembly ("stripping") up to the point where the fully completed job is ready for the plate-making process. All proofing processes including laser, print, dylux and colour proofing. All camera/print-frame processes involving line art and halftones. all paste make-up of all type/material constituting a part of the copy. And any work serving as a substitute for any of the foregoing. The Employer shall make no other contract covering the work as described above.

SECTION 4 - NEW EQUIPMENT & TRAINING/NEW EMPLOYEES

- 4:01** The Employer shall give the union reasonable notice prior to the introduction of new equipment or processes. A training program shall be instituted to give those members required for the new equipment or processes full opportunity to become competent on such new equipment or processes. Necessary training will be made available to employees covered by this agreement.
- 4:02** The Employer shall notify the Union in writing of the name, address, starting wage, start date and classification or position or any proposed new employee within 10 working days of the person being hired for the position. The Employer will notify the local union head office of any changes to an employee's address, phone number, job classification and employment status within fifteen (15) business days.

SECTION 5- CONSTITUTION & BYLAWS

The Employer agrees to respect and observe the conditions prescribed by the constitution, bylaws and scale of prices of the Union not in conflict with this agreement and the General Laws of the Union. And it is further agreed that the aforesaid constitution and bylaws may be amended by the Union without the consent of the Employers. Provided, however, that changes which conflict with the terms of this agreement or affect wages, hours or working conditions shall not become operative during the life of this instrument except by mutual consent of both parties signatory thereto.

SECTION 6 - DAILY NEWSPAPER SCALE

Hours

- 6:01** Seven and three-quarter hours shall constitute a day's work; five days shall constitute a week's work for newspaper and commercial employees.
- 6:02** Seven hours shall constitute a night's work; five nights shall constitute a week's work for newspaper and commercial employees.
- 6:03** Day work shall be between 7 a.m. and 6 p.m. Night work shall be between 6 p.m. and 7 a.m. Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift.

SECTION 7 - PAY

From January 1, 2011 to December 31, 2012 all journeypersons shall receive not less than:

Year One: 0 % increase to all wage scales

Total Hourly \$23.44
Total Weekly \$908.30

On January 1, 2012 all journeypersons shall receive not less than:

Year Two: 1 % increase to all wage scales
Total Hourly \$23.67
Total Weekly \$917.21

On December 31, 2012 all journeypersons shall receive not less than:

0.5 % increase to all wage scales
Total Hourly \$23.79
Total Weekly \$921.86

(a) A premium of 10% above day rate for night shift shall be paid.

SECTION 8 - NEW EMPLOYEE SCALE

8:01 The minimum scale for new employees shall be not less than that provided for by law. Otherwise such scale shall be in proportion to the journeyperson's scale for day or night work as follows:

First 6 months of first year.....	50%
Second 6 months of first year.....	60%
Second six months of second year.....	70%
First six months of third year.....	75%
Second six months of third year.....	85%
First six months of fourth year.....	90%
Second six months of fourth year.....	95%

8:02 Effective the date of ratification, all new part-time employees shall progress through the wage grid based on all hours worked or credited. One year will equal 1820 hours or credited and six months will equal 910 hours worked or credited.

8:03 The period to reach full scale shall not exceed four years; subject to evaluation in Article 8.07 of this agreement.

8:04 No new employee shall be hired unless he/she is at least 16 years of age.

8:05 If the new employee proves competent and completes the probationary period successfully, he/she must be admitted into the union as a member 90 days after date of hire.

(b) At the end of their ninety (90) day probation period, employees will become members of Local 87-M, Southern Ontario Newsmedia Guild and will pay membership dues as a condition of employment. The Employer agrees to deduct bi-weekly from the wages of the employees covered by this agreement such

union dues as the Union advises the Employer are due from such employees, and to remit such monies to the Union by the 15th day of the month following the month such monies were deducted from the employees. Newly hired employees shall pay union dues effective with their first pay. Initiation fees shall be deducted in the week following the end of their probationary period.

- 8:06** A new employee shall be given the same protection as full-scale journeypersons and shall be governed by the same shop rules, working conditions and hours of labour.
- 8:07** New employees shall undergo periodic evaluations of their work. Their work must show if they are entitled to the increased wage scale provided in the contract. The Employer or his representative will perform the periodic evaluations; new employees may have union representation during evaluations. Upon successfully reaching full-scale, the new employee shall have the recognized trade status of journeyperson.

SECTION 9 - OVERTIME/CALLBACKS/MILEAGE

- 9:01** All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall not be less than time and one-half price based on the hourly wage paid.
- 9:02** There shall be a call back premium of \$12.00 paid plus the overtime rate for the time worked.
 - (a)** No employee covered by this agreement shall be required or permitted to hold a situation for more than five shifts in one financial week. When any employee is required to work on a regular off day or off night, or the sixth or seventh shift in any financial week, he/she shall be paid the overtime rate for such work.
 - (b)** The employer shall compensate employees who drive their own vehicles on company business at the rate described below:

Gas Price per litre	Mileage Rate	Jan. 1, 2013
\$0.99.0 and below	39 cents/ km	39 cents/km
\$0.99.1 to 1.49.0	41 cents/ km	42 cents/km
\$1.49.1 and up	43 cents/ km	44 cents/km

The mileage scale slides up or down according to the price of gas. The rate will be established by checking the price of regular unleaded gasoline at four Stratford dealers for each of the following brands: Esso, Petro Canada, Shell and Sunoco. The price of each brand shall then be averaged and the average price will determine the mileage rate for the next three (3) months. The price check will be made on the first day of March, June, September and December by the Publisher of The Stratford Beacon

Herald, A Division of Sun Media or his/her designee and the elected representative of the Union.

SECTION 10 - LUNCH PERIODS & REST BREAKS

- (a) A lunch period of at least 30 minutes and not more than one and one-quarter hours shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.
- (b) Employees who work a full day will receive two paid 10-minute breaks during the shift, plus an unpaid lunch of 30 minutes.

SECTION 11 - STATUTORY HOLIDAYS

All worked required by the employers to be performed by day shifts on holidays, except Boxing Day, shall be paid for at double price in addition to the day's pay for the holiday. Boxing Day shall be paid at 1.5 times the price, in addition to the day's pay for the holiday. Sunday rates shall be at double price. Recognized holidays are:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

or days celebrated as such. This section shall be construed as applying to only one regular night shift on daily newspaper beginning on or extending into the morning or holiday. All situation holders and apprentices scheduled to work on above-named holidays shall receive straight-time pay when not required to report. This section does not apply to an employee who fails to work his/her scheduled day of work preceding his/her scheduled day of work following a public holiday, unless he/she has been excused work by the foreman/woman because of illness.

An employee shall be entitled to one (1) floating holiday with pay per year. This holiday shall be taken at a time mutually acceptable to the employee and the employer. An employee shall not be entitled to take pay in lieu of paid time for this additional holiday.

SECTION 12- FULL SHIFT EMPLOYMENT

No employee shall be employed for less than a full shift except when discharged for cause or agreed to by employer and member.

SECTION 13 - INTERCHANGING OR BUYING OF MATTER

The interchanging, exchanging, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice-versa, not owned by the same individual, firm or corporation, and published in the same establishment, shall not be allowed unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairperson of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairperson of the office. Provided, that where an interchange of matter from an English publication to a foreign language publication, or vice-versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between Employer and the local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall be six days from the date of use. If matter is not reproduced within the time limited specified, it shall be reproduced as soon as help is available. This section shall not apply to original commercial composition purchased from union commercial trade composition plants or other union composing rooms when such composition is an integral part of production of a particular commercial job. Matrices, plates, cuts or type of local advertisements, or local matter, furnished to newspaper offices, may be used by such offices, nearly like the original as possible within the time limit specified herein. It is understood this rule does not apply to national advertising or printed supplements or magazines, or syndicate and other feature news matter in matrices, cuts or plates. A local advertisement is: Any advertisement set within the jurisdiction of the aforesaid Union; any advertisement, wherever set, advertising the business of any concern that is in the local field. The addition of names and addresses of local selling agent to national advertisements does not make them local advertisements.

SECTION 14- DISMISSALS

- (a)** The foreman/woman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted union laws. A discharged member shall have the right to challenge the fairness of any reason given for his/her discharge.
- (b)** Violation of the Company's rules and regulations will be cause of disciplinary action starting with verbal warnings to discharge depending on the seriousness

of the violation. The Union shall have the right to grieve the reasonability, application or penalty on any rule.

- (c) It is agreed that written letters of warnings and reprimands shall be removed or deemed to be removed from an employee's personnel file eighteen (18) months from the date of issue. Records of suspension shall be removed or deemed to be removed twenty-four (24) months from date of issue.
- (d) With the permission of the immediate supervisor, a union executive or shop steward may leave their work duties without loss of pay for a reasonable period of time to devote to the prompt handling of a grievance or complaint.
- (e) There shall be no dismissal or other discrimination against an employee because of their membership or participation in the lawful activities of the Union.

SECTION 15- DECREASING WORKFORCE

When it becomes necessary to decrease the workforce, or reduce the hours of work, such decrease or reduction shall be accomplished by discharging first the person or persons last employed or first decreasing the hours of the person or persons last employed. Should there be an increase in the in the force or hours of work, the person displaced, or who had their hours reduced, through such cause shall be reinstated, or have their hours increased, in reverse order for which they were discharged, or had their hours decreased before any other help may be employed. Upon demand, the Employer shall give the reason for discharge in writing.

SECTION 16 - DISCHARGE APPEALS

Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal the decision of the chapel to the Union. From the decision of the Union, an appeal may be made by either party, the decision of which shall be final and binding.

SECTION 17 - SANITARY REGULATIONS

The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room, and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated, shall be equipped in such a manner as to protect the health of the employees.

SECTION 18 - VACATIONS

Employees who have held situations with their present Employer during the 12 months ending April 30 shall be entitled to one day's vacation for each 30 days worked. Anyone

leaving his/her place of employment voluntarily or otherwise shall be entitled to and receive his/her vacation credit pay on a pro rata basis.

Effective January 1, 1999, employees shall be eligible for paid vacation as follows:

3 weeks vacation after 3 years continuous employment
4 weeks vacation after 7 years continuous employment
5 weeks vacation after 16 years continuous employment
6 weeks vacation after 33 years continuous employment

Employees shall become eligible for their third, fourth, fifth and sixth week of vacation upon completion of the appropriate number of years of service as determined on the anniversary of their date of employment. The third, fourth, fifth and sixth week shall be taken so as not to interfere with the regular vacation period and with the approval of the foreman/woman.

SECTION 19 - PICK-UP DAYS

When an employee's regular day off is scheduled on any statutory holiday, he/she shall receive an additional day off during the ensuing three months, or a day's pay at regular rates in lieu thereof. Also, if a statutory holiday falls in an employee's vacation period, he/she shall receive an extra day off. The date of the additional day off is to be a day mutually agreed to by the member and the Employer.

SECTION 20 - LEAVES OF ABSENCE

Full-Time Union Officers

20:01 Subject to operational requirements, the Employer will grant an employee who has given the Employer one (1) month notice in writing a leave of absence without pay or benefits of up to one (1) year to work in an official full time capacity for the Union, the CLC or the OFL. Such a leave may be renewed for an additional one (1) year upon one (1) month written notice to the Employer. No more than one (1) employee may be absent on this leave at any one time.

Effect on Seniority

20:02 For leaves of one month or less in duration, there shall be no interruption of seniority, benefits, short term sickness protection, pension plan contributions or time worked for the purpose of vacation.

For any other leave greater than one month's duration, an employee's seniority and service shall not accrue for any purpose and coverage under the group benefits plan shall be suspended for duration of the leave unless otherwise agreed by the parties.

For authorized union leave, greater than one month's duration, there shall be no interruption of seniority or service (excluding credit for vacation or progression on the wage grid). The Employer will allow the employee to participate in the group benefits (excluding sick days and short term disability) and pension plans on the condition that the Union reimburse the Employer for the full amount.

For authorized pregnancy or parental leave, the provisions of the Employment Standards Act shall prevail.

SECTION 21 – SENIORITY CLAIMS

Employees may claim new shifts, new starting times, new slide days, and have choices of vacation schedule in accordance with their priority standing.

SECTION 22 – SEVERANCE PAY

- (a) All employees terminated as a result of staff reductions shall receive a severance pay in the amount of one (1) week's pay per six (6) months of continuous service or major fraction thereof, with a maximum of 40 weeks. For Part time employees, the weeks' salary will be calculated by an average of the 12 months earnings. In addition, up to eight weeks of notice of such termination as required by the Employment Standard Act may be paid as severance.
- (b) The Employer shall post notice of any bargaining unit opening for a period of three working days. Present employees will be given first consideration.

SECTION 23 – BENEFITS

Benefits

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan. The terms and conditions of the company benefits plan, including coverage of benefits shall be no less than those described and disclosed to the Union during negotiations.

The parties agree to cost protection as described in the Memo from Chris Krygiel to Howard Law dated April 29, 2010 with attachments.

Part Time Employees

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

Short Term Disability

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

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

- 1) The employee has an excessive record of absenteeism;
- 2) The employee exhibits a pattern of absences; or
- 3) The company has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Company to provide a doctor's note.

SECTION 24 - BEREAVEMENT

In case of bereavement, five (5) days off with pay allowed if the deceased is an employee's spouse, common-law spouse, child, step-child, parent or step-parent; three (3) days off with pay allowed if the deceased is an employee's sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren; and one (1) day off without pay if the deceased is an employee's (or employee's spouse's) uncle, aunt, niece or nephew. (A common-law spouse is one that has cohabited with an employee for at least three months.)

SECTION 25 - COMPETENCY

It is agreed that there shall be a standard of competency of the employees in the composing room. An operator producing a minimum average of 50 words per minute of corrected matter on a VDT keyboard shall be deemed competent to hold a regular situation. Due allowance shall be made for the loss of time from any cause not the fault of the operator. The foreman/woman shall be the judge of competency.

SECTION 26 - GRIEVANCE PROCEDURE

- a) Grievance means any difference between the parties bound by the Agreement concerning its interpretation, application or alleged violation thereof.
- b) Employees will have union representation in any grievance or disciplinary meeting. Representatives of the union shall include shop steward at the first step and may include any officer of the union or shop steward at further steps.

- c) 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. Meetings will be scheduled taking into consideration operating issues and will not hamper the efficiency of the paper.
- d) The following grievance procedure shall be observed:
- Step 1:** An employee, accompanied by the shop steward, shall within nine (9) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the employee's immediate supervisor. The supervisor shall reply to the grievance within seven (7) days.
- Step 2:** If the employee is not satisfied with the outcome of the discussions described in Step 1 above he/she may proceed to the second step of the grievance procedure. In such cases, the employee, accompanied by a union representative, will within nine (9) days of the reply at Step 1, present the grievance in writing to the Publisher. The grievance shall be answered in writing within seven (7) days of receipt of the grievance.
- Step 3:** If the two parties are unable to agree at the second step, then the party raising the grievance may refer the matter, including any dispute as to whether the matter is arbitrable, to arbitration within twenty-one (21) days of the reply in Step 3.
- e) In general, it is intended that grievances which are not resolved by Step 3 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. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration. The recipient of the referral shall, within ten (10) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board. Policy grievances by the Union and Company shall be tabled at Step 2. Either party will have the right to request expedited arbitration.
- f) The parties shall endeavor within ten (10) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Ministry of Labour of Ontario may be asked to make the appointment.
- g) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the board, but if there is no majority decision, the decision of the Chair shall govern.

- h) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- i) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving discharge of an employee, the processing of a grievance may begin at Step 2.
- j) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the 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, then the grievance shall automatically proceed to the next higher stage.
- k) Time limits in this article may be extended by mutual agreement. In all cases, "days" means calendar days.

SECTION 27 - PENSION

All staff shall enroll in the Sun Media Pension Plan for unionized employees (LFP) effective the date of ratification.

ARTICLE 28 – DURATION OF AGREEMENT

28:01 This agreement shall be in effect from January 1, 2011 until December 31, 2012. Either party may request the negotiation of a new agreement by giving written notice to the other party not more than ninety (90) calendar days prior to the expiration of this agreement or any renewal thereof.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING/JOB GUARANTEE

The employer agrees that no full-time journeyman, member of the Composing Room Staff employed with The Beacon Herald, a division of Bowes Publishers and Sun Media, shall suffer loss of a job with the Company during his/her lifetime except for any employee who is discharged under Section 28 or reaches normal retirement age (age 65). Any of the named employees who are discharged under Section 28 for incompetency shall be eligible for enhanced severance or enhanced severance of three weeks pay for every year of service to a maximum of 60 weeks.

This agreement shall commence on Jan. 1, 2003 and shall end when the last employee leaves the employ of the company.

It is agreed that this guarantee shall include and shall be limited to the following current full-time employees:

Barbara Boyne
Albert W. Comley
Paul Harris
Georgette Leyser
Lida Machan
Lew Pfaff

It is agreed by the Union and the Employer that:

1. The aforementioned employee will apply himself/herself to the necessary training provided by the employer in order to maintain or become proficient with new technology. In the event the employee does not apply himself/herself to the training, he/she may mutually agree with the Employer that he/she shall resign and receive three week's pay for each year of continuous service to a maximum of 60 weeks.
2. The Union agrees to the introduction and the operation of the computer system by composing room, newsroom and classified advertising personnel and commercial jobs.
3. It is agreed that newsroom employees will edit all stories and features available from The Canadian Press wire service fed directly into the computer by electronic impulses.
4. Members of the composing room bargaining unit shall do the inputting and make-up by whatever process of all display advertising.
5. It is agreed that the classified advertising department personnel may process classified display advertising and paginate the classified pages.
6. Newsroom employees (including non-bargaining unit newsroom employees) will be free to electronically paginate all The Beacon Herald news pages excluding classified pages.

7. In the event that the company becomes sold, any subsequent Employer must honour the contents of this agreement.

**LETTER OF UNDERSTANDING
PART-TIME EMPLOYEES**

The Union agrees that for the length of this agreement, the Employer may hire employees who regularly work fewer than thirty-eight and three-quarter hours per week. The Employer agrees that the hours these employees may work will not exceed 80 percent of the full-time hours available.

No shift shall be less than three hours per day.

Hours beyond 38 and three-quarter hours for all employees shall be distributed by seniority and paid as per Section 20.

If an employee works more than 26 consecutive weeks with an average 28 hours per week, they will be eligible for benefits for the next 26 weeks.

**LETTER OF UNDERSTANDING
FLEX MEDIA BENEFITS**

When the company's obligation to pay windup special payments is terminated or the ongoing cost is less than the company's obligation under the old CWA Pension Plan, the company will credit each FT employee \$250 in H.S.A. for each year.

For the Employer:

For the Union:

COLLECTIVE AGREEMENT

BETWEEN

**STRATFORD BEACON HERALD, A DIVISION
OF SUN MEDIA**

~ and ~

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

MAILROOM CONTRACT

MAILROOM

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THIS AGREEMENT, made and entered into on this 1st day of January, 2011 between the Stratford Beacon Herald, a division of Sun Media, through their authorized representatives (hereinafter sometimes referred to as the “employer”) and the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild, by its officers or a committee duly authorized to act in its behalf (herein sometimes referred to as the “union”), shall be effective beginning January 1, 2011 and ending December 31, 2012.

ARTICLE 1 - RECOGNITION

- 1:01** This agreement covers all employees of The Beacon Herald employed in the mailroom in the City of Stratford, save and except Mailroom Manager, persons above the rank of Mailroom Manager, casual employees, and persons for whom any trade union held bargaining rights as of August 28, 1996.
- 1:02** A casual employee is an employee of the Fine Printing Division who, from time to time, runs work on the Web Press.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2:01** Subject only to the provisions of this Agreement, nothing shall be deemed to limit the management of the Employer in the exercise of its functions to manage and operate the business in totality. All other management rights not specifically modified by this Agreement shall continue to be vested in the Employer. Management agrees to exercise its rights in a reasonable and fair manner.

ARTICLE 3 – DUES DEDUCTIONS

- 3:01** At the end of their probation period, employees will become members of Local 87-M, Southern Ontario Newsmedia Guild and will pay membership dues as a condition of employment. The Employer agrees to deduct bi-weekly from the wages of the employees covered by this agreement such union dues as the Union advises the Employer are due from such employees, and to remit such monies to the Union by the 15th day of the month following the month such monies were deducted from the employees. Newly hired employees shall pay union dues effective with their first pay. Initiation fees shall be deducted in the week following the end of their probationary period.
- 3:02** The Employer shall notify the Union local in writing of the name, address, phone number, starting wage, starting date and classification of any proposed new employee within ten (10) working days of the person being hired for the position. The Employer will notify the local union head office of any changes to an employee’s address, phone number, job classification and employment status within fifteen (15) business days.

ARTICLE 3A - UNION MEMBERSHIP

3A:01 All employees who are members of the Union and in good standing shall remain members for the duration of this agreement. All new employees entering the bargaining unit shall, after the completion of their probationary period, as a condition of employment become members of the Union and maintain their memberships in good standing for the duration of the agreement. As per 3:01, union dues are deducted from probationary employees from their first pay.

ARTICLE 4 – PROBATION PERIOD

4:01 A newly hired employee will be considered to be on probation for a period of sixty (60) days worked calculated from the most recent date of hire. During this probationary period the employee may be disciplined or discharged for a lesser standard than just cause. After the probationary period the employee's seniority shall date back to the most recent date of hire.

ARTICLE 5 - HUMAN RIGHTS

The Company, the employees, and the Union agree to comply with the Ontario Human Rights Code in all respects. The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Union and the Employer recognize the right of all employees to work in an environment free from sexual or any other type of harassment.

ARTICLE 6 – TECHNOLOGICAL CHANGES

6:01 Technological change means the introduction by the Employer of new equipment, or work methods substantially different in nature and type than previously utilized by the Employer that affects the working conditions of employees. For the purpose of this Article new equipment means 'major new capital equipment employing production processes not currently used by the Employer'.

6:02 The Employer shall give the Union as much notice as is practicable and possible of any technological change.

6:03 When planning technological change, the Employer will do what is practicable and reasonable to train in order to prepare employees who have the necessary skill, ability and qualifications to benefit from such training, for any new jobs. The training period shall be limited to a reasonable period as determined by the Employer.

6:04 The Employer shall give the Union reasonable notice of any projected changes of a significant nature to working conditions that affect the employees. Furthermore, the Employer will discuss implementation of the changes with the Union.

ARTICLE 7 – HOURS OF WORK

7:01 For the purpose of calculating overtime the normal work week shall be 37.5 hours. However, nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.

ARTICLE 8 - OVERTIMES

8:02 Work authorized and required beyond 10 hours in any daily shift shall be paid at the rate of 1.5 times the employee's hourly rate of pay.

ARTICLE 9 – BARGAINING UNIT WORK

9:01 The Employer shall not assign bargaining unit work to any employee outside the Bargaining Unit except to the extent that has been previously assigned as of May 10, 2011.

ARTICLE 10 – CALL-IN PAY

10:01 An employee called back to work after completing his/her scheduled work day shall be paid their applicable rate of pay, plus a premium of \$12.

ARTICLE 11 - BREAKS

11:01 The current practice of taking paid breaks shall continue. However, the Employer will make every reasonable effort to ensure that the Employees receive a 30-minute unpaid lunch period, but ensure that the Employees receive not less than a 15-minute unpaid lunch period.

ARTICLE 12 – HEALTH & SAFETY

12:01 The employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the mailroom, and all machines or apparatus operated in the mailroom or in the rooms adjacent thereto from which dust, gases, or other impurities are produced or generated, shall be equipped in such a manner as to protect the health of the employees. The Employer agrees that all machines will be properly maintained to industry standards and meet all safety standards, including required lockouts.

ARTICLE 13 - SCHEDULES

13:01 Mailroom schedules will be done one week in advance when possible. Due to the type of business, schedules may vary day to day. Vacations will be scheduled according to seniority. The Employer will schedule hours on the basis of seniority up to 24 hours per week for inserters. The hours for schedulers shall be 37.5 hours per week. If an employee works more than 26 weeks with an average of 28 hours per week, they will be eligible for benefits for the next 26 weeks. Part-time employees based on seniority will be given the first right of refusal for unexpected insert work.

ARTICLE 14 - GRIEVANCE and ARBITRATION PROCEDURE

14:01 a) Grievance means any difference between the parties bound by the Agreement concerning its interpretation, application or alleged violation thereof.

b) Employees will have union representation in any grievance or disciplinary meeting. Representatives of the union shall include shop steward at the first step and may include any officer of the union or shop steward at further steps.

c) 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. Meetings will be scheduled taking into consideration operating issues and will not hamper the efficiency of the paper.

d) The following grievance procedure shall be observed:

Step 1: An employee, accompanied by the shop steward, shall within nine (9) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the employee's immediate supervisor. The supervisor shall reply to the grievance within seven (7) days.

Step 2: If the employee is not satisfied with the outcome of the discussions described in Step 1 above he/she may proceed to the second step of the grievance procedure. In such cases, the employee, accompanied by a union representative, will within nine (9) days of the reply at Step 1, present the grievance in writing to the Publisher. The grievance shall be answered in writing within seven (7) days of receipt of the grievance.

Step 3: If the two parties are unable to agree at the second step, then the party raising the grievance may refer the matter, including any dispute as

to whether the matter is abatable, to arbitration within twenty-one (21) days of the reply in Step 3.

- e) In general, it is intended that grievances which are not resolved by Step 3 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. The referral to arbitration shall include a list of names for a single arbitrator or the name of a nominee to the arbitration board of the party requesting arbitration. The recipient of the referral shall, within ten (10) days, notify the other party in writing of its acceptance of one of the proposed arbitrators, or submit its own list of single arbitrators, or in the case of establishing an arbitration board, submit its nominee to the arbitration board. Policy grievances by the Union and Company shall be tabled at Step 2. Either party will have the right to request expedited arbitration.
- f) The parties shall endeavor within ten (10) days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavor to agree on a chairperson for the arbitration board, and where a single arbitrator or a chairperson cannot be agreed to or where either side fails to appoint a nominee to an arbitration board, the Ministry of Labour of Ontario may be asked to make the appointment.
- g) The Board of Arbitration or single arbitrator shall convene a hearing as soon as possible to hear and determine the matter. The arbitrator or board shall issue a decision and the decision shall be final and binding upon the parties and upon any employee and employer affected by it. In the case of an Arbitration Board, the decision of the majority is the decision of the board, but if there is no majority decision, the decision of the Chair shall govern.
- h) Each party shall pay the fees and expenses of its appointee to an Arbitration Board and the Employer and the Union shall each pay one-half of the fees and expenses of the Chair or the single arbitrator.
- i) By mutual agreement between the Employer and the Union, and in the case of an Employer or a Union grievance, or in the case of a grievance involving discharge of an employee, the processing of a grievance may begin at Step 2.
- j) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the 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, then the grievance shall automatically proceed to the next higher stage.

- k) Time limits in this article may be extended by mutual agreement. In all cases, "days" means calendar days.

14:02 Nothing in this grievance procedure precludes either party from filing a policy grievance.

ARTICLE 15 - DISCIPLINE/ DISCHARGE

15:01 An employee who has completed his/her probationary period may only be discharged for just cause. Any employee discharged under this section shall have immediate recourse to the grievance and arbitration procedure to challenge the fairness of any reason given for his/her discharge.

15:02 There shall be no dismissal or other discrimination against an employee because of their membership or participation in the lawful activities of the Union.

15:03 With the permission of the immediate supervisor, a union executive or shop steward may leave their work duties without loss of pay for a reasonable period of time to devote to the prompt handling of a grievance or complaint.

15:04 Violation of the Company's rules and regulations will be cause of disciplinary action starting with verbal warnings to discharge depending on the seriousness of the violation.

15:05 It is agreed that written letters of warnings and reprimands shall be removed or deemed to be removed from an employee's personnel file eighteen (18) months from the date of issue. Records of suspension shall be removed or deemed to be removed twenty-four (24) months from date of issue.

ARTICLE 16 - HOLIDAYS

16:01 The following shall be recognized as paid holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Upon ratification, an employee shall be entitled to one (1) floating holiday with pay per year. This holiday shall be taken at a time mutually acceptable to the

employee and the employer. An employee shall not be entitled to take pay in lieu of paid time for this additional holiday.

16:02 An employee scheduled to work on any of the above mentioned paid holidays, except Boxing Day, shall receive two (2) times his/her regular hourly rate for all hours worked on that day in addition to his/her pay for the holiday. Employees scheduled to work on Boxing Day shall receive 1.5 times his/her regular hourly rate for all hours worked on that day in addition to his/her pay for the holiday. However, an employee who fails to work her/his scheduled day of work preceding or her/his scheduled day of work following the paid holiday shall not receive the holiday pay unless the employee has been excused from work by the Employer because of illness.

16:03 Holiday pay shall be calculated in accordance with the Employment Standards Act of the Province of Ontario.

ARTICLE 17 - VACATION

17:01 An employee shall receive an annual vacation in accordance with the length of continuous employment with the Employer.

17:02 For the purposes of calculating vacation pay, the vacation year shall be from May 1 of each year to April 30 of the following year.

17:03 An employee with less than one (1) year of service, as of May 1, shall receive vacation pay in accordance with the Employment Standards Act.

17:04 An employee with one (1) or more years of service as of May 1, in any year, shall be entitled to paid vacation as follows:

more than one year.....2 weeks of vacation
more than three years 3 weeks of vacation
more than 7 years.....4 weeks of vacation
more than 16 years.....5 weeks of vacation
more than 33 years.....6 weeks of vacation

17:05 An employee shall receive vacation pay in the amount of two per cent (2%) of the employee's gross earnings for each week of vacation entitlement.

17:06 Gross Earnings shall mean taxable earnings for the previous vacation year, excluding taxable benefits.

17:07 An employee who leaves the employment of the Employer for any reason prior to April 30 shall receive any vacation pay due the employee as allowed under this Agreement.

17:08 Should a statutory holiday fall during an employees' vacation period, the employee will be granted an additional day of vacation with pay on the day

preceding or the day following the employees vacation period. Should an employee whose vacation period includes a statutory holiday choose not to have the additional day off with pay, the employee will be paid for the statutory holiday.

ARTICLE 18 – BENEFITS & PENSION

Benefits

The new FlexMedia benefit plan for all full-time employees of Sun Media will be applicable to all full-time employees covered by this collective agreement and these employees will participate in such plan. The terms and conditions of the company benefits plan, including coverage of benefits shall be no less than those described and disclosed to the union during negotiations.

The parties agree to cost protection as described in the Memo from Chris Krygiel to Howard Law dated April 29, 2010 with attachments.

Part Time Employees

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

Short Term Disability

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

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

- 1) The employee has an excessive record of absenteeism;
- 2) The employee exhibits a pattern of absences; or
- 3) The company has reasonable grounds to suspect that the illness was not legitimate; in which case the employee may be required by the Company to provide a doctor's note.

Pension

The Employer agrees to continue the present pension plan in accordance with the current practice as found in the Member Outline.

Safety Shoes

If safety shoes are required, the employer will provide up to a \$75 allowance to each employee who works on an average of 24 hours per week and has been employed more than six (6) months. New employees will be reimbursed after six months if they have worked the above mentioned hours and can provide a receipt. The Company will purchase and make available safety shoes to those employees who do not have safety boots. The Company will provide all employees with one work apron during the term of this agreement. Employees will be required to turn over the apron upon leaving the company.

ARTICLE 19 - SENIORITY

19:01 An employee shall lose all seniority and status as an employee if the employee:

- i)** voluntarily quits;
- ii)** is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- iii)** is on layoff for lack of work for more than eight (8) consecutive months;
- iv)** is absent from work for two (2) consecutive working days without a reasonable explanation;
- v)** fails to return to work after the expiration of an authorized leave of absence without giving a reason satisfactory to the Employer;
- vi)** uses an authorized leave of absence for a purpose other than that for which it was granted.

ARTICLE 20 - LEAVES OF ABSENCE

Full-Time Union Officers

20:01 Subject to operational requirements, the Employer will grant an employee who has given the Employer one (1) month notice in writing a leave of absence without pay or benefits of up to one (1) year to work in an official full time capacity for the Union, the CLC or the OFL. Such a leave may be renewed for an additional one (1) year upon one (1) month written notice to the Employer. No more than one (1) employee may be absent on this leave at any one time.

Effect on Seniority

20:02 For leaves of one month or less in duration, there shall be no interruption of seniority, benefits, short term sickness protection, pension plan contributions or time worked for the purpose of vacation. For any other leave greater than one month's duration, an employee's seniority and service shall not accrue for any purpose and coverage under the group benefits plan shall be suspended for duration of the leave unless otherwise agreed by the parties. For authorized union leave, greater than one month's duration, there shall be no interruption of seniority or service (excluding credit for vacation or progression on the wage grid). The employer will allow the employee to participate in the group benefits (excluding sick days and short term disability) and pension plans on the condition that the Union reimburse the Employer for the full amount.

ARTICLE 21 - SEVERANCE

21:01 All employees terminated as a result of staff reductions shall receive a severance pay in the amount of one (1) week's pay for each 6 months of service or major fraction thereof, to a maximum of 40 weeks. For Part time employees, the weeks' salary will be calculated by an average of the 12 months earnings. In addition, up to eight weeks of notice of such termination as required by the Employment Standard Act may be paid as severance.

ARTICLE 22 – LAYOFF/RECALL

22:01 i) Whenever the Employer decides to reduce staff within a classification, such reduction shall occur in reverse order of seniority provided those employees remaining in the classification meet the normal requirements of the job. An employee so laid off shall be placed in an equal or lower rated classification subject to: the employee being able to meet the normal requirements of the work available; and, there being employees with less seniority.

ii) If an employee is bumped to a lower rated classification, the employee shall receive the rate of pay of the lower rated classification.

22:02 A list of individuals with recall rights shall be maintained by the Employer. When hiring for work covered by this Agreement, the Employer shall give preference in rehiring to such persons in the inverse order to that in which they were laid off, provided she/he can meet the normal requirements of the work to be done.

22:03 Notice of recall shall be first made by telephone to the last known number of the employee. The Union will also be called. If the employee cannot be reached by phone, notice of recall shall be sent to the individual by registered mail to the last known address, a copy of which shall be forwarded to the Union. Recalled employees shall have two weeks from the date of posting to report for duty.

22:04 The Employer shall post notice of any bargaining unit opening for a period of three working days. Present employees will be given first consideration.

ARTICLE 23 - BEREAVEMENT

23:01 In case of bereavement, five (5) days off with pay allowed if the deceased is an employee's spouse, common-law spouse, child, step-child, parent or step-parent; three (3) days off with pay allowed if the deceased is an employee's sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren; and one (1) day off without pay if the deceased is an employee's (or employee's spouse's) uncle, aunt, niece or nephew. (A common-law spouse is one that has cohabited with an employee for at least three months.) An employee shall only be paid under this Article for days she/he would be scheduled to report for work during the bereavement period.

ARTICLE 24 – WAGES & CLASSIFICATIONS

24:01 Should an employee be required to work in a classification higher than her/his own for more than one (1) consecutive hour, he/she shall be paid the rate of the higher classification if that rate exceeds her/his own rate.

SCHEDULE A

The rates of pay and classifications are as follows:

Effective January 1, 2011
0% increase to all wage scales

Grade	Classification	Rate of Pay
1	Mailroom Scheduler Bundler	\$14.25
2	Inserting Machine/ Press Clearer/ Inserter	\$11.62

Effective January 1, 2012
After Year 1

Grade	Classification	Start	After 1 Year
1	Mailroom Scheduler Bundler	\$14.25	\$14.50
2	Inserting Machine/ Press Clearer/ Inserter	\$11.62	\$12.62

Effective December 31, 2012
0.5% increase to all wage scales

<u>Grade Classification</u>		<u>Rate of Pay</u>	
		Start	After 1 Year
1	Mailroom Scheduler Bundler	\$14.32	\$14.57
2	Inserting Machine/ Press Clearer/ Inserter	\$11.68	\$12.68

Premiums for mailroom assistants (maximum 3 weekly) \$3.25 per day.

Increase is retroactive to Jan 1, 2011 and will be paid in full on ratification of the contract.

A new employee shall be paid 10% less than her/his normal rate of pay of the duration of her/his probationary period.

ARTICLE 25 – EMPLOYEES OUTSIDE THE BARGAINING UNIT

25:01 Persons not part of the bargaining unit will not perform the work of those persons sent home early, other than an emergency situation.

ARTICLE 26 – DURATION OF AGREEMENT

26:01 This agreement shall be in effect from January 1, 2011 until December 31, 2012. Either party may request the negotiation of a new agreement by giving written notice to the other party not more than ninety (90) calendar days prior to the expiration of this agreement or any renewal thereof.

For the Employer:

For the Union:

**LETTER OF UNDERSTANDING
FLEX MEDIA BENEFITS**

When the company's obligation to pay windup special payments is terminated or the ongoing cost is less than the company's obligation under the old CWA Pension Plan, the company will credit each FT employee \$250 in H.S.A. for each year.

For the Employer:

For the Union:
