

COLLECTIVE AGREEMENT

Between

the

NIAGARA FALLS REVIEW

A Division of Osprey Media LP

-and-

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

January 1, 2007 to December 31, 2009

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PREAMBLE:

This Agreement entered into as of the 23rd day of January, 2007, between The Review, a division of Osprey Media LP, Niagara Falls, Ontario, hereinafter referred to as the “Company”, and the Communications, Energy and Paperworkers Union of Canada, Local 87-M S.O.N.G. (Southern Ontario Newsmedia Guild), hereinafter referred to as the “Union”.

WITNESS: That in consideration of the covenants hereinafter mutually agreed to, it is hereby agreed to as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND MANAGEMENT RIGHTS

(a) The Company agrees to recognize the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild as the exclusive bargaining agent for all employees of the The Review, a division of Osprey Media LP, in the following bargaining unit:

All employees in the Editorial Department of the The Review, a division of Osprey Media LP, in the Regional Municipality of Niagara, save and except persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act. For the purposes of clarity, as of the date of the application for certification, the following positions are excluded on the basis that the incumbents exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations within the meaning of the Ontario Labour Relations Act: Managing Editor, City Editor, News Editor, Sports Editor and Night Editor.

(b) The right to hire, assign duties, retire, promote, classify, reclassify, layoff, 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 operations, and to establish and enforce rules and regulations governing the conduct of employees, is the exclusive function of the Company, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Company not specifically dealt with herein shall be reserved to the Company and be its exclusive responsibility.

ARTICLE 2 - UNION DUES

(a) The Company shall deduct from the wages of members of the Union such dues as authorized in writing by the Union. The Company shall remit to the Union such deductions not later than the end of the month in which such deductions were made. The Union agrees that it will indemnify and save the Company harmless for any and all claims which may be made against it by an employee, or employees for amounts deducted from wages as provided in this article.

ARTICLE 3 - UNION RECOGNITION / MEMBERSHIP

(a) The Company recognizes the Union as the sole collective bargaining agency for the members covered by this Agreement, and hereby consents and agrees to negotiate with the Union any and all matters affecting the relationship between the Company and all members within the scope of this Agreement as described in Article 1, Scope of Agreement.

(b) It is a condition of employment of any employee as of the date of signing of this agreement who is a member of the Union or who thereafter becomes a member of the Union, that he/she remain a member in good standing. All future employees shall, as a condition of employment, become and remain members in good standing of the Union within twenty (20) days of commencing employment. The Union agrees that it will accept into and retain in membership any employee subject to the Constitution and By-Laws of the Union, and further agrees that an employee shall not be discharged in the application of this provision except for non-payment of dues.

(c) The Company, upon signing this agreement and annually thereafter, shall supply the Union with a list containing the following information for all employees covered by this agreement:

- (i) Name and address;
- (ii) Date of hiring;
- (iii) Date of birth;
- (iv) Classification;
- (v) Salary;
- (vi) Experience rating and experience anniversary date (where appropriate).

The Company shall notify the Union in writing with reasonable frequency with respect to resignation, termination, deaths, leaves of absence and other revisions in the data listed above, with effective dates. Within one month after the hiring of a new employee, the employer shall furnish the Union, in writing, with the data specified above for each new employee.

ARTICLE 4 - NO STRIKE OR LOCK OUT

(a) The union agrees that during the term of this agreement, there will be no strike, slowdown, or other stoppage of work. The Company agrees that there will be no lockout of employees during the term of this agreement. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No members shall participate in any such activities.

ARTICLE 5 - SENIORITY AND SECURITY OF EMPLOYMENT

(a) Any future employee who completes a probationary period of 90 working days shall be placed on the seniority list for the Union, and his or her seniority date shall be his or her original date of hire. Probationary employees may be dismissed for any reason prior to the completion of their probationary period provided the Company does not act in bad faith. The probationary period may be extended by mutual agreement of both parties.

(b) The Company shall have the right to determine the size and disposition of the staff.

If the Company 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 that the remaining employees have the qualifications (which may include skill, ability, knowledge, training and experience) to perform the work required. Classification means a job classification listed within a wage group in the Wage Schedule.

The Company shall accept voluntary resignations, to be effective on the date the layoff is to take effect, from employees in the affected classification, provided those remaining in the classification have the qualifications, skill, ability, knowledge and experience to perform the work required. The number of employees to be laid off will be reduced accordingly. Such volunteers will receive severance pay in accordance with section (d) below but will otherwise be treated as people who have quit for the purposes of this agreement. The Company will not be under any obligation to accept more voluntary resignations in a classification than required to prevent the layoff in that classification.

An employee in a classification being reduced in number may elect to go into a lower rated classification provided they have worked in such classification within the preceding three years and have the qualifications, skill, ability, knowledge and experience to perform the work required. This shall apply when the employee's total service with the Company exceeds that of another employee in the lower classification, who will then become the employee to be laid off.

(c) Upon termination of employment, exclusive of retirement, quit, death or discharge for just cause, an employee shall be given notice required by the Employment Standards Act with a minimum of three weeks' notice or pay in lieu thereof at the Company's option. In either circumstance, the Company shall give the Union written notice on the day the employee is notified.

(d) Severance pay at the rate of one (1) week's wages for each completed nine (9) months of continuous service or major fraction thereof shall be paid to employees who are permanently laid off, up to a maximum of thirty (30) weeks. If a laid off individual is recalled to work before the expiry of the number of weeks of severance pay paid for, the unearned severance pay shall be refunded to the Company. Reasonable terms shall be arranged if required by the employee.

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

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

(e) Employees will be recalled to work in the reverse order from the classification from which they have been laid off, provided they have the skill, ability, knowledge, training and experience for the work required and provided, however, that such recalls take place within one (1) year from the date of layoff.

Employees on layoff shall be eligible for recall to other positions in the Wage Group from which they have been laid off, provided they have the requisite seniority, they have performed the job within the last three years and they have the qualifications, skill, ability, knowledge and experience to perform the work required. For this purpose, Editors and Reporters shall be considered to be in the same wage group. Such recall must take place within 1 year from the date of layoff.

Upon being so recalled, an employee shall within five working days notify the Company in writing of the employee's intention to return to work and within an additional five working days report for work. The Company agrees to advise the employee of such recall in writing with a copy of the notice to the Union. It will be the responsibility of the employee to provide the employer with an up-to-date home address and telephone number.

When a laid-off employee accepts a temporary recall not exceeding three months duration, the employee's recall rights are extended by the length of time worked during the temporary recall and do not restart following the temporary recall period.

(f) Any employee who refuses a position in the classification from which laid off automatically terminates any claim to further employment by the Company except that a full-time employee may refuse work of a temporary nature, or part-time work, without affecting his/her recall rights.

(g) An employee shall lose seniority and employment in the event that:

(i) the employee voluntarily quits.

(ii) The employee is discharged for just cause and is not reinstated by an arbitrator.

(iii) The employee fails to report for work within 10 working days after notification by the employer of recall to work following layoff. If an employee fails to return to work for reasons of sickness or accident, the employee must provide a medical certificate from a qualified physician prior to reinstatement.

(iv) The employee has been laid off for a period exceeding 12 consecutive months.

- (v) The employee has been absent without an explanation satisfactory to the Company for three working days.
- (vi) The employee fails to report to work after an authorized leave of absence without providing an explanation satisfactory to the Company.
- (vii) The employee retires.
- (h) If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by it in its operations, and such layoff will occur within three (3) months of the change, the Company shall give the employee at least two (2) months notice of the layoff. During this period, the Company and the Union shall meet to discuss ways and means of reducing the impact of such change.
- (i) The Company and the Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code, nor will any employee be discriminated against for union activity or lack of union activity. The Union and the Company recognize the right of all employees to work in an environment free from harassment. The representatives of the Union and the Company will continue to resolve workplace issues in a professional manner and with mutual respect.

ARTICLE 6 - JOB POSTING

- (a) In the case of a vacancy to be filled, the Company will post such vacancy for a period of not less than seven (7) working days.
- (b) The Company shall interview up to three employee applicants who are qualified (which may include the criteria of skill, ability, knowledge, training and experience) and unsuccessful employee applicants shall be advised of the reasons that they were not granted the position.

The Company shall provide a trial period for the successful employee candidate of up to ninety (90) calendar days, with a minimum of a thirty (30) calendar day familiarization period, unless the company and the union mutually agree to amend the minimum trial period. At the end of the trial period, the employee, if satisfactory, shall be confirmed in the higher category. If not confirmed, the employee shall be returned to the lower classification.

- (c) The Company maintains the exclusive right to hire outside the bargaining unit if it so requires.

ARTICLE 7 - DISCIPLINE / DISCHARGE

(a) Discipline shall be only for just and sufficient cause and the discharge of an employee who has passed their probationary period shall be only for just and sufficient cause. Any discharge shall, on request of the member concerned, or on motion by the Union, be subject to review by the Grievance Committee as provided for in Article 14.

(b) In the event of discharge, the Union may proceed directly to Step 3 of the Grievance Procedure.

(c) Employees shall have the right to have a union representative present at any disciplinary meeting which may result in the imposition of discipline. Copies of written discipline will be provided to the union. In the event that a union representative is not available, this provision will not prevent the Company from taking appropriate action if immediate action is required.

(d) Copies of formal discipline shall be removed from an employee's personnel file thirty-six (36) months after the date of issue, provided there has been no further discipline issued during the thirty-six (36) month period.

ARTICLE 8 - WORKING HOURS AND OVERTIME

(a) The standard work schedule for full-time employees shall be five (5) days and 37.5 hours. On mutual agreement, the Company may schedule employees to work six shifts one week and four shifts the next week. In such case, the sixth shift shall not be paid at overtime rates.

(b) Overtime shall be defined as work authorized and required beyond 37.5 hours in a week. Overtime shall also be defined as daily hours worked that are authorized and required in excess of 7.5 due to factors or circumstances beyond the control of the employee. It is understood that, in the application of the above, there shall be no duplication of overtime payment made for the same hour of overtime.

(c) When a full-time employee is required to work overtime, he shall have the option of taking cash or compensating time off equivalent to time and one-half of the time worked, at a time mutually satisfactory to the Company and the employee. A maximum of 37.5 hours of overtime may be banked at any one time by any person, after which overtime will be paid in cash. In order to have a valid claim for overtime pay or compensating time off, the overtime must be reported by the employee to the Company on a weekly basis on Fridays.

(d) Employees will not be required to begin one scheduled shift sooner than nine hours following the completion of the previous regularly scheduled shift, unless the employee consents.

(e) Work schedules shall be arranged and posted by the Company each Thursday for the following week. Weekend schedules for the following two months shall be arranged and posted by the Company by the twentieth of each month. Such schedule may be changed at any time by the Company due to unforeseen events or circumstances, including vacations scheduled after the posting. Prior notice of such changes shall be given when possible.

(f) Where an employee regularly works the same scheduled hours from week to week, where practicable, the employee's normal starting time shall not be changed by more than one hour unless the employee has been given one week's notice of such change. Changes may be made by the Company to cover emergency situations.

(g) Effective upon ratification, a regular full-time employee required to work anytime between 8 p.m. and 7 a.m. will receive a \$1.15 per hour premium for the hours worked between 8 p.m. and 7 a.m. Effective on January 1, 2008, the premium will increase to \$1.20 per hour.

(h) An employee working 7.5 hours or more in a day will receive an unpaid lunch period of 30-60 minutes. The current practice pertaining to paid break periods will continue.

ARTICLE 9 - SUNDAY PUBLICATION

(a) In the event of a regular Sunday Edition, the parties agree that the regular shift established to produce this Edition will be at straight-time rates. The Company will endeavour to provide the employees as much notice as is reasonably possible of the launch of the Sunday publication.

ARTICLE 10 - VACATIONS

(a) All members covered by the terms of this agreement shall receive vacation with pay according to the following chart, effective upon ratification:

Years of Service / Wks. of Vacation	Vacation Pay
Less than 1 yr. 1 day/month	4% of earnings
After one year 2 weeks	4% *
After three years 3 weeks	6% *
After nine years 4 weeks	8% *
After twenty years 5 weeks	10%*

* Percentages of the previous year's earnings, or the equivalent weeks present pay, whichever is greater.

An employee who reaches the next vacation entitlement level prior to May 1st of any year, shall be entitled to the extra week of vacation in the same year once his/her anniversary date has been reached.

(b) Vacation schedules shall be approved by management, subject to the operational requirements of the business. In the event of a conflict over vacation dates, seniority will govern. Employees who fail to select vacation dates before March 15 may lose the privilege of selection to which their seniority entitles them.

No employee shall be allowed more than two consecutive weeks of vacation between June 15 and September 15 of any year unless all employees in the classification have had the opportunity to arrange two consecutive weeks of vacation in that period.

Vacation schedules shall be confirmed in writing, once approved by the Company. Whenever possible, vacations shall be arranged to start from the end of the employee's regular shift week.

Should a paid holiday fall within an employee's vacation period, the employee shall receive an additional day of vacation with pay for each such holiday. Upon mutual agreement by the employee and the company, this additional day of vacation with pay may be added to the vacation period, or taken at another time.

Subject to the requirements of the business, the Company has the right to place reasonable limits on the number of persons on vacation at any one time.

All vacations shall be taken within the calendar year. There shall be no carry over of vacation entitlements from one year to the next except with the approval of the Company.

(c) An employee who is laid off or whose employment is terminated shall receive pro rata vacation pay for the period to which the employee is entitled.

ARTICLE 11 - STATUTORY HOLIDAYS

(a) The following holidays shall be paid for at the employee's regular rate of pay, if not worked:

- New Year's Day
- Good Friday
- Victoria Day
- July 1st, Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

and any other statutory holiday proclaimed by the Government of Ontario, provided the employee has worked the scheduled day before and day after such holiday unless absent by reason of illness, death in the immediate family or other good and sufficient reason, provided arrangements have been made with the Department Head.

An employee required to work on the day of observance of a holiday shall be paid at time and one-half for all hours worked, in addition to their regular pay. The employee may choose to take all or part of this premium in equivalent time owing. The employee may also have the option of taking another day off with pay in lieu of receiving his regular pay for that holiday upon mutual agreement between the employee and the Company.

ARTICLE 12 - RATES OF PAY

<u>Classification / Level</u>		<u>Jan. 23/07</u>	<u>Jan. 1/08</u>	<u>Jan. 1/09</u>
Editors	Start	\$753.81	\$770.77	\$788.11
	1 year	\$798.17	\$816.13	\$834.49
	2 year	\$842.52	\$861.48	\$880.86
	3 year	\$886.86	\$906.81	\$927.21
Reporter/Photographers	Start	\$502.91	\$514.23	\$525.80
	1 year	\$568.91	\$581.71	\$594.80
	2 year	\$634.90	\$649.18	\$663.79
	3 year	\$700.91	\$716.68	\$732.81
	4 year	\$766.92	\$784.18	\$801.82
	5 year	\$832.89	\$851.63	\$870.79
Data Entry	Start	\$329.95	\$337.37	\$344.96
	1 year	\$371.24	\$379.59	\$388.13
	2 year	\$420.75	\$430.22	\$439.90
	3 year	\$494.99	\$506.13	\$517.51

* For employees actively employed on date of ratification, a lump sum payment of \$100.00 will be paid (less statutory deductions).

Bureau Chief(s) will be classified for the purposes of this agreement as a reporter/Photographer, but will receive ten (10) dollars per week above their appropriate rate on the grid, provided that the employee has a minimum of three months experience as a Bureau Chief.

In the application of the above rates of pay, experience shall include all employment in comparable work. Comparable work shall be assessed at the time of hire based on details of experience outlined in writing to the employer prior to the offer of hire being made.

An employee permanently promoted to a higher paid classification within the bargaining unit shall receive the rate of the higher classification next higher in dollars to the rate the employee received in the lower classification.

An employee temporarily required to work the duties of a higher classification for six (6) consecutive shifts, shall receive the rate of the higher classification that is next higher in dollars to the rate the employee receives from the sixth shift on. When the Company temporarily assigns an employee to a higher classification for a full shift on a regular basis, the employee shall receive the rate in the higher classification next higher than the employee's regular salary.

The Company will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue.

ARTICLE 13 - TIME OFF

(a) **BEREAVEMENT** - In the event of a death in a member's immediate family (member's parents, sister, brother, spouse, children, mother-in-law, father-in-law, stepmother, stepfather, legal guardian) such member shall be entitled to be absent from work for not more than three (3) regular working days when such absence is necessary to make arrangements for and/or to attend the funeral. During such absence the member shall be compensated at their straight hourly classification rate for such regular time lost.

Employees shall not be paid for regularly scheduled off days or when the pay is duplicated under any other provision of this contract.

Members shall be entitled to be absent from work for one working day with pay to attend the funeral of a grandparent, grandchild, aunt, uncle, sister-in-law or brother-in-law.

The reference to spouse in Article 13 will include Common-Law spouse and children thereof.

The term "spouse" in paragraph 13 (a) above shall be defined in accordance with the Family Law Act. Where those criteria are met, the term "common-law spouse" and "same-sex partner" will have the same effect as the term "spouse".

(b) JURY DUTY

Members called for Jury Duty shall receive makeup pay to the regular rates for time lost. Employees released from jury duty for one-half day or more shall be required to return to work to perform their regular duties.

(c) **Pregnancy and parental leave** shall be granted in accordance with the Employment Standards Act.

(d) **Leave of absence without pay** shall be granted to not more than one employee at any one time upon three weeks' written notice that an employee has been elected or appointed as a delegate to conventions and/or conferences of the Communications, Energy and Paperworkers Union of Canada, Canadian Labour Congress, or any

organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special and/or educational meetings called by the Communications, Energy and Paperworkers Union of Canada, or by any branch thereof. The granting of such leaves shall be dependent upon not causing an unreasonable disruption of the Company's operations.

(e) The Company may grant leave of absence with pay upon request to employees who must attend to family emergencies or sick or injured members of their immediate family

(f) Leaves of absence without pay may be granted at the discretion of the Company, providing such leave does not cause a disruption of the operation. Requests for such leaves shall be made in writing stating the reasons for the leave and the period for which the leave is sought. All conditions of the leave and return to work must be in writing and agreed between the Company and employee prior to the commencement of the leave.

ARTICLE 14 - GRIEVANCE COMMITTEE

(a) All disputes and grievances between the Company and any or all said members shall be submitted to the Grievance Committee as established herein.

(i) The Union shall elect and the Company shall recognize a committee of two (2) members, one of whom shall be the chairman, and all of whom shall be members of the Union and employees of the Company. This committee shall be known as the "Grievance Committee". To this committee shall be referred all questions arising out of the operation of this Agreement, and all disputes regarding the interpretation of this Agreement.

(ii) STEP 1 - The aggrieved member (in company with members of the Committee) shall present his grievance, within 5 working days of the circumstance which led to the grievance, on the official grievance form to the immediate supervisor outside the bargaining unit or his designate.

(iii) STEP 2 - Should the immediate supervisor outside the bargaining unit or his designate fail to arrive at a mutually acceptable settlement with respect to the grievance within 3 working days after presentation thereof to him, the aggrieved member (in company with members of the Committee) shall present such grievance in written form to the Company within 2 working days of receipt, in writing, of the immediate supervisor outside the bargaining unit or his designate's decision. The grievance shall thereupon be discussed within 2 working days and a solution with respect thereto shall be sought between the Committee and the Company's representative.

(iv) STEP 3 - In the event of failure of the committee and the Company's representative to agree with respect to the grievance within a further working day, the Union shall be at liberty to call in a Union representative to assist, at a meeting with the Company's representative to be held within a further ten (10) working days. Should the

matter not be resolved within a further working day, either party may refer it to an arbitration board within fifteen (15) days of the final meeting, providing the other party has been notified, and an arbitration board shall be set up in the following manner. Time limits in all of the above Steps may be extended by mutual agreement of the parties.

(v) In general, it is intended that grievances which are not resolved 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.

SINGLE ARBITRATOR - In the event that a grievance is to be arbitrated by a single Arbitrator, the parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. If the parties cannot agree, the Arbitrator shall be appointed by the Ontario Ministry of Labour. The provisions of this Article insofar as they refer to a Board of Arbitration shall be deemed to apply to the Arbitrator in the performance of his duties.

BOARD OF ARBITRATION - The Union and the Company shall each appoint one (1) member to the Board of Arbitration. Both parties shall be allowed ten (10) working days to make such appointments and notify the opposite party. The members thus named shall elect an impartial umpire as chairperson. Failing agreement within a period of ten (10) days as to the choice of such umpire, the Minister of Labour for Ontario shall be requested to appoint and name such an umpire or chairperson, and whether selected by the parties hereto or foresaid, or appointed by the Minister of Labour, the decision of the majority of this arbitration board shall be final and binding on the parties hereto.

(vi) The arbitration board shall not alter, modify or amend any part of this agreement or make any decision inconsistent with the provisions of this agreement with the exception that where an employee has been discharged or disciplined for cause, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all the circumstances.

(vii) Each of the parties to this agreement will bear the expenses of the arbitrator appointed by it and the parties will share equally the expenses of the chairman.

(viii) It is intended that grievances shall be processed as quickly as possible. Time limits are mandatory and not directory. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement.

ARTICLE 15 - HEALTH AND SAFETY

(a) The Company agrees to keep its plant in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times.

It is agreed that there will be a minimum of one (1) representative of the bargaining unit on the Niagara Falls Review Health and Safety Committee. It is agreed that the Health and Safety Committee shall meet in accordance with its terms of reference, and in accordance with Occupational Health and Safety Act of Ontario.

(b) VDT glare screens shall be provided in all cases, where requested.

ARTICLE 16 - BENEFITS

(a) The Company agrees to provide the current group insurance benefits in place in the bargaining unit as of date of signing of this agreement.

(b) The Company agrees to continue to pay its current percentage of the premium cost currently in effect for hospitalization, medical (including drug), dental and life insurance and long term disability coverage under the Company's current plans. In addition, the current policy pertaining to sick leave will be continued.

(c) A vision care plan for regular, full-time employees covered by this agreement will provide a benefit of \$175.00 every 24 months per family, upon submission of approved receipts.

ARTICLE 17- PENSION

(a) Eligibility of employees for participation in the Pension Plan will continue during the life of this agreement.

ARTICLE 18 - MISCELLANEOUS

- (a) All legitimate expenses incurred by the employee in the service of the Review will be reimbursed provided, where possible, the employee received prior authorization for such expense, and submits an expense report with receipts.
- (b) Employees will be compensated for the use of an automobile, if authorized by the employer, at the following rate:
 - Effective on ratification: 34 cents per kilometre.
 - Effective on January 1, 2008: 35 cents per kilometre.
- (c) Whenever substantive changes are made to material submitted by an employee for publication, the changes will be discussed with the employee before publication, failing which no identification of the employee who submitted the material shall be published.
- (d) An employee shall be free to engage in any activity outside of working hours provided such activities do not consist of services performed for publications or other media in competition with the Company, do not result in a conflict of interest and do not exploit the employee's connection with the Company.
- (e) On the basis of the rates of compensation established in this Agreement, the Company has full right to use and/or reuse in any manner, form or medium that the Company chooses, all material produced for the Company by the employees during their employment.
- (f) Except for columns and opinion pieces, the Company shall not use bylines over the employee's protest.
- (g) Articles written by employees on their own time shall first be offered to the Company for use in its publication. Company acceptance or rejection of articles shall be given within three working days. Where the Company has rejected an article, the employee shall be free to submit it to a non-competing publication.
- (h) Management will follow past practice in meeting employees' legal expenses resulting from the good faith performance of employment duties when authorized and approved by the Company. Employees whose legal expenses are being paid will follow the direction of the company's legal counsel with regard to legal proceedings; failing such, the Company may discontinue paying such expenses.

An employee, upon the request of the Employer, shall be required to give up custody of and disclose to the Employer all knowledge, information, notes, records, documents, films, photographs or tapes relating to his employment, together with his source thereof, such materials being the property of the Employer. Except in the case of a court order, the Employer agrees not to release same to any other person without first thoroughly examining with the employee the reason for its release.

(i) When a beat change is being contemplated by the Company, a memo will be circulated to all employees giving them the opportunity to express interest in specific beats. Employees will be given three days to respond, and will be advised in the memo of the date by which they must respond. Failure to respond will be taken by the Company to mean the employee does not have a particular interest in a specific beat.

(j) Bulletin Board: The Union shall have the right to use a bulletin board for the posting of notices of official Union business.

(k) Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations. In addition, the singular shall include the plural wherever the context so requires.

(l) The Company shall consult with an employee who is to be transferred to a different work location with the intention of minimizing the disruption to that employee. The Company will give the affected employee a minimum of two weeks' notice of the transfer, unless such a delay would hamper the operation of the business.

ARTICLE 19 - PART-TIME and TEMPORARY EMPLOYEES

(a) A part-time employee shall be defined as one who regularly works 24 hours or less in a week. Part-time employees may be scheduled for less than 7.5 hours in a day.

(b) A temporary employee is one employed for a special project or a specified time, not to exceed one year, except in the case of leaves of absence, including sickness, in which case a temporary period will be for the period of absence. These time limits may be extended by mutual agreement. Temporary employees will not be employed beyond the one year period to replace employees who have qualified for LTD benefits.

(c) The probationary period for part-time employees shall be 400 hours worked.

(d) 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.

(e) Part-time employees shall receive overtime for work authorized and required beyond 37.5 hours in a week.

(f) For temporary employees, overtime shall be defined as work authorized and required beyond 37.5 hours in a week. Overtime shall also be defined as daily hours worked that are authorized and required in excess of 7.5 due to factors or circumstances beyond the control of the employee. It is understood that, in the application of the above, there shall be no duplication of overtime payment made for the same hour of overtime.

(g) Part-time employees who work in a classification for which a weekly salary is set forth in this agreement shall be paid on an hourly basis equivalent to the weekly

(g) Part-time employees who work in a classification for which a weekly salary is set forth in this agreement shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience, and shall advance on the grid according to actual hours worked.

(h) Part-time and temporary employees shall receive statutory holiday pay in accordance with the Employment Standards Act of Ontario.

(i) Part-time and temporary employees shall receive 4% of their regular wages in lieu of annual vacation, which shall be paid each pay day. This amount shall increase to 6% when a part-time employee accumulates enough service to qualify for three weeks' vacation. Subject to production necessities, part-time employees shall also be entitled to take annual vacation without pay.

(j) Temporary and part-time employees are not entitled to the benefits outlined in Article 16.

ARTICLE 20 - TERM

This Agreement shall remain in effect from January 1, 2007 until December 31, 2009 and shall continue in effect thereafter unless written notice of intention to change is given by either party within 90 days prior to the expiry date of this agreement. During negotiations for renewal, the terms of this contract shall govern the parties.

IN WITNESS WHEREOF THE PARTIES HERETO have caused the hands of their proper officers to be set and their respective seals to be affixed at the City of Niagara Falls, in the Province of Ontario, this 15th day of February, 2007.

Signed, Sealed and Delivered


For The Review

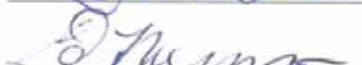


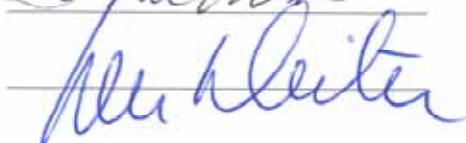
K. Howie

D. [unclear]

For The Union







SIDELETTERS

Between: The Review and CEP, Local 87-M, Southern Ontario Newsmedia Guild

Sideletter # 1

Mike DiBattista will be paid a monthly allowance of \$ 45.00 for the use of his camera / lenses.

Sideletter # 2

The Company agreed during the 2007 negotiations to continue its current practice regarding the training and development of employees in the bargaining unit.

Sideletter # 3

The Company agrees that employees in the bargaining unit will have access to the Employee Assistance Plan as currently posted at The Review.

Sideletter # 4

Dan Dakin will be paid a monthly allowance of \$15.00 for the use of his camera / lenses.

Sideletter # 5


Notwithstanding Article 5(i), Article 16 or any other Articles of this agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement.

The employee shall not be eligible for the long-term disability plan. In addition, the Employer shall not incur any increased costs associated with the other applicable benefits listed in Article 16 beyond the level paid for the employee the month prior to attainment of age sixty-five (65).

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

Dated at Niagara Falls this 15th day of February, 2007.

For The Review



DeStavie
D. [Signature]

For the Union

