

**LOCAL NO. 191 OF THE COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA (CEP) (the "Union")**

and

**THE WINNIPEG SUN, A DIVISION OF
SUN MEDIA CORPORATION (the "Employer")**

COLLECTIVE AGREEMENT

January 1, 2008 to December 31, 2010

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ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by Manitoba Labour Board Certificate No. MLB - 6200, as amended from time to time, save and except the following in.

Editorial

Editor-In-Chief
Assistant Managing Editor
Assistant Managing Editor/Features Editor
Online Editor
Two (2) City Editors
News Editor
Sports Editor
Administrative Assistant
Freelancers
Training program students
Photo Editor

Advertising

Retail Sales Manager
National Sales Manager
Classified Sales Manager
Special Projects Manager
Administrative Assistant for the National Sales Manager
Administrative Assistant for the Director of Advertising

Mailroom

Foreman;

And all others excluded by the Act.

ARTICLE 2 - INTERPRETATION

Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine, where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 3 - TERMS OF AGREEMENT

3.1 This Agreement, made and entered into as of the 6th day of July, 2008 by and between The Winnipeg Sun, a division of Sun Media Corporation, (hereinafter referred to as the "Employer") through its authorized representatives and the Local No. 191 of the Communications, Energy and Paperworkers Union of Canada (CEP) (hereinafter referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective January 1, 2008 and shall terminate December 31, 2010.

- 3.2 Written notice of desire to terminate or amend the Agreement shall be given by either party at least 60 days prior to the expiration of the contract, but if an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or until a lawful strike or lockout commences.
- 3.3 This Collective Agreement is the sole instrument governing the relationship between the parties.
- 3.4 All articles in this collective agreement are in effect upon ratification date of July 6, 2008 unless otherwise agreed or identified.

ARTICLE 4 - UNION SECURITY

- 4.1 All present employees who are or become members of the Union shall take all reasonable steps to remain members of the Union in good standing, and the Union agrees to treat all of its members in a manner that is fair, reasonable and in good faith and not to deny membership to anyone on grounds that are arbitrary, discriminatory or in bad faith. Any present employees who are not now members of the Union shall not have membership made a condition of employment.
- 4.2 All employees hired after the date of this Agreement shall become and remain members of the Union as a condition of employment. The Employer shall inform new employees of the requirements of this Article.

ARTICLE 5 - NO DISCRIMINATION

- 5.1 The parties agree not to discriminate contrary to provincial law and if complaint procedures under a provincial statute are utilized in any way, the employer need not process any grievance based on the same transaction.
- 5.2 The Employer and the Union agree to abide by the Discrimination and Harassment Policy issued by the Employer on July 9, 2002 (copy attached).

ARTICLE 6 - INFORMATION

- 6.1 The Employer shall supply the Union with the following information for each new employee hired prior to the end of his probationary period:
 - (a) name and address;
 - (b) date of hire;
 - (c) job classification and rate of pay;
 - (d) experience rating, merit pay and anniversary date.
- 6.2 and shall notify the Union, in writing, monthly, of resignations, retirements, deaths and other revisions in the data listed in clause 6.1 and the effective dates.

- 6.3 The Employer shall provide, on an annual basis, a seniority list (seniority list prepared in accordance with Article 34) by bargaining unit including all member's classifications and experience rating.
- 6.4 The Union shall report to the Employer any irregularities or discrepancies between the list and its records within thirty (30) days of receiving the annual seniority list outlined in Article 6.3 above, after which no challenge can be made.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 The Union acknowledges the traditional rights of the Employer to manage the business in the most efficient manner and, except for the specific provisions of this Agreement, all other aspects of management are the sole prerogative of the Employer including, but not limited to, competency, maintenance of order, discipline and efficiency of the staff, the direction of the work force, the right to plan, direct and control operations, the right to make rules and regulations and to require their observation.
- 7.2 The Union acknowledges that all decisions concerning product or products, the schedule of production, the methods, processes, and means of production, are the sole responsibility of the Employer.
- 7.3 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 8 - JOB POSTING

- 8.1 The Employer shall post, on the bulletin board, notice of any permanent vacancy within the bargaining unit, which the Employer wishes to fill, including the position responsibilities and qualifications desired or required, together with remuneration information and such notices shall be posted at least one week before filling the vacancy, unless the Union consents to a shorter period. Current employees may apply to fill any vacancy in the bargaining unit, and such applications will be considered if the employee has the necessary qualifications.
- 8.2 Employees with the necessary qualifications who are not selected for the position may request an explanation of the Employer's decision and suggestions, if any, about how to improve his/her chances for future consideration.

ARTICLE 9 - CONTINUITY OF OPERATIONS

- 9.1 The Employer agrees that no employee, covered by this Collective Agreement, will be required to perform work transferred from any Employer whose employees are engaged in a legal strike authorized by the Communications, Energy and Paperworkers Union of Canada.
- 9.2 It is further understood that, in accordance with the Manitoba Labour Law, while the collective agreement is in force, no strike or lockout will take place.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.1 New employees shall be considered probationary employees for their first 60 days worked, and their progress will be reviewed on a regular basis. In consultation with the Union, the Employer may extend the probationary period up to an additional 60 days worked. Termination of employment during or at the end of the probationary period shall be considered just cause and, subject to *The Human Rights Code of Manitoba*, shall not be subject to the grievance and arbitration provisions of this Agreement.
- 10.2 Upon the successful completion of the probationary period, an employee's length of continuous service (as defined in Article 34) shall be calculated from the date of original hiring.

ARTICLE 11 - TECHNOLOGICAL CHANGE

- 11.1 The parties recognize that technological developments, if they are to further the continued growth of the print industry, place the responsibility upon the Company to explore and promote new markets, and require the co-operation of the Company and the Union in the development of new skills.
- 11.2 A technological change is when the Employer changes its operations by introducing new equipment, which has the effect of abolishing or significantly modifying the work procedures of a significant number of employees, and the consequence of such change(s) will result in the employee(s) no longer being qualified to perform their normal tasks.
- 11.3 In the event the Employer decides to introduce a technological change, the parties agree to meet, upon request of either party, to:
- 1) Discuss the time, procedure and training necessary for the efficient operation of such equipment.
 - 2) Consider and develop programs with the retraining of employees in new skills required, so as to avoid layoffs resulting from the technological change.
 - 3) If necessary, establish wage rates and conditions of work applicable to new classifications.
- 11.4 In the event that an agreement cannot be reached by the joint committee within ninety (90) days from the beginning of operation of such equipment, the matter shall be referred to the grievance and arbitration procedure.
- 11.5 By virtue of Articles 11.2 and 11.3, Sections 83, 84 and 85 of the *Labour Relations Act* shall have no application to this unit.
- 11.6 In the event of termination of employment due to technological change, all full-time employees and those part-time employees who have worked 1462.5 hours or more in each of the two preceding calendar years, who lose employment, shall receive from the Employer severance pay as follows:

1-2 years service	2 weeks severance
2-5 years service	1.5 weeks severance pay per year of service
5-10 years service	2 weeks severance pay per year of service
Over 10 years service	2.5 weeks severance pay per year of service

provided that upon payment being made, employment shall be deemed terminated.

ARTICLE 12 - LAYOFF AND RECALL

- 12.1 In cases of layoff, where skill, ability, merit and efficiency of employees are relatively equal, then seniority will govern the order of layoff in the classification where layoff occurs. If recall occurs within 12 months of the layoff, it shall be done in reverse order of layoff within the classification, which is subject to the recall.
- 12.2 An employee, who would otherwise not be laid off under paragraph 12.1 at a time when the Employer has indicated that an employee within that classification is to be laid off, may elect to be laid off instead of another employee, if the Employer consents.
- 12.3 Recall notice shall be sent by registered mail to the last known address of the employee filed with the Employer. On receipt of the recall notice the employee is required to notify the Employer, at once, of his intention to return to work and must return to work within ten (10) working days of receipt of the recall notice, or make alternative arrangements satisfactory to the Employer. An employee who refuses recall to an equal or higher position than the position from which he was laid off shall lose all seniority rights.
- 12.4 The Employer may fill any position, which is the subject of recall, on a temporary basis until the recalled employee returns to work.
- 12.5 An employee in a classification being affected as outlined in Article 12-Layoff and Recall may elect to enter another lower classification in which he has proven competence, providing his total Employer seniority is greater than that of the employee whom he is bumping.

ARTICLE 13 - HEALTH and SAFETY COMMITTEE and VDT's

- 13.1 A health and safety committee will be struck, in accordance with the requirements of *The Workplace Safety and Health Act*, to monitor, control and enforce safe and healthy working conditions in the workplace occupied by the employees in this unit. At least one unionized employee from each of Editorial, Advertising and Mailroom shall be elected to the Joint Health and Safety Committee. There shall be an equal number of Employer and Union members on the committee. The committee shall meet no fewer than four times annually.
- 13.2 A pregnant employee who normally works on VDT's will, on request, be reassigned to work that does not involve VDT's, where such work is available within the newspaper

and she is qualified to perform it, at the rate of pay for that classification, but the Employer does not hereby, in any way, concede that VDT work is unsafe.

- 13.3 A V.D.T. operator who is required to work at a video display terminal (V.D.T.) for twenty-five percent (25%) or more of the normal work-week shall have his/her eyes examined by an Ophthalmologist once per year. The Ophthalmologist shall be selected by the Company. The Company agrees to pay for the cost of the examination or tests where not covered by existing medical plan.
- 13.4 When an employee in a production area is required by the Employer to work alone the Company will monitor that employee every fifteen (15) minutes. Working alone, for the purposes of this clause only, means that there is no supervisor or co-worker within view of the employee.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 A grievance is defined as a dispute between the parties regarding the application, interpretation or alleged violation of this Agreement.

14.2 All employees have the right to express to management any grievance they may have concerning any matter relative to their work and welfare. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and only as set out herein. No term or condition of employment shall be the subject of court action instead of the grievance procedure herein. No employee has a grievance until he or she has first given his or her immediate supervisor (who is not part of the bargaining unit) the opportunity to settle the complaint. If such informal discussion does not result in a satisfactory adjustment of the employee's complaint within ten (10) working days, resolution will be in order of the formal grievance procedure, as follows:

Step 1 if an employee has a grievance or question which he/she wishes to discuss with the Employer, the person shall take the matter up with the department head within ten (10) working days of the matter arising, and shall be accompanied by a Union representative. The Employer will respond within three (3) calendar days.

Step 2 if no satisfactory resolution at Step 1 has occurred within seven (7) calendar days from the Employer's response, the employee's grievance will be stated in writing and will have to specify the clause or the article of the collective agreement that the Employer has violated, remedy sought and signed by the employee and the Chapel Chairperson, and taken up to the human resources representative. The Employer will respond, in writing, within five (5) calendar days.

Step 3 if, within ten (10) calendar days, Step 2 has not resulted in the resolution of the grievance, the grievance will then be discussed between the representative(s) of the Union and senior management of the Employer. The Employer will reply, in writing, of its decision within seven (7) calendar days. If this fails to resolve the dispute, within the ten (10) calendar days, the matter may then be referred, by either party, to arbitration.

ARTICLE 15 - ARBITRATION

15.1 When either party requests that any matter be submitted to arbitration, the parties agree to the use of a sole arbitrator. The following persons will be called upon, on a rotating basis, commencing with the first person on the list, to serve as sole arbitrator. In the event the person requested to serve as arbitrator is unavailable in a mutually agreeable timeframe to the parties, the next person on the list will be requested. The date filed will be used for order of arbitration.

1. Arne Peltz
2. Michael Werier
3. Diane Jones
4. Bill Hamilton
5. Gavin Wood
6. John Korpheso

15.2 The arbitrator shall render his decision which shall be final and binding on all parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement, in any respect. Wherever a stipulated time is mentioned in Article 14 or 15, the said time may be extended only by the prior written consent of the parties; otherwise the grievance will conclusively be deemed to be abandoned, or the arbitrator's jurisdiction is lost.

ARTICLE 16 - DUES CHECK-OFF

16.1 The Employer shall deduct monthly, from the wages of each employee in the bargaining unit, an amount equal to the monthly Union membership dues, initiation fees or assessments, levied in accordance with the Union's constitution and bylaws and shall forward the sums so deducted, together with a list of the names, addresses and classifications of employees from whose wages the deductions have been made, to the Union on the 28th day of each and every month, or the first business day thereafter.

16.2 The Union shall inform the Employer, in writing, of the amount of the dues, levies or assessments to be deducted, from time to time, and undertake to give the Employer at least one month's notice in advance of the date of any change in the amount of dues, levies or assessments to be deducted.

ARTICLE 17 - UNION REPRESENTATIVES

17.1 Although non-employees are not permitted in the non-public areas of the building without the Employer's authorization, in the case of recognized Union representatives, prior request shall be made to the Employer and such authorization will not be unreasonably withheld.

17.2 The Employer recognizes the Chapel Chairperson to be the Union's representative for this bargaining unit, and the Union agrees to inform the Employer, in writing, of the identity of the Chapel Chairperson at any time. A union representative shall be allowed a maximum of one-half hour (during regular working hours without loss of pay) during a new employee's first month of employment to discuss the union and collective agreement.

- 17.3 An employee shall be accompanied by a Union representative in any disciplinary meeting.
- 17.4 A Chapel Chairperson shall, with approval of the department head, be permitted to leave his regular duties for a reasonable time for the purpose of investigating and adjusting grievances, when it does not interfere with production. Such approval shall not be unreasonably withheld.

ARTICLE 18 - BULLETIN BOARD

- 18.1 The Employer shall provide a separate bulletin board for use by the Union for the posting of official Union notices in Editorial, Advertising, Commercial Print and Mailroom.

ARTICLE 19 - LUNCH PERIOD

- 19.1 An unpaid lunch period of at least 30 minutes and not more than one hour shall be allowed for each shift lasting at least five (5) hours, such time not to be included in the number of hours specified for a day's or night's work. The lunch period shall be as near the middle of the employee's shift as the workload allows.
- 19.2 Two paid fifteen (15) minutes health breaks shall be provided for every full regular shift worked and one such break for each 3 ¾ hours completed continuously as a shift.

ARTICLE 20 - TEMPORARY APPOINTMENTS

- 20.1 Except to cover illness up to two (2) consecutive working days, an employee required to perform substantially all of the duties in a higher classification shall receive the next higher rate of pay in the higher classification for the hours worked in the higher classification.
- 20.2 No employee shall receive a reduction in salary when temporarily assigned to a lower classification.
- 20.3 An employee may voluntarily accept an appointment by the Employer on an acting basis, to a management position for up to a maximum of six (6) months at any one time. All benefits shall continue and seniority shall accrue as if such employee were still in the bargaining unit. After the assignment is over or in the event the Employer or the employee wishes the assignment to discontinue, the employee shall return to his position in the unit at his/her former rate of pay, level of benefits, etc.
- 20.4 Where possible, the Employer will attempt to utilize current employees for temporary assignment within the bargaining unit.

ARTICLE 21 - MERIT INCREASES

Nothing herein contained shall prohibit the Employer from granting, or an employee from receiving, merit remuneration in excess of the amounts set forth in the remuneration section of this Agreement, provided that the Employer shall not be required to continue or repeat such merit remuneration when, in the Employer's absolute discretion, they are no longer justified.

ARTICLE 22 - GENERAL HOLIDAYS

The following days shall be recognized as general holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
* mobile statutory day	Remembrance Day	Louis Riel Day

- 22.2 Mobile statutory day to be selected by the employee and shall comply with the conditions below. The selection of the mobile statutory will be mutually agreed upon.
- 22.3 All employees scheduled to work on the foregoing holidays shall receive straight time pay for the number of hours they would normally have worked when not required to work and when otherwise qualifying under this Article and under *The Employment Standards Code*.
An employee who is absent by reason of accident or sickness (which may require a satisfactory medical certificate to the Employer) shall not be denied holiday pay by reason of said absence, provided they otherwise qualify.
- 22.4 If required and authorized to work, employees will receive that day's pay in addition to the overtime rate for all hours worked on the holiday.
- 22.5 Should one of the above-named holidays fall on an employee's scheduled day off or during a paid vacation, he shall receive another day off with pay, at a time mutually satisfactory to the employee and the Employer, to be taken within 30 calendar days.

ARTICLE 23 - VACATIONS WITH PAY

- 23.1 Vacations will be granted in accordance with the minimum entitlement under The Employment Standards Code. In addition, every employee will be entitled to a vacation with pay calculated as follows: An employee with two (2) or more years of continuous service by December 31 of the preceding calendar year will receive three (3) weeks vacation with pay. An employee with seven (7) or more years continuous service by December 31 of the preceding calendar year will receive four (4) weeks vacation with pay. An employee with fifteen (15) or more years continuous service in the preceding calendar year will receive five (5) weeks vacation with pay. Effective January 1, 2009, an employee with twenty-eight (28) or more years continuous service by December 31 of the preceding calendar year will receive six (6) weeks vacation with pay.
- 23.2 The fourth, fifth and sixth weeks may be taken in conjunction with the other three weeks, at the discretion of the Employer. Vacation credits are not cumulative from year to year. Vacation must be taken in the year following the year they were earned.
- 23.3 Part-time employees will be paid their vacation pay entitlement on December 31st and June 30th of each year based on their straight time earnings in the previous six (6) months (entitlement: 4%=2 weeks, 6%=3 weeks, 8%=4 weeks, and 10%=5 weeks; and effective January 1, 2009, 12 % = 6 weeks.)

23.4 A bonus week (1) will be given for employees at the 15th, 20th, 25th, 30th and 35th year of service. The bonus will be a one-time bonus for that year only.

Effective January 1, 2009, a bonus week (1) will be given for employees at the 15th, 20th, and 25th year of service. The bonus will be a one-time bonus for that year only.

23.5 Vacation credits are not cumulative from year to year. Credits earned in the preceding vacation year must be used in the following twelve (12) months. Vacation credits stop accumulating for absences beyond seventeen (17) weeks for illness and layoff. The taking of the accumulated and unused vacation credits are deferred until the employee returns to work.

23.6 An employee may not request that vacation credits be converted in the form of a salary.

23.7 If, for a major cause, on the employee's anniversary date, the employee has more vacation credits than the equivalent of year's vacation credits, deferral of the credits to the following year must be authorized, in writing, in co-operation with the Human Resources Manager and the Manager responsible. Vacation deferred in this way must be taken as soon as possible.

23.8 A calendar shall be posted in each department on which employees can indicate their vacation preferences by the full week with a deadline of March 1st. By April 30th, the Manager shall provide a departmental vacation schedule, including the requests of the employees and the operational needs of the department. All modifications or requests prior to or after March 1st must be made two (2) weeks in advance and in writing and submitted to the Supervisor for prior written approval. Employees who have not made a selection shall be scheduled their vacation.

23.9 Employees shall be entitled to postponement of their scheduled vacation in the event of their hospitalization or bereavement.

ARTICLE 24 - LEAVES OF ABSENCE

24.1 Upon notice, in writing, and for reasons mutually agreed to be good and sufficient between the leave-taker and the Employer, one leave of absence may be granted during each five (5) year term of his/her employment, provided that they cause no interruption of or interference with operations. For leaves that are greater than thirty (30) days, benefits shall not accrue from the first day of the leave.

24.2 Upon written request, the Employer will grant employees unpaid leaves of absence to attend Union conventions or meetings, provided that no more than one employee from each department is absent at any time. The departments are editorial, advertising, and mailroom.

24.3 Upon written request, the Employer will grant unpaid leave of absence for the purpose of attending scheduled meetings for negotiating renewed collective agreements between the Union and the Employer for this bargaining unit, provided that not more than three (3) employees from the bargaining unit and not more than one from each department are absent at any time.

- 24.4 Subject to the Worker's Compensation Act, the Company shall continue to pay assessments to Workers' Compensation with respect to employees who are off work on union leave up to a maximum of 14 days.
- 24.5 Should a member of the bargaining unit be appointed or elected to a full-time position with the Union, he shall be granted a leave of absence without pay or benefits for one (1) year (and a further one year extension if requested) and shall be reinstated in the same or comparable position upon the expiration of such leave. The employee must provide at least one (1) month's written notice, and such leave shall be given to only one (1) employee in the bargaining unit at any one time. The Employee will provide two (2) months written notice prior to his anticipated return.
- 24.6 The Compassionate Care Leave provisions of the Employment Standards Code will apply to the employees covered by this collective agreement.

ARTICLE 25 - PARENTAL LEAVE

- 25.1 Maternity and paternity leave shall be granted in accordance with *The Employment Standards Code*.
- 25.2 Time spent on maternity and parental leave shall count as service for the employee for the purpose of all contract benefits, except accrual or continuation of benefits, during the period of the leave.
- 25.3 Upon completion of the leave an employee shall be immediately reinstated to her original or comparable position, in the same department worked before the leave, subject to Article 12 (layoff and recall).

ARTICLE 26 - SICK LEAVE

- 26.1 Upon completion of the probationary period, all employees covered by the terms of this Agreement, when absent from work due to illness or accident, will be compensated by the Employer as follows:
- 26.2 when not covered by Workers' Compensation or Unemployment Insurance benefits or while being in the waiting period of the Employer's group disability insurance plan, up to a maximum of twelve (12) working days per calendar year and in subsequent years, up to four (4) days may be carried forward if unused in the preceding calendar year, in addition to the twelve (12) for that subsequent year, upon the following terms and conditions:
- (i) the employee must have been unable to work due to illness or injury; and
 - (ii) the employee must give as much notice as practicable to the Employer of his inability to attend work;
 - (iii) part-time employees who have worked a minimum of 15 out of the immediately preceding 30 days, are entitled to receive pay for the hours they normally would have worked had they not been sick, to a maximum of 8 days.

- (iv) The employer reserves the right to request a doctor's certificate at the employer's expense.

26.3 Up to three (3) days, within the entitlement granted in paragraph 26.2 above, may be used to attend to illness of children or family emergencies.

ARTICLE 27 - BEREAVEMENT LEAVE

27.1 An employee shall be granted up to five (5) days bereavement leave with pay to attend the funeral of any member of his immediate family, or his mother or father, sister or brother, father-in-law or mother-in-law. Three (3) days with pay will be granted to attend the funeral of grandparents, brother-in-law or sister-in-law.

27.2 Immediate family for the purpose of this Article shall include a same-sex spouse and the family of a same-sex spouse.

27.3 Active pallbearers shall be given time off with pay to fulfill their duties up to a maximum of half a day and the Employer may request verification from the employee.

27.4 Miscarriage of an employee's child will entitle the employee to a leave of absence with pay of up to three days.

ARTICLE 28 - JURY DUTY

28.1 All employees called for jury duty, or as witnesses in Court of Queen's Bench or higher, shall be paid the difference between their base rate of wages and the allowance paid by the courts. When presence in court is not required the employee shall report for work.

28.2 When an employee is working a night shift during the period that he is serving on jury duty, he shall be excused from the total shift within twenty-four hours prior to any day on which he or she has been required to appear for jury selection or duty.

ARTICLE 29 - HOURS OF WORK

For the purposes of this Agreement, the standard work week for full-time employees will be five (5) days of seven and one-half (7 ½) hours each or thirty-seven and one-half (37 ½) hours, excluding the lunch period as per Article 19.

ARTICLE 30 - CALL-BACK

Employees called back after having left the office shall be paid \$5 for such call-back and overtime rates for all time worked after such call-back. Called back employees shall receive a minimum of 3 hours' pay at overtime rates.

ARTICLE 31 - OVERTIME

- 31.1 Overtime hours worked by an employee and authorized in advance by the Employer shall be compensated at the rate of 1.5 times the hourly rate for that employee (the employee's weekly salary divided by 37.5) for the first four (4) hours of overtime on any day and double-time thereafter for further overtime work on that day, in cash or the equivalent time off at the Employer's option. For the purpose of determining an account executive's hourly rate, the guaranteed draw per week for an account executive shall be deemed to be his weekly salary.
- 31.2 Employees who work overtime will be permitted to bank their overtime up to ten (10) days off. No employee shall have more than ten (10) days of banked time at any given point. An employee wishing to take a banked day off will indicate to the Employer with reasonable notice the day which the employee wishes to take off, and the Employer will grant the day off if it can be done without the Employer having to incur an overtime obligation to another employee. An employee shall have the right to convert banked overtime into pay after it is 12 months old.
- 31.3 Overtime shall apply after the standard work week of 37.5 hours or 7.5 hours per day.

ARTICLE 32 - TURNAROUND

Where less than eight (8) hours have elapsed between scheduled shifts, overtime rates will be paid for all hours worked by that full-time employee during the turnaround period.

ARTICLE 33 - LABOUR-MANAGEMENT COMMITTEE

The parties agree to establish a labour-management committee, representing the employees and the Employer in equal numbers, to discuss issues of concern to them, other than grievances. Upon request of either party, the committee shall meet.

ARTICLE 34 - SENIORITY

- 34.1 A seniority list will be maintained in accordance with Article 6, indicating the length of continuous service with the Employer for each employee in the unit. Employment shall be deemed continuous unless interrupted by any of the following in which case employment will be deemed terminated:
- (a) dismissal for just cause;
 - (b) layoff of 12 months or more without recall;
 - (c) resignation;
 - (d) retirement; or
 - (e) failure to return to work upon recall; or
 - (f) absent without leave for three (3) consecutive working days.

- 34.2 Senior employees in each department shall have first choice of vacation subject to production necessities as determined by the Employer.

ARTICLE 35 - DISCIPLINE, SUSPENSION AND DISMISSAL

- 35.1 The Employer shall discipline, suspend or dismiss an employee who has attained seniority only for just cause. A written warning or notice of suspension or dismissal shall be in writing and shall contain the reasons for the warning, suspension or dismissal, and shall be given to the employee concerned and the Union.
- 35.2 An employee's reply to such discipline shall become part of the employee's personnel file. Any discipline that is more than twenty-four (24) months old will not be used in any arbitration proceeding unless a second similar offence has occurred during the said period.

ARTICLE 36 - TRANSFERS

An employee transferred by the Employer to a lower classification, other than a disciplinary demotion, shall maintain his rate of pay at the same level until the rate for work in the lower classification exceeds his rate, at which time his rate shall be as determined for that lower classification.

ARTICLE 37 - VACANCIES & PROMOTIONS

- 37.1 Present employees will receive first consideration for vacancies in higher classifications before external applicants. Employees must apply for such vacancies in accordance with the provisions of Article 8 - Job Posting in order to qualify for consideration.
- 37.2 All promotions and voluntary transfers are subject to a trial period of 60 days worked, which may be extended up to an additional 60 days worked by agreement with the Union. During this trial period the employee may revert to his/her former classification of service or may be returned (or transferred) by the Employer.
- 37.3 An employee who is promoted or transferred to a classification outside the bargaining unit may during the first thirty (30) working days elect to return to the bargaining unit or may be returned by the Employer without loss of seniority. If returning to the bargaining unit, the employee(s) affected will be returned to his/her former position, former rate of pay, level of benefits, etc., and if this causes a layoff, it shall be the employee who is newly hired to take his/her place who is laid off. Wage rates for newly created classifications shall be consistent with negotiated rates in comparable classifications.
- 37.4 Employees shall have the right to refuse promotion.

ARTICLE 38 - EMPLOYEE BENEFIT PLANS

The Employer agrees to provide a Group Insurance Program for full-time non-probationary employees. For purposes of this Article, 'salary' is to be defined as the employee's gross T4 earnings for the previous calendar year. Employee premiums are to be allocated to Long Term Disability with any excess premiums to the other benefit categories. Any increases to the benefit premiums subsequent to the date of this Agreement are to be borne 60% by the Employer and 40% by the Employees, otherwise the premiums as they exist are to be shared on a 50/50 basis.

<u>BENEFIT</u>	<u>COVERAGE</u>
Life Insurance	2x salary (max. \$250,000) Basic & Accidental Death & Dismemberment
Weekly Indemnity	*75% of weekly earnings - taxable (maximum salary of \$48,500)
Long Term Disability	*75% of monthly earnings – non-taxable (maximum salary of \$85,000)
Dental Care	80% of basic with an annual maximum of \$1,000 per covered person. Effective August 1 st , 2008: increase to 90 % of basic with an annual maximum of \$1,000 per covered person. *50% of major with an annual maximum of \$1,000 per covered person *50% orthodontic with a life time maximum of \$1,500 per covered person and a \$25/\$50 deductible per year (single coverage/dependent coverage).
Extended Health	80% reimbursement and a \$25/50 deductible per year (single coverage/dependent coverage)
Vision Care	The Company will provide vision care benefits in the amount of \$150 per plan participant, once every twenty-four (24) months. Effective August 1 st , 2008: this shall increase to \$200 per plan participant, once every twenty-four (24) months.

*Spouse for the purpose of the eligibility for Benefit Programs will include same-sex spouse.

In the application of the above listed benefit coverage, the terms and conditions of the actual policies or plans shall govern in the administration of the various benefit entitlements. The benefit levels themselves will be as outlined in the collective agreement herein. Should the Employer change benefit providers during the life of this agreement, the Employer commits to continue the above benefit levels in their present or no less beneficial form.

ARTICLE 39 - FULL SHIFT

No full-time employee shall be paid for less than a full shift, and no part-time employee shall be paid for less than three (3) hours when beginning work at his or her scheduled reporting time except when suspended or discharged for cause or excused at the employee's own request, or for reasons beyond the control of the Employer.

ARTICLE 40 - SEVERANCE PAY

In the event of a consolidation (including consolidation of work in the Sun Media chain), merger, termination of publication, or closure of a department, all full-time employees with at least one year of service shall receive severance pay equal to two and one half (2.5) weeks pay for each year of service, to a maximum of twenty-six (26) weeks pay, provided that upon payment being made, employment shall be deemed terminated and all recall rights lost.

ARTICLE 41 - SUBCONTRACTING

Subcontractors or subcontracting shall not be used when such use would result in the dismissal of any employee covered by this Agreement.

ARTICLE 42 – HUMANITY FUND

42.1 The Humanity Fund is an independent non-profit corporation and is an officially registered charitable foundation under the Income Tax Act. The CEP Humanity Fund is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructures as well as to encourage self-sufficiency.

On behalf of employees, the Employer agrees to submit to the CEP Humanity Fund, employee contributions in an amount equal to \$.01 for each hour worked by all employees in the bargaining unit. However, for the purposes of deduction from the company's payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union. The amount shall be paid on the same schedule as the dues to the Union. The Union will provide a letter on quarterly remittances.

ARTICLE 43 - TEMPORARY OR PART-TIME WORKERS

43.1 A part-time employee is one who is hired to work regularly less than the work-week provided within this agreement, whereby if an employee's regular work hours are more than 85% of regular full-time hours within any given calendar year they will be deemed to be full-time and will be afforded that status. The Company on an annual basis will examine the hours worked by part-time employees to determine their status for this purpose.

43.2 A temporary employee is one employed for a special project or for a specific time, in either case not to exceed 6 months, except by mutual agreement and temporary employees whose continuous service exceeds 3 months shall, for the purposes of eligibility under the employees' benefit plan only, be deemed to be full-time employees.

- 43.3 Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.
- 43.4 In the event of a part-time or temporary employee becoming full-time employee, s/he shall be credited with the time previously served.

ARTICLE 44 - BENEFITS FOR PART TIME EMPLOYEES

- 44.1 Part-time employees who worked at least thirteen hundred (1300) hours during the previous calendar year shall qualify for all benefits under General Article 38 and who worked at least eight hundred and fifty (850) hours shall qualify for Bereavement Leave as per General Article 27 and the following benefits:
- Wage premium of \$0.25;
 - Payment for all general holidays shall be in accordance with The Employment Standards Code.
 - Life insurance of \$5,000 (subject to approval from insurer)
- 44.2 If an employee earned the above benefits in the preceding calendar year but failed to meet the 1300 hours to qualify for all benefits under Article 38 or 850 hours to qualify for Bereavement Leave as per General Article 27, and wage premium of \$0.25 and payment for all general holidays in accordance with The Employment Standards Code, and life insurance of \$5,000, he/she shall lose the above benefits for the following calendar year. However once an employee has achieved 5,000 hours, the employee must work at least 700 hours in the current calendar year to retain the above benefits for the following calendar year.
- 44.3 In calculating hours worked in a year, an absence due to paternal leave, extended illness and a workers compensation claim, the Employer shall credit the hours based on an average number of hours worked in the six (6) months preceding the leave times the number of weeks missed while on leave.

ARTICLE 45 – RETIREMENT PLAN

Effective January 1, 2008, the Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan) 4.20 % of the weekly wages for each employee covered by this agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made on all employment-related income as follows: regular wages and salary, sick leave, vacations, union leave, paid holidays, bereavement leave and jury/crown witness duty. The union agrees that the Employer incurs no liabilities to the CEP Plan beyond the negotiated contribution rate even if the Employer terminates its participation in the Plan during the collective bargaining process. The Union agrees the Employer will not have any obligation with respect to either administrative costs or any deficit incurred by the Plan, or any costs associated with potential windup of the Plan. In addition, the Union agrees that the Employer will not have any obligation under the Plan directly to members of the Plan. The Plan is administered jointly by Union and Employer trustees.

The Employer has not entered into any other agreements with the Union in connection with the Plan or made any representations to the Union with respect to the Plan.

Effective January 1, 2008, the Employer shall contribute 4.20 % of the weekly wages for those employees of the Employer as at August 1, 2005, who are enrolled in the Group RRSP offered by a third-party carrier through the Employer. Contributions shall be made on all employment-related income as follows: regular wages and salary, sick leave, vacations, union leave, paid holidays, bereavement leave and jury/crown witness duty. Employees in the Group RRSP have a once annual opportunity to join the CEP Multi-Employer Pension Plan. Once enrolled, the employee may not opt to withdraw from the Plan and return to the RRSP offered by a third-party carrier through the Employer. All employees hired after August 1, 2005 shall be enrolled in the CEP Multi-Employer Pension Plan.

Effective January 1, 2009, the Employer agrees to increase the contribution rate to 4.40 % for both the CEP Plan and Group RRSP.

Effective January 1, 2010, the Employer agrees to increase the contribution rate to 4.60 % for both the CEP Plan and Group RRSP.

LETTER OF INTENT RE: LAYOFFS

The Employer and the Union agree that notwithstanding any term in the renewal collective agreement attached for the period January 1, 2008 to December 31, 2010 inclusive, there will be no layoffs during that period of time of any employees hired in the department as of December 31, 1996 except in the event of termination of publication by the Employer. Seniority will govern the order of layoff in the classification where layoff occurs. If recall occurs within twelve (12) months of the layoff, it shall be done in reverse order of layoff within the classification which is subject to recall. This letter expires at midnight December 31, 2010 and has no life after that date by operation of law or otherwise.

LETTER OF UNDERSTANDING RE: Post Age 65 Employment

Notwithstanding Article 38 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 long-term disability coverage.

LETTER OF UNDERSTANDING RE: ONLINE WORK

The Employer acknowledges that the creation of local editorial content for use in online activities is primarily provided by bargaining unit staff.

Employer

Union

ADVERTISING DEPARTMENT

ARTICLE 1 - ACCOUNT EXECUTIVES

- 1.1 The Employer maintains that persons hired as account executive have responsibilities which fall outside of the concept of overtime, and as such, Article 31 of the present Agreement is not applicable to account executives except if an account executive is required by the Employer to attend special meetings, work evenings, or weekends that do not directly increase his ability to earn commissions, then an account executive shall be reimbursed at overtime rates and the remuneration structure for account executives is a reflection of this. It is therefore to be understood that their remuneration constitutes payment in full for all hours worked including hours worked over 7.5 hours in a day or 37.5 hours in any 7 day period. Account executives are required to and expected to work irregular hours and sometimes over 7.5 hours in a day and over 37.5 hours in a 7 day period.
- 1.2 The Employer shall treat all account executives in a manner that is not discriminatory, arbitrary, or in bad faith regarding account dispersal, budget goals, sales training, workshops, and sales assistance from the managers.

The Employer shall have the ability to create Specialty Categories for Account Executives with respect to sales accounts, but the creation of such Specialty Categories shall not include active accounts of Account Executives. Accounts associated with the Specialty Categories shall have that category as their principal business. Special Categories shall not unreasonably restrict the ability of all Account Executives to increase sales.

The Employer will continue its practice of the account draft and rotating distribution of "bluebird" accounts. For the purpose of the account draft, accounts which have not been active for six (6) months shall be eligible for the draft. Account Executives shall also be entitled to protect twenty (20) ROP clients for a period of 90 days and five (5) limited seasonal accounts for a period of one (1) year.

The Company agrees that the current account list that has been established and serviced by each account executive can be changed providing an account or accounts of equal or greater value are exchanged. This clause does not apply in those cases where accounts are moved at the request of a client.

In the event that a Local Account Executive's existing account becomes a Multi-Market Retail account, the Company is required to assign the account to the Local Account Executive for maintenance.

An automotive market account executive on staff as of July 6, 2008 will retain their current local automotive accounts.

- 1.3 Where a client's account is written off as a bad debt, the commission paid will be charged back to the account executive for the excess of such amount over the client's credit limit. The account executive will not be charged back any amount if the client's credit limit was exceeded by written authorization of management. The amount charged back will not include taxes or service charges and will not exceed the amount of

commission paid to the account executive for the total amount of the account. The Employer must process credit applications within seven (7) business days of being handed in. The account executive shall be notified, in writing, of the credit application's approval and credit limit.

Should an error in an advertisement occur, the account executive and the Employer will try to remedy the situation with the customer (eg. make good ads). The account executive will receive full commission provided they, or their designate, have adhered to all associated company policies and procedures.

1.4 Sales commissions will be paid monthly to account executives based on the following criteria:

- (a) Sales commissions are payable to employees upon publication only;
- (b) All existing Account Executives at July 6, 2008 shall be entitled to a weekly guaranteed draw against commissions as outlined in article 4, Remuneration;
- (c) Sales representatives shall be paid a commission based on a percentage of the previous years' account list revenue. Total commissions earned in the prior twelve month period will be adjusted to exclude new clients incentives, vacation pay, car allowance, and any other non-commission payments made in the period.

Effective January 1, 2009, the commission plan structure shall be as follows:
8% paid on all sales from zero dollars up to previous year's account list revenue.
10% paid on all sales, back to the first dollar when revenue surpasses 3% of previous year's account list revenue.

12% paid on all sales, back to the first dollar when revenue surpasses 6% of previous year's account list revenue.

14% paid on all sales, back to the first dollar when revenue surpasses 9% of previous year's account list revenue.

On line/ internet sales are paid 12% commission on all sales from zero to the previous year's account list revenue amount.

On-line /internet sales are paid 16 % back to the first dollar when previous year's account list revenue is surpassed.

New hires shall be paid on a bi-weekly basis at an equivalent annual salary of \$40,000.00 for the first twelve months.

- (d) Account Executives who are away on sick leave as defined by Article 26.2 will continue to accrue commissions on their account list. An account executive's "buddy" will be required to service the account executive's account list without additional remuneration for no more than five (5) consecutive working days. Thereafter, management will service the account list on behalf of the account executive.
- (e) Payment of vacation entitlement for account executives will be based on each account executive's total remuneration as of December 31st of the previous calendar year. The account executive shall earn the greater of his weekly draw and commissions generated on his account list, or their vacation pay entitlement during their vacation absence.

- (f) Temporary Appointments. In the event that an account executive is requested to handle an account due to a vacancy of a position, the commissions shall be paid at 8 %, and the revenue shall not be credited towards the Account Executive's budget goals and incentives.
- (g) Account Executives shall receive one-half of their regular rate in the event that one of their regular accounts purchases advertising in the newspaper, or a special section, or insert of the newspaper which has been sold by someone other than the account executive who regularly services the account. The remaining commission will be paid to the selling Account Executive.
- (h) For the purpose of determining an account executive's hourly rate, the guaranteed draw per week for an account executive shall be deemed to be his weekly salary.
- (i) The Employer shall pay a one-time only 5% fee of the original sale to an account executive when he/she brings in a commercial print job for Winnipeg Sun Commercial Print.

1.5 The following are definitions of the main categories of advertising clients for purposes of the determination of sales jurisdiction. In general, accounts are categorized based on their decision-making locale and process, the category of product or service, the structure of their rate agreements, the geographic distribution of sales and the degree by which newspaper management must be involved in the sales process.

The language and definitions below shall apply to all account executives, except those who were account executives in the advertising department on January 1, 2002 or prior, and those employees will be 'grand-fathered' in regards to existing Multi-Market Retail accounts and Maintenance Accounts. When an account list moves to another account executive or goes into a draft the category of the accounts will not be changed from the designation with the previous account executive if the advertising decisions are made outside the province of Manitoba.

Account Definitions:

- 1) National Accounts - A National Account is any advertising client where final approvals are made outside the province, or an account that is primarily serviced by Sun Media Corporate Sales offices outside of Manitoba.
- 2) All government advertising (federal, provincial, and civic) are National accounts, including crown corporations.
- 3) Multi-Market Retail Accounts (formerly National Retail) – These accounts have local retail outlets and other regional outlets, however their advertising decisions (eg. Setting budgets, negotiating and approval of rates, deciding ad content and placement, and payment of invoices) predominantly require the approval of a head office which is outside the province of Manitoba.
- 4) Local Retail Accounts – The accounts have retail outlets or offices that are located in the province of Manitoba and where advertising decisions (eg. Setting budgets, negotiating and approval of rates, deciding ad content and placement, and payment of invoices) are predominantly made locally.

- 5) A Credit Application form must be sent out to each new customer prior to the first booking of the ad is made. Based on the information in the completed credit application and once approved, the employer will determine where the advertising decisions are made and if the account is a National or Local account. If additional information is required, the employer will contact the customer.
- 6) Calls from clients that normally reside outside the province will be turned over to the employer immediately. The employer will assign local leads to a local Account Executive.
- 7) Maintenance Accounts – The employer from time to time may request the assistance of a local Account Executive to offer service and follow-up to a Multi-Market Retail Account. This request for assistance of such an account shall be made without precedent or prejudice. The local Account Executive must request the approval of the employer prior to making sales decisions such as special promotions, changing rates, content, etc. regarding this Multi-Market Retail Account. The Local Account Executive will be paid a 3% service fee based on the revenue generated. In no instance will a Maintenance Account be considered part of a protected account list of the Local department.

Classified Accounts – Classified Advertising consists largely of real estate, help wanted and automotive advertisements – the most cyclical components of the economy. The category includes agate line ads, classified display ads (a display ad with a border, positioned in the classified section of the newspaper) and Co-op ads (an ad with the manufacturers trademark, eligible for co-op reimbursement).

- 8) Contra Definition
Contra will only be recognized and compensated where usable goods or services with a cash value are received by The Winnipeg Sun from an advertising client for use by The Winnipeg Sun itself or as a prize in one of its contests in exchange for client advertising in the newspaper (i.e. advertising which the client would normally purchase from The Winnipeg Sun). To be eligible for payment of commission, any such contra must be pre-approved by the Director of Advertising.

Contra Commission

Commission on contra will be paid to an account executive only where the client providing the goods or services is on that account executive's active account list at the time of publication. The amount of commission shall be based on the account executive's normal percentage rate of commission on the actual cash value of the goods or services received by The Winnipeg Sun, but only to the extent that such cash value has been allocated to advertising. It is the account executive's obligation to establish, to The Winnipeg Sun's satisfaction, the cash value. The extent of the advertising or other space in the newspaper involved in the exchange is not relevant to the calculation of commission.

- 9) An automotive account is any client who sells or resells motorized vehicles.

- 1.6 If a holiday falls on a non-publishing day, an account executive, whose remuneration includes commissions, will be paid for that holiday commissions equal to his daily average vacation rate established for that year. If a holiday falls on a regular publishing day, the holiday pay shall be deemed to be the commissions earned from that publication.

ARTICLE 2 - TRANSPORTATION AND OTHER EXPENSES

- 2.1 Where an account executive is required by the Employer to use his own automobile during the course of his employment (not including transportation to and from his home), he shall be compensated at the rate of \$415 per month effective July 6, 2008.

Effective January 1, 2009, the rate will increase to \$425 per month.

Effective January 1, 2010, the rate will increase to \$435 per month.

- 2.2 Where another employee is required by the Employer to use his own automobile during the course of his employment or receives permission from the Employer to do so (not including transportation to and from his home), the employee shall be compensated at the rate of \$0.42 per kilometre effective July 6, 2008. Effective January 1, 2009, the rate shall be \$0.43 per kilometre and effective January 1, 2010 the rate shall be \$0.44 per kilometre.
- 2.3 Dependable transportation is a condition of employment for account executives. An employee who is required to use his/her car in the course of employment, shall have the appropriate insurance and valid driver's license.
- 2.4 Expenses will only be reimbursed if a detailed claim is submitted within fourteen (14) days after the month in which the expense was incurred. Expense reports require the approval of the Employer prior to being paid.
- 2.5 The employer shall supply proper photographic equipment to perform all required assignments.

ARTICLE 3 - CLASSIFIED

The following rules shall apply to employees in the Classified Department:

- 3.1 Classified salespeople shall be paid a monthly commission of 6% of the value of their sales in the month if they do not meet their budget. This percentage will become 8.0% if their sales in the month are between 100% and 110% of budget. Finally, the commission rate shall become 9.0% if the sales in the month exceed 110%.
- 3.2 The Employer shall not transfer set salesperson's accounts between Retail and Classifieds. Sales accounts shall not be transferred from commissioned staff to non-commissioned staff.

Once annual budgets are allocated, the salespeople will sell into those areas, and should a change be necessitated their budget will not be adversely affected, and additional sources of sales revenue will be provided.

- 3.3 Where a client's account is written off as a bad debt, actual commission paid of the excess of such amount over the client's credit limit will be charged back to the salesperson. Should an error in an advertisement occur, the salesperson and the Employer will try to remedy the situation with the customer (eg. make good ads.) The salesperson will receive full commission provided they, or their designate, have adhered to all associated company policies and procedures.
- 3.4 Classified salespeople who are away on vacation or on sick leave (as per Article 26.2) will continue to accrue commissions on their territory. Payment of vacation entitlement for classified salespeople will be based on each salesperson's base salary and commission as of December 31 of the previous calendar year.
- 3.5 All employees will receive a monthly bonus of \$75 if the department's budget is met in a month. An additional \$75 per person will be paid if the department reaches target. In addition, Ad Takers will be paid \$100 based on achieving their individual monthly budgets.
- 3.6 Annual budgets will be provided to each salesperson and monthly budgets will be provided to each adtaker as soon as practicable.

ARTICLE 4 – REMUNERATION

Weekly Wage Rates	<u>Jul 6/08</u> 2.0%	<u>Jan 1/09</u> 2.0%	<u>Jan 1/10</u> 2.0%
Account Executives – Guaranteed Draw Again Commissions			
Start	\$499.52	\$509.51	\$519.70
After one year	\$570.89	\$582.31	\$593.96
After two years	\$642.25	\$655.10	\$668.20
After three years	\$713.63	\$727.90	\$742.46
Classified Sales – Plus Commissions			
Start	\$363.95	\$371.23	\$378.65
After one year	\$400.33	\$408.34	\$416.51
After two years	\$440.37	\$449.18	\$458.16
After three years	\$484.42	\$494.11	\$503.99
Computer Operators Classified/Photographers			
Start	\$413.93	\$422.21	\$430.65
After one year	\$455.31	\$464.42	\$473.71
After two years	\$500.82	\$510.84	\$521.06
After three years	\$532.65	\$543.30	\$554.17
Supervisor	\$575.94	\$587.46	\$599.21
Dispatch			
Start	\$587.96	\$599.72	\$611.71
After one year	\$612.45	\$624.70	\$637.19
After two years	\$641.87	\$654.71	\$667.80
After three years	\$666.34	\$679.67	\$693.26
After four years	\$690.86	\$704.68	\$718.77
After five years	\$721.49	\$735.92	\$750.64
Coordinators			
Start	\$472.99	\$482.45	\$492.10
After one year	\$518.03	\$528.39	\$538.96
After two years	\$563.08	\$574.34	\$585.83
After three years	\$618.74	\$631.11	\$643.73

* Retroactive pay of 2.00 % will be paid to all employees covered by this collective agreement upon ratification, for all hours worked since January 1, 2008 to date of ratification.

A1

LETTER OF UNDERSTANDING: RE: ACCOUNTS MOVED AT THE REQUEST OF A CLIENT – ADVERTISING DEPARTMENT

The following process will take place in the event that an advertiser requests a change to his/her advertising sales rep:

1. The Director of Advertising will meet with the sales rep to inform him/her that a request has come forward.
2. The Director of Advertising will contact the client and determine the issues.
3. The Director of Advertising will meet with said sales rep to discuss the client's issues and solutions.
4. The sales rep will be given a period of 30 days to rectify the issues. If the issues have not been addressed to the client's satisfaction by the end of the 30 day period, the account will be moved with out an account of equal value given to the sales rep.

A2

LETTER OF UNDERSTANDING:RE: TEMPORARY APPOINTMENTS – CLASSIFIED DEPARTMENT

An employee may voluntarily accept an appointment by the Employer on an acting basis, to a management position for up to six (6) months, at a rate calculated at 115% of the straight time hourly rate. All benefits shall continue and seniority shall accrue as if such employee were still in the bargaining unit. After the assignment is over or in the event the Employer or the employee wishes the assignment to discontinue, the employee shall return to his/her position in the unit at his/her former rate of pay, level of benefits, etc.

A3

LETTER OF INTENT RE: SUMMER RELIEF STUDENTS

The Employer may employ up to 3 summer relief students (one per department) to work in the advertising department. Summer relief students are students who have not yet completed their degree or have completed their degree less than 6 months ago and are seeking employment for the summer period (May 1 to September 1). The Employer acknowledges that hiring such students will not result in the dismissal of a full-time worker.

Summer relief students will not form part of the bargaining unit and as such will not be required to join the Union or be entitled to the benefits of this collective agreement.

A4

LETTER OF UNDERSTANDING RE: CLASSIFIED LUNCH PERIOD

The lunch period break as referred to in Article 19 shall not apply to Classified department for shifts of five (5) hours.

A5

LETTER OF UNDERSTANDING RE: NATIONAL SALES Representative

The National Sales Representative shall be a separate classification and wage rate. Current incumbent Jennifer Walker shall keep all of her current accounts. The advertising decisions for any new accounts for this classification shall be outside Manitoba. The commission rate shall be 7.1 per cent. This classification shall be covered by Collective Agreement Article 2 Transportation and Other Expenses.

A6

LETTER OF UNDERSTANDING RE: PROCESS FOR PROTECTING ACCOUNTS

An Account Executive (A/E) will send an email to the Employer stating which accounts that A/E wishes to place on his/her Protected List, as contemplated by Article 1.2 of the Advertising section. The A/E must provide the following particulars: business name, address, type of business, contact name and phone number. The Employer will advise the A/E that the account has been put on the list.

The Employer will notify the A/E if the account is unprotectable and provide the reason why. If the Employer receives more than one request to protect a specific account on a protected list, the first email received will be accepted.

A/E's will not enter accounts onto their protected list by themselves on any Employer computer system. Only protected accounts administered according to the above process shall be considered "protected."

A7

LETTER OF UNDERSTANDING RE: VACANT ACCOUNT EXECUTIVE POSITION

When an Account Executive's employment is terminated, the Employer shall keep intact that Account Executive's current account list if it is the intent of the Employer to replace the Account Executive. The Employer will have up to 90 days to replace the Account Executive upon which time, if the Employer fails to replace the Account Executive, these accounts shall become eligible for the regularly scheduled draft or a special dispersal draft (whichever comes first), unless the Employer requires a 30 day extension.

If the Employer does not intend to replace the Account Executive, then the accounts on the list shall become eligible for the regularly scheduled draft or a special dispersal draft (whichever comes first).

Employer

Date

Union

Date

MAILROOM

Article 1 – Hours of Work

- 1.1 The Employer shall post a part-time schedule by no later than Tuesday noon (or Monday if Tuesday is a holiday) for the following week, which must be filled in by Thursday 11:00 p.m. All part-time employees may select up to 30 hours per week, up to 7 ½ hours per day. Any additional open shifts, beyond the 30 hours, shall be chosen on a seniority basis up to a standard 37½ hour work week. Any hours additional to those scheduled will be offered on a call in basis. Where hours are reduced below those scheduled, employees are to be notified as soon as practicable. The above conditions will not be applicable in unforeseen circumstances.

Article 2 – Days Off

- 2.1 The Company agrees to make every reasonable effort to schedule Mailroom employees so that they regularly get consecutive days off, but such schedules may be changed, where necessary, upon as much notice as is practicable.

Article 3 – Seniority

- 3.1 Part-time seniority shall be determined by accumulation of hours worked in the preceding calendar year. These hours shall be added to the previous years' seniority list total of hours to produce a current up to date list. A seniority list of part-time employees shall be given to the Union at the beginning of every year.
- 3.2 Senior employees shall have first choice of shifts and days off, within their classification, subject to production necessities as determined by the Employer.

Article 4 – Person In Charge

- 4.1 Management will appoint a member of the crew to be the person in charge of the crew. The person in charge so appointed shall receive an additional payment to cover the shift, calculated at 115% of the straight time hourly rate.
- 4.2 Employees who regularly work as the Person in Charge, shall receive the applicable additional payment for the purpose of calculating vacation pay, general holiday pay, sick pay and bereavement leave. This calculation shall apply only to those who perform 50% or more of their working time as the Person in Charge, as determined from the immediately preceding 12 months.

Article 5 – Uniforms

- 5.1 The Employer shall supply a smock to each part time employee for use solely during working hours and to be maintained by the employee. The Employer will also supply and maintain three (3) sets of uniforms for full time employees for use solely during working hours. If an employee should bring in a smock or uniform (as applicable) which has been worn out in the course of work, the Employer will supply a new apron or uniform at its expense in exchange for the old one. The Employer will also make available a supply of coveralls for use by employees as required.

- 5.2 Ear protection shall be supplied and worn in accordance with Workplace Safety and Health regulations to all employees working within the pressroom/mailroom areas.
- 5.3 Rubber mats shall be provided to all employees required to perform their duties in areas with cement floors.
- 5.4 The Employer shall provide \$125.00 every twelve (12) months or \$250 every twenty-four (24) months as payment for safety boots for all full-time employees. Part-time employees who have been employed for six (6) continuous months shall receive 50 % of the above reimbursement, and shall receive the balance after completion of one (1) year of continuous service. The above shall apply where health and safety regulations deem safety footwear is required.
- 5.5 The Company agrees to provide a clean, private and well-ventilated change room with lockers for mailroom employees (one (1) locker room for male employees and one (1) locker room for female employees), that is accessible by employees only.

Article 6 – Full Time Employees

- 6.1 The Employer, when reducing hours of work in the unit, agrees not to reduce the regular scheduled hours of job classification Bindery I and Bindery II for the purpose of engaging in additional job classification Bindery III.

Article 7 – Shift Premium

- 7.1 All complete hours worked by staff between the hours of 10:30 p.m. and 6:00 a.m. will generate a shift premium. The shift premium for completed hours is \$1.25.

Article 8 - Inserting Machine Operators

- 8.1 When the inserting machines are running there shall always be two operators on site (one per machine), both to be paid the full rate.

ARTICLE 9 - WAGES

<u>Classification</u>	<u>Jul 6/08</u> 2.0%	<u>Jan 1/09</u> 2.0%	<u>Jan 1/10</u> 2.0%
Bindery 1 (Technician)			
Start	\$14.65	\$14.94	\$15.24
After 1	\$15.77	\$16.09	\$16.41
After 2	\$16.90	\$17.24	\$17.58
After 3	\$17.46	\$17.81	\$18.17
After 4	\$18.02	\$18.38	\$18.75
Bindery II			
Start	\$12.44	\$12.69	\$12.94
After 1	\$13.12	\$13.38	\$13.65
After 2	\$13.79	\$14.07	\$14.35
After 3	\$14.45	\$14.74	\$15.03
Bindery III			
Start	\$9.77	\$9.97	\$10.17
After 488 hours	\$10.44	\$10.65	\$10.86
After 975 hours	\$11.12	\$11.34	\$11.57
After 1,950 hours	\$11.78	\$12.02	\$12.26
After 3,900 hours	\$12.44	\$12.69	\$12.94

* For those employees above scale the % increase shall be applied to their current rate of pay.

** The wage premium for a Bindery 1 Technician operating the Stitcher/Trimmer, Folder, Cutter and Inserting Machine shall be \$1.50 per hour.

*** Retroactive pay of 2.00 % will be paid to all employees covered by this collective agreement upon ratification, for all hours worked since January 1, 2008 to date of ratification.

B1

LETTER OF UNDERSTANDING RE: JOB DESCRIPTIONS

Bindery Class I Machine Operators

- Operate and maintain all equipment within the department.
- Training of other people on equipment as needed or directed.
- Set up and maintain proper maintenance schedule.
- Trouble shoot and solve job-related problems.
- Keep equipment and surrounding area clean and safe.
- Loading procedures for all newspapers; mailing and sorting.
- Forklift operations.
- Assist wherever possible with all other bindery functions.
- Other duties as assigned.

Bindery Class II

- Assist in operation of all equipment within the department.
- Set up and operate all small equipment.
- Trouble shoot and solve job-related problems.
- Maintain surrounding work area in clean and safe condition.
- Assist wherever possible with all other bindery functions.
- Other duties as assigned.

Bindery Class III

- Set up and perform all hand-related jobs e.g. collating, inserting, padding, tying, bagging, counting, and jogging etc.
- Operate all small bindery equipment e.g. punches, tying machine, counterveyors and hand stitchers, etc.
- Maintain a clean and safe work area.
- Other duties as assigned.

B2

LETTER OF UNDERSTANDING RE: DEPARTMENTS

For the purposes of Article 12, the classifications defined in this Agreement are further defined to include two departments: Web and Sheetfed. Former Sanford Evans employees are in the Sheetfed department and former Winnipeg Sun employees are in the Web department. In the event of layoff, the employee in the department affected by the layoff may not exercise any bumping rights in any other departments.

B3

LETTER OF UNDERSTANDING RE: SHIFT SELECTION

Part-time persons on leave of absence for vacation will be allowed to call to their Supervisor to choose shifts for the following week.

B4

LETTER OF UNDERSTANDING RE: PARENTAL LEAVE

The Employer agrees to credit part-time employees with seniority when absent due to parental leave. Seniority will be based on the weekly average number of hours worked in the six (6) months preceding the leave times the number of weeks missed while on leave. These hours will not be included for the purpose of Article 2 (Wages) for the progression on the wage schedule, or any other applicable articles.

B5

LETTER OF UNDERSTANDING RE: MAILROOM SCHEDULING

Notwithstanding Article 29 of the main agreement, the current practice of scheduling twelve (12) hour shifts in the mailroom shall continue based on the mutual agreement of both parties.

B6

LETTER OF UNDERSTANDING RE: BINDERY 1 JOB POSTING

Part-time mailroom employees shall be given first consideration for the next job posting for a full-time Bindery 1 position.

B7

LETTER OF UNDERSTANDING RE: OVERTIME

When practical, overtime hours in the commercial bindery shall be offered on a rotating basis among the available employees in attendance on the shift. Those not in attendance on the shift do not lose their place in the rotation.

B8

LETTER OF UNDERSTANDING RE: JOHN MEDERIOS

The Company and the Unions agree to the following:

1. This agreement is without prejudice and without precedent and will not be referred to in any other matter;
2. Mr. Mederios will be hired, on a full-time basis, in a Bindery I position in Local 191;
3. Mr. Mederios will be allowed to work as a Feeder in Local 900G from time to time at his current rate of pay;
4. Mr. Mederios will hold seniority only in Local 191;
5. Mr. Mederios' work in Local 900G will not displace any current P/T Feeder hours;
6. Mr. Mederios will pay dues to Local 191 and Local 900G respectively, based on the portion of his wage attributable to the hours worked in each of the Locals;

7. Mr. Mederios will receive a permanent rate of pay of \$23.00 per hour, and will be subject to all negotiated wage increases. This rate will be inclusive of any wage premium for Bindery I Technicians;
8. Mr. Mederios' vacation entitlement will be set at 3 weeks for 2008 and 4 weeks in 2009 until he reaches the collective agreement service level that entitles him to more than 4 weeks;
9. The Employer will waive the waiting period and enroll Mr. Mederios into the company benefit plan effective his first day of full-time employment;
10. This letter of understanding will be in effect upon Mr. Mederios' first day of work through to the expiry of the next collective agreement.

Employer

Date

Union

Date

EDITORIAL

Article 1 – Shift Premium

- 1.1 The Employer agrees to pay an employee a shift premium for any hour necessarily worked after 10 p.m. The shift premium shall be \$2 per hour.
- 1.2 A Slot Editor premium will be calculated at the rate of 115% of the employee's regular rate of pay when required to work in the slot.

Article 2 – Days Off

- 2.1 The company agrees to make every reasonable effort to schedule Editorial employees so that they regularly get consecutive days off, but such schedules may be changed, where necessary, upon as much notice as practicable.

Article 3 - Overtime

- 3.1 Overtime shall be required when necessary but an individual employee shall be excused from working overtime for compelling reasons provided, when practicable, reasonable prior notice of request to be excused is given to management

Article 4 – Photo Equipment

- 4.1 The Employer shall provide proper photographic and video equipment to perform all required assignments. The Employer shall also provide video training, if necessary.

Article 5 – Transportation and other expenses

- 5.1 Where an employee is required by the Employer to use his own automobile during the course of his employment or receives permission from the employer to do so (not including transportation to and from his home), the employee shall be compensated at the rate of \$0.42 per kilometre effective July 6, 2008. Effective January 1, 2009, the rate shall be \$0.43 per kilometre and effective January 1, 2010 the rate shall be \$0.44 per kilometre.
- 5.2 The Employer will, however, supply a fleet of vehicles to be used by photographers.
- 5.3 An employee who is required to use his/her car in the course of employment, shall have the appropriate insurance and a valid driver's licence. When an employee is required to have a car s/he shall have six (6) months from the date of hiring to acquire one.
- 5.4 Expenses will only be reimbursed if a detailed claim is submitted within fourteen (14) days after the month in which the expense was incurred. Expense reports require the approval of the Employer prior to being paid.

Article 6 – Freelancing

- 6.1 An employee's freelance activities shall be limited only to the extent that an employee cannot be involved in any freelancing activity inconsistent with his duties to the Employer. To this end, whenever an employee is to become involved in such activity, the employee shall first obtain permission from the Employer, which shall not be unreasonably withheld.

Article 7 – Selection of night and weekend work

- 7.1 Where night and weekend shifts can reasonably be rotated, they shall be rotated in a fair and reasonable manner. Assignment to night and weekend shifts shall not be used as a disciplinary measure.

Article 8 – Corrections/Retractions

- 8.1 The Employer will not publish a correction or apology with respect to an employee's work until every reasonable effort has been made to discuss the matter with the employee.

Article 9 – Bylines

- 9.1 An employee's byline or credit line shall not be used over his protest.
- 9.2 Whenever substantive changes are made in a reporter's story, unless a reasonable effort is made to discuss the changes before publication of the story, the byline shall not be used.

Article 10 – Letters to the Editor

- 10.1 The Employer shall make every reasonable effort to show the employee concerned any letter to the editor, which refers directly to him or his work, prior to publication of the letter.

Article 11 – Shift and Beat Changes

- 11.1 The Employer shall notify employees of all shift or beat changes, transfers and other changes in job situations at least one week in advance where practicable.
- 11.2 The Employer agrees to discuss all such changes or transfers with employees involved prior to those changes or transfers being made.
- 11.3 The Employer shall consider the employees' preferences when assigning their beats.

Article 12 – Use of Freelancers, Temporary or Part-Time Workers

- 12.1 Freelancers, temporary or part-time workers shall not be used when such work would result in the dismissal of a full-time worker.

Article 13 – Non-Editorial Work

- 13.1 Advertorial work offered to editorial staff shall be treated as freelance work.

Article 14 – Scale of Wages

Weekly Wage Rate	<u>Jul 6/08</u>	<u>Jan 1/09</u>	<u>Jan 1/10</u>
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	2.0%	2.0%	2.0%
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Reporter/Photographer/Graphic Designer

Start	\$593.71	\$605.58	\$617.69
After 1	\$663.68	\$676.95	\$690.49
After 2	\$732.80	\$747.46	\$762.41
After 3	\$801.31	\$817.34	\$833.69
After 4	\$869.13	\$886.51	\$904.24

Copy/Layout Editor

Start	\$830.41	\$847.02	\$863.96
After 1	\$880.61	\$898.22	\$916.18
After 2	\$930.79	\$949.41	\$968.40

Agate Desk

Start	\$622.81	\$635.27	\$647.98
After 1	\$660.45	\$673.66	\$687.13
After 2	\$698.09	\$712.05	\$726.29

* Glen Dawkins will remain a Copy Editor performing the duties of the Agate Desk but may be assigned to other Copy Editor functions as necessary. The assignment of Glen Dawkins to the duties of the Agate Desk does not set any precedent in the filling of a vacancy or future assignments to Agate Desk positions.

Assistant Editor/Section Editor/Assistant Photo Chief

Start	\$882.03	\$899.67	\$917.66
After 1	\$939.41	\$958.20	\$977.36
After 2	\$996.77	\$1,016.71	\$1,037.04

Columnist

Start	\$939.41	\$958.20	\$977.36
After 1	\$1,003.96	\$1,024.04	\$1,044.52
After 2	\$1,068.49	\$1,089.86	\$1,111.66

Assistant News Editor/Assistant Assignment Editor/Photo-Chief

Start	\$1,068.49	\$1,089.86	\$1,111.66
After 1	\$1,140.19	\$1,162.99	\$1,186.25

Clerical

Start	\$520.30	\$530.71	\$541.32
After 1	\$569.68	\$581.07	\$592.69
After 2	\$620.26	\$632.67	\$645.32

* Retroactive pay of 2.00 % will be paid to all employees covered by this collective agreement upon ratification, for all hours worked since January 1, 2008 to date of ratification.

E1

LETTER OF UNDERSTANDING RE: LAURIE MUSTARD

The Union acknowledges that Laurie Mustard currently the Director of Community Relations and member of the Management Committee, performs a significant amount of editorial department work including currently producing a Community Relations column per day. The Union recognizes that this is beneficial to The Winnipeg Sun at this time.

Accordingly, the Union agrees that Laurie Mustard while performing his functions of and related to the Community Relations column, shall be excluded from the bargaining unit.

E2

LETTER OF UNDERSTANDING RE: SUMMER STUDENTS – EDITORIAL DEPARTMENT

The employer may employ up to 4 (four) summer students to work in the editorial department. Summer students are students who have not yet completed their degree or have completed their degree less than 6 (six) months ago and are seeking employment for the summer period (May 1 to September 1). The employer acknowledges that hiring such students will not result in the dismissal of a full-time worker. The rate of pay for such workers will be 75% of the weekly wage scale for the applicable position.

Summer students will form part of the bargaining unit for the duration of the term position and will not be afforded benefits such as right of recall and maintenance on seniority lists at the end of the the term.

E3

LETTER OF UNDERSTANDING RE: BEAT PREFERENCES

Management invites all reporters to include their prioritized beat preferences in writing once a year to the editor. When a beat is changed for the long-term, said expression of preferences related to such beat shall be considered by the editor.

E4

LETTER OF UNDERSTANDING RE: INTERNET

In the event work of the bargaining unit appears in an electronic version of the Winnipeg Sun, the parties agree to meet to discuss what constitutes bargaining unit work.

Employer

Date

Union

Date

DISCRIMINATION AND HARASSMENT

STATEMENT

All employees and customers are entitled to be treated with dignity and respect in the workplace. The Company will not, and employees should not condone any form of work-related discrimination, which includes harassment.

DEFINITION

Harassment is a form of discrimination. Harassment is any conduct - verbal, physical, or by innuendo - that is likely to cause offence or humiliation to a person.

WHAT TO DO

Employees who feel they are being subjected to discrimination shall make the alleged offender aware of their disapproval and/or uneasiness. To avoid any misunderstandings, the employee should clearly state that the actions/behaviour is perceived to be discriminatory and should stop.

Employees who believe they are the victim of discrimination or if the action/behaviour does not cease may report the incident to their immediate supervisor or to the Human Resources Manager or to the Vice President of Human Resources of Sun Media at (416) 947-2057.

DEALING WITH A COMPLAINT

The immediate supervisor must inform the Human Resources Manager who in turn will forward the complaint to the Vice President of Human Resources. The Vice President of Human Resources will request an investigation.

The rights of the alleged offender must also be protected. The alleged offender will be advised of the complaint and that an investigation is proceeding.

DISCIPLINARY ACTION

After a thorough investigation has taken place and if the allegations are substantiated, the Vice President of Human Resources will take appropriate disciplinary measures against the offender, which may include dismissal. The Vice President of Human Resources will also, to the extent possible, take appropriate measures to deal with the negative consequences suffered by the victim.

Intentionally accusing someone of discrimination, known to be false, is a serious matter and is also subject to disciplinary action, including dismissal.

CONFIDENTIALITY

Complaints dealing with discriminatory actions/behaviour will be treated with care, discretion, and equity.

Dated July 9, 2002

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS MEMORANDUM OF AGREEMENT.

SIGNED THIS ____ DAY OF _____, 2008

FOR THE UNION:

FOR THE COMPANY:

