

COLLECTIVE AGREEMENT

Between

NAYLOR PUBLICATIONS CO. (CANADA)

And the

MEDIA UNION OF MANITOBA,

LOCAL No. 191 of the

COMMUNICATIONS ENERGY AND PAPERWORKERS UNION OF

CANADA

April 1, 2004 to March 31, 2009

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THIS AGREEMENT made this _____ day of _____, 2004

between

NAYLOR PUBLICATIONS CO. (CANADA)

Hereinafter referred to as "The Company" of the FIRST PART,

and

MEDIA UNION OF MANITOBA, Local 191 of the Communications, Energy and Paperworkers Union of Canada,

Hereinafter referred to as "The Union" of the SECOND PART WHEREAS the Collective Agreement bearing the date of the 1st of April, 2001 between the Company and the Union expired the thirty-first day of March 2004 and a new agreement has been reached, the terms and conditions hereinafter set forth.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

RECOGNITION: The Company recognizes the Union as the exclusive representative of all employees within the jurisdiction of the Union in the Company. 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 that 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. The Union therefore agrees that it will co-operate with the Company and support its efforts to assure a full days work on the part of its members, and that 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 1 - Introduction, Scope of the Bargaining Unit

- 1.1 This agreement applies to all production employees employed by the Company.
- 1.2 All employees who are members of the Union, or become such, shall remain members in good standing during the life of the agreement.
- 1.3 New employees shall become members of the Union after thirty (30) days' employment.
- 1.4 The Company recognizes and will not interfere with the rights of its employees to become members of the Union. There will be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union.
- 1.5 The Union agrees that it will not permit its agents to engage in misrepresentation, intimidation or discrimination against employees who are not members of the Union, nor will the Union carry on union activity or solicit membership in the Union on Company time or on Company property save and except the passing on of such matters as is within the scope of the Union, e.g. apprenticeship courses or technical training material.
- 1.6 The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no collective action which will stop or interfere with production during the life of this agreement, it being understood however, that the employees will have no obligation to work on materials received from or destined to any workplace which is locked out, involved in a legal strike, or which is involved in an unfair labour practice.
- 1.7 The parties further agree that there will be no arbitrary limitation placed upon production of any individual or group of workers, but it is understood that all employees are expected to be diligent in their efforts to be productive and help the company maintain the competitive edge.
- 1.8
 - a) The Company recognizes the Chapel Chairperson to be the Union's representative in each department covered by this agreement.
 - b) Following receiving permission of their manager, the chapel chairperson(s) shall be granted reasonable time during his/her regular working hours to perform his/her union duties (including the investigation

and processing of grievances or complaints, posting notices, interviewing other employees) without loss of pay.

- 1.9
- a) Members of the bargaining unit, selected by the Union to the Bargaining Committee, shall be granted time away from normal duties as may reasonably be required for the purposes of collective bargaining or other Union business as may reasonably be required of the Bargaining Committee.
 - b) The Union shall give the Company reasonable notice (not less than twenty-four (24) hours) of any Union business (such as collective bargaining) which would require the attendance of one or more of the Bargaining Committee or the Chapel Chairpersons. Such notice is specifically excluded in the case of a disciplinary meeting.
 - c) Union members engaged in Union business will suffer no loss of seniority as a result of such activity.
 - d) When union business is conducted during a portion of the normal work week for the purposes of collective bargaining, the Company will record all time allocated to the conduct of said business by the members of the bargaining unit designated by the Union. The Company will pay the designated employees at their applicable rates of pay. The Company will invoice the Union for such wages and the Union will reimburse the Company's expenses as invoiced.
 - e) Subject to the provisions of the Workers Compensation Act, the Company will continue to pay assessments to Workers Compensation with respect to employees who are off work on union leave.
- 1.10
- a) The Company shall deduct from the wages of each member of the bargaining unit the amount of dues payable to the Union on a monthly basis.
 - b) The Company shall remit to the Union on a monthly basis all dues collected, together with a report of employees subject to such dues deducted.
 - c) The Union shall notify the Company in writing of the rate of dues to be deducted. The Union shall notify the Company in writing at least thirty (30) days prior to the first day of the month in which changes to dues take effect.
- 1.11
- The Union shall indemnify and save the Employer harmless from any and

all claims, demands and proceedings that may arise from any deductions or any related action or actions.

1.12 The Employer shall supply the Union with the following information for each new employee hired prior to the end of their probationary period.

- i) Name, address
- ii) Date of hiring
- iii) Job Classification and level

1.13 Company Harassment Policy:

The Company and the Union will not tolerate abuse of its' employees, whether the abuse be physical, verbal, mental, emotional, or of any kind whatsoever. This prohibited abuse includes all forms of sexual harassment. Our policy of non-tolerance of abuse extends to relations between an employee and any other employee, whether or not the employee being abused is under the normal working authority of the person responsible for the abuse.

Every employee at this company should realize that anyone who practices abuse or harassment could be subject to dismissal. There are many circumstances when a second chance is not warranted and in those circumstances a second chance will not be given.

If any employee feels that he/she has been abused by another employee, then a confidential discussion may be held with the department head of the upset employee, or directly with the general manager. The matter will be fully investigated on a confidential basis, and all parties to the complaint will be advised of what our decision is.

1.14 A Chapel Chairperson shall be given an opportunity to interview each new employee during regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of union membership.

1.15 Neither the Company nor the Union shall discriminate against an employee with respect to terms or conditions of employment on the grounds of ancestry, ethnic background, religion, age, sex, sexual orientation, marital or family status, political association, physical or mental disability or any other ground covered by provincial legislation.

1.16 In administering this agreement, the employer shall act reasonably, fairly,

in good faith and in a manner consistent with the agreement as a whole.

- 1.17 The Company will allow the Union to provide and install shatter-proof glass-covered, lockable bulletin boards in the designated areas of each of the following departments for use by the Union for the posting of official Union notices only: pre-press, press and bindery time-clocks. The size of the bulletin board to be jointly agreed upon by the Company and Union.

ARTICLE 2 - DISCIPLINE

- a) The Company shall not discipline or dismiss any employee who has completed their probationary period except for just cause.
- b) A member of the bargaining unit shall be accompanied by a union representative in any written disciplinary meeting with management.
- c) Before any record of discipline is placed in the employee's file, he/she shall examine the document and shall sign it. The signature is placed thereon with the express understanding that it does not necessarily indicate agreement with the contents. The employee's reply to the discipline step shall become part of his/her record.
- d) The record of any employee shall not be referred to for disciplinary purposes at any time after twenty-four (24) months of continuous employment.
- e) Once a year, or in the event of an investigation involving any disciplinary measures, employees are entitled to review their personnel file, at a mutually agreeable time and in the presence of a Company representative and in the presence of a Union representative. At the employee's request, the Company will supply a copy of any document contained within the personnel file.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.1 All Employees have the right to express to management, any grievance they may have concerning any matter relative to their work and welfare.
- 3.2 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible.

- 3.3 An employee may discuss a complaint with his/her manager in an attempt to resolve a situation prior to filing a grievance.
- 3.4 If such informal discussion does not result in a satisfactory resolution of the employee's complaint, he/she will resort to the formal grievance procedure. Any employee grievance must be submitted to the chapel chairperson within fifteen (15) working days of its first coming to the attention of the affected party.
- a. If an employee has a grievance or question which he wishes to discuss with the Company, he shall within three (3) working days after completing step 3.3, take the matter up with his immediate manager and he/she shall be accompanied by an authorized union representative.
 - b. The employee's grievance will be stated in writing and signed by the Employee and the Chapel Chairperson and taken up with the immediate manager. If the result is not settled satisfactorily within five (5) working days, (c) may be invoked.
 - c. The grievance will be discussed between the representative of the Union and Senior Management of the Company. If this fails to resolve the dispute within five (5) working days, the matter may be then referred to Arbitration.
 - d. Time extensions to a., b., or c., may be mutually agreed upon.

ARTICLE 4 - ARBITRATION

- 4.1 Failing settlement of any grievance under the procedure set forth in Article 2, such grievance may be submitted to arbitration provided it has been properly processed under Article 2.
- 4.2 A request for arbitration shall be made in writing by either party addressed to the other party to this Agreement and shall be made within ten (10) working days after exhausting the grievance procedure established by this Agreement. This matter is to be submitted to a single arbitrator to be chosen in rotation from a panel consisting of three individuals as follows:
- 1. Bill Hamilton
 - 2. Arne Peltz
 - 3. Paul Teskey

- 4.3 If any individual of the above panel who, having been requested in his turn to act as arbitrator on an arbitration, shall be unable or unwilling to act, he shall not again be requested to act as Arbitrator on any arbitration until his name comes up again on the regular rotation of the panel.
- 4.4 Each of the parties hereto will jointly bear the expenses of the Arbitrator, if any. The proceedings of the Arbitrator will be expedited by the parties hereto.
- 4.5 The Arbitrator shall not have jurisdiction to alter, enlarge, modify, or amend the provisions of this Collective Agreement, nor to make any decision inconsistent therewith.
- 4.6 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee, or employees concerned, and any necessary witnesses; and all necessary arrangements will be made to permit the conferring parties to have access to the plant and view the disputed operations and to confer with the necessary witnesses.
- 4.7 The Arbitrator's decision shall be final and binding on both parties.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Union recognizes the right of the Company to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 5.2 The union further recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The company has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

ARTICLE 6 - SENIORITY LISTS

- 6.1 Seniority lists will be established and kept up to date. Seniority of full-time employees as used in this Agreement means continuous length of

service within the bargaining unit from the date of hire. Employment shall be deemed continuous unless interrupted as set forth in Section 6.5.

- a) In cases of promotion, demotion, upgrading and transfer, the skill, ability and efficiency of the employee shall be the governing factors, and where these things are equal, seniority will be the guiding factor.
- b) Senior employees shall be given first choice of vacation, days off, and shift starting times. These situations are subject to production necessities as determined by the employer.
- c) All time prior to the commencement of Long Term Disability shall be considered seniority for the purpose of vacation accrual. Time on Long Term Disability will not be used for the purpose of vacation accrual.

6.2 The Union shall be notified in writing immediately of all promotions, demotions, layoffs, upgrading transfers or disciplinary action concerning an employee. The foregoing shall not be interpreted as conflicting with the disciplinary rights of management.

6.3 Where it is necessary to reduce the working force within a classification, seniority shall be the only governing factor. Where an employee is qualified to work in more than one classification, he/she may bump an employee in that classification if he/she has the skills and seniority to perform the duties of that classification within a ten (10) working day familiarization period.

6.4 An employee will be considered probationary for the first sixty (60) working days and will have no seniority rights during that period; and his employment may be terminated at any time during such probationary period, and such termination shall not be subject to the grievance procedure. After sixty (60) working days service his seniority shall date back to his most recent date of employment with the company.

(a) An employee promoted to a higher classification shall be considered probationary for the first sixty (60) working days. The Company may return the employee to his/her former classification without loss of seniority. If the Employee requests, he/she shall return to his/her former classification without loss of seniority.

6.5 Seniority shall terminate when an employee:

- a) Quits for any reason;
- b) Is discharged and is not reinstated through the grievance procedure.
- c) Is on layoff for more than twelve (12) months.
- d) Fails to report for work within five (5) working days after being notified by the company following a layoff, or fails to inform the company within five (5) working days of recall that he will report for work, or make alternative arrangements satisfactory to the employer.
- e) It shall be the duty of each employee to notify, in writing, the company payroll department immediately of any change in his address. If an employee fails to do this, the company will not be responsible for failure to communicate with such employee.
- (f) Retires.
- (g) Any employee who, without reasonable justification, fails to call in to the workplace for three (3) consecutive working days, shall lose their seniority standing and their name shall be removed from all seniority lists.

6.6 Employees who accept a position outside the scope of the agreement will retain the seniority accrued to that time. Accrual of seniority will recommence from the date the employee returns to a covered classification, which shall be added to his or her previously accumulated seniority.

6.7 For the purpose of wage progression, an employee will progress to the next higher wage increment based on time worked. Time spent on Workers Compensation up to a maximum of a one-year period shall count as service for the purpose of wage progression.

ARTICLE 7 - RECALL OF EMPLOYEES

7.1 Employees who have completed six (6) months service, who are laid off, will be retained on the Company's seniority list for a period of one year, after which they will be struck from the list.

ARTICLE 8 - LEAVE OF ABSENCE

8.1 The Company may, after receiving a request in writing from the employee,

grant a leave of absence to any employee for legitimate reason and any person who is absent with written permission shall have their seniority continue to accumulate during his/her absence. Vacation shall not accrue during any leave of absence longer than one month.

ARTICLE 9 - WORKING CONDITIONS AND RULES

- 9.1 In the event the Company proposes to effect technological change which will affect bargaining unit jobs within the Winnipeg plant,
- a) It is hereby agreed that the parties to the Agreement shall act in accordance with "The Labour Relations Act" of Manitoba as set out in Section 83(1) to Section 86 inclusive, L.R.M. 1987, c.L10.
 - b) The employees of a department that are required by the employer to retrain due to technological change (new equipment including computer software), shall be afforded the opportunity to train on this new equipment. Such employees are expected to share with the company in initiatives to improve skills and abilities. Coincidental with the formal decision to purchase new equipment, which may significantly alter the work requirements of an employee's job, the employer will notify the Union in writing. Within a further ten (10) working days the parties will meet to formulate training programs.
- 9.2 It is mutually agreed that the agreed to standards of working conditions be observed, although on occasion when a deviation may be temporarily necessary, both parties to this agreement agree to co-operate to the fullest extent to prevent any abuse in this respect.
- 9.3 No permanent employee will be laid off because of technological change or new methods of operation unless such employee refuses, without good reason, to avail themselves of additional training provided to equip the employee with the skills required by the technological change or new method of operation.
- 9.4 Where an employee fails to meet the job requirements upon completion of the training provided in paragraph 9.3, they shall be given the first opportunity to fill other vacancies at the rates of pay applicable to those

positions, subject to the employee's ability to meet the requirements of the available positions.

ARTICLE 10 - WORK WEEK AND HOURS

10.1 a) The standard work week shall be thirty-seven and one half (37 1/2) hours, Monday to Friday.

b) In the event the Company determines a 7-day operation is necessary, they shall, prior to implementation of any such operation:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		OFF	OFF	OFF			
Week 2			OFF	OFF	OFF		
Week 3				OFF	OFF	OFF	
Week 4					OFF	OFF	OFF
Week 5	OFF					OFF	OFF
Week 6	OFF					OFF	OFF
Week 7	OFF	OFF					OFF
Week 8	OFF	OFF	OFF				

1. give 30 days notice to the union during which time the parties shall meet to discuss the implementation of the 4-day work week;

2. agree to implement the schedule of shifts and days off as attached to the agreement (Schedule 1) unless otherwise agreed to by both parties;

3. negotiate with the union with respect to the impact of the 7-day operation on provisions of the agreement, including vacation, sick pay and paid holidays;

4. give notice to the employees of an additional thirty (30) days of the change of shift schedule.

10.2 Day shift work shall be performed between the hours of six a.m. and six p.m. An evening shift is one which commences after noon. Night shift will be defined as work performed between six (6) p.m. and six (6)a.m.

10.3 When three (3) shifts are worked, one shall be day, one evening, and one night. The third shift work week shall start at 12:01 a.m. Monday if so desired. An evening or night shift starting before the finish of the day shift

shall be considered a premium shift. When an employee is scheduled to go on day shift, after his regular period on night shift, (or vice versa) no one may interfere to keep him off his scheduled shift except in case of emergency.

10.4 a) A part time employee is one who is hired to work regularly less than 70% of the work week. Seniority of part time employees shall accumulate based on pro-rata system, i.e.: 37.5 hours equals one week and 1950 hours equals one (1) year.

b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement. Mutual agreement shall not be required for a temporary employee who is replacing a full time employee on approved leave of absence that exceeds three (3) months.

c) Part time and temporary employees shall be paid on an hourly basis provided for their classification and their experience and shall advance on the schedule of rates of pay according to the actual hours worked.

d) In the event of a part time or temporary employee becoming a full time employee, he or she shall have their seniority date adjusted to take into account all hours previously worked. Where a part time employee works full time hours on a regular basis, in excess of a six- (6) month period, they shall be deemed to be a full time employee.

e) Part-time employees shall be entitled to benefits as per Article 14 once they have been employed by the company for a one-year period and have worked at least one thousand hours in the previous year. Part time employees shall be covered by the pension provision of the agreement once they have achieved their six (6) month wage increment.

10.5 Shift schedules shall be posted at least 7 working days in advance. Changes to the shift schedule shall not be made with less than forty-eight (48) hours notice, except in emergencies, unless by mutual agreement between management and the affected bargaining unit member(s).

ARTICLE 11 - OVERTIME

11.1 Overtime shall be paid at the completion of a standard shift. Pay shall be time and a half for the first three (3) hours after the completion of a standard shift and double time thereafter, except in cases where casual time off has been requested and granted to an employee, necessitating

overtime work during that week by that employee, in which case, the number of hours missed will be made up at straight time.

- 11.2 Sixth shift work shall be defined as work performed after the completion of a standard work week of thirty-seven and one half (37 1/2) hours. Work performed on a sixth shift shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- 11.3 Double time shall be paid for time worked on a seventh shift.
- 11.4 The Company will give twenty-four (24) hours notice to the employees of any sixth or seventh shift work. The Company will give six (6) hours notice to the employees previous to the end of a shift if overtime is required. Overtime work will be fairly distributed among all members of a department. Where previous notices are not given, lunch money in the amount of (\$6.00) shall be paid to the employee concerned.
- 11.5 Banked overtime shall be calculated in the same manner as set forth in section 10.1. Optional banked overtime for employees will not exceed two (2) weeks at any given time. All overtime exceeding two weeks will be paid at the rate of pay at time of banking.
- a) Employees will only again accumulate optional banked time when the previous accumulated time is used, and that individual's level falls below the two weeks maximum.
 - b) Once accumulated the employees must schedule the time off within twelve months of time being earned.

ARTICLE 12 - SHIFT PREMIUMS

- 12.1 a) A shift premium of seven and one-half percent (7.5%) will be added to the wages of evening shift employees, and a shift premium of ten percent (10%) will be added to the wages of night shift employees.
- b) Those employees, who have regularly received a differential for the past four months, shall receive the differential for vacations and general holidays.
- 12.2 If three out of five days of the standard work week are worked on nights then the applicable shift premium will be paid for all hours worked in that week.

- 12.3 No employee shall be compelled to work alone on the premises. Manitoba Health and Safety Regulations apply.
- 12.4 Where an employee works on overtime during a shift to which he or she is entitled to a shift premium, the company shall pay overtime rates in accordance with overtime provisions of the collective agreement, with respect to time and a half and double time, and overtime rates shall be paid on the wage rate, including shift premium, for all hours of overtime worked on that shift.
- 12.5 Should a weekend shift be implemented within a department the Union shall provide a qualified person that meets company requirements from within that department to supervise any part-time employees required to work on Saturdays and Sundays. The supervisors positions may be on a volunteer or rotation basis. A supervisor shall be paid for a full shift at the regular straight time rates plus a premium of ten percent (10%).
- 12.6 Shift premiums shall be added to the wages of employees as follows: Shift Supervisors shall receive ten (10) percent to a maximum of two (2) dollars per hour and Assistant Supervisors shall receive five (5) percent to a maximum of two (2) dollars per hour.

ARTICLE 13 - PAID HOLIDAYS

- 13.1 The following ten (10) days per calendar year are recognized by the Company and the Union as paid holidays for employees. In order to qualify for payment the employee must have reported for the regular shift immediately preceding and immediately following the holiday; exceptions to this being an absence due to vacation, illness proven by a doctor's certificate, approved leave of absence not exceeding two (2) weeks prior to the holiday, and if laid off in the two (2) week period immediately preceding the holiday, and any other authorized absence. When a statutory holiday falls on a Sunday or a Saturday, that is a non-working day, the holiday will be granted on the working day immediately preceding or following the statutory holiday.

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

- 13.2 If Heritage Day, through legislation, is declared to be a statutory holiday it

will be recognized by the Company and the terms of the section shall so apply.

- 13.3 If required to report, employees will receive one day's pay for the holiday and applicable overtime rates for all hours worked.
- 13.4 Should one of the above-named holidays fall on an employee's scheduled day off or during a paid vacation, he will receive another day off with pay, at a time mutually satisfactory to the employee and his/her immediate manager.
- 13.5 Effective upon ratification of this agreement, full time employees shall receive annual vacation with pay according to their anniversary date of employment as follows.
- 13.6 Employees with one (1) or more years' continuous service with the Company shall receive two (2) weeks vacation with pay each year.
- 13.7 Employees with three (3) or more years' continuous service with the Company shall receive three (3) weeks vacation with pay each year.
- 13.8 Employees with nine (9) or more years' continuous service with the company shall receive four (4) weeks vacation with pay each year. Effective April 1, 2007, employees with eight (8) or more years' continuous service with the Company shall receive four (4) weeks vacation with pay each year
- 13.9 Employees with eighteen (18) or more years' service with the company shall receive five (5) weeks' vacation with pay each year. Effective April 1, 2007, employees with seventeen (17) or more years' service with the Company shall receive five (5) weeks vacation with pay each year.
- 13.10 It is intended that the two and three weeks vacation shall be taken in one continuous period. Any deviation from this policy shall be considered a special privilege and may be granted only on special request to the Company. The fourth week's vacation may be taken with the other three at the discretion of the Company.
- 13.11 Vacation pay per week shall be the standard work week multiplied by the rate in existence at the time vacation is taken. Overtime shall not be calculated in vacation pay.
- 13.12 When an employee leaves the Company, for cause or other wise, he or she will be paid all outstanding vacation pay, calculated to the date of his

leaving the Company's employment, within ten (10) days of such termination or resignation.

- 13.13 All employees whose names appear on the seniority list shall be entitled to receive vacation pay as outlined above, and shall have first choice of vacation periods, according to their status on that list.
- 13.14 Plant closure for two (2) or three (3) weeks for vacation purposes shall require sixty (60) working days notice to the employees.
- 13.15 Employees shall be entitled to postpone the taking of their scheduled vacation in the event of illness or bereavement. The employee must notify the employer at the time of illness or bereavement, and supply appropriate documentation if requested.

ARTICLE 14 - DENTAL PLAN AND EXTENDED HEALTH BENEFIT PLAN

- 14.1 Benefits shall be extended to same sex spouses on the same basis as opposite sex spouses, provided that a spousal declaration on the appropriate application has been properly made prior to any claim being made.
- 14.2 The Company agrees to pay seventy-five (75) percent of the employees' premiums into the Maritime Group Benefit Health (including prescription drug card) and Dental Plan. The Company also agrees to pay seventy-five (75) per cent of the employees' premiums into Maritime Vision Care (benefit not to exceed two hundred fifty dollars (\$250) per twenty-four (24) months). The other twenty-five (25) per cent of the premiums shall be deducted from the employees' pay and remitted by the Company.
- The Union agrees that the Company may obtain identical coverage on the above plans from an alternate insurance carrier should it be deemed economically feasible.
- 14.3 The Company agrees to pay seventy-five (75) percent of the employees' premiums to a life insurance and accidental death and/or dismemberment plan with coverage equal to two (2) times the employees' yearly salary.
- 14.4 The Company agrees to administer insurance coverage for Long Term Disability, providing 66.67 per cent of the employee's annual income, with the premium one hundred percent (100%) paid for by the employees in a manner which will cause the LTD carrier to waive all premiums for Life,

AD&D, and continuing LTD coverage during any period of Long Term Disability.

- 14.5 The Company agrees to pay the employer's share of benefit premiums in the event that an employee is absent due to sickness, disability, parental leave, or any approved leave of absence to a maximum of twelve (12) months. After twelve months, the employee shall have the option to continue dental and health coverage with the premiums totally paid for by the employee. The Company shall be entitled to withhold its share of premiums once an employee is in default of paying the employee's share of the premiums for a period of sixty (60) days from the commencement of benefit payments.
- 14.6 Employees who are required to regularly work with video display terminals shall be entitled to an additional one hundred (100) dollars per year benefit coverage for the purchase of eyewear.

ARTICLE 15 - OTHER CONDITIONS

- 15.1 Employees directed to report for work shall be paid a full shift's pay. However, in cases beyond the control of the Company, one half (1/2) shift's pay shall be paid. This applies to designated times, for the employees willing, able and expecting to work.
- 15.2 If requested to perform duties in a higher classification, an employee shall be paid at the increment level which guarantees them at least one (1) dollar an hour increase in wages (ie: where there is not a one dollar an hour increase at that level, the employee will be paid at the next higher increment level.) Therefore, employees shall progress in that classification, on the following basis: 500 hours of work shall be equivalent to six (6) months of service. 1000 hours of work shall be equivalent o one year of service and so forth.
- 15.3 In the event of economic downturn, consolidation, merger, or closure, and further only if working notice is not provided, all affected employees shall receive, for every year of service or major fraction thereof, severance pay as follows:
 - 1 - 3 years of service 2 weeks severance pay
 - 3 - 6 years of service 4 weeks severance pay
 - 6 - 10 years of service 7 weeks severance pay
 - Over 10 years of service 1 week severance pay per year of service

- 15.4 In the event of newly created positions or positions where an employee's duties have substantially changed, the parties shall meet to establish a fair and consistent wage rate. If the parties are unable to reach an agreement, the matter may be referred to the grievance procedure.

ARTICLE 16 - PAY FOR ABSENCE DUE TO SICKNESS

- 16.1 Regular employees shall be entitled to a partial payment of wages for absence due to sickness or other causes during the standard work week, when not covered by the Workers Compensation or Employment Insurance Benefits, up to a maximum of ten (10) working days in one calendar year, with accumulation of unused sick leave from the previous calendar year to a maximum of fifteen (15) working days. Employees employed less than one calendar year shall be allowed one day partial payment of wages for every five (5) weeks of employment.
- 16.2 Each employee is required to notify his/her immediate manager prior to the start of his/her scheduled work period if she/he is going to be absent for any reason and the probable length of the absence. Each employee is also required to request and obtain permission from his/her immediate manager before leaving work for any reason during his/her scheduled work period. The employee must render to his or her employer a medical certificate, duly signed by a medical practitioner, stating inability to work to qualify for sick benefits.
- 16.3 One working day must elapse before the employee becomes entitled to receive sick pay and the employee is not entitled to any payment for that day. If the absence continues for two or more consecutive working days, benefits will be paid from the second day on. If an employee has no sick time in a previous quarter they will accumulate one (1) first paid sick day to be used subsequently. The first quarter will commence from April 1 to June 30, 2004. An employee can accumulate up to three (3) first sick days.
- 16.4 Sick pay will be calculated on the basis of one hundred per cent (100 %) of the employee's rate of pay, including night differential and supervisor's premium.
- 16.5 As part of their sick leave employees will be entitled to three (3) days of sick leave per year where they are required to be absent due to an immediate family illness or emergency. The employee must also notify

the employer to arrange the leave and provide appropriate medical documentation if requested. For the purpose of this clause immediate family is defined in Article 17.1 of the Collective Agreement.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.1 In the event of death in an employee's immediate family up to five (5) days' leave of absence with pay will be granted at the regular rate of pay for the day or days as applicable. By immediate family is meant spouse (including common law or same sex spouse) or child including step children.
- 17.2 Up to three (3) days paid leave will be granted in the event of death to employee's mother, father, step parents, sister, brother and grandchildren.
- 17.3 In the event of employee's grandmother, grandfather, brother-in-law, sister-in-law, mother-in-law or father-in-law, up to one (1) day's absence with pay, at the regular rate of pay, will be allowed for funeral attendance.
- 17.4 If required by the Company, the employee will provide proof of the bereavement in a form sufficient to support the claim for leave. Such proof will not be required prior to any bereavement leave.
- 17.5 Where an employee is entitled to paid bereavement leave pursuant to Articles 17.1, 17.2 and 17.3, they may request an additional period of unpaid bereavement leave if they are required to travel outside the province or country to attend the funeral. The employee must also notify the employer to arrange the bereavement leave and provide appropriate documentation if requested.

ARTICLE 18 - JURY DUTY

- 18.1 All employees called for jury duty or as witnesses in Court of Queens 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. It is understood that an employee called for jury duty will not be expected to perform duties on night shift for the duration of time that he or she is required to report to court.

ARTICLE 19 - PARENTAL LEAVE

- 19.1 An unpaid leave will be granted upon request for maternity or parental leave in accordance with the Employment Standards Code.
- 19.2 Time spent on maternity or paternity leave shall count as service for the employee for the purpose of all contract benefits including the accrual of unpaid vacation during the period of the leave, to be taken at the employee's option.
- 19.3 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.
- 19.4 To assure continuation of Group Benefits, all benefit premiums, i.e. Dental, Extended Health, shall be prepaid on the last pay period before going on such leave at the employee's discretion. The employee will pay the employee's share of the premiums during the period of parental leave. The Company will continue to pay the Company's share of the premiums during the period of parental leave.

ARTICLE 20 - HEALTH AND SAFETY COMMITTEE AND VDTs

- 20.1 In accordance with the provisions of the Manitoba Workplace Safety and Health Act, a Safety and Health Committee will be established and maintained.
- 20.2 A pregnant employee who normally works on VDTs will, on request, be reassigned to work that does not involve VDTs, where such work is available within the printing plant, at the rate of pay for that classification.
- 20.3 Where employees are required to wear uniforms, any cost associated with the rental and cleaning of such uniforms will be paid for by the Company. The company shall supply two (2) shirts every six (6) months to everyone who is not covered by the uniform requirement above.
- 20.4 Where employees are required to wear safety footwear, the Company will provide a safety boot allowance in the amount of one hundred dollars (\$100) per year, or two hundred dollars (\$200) every two years, upon receipt of purchase of such footwear.

- 20.5 Employees may be required from time to time to wear safety equipment such as hearing protection, or safety glasses in performing their duties. All such safety equipment shall be provided by the Company, and at the Company's expense. Whenever such safety equipment is required to be used, then the correct use of such safety equipment shall be deemed to be a condition of employment. Failure by an employee to correctly use required safety equipment will be subject to discipline.
- 20.6 Employees who are required to regularly work directly with video display terminals and/or perform detailed inspection work of Company products shall be entitled to have their eyes examined by an ophthalmologist/optometrist of the employee's choice once per year. The Company shall grant a leave of absence without pay for employees to have such tests and the employer shall assume the costs of such tests where such costs are not covered by insurance.
- 20.7 Employees who operate V.D.T.'s on an ongoing basis shall have a ten (10) minute break away from the V.D.T. after each three (3) hour period of continuous operation, except where the employee is otherwise entitled to a rest break or a meal break.
- 20.8 The Company agrees to test the workplace in connection with EMF guidelines as recommended by the joint Workplace Health and Safety Committee.
- 20.9 Appropriate back braces shall be supplied to those employees who reasonably require such equipment for the purpose of heavy lifting.

ARTICLE 21 - DURATION OF THIS AGREEMENT

This agreement becomes effective April 1, 2004 and shall remain in force and effect up to and including March 31, 2009, and from year to year thereafter unless either party notifies the other at least (60) days prior to the expiration date of this agreement of a desire to change or amend any or all of the provisions of this agreement.

ARTICLE 22 - CLASSIFICATION AND WAGE SCALE

PREPRESS

(Ads, Layout, Data Conversion, Scanning, Customer Support)

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	12.41	12.72	13.04	13.43	13.83
6 MNTHS	13.61	13.95	14.30	14.73	15.17
1 YEAR	14.81	15.18	15.56	16.03	16.51
18 MONTHS	16.01	16.41	16.82	17.33	17.85
2 YEARS	17.20	17.63	18.07	18.61	19.17
30 MONTHS	18.11	18.56	19.03	19.60	20.19
3 YEARS	18.99	19.46	19.95	20.55	21.17
42 MONTHS	20.20	20.71	21.22	21.86	22.52
4 YEARS	21.41	21.95	22.50	23.17	23.87
5 YEARS	23.17	23.75	24.34	25.07	25.82

PREPRESS

(Technical Support)

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	13.34	13.68	14.02	14.44	14.87
6 MNTHS	14.63	14.99	15.37	15.83	16.30
1 YEAR	15.92	16.32	16.73	17.23	17.75
18 MONTHS	17.21	17.64	18.08	18.62	19.18
2 YEARS	18.49	18.95	19.42	20.00	20.60
30 MONTHS	19.47	19.96	20.46	21.07	21.70
3 YEARS	20.41	20.93	21.45	22.09	22.75
42 MONTHS	21.71	22.25	22.81	23.49	24.20
4 YEARS	23.02	23.59	24.18	24.91	25.66
5 YEARS	24.90	25.53	26.17	26.95	27.76

PROOFREADER

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	12.41	12.72	13.04	13.43	13.83
6 MNTHS	13.61	13.95	14.30	14.73	15.17
1 YEAR	14.81	15.18	15.56	16.03	16.51
18 MONTHS	16.01	16.41	16.82	17.33	17.85
2 YEARS	17.20	17.63	18.07	18.61	19.17
30 MONTHS	18.11	18.56	19.03	19.60	20.19

PLATEMAKER

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	12.41	12.72	13.04	13.43	13.83
6 MNTHS	13.61	13.95	14.30	14.73	15.17
1 YEAR	14.81	15.18	15.56	16.03	16.51
18 MONTHS	16.01	16.41	16.82	17.33	17.85
2 YEARS	17.20	17.63	18.07	18.61	19.17

STRIPPER/BINDERY TECH

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	12.41	12.72	13.04	13.43	13.83
6 MNTHS	13.94	14.29	14.65	15.09	15.54
1 YEAR	15.47	15.86	16.26	16.75	17.25
18 MONTHS	17.03	17.45	17.89	18.43	18.98
2 YEARS	18.55	19.01	19.49	20.07	20.68
30 MONTHS	20.10	20.61	21.12	21.76	22.41
3 YEARS	21.64	22.18	22.73	23.41	24.12
4 YEARS	23.17	23.75	24.34	25.07	25.82

BINDERY HELPER

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	9.32	9.56	9.80	10.09	10.39
6 MNTHS	9.91	10.16	10.41	10.73	11.05
1 YEAR	10.49	10.75	11.02	11.35	11.69
18 MONTHS	11.07	11.35	11.63	11.98	12.34
2 YEARS	11.66	11.95	12.25	12.62	13.00
30 MONTHS	12.42	12.73	13.05	13.44	13.85
3 YEARS	13.19	13.52	13.86	14.27	14.70

SHIPPER/RECEIVER

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	12.41	12.72	13.04	13.43	13.83
6 MNTHS	13.72	14.06	14.41	14.84	15.29
1 YEAR	15.00	15.38	15.76	16.24	16.72
18 MONTHS	16.30	16.71	17.12	17.64	18.17
2 YEARS	17.61	18.05	18.50	19.05	19.62

5 CLR PRESS OPERATOR

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	23.32	23.90	24.50	25.23	25.99
6 MNTHS	24.30	24.91	25.54	26.30	27.09
1 YEAR	25.31	25.94	26.59	27.39	28.21
18 MONTHS	26.31	26.97	27.64	28.47	29.32
2 YEARS	27.32	28.00	28.70	29.56	30.45
30 MONTHS	28.30	29.01	29.73	30.63	31.55
3 YEARS	29.31	30.04	30.79	31.72	32.67
4 YEARS	30.31	31.06	31.84	32.80	33.78

5 CLR FEEDER

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	15.28	15.66	16.06	16.54	17.03
6 MNTHS	16.70	17.11	17.54	18.07	18.61
1 YEAR	18.12	18.57	19.04	19.61	20.20
18 MONTHS	19.56	20.05	20.55	21.16	21.80
2 YEARS	21.00	21.53	22.07	22.73	23.41
3 YEARS	22.43	22.99	23.56	24.27	25.00

2 CLR PRESS OPERATOR

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	17.49	17.93	18.37	18.93	19.49
6 MNTHS	18.45	18.91	19.39	19.97	20.57
1 YEAR	19.41	19.89	20.39	21.00	21.63
18 MONTHS	20.36	20.87	21.39	22.03	22.69
2 YEARS	21.34	21.87	22.42	23.09	23.78
30 MONTHS	22.32	22.88	23.45	24.16	24.88
3 YEARS	23.28	23.86	24.45	25.19	25.94
4 YEARS	24.23	24.84	25.46	26.22	27.01

2 CLR FEEDER

	<u>Apr 1 04</u>	<u>Apr 1 05</u>	<u>Apr 1 06</u>	<u>Apr 1 07</u>	<u>Apr 1 08</u>
START	14.62	14.98	15.36	15.82	16.29
6 MNTHS	15.74	16.14	16.54	17.04	17.55
1 YEAR	16.85	17.27	17.70	18.23	18.78
18 MONTHS	17.97	18.42	18.88	19.45	20.03
2 YEARS	19.08	19.55	20.04	20.64	21.26
30 MONTHS	20.20	20.71	21.22	21.86	22.52

ARTICLE 23 - CEP MULTI EMPLOYER PENSION PLAN

The Employer agrees to contribute to the CEP Multi Employer Pension Plan (hereinafter sometimes referred to as the Plan) four percent (4.0%) of weekly wages effective April 1, 2004, 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. The Employer will increase contributions to four and one half per cent (4.5 %) on April 1, 2007 and increase pension contributions to five per cent (5.0 %) on April 1, 2008. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, union leave, holidays, disability insurance, bereavement leave, jury and/or crown witness duty). The Plan is administered jointly by the Union and Employer trustee.

Article 24 – CEP Humanity Fund

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.

The Employer agrees to submit to the CEP Humanity Fund an amount equal to \$19.50 annually for full-time employees and \$12 annually for part-time employees in the bargaining unit. However for the purpose of deduction from the company's payroll the parties will set the equivalent monthly amount to be deducted from employees and remitted to the union. The amount shall be submitted no later than the 15th day of the month following the month in which the employee worked.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

Signed on behalf of the **Union:**

Date: _____

Signed on behalf of the **Company:**

Date: _____

Letter of Understanding between Naylor Publications Co. (Canada)
and Media Union of Manitoba, Local 191 of the communications, energy
and Paperworkers Union of Canada

RE: Pay for Absences Due to Sickness:

The parties agree that, with respect to those production employees working the varied work week (ie: Three shifts of 9.5 hours per day and one shift of 9.0 hours per day each week) Article 16.1 shall also apply as follows:

Employees shall be entitled to partial payment of wages for absences due to sickness or other related causes during their standard work week when not covered by Workers Compensation Benefits up to a maximum of 112.5 working hours. Employees employed less than one calendar year shall be allowed 7.5 hours payment of wages for every 5 weeks of employment.

As part of their sick leave, employees working on the varied work week shall be entitled to 22.5 hours of wages in one calendar year for family emergencies or family illness.

Signed on behalf of the Company:

Date: _____

Signed on behalf of the Union:

Date: _____

Letter of Understanding between Naylor Publications Co. (Canada)
and Media Union of Manitoba, Local 191 of the Communications, Energy
and Paperworkers Union of Canada

Re: Hours of Work:

The parties agree to a variation of the standard work week and hours with respect to the following groups of employees within the production department:

Platemakers
Stripper/Bindery Technician
Bindery Helpers
5 Colour Press Operators
5 Colour Feeders
2 Colour Press Operators
2 Colour Feeders

The standard work week shall be 37.5 hours, Monday to Friday inclusive, as follows:
three (3) shifts per week of 9.5 hours per day plus one shift per week of 9.0 hours per
day.

Meal periods shall be 30 minutes per shift, paid by the company.

Signed on behalf of the Company:

Date: _____

Signed on behalf of the Union:

Date: _____

Letter of Understanding between Naylor Publications Co. (Canada)
and Media Union of Manitoba, Local 191 of the Communications, Energy
and Paperworkers Union of Canada

Re: Letter of Understanding: Terry Kilimnik- (Shipper/Receiver)

Terry Kilimnik will be granted future wage increments as per the collective agreement.
Efforts shall be made to include additional duties which reflect her higher wage level.

Signed on behalf of the Company:

Date:_____

Signed on behalf of the Union:

Date:_____

**Letter of Understanding
between
Naylor Publications Co (Canada)
and
Media Union of Manitoba, Local 191 of the Communications, Energy and
Paperworkers Union of Canada**

Re: Vacation Scheduling

The employer shall make every reasonable effort to allow employees to select vacation periods by classifications in 2-week blocks in June, July or August based on seniority. The company shall facilitate the selection of the vacation dates by employees by April 1st of each year. The selection of a third or fourth week of holidays shall be made on the basis of seniority, once all employees have had opportunity to indicate their choice of the first two weeks of vacation.

Vacation schedules, once approved by the employer which shall be done by May 30th of each year, shall not be changed other than in cases of emergencies, except by mutual agreement between the employer and the employee.

For guidance, the employer agrees that, within the classifications set out below, the number of employees who will be allowed to take holidays at the same time will be as follows:

Bindery: Two (2) Helpers, one (1) Technician

Pre-Press: Two (2) Ad Setters, one (1) Directory Layout, one (1) Roster Layout, one (1) Magazine Layout, one (1) Proofreader

Press: One (1) Press Operator, one (1) Feeder

The parties agree that the above guidelines are based upon current staffing levels. In the event that staffing levels change, the parties agree that these guidelines should be adjusted in proportion to changes in staffing levels.

Signed on behalf of the Company: Date:_____

Signed on behalf of the Union: Date:_____

**Letter of Understanding
between
Naylor Publications Co. (Canada)
and
Media Union of Manitoba, Local 191 of the
Communications, Energy and Paperworkers Union of Canada**

Re: Pre-Press Hours of Work

The parties agree that the current practice for length of daily shifts for a five-day shift shall be maintained during this Collective Agreement.

Signed on behalf of the Company: Date: _____

Signed on behalf of the Union: Date: _____

**Letter of Understanding
between
Naylor Publications Co. (Canada)**

and

**Media Union of Manitoba, Local 191 of the Communications Energy and Paperworkers
Union of Canada**

Re: Merit Pay

Individuals who are currently receiving merit shall continue at their current rates of pay and receive future rate increases on their base pay as per the Collective Agreement. Individual merit rates will be provided to the Union annually on April 1 or sooner if requested by the Union. The company will also notify the Union of any merit rate decreases. The Company reserves the right to remove merit pay from individuals receiving it at its sole discretion.

Signed on behalf of the Company:

Date: _____

Signed on behalf of the Union:

Date: _____

Letter of Understanding

Between

Naylor Publications

And

**Media Union of Manitoba, Local 191 of the Communications, Energy and
Paperworkers Union of Canada**

Re: Quarterly Picking of Shifts by Seniority

The parties agree that the union employees in the production facility that are subject to shift work will chose shifts by seniority for their respective departments in each calendar quarter. This will commence with the quarter beginning October 1, 2003 and continue into the future on a quarterly basis.

The schedules for all shifts in each department will be posted forty-five (45) days in advance and shift selection must be completed within thirty (30) days.

For the Union:

For the Company:
