

**COLLECTIVE AGREEMENT**

**between**

**THE WINNIPEG SUN,  
A DIVISION OF SUN MEDIA CORPORATION**

**and**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA**

**Local 900G – Winnipeg  
(Local 191 effective July 1, 2008)**

**From: January 1, 2008  
To: December 31, 2010**

**INDEX**

ARTICLE 1 - ARTICLES OF AGREEMENT .....	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - JURISDICTION.....	3
ARTICLE 4 - MANAGEMENT'S RIGHTS.....	4
ARTICLE 5 - HIRING AND TRANSFERS .....	4
ARTICLE 6 - APPRENTICESHIP.....	6
ARTICLE 7 - PART TIME EMPLOYEES.....	6
ARTICLE 8 - HOURS OF WORK.....	7
ARTICLE 9 - DUES CHECK-OFF .....	7
ARTICLE 10 - PARENTAL LEAVE / COMPASSIONATE CARE LEAVE.....	8
ARTICLE 11 - PRESS COMPLIMENTS.....	8
ARTICLE 12 - BEREAVEMENT LEAVE.....	9
ARTICLE 13 - VACATIONS WITH PAY .....	9
ARTICLE 14 - HEALTH, WELFARE AND INSURANCE .....	11
ARTICLE 15 - ABSENCE DUE TO SICKNESS.....	12
ARTICLE 16 - REST PERIODS .....	12
ARTICLE 17 - CALL IN AND REPORTING PAY.....	12
ARTICLE 18 - WAGES .....	13
ARTICLE 19 - OVERTIME .....	13
ARTICLE 20 - STATUTORY HOLIDAYS .....	14
ARTICLE 21 - JURY DUTY.....	15
ARTICLE 22 - TECHNOLOGICAL DEVELOPMENTS .....	15
ARTICLE 23 - SENIORITY.....	16
ARTICLE 24 - UNION ACCESS TO PLANT .....	17
ARTICLE 25 - UNION DELEGATES.....	17
ARTICLE 26 - LEAVE OF ABSENCE .....	17
ARTICLE 27 - LAYOFF AND DISCHARGE .....	18
ARTICLE 28 - GRIEVANCE AND ARBITRATION.....	19
ARTICLE 29 - EMPLOYEE RIGHTS RESPECTING STRIKES.....	20
ARTICLE 30 - SEVERABILITY .....	21
ARTICLE 31 - EXTENSION OF CONTRACT AND RETROACTIVITY .....	21
ARTICLE 32 - SANITATION AND SAFETY .....	21
ARTICLE 33 - DURATION OF CONTRACT.....	22
ARTICLE 34 - CLASSIFICATIONS OF WORK UNDER THIS AGREEMENT .....	22
ARTICLE 35 - JOB SECURITY .....	23
ARTICLE 36 - IDENTIFICATION OF WORK.....	23
ARTICLE 37 - SUB-CONTRACTING .....	23
ARTICLE 38 - SEVERANCE PAY.....	23
ARTICLE 39 - NO DISCRIMINATION .....	23
ARTICLE 40 - PRESS MAINTENANCE PECULIARS.....	24
ARTICLE 41 - RETIREMENT PLAN .....	24
ARTICLE 42 - TRAINING.....	25
ARTICLE 43 - HUMANITY FUND .....	25
LETTERS OF UNDERSTANDING .....	26
CLASSIFICATION OF WORK AND MINIMUM WAGE SCALES .....	28
DISCRIMINATION AND HARRASSMENT.....	30

## **ARTICLE 1 - ARTICLES OF AGREEMENT**

- 1.01 It is hereby agreed by and between The Winnipeg Sun, a division of Sun Media Corporation, (hereinafter known as the "Company") and Communications, Energy and Paperworkers Union of Canada (hereinafter known as the "Union") as follows:
- 1.02 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 2 - RECOGNITION**

- 2.01 The Company recognizes Winnipeg, Local 900G (Local 191 effective July 1<sup>st</sup>, 2008) of the Communications, Energy and Paperworkers Union of Canada as the exclusive representative for the purpose of collective bargaining in respect of rates of pay, hours of employment or other conditions of employment for all employees performing work described in the jurisdiction article of this contract.
- 2.02 No individual employment contract for any employee in the bargaining unit shall be entered into unless consent of both parties hereto.
- 2.03 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the aforementioned employees and realizes that in order to provide maximum opportunities for continued employment and good working conditions, the Company must be in a strong competitive market position, which means it must produce at the lowest possible cost consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the achievement of these goals.
- 2.04 The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of its members, and it will actively combat practices which restrict production. It further agrees that it will support the company in its efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents, and strengthen goodwill between the employer, employee, the customer and the public.

## **ARTICLE 3 - JURISDICTION**

- 3.01 The Union has jurisdiction over all employees covered in Certificate Number MLB-6246 which reads:
- "All employees of The Winnipeg Sun, a division of Sun Media Corporation, in the Province of Manitoba, except non-working foremen and forewomen, office and sales staff, and those employees covered by Certificate Number MLB-6200 and those excluded in the Act."

- 3.02 The Company agrees to employ within the Union's jurisdiction only persons who are members or who have applied for membership in the Union.
- 3.03 For the purpose of this agreement, the following departments shall be deemed separate departments: Web Press, Press Maintenance, Art Department, Sheetfed Press, and Pre-Press.
- 3.04 This collective agreement is the sole instrument governing the relationship between the parties.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, transfer, classify, promote, demote, layoff, recall, and suspend employees, and also to discharge any employee for just cause, provided that a claim by an employee, that he has been disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned;
  - (c) without limiting the generality of the foregoing provisions it is expressly understood and agreed that a breach of any of the Company's rules, or any of the provisions of this agreement, shall be conclusively deemed to be sufficient cause for dismissal of an employee, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place;
  - (d) generally to manage the business in which the Company is engaged, and, without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, services to be performed and the methods, procedure and equipment in connection therewith; determine the products and methods, processes and means of printing; the schedule of work, the right to assign jobs, increase or decrease the working force, determine the methods, duties and schedules of work, determine the job content and classification and to determine the number of employees in a classification; to set volume level or quality of work to be performed; designate the place of work, curtailment or cessation of operation.
  - (e) the Company retains all the rights, power or authority in management except those specifically abridged, delegated, granted or modified by this agreement.
  - (f) 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 5 - HIRING AND TRANSFERS

- 5.01 Seniority lists will be established by departments (Web Press, Press Maintenance, Art Department, Sheetfed Press, and Pre-Press) and kept up to date. In cases of promotion, demotion, upgrading, transfer or layoff, the skill, ability, merit and efficiency of the employees shall be the governing factors, and where these things are equal, seniority will be the guiding factor.
- The Union will be notified of all promotions, demotions, upgrading, transfers or disciplinary action concerning an employee. The foregoing shall not be interpreted as interfering with the disciplinary rights of management.
- 5.02 The parties to this contract agree to continue their policy of no discrimination against any employee because of race, religion, creed, color, age, sex or national origin, in regards to employment advancement, working conditions, rates of pay, acceptance into union membership or selection for apprentice openings.
- 5.03 Nothing in this agreement shall prevent the Company from engaging employees for performing in and about the said departments, services not customarily performed by members of the bargaining unit.
- 5.04 A successful applicant in a transfer situation shall be placed on a probationary period of three months and shall be considered to be on a trial period. Conditional on satisfactory performance in the opinion of the Company, the promotion shall become permanent after the completion of the probationary period. If during or at the end of the probationary period the employee is found unsatisfactory he may return to his former position as if he had never left. If this causes a layoff, it shall be the employee who is newly hired to take his place who is laid off.
- 5.05 When vacancies occur in the bargaining unit, the Company will post the position vacancy within the plant and notify the Union office. The Company is under no obligation to hire the persons referred by the Union. In selecting a candidate to fill a vacancy the skill, ability and efficiency of the candidate shall be the governing factors and where these things are equal, seniority shall be the guiding factor.
- 5.06 In the event of temporary promotions, the Company will promote full-time staff, provided they have the relative skills and ability to do the job, before part-time staff can be called in to fill the vacancy.
- 5.07 In the event a full-time employee leaves the Company, for any reason except in the event of layoff, he/she will be replaced with a full-time employee to be drawn from the part-time pool. The selection of the new employee will be done, provided they have the relative skill and ability to do the job, on a seniority basis.
- 5.08 New employees shall be considered probationary employees for their first sixty (60) days worked of employment, 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 sixty (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, shall not be subject to the grievance and arbitration provisions of this Agreement.

- 5.09 Upon the successful completion of the probationary period, an employee's length of continuous service (as defined in Article 23) shall be calculated from the date of original hiring.

#### **ARTICLE 6 - APPRENTICESHIP**

- 6.01 The Union and the Company will cooperate to institute an ongoing apprenticeship plan.

- 6.02 In the event apprentices are hired by the Company the scale shall be as follows over a period of four years:

first six months	45% of Journeyman's rate
second six months	50% of Journeyman's rate
third six months	55% of Journeyman's rate
fourth six months	60% of Journeyman's rate
fifth six months	70% of Journeyman's rate
sixth six months	75% of Journeyman's rate
seventh six months	80% of Journeyman's rate
eighth six months	85% of Journeyman's rate

- 6.03 If the Company decides at any stage of an apprenticeship that the apprentice will not have the skill, ability, merit or efficiency to perform as a journeyman at a satisfactory level, the apprentice will be subject to layoff on three months' notice. If the employee successfully completes the apprenticeship and no journeyman positions are available, he shall receive 85% of the journeyman rate under this status.

#### **ARTICLE 7 - PART TIME EMPLOYEES**

- 7.01 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 80% of regular full-time hours within any given calendar year they will be deemed to be full-time and will be afforded that status. Current part time sheetfeeders and roll tenders shall receive no fewer than three shifts weekly. The Company on an annual basis will examine the hours worked by part-time employees to determine their status for this purpose.

- 7.02 Part-time employees shall be paid on an hourly basis equivalent to the hourly wages provided for their classification and their experience, and shall advance on the wage schedules according to the actual hours worked.

- 7.03 In the event of a part-time employee becoming full-time employee, s/he shall be credited with the time previously served.

- 7.04 Part-time employees who worked at least thirteen hundred (1300) hours during the previous calendar year shall qualify for all benefits under General Article 14

and who worked at least eight hundred and fifty (850) hours shall qualify for Bereavement Leave as per General Article 12, absence due to illness as per General Article 15, 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)

7.05 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 14 or 850 hours to qualify for Bereavement Leave as per General Article 12, 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.

7.06 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 8 - HOURS OF WORK**

8.01 The standard full time work hours shall be 7.5 hours per day and 37.5 hours per week.

The standard work hours in both the Web and Sheetfed Press rooms shall be 8.0 hours per day and 40 hours per week.

8.02 There shall be three shifts, a day shift, and an afternoon shift and a night shift.

8.03 Shift premium shall apply to all hours worked between 4:00p.m. and 6:00a.m.

8.04 An interval of not less than one-half hour or more than one hour shall be allowed for lunch on each shift and shall be scheduled between the third and fifth hours of work unless otherwise mutually agreed. In no case shall said lunch period be considered the time of the Company.

8.05 Rotation of shifts will occur as scheduled by the employer in consultation with the Union, provided that a majority of affected personnel agree upon said rotation.

8.06 Press schedules shall be posted on appropriate bulletin boards within a minimum of thirty days in advance of the shift actually being worked, subject to change due to unforeseen circumstances.

8.07 For the scheduling of days of work the Company will endeavor to provide employees with two (2) consecutive days off.

## **ARTICLE 9 - DUES CHECK-OFF**

- 9.01 The Company shall:
- (a) deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union;
  - (b) remit monthly to the local concerned the amount so deducted, not later than the 15<sup>th</sup> day of the month following said deduction; and
  - (c) inform the Union monthly of the names of the employees from whose wages deductions have been made under clause (a) and the amount so deducted from each employee's wages.
- 9.02 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.
- 9.03 The Company shall notify the Union, in writing, monthly, of resignations, retirements, deaths and other revisions in the data listed in clause 9.02 and the effective dates.

## **ARTICLE 10 - PARENTAL LEAVE / COMPASSIONATE CARE LEAVE**

- 10.01 Maternity and paternity leave shall be granted in accordance with *The Employment Standards Code*.
- 10.02 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.
- 10.03 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 27 (layoff and discharge).
- 10.04 The Compassionate Care Leave provisions of the Employment Standards Code will apply to the employees covered by this collective agreement.

## **ARTICLE 11 - PRESS COMPLEMENTS**

- 11.01 The Urbanite press shall be manned as follows: one (1) MIC (who shall be a Class I), one (1) Class I, one (1) Class II, one (1) roll tender. The press shall have five pressmen on the web press when there are five webs of paper or when there are three webs of full colour or four webs with two full colour and two webs of spot colour.

- 11.02 The Employer agrees to upgrade Arrigo De Angelis and Ken Bomak to Class 1 Journeyman.
- 11.03 Each shift, in the Web Press Department, shall have as part of the press crew, one man in charge who shall be a Journeyman.
- 11.04 The press complements for the Sheetfed Press Department shall be as follows:
- |                         |                                   |
|-------------------------|-----------------------------------|
| 4 colour 40" Heidelberg | 1 Pressman Class I, 1 Sheetfeeder |
| 8 colour 40" Heidelberg | 1 Pressman Class I, 1 Sheetfeeder |
| G.T.O.                  | 1 Pressman Class II               |

It is understood that any press operating 1 colour only requires only 1 pressman (that is to say if only the 4 colour press is operating and only with 1 colour, then the sheetfeeder is not required).

#### **ARTICLE 12 - BEREAVEMENT LEAVE**

- 12.01 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 days with pay will be granted to attend the funeral of grandparents, brother-in-law or sister-in-law.
- 12.02 Immediate family for the purpose of this article shall include a same sex spouse and the family of a same sex spouse.
- 12.03 Active pallbearers shall be given time off with pay to fulfill their duties up to a maximum of half a day and the Company may request verification from the employee.
- 12.04 Miscarriage of an employee's child will entitle the employee to a leave of absence with pay of up to three (3) days.

#### **ARTICLE 13 - VACATIONS WITH PAY**

- 13.01 Employees who have worked less than one year shall receive 4% of weekly wages for each calendar month worked, calculated from October 1<sup>st</sup> to September 30<sup>th</sup>. Employees with one (1) or more years continuous service shall receive two (2) weeks vacation with pay each year. Employees with two (2) or more years continuous service with the Company shall receive three (3) weeks vacation with pay each year.
- 13.02 Employees with seven (7) years continuous service with the Company shall receive four (4) weeks vacation with pay each year. Employees with fifteen (15) years continuous service with the Company shall receive five (5) weeks vacation with pay each year.  
Effective January 1, 2009, an employee with twenty-eight (28) or more years continuous service will receive six (6) weeks vacation with pay.
- 13.03 The third and fourth weeks may be taken with the other two at the discretion of the Company. Vacation credits are not cumulative from year to year. Vacation must be taken in the year following the year they were earned.

- 13.04 A bonus week (1) will be given for employees at the 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup> and 35<sup>th</sup> 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 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> year of service. The bonus will be a one-time bonus for that year only.
- 13.05 Vacation pay shall be the standard work week hours multiplied by the rate applicable to the employee at the time the vacation is taken.
- 13.06 For the purpose of calculating holiday pay and vacation pay an employee's shift differential or shift premium for person-in-charge or as a working supervisor shall be included in their pay, in those cases where the employee performs 50% or more of their working time on those shifts which attract a shift-premium or differential.
- 13.07 All employees whose names appear on the seniority list shall be entitled to receive vacation pay as heretofore outlined.
- 13.08 Vacation credits are not cumulative from year to year. Credits earned in the preceding calendar 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.
- 13.09 An employee may not request that vacation credits be converted in the form of a salary.
- 13.10 If for a major cause, on January 1<sup>st</sup> the employee has more vacation credits than the equivalent of a 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.
- 13.11 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 1<sup>st</sup>. By April 30<sup>th</sup>, 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 1<sup>st</sup> 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.
- 13.12 Employees shall be entitled to the postponement of their scheduled vacation in the event of their hospitalization or bereavement.
- 13.13 Part-time employees will be paid their vacation pay entitlement on December 31<sup>st</sup> and June 30<sup>th</sup> 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, 10%=5 weeks, and effective January 1, 2009, 12%=6 weeks).

## ARTICLE 14 - HEALTH, WELFARE AND INSURANCE

The Employer agrees to provide a Group Insurance Program for full-time non-probationary employees. For purposes of this article, salary shall 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 July 1 <sup>st</sup> , 2008: 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 \$150.00 per plan participant, once every twenty-four (24) months. Effective July 1 <sup>st</sup> , 2008: this will increase to \$200.00 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 15 - ABSENCE DUE TO SICKNESS**

- 15.01 Upon completion of the probationary period, regular 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:
- 15.02 When not covered by Workers' Compensation Benefits or Employment Insurance Benefits, payment of full wages up to a maximum of twelve (12) working days per year, with the right to carry-forward up to four (4) days of unused sick leave from the previous year, upon the following terms and conditions:
- (a) the employee must have been unable to work due to illness or injury;
  - (b) the employee must give as much notice as is practicable to the Company of his or her inability to attend work; and
- 15.03 Up to three (3) days of an employee's sick leave may be used to attend to the illness of children or family emergencies.

#### **ARTICLE 16 - REST PERIODS**

- 16.01 There will be two rest periods during each shift, one in the first half of the shift and one in the second half of the shift. Rest periods will not exceed ten minutes away from the workstation. These rest periods will be taken by department, at a time approved by the shift supervisor, in order that smooth and orderly production will continue in the plant.

#### **ARTICLE 17 - CALL IN AND REPORTING PAY**

- 17.01 An employee who reports for work at the scheduled time and who has not previously been instructed not to so report for work, shall be entitled to receive one hour's pay as penalty if the Company has made no reasonable efforts to notify the employee.
- 17.02 Any employee injured while working on the job and therefore unable to finish his day's work shall be paid for the straight time hours he was scheduled to work that day.
- 17.03 An employee called back to work after completing a shift shall receive a call-back allowance of \$10.00 plus overtime pay for the hours worked calculated in accordance with Article 19.  
An employee called back shall receive a minimum of two (2) hours' pay at the applicable overtime rate.
- 17.04 A working supervisor or man-in-charge who is called back to work shall be paid at their base rate plus the working supervisor or man-in-charge premium.

## **ARTICLE 18 - WAGES**

- 18.01 The minimum scale of wages to be paid to journeyman/women employees governed by this contract shall be appended to this agreement along with their progression schedule.
- 18.02 The rates noted are minimum rates only. The Union will not discriminate in any way against the Company for paying higher rates.
- 18.03 Afternoon & Night Shifts: all employees working between 4p.m. and 6a.m. shall receive \$1.50 per hour premium over and above their regular hourly wage.
- 18.04 Rates for part time employees shall follow the appendix to this agreement according to skill and experience in the classifications of work performed.
- 18.05 All employees who are routinely required to perform more than one operation shall be paid at the rate applying to the highest paid operation. This does not apply to emergency coverage.
- 18.06 All new employees will be hired and paid according to the agreed negotiated wage scale levels.
- 18.07 Working supervisors or persons-in-charge of a department and the person in charge of press crews on the Web Press (who shall be Journeypersons) shall be paid 20% more than their base wage, with the shift differential added if applicable. Those working supervisors and persons in charge who perform 50% or more of their working time on these shifts, shall receive the appropriate person-in-charge premium in the calculation of their bereavement leave and sick leave benefits.
- 18.08 Each employee shall be classified in his/her classification as spelled out in the Collective Agreement. No reduction shall be made to the classified rate when he/she is employed in any classification having a lower rate, unless the employee is reclassified or demoted. If any employee is employed in a classification which has a higher rate of pay, he/she shall receive the next higher rate of pay in the higher classification if the assignment is for 4 consecutive hours or more.
- The Company shall be free to utilize employees covered by this contract anywhere in the plant for temporary periods, providing there is no reduction in their hourly rates of pay and provided there is no infringement on any other employee's standing.
- 18.09 Employees shall have the right to refuse promotion.

## **ARTICLE 19 - OVERTIME**

- 19.01 Overtime shall be permitted when necessary, but the refusal of any or all employees to work overtime shall not be deemed a breach of contract, nor shall any employee be disciplined or discriminated against for refusal to work overtime. The Company shall, whenever possible, give twenty-four hours notice

and at no time less than six hours notice, except in the case of mechanical breakdown or work not completed or other emergencies.

- 19.02 Overtime rates shall be on the following basis:
- (a) for each of the first four (4) hours worked in excess of the standard work day, an employee shall receive one and one-half times his hourly wage rate;
  - (b) for the fifth and each additional hour worked in excess of such standard work day, an employee shall receive two times his hourly wage rate; and
  - (c) for an employee called into work on his scheduled day off, he shall receive one and one-half times his hourly wage rate for the first three hours and two times his hourly wage rate thereafter.
- 19.03 Overtime for employees at any shift shall be computed on the basis of the base hourly rate of wages paid to them for the shift on which they are actually working. For example: employees working on a night shift are to be paid the night shift premium and the overtime rate for the night shift is to be computed on the basis of the base rate with the night shift premium added after.
- 19.04 All time worked each day either before or after the regularly scheduled starting or quitting time in each shift shall be considered as overtime, but employees will only be paid for such work if the said overtime has been authorized in advance by the Company.
- 19.05 Employees who work overtime will be permitted to bank their overtime entitlement to take a maximum of ten (10) days off in any calendar year. An employee wishing to take a banked day off will indicate to the Company with reasonable notice the day which the employee wishes to take off, and the Company will grant the day off if it can be done without the Company having to incur an overtime obligation to another employee. If an employee fails to use any part of his ten (10) banked days at the end of the calendar year, the first five (5) days will be carried forward to the following year and any excess will be paid.
- Banked time will be awarded in accordance with the overtime provisions of Article 19 of the Collective Agreement.
- 19.06 Where an employee is required to work overtime following the normal work day and it is expected that the work will require three hours or more, the employee will be provided with a meal allowance not to exceed \$5.00

## **ARTICLE 20 - STATUTORY HOLIDAYS**

- 20.01 The following holidays are to be observed and paid for by the Company:
- |                |                   |
|----------------|-------------------|
| New Year's Day | Labour Day        |
| Good Friday    | Thanksgiving Day  |
| Victoria Day   | Remembrance Day   |
| Dominion Day   | Christmas Eve Day |

Civil Holiday  
Boxing Day

Christmas Day  
Louis Riel Day

plus any additional statutory holiday that may be enacted by statute of the Provincial or Federal Government. The twenty-four hour period from the start of the shift on the holiday shall be considered the holiday.

In the event a statutory holiday is to be designated by the Company a minimum of one (1) week notice of the designated date should be given to the employee.

- 20.02 All full-time employees scheduled to work on the foregoing holidays shall receive straight time pay when not required to work and when otherwise qualifying under this Article and under The Employment Standards Code.  
If required and authorized to work, employees shall receive that day's pay in addition to double time rate for all hours worked on the holiday.
- 20.03 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.

#### **ARTICLE 21 - JURY DUTY**

- 21.01 All employees called for jury duty; or as witnesses in a criminal or civil proceeding, 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 to work.
- 21.02 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 22 - TECHNOLOGICAL DEVELOPMENTS**

- 22.01 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 cooperation of the Company and the Union in the development of new skills.
- 22.02 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 consequences of such change(s) will result in the employee(s) no longer being qualified to perform their normal tasks.

In the event the Employer decides to introduce a technological change, the parties agree to meet upon request of either party to:

- (a) discuss the time, procedure and training necessary for the efficient operation of such equipment;

- (b) consider and develop programs with the retraining of employees in new skills required so as to avoid layoffs resulting from the technological change;
- (c) if necessary, establish wage rates and conditions of work applicable to new classifications.

22.03 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 (Article 28).

22.04 By virtue of Article 22.02, Sections 83, 84 and 85 of The Labour Relations Act shall have no application to this unit.

22.05 In the event of termination of employment due to technological change, all full-time employees and those part-time employees who have worked 1,462.5 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 23 - SENIORITY**

23.01 A seniority list will be maintained indicating the length of continuous service with the Employer for each employee in the unit. This list will be updated annually, a copy of which will be forwarded to the Union. 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;
- (e) failure to return to work upon recall; or
- (f) absent without leave for three (3) consecutive working days.

23.02 An existing employee transferred into either the web press department or sheet-fed department after June 22<sup>nd</sup> 2008 shall have his seniority, for the purposes of layoff and vacation selection only, based on his continuous service in either the web press department or sheet-fed department, whichever is applicable. Accrual

for vacation entitlement purposes shall be based on continuous service with the employer.

23.03 Employees who have completed three months' service, who were laid off, will be retained on the Company's seniority list for a period of twelve (12) months, after which they will be struck from the list.

23.04 Seniority, for all purposes for the former Sanford employees shall be calculated from the employee's original date of hire with Sanford Evans.

#### **ARTICLE 24 - UNION ACCESS TO PLANT**

24.01 It is agreed that the Union representative shall have access to the plant by specific permission of the management. Prior request shall be made to the Employer and such authorization will not be unreasonably withheld.

24.02 The Union agrees not to transact any business of the Union on the Company's time other than as permitted by the Company.

24.03 The Employer shall provide a separate bulletin board for use by the Union for the posting of official Union notices in the press and pre-press area.

#### **ARTICLE 25 - UNION DELEGATES**

25.01 There are not more than three shop delegates, including one from each shift (press, day side and night side). The name of the Union delegate shall be supplied to the Company and the Company shall be notified of any change thereafter.

25.02 The Company recognizes the shop steward(s) as the initial contact pertaining to official Union matters and shall not discriminate against him for performing such duties. No duties are to be performed on Company time except as specifically authorized by the Company. A shop steward 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.

25.03 An employee shall be accompanied by a Union representative in any disciplinary meeting.

25.04 A shop steward shall, with the 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 26 - LEAVE OF ABSENCE**

26.01 The Company may grant a leave of absence to any employee for a legitimate reason, such discretion to be exercised in good faith. Any person who is absent with written permission shall not be considered to be "laid off" and seniority will continue to accumulate during the absence.

- 26.02 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 1<sup>st</sup> day of the leave.
- 26.03 Upon written request the employer will grant the employees unpaid leaves of absence to attend Union conventions or meetings provided that not more than two employees from the bargaining unit (but not more than one from any department) is absent at any time.
- 26.04 Upon written request the employer will grant unpaid leaves of absence for the purpose of attending scheduled meetings for the purpose of negotiating renewed Collective Agreements between the Union and the Employer for this bargaining unit providing not more than three (3) employees from the bargaining unit and not more than one (1) from each department are absent at any time.
- 26.05 Subject to the Workers' Compensation Act, the Company shall continue to pay assessments to Workers' Compensation with respect to employees who are off work on Union leave for not more than fourteen (14) days.
- 26.06 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.

## **ARTICLE 27 - LAYOFF AND DISCHARGE**

- 27.01 In cases of layoff, where skill, ability, merit and efficiency of employees are relatively equal, in the opinion of the employer, 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.
- 27.02 An employee, who would otherwise not be laid off under paragraph 27.1 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.
- 27.03 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.

- 27.04 The Employer may fill any position, which is the subject of recall, on a temporary basis until the recalled employee returns to work.
- 27.05 An employee in a classification being affected may elect to enter another lower classification in the same department in which they have proven competence as deemed by the Employer, providing his total Employer seniority is greater than that of the employee whom he is bumping.
- 27.06 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.
- 27.07 An employee's reply to such discipline shall become part of the employee's personnel file. Any discipline that is more than twelve (12) months old will not be used in any arbitration proceeding unless a second similar offence has occurred during the said period.

## **ARTICLE 28 - GRIEVANCE AND ARBITRATION**

- 28.01 A grievance is defined as a dispute between the parties regarding the application, interpretation or alleged violation of this Agreement.
- 28.02 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 s/he 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 ten (10) calendar days, the matter may then be referred by either party to arbitration.

28.03 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 to serve. The date filed will be used for order of arbitration.

- (a) Arne Peltz
- (b) Michael Werier
- (c) Diane Jones
- (d) Bill Hamilton
- (e) Gavin Wood
- (f) John Korpheso

28.04 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 this Article, 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 29 - EMPLOYEE RIGHTS RESPECTING STRIKES**

29.01 Any employee who refuses to perform work which would directly facilitate the operation or business of another employer whose employees within Canada are locked out or on a legal strike is not by reason of that refusal subject to discipline.

29.02 The Union and its members, individually and collectively agree that during the term of this agreement, they will not cause, support, encourage, condone or engage in a strike, slowdown or other activity designed to restrict or limit production. The Company agrees with the Union that during the term of this agreement, it will not lockout any employee covered by this agreement. The

Union and its members further agree that they will not involve any of the employees of the Company or the Company itself in any dispute which may arise between any other employer and his employees and without limiting the generality of the foregoing, the Union and its members agree not to engage in any sympathetic strike.

### **ARTICLE 30 - SEVERABILITY**

- 30.01 Each and every clause of this contract shall be deemed severable from each and every clause of this contract to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only, to the extent only that they may be so in violation, shall be deemed of no force and effect and enforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions of the remainder of any clauses, sentence or paragraph in which the offending language may appear.
- 30.02 The parties to this agreement recognize that the terms of this agreement are subject to the provisions of the labour laws of the province.

### **ARTICLE 31 - EXTENSION OF CONTRACT AND RETROACTIVITY**

- 31.01 In the event that upon termination date of this contract as set forth in Article 33, the parties have failed to reach an understanding with respect to a new contract, the parties by mutual consent may continue to work under this contract. However, in such event, benefits under the new contract shall be retroactive if mutually expressly agreed to the termination date of this contract as set forth in Article 33.

### **ARTICLE 32 - SANITATION AND SAFETY**

- 32.01 The Company will continue to make all reasonable provisions for the safety and health of its employees during working hours. The Union agrees that it will cooperate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.
- 32.02 The plant shall be kept in compliance with applicable provincial legislation and the employees shall cooperate with the Company in this regard.
- 32.03 When new chemicals are introduced into a department or plant, such chemicals, if not properly tested and proved to be non-injurious to the employees, shall upon request be submitted to the provincial health and safety department for testing and confirmation that the product is not harmful to the employees within the department or plant. Such confirmation or other recommendation by the provincial health and safety department shall be accepted by both parties to this agreement.
- 32.04 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.

- 32.05 The Company will provide \$125.00 in total, as payment for one pair of boots per pressroom employee per year, or \$250.00 every two years. 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.
- 32.06 The Company agrees to provide Web and Sheetfed Press employees a clean, private and well-ventilated change room/shower room with lockers, that are accessible only by those employees.
- 32.07 A pregnant employee who normally works on VDT's will, on request, be assigned to work that does not involve VDT's where such work is available within the Company's operation and she is qualified to perform it, at the rate of pay for that classification, but the Employer does not hereby in anyway concede that VDT work is unsafe.
- 32.08 At least one unionized employee from each of Web press, Sheet press and Art Department/Pre-Press shall be elected to the Joint Health and Safety Committee 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. There shall be an equal number of Employer and Union members on the committee. The committee shall meet no fewer than four times annually.
- 32.09 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 33 - DURATION OF CONTRACT**

- 33.01 This contract shall be effective as of January 1<sup>st</sup>, 2008 until December 31, 2010, and thereafter from year to year, unless at least ninety days prior to any anniversary date after the said expiry date, a written notice is given by either party that the contract is to be terminated or amended.
- 33.02 All articles in this collective agreement are in effect upon ratification date of June 22, 2008 unless otherwise agreed or identified.

## **ARTICLE 34 - CLASSIFICATIONS OF WORK UNDER THIS AGREEMENT**

- 34.01 Roll-Tender  
Class I Web Pressman  
Class II Web Pressman  
Class I Sheetfed Pressman  
Class II Sheetfed Pressman  
Pre-Press Technician            Press Maintenance  
Sheet Feeder  
Computer Graphic Technician / Graphic Designers

Classes I, II signify the ability or combinations of abilities of the employees.

## **ARTICLE 35 - JOB SECURITY**

- 35.01 Any employee in the unit as of December 31, 1996 will remain within the bargaining unit for the stated term of this agreement, unless he is transferred or promoted out of the bargaining unit.

The lay-off provisions under this Article are understood to be only a result of a demonstrable economic downturn of the employer. It is understood that normal seasonal downturns shall not be considered an economic downturn.

## **ARTICLE 36 - IDENTIFICATION OF WORK**

- 36.01 The Union label is the exclusive property of the Communications, Energy and Paperworkers Union of Canada and its use is authorized only by the express direction and consent of the Communications, Energy and Paperworkers Union of Canada upon execution of and compliance with the standard Union Label License Agreement.

## **ARTICLE 37 - SUB-CONTRACTING**

- 37.01 The Company agrees that no work destined for this plant which this plant can do in an economical manner will be sub-contracted while there is any slow time among the employees doing such work in the plant.

## **ARTICLE 38 - SEVERANCE PAY**

- 38.01 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 39 - NO DISCRIMINATION**

- 39.01 The parties agree not to discriminate contrary to provincial law. If complaint procedures under a provincial statute are utilized in any way, the Employer need not process any grievance based on the same transaction.
- 39.02 The Employer and the Union agree to abide by the Discrimination and Harassment Policy issued by the Employer on July 9, 2002.

### **ARTICLE 40 – PRESS MAINTENANCE PECULIARS**

- 40.01 The current practice of banking overtime will be capped at forty (40) hours. Taking time off will be at a time mutually agreed upon by the employee and employer.
- 40.02 The employer and employee will continue to supply tools and safety equipment however, the employer will replace lost or stolen tools and equipment.
- 40.03 The employer will provide seven (7) uniforms per year, and will be responsible for all laundering and repairs.
- 40.04 Maintenance personnel will not be used as production employees on the press for running any publication unless by mutual agreement.
- 40.05 Subcontractors or subcontracting shall not be used when such use would result in the dismissal of an employee covered by this Agreement.
- 40.06 A maintenance employee shall be paid the Class 1 - Journeyman Pressman rate in return for his being on standby as required. The company reserves the right to utilize contractors to solve issues when not covered by the employee.
- 40.07 Callbacks are a minimum of two (2) hours. The pay will be in accordance with the Collective Agreement. A Maintenance Employee shall have an eight (8) hour rest period after they have completed their work on a callback, or overtime rates will apply.

### **ARTICLE 41 – 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.

#### **ARTICLE 42 – TRAINING**

42.01 The Employer shall pay all pre-approved costs associated with training, educational courses, manuals, books and supplies necessary to fulfill the employer's demands. All materials remain property of the Company.

#### **ARTICLE 43 – HUMANITY FUND**

43.01 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.

**LETTER OF UNDERSTANDING RE: COMPUTER GRAPHIC TECHNICIAN CLASSIFICATION**

The Employer agrees that those present Journeymen holding situations covered by this agreement as of December 31, 2004 will not lose their situations by layoff because of the establishment and hiring of any Computer Graphic Technician employee. Transfer of existing Journeymen and apprentices will be to the Electronic Pre-Press Technician classification.

**LETTER OF UNDERSTANDING RE: POST AGE 65 EMPLOYMENT**

Notwithstanding Article 14 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: PRESSROOM SCHEDULING**

Notwithstanding Article 8 of the collective agreement, the current practice of scheduling a four day workweek in the web pressroom shall continue based on the mutual agreement of both parties.

**LETTER OR 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**

**CLASSIFICATION OF WORK AND MINIMUM WAGE SCALES**

	<u>Jun22/08</u>	<u>Jan 1/09</u>	<u>Jan 1/10</u>
	2.0%	2.0%	2.0%
<b><u>1 Web Press Department</u></b>			
Class I - Journeyman Pressman (and Press Maintenance)	\$ 26.38	\$ 26.91	\$ 27.45
Class II – Pressman @ 90%	\$ 23.74	\$ 24.21	\$ 24.69
2 <sup>nd</sup> 6 months @ 80%	\$ 21.10	\$ 21.52	\$ 21.95
Start 1 <sup>st</sup> 6 months @ 75%	\$ 19.79	\$ 20.19	\$ 20.59
Roll Tender @ 75%	\$ 19.79	\$ 20.19	\$ 20.59
5 <sup>th</sup> 6 months @ 70%	\$ 18.46	\$ 18.83	\$ 19.21
4 <sup>th</sup> 6 months @ 60%	\$ 15.82	\$ 16.14	\$ 16.46
3 <sup>rd</sup> 6 months @ 55%	\$ 14.50	\$ 14.79	\$ 15.09
2 <sup>nd</sup> 6 months @ 50%	\$ 13.20	\$ 13.46	\$ 13.73
Start 1 <sup>st</sup> 6 months @ 45%	\$ 11.87	\$ 12.11	\$ 12.35
Negative Stripper	\$ 23.07	\$ 23.53	\$ 24.00
<b><u>2 Sheet Press Department</u></b>			
Class I - Journeyman Pressman	\$ 26.38	\$ 26.91	\$ 27.45
Class II – Pressman @ 80%	\$ 21.10	\$ 21.52	\$ 21.95
2 <sup>nd</sup> 6 months @ 75%	\$ 19.79	\$ 20.19	\$ 20.59
Start 1 <sup>st</sup> 6 months @ 70%	\$ 18.46	\$ 18.83	\$ 19.21
Sheet Feeder @ 70%	\$ 18.46	\$ 18.83	\$ 19.21
5 <sup>th</sup> 6 months @ 65%	\$ 17.15	\$ 17.49	\$ 17.84
4 <sup>th</sup> 6 months @ 60%	\$ 15.82	\$ 16.14	\$ 16.46
3 <sup>rd</sup> 6 months @ 55%	\$ 14.50	\$ 14.79	\$ 15.09
2 <sup>nd</sup> 6 months @ 50%	\$ 13.20	\$ 13.46	\$ 13.73
Start 1 <sup>st</sup> 6 months @ 45%	\$ 11.87	\$ 12.11	\$ 12.35

**3 Pre-Press Department**

**Classifications: Pre-Press Technician, Sheetfed Negative Stripper, Sheetfed Platemaker**

	<b><u>Jun22/08</u></b>	<b><u>Jan 1/09</u></b>	<b><u>Jan 1/10</u></b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
Class I - Journeyman	\$ 23.13	\$ 23.59	\$ 24.06
8 <sup>th</sup> 6 months	\$ 22.35	\$ 22.80	\$ 23.26
7 <sup>th</sup> 6 months	\$ 20.12	\$ 20.52	\$ 20.93
6 <sup>th</sup> 6 months	\$ 17.73	\$ 18.08	\$ 18.44
5 <sup>th</sup> 6 months	\$ 16.02	\$ 16.34	\$ 16.67
4 <sup>th</sup> 6 months	\$ 13.26	\$ 13.53	\$ 13.80
3 <sup>rd</sup> 6 months	\$ 11.52	\$ 11.75	\$ 11.99
2 <sup>nd</sup> 6 months	\$ 10.76	\$ 10.98	\$ 11.20
Start 1 <sup>st</sup> 6 months	\$ 9.05	\$ 9.23	\$ 9.41

**Classifications: Computer Graphic Technician/Graphic Designers**

Class I	\$ 19.31	\$ 19.70	\$ 20.09
8 <sup>th</sup> 6 months	\$ 18.17	\$ 18.53	\$ 18.90
7 <sup>th</sup> 6 months	\$ 17.36	\$ 17.71	\$ 18.06
6 <sup>th</sup> 6 months	\$ 16.41	\$ 16.74	\$ 17.07
5 <sup>th</sup> 6 months	\$ 15.44	\$ 15.75	\$ 16.07
4 <sup>th</sup> 6 months	\$ 14.47	\$ 14.76	\$ 15.06
3 <sup>rd</sup> 6 months	\$ 13.50	\$ 13.77	\$ 14.05
2 <sup>nd</sup> 6 months	\$ 12.55	\$ 12.80	\$ 13.06
Start 1 <sup>st</sup> 6 months	\$ 11.60	\$ 11.83	\$ 12.07

\* Art Department supervisor earns 20 per cent premium.

\*\* Where an employee's present wage rate is in excess of the present wage rates, the % increase shall be applied to their current rate of pay.

\*\*\* 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.

## **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/behavior does not cease, may report the incident to their immediate supervisor or to the Human Resource Manager or to the Vice President of Human Resource of Sun Media Corporation 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 alleged offender and her/his rights must also be protected. S/he 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.

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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_