

COLLECTIVE AGREEMENT

BETWEEN

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

ADVERTISING DEPARTMENT

AND



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

Effective December 10, 2009 until December 9, 2012

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Local 87-M History

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

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

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

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

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

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

of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..." Those goals continue to motivate this union.

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

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

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

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

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

after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.

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

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

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

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

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

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

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

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

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

In the late 1980's, two of the largest non-union newsrooms in the province -- the London Free Press and Kitchener-Waterloo Record --joined SONG. This was followed by organizing at a number of small Thomson-owned papers.

Following long and bitter -- but successful -- first-contract strikes at Thomson papers in Guelph and Cambridge, SONG was able to organize employees at Thomson outlets in Belleville, Chatham, Niagara Falls and Midland. Contracts at all these papers made major improvements in wages.

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

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

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

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

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

Despite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their

Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario *Newsmedia* Guild.

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun. Beginning in January, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer, TelAv and ELC. We now represent about 4,000 workers in all aspects of the media in Ontario and 35 different workplaces. The local and its members confront daily issues of media concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

The local has had, and continues to have, success in supporting its members on these issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time from their careers to work full-time as local president or on local staff. In addition, the local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-to-day basis.

Look elsewhere on our website, www.song.on.ca, for examples of SONG contracts which set out wages, vacations, hours of work, overtime and many other workplace issues. The site also provides the names of the dedicated local officers and staff who have served this union since its formation.

PREAMBLE

This agreement is made on the 11th day of June 2007 between The Stratford Beacon Herald, a division of Sun Media Corporation hereinafter known as the Employer, and Communications, Energy and Paperworkers Union of Canada, Local 87-M Southern Ontario Newsmedia Guild, hereinafter known as the Guild.

ARTICLE 1 - RECOGNITION AND COVERAGE

- (a) The bargaining unit shall comprise of all employees of the Employer in its Advertising department in the City of Stratford, save and except Sales Manager, and students employed in a co-operative training program.

ARTICLE 2 - MANAGEMENT RIGHTS AND RECOGNITION

- (a) The right to hire, assign duties, retire, promote, classify, reclassify, lay off, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility. Management agrees to exercises its rights in a reasonable and fair manner.

The union acknowledges that all decisions concerning product or products, the schedule of production, the methods, processes and means of production are the sole and exclusive responsibility of the employer.

- (b) The Employer agrees that during the term of this agreement there will be no lockout as defined by the Labour Relations Act, and the union agree that during the term of this agreement there will be no strike as defined by the Labour Relations Act.

ARTICLE 3 - UNION REPRESENTATION

- (a) The Employer recognises the Union as the exclusive bargaining agent for all employees covered by this agreement.
- (b) Every employee covered by this agreement who is now, or hereafter becomes a member of the Union, shall maintain such membership.
- (c) Each new employee shall become a member of the Union. Union agrees that it will accept and retain in membership any employee subject to its constitution and bylaws.
- (d) The Employer shall advise new employees that a collective agreement is in effect.
- (e) The Employer shall provide the Union with a bulletin board space. The Union will provide a copy of bulletin board postings to the Publisher after posting the notice on the board.
- (f) 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.
- (g) The Employer agrees to allow for the placement of an on-site ballot box for annual elections that may take place, provided that there is no disruption to the business operation. Any related meetings must be held off-site after business hours, and must not interfere with any operational requirements
- (h) 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 shall be allowed one half hour during such employee's first month of work to discuss the Union and Collective Agreement and to sign the employee into Union membership.

The half hour scheduled needs to be pre-approved by management and cannot interfere with operational issues.

- (i) Upon notification in writing by the Union, the Employer will recognize, in addition to the Unit Chair and Vice Chair, one (1) steward to deal with grievances in the manner provided for under this agreement. The additional steward shall not be recognized in the event that the total of Chair, Vice Chair, and steward would exceed two members of the bargaining unit.

The Union agrees that a steward and the union officers have their regular work to perform on behalf of the Employer.

Therefore, a union officer or steward may leave his/her work duties without loss of basic pay to attend to grievances (up to but not including arbitration), subject to the following conditions:

- (a) The time shall be devoted to the prompt handling or processing of grievances.
- (b) Permission (which shall not be unreasonably withheld) must first be obtained from their immediate supervisor before leaving their work duties, as well as providing the expected length of absence. He/she must report to their supervisor upon their return to their duties.
- (c) The Employer reserves the right to limit such time, if it deems the time so taken to be excessive.

ARTICLE 4 - INFORMATION AND DUES DEDUCTION

- (a) The Beacon Herald shall deduct from the earnings of each employee any dues or assessments as specified by the Union. Deductions shall be made from each pay and remitted to the Union. Deductions shall be made from each pay and remitted to the union by the fifteenth (15) day of the following month. When remitting dues the Beacon Herald shall include the names of the employees from whose pay deductions have been made and the amount of the deduction.

- (b) The Beacon Herald shall within thirty (30) days of the ratification of the Agreement, supply the Union with a list of the following information for all employees covered by this agreement and any subsequent additions, deletions and changes that occur within 30 days:
 - 1) Name and address
 - 2) Date of hire
 - 3) Classification
 - 4) Salary
 - 5) Experience rating and its anniversary date.
- c) In consideration for the employer making union deductions in accordance with this article the Union shall indemnify and save harmless the employer including agents and persons acting on behalf from any liability claims or actions in anyway connected to the deduction of Union dues.

Humanity Fund

- (d) The Employer shall deduct biweekly \$0.01 per hour for all regular hours worked from the wages of employees covered by this collective agreement. The employer shall remit these funds annually as provided in subparagraph (e) below.
- (e) The monies so deducted shall be remitted annually to the charitable foundation known as the CEP Humanity Fund no later than the fifteenth (15th) day of August. The employer shall also include with the remittance the number of employees for whom contributions have been made.
- (f) The first deduction for the Fund will be made the fifth week following ratification of the Agreement.
- (g) It is understood that participation in the program of deductions 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.
- (h) All such employee contributions shall be recorded on the employee's T4 form.

General Assessments

- (i) The employer agrees to deduct general assessments as required by the CEP, Local 87-M, Southern Ontario Newsmedia Guild and to remit the total 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 4(a), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

ARTICLE 5 - HOURS OF WORK

- (a) The regular shifts for all full-time employees shall consist of seven (7) hours (exclusive of any unpaid meal period) per day and thirty-five (35) hours per week. No employee shall be required without consent to work more than seven days in a row.
- (b) The company recognises that sales representatives from time to time will require a flex schedule to address specific customer concerns. The sales representatives will be required to inform the sales manager if they require flexibility in their schedule. The sales manager will be required to approve such a request.
- (c) All full-time employees shall be entitled to two (2) fifteen-minute paid breaks per shift.

ARTICLE 6 - SCHEDULES

- (a) The employer will post work schedules for all employees. These schedules will stay in force until the company deems a change needs to take place due to operational concerns. The company will provide one week's notice of any change. Changes may take place without one week's notice if those changes are as a result of factors outside the company's control.
- (b) Employees required and authorised to work on scheduled days off, and if they have been paid for the regular hours required for the week, shall be paid at the appropriate overtime rate.

- (c) The Employer recognises the value to employees of having two consecutive days off and will continue its efforts to schedule consecutive days off while taking into consideration the requirements of operations.

ARTICLE 7 - OVERTIME

- (a) Overtime shall be defined as work authorized beyond seven (7) hours in a day or thirty-five (35) in a week. All over time must be pre-authorized by the department manager or his or her designate. The overtime rate shall be one and a half times the regular straight time hourly rate. The overtime provisions will only apply to advertising clerks.
- (b) Employees may elect to take time in lieu of cash at the overtime rate at a time mutually agreeable between the employee and the employer. A request to take time owing shall not be unreasonably denied. Employees shall be allowed to accumulate overtime in a time bank to a maximum of one week at any one time. Vacation requests shall take precedence over requests for banked time off.
- (c) Employees shall be allowed to carry over a maximum of three days from one calendar year to the next. The time will need to be taken within the first quarter of the new year.
- (d) An employee called back to work after having left the office shall be compensated the appropriate overtime rate for time worked if that time means the employee has exceeded seven (7) hours for the day.
- (e) Available employees performing the same duties will be offered scheduled overtime on a voluntary basis in order of seniority. Where no employee volunteers to perform the work, the work shall be assigned to the employee with the least seniority.

ARTICLE 8 - HIRING AND PROMOTIONS

- (a) The Employer shall post a notice for five (5) calendar days in the advertising department for all bargaining unit job vacancies or new positions covered under this agreement.

- (b) The date of posting and the date the posting closes shall appear on the notice along with job classification and basic qualifications required.
- (h) Where two or more applicants for bargaining unit positions have relatively equal skill and ability to do the job, the employee with the most seniority will be awarded the job. If in the opinion of the company, neither applicant has the skill and ability to do the job, the company maintains its right under Article 2 (a) to hire from the outside.
- (d) New employees shall be on probation for sixty (60) working days. The probationary period may be extended by mutual agreement. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not, provided such dismissal is not otherwise arbitrary, discriminatory or in bad faith.
- (e) Age, sex, sexual preference, race, creed, colour, national origin, marital or family status, political beliefs, or handicap are not barriers to employment or promotion with the Employer, and the Employer agrees that this policy shall continue.

ARTICLE 9 - VACATIONS

- (a) An anniversary year system shall be used for allocating vacations. Employees who have completed the specified period of service by their anniversary date of each year shall receive annual paid vacation on the following basis:

After one (1) year's service	two (2) weeks
After three (3) years	three (3) weeks
After seven (7) years	four (4) weeks
After sixteen (16) years	five (5) weeks
After twenty five (25) years	six (6) weeks,

Employees may take vacation in the year they earn it with the understanding that if an employee leaves the company for any reason and has not earned all part of the time taken, the company may deduct such amounts from any outstanding monies owed to the employee. Employees in their first calendar year of employment will receive

vacation with pay for that year at the rate of 1 day for each month's service to a maximum of ten (10) days.

- (b) The Company may in special circumstances provide employees with a vacation pay advance prior to their vacation. Such requests must be made at least one full pay period prior to the vacation being taken.
- (c) In arranging the vacation schedule, the Employer shall determine the number of employees needed at all times in order that there be no interference in the operation of the department. The employer may allow more than one employee to be on vacation at any time.
- (d) When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to an extra day off at a time to be mutually agreed between the employee and the Employer.
- (e) Entitlement to the full vacation payment is conditional on employment continuing to the end of the year.
- (f) Employees who terminate for any reason shall be entitled to a paid vacation or pay in lieu on a pro-rated basis for the vacation year in which the termination occurs. In the case of death, such vacation credit shall be paid to the employee's estate.
- (g) An employee who, during the applicable vacation year, has an unpaid leave of absence in excess of one (1) month or, in the case of pregnancy and parental leave six (6) months, shall have the vacation period and pay adjusted on a pro-rata basis.
- (h) Vacations each vacation group shall be arranged by the Employer according to seniority. However, no employee shall be allowed to schedule more than two weeks vacation in prime vacation time until all other employees in the vacation group have had a chance to schedule their vacations. Prime vacation time shall be defined as the months of June, July, August and September, as well as the week before and the week after Christmas (including Christmas week), and the week before and the week after March break (including March break).

Employees shall provide the Employer with preferred vacation dates by February 15 for that year. Employees who fail to select vacation dates

by February 15 may lose the privilege of the selection to which their seniority entitles them. Vacation schedules shall be arranged and posted by March 15.

For vacations requests made outside of the vacation request period described above, the Employer shall respond to the request no later than ten (10) working days after the request is made.

ARTICLE 10 - PAID HOLIDAYS

- (a) All employees shall be entitled to the following holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

An employee shall be entitled to one (1) floating holiday with pay per year. (Effective Dec. 9, 2008 this shall be amended to include one more floating holiday for a total of two (2) floating paid holidays per year). While these holidays shall be taken at a time mutually acceptable to the employee and the employer it is understood the additional floater cannot be scheduled earlier than January 1, 2009.

The Employer shall allow another religious holiday to be substituted for a mutually agreed listed paid holiday.

- (b) Employees required to work on a paid holiday will be paid time and one half for all hours worked, in addition to their regular weekly salary.
- (c) An employee whose scheduled day off falls on a paid holiday shall receive an additional day off at a mutually agreed time.
- (d) In a week during which one or more paid holidays occur, the work week shall be reduced by an equivalent number of shifts. An employee who is assigned to work on a shift beyond these straight time shifts will be paid for such work at the overtime rate with a minimum of three (3) hours at the overtime rate.

ARTICLE 11 - BENEFITS AND SICK LEAVE

- (a) 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

- (b) 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

- (c) 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.

Those employees who are compensated by a variable compensation plan will have any STD payment based on the Benefit Base which is the prior calendar year's total earnings.

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.

- (d) Employees may use time from their time bank or flex time for medical appointments. Such use of time owing will not be unreasonable denied.

ARTICLE 12 - PENSION

- (a) The Employer shall, during the life of this agreement, maintain the Beacon Herald Pension Plan in effect at the date of certification.

ARTICLE 13 - HEALTH AND SAFETY

- (a) The employer shall maintain a safe and healthy work environment for all employees and maintain the workplace in conformity with federal, provincial and local health and safety laws and regulations.
- (b) The Employer shall ensure that a representative from the bargaining unit shall be given equal opportunity to sit on the company- wide health and safety committee.
- (c) The employer will provide CPR and First Aid training as per provincial regulations.
- (d) The employer and the union recognize the value of modified work to allow an injured employee to continue and/or return to work. The company will make every reasonable effort with the co-operation of the union, to accommodate such an employee by modifying his/her hours of work, existing job or assigning the employee to another job to match his or her capabilities.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

- (a) Grievance means any difference between the parties bound by the Agreement concerning its interpretation, application or alleged violation thereof.
- (b) Employees shall have the right to union representation in any grievance or disciplinary meeting. Representative 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 taken into consideration operating issues and will not hamper the efficiency of the paper.
- (d) The following grievance procedure shall be observed:
 - Step 1 (i) An employee, accompanied by the shop steward, if desired, 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 days.
 - Step 2 (ii) 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 (iii) 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 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 Two. Either party will have the right to request expedited arbitration.
- (f) The parties shall endeavour within ten days to agree upon a single arbitrator, or in the case of an arbitration board, the nominees shall endeavour 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 Minister 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 the second stage.
- (j) It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive

stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, 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.

ARTICLE 15 - LEAVES OF ABSENCE

(a) GENERAL LEAVE

Leaves of absence without pay may be granted by the Beacon Herald for good and sufficient cause. An employee requesting a leave absence without pay shall state the reason timing and duration of the proposed absence. Such absence shall not be unreasonably withheld, but will always depend upon operational concerns.

(b) BEREAVEMENT LEAVE

Employees are permitted up to five days off with pay in the event of the death of spouse, common-law spouse, child or parent; or, up to three (3) three days off with pay will be allowed if the deceased is an employee's sister, brother, father/mother-in-law, brother/sister-in-law, grandparent or grandchild if the employee so requires. A common-law spouse is one that has cohabited with the employee for at least two consecutive years.

The employer will not be unreasonable in considering appropriate paid bereavement leave in cases of step-relationships.

The Employer will grant sufficient time off for employee's who serve as pallbearers at a funeral.

(c) PREGNANCY AND PARENTAL LEAVE

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

(d) **UNION LEAVE**

On reasonable notice and subject to requirements of the operation, employees elected or appointed to the Union negotiating committee shall be granted a leave of absence without pay for attending negotiating sessions and meetings to prepare for bargaining.

Leaves of absence without pay shall be granted to not more than one employee, upon three weeks written request that an employee has been elected as delegates to conventions or conferences of the C.E.P. OFL, CLC or local labour council. Operational concerns will be taken into consideration to approval being made.

- (e) An employee granted a leave of absence shall, except for advancement on the wage grid, accumulate seniority for up to six months while on such leave of absence. The employee shall retain all seniority accumulated prior to the start of such leave. Notwithstanding the above, an employee on pregnancy or parental leave shall accumulate seniority and advance on the salary grid for the full duration of the leave.

ARTICLE 16 - JOB SECURITY

- (a) Termination notice shall be one week for each year of service up to a maximum of eight (8) and shall be in writing to the Employee with a copy to the union, and shall give the reason for termination.

If the Employer terminates an employee without notice, the Employer will provide pay in lieu of notice based upon one week of pay, (including weekly commission averaged over the previous twelve (12) months) for each year of service, to a maximum of eight (8).

When it is determined by the Employer that a reduction in the workforce is necessary, not less than three weeks notice shall be given to the union and the employees affected.

- (b) At the request of either party the Employer and the Union shall meet during the notice period to discuss possible alternative s to the layoff.
- (c) Whenever the Employer decides that it is necessary to reduce staff then employees will be laid off within each classification on the basis of the

reverse order of their total length of service since last hired provided those remaining are qualified to perform the work required. An employee in a classification being reduced in number may elect to go into any classification within six working days provided the employer deems the employee is qualified and suitable for the work required and that the employee's total service with the employer exceeds that of another employee in the lower classification, who will be come the employees to be laid off. The employee will receive the appropriate salary scale in the classification.

- (d) Employees will be recalled to work in the reverse order from that in which they have been laid off, provided they are qualified for the work required and provided, however, that such recall takes place within one year from the date of layoff. Upon being so recalled an employee shall within seven days notify the employer in writing of the employee's intention to return to work and within and additional seven days report to work. The Employer agrees to advise the employee of such recall in writing with a copy of the notice to the union.
- (e) The Employer will accept voluntary layoffs from other employees in the classification(s) involved in lieu of those identified to be laid off provided those remaining are qualified and able to perform the work required. The Employer will have the sole ability to either accept or reject the request for voluntary resignations. It is understood that those who voluntarily resign will thereby wave their recall rights. The number of layoffs will be reduced by the number of voluntary resignations from the classification.
- (f) Any employee who refuses a position in the classification from which laid off automatically terminates any claim to further employment by the employer except that a full-time employee may refuse work of a temporary nature. (Two months or less). Without affecting their recall rights.
- (g) During a layoff, seniority will be frozen. If the employee is recalled to regular employment, seniority will be restored to the frozen level.

An employee on the recall list shall have the option of buying his/her medical benefits for the period he or she is on the list.

- (h) Notice of recall may be done by telephone; if the employee is not available by telephone, notice will be sent by registered mail. The union

will be notified of the recall by registered mail.

- (i) Except in the case of a change in classification, there shall be no pay cuts for any employee during the term of this collective agreement.
- (j) For employees who have completed their probationary period, there shall be no discipline, suspension or dismissal except for just cause.

ARTICLE 17 - SEVERANCE PAY

- (a) Severance pay at the rate of one week's wages for each completed six (6) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum of thirty-two (32) weeks. For part-timer employees, the week's salary shall be calculated by an average of the previous 12 months' earnings.
- (b) An employee who is on the rehiring list and is recalled prior to the end of the period for which he/she received severance pay shall refund the unexpired portion of the severance pay upon his/her return.

ARTICLE 18 - SENIORITY

- (a) Seniority shall be determined by an employee's length of continuous service with the Employer.
- (b) An employee's continuity of service shall be broken, seniority lost, and employment terminated when he or she:
 - i) voluntarily terminates his or her employment;
 - ii) is laid off by the Employer for a period exceeding twelve (12) consecutive months;
 - iii) fails to report for work within fourteen calendar (14) days after being notified by the Employer of recall following layoff;
 - iv) is terminated for just and sufficient cause and that termination is not overturned at arbitration or through other legal proceedings;

- v) fails to report for work after the end of an authorized leave of absence without providing a reason satisfactory to the Employer;
 - vi) Is absent from work for three consecutive days unless a reasonable explanation has been provided to the employer.
- (c) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union annually not later than March 31st of each year.
- (d) In the event of a layoff under Article 16, the seniority for part-time employees shall be converted to full-time equivalent seniority. A part-time employee shall have his or her seniority converted by adding together all the straight time hours worked by the part-time employee and dividing by seven (7) to determine the number of normal working shifts which will determine the regular full-time value of such part-time service, assuming five (5) normal working shifts per week. 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 would be awarded the equivalent of one (1) year of regular full-time service and his or her seniority date would be amended to reflect this accumulated service.

The employer and the union shall agree to establish seniority credits during the course of negotiations where the employer does not have sufficient records of employment and hours worked.

ARTICLE 19 - TEMPORARY EMPLOYEES

- (a) A temporary employee is not covered under the provisions of the Collective Agreement nor are they part of the bargaining unit. A temporary employee is one who is hired to:
- i) cover a leave of absence due to maternity for the duration of the leave or a leave of absence due to extended illness for a duration not to exceed twelve (12) months;

- ii) cover vacation absences for a maximum continuous period of five (5) months;
- iii) work on a special project for a period not to exceed four six (6) months. The union shall be notified in writing of the nature and duration of such temporary hiring.
- iv) Temporary employees shall not be used to reduce, displace, or eliminate full time or regular part time employees;
- v) There will be no temporary employees on staff while any employee is on layoff.

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

ARTICLE 20 - EXPENSES

- (a) The Employer shall pay all approved or pre-approved expenses incurred by an employee in the service of the Employer, if supported by vouchers or receipts when normally obtainable.
- (b) The Employer shall compensate Employees who drive their own vehicles on company, effective with the date of ratification (July 26, 2010), this rate will be increased to 39 cents per km and further increased to 40 cents per km on January 1, 2012.

ARTICLE 21 - OUTSIDE ACTIVITY

- (a) An employee shall be free to engage in any activities outside of working hours provided such activities are not in competition with the Employer, do not result in any conflict of interest and do not exploit employee's connection with the Employer.

ARTICLE 22 - PERSONAL RECORDS

- (a) On reasonable notice, employees shall have the right to review their personnel file that is kept by the Employer.

- (b) Employees will receive a copy of all documentation placed in their personnel file.
- (c) Copies of disciplinary documentation will be provided to the employee in question. The company will remove references to disciplinary action from an employee's record after twenty-four (24) months have elapsed, provided there has been no further similar occurrence requiring disciplinary action taken during that time.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

- (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 those sessions.

ARTICLE 24 - MISCELLANEOUS

- (a) The Employer shall continue its policy of offering employee discounts.
- (b) The parties agree that no employee shall be discriminated against or harassed on the basis of lawful union activity, union membership or non-membership, age, sex, sexual orientation, race, ancestry, creed, colour, place of origin, ethnic origin, citizenship, marital or family status, political beliefs, handicap or record of offences.

The Employer shall continue its efforts to maintain a workplace free from any form of harassment.

ARTICLE 25 - WAGE CONDITIONS

- (a) In the event that a new job classification is created, 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 - DURATION AND RENEWAL

- (a) This agreement shall take effect on December 10, 2009 and remain in effect until December 9, 2012. Either party may initiate negotiations for a new agreement within ninety (90) days of the termination of this agreement. During negotiations, all terms and conditions of this agreement shall remain in effect until the conciliation procedures required by law have been completed.

In witness hereof the parties hereby affix their signatures this **1st** day of **November**, 2010.

**For CEP Local 87-M, Southern Ontario
Newsmedia Guild**

**For The Stratford Beacon
Herald**

WAGES

Sales Associates

	% Inc.	Start	Year 1	Year 2	Year 3	Year 4	Year 5
10-Dec-09	0.0%	480.24	514.55	548.48	582.42	616.35	650.33
10-Dec-10	1.0%	485.04	519.70	553.96	588.24	622.51	656.83
10-Dec-11	1.5%	492.32	527.49	562.27	597.07	631.85	666.69

Senior Classified Sales Rep

	% Inc.	Start	Year 1	Year 2	Year 3	Year 4	Year 5
10-Dec-09	0.0%	640.31	686.07	731.30	776.56	821.80	867.10
10-Dec-10	1.0%	646.71	692.93	738.61	784.33	830.02	875.77
10-Dec-11	1.5%	656.41	703.32	749.69	796.09	842.47	888.91

Advertising Clerks

	% Inc.	Start	Year 1	Year 2	Year 3	Year 4	Year 5
10-Dec-09	0.0%	535.14	566.96	596.07	631.12	666.62	701.26
10-Dec-10	1.0%	540.49	572.63	602.03	637.43	673.29	708.27
10-Dec-11	1.5%	548.60	581.22	611.06	646.99	683.39	718.90

PART-TIME EMPLOYEES

This addendum is attached to and forms a part of the Agreement between the Stratford Beacon Herald and CEP Local 87-M Southern Ontario Newsmedia Guild, and covers the part-time employees as defined below.

- (a) A part-time employee shall be defined as:
 - i) an employee who is regularly scheduled to work 80% or less of the normal work week for full-time employees,
 - ii) an employee whose hours of work may fluctuate from day to day or week to week and on average would be 80 % or less of the normal work week for full-time employees.

- (b) Part-time employees shall not be used to eliminate full-time employees.
- (c) Part-time employees shall be covered by all provisions of this Agreement except where specifically provided otherwise in the Agreement or in this addendum. Part Time employees will not be eligible for benefits under this agreement.
- (d) The probationary period shall be thirty-nine (39) shifts worked.
- (e) A part-time employee may work as a full-time employee temporarily to cover a vacation or absence under this Agreement without affecting his or her part-time status.
- (f) Starting salaries for part-time employees shall be determined in accordance with the wage provisions of the Agreement. Summer students on placements of one month or more shall be paid no less than eighty (80) per cent of the start rate for the appropriate classification.
- (g) A part-time employee shall advance on the salary grid according to actual hours worked.
- (h) Part-time employees will be compensated for overtime based on the Employment Standards Act.
- (i) If a part-time employee becomes a full-time employee he or she will have a seniority date established with service credit given for the number of shifts worked prior to becoming a full-time employee.
- (j) The vacation year for part-time employees is July 1 to June 30. Vacation entitlement for part time employees shall be pro rated based on the vacation entitlement of full time employees as outlined in Article 9 of the Agreement. Pay earned in the 12-month period ending June 30 will be paid to all part-time employees during the first two weeks of July each year.
- (k) Statutory holiday pay for part-time employees shall be as defined in the Employment Standards Act.
- (l) The following sections of the Agreement are excluded for part-timers: Sections 5, 7, 9, 10, 11, 12, 18, and 19.
- (m) Part-time employees shall be entitled to paid breaks on a pro rata basis.

LETTER OF UNDERSTANDING

RE: COMMISSION SALES REPRESENTATIVES

The following provisions shall apply to all commission based sales representatives.

- (a) There shall be no cap on any commission payouts.
- (b) Credit status reports and revenue reports will be supplied to sales reps on a monthly basis. The Employer will continue its practice of informing sales reps immediately when a credit hold is placed on an account.
- (c) Divisions or changes to a sales rep's territory or accounts shall not be made by the Company arbitrarily and any proposed changes would be discussed at joint meeting of the sales rep and management. Where a sales rep's territory is altered by the Company, the rep shall have the option of changing commission plans immediately. The employer will, when changing territories, make reasonable efforts to maintain a rep's potential for sales and commission.
- (d) A sales rep will be notified about a contra agreement with any client in their territory. The Company will make every effort to ensure that the contra agreement will not negatively affect the sales rep.
- (e) Company will make every reasonable effort to inform the sales representative of any discussion with a client that may affect the relationship.

Classified Bonus Plan

Effective date of ratification the Employer will institute a Bonus Plan for classified sales staff as follows:

- 1) 0.35% on all orders entered (up to meeting individual budgets)**
- 2) 3% for everything over individual budgets**

- 3) 3% bonus if team collectively meets budget
- 4) 5% of all out going sponsorship page sales, if target is met
- 5) No bonus is paid on obituaries

Bonus will be paid monthly. This is based on an annual target of \$750,650 divided according to hours worked. T

Note re Vacations: (Outside of Agreement)

Employees should not expect to have requests for scheduling consecutive vacation days off approved during the month of December. Single day requests cannot always be accommodated. It is understood staffing requirements in December are relatively inflexible.

Appendix A

Commission

Newspaper Display Sales Reps

Full Time sales reps will be paid 75% of the base salary correlating to experience rating. Salary grid to be adjusted accordingly to reflect 75%.

Commission:

Paid commission based on prior year's sales plus reasonable growth. Reasonable growth is determined by the company, taking into account territories, contra arrangements, unavoidable account losses, account transfers, line rate increases, and the past history of growth in the territory and region.

- 2.75% on sales up to 50% of prior year's sales plus reasonable growth
- 4% on sales between 50 and up to 100% of prior year's sales plus reasonable growth
- 6% on sales between 100% and up to 110% of prior year's sales plus reasonable growth
- 9% on sales over 110% of prior year's sales plus reasonable growth

Sales as outlined in the above commission structure do not include flyers, production or contra sales. For clarity sales reps are compensated for these items in base pay.

Local flyer and print sales are paid at 5% commission, assuming the display representative does the administration and follow-up.

Credits due to production errors will not impact commissions. There shall be no loss of commission for write-offs if the sales employee is not at fault. However, advertising rep errors and lack of reasonable and timely collection efforts will result in deductions from revenue totals as determined by the company.

Vacation pay (or other paid leave except disability) will be based on Benefit Base. Benefit base means last year's salary plus commission earnings. Commissions on sales in a vacationing employee's territory belong to the vacationing employee.

A bonus of \$200 will be paid quarterly if that quarter's revenue targets are met or exceeded.

An additional bonus of \$1000 will be paid annually if the annual revenue target is met or exceeded.

A further additional bonus will be paid annually if an employee's revenue meets or exceeds:

\$300,000 - \$250 bonus

\$375,000 - \$500 bonus

\$400,000 - \$1000 bonus

\$500,000 - \$3000 bonus

\$600,000 - \$5000 bonus

These bonuses are cumulative (i.e. an employee whose revenue exceeds \$600,000 will be paid a bonus of \$9,750).

In the event that there is a restructuring of accounts lists, such restructuring will be done on a fair and reasonable basis. The union shall be notified when such restructuring is substantial. During the first thirty (30) days following the restructuring the affected sales representative shall be credited with revenue no less than would have been received under the previous account list.

Earnings for the purpose of pension and group benefits shall be on "Benefits Base" referenced above.

A sales representative may elect to be paid a weekly commission draw based on up to 25% of his or her prior year's total earnings. There will be a quarterly review of draws and arrangements shall be made to reduce draws to ensure no deficits.

Upon the request of either party, no earlier than March 31, 2011, the parties shall meet to review and discuss the classified bonus plan and/or the display commission plan.

Rural Territory

When the Sales Representative responsible for the rural territory achieves an annual sales target of \$275,000, the company will pay that employee an additional 20 dollars per week for the remainder of that calendar year, if any,

and the following calendar year.

Anti-Harassment Policy

PURPOSE

The Stratford Beacon Herald and the Union recognize the dignity and worth of every person and will provide for equal rights and opportunities without discrimination and aim to create a climate of understanding and mutual respect for the dignity and worth of every person so that he/she feels part of the common workplace.

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment and discrimination in our workplace, either as a participant or an observer.

This policy and procedure outlines the Stratford Beacon Herald and the union's commitment to ensure a harassment and discrimination-free workplace and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment and discrimination.

POLICY

Employees who feel their human rights are being violated are encouraged to seek protection under this policy.

DEFINITIONS

Harassment and discrimination are defined as a "course of vexatious comment or conduct that is known or ought to be known to be unwelcome," that denies individual dignity and respect on the grounds of gender, race, colour or other grounds prohibited by the Ontario Human Rights Code. At the Stratford Beacon Herald, all employees are expected to treat others with courtesy and consideration and to discourage harassment and discrimination.

Sexual harassment is, in addition to the foregoing, coercive and demeaning. Harassment of a sexual nature does not include interaction between mutually consenting employees so long as those actions do not offend or demean

others in the workplace.

The workplace is defined as all premises of the corporation, any other place where work duties occur, and any events organized as corporate or employee functions.

Workplace harassment includes but is not limited to the following examples:

- ! Unwelcome remarks, jokes, innuendoes, gestures, sarcasm or taunting about a person's body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship, ancestry or socio-economic background;
- ! Practical jokes, pushing, shoving, etc., which cause humiliation or insult;
- ! Sexual, demeaning or derogatory remarks or jokes about women or men in general;
- ! Leering (suggestive staring) or other offensive gestures;
- ! Excessive loudness or profanity or violent speech that carries an implied threat of violent action and may make others uneasy;
- ! Posting or circulation of offensive photos or visual materials;
- ! The display of images on walls or computer screens that could reasonably be considered sexually explicit;
- ! Refusal to work or converse with an employee because of their racial background, gender or sexual orientation;
- ! Unwanted physical conduct such as touching, patting, pinching, etc. or the invasion of personal space;
- ! Unwelcome sexual invitations, remarks or requests;
- ! Threats or punishment because of refused sexual advances or invitations;
- ! Vandalism of personal property, or of facilities made available to the victim;
- ! Overt condescension or paternalism which undermines self-respect;
- ! Mimicry of another person's characteristics;
- ! Backlash or retaliation for lodging of a complaint or participation in an investigation;
- ! Abuse of authority, which undermines performance or threatens career or job security.

What Workplace Harassment is Not

Harassment is in no way to be construed as properly discharged supervisory

responsibilities, including disciplinary actions, nor any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or inhibit normal social relations. It is also understood that this policy does not undermine the Company's exclusive right to impose discipline.

PROCEDURES

Filing a complaint:

The Stratford Beacon Herald and the union encourage any employee who feels he/she is the victim of harassment or discrimination on the basis of any of the prohibited grounds, to approach the offender and inform him/her that their behaviour is unacceptable. If the employee is not comfortable approaching the offender, or if there is a reoccurrence of such behaviour, the steps outlined below should be followed. In any event, it is advised that a written record be kept by the employee stating details of each event, dates, location and witnesses.

The Stratford Beacon Herald and the union urge any employee who feels that he/she has been a victim of discrimination/harassment to contact the department head designate and the union designate as soon as possible from the date of the incident. The Company and the union strongly suggest that if any third party is aware of any situation of harassment that they bring it forward to the Department Head and Union representative.

If the complainant believes that his or her safety is at risk or threatened by the alleged harasser, this should be noted and appropriate actions taken. Examples of appropriate actions may include separating the two employees in the workplace or informing the police.

Upon lodging of the complaint to management, an investigation will be conducted. Where the victim or alleged offender is a union member the investigation will be carried out jointly by the Stratford Beacon Herald and the union. The investigation will include interviews of the complainant, the alleged harasser(s) and any witnesses. Any union member may have union representation present during the interview. In most cases the investigation will take place within five working days and be concluded fifteen working days from the filing of the complaint. The time frames as outlined above maybe extended by mutual consent.

Where the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one person of the same sex as the complainant.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only those with a need to know will be informed of the complaint. Records of the investigation, including the interviews, evidence and recommendations will be maintained in the office of the responsible Human Resources manager and with the union chairperson.

Complaint Resolution

Upon completion of the investigation, the investigators with the approval of the parties may attempt to mediate a resolution. If either party declines mediation or if no mediated resolution is reached, the investigators will present their findings to the Human Resources officer, who will make a determination in consultation with a union representative. If the complaint is determined to be valid, appropriate corrective action will be taken against the harasser.

The pursuit of frivolous allegations through the complaint procedure is detrimental to the spirit and intent for which this policy was developed, and is strongly discouraged.

The policy and procedure in no way precludes the complainant's rights to seek action under the Ontario Human Rights Code. However, both the Stratford Beacon Herald and the Union urge employees to use the internal mechanisms as outlined above before seeking the alternative course.

Prevention and Education

The Stratford Beacon Herald will ensure that:

- (a) every employee covered by this Collective Agreement receive a copy of this policy;
- (b) a copy of this policy will be posted in the workplace;

- (c) managers in authority are trained with respect to their responsibilities under this policy and the Ontario Human Rights Code, in creating and maintaining an environment free from discrimination and harassment and any other conduct prohibited under this policy. They will also be trained in regard to investigative and resolution mechanisms designed to deal with such problems. Each employee will be encouraged to help create an environment free from discrimination and harassment and discrimination related to all prohibited grounds.

This policy will remain in force for the life of this agreement.

Notwithstanding the foregoing, the parties agree that following the first incident that requires the use of this policy a review may be requested by either party.

The review will focus on the investigation and the role played by union representatives for either the complainant or the accused harasser within the process.

Should the parties fail to agree on any changes to the role of these union representatives, the employer reserves the right to withdraw from the process.