COLLECTIVE AGREEMENT

20/62/08

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART "A"
GRANVILLE SQUARE
(formerly The Newspaper Guild)
BUILDING SERVICES & INFORMATION
TECHNOLOGY, KENNEDY HEIGHTS



12385 (04)

TABLE OF CONTENTS

PREAMBLE	1
1. COVERAGE	1
2. UNION SHOP	2
3. CHECK OFF	2
4, HIRING	2
5. INFORMATION	
6. GRIEVANCE PROCEDURE	2
O TECHNOLOGICAL CHANCE	
8, TECHNOLOGICAL CHANGE	<i>6</i>
10. SEVERANCE PAY	7
11. TRANSFERS, PROMOTIONS AND TRAINING	7
12. HOURS AND OVERTIME	3
13. STATUTORY HOLIDAYS AND SUNDAYS	<u>Ş</u>
14. VACATION 15. SICK LEAVE AND HEALTH AND WELFARE BENEFITS	10
15. SICK LEAVE AND HEALTH AND WELFARE BENEFITS	11
16. EARLY RETIREMENT	12
17. PENSION PLAN	13
18. LEAVES OF ABSENCE	.,,,,13
19. PART-TIME AND TEMPORARY EMPLOYEES.	15
20. SALARIES SCHEDULE OF MINIMA	113
21, GENERAL WAGE PROVISIONS	16
22. EXPENSES AND EQUIPMENT	16
23. MISCELLANEOUS 24. LETTERS OF AGREEMENT INDEX	17
25. DURATION AND RENEWAL	17
LETTER OF AGREEMENT #1	10
HEALTH AND SAFETY	19
LETTER OF AGREEMENT #2	19
APPENDIX A & B	19
LETTER OF AGREEMENT #3	19
EMPLOYMENT CONTRACTORS	19
LETTER OF AGREEMENT #4	20
FAST-TRACK ARBITRATION	20
EXPEDITED ARBITRATION AWARD	21
LETTER OF AGREEMENT #5	21
TEMPORARY EMPLOYEES	21
LETTER OF AGREEMENT #6	22
STUDENT WORK	22
LETTER OF AGREEMENT #7	27
ALTERNATE WORK WEEK SCHEDULES	22
LETTER OF AGREEMENT #8 SALES RECOGNITION PLANS	22
	23
TELECOMMUTING/HOMEWORK	
LETTER OF AGREEMENT #10	23
CONTRACTING OUT/SALE.	23
FTTER OF AGREEMENT #11	24
VOLUNTARY STAFF REDUCTION PLAN.	24
LETTER OF AGREEMENT #12	25
STERLING NEWS SERVICE	25
LETTER OF AGREEMENT #13	25
CONTRACTING OUT	25
LETTER OF AGREEMENT #14	25
STUDENT INTERNS	25
FTTER OF AGREEMENT # 15	26
WEBSITES	26

MEMORANDUM OF AGREEMENT PREAMBLE

This Agreement is made and entered into this 11th day of April, 2007, by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, and hereinafter referred to as the Union, for itself and on behalf of all the employees of the Company under CEP jurisdictions described in Article 1.

1. COVERAGE

1) This Agreement covers dependent contractors working as regular freelance reviewers and all employees of the Company in the following departments, except as provided in Section 2:

Editorial The Vancouver Sun

The Province

Operations Office and Building Services

Purchasing and Fleet Administration

Editorial Services
Information Systems

(including Kennedy Heights)

Ad Control Engineering Surrey Services

Advertising

Circulation Promotion and Community Relations

Circulation Marketing Circulation Distribution

Accounting

and other employees who are and hereinafter fall within the jurisdiction of the CEP.

2) The following are excluded from the application of this Agreement:

President and Chief Executive Officer

Vice President, Operations and General Manager

Province Editor-In-Chief Sun Editor-In-Chief Province Managing Editor Sun Managing Editor Sun Associate Editor Sun Chief Features Editor Sun Chief News Editor

Sun Deputy Managing Editors (2) Sun Deputy Chief News Editor

Province Deputy Managing Editors (2)

Province Production Editor

Business Manager Controller Credit Manager Payroll Supervisor Financial Analyst

Manager, Office and Building Services Physical Plant Maintenance Supervisor Manager - Building Services Editor Emeritus (Sun) Director, Production

Technical Maintenance Supervisor

Engineering Manager

Province Editor - Editorial Pages Manager, Editorial Services Information Systems Manager

Research and Development Manager (Sun)
Research and Development Manager (Province)

Manager Data Operations

Manager, Systems and Programming

Advertising Director

Assistant to Advertising Director National Advertising Manager Display Advertising Manager Classified Advertising Manager Manager, Advertising Marketing Advertising Sales Promotion Manager

Manager, Promotion and Community Relations

Director of Marketing

Circulation Marketing Manager
Circulation Distribution Manager
Manager, Circulation Service Centre
Fraser Valley Country Manager
Metro Manager (Circulation)
Circulation Administration Manager
Circulation System and Services Manager

Suburban Manager (Circulation)
City Manager (Circulation)

Manager Ad Control

Assistant Production Managers (4)

Assistant Controller

Human Resources Department

Sun Executive Editor
Sales and Training Manager
Province Executive Editor

Manager, Purchasing and Fleet Administration

Records Management Consultant

Surrey Plant Manager

Director, Planning and Development

Manager, Strategic Planning

With the exception of Human Resources Department, exclusions are deemed to be singular unless otherwise stated.

Confidential Secretaries to:

Administrative Assistant to President & CEO Vice-president and General Manager

Province Editor-In-Chief
Sun Editor-In-Chief

Province Managing Editor Sun Managing Editor Sun Associate Editor

Province Editor - Editorial Pages

Business Manager

Controller

Director, Operations

Engineering Manager
Information Systems Manager
Advertising Director
Assistant Advertising Director
Manager, Promotion and Community Relations
Director of Marketing
Circulation Distribution Manager
Circulation Marketing Manager

3) The following may or may not be members of the CEP as they desire:

Columnists
Editorial Auditor
Editorial Administrator
News Editors
City Editors
Assistant Department Managers
Payroll Employees
ABC Administrator

- 4) a) The kind of work previously or presently performed within the departments covered by this Agreement, as described in Section I, and new or additional work assigned to be performed by employees within the said departments, is recognized as the jurisdiction of the CEP and shall be assigned within the jurisdiction of the CEP.
- b) New or additional work which results from the installation of equipment and/or adoption of processes designed as a substitute for, or evolution of, work previously or presently performed by employees within the said departments is recognized as the jurisdiction of the CEP and shall be assigned within the jurisdiction of the CEP.
- c) In zones where Submanagers continue to be employed, it is not the intent of the Company to employ newspaper carriers to perform submanager duties where such employment would eliminate or displace Submanagers.

2. UNION SHOP

- 1) Subject to Section 2 of Article 1, the Company shall require as a condition of employment of any new employee in CEP jurisdiction that he or she shall, from the first day of employment, become and remain a member of the CEP in good standing, and that all present members of the CEP shall remain members in good standing during the life of this Agreement.
- 2) Any member of the CEP who loses good standing may not, upon expulsion from the CEP, be discharged before implementation of grievance procedure, under Article 6.
- 3) The CEP agrees that it will admit to membership and retain in membership any employee, subject to the Constitution of the Communications, Energy and Paperworkers Union of Canada and the By-Laws of CEP Local 2000.
- 4) There shall be no interference or attempt to interfere with the operation of the Union.

3. CHECK OFF

- 1) The Company agrees to deduct each and every month from the salary due the employee the amount as required by the CEP with respect to monthly dues and agrees to remit such dues to the CEP Secretary-Treasurer no later than the 10th day of each month following.
- 2) All new employees and all people working in CEP jurisdiction shall be required to sign an authorization for dues deduction by the Company on their first day of employment in the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECK **OFF** UNION DUES

To: Pacific Newspaper Group Inc.

■ hereby assign to the Communications, Energy and Paperworkers Union of Canada Local 2000, and authorize you to deduct from any salary earned or to be earned by me as your employee, all my CEP membership dues levied against me by the CEP for each calendar month following the date of this assignment. ■hereby authorize and request you to remit the amount deducted to the Communications, Energy and Paperworkers Union of Canada, Local 2000.

(Employee's Signature)
(Date)

4. HIRING

- 1) The Company shall notify the CEP in writing of all vacancies within the CEP's jurisdiction at the time that they are posted and such notification shall be directed to the CEP's offices. Representations may be made by the Union on behalf of any candidate for employment in writing and directed only to the Director, Human Resources, or his or her assistant. Should the CEP candidate not be hired, that candidate will be given the reason in writing.
- 2) The Company shall hire employees without regard to age, gender, race, creed, colour, national origin, marital or parental status, irrelevant handicap, sexual orientation or political belief. The Company shall not refuse on marital grounds to hire the spouse of an employee and shall not refuse on the grounds of relationship to hire the relative of an employee.
- 3) The Company will continue to weigh job applicants on their merits and will not discriminate on the basis of where the applicant may now or previously have been employed.

5. INFORMATION

- 1) The Company shall furnish the CEP a list showing:
- a) name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title, starting salary and experience rating of employees hired within CEP jurisdiction in the previous month:

- b) step-up increases;
- c) change in classification, any salary changes by reason thereof, and effective date;
- d) terminations, retirements or deaths;
- e) name and the amount of dues currently being deducted.
- 2) Once each quarter, the Company shall submit a list of wages and seniorities of all CEP members to the CEP and these are to be regarded as a confidential nature. Wages are defined as those itemized in the schedule of minima (Article 20) and those created during the term of the collective agreement.
- 3) If periodic written appraisals of an employee's performance are made they shall be reviewed by the employee and a shop steward with the department manager prior to it being entered in the employee's personnel file.

The Company shall furnish the employee and the union with a copy of such an appraisal. The Company shall furnish the employee and the CEP a copy of any criticism relating to the employee's job performance prior to it being placed in his or her personnel file.

If the above procedure regarding appraisals or criticism is not followed such appraisal or criticism shall not become part of any record to be used against the employee at any time.

Subject to presenting proper identification, and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his or her personnel file. At no time shall an employee remove from his or her personnel file any document contained therein. However an employee may copy any such document. The employee and/or the CEP may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

6. GRIEVANCE PROCEDURE

- 1) The Company recognizes the CEP as the sole collective bargaining agency for the employees covered by this Agreement. The CEP shall designate a committee of its own choosing, including not more than three (3) employees, to take up with the Company, or its authorized representatives, any matter arising from the application of this Agreement or affecting the relations of the employees and the Company.
- 2) Any issue raised by the CEP shall first be initiated in the department concerned. All reasonable efforts shall be made to initiate grievances as soon as possible after the occurrence giving rise to the dispute or disagreement.
- 3) Efforts to adjust grievances shall be made on Company time and in substantially the following manner:

- a) In the event a dispute or disagreement is not resolved within the department concerned within seven (7) consecutive days of the time it is initiated, it shall be submitted in writing by the initiating party to the other within seven (7) days.
- b) Failing a satisfactory settlement within fourteen (14) consecutive days of the date the dispute or disagreement is submitted in writing, either party may refer the dispute to a Board of Arbitration within seven (7) days.
- 4) a) Any matter involving the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be submitted *to* final and binding arbitration.
- b) Any employee who is the subject of, or a witness at an arbitration, shall be permitted to attend said arbitration without loss of pay. Parties to an arbitration case will arrange for suitable adjustments in work assignments for witnesses in the case.
- c) When CEP and Company representatives agree to discuss grievances and/or disputes during regular working hours, no CEP member involved shall suffer loss of pay. This is not to include arbitration attendances.
- 5) The Board of Arbitration shall consist of one (1) person appointed by the parties. If the parties are unable to agree on an arbitrator within a period of seven (7) days from the date on which either party has notified the other in writing of its wish to have a question referred to arbitration, the said arbitrator will be appointed by the Minister of Labour of British Columbia. The Board of Arbitration so constituted shall proceed, within a period not to exceed twenty (20) days, to settle the dispute in question, and a final and binding decision of the arbitrator shall be handed down within ten (10) days after completion of argument. In no event shall the Board have the power to alter or amend this Agreement in any respect. Each party shall pay one-half (1/2) the fees and expenses of the arbitrator. Neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
- 6) Conditions prevailing prior to an action or circumstance which results in a grievance shall be maintained unchanged pending final settlement of the grievance as provided herein except in cases of discharge, when Section 2 of Article 7 shall apply.
- 7) Whenever a stipulated time is mentioned under this Article, the said time may be extended by mutual consent of the parties or their nominees.
- 8) The Company and the CEP agree they shall form a consultation committee that shall meet at least once every two months. The purpose of this committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote productivity.

7. SECURITY OF EMPLOYMENT

- 1) An employee may be dismissed only for proper cause.
- 2) The CEP shall be notified in writing five (5) publication days in advance of any contemplated dismissal. Prior to the expiration of the five-day period the CEP may make representations on behalf of the employee before further action is taken on the contemplated dismissal.

If the Company decides to proceed with the dismissal the CEP and the employee shall be notified in writing at least two (2) weeks in advance of the effective date of the dismissal. During this two (2) week notice the CEP shall have the right to seek immediate arbitration. The arbitrator of a dismissal under this section shall be empowered to render a bench decision. The affected employee may be suspended with pay during these procedures.

- 3) Except as provided for in Section 5, reduction of the force for reasons of economy as distinguished from dismissals for proper cause, shall be solely at the discretion of the Company. However, the Company agrees that layoffs to reduce the labour force shall be, as far as possible, on the basis of seniority. Any grievance with respect to layoffs under this Section shall be initiated within ten (10) days of initial notice of layoff under Section 4 (a) of this Article.
- 4) a) The CEP shall be notified at least one (1) month in advance of any layoff for economy reasons. During the period of such notice the Company will meet with the CEP and consider any suggestions made by the CEP with a view to obviating such layoffs. Notice under this section shall include information on the number and titles of positions likely to be so affected.

During the notice provided by 7 (4) (a), the Company agrees to discuss with the CEP any and all ways in which the impact of displacement may be avoided or reduced.

One of the purposes of these discussions will be to assess any unforeseen unfairness in the application of this agreement as it applies to individual cases.

- b) Fourteen (14) days prior to the end of the one (1) month notice period provided for in Section 4 (a) above, the Company shall notify the CEP and the employees concerned of their layoff, to be effective after not less than fourteen (14) calendar days.
- c) An employee laid off may elect within fourteen (14) calendar days of his or her notification of layoff to bump into a lower classification in which that employee has worked. He or she may displace an employee in that lower classification whose years of service in the lower classification are less than the years of the laid-off employee in the lower and higher classifications together. The employee thus bumped shall be the one with the lowest classification seniority.

- d) An employee thus displaced may similarly elect to bump into a lower classification in which that employee has worked, or may elect to take severance pay provided in Article 10.
- e) An employee who bumps into a lower classification shall be paid the top minimum for that classification plus whatever dollar differential above minimum that was enjoyed in the classification from which the employee was displaced.
- f) Employees laid off for economy reasons, and employees who have elected to bump into a lower classification, shall be placed upon a rehiring list. The Company shall fill all vacancies with persons on the list who have worked in the classification in which the vacancy occurs, in the order of seniority based upon service in the classification in which the vacancy occurs and in any higher classification. Time spent on a rehiring list by laid-off employees shall not constitute breaks in continuity of service, but need not be counted as service time in computing seniority or vacation credits.

Employees on the rehire list shall be given credit toward experience rating and seniority for benefits that accrue according to length of service for any time worked as a temporary employee between the date of layoff and their permanent rehire date.

- g) Laid-off employees wishing to have their names kept on the rehiring list shall be required to notify the Company each month of their desire for re-employment. The Company will notify employees so laid off in writing that such monthly notification is required.
- h) On the first day of every month, the Company shall make its rehiring list available for perusal by the CEP.
- i) Every laid-off employee upon notification of reemployment by the Company shall report for duty not more than three (3) weeks after such notification, and failure to comply shall cause such name to be struck off the rehiring list.
- j) No person shall be hired by the Company for a classification to which this applies, except from the rehiring list, unless such list does not contain the name of a person who previously held the vacant position or another person on the rehiring list qualified for the position.

The parties mutually agree that it is their express intention that employees still laid off and on the rehire list, and those employees affected by the layoffs to the extent they are now in lower classifications, should be given preference by the employer in all job vacancies. This would be subject to all employees' seniority rights under the collective agreement and union recognition of the necessity for the employer to have reasonably qualified persons in skilled positions.

In each case where a position is filled after the due process of the posting requirements have been met, the union will be notified of the successful applicant.

In the event the decision is challenged. Bruce H. McColl, or a mutually acceptable substitute, will determine whether the selection was in accordance with the spirit and intent of this agreement, and whether or not the decision of the employer should be upheld or some other applicant should be substituted. Both parties agree to be bound by the decision of the arbitrator. Successful applicants on the rehire list will be permitted a period of six (6) weeks in which to familiarize himself or herself with the job. At the end of six weeks, if it is determined that the employee is unwilling or unable to meet reasonable standards of the position, the person will be removed from the job and placed back on the rehire list. In the event of a dispute over this procedure, the arbitrator will determine whether the employer's decision was in accordance with the spirit and intent of this agreement, and fashion an appropriate remedy.

k) A person rehired under 4(f) into that person's former classification shall be paid the applicable minimum for the classification, plus whatever dollar differential above minimum that was enjoyed when displaced or laid off.

Employees rehired from the rehire list shall not be required to meet a qualifying period for benefits for which they qualify.

I) It is agreed that seniority in Article 7 (3) (4) and (9) is interpreted as length of service with Pacific Newspaper Group within job classification. Employees will have the right to exercise their seniority rights under Article 7 (3) (4) and (9) within comparable classifications without regard to departments. Comparable classifications are those listed under Article 20 which have similar job duties or require reasonably similar skills.

Any dispute with respect to the similarity of job duties or skills shall be referred to Bruce McColl or a mutually acceptable substitute for a binding decision, following submissions from the parties involved.

- 5) a) The CEP shall be notified at least six (6) months in advance of any proposed staff reduction resulting from any organizational changes, including those resulting from the introduction of new processes, new methods and/or new equipment. During the period of such notice, the Company agrees to discuss with the CEP any and all ways in which the impact of displacement may be avoided or reduced.
- b) Permanent employees on staff on December 1, 2006, shall not be dismissed as a result of such organizational changes or the introduction of new processes, new methods and/or new equipment, but staff reductions may be affected by attrition. Employees whose classifications may be eliminated may be retrained or relocated in another department of the Company at no reduction in salary or impairment of benefits. Job classifications being phased out may be filled by temporary employees for a period not to exceed six (6) months.
- c) In the case of such a staff reduction, employees whose positions are to be eliminated shall be retrained and/or

relocated in another department of the Company mutually acceptable to both the Company and the employee with no reduction in salary or impairment of benefits. Except that should no mutually acceptable position be found within six months or a period equal to one week for each six months of service, whichever is the greater, of the notification to the employee of the job phase out, the Company may temporarily place the employee in a suitable position until a mutually acceptable position is available.

At any time during the six-month period the employee may resign and take severance pay at the rate of 1 week for each 3 months of service up to the limit of Article 10.

- 6) Notice under Section 5(a) shall include information on the number and titles of positions likely to be so affected. While the proposed changes may take place before the expiration of the six (6) months' notice period, there will be no layoffs of affected staff covered under Section 5(a) during this time.
- 7) At least two (2) weeks in advance of any layoff to reduce the labour force the Company shall accept voluntary resignations from employees in the classifications involved. The number of employees laid off shall be reduced in relation to the number of voluntary resignations which are received.
- 8) Seniority means length of continuous employment. Employment shall be deemed to be continuous unless interrupted by:
- a) dismissal for proper cause, or
- b) resignation, or
- c) refusal to accept an offer of rehire into the classification in which an employee worked when laid off.
- 9) New employees shall be considered probationary employees for the first sixty (60) days worked. Such employees shall have all the benefits of this Agreement during their probationary period. For probationary employees, benefits depending on length of service shall be computed from the date of their employment. When a part-time or temporary employee is hired as a full-time regular employee in the same department and classification without a break in service, that period of employment as a part time or temporary employee in that classification shall be considered to be part of the probationary period.
- 10) The CEP and all affected employees shall be notified at least one (1) month in advance of any proposed dismissals caused by the sale or discontinuance of a publication. In the event that such notice is not possible, employees shall receive pay in lieu of it. Such notice or compensation in lieu of it is distinct from and in addition to any severance pay due under Article 10.
- 11) a) When the conduct or efficiency of an employee reaches the stage where an expression of dissatisfaction is necessary, the Company shall so advise the CEP and the employee concerned. Such notice shall be in writing and the employee

shall be furnished with pertinent details of any such complaint, If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee's record for use against that employee at any time. Any replies to such notice shall also become a part of the employee's record. Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.

- b) No verbal reprimand or expression of dissatisfaction which could result in an entry in the employee's personnel file shall be given any employee except in the presence of a shop steward or other CEP representative.
- 12) There shall be no dismissals as a result of putting this Agreement into effect. There shall be no discrimination as a result of this Agreement, or because of **membership** or activity in the CEP.
- 13)a) Whenever any employee is absent by reason of illness, vacation, disability or leave of absence creating an increase in the workload of any employee(s) beyond that encountered in the general course of work, sufficient additional employee(s) shall be provided. The Company shall temporarily promote the employee obviously next in line to fill the position vacated. Every employee temporarily promoted shall receive the pay applicable to the classification temporarily held for such time as that employee continues in that capacity. A vacancy created by temporarily promoting an employee shall also be subject to the above procedure.
- b) Department Managers shall keep a list of employees who wish to be considered to fill temporary vacancies in the higher classifications. An employee on the list will automatically be considered for such temporary vacancies.

8, TECHNOLOGICAL CHANGE

- 1) Definition: Any change in technology, method (1) or procedure (2) during the period of a collective agreement which decreases the numbers of employees that existed when the current contract was negotiated with any union except for normal layoff, such as those occurring as a result of a decline in the volume of business.
- 1. e.g., hot metal to cold type;
- 2. e.g., change in computer operation.
- 2) The Company guarantees to the individual unions and the Joint Council that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change.

It is agreed that the number of employees (as of December 1, 2006) is five hundred and sixty-five (565).

The Company has the right to introduce technological changes,

Prior to so introducing the Company shall advise the Union and the Joint Council. The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with its representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the number of employees in the Union's bargaining unit due to the introduction of technological change be reduced by more than 5%, for each employee in the unit over that figure the Company shall bank the equivalent hours of work at the current daily rates of wages. These hours will be assigned by the Union concerned as it sees fit.

When and if the circumstances change and the number of employees within the bargaining unit so affected increases to 95% or more of the bargaining unit figure, (565), above, the Company ceases to bank additional hours.

9. SETTLEMENT OF JURISDICTION DISPUTES

- 1) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other Unions covered by a collective agreement with the Company, three months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- 2) Should the Union or any other Unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination shall be delayed for a further three (3) month period from the expiration of the notice period.
- 3) During the three (3) month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- 4) Should the parties be successful in the resolution of the problem, the remainder of the three (3) month delay period shall be waived and the proposed change shall proceed.
- 5) Should the parties be unable to resolve the problem within the three (3) month delay period it shall, immediately upon the expiration of the three (3) month delay period, be submitted to either Don Monroe or Stephen Kelleher, the selection of whom will be the one with the appropriate time available to first hear the dispute. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have thirty (30) days in which to mediate a resolution to the problem.
- 6) Should mediation of the problem fail, the mediator shall, within one (1) month following the expiration of the one-

month mediation period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.

- 7) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this agreement fails to follow the procedure outlined in Sections 1 to 6 above.
- 8) Time limits in this clause may be altered by mutual consent of the parties.
- 9) Should the Company establish a videotex system or similar system in Vancouver (Lower Mainland) it is agreed that all work done within Pacific Newspaper Group for such a system will be done by members of the appropriate union(s) at Pacific Newspaper Group. Also that the re-working of material in such a system at Pacific Newspaper Group is recognized as falling within the jurisdiction of the Unions.

10. SEVERANCE PAY

- 1) Upon dismissal for any reason other than for gross misconduct or for self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, an employee shall receive severance pay in cash in a lump sum equal to one (1) week's pay for every six (6) months of service or major fraction thereof, up to a maximum of fifty-two (52) weeks. Such pay shall be computed at the highest straight-time weekly salary paid to the employee during the period of fifty-two (52) weeks immediately preceding dismissal or layoff, except in the case of employees paid on salary and commission basis, when the severance pay shall be computed at the average weekly income paid by the Company to the employee concerned during the fifty-two (52) weeks immediately preceding the dismissal or layoff.
- 2) If any employee is rehired following the payment of severance pay, and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Company. Reasonable terms of repayment shall be arranged if required by the employee. Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance pay which may again become due after rehire.
- 3) The period of any employee's service with the Company, for the purpose of this Article, shall mean the total period of consecutive and uninterrupted service of the employee concerned except that:
- a) Breaks in service with the Company which were occasioned in circumstances over which the employee had no control shall not be regarded as an interruption.
- b) Leaves of absence granted by the Company to any employee and the period of a layoff of an employee

subsequently rehired following a dismissal to reduce the labour force shall not be regarded as an interruption in continuity of service, but the time actually spent away from regular duties shall not count as time served.

11. TRANSFERS, PROMOTIONS AND TRAINING

- 1) No employee shall be transferred by the Company to another enterprise or division in the same city, or to another city, whether in the same enterprise or other enterprises conducted by the Company, or by a subsidiary or related Company, without the employee's consent and, if to another city, with payment of all transportation and other moving expenses of himself/herself and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer unless the employee so agrees in which case the CEP shall be notified immediately and in advance of the transfer taking effect. An employee shall not be penalized for refusing to accept a transfer.
- 2) No employee shall be transferred by the Company to a job in which that employee has no experience without the employee's consent. Any person transferred and found unable to perform the duties of the job during a trial period of not less than one (1) month or more than three (3) months shall revert to the previous work classification and salary held unless the employee's previous work in the classification was not satisfactory. There shall be no reduction in salary or impairment of benefits as a result of such transfer unless the employee and the CEP so agree, nor shall any employee be penalized for refusing to accept a transfer.
- 3) a) The Company agrees to recognize and carry out in practice wherever feasible and in the best interests of the Company the principle of promotion of present employees in CEP jurisdiction subject to the limitations imposed by the rehiring list.
- b) Notice of all vacancies, including newly-created jobs, shall be posted on bulletin boards and given to the CEP. Sun and Province Editorial postings deemed to be of a competitive, confidential nature need not be posted in the other editorial department. Employees desiring to fill such vacancies shall submit written applications within seven (7) days of such posting. Representations may be made by the CEP on behalf of any candidate. Such applications and representations shall be made in writing and directed to the Director, Human Resources, unless the posting specifically identifies another Company representative. An employee may make application on behalf of another employee who is absent throughout the posting period for any posted vacancy.
- c) The Company will continue to weigh job applicants on their merits, However, other considerations being equal, vacancies shall be filled by the senior employee making application. The final decision as to suitability shall rest with the Company.
- d) Seniority as used in this section means length of continuous service with the Company. Employment shall be

deemed continuous unless interrupted by (i) dismissal for proper cause or (ii) dismissal to reduce the force which lasts more than five (5) years (but the period of such dismissal shall not be included in computing total seniority), or (iii) refusal to accept an offer of rehire into the classification in which he or she worked when dismissed.

- e) Filling of job openings will not be delayed so that it creates an increase in the workload of any employee(s) beyond that encountered in the general course of work.
- 4) No employee shall in any way be penalized for refusing to accept a promotion.
- 5) Employees promoted under Section 3 shall be given a trial period of three (3) months which may be altered by agreement with the CEP. During such trial period the employee may elect to return to the classification from which the employee advanced, without penalty or prejudice.
- 6) At the end of such trial period, the employee shall be confirmed in the classification to which he or she advanced. unless he or she has been found unsuitable. If not so Confirmed he or she shall be returned to the classification from which he or she advanced without penalty or prejudice, For employees who are confirmed the trial period shall be included for all purposes in determining length of service in his or her new classification.
- 7) If at the end of or during a trial period the employee returns to the classification from which he or she advanced, he or she shall then receive the salary he or she would be entitled to if he or she had never been advanced. His or her period of service in the higher classification shall be counted for all purposes as service in the classification from which he or she advanced.
- 8) Any employee filling a position which can be reclaimed by an employee who has been transferred or promoted shalt be considered to have temporary status in that position during the trial period, and the employee filling such a position shall be so advised.
- 9) The Company will give suggestions to employees on how to improve chances for the next job or promotion opportunity, where the employee has failed to achieve promotion to another
- 10) a) A joint committee consisting of three CEP and three Company representatives will meet at least every two (2) months to determine the training needs of employees.
- b) The role of the committee will be to canvass the employees to identify areas where more training is needed. In addition they will recommend such training and implement the training initiatives of the Company.
- c) Building attendants required to update industrial First Aid certificates to the level required as a condition of employment

shall be provided up to six days off to do so with no loss of pay. Tuition expenses will be paid by the Company upon production of a receipt by the employee.

12. HOURS AND OVERTIME

- 1) a) The five (5) day, 37-1/2 (thirty-seven and one half) hour week shall be in effect.
- b) The five (5) day, 36-1/4 (thirty-six and one guarter) hour week shall be in effect for any employee whose regularly scheduled shift requires him/her to work any time between 6:00 p.m. and 6:00 a.m.
- c) The workday for Submanagers shall consist of at least 4 (four) consecutive hours.
- 2) a) The working day shall consist of 7-1/2 (seven and one half) hours falling within 8-1/2 (eight and one half) consecutive hours.
 - (i) A Submanager will not be required to work more than 4 (four) hours a day without his/her consent.
- b) The working day for any employee whose regularly scheduled shift requires him/her to work any time between 6:00 p.m. and 6:00 a.m. shall consist of 7-1/4 (seven and one quarter) hours falling within 8-1/4 (eight and one quarter) consecutive hours.
- c) The working day for all classifications on the news desk, city desk, provincial desk, rewrite desk and picture desk and for all reporters and photographers may consist of 7 (seven) hours falling within 7-1/2 (seven and one half) consecutive hours, in which case employees in these classifications shall, when working overtime on a continuing assignment, undertake the first half hour (one-quarter hour for employees working any time between 6:00 p.m. and 6:00 a.m.) of such overtime assignment without extra pay. The remainder of the time spent on such overtime assignment shall be paid for by the Company at the regular overtime rate as described in Section 3 of this Article.
- d) Any employee whose regularly scheduled shift requires him/her to work any time between 6:00 p.m. and 6:00 a.m. shall have his/her salary for the shift increased by 10%. Night differential shall be included in salary in the computation and payment of all benefits and premiums.
- 3) a) The Company shall compensate on the regular pay cheques for all authorized overtime at the rate of double time in cash and any fraction of 1/2 hour shall be considered as 1/2 hour and so on. Overtime shall be defined as work beyond the unit of hours in the work day or work week, or any work performed at hours not scheduled.
- b) When an employee is assigned overtime, compensation may be taken in equal value of time off. Such time off must be taken within thirty (30) days at a mutually agreed time, unless mutually agreed otherwise. Payment for overtime shall be in cash if that is the employee's preference.

- **4)** An employee who, having been released from duty, is recalled for an overtime assignment not immediately preceding a regular shift, shall be paid for time worked, but not less than four **(4)** hours plus all travel time, all at the overtime rate.
- 5) a) An employee required to work on his or her day off shall be paid at the rate of double time with a minimum of a regular day's pay, in addition to his or her regular weekly salary.
- b) A list of employees wanting to work on a scheduled day off shall be maintained in each department and sub-department. It is agreed that such overtime is to be divided when practical amongst the employees on the list, but overtime is not limited to those on the list.
- 6) Work schedules shall be posted fourteen (14) days in advance of the week for which they apply, except in the editorial departments where such postings shall be made seven (7) days in advance of the week for which they apply. Postings may be altered in the event of sudden illness. Senior employees shall be given preference in assignment of shifts.
- 7) The work schedule shall provide for at least a twelve-hour interval following the completion of any regularly scheduled shift before the start of the next regularly scheduled shift.
- 8) The Company shall cause a record of all overtime to be kept. Such record shall be made available to the CEP on request.
- 9) An employee shall not be required to work overtime if another qualified employee is willing and available to handle the work assignment without disruption.
- 10) Should it become necessary to change the permanent or regular shifts in any department on a substantial basis the department head and/or the Company will meet with the CEP and a representative group of the employees and will accept suggestions with regard to any proposed changes before any shift changes are posted.
- 11) Consecutive days off will be granted to employees wherever practical.

13. STATUTORY HOLIDAYS AND SUNDAYS

- 1) The following holidays shall be granted to all employees with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the employee's birthday or a day in lieu of, to be mutually agreed upon, and any other day duly proclaimed as a public holiday by Federal or Provincial authority, or any other day recognized as a holiday by the publisher by not publishing.
- 2) When a statutory holiday falls on an employee's day off or during his/her vacation, he/she shall be given another day off in lieu of the holiday within the preceding two-week or following two-month period, to be mutually agreed upon. The day off in lieu of the statutory holiday to be scheduled so that,

- where practical, it is consecutive with other days off in the week.
- 3) An employee required to work on any holiday or Sunday, except as provided in Section 4 and 5, shall be paid at the rate of double time with a minimum of one (1) regular day's pay in addition to his/her regular weekly salary. Compensation for statutory holidays may be taken in equal value of time off. Such time off must be taken within 30 days at a mutually agreed time unless mutually agreed otherwise. Payment for such time shall be in cash if that is the employee's preference.
- 4) a) Employees in the Editorial Department of the Province Division, regularly assigned night employees in the Editorial Department of the Sun Division, and Building and Service Department employees, may be regularly scheduled to work on Sunday. In such case, Saturday shall be designated as Sunday for these editorial employees, and all work performed on that day shall be paid for in accordance with Section 3 of this Article; in no case shall these editorial employees be scheduled to work both Saturday and Sunday, and, wherever possible, this shall apply to Building and Service Department employees.
- b) Exception to the provisions of Section 4 (a) above regarding Saturday-Sunday work may be made in respect to employees in the Sports Sections of the Editorial Departments, who may be required to work on a Saturday, such work to be at the double time rate. In such case, the individual employee shall have the option of taking payment for the overtime worked either in the form of compensatory time off during the following calendar week or in the form of cash. Where compensatory time off at the double time rate is chosen for work performed on a Saturday the employee may be regularly scheduled to work on the Sunday. In the event that Saturday work by the employee concerned exceeds one-half (1/2) the normal work day, the employee shall be paid in cash at the rate of double time for all time worked in excess of the half day, in addition to the compensatory time off as provided herein. On four (4) weeks' notice, sports writers can be required to work both Saturday and Sunday to provide continuity of coverage on back-to-back sports events at straight time rates. Should an employee work both Saturday and Sunday, he/she shall receive two (2) days off during the following week, such days off to be consecutive except by mutual agreement, the first such day off to be considered the day off and the second as Sunday.
- 5) Employees regularly assigned to work Sundays for a Sunday paper shall have consecutive days off unless mutually agreed between the employees and the department manager. Upon the start of Sunday publication, employees as of November I, 1978 required to work in the Circulation department on Sunday and in other departments Saturday night (for the Sunday paper) will work a full shift at straight time and shall bank 2.5 hours for time off as mutually agreed between the employee and the department manager. It is further understood that the Company shall endeavour to engage part-time personnel for this work at straight time rates

- of pay. After one year of Sunday publication, only employees hired after November I, 1978 and part-time personnel shall be required to work Sunday shifts regularly at straight time.
- 6) Where a statutory holiday falls on a Monday, employees of the Province Editorial Department and regularly assigned night employees in the Editorial Department of the Sun Division and Building and Service Department employees, who are regularly scheduled for work the day prior to the holiday, may be required to work on the holiday at regular rates of pay. In such case, the day preceding the holiday (Sunday) shall become the holiday and work performed on that day shall be paid for in accordance with Section 3 of this Article.
- 7) Where a statutory holiday falls on a day other than Monday, the holiday period for regularly scheduled night shift employees shall be from 2:00 p.m. on the day prior to the holiday to 2:00 p.m. on the holiday. Any editorial employee required to begin a shift prior to 2:00 p.m. on such a statutory holiday shall work only four (4) hours and receive pay for a full shift. Reporters working on a lengthy, continuing assignment, however, may be required to work an additional half-hour to complete such assignment without additional pay.
- Ali regular employees who are absent by reason of a compensable accident, sickness or while acting for the union on Company-Union business shall receive statutory holiday pay.

14. VACATION

- 1) a) On January 1st of each year, employees with less than one year's continuous service shall receive one and one-half (1-1/2) days' vacation for each month's service in the previous year up to a maximum of fifteen (15) days.
- b) On January 1st of each year, employees with one or more years of continuous service shall receive:
 - 1. for a complete year's service three (3) weeks' vacation.
 - for a partial year's service one and one-half (1-1/2) days' vacation for each month's service up to a maximum of fifteen (15) days.
- c) On January 1st of each year, employees having five (5) or more years of continuous service shall receive in that year:
 - 1. for a complete year's service four (4) weeks' vacation.
 - for a partial year's service two (2) days' vacation for each month's service up to a maximum of twenty (20) days.
- d) On January 1st of each year, employees having ten (10) or more years of continuous service shall receive in that year:
 - 1. for a complete year's service five (5) weeks' vacation.
 - for a partial year's service two and one-half (2-1/2) days' vacation for each month's service up to a maximum of twenty-five (25) days.
- e) On January 1st of each year employees with twenty (20) or more years of continuous service shall receive in that year:
 - 1. for a complete year's service six (6)weeks' vacation.

- 2. for **a** partial year's service three (3) days' vacation for each month up to a maximum of thirty (30) days.
- f) Computation of vacation credits shall commence on the day of employment.
- g) Upon completion of the fifth (5th) and tenth (10th) and twentieth (20th), respectively, years of service, upon the anniversary date, an employee shall receive, respectively, a fourth (4th) or fifth (5th) or sixth (6th) week of vacation for a complete year's service, or, for a partial year's service, one-half (1/2) day of vacation for each month of service (maximum 5 days) in the previous calendar year. When the employee's anniversary date falls due in December, and thereby prevents such an employee from receiving his or her full number of days of earned vacation in the calendar year in which his or her anniversary of employment date was reached, the unused days shall be taken in the following year.
- h) Permanent full-time and permanent part-time employees who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the CEP (on Company-CEP business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.
- 2) It is agreed that an employee may elect to take his or her weekly days off on the day or days immediately preceding the vacation, and wherever possible this shall be granted.
- 3) Vacations shall be arranged according to length of service in the department and must be consecutive except that an employee entitled to three or four weeks' vacation may be required to take one (1) week (if entitled to three weeks), or two (2) weeks (if entitled to four weeks), or three (3) weeks (if entitled to five weeks) outside the vacation period. In no event shall an employee be required to take all his/her vacation prior to May 15 or after September 30 except in the case of Circulation Department District Advisors and Editorial Department employees where the vacation period shall, wherever feasible, be from May 1 to October 31.
- 4) Upon termination of employment of an employee, or his/her estate in case of death, or upon his/her entry into military service, he/she shall receive accrued vacation pay up to the date of his/her termination.
- 5) At least one (1) month's notice in advance of starting time of vacation shall be given every employee, except in cases of emergency or for compassionate reasons.
- 6) Vacation pay for employees paid on commission, or salary and commission basis, shall be computed as an average of income received from the Company during the six (6) months immediately preceding such vacation.

15. SICK LEAVE AND HEALTH AND WELFARE BENEFITS

1) Any permanent full-time or part-time employee prevented from performing his/her regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.

For the first week of the first sick leave full pay
For the first week of the second sick leave full pay
For the first week of the third sick leave full pay

- 2) "Week" shall mean, for the purpose of this Article, five (5) days not necessarily consecutive days.
- 3) a) A certificate from the employee's doctor or one selected by the Company may be required by the Company. The Company shall bear the cost (if any) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- b) An employee may, without penalty or prejudice, refuse to admit nurses to his/her residence. Company nurses shall conduct their duties at reasonable times.
- 4) No deduction for sick leave shall be made from overtime or vacation credited to the employee.
- 5) The Company will fund 2% of straight time wages for short-term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the union to apply as it determines except for time off. This provision does not affect the company's obligation to pay sick leave to employees should the 2% level be exceeded.

The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short-term sickness.

- 6) The Company shall pay the total cost of providing benefits for employees and eligible dependents who work twenty hours per week or more as follows:
- a) Medical Services Plan of BC or its equivalent commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to BC.
- b) Extended Health Insurance commencing on the first day of the month following three (3) complete months of eligible employment. Extended Health Insurance will include hearing aid coverage to a maximum of \$1,000 per ear every five (5) years and a vision-care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350.00 every 24 months with a \$25.00 deductible. Laser surgery to a maximum of \$700.00 every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health Insurance, out of province

lifetime maximum will be one million dollars (\$1,000,000.00).

c) Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of eligible service and shall be convertible to an individual policy within 30 days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one month may retain membership in the above three plans by paying premiums for each month's absence following a complete month's service.

- d) Long term disability coverage for employees who are CEP members who qualified for short term disability benefits:
- (i) 16th week through 27th week 70% of employee's wages on the first day of disability to a maximum of 120% of the key classification rate.
- (ii) 28th week through to age 65 60% of employee's wages on the first day of disability to a maximum of 120% of the kev classification rate.

Employees who go on a leave of absence in excess of one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three months' absence.

- e) Short-term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.
- f)The Company agrees that all employee benefits shall be offered and paid for on the same basis for males and females.
- g) All active Long Term Disability claimants shall have their monthly payment increased by five percent (5%) on March 1st of each contract year.
- h) If, as of, December 1, 1995 there are Submanagers working as Submanagers for sixteen (16) hours/week, they will be treated as if they are working for twenty (20) hours for the purposes of Article 15 (6).
- 7) The Company shall contribute, effective December 1, 2006, \$6.66 per shift, effective December 1, 2007, \$6.86 per shift, effective December 1, 2008, \$7.07 and effective December 1, 2009, \$7.32 for each shift worked by employees who are CEP members to a fund to provide for a Welfare Plan for CEP members.
- 8) In case of compensable accident the Company will pay 100% of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the

regular take home pay of the employee had he/she been employed during the period of absence on Workers' Compensation. To facilitate a regular income for the employee, the employer will pay the employee his/her regular straight-time wages and the employee shall turn over to the employer his/her earnings from the Workers' Compensation Board as soon as received.

- 9) Hazardous Assignment Insurance: The Company agrees to maintain in force \$50,000 insurance policies on reporters and photographers on assignment.
- 10) A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:
- a) One (1) week in the event of the death of the employee's spouse or child or mother or father.
- b) One (1) week in the event of the death of a member of the employee's immediate family when the death occurs more than 800 kilometres from Vancouver.
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 kilometres from Vancouver.

For the purpose of the above, immediate family means sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

11) For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

12) Sick Leave:

- a) The following deals with Sick Leave, as opposed to short and long-term disability.
- The company will convene regular Sick Leave Committee meetings within each Union Jurisdiction.
- 2. The committee will:
 - Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.
 - ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.
 - iii. Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.
 - iv. Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
 - v. Meet no less than twice per year.

- 3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.
- 5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting doctors' reports to an agreed upon medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.
- 6. If there is a dispute concerning any of the above points, either party may refer the matter to a troubleshooter for binding non-precedential resolution. Legal counsel will not be used in presentations before the troubleshooter. The troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.
- a) Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.
 - b) The following deals with short- and long-term disability plans:
 - Independent physicians referred to in Section 5 (b) of the short-term plan and Section 2 (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
 - The Company, the Unions and the troubleshooter will agree on a list of independent physicians to be used.
 - Employees receiving disability benefits will not be retroactively cut off.

16. EARLY RETIREMENT

Commencing on January 1, 1975, and each January 1st thereafter, every employee, in each calendar year, shall receive one (1) day's credit after having passed his/her sixth (6th) anniversary date, two (2) days' credit after having passed his/her eleventh (11th) anniversary date, five (5) days' credit after having passed his/her twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1 thereafter, every employee in each calendar year shall receive three (3) days' credit after having passed his/her nineteenth (19th) anniversary date.

Effective January 1, 2004, every employee in each calendar year shall receive one (1) day's credit after having passed his/her fifth (5th) anniversary date, two (2) days' credit after having passed his/her tenth (10th) anniversary date, three (3) days' credit after having passed his/her fifteenth (15th) anniversary date, four (4) days' credit after having passed his/her twentieth (20th) anniversary date and five (5) days' credit after having passed his/her twenty-fifth (25th) anniversary date.

This benefit can be taken in cash at the current rate of wages of the employee at year-end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are pro-rated.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

17. PENSION PLAN

The Pacific Press, a Division of Southam Inc, (formerly Pacific Press Limited) Retirement Plan and Trust Fund created pursuant to the Agreement and Declaration of Trust entered into as of January 1, 1973, between the Union, the Company and certain individual trustees, shall continue to operate during the term of the current Collective Agreement pursuant to the terms of the Agreement and Declaration of Trust and the Plan Document appended thereto.

Participants in the Plan shall make contributions to the Plan equal to 5% of their earnings.

The Company shall make contributions to the Plan in an amount equal to 5% of the salary of each employee who participates in the Plan.

"Earnings" shall mean amounts received as compensation from the Company, inclusive of salary and wages paid, overtime pay, bonuses and commissions but exclusive of payments under a suggestion plan, payments under a profit-sharing scheme or any other benefits not forming part of the employee's salary or wages.

The Company shall, without charge, continue to assist each Board of Trustees in the administration of the Plan by taking employee deductions with respect to required and voluntary contributions, remitting these amounts as well as required company contributions to that fiduciary selected by each Board to act as custodian with respect to assets of their Plan, maintaining appropriate records as to each Plan participant's credits under the Plan, reporting these to the Plan participants and working with each Board and its actuary in the processing and payment of benefits due to participants.

Any records, exclusive of payroll records, shall be the property of the Board of Trustees and shall be available for review at any reasonable time by the Board. Information held by the Company on payroll records shall be made available for review (at any reasonabletime) by the Board.

Should it be decided, at some point of time, by the Board to have the administration of the Plan handled by a third party administrator, the Company agrees to provide such administrator all records which are the property of the Board and any other information which constitutes a part of the Plan records. In this event, the Company agrees it would continue to carry out such functions as taking employee deductions, reportings, required data, etc., as is required by the administrator to properly carry out his/her duties.

New employees hired after November 11, 1994, are required to join the Pacific Press Retirement Plan and Trust Fund.

The company agrees to pay the Pension Plan windup costs ordered by the Pension Superintendent resulting from buyouts or restructuring of the workforce.

18, LEAVES OF ABSENCE

1) a) The Company shall grant leaves of absence without pay providing such leaves do not cause unreasonable disruption of operations. Not more than 3% or one employee, whichever is higher in a department, will be allowed leave at one time.

Employees desiring extended leaves (one month or more) shall apply for leave before March 31 and September 30 for such leaves during the subsequent 8-month period, stating: Date leave to start, date leave to terminate, and reason for leave, giving as much detail as possible to determine the flexibility of the leave period.

Copies of such applications shall be filed with the Human Resources office and the CEP office.

In the event more than the allowable number of persons apply for any period, or the Company determines that such leave application would unreasonably disrupt operations, the Company shall provide the CEP and each employee a copy of the decision and reasoning for all leave agreements or rejections. Other factors being equal, seniority shall prevail. A joint Company-CEP committee shall review this file following the agreements and rejections being completed, not later than April 30 and October 31, respectively. Disagreements are subject to grievance.

- b) A Department Manager may, on the written request of an employee, grant an extension of the leave of absence. Failure to return at the end of an authorized leave of absence shall be termed a voluntary resignation.
- c) The Company shall grant employees leave without pay for family emergency or other reasons providing such leave does not cause unreasonable disruption of operations. An employee may arrange a leave of absence of one or two day's duration with his/her department supervisor.

- 2) If any employee is elected or appointed to any position in the Communications, Energy and Paperworkers Union of Canada or CLC, or local of the Communications, Energy and Paperworkers Union of Canada, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, such employee upon his/her request shall be given a leave of absence without pay for at least two (2) years. The period of such leave of absence without pay upon request may be extended at the Company's discretion, it being understood that the CEP may make representation on behalf of the employee concerned. Such employee, upon expiration of his/her leave of absence, shall be reinstated in the same position or one comparable to the position held when the leave of absence began. Such reinstatement shall not require the Company to increase the number of the staff.
- 3) a) Leaves of absence without pay upon request shall be granted to employees elected to or appointed delegates to conventions of the Communications, Energy and Paperworkers Union of Canada, or any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated, and to delegates to special meetings called by the Communications, Energy and Paperworkers Union of Canada or any branch thereof or by an organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Requests for such leave shall, wherever possible, be made in writing at least one (1) month in advance of the time when it is required. The number of employees granted such leave, simultaneously, shall not exceed ten (10) in total, nor more than two (2) from any Department.
- b) Executive members of the CEP shall be entitled to attend regularly scheduled monthly executive meetings and regularly scheduled quarterly membership meetings without pay.
- 4) a) Maternity leave of up to one year will be granted. However, no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of .maternity leave and two (2) weeks' notice prior to returning. For each pregnancy maternity benefits shall be paid as follows:
 - i. Where the employee is eligible for EI maternity benefits and (I) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows:
- I, _____, agree that ¶ will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If

Ifail to do so Iacknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.

ii. The employee shall receive weekly benefits as follows: for the first two weeks — 95% of full pay; for the next 15 weeks, the difference between the amount received from EI and 95% of the employee's insurable earnings. Notwithstanding, in all weeks, the combination of employment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of the employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she has been employed for twelve (12) months by the Company.

- b) Parental leave, available to the natural or adoptive parents, will be provided as follows:
 - i. Up to five (5) days' (three [3] days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or
 - ii. Up to thirty-five (35) weeks' unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or, where both parents work at Pacific Newspaper Group, may be shared between them.

At least two (2) weeks' written notice prior to commencement of parental leave is required, where possible. Parental leave under (b) (ii) must commence within 52 weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.

- 5) The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in a municipal, provincial or federal election, for the full period of campaigning (b) for employees elected to a full time public office for the duration of the term for which they are elected.
- 6) Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of service pay, vacations and other benefits under this Agreement, but leaves under Section 1 and 2 of this Article may be deducted in computing severance pay. No benefits will be earned by employees while they are on such leaves.
- 7) The Company agrees to continue its longstanding policy of granting leaves of absence to employees for required annual training with reserve units of the Canadian Armed Forces. Employees taking such leave shall receive their regular weekly salary less any salary received from the Service. Employees

taking such leaves shall not suffer any loss of vacation credited or to be credited.

19. PART-TIME AND TEMPORARY EMPLOYEES

- 1) a) A part-time employee is one who is hired to work regularly less than 80% of the workweek provided in this Agreement.
- 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. If there is a disagreement over the permanent hiring or extension of a temporary employee's employment, the matter will be referred to the Fast-track Arbitration process as contained in Letter of Agreement #5. Should a temporary employee's employment thus be extended beyond three (3) months such employee shall receive company paid group life insurance, medical benefits and extended care benefit and sick leave in accordance with Article 15 (1) (2) (3) (4) and statutory holidays as per Article 8 15 (1), with the exception of birthdays. Should a temporary employee whose employment was extended beyond three (3) months be terminated and re-employed within a thirty (30) day period, such employee will be credited with the period of employment worked immediately prior to termination.
- c) At least every six months a joint committee of union and company representatives shall meet to audit the status of regular part-time and temporary employees.
- **2)** A part-time or temporary employee shall not be employed where, in effect, such employment would eliminate or displace a regular or full-time employee or position.
- 3) a) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience, and shall advance in the schedule of minimum salaries and shall receive all benefits depending on the length of service according to the length of their employment with the Company, and not according to actual hours worked; shall receive pro rata vacation pay, pro rata sick leave, pro rata statutory holidays pay, pro rata night differential (with a minimum of fifty (50) cents), expenses and equipment. in accordance with the terms of this Agreement, and the CEP shall be furnished information in accordance with Article 5, Union shop hiring and check-off provisions shall operate. If a statutory holiday falls on a day that a part-time employee would normally have worked, the employee shall not have his/her wages reduced by reason of his/her not working on that day. If a statutory holiday falls on a day that a part-time employee would not normally have been working, the employee will be paid on a pro rata basis for the statutory holiday (i.e., if the employee normally works two (2) days per week and a statutory holiday falls on one of his/her days off, he/she will receive 40% of a day's pay for the statutory holiday in addition to his/her pay for days worked).
- b) Part-time employees employed on the Circulation complaint desks and as students in training in the Editorial Departments shall be paid on an hourly basis equivalent to the weekly

- minimum salary provided for their classification and experience.
- 4) Temporary employees shall be covered by all terms of this Agreement except Article 7 (4), (5), (6), (7), (10) and (13); Article 8; Article 10; Article 15 (5), (6) d, e, f, g, (8), (9), (10); Article 16; Article 17 except in accordance with the Pension Standards Benefits Act; Article 18; and Letters of Agreement #2 and #7. Temporary employees shall be covered by Article 8 13 (1) with the exception of birthdays and Article 15 (1), (2), (3), and (4) in accordance with Article 19 (1) b. Necessary and adequate working equipment shall be provided for employees and paid for by the Company. Statutory holiday benefits will be provided in accordance with the terms of the B.C. Annual and General Holiday Regulation of July 9, 1974 or any Provincial legislation which supersedes it, except for temporary employees who are covered by Article 19 (1) (b). The company agrees that a person who is hired as a regular employee in the same classification and department in which that person had within the previous three (3) months been terminated after a period as a temporary employee, will be given credit for that period of temporary employment for length of probation period and seniority purposes. The Employment Standards Act or any Provincial legislation which supersedes it shall cover any other terms and conditions of temporary employment including maternity leave.
- 5) In the event of a part-time employee becoming a full-time employee or a temporary employee becoming a part-time employee, he or she shall be credited for seniority purposes at least with actual time previously served and he or she shall be credited for probationary purposes with any time worked in the same department and classification, without a break in service immediately prior to becoming a full-time employee.

20. SALARIES SCHEDULE OF MINIMA

For wage rates see page 29

21. GENERAL WAGE PROVISIONS

- 1) Experience Definition: In the application of the foregoing schedule of minima, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the CEP notified in accordance with the provisions of Article 5. Unless mutually agreed by the CEP and the Company, an employee paid a starting salary above the minimum provided for his or her actual experience shall receive an experience rating which conforms to his or her salary and shall advance to the next experience step-up in proportionately shorter time and through subsequent step-up increases as provided. The date of such earlier advancement shall become the employee's anniversary date for subsequent step-up increases.
- 2) Should the Company create a new job (either regular or part-time) or, in the CEP's estimation, substantially change the duties or functions of an existing job, compensation shall be negotiated. If agreement is not reached within two (2)

months, the parties shall submit the issue for binding arbitration in accordance with Article 6 - Grievance Procedure.

- 3) There shall be no reduction of salaries during the life of this Agreement, except in case of demotion. The term "salaries" means all forms of compensation including the basis and rates for computing commissions.
- **4)** Dual Work: Any employee who works in a higher classification shall receive at least the minimum in the higher classification for the time worked. There is no classification of reporter- photographer or District Advisor-truck driver.
- 5) Merit Pay: Individual merit pay may be acknowledged, at the discretion of the Company, by payments above the minimum. Nothing in this Agreement shall prevent employees from bargaining individually with the Company for salaries in excess of the minimum established herein. All employees receiving merit pay as at February 28, 1982 shall continue to receive at least the level of merit pay being paid at that date during the term of their employment with the Company. After February 28, 1982, merit pay may be awarded or withdrawn at the Company's discretion. The withdrawal of payment of merit pay may be grieved by the CEP under Article 6.
- Payment: Payment of salaries shall be made every second Friday.

22. EXPENSES AND EQUIPMENT

- 1) The Company will pay weekly, except as provided for in Section 2 of this Article, all legitimate expenses incurred by the employee in the service of the Company, including the supplying and laundering of coveralls for all building maintenance personnel and the supplying of rainwear for outside carpenters, and shall supply transportation for employees regularly requiring transportation in the service of the Company.
- 2) Employees who use their own cars in the service of the company:
- a) shall be compensated at the rate of 40.57 cents per kilometre for the first 120 kilometres and 36.87 cents thereafter, with a minimum of \$6 per shift. Mileage rates shall be reviewed monthly and increased one cent for every 2.2-cents-per-litre increase, or major fraction thereof, over the normal fuel price per liter published annually by Runzheimer Consultants. Major fraction shall be defined as 5/10th and above. Mileage rates and the normal fuel price will be updated annually based on published reports by Runzheimer Consultants.
- b) except for advertising sales representatives, shall be paid a minimum guarantee of 7,000 miles (11,280 km) per calendar year payable in monthly installments, such minimum to be recalculated monthly to give a year to date minimum guarantee.

- c) who are advertising sales representatives, shall be paid a minimum guarantee of \$120.00 per month.
- 3) The Company shall pay for all parking costs incurred in the service of the Company.
- **4)** Employees who are supplied with Company cars may at the Company's discretion drive them to and from work at no additional cost to the employee.
- 5) An employee regularly using his/her automobile in the service of the Company shall receive at least three (3) months' notice before such use is terminated. Such notice under no circumstances shall expire within twelve (12) months of the purchase of the automobile.
- 6) As mutually agreed, the Company will provide, when required, a Company owned automobile. When the Company provides a car, the employee is not authorized to use his or her own car.
- 7) Any family or childcare necessarily incurred by the employee as a result of an out-of-town assignment shall be paid by the Company.
- 8) Necessary and adequate working equipment shall be provided for all employees and paid for by the Company. Effective January 1, 1995, carpenters and any maintenance employees working with heavy equipment will be reimbursed up to three hundred dollars (\$300) for every two calendar years, upon provision of a receipt(s), for the purchase or repair of safety shoes, where required.

23. MISCELLANEOUS

- 1) a) By-lines and photo credits: An employee's byline or photo credit shall not be used over that employee's protest.
- b) An employee must be consulted prior to the time of publication if the Company has decided to alter the factual content of any story written by that employee or any photograph shot by that employee. The employee may at that time protest the use of his/her byline, or his/her photo credit.
- c) Freelancers shall not be assigned to perform work when staff members are available to perform the required duties, unless the freelancer has a special expertise that cannot be duplicated by a staff member.
- 2) Bulletin Boards: The Company agrees to provide bulletin boards suitably placed in all departments for the exclusive use of the CEP.
- 3) Employees of the Company shall be free to engage in any activities outside of working hours, provided such activities are not demonstrably in conflict with their duties and responsibilities as employees of the Company or in competition with the business of the Company.

- 4) Struck Work, Picket Lines:
- a) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.
- b) The Company recognizes the right of individual Union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.
- c) The Company will not discipline any employee while on assignment for failing to cross a legal picket line.
- 5) Re-use and Syndicate Compensation: When the product of an employee's work is made available by the Company for profit to any enterprise other than the one in which he/she is employed (not including another Division of the Company or co-operative arrangements with news services) the Company shall compensate said employee for such other use at a rate to be mutually agreed between the Company and the employee.
- 6) Sanitation: The Company agrees to keep its plants in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times.
- 7) Meals: Meal money at the rate of: When an employee is required to work overtime in excess of one and one-half (1-1/2) hours, meal money will be paid at the rate of \$10.00. The employee will be allowed one-half (1/2) hour for mealtime. This time not to be included in the overtime charged, but meal money will be paid whether or not mealtime is taken.
- 8) Jury Duty: An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of Jury Duty and work and the combination requires a sixth shift, the sixth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his/her regular straight time wage and the employee shall turn over to the employer his/her earnings from the jury duty as soon as received.
- 9) A joint staff-management meeting shall be held in every department not less than once each six months on Company time, and must be attended by the Department Manager for the purpose of exchanging ideas and suggestions on the operation of the department. Staff shall not exceed six persons at any one time.
- 10) The Company will provide legal counsel of its choice for the defence of any employee facing civil lawsuit or criminal charges as a result of work being published, or an act of any employee in the performance of a job function. Provided that the employee has acted:

- a) responsibility and within the scope of employment; and
- b) does not pursue any other legal action of an independent nature dealing with the same matter, except with the agreement in writing of the Pacific Newspaper Group Management Committee.
- c) If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages, benefits or employee status while civil lawsuit or criminal charges are being defended.

This clause does not apply to anyone working with a freelance relationship of any kind with the Company.

This clause also applies to dependent contractors but only to the extent of civil lawsuit as a result of work being published.

- **il** ights: It is recognized that the conditions contained in this Agreement are paramount but do not infringe in any way on the rights of either party not specifically stated in the Agreement. No individual employment contracts conflicting with this Agreement shall be entered into unless by consent and after approval of both parties hereto.
- 12) Where necessary wash-up time will be allowed in all departments and such time will be arranged between the department manager and Shop Steward.

24. LETTERS OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2006-2010 Collective Agreement unless otherwise specifically stated:

- Health and Safety
- 2. Re Appendix A & B
- 3. Employment Contractors
- 4. Fast-Track Arbitration
- 5. Temporary Employees
- 6. Student Work
- 7. Alternative Work Week Schedules
- 8. Sales Recognition Plans
- 9. Telecommuting/Homework
- 10. Contracting Out/Sale
- 11. Submanagers
- 12. Voluntary Staff Reduction
- 13. Sterling News Service
- 14. Contracting Out

25. DURATION AND RENEWAL

This Agreement shall be in effect from December 1, 2006 to November 30, 2010.

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this

Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

IN WITNESS	whereof, we and	have hereunto set our hands seal	3
this	day of	2007.	
PACIFIC N	EWSPAPER GRO MediaWorks Pu	UP, a division of CanWest blications Inc.,	
COMMUNICATIO	DNS, ENERGY AN CANADA, LO	ND PAPERWORKERS UNION (DCAL 2000	ЭF
Preside	ent	Secretary-Treasurer	

LETTER OF AGREEMENT #1

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

- 1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - i) chemical information and training
 - ii) accident investigation/recommendation procedure
 - iii) emergency evacuation procedures
 - iv) communications
 - v) asbestos health problems, documentation and treatment
 - vi) electronic surveillance
 - vii) safety shoes
- 3. The Company and Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.
- 4. The Company shall adhere to all applicable laws affecting health and safety.

2007

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #2

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

APPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short-Term Disability Benefits and Life and Long-Term Disability Benefits as agreed between the above parties covered by Collective Agreements entered into on the date hereof (hereafter referred to as the Collective Agreements) and becomes effective upon ratification of the Collective Agreements.

It is agreed that the coverage provided by the Collective Agreements is governed by the rules and conditions outlined by the attached Benefit Plan Appendices 'A' and 'B' as applicable and no changes will be made to these appendices during the life of the Collective Agreements except as mutually agreed to by the above parties.

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #3

between PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

EMPLOYMENT CONTRACTORS

IT IS AGREED that should the Company employ help in CEP jurisdiction that is supplied by an Employment Contractor the Company will remit to the CEP an amount equal to the applicable dues.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #4

between
PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

FAST-TRACKARBITRATION

By way of supplement to the Collective Agreement, the parties agree that an expedited "fast track" system of grievance arbitration shall be implemented on the following terms:

- 1) All grievances which may be processed pursuant to Article 6, Grievance procedure, of the Collective Agreement, shall be considered suitable for resolution of the fast-track process except the following:
 - a) Dismissals
 - b) Suspensions of greater than one (1) week
 - c) Layoffs
 - d) Grievances involving technological change
- e) Grievances which either party regards as requiring the resolution of a significant issue of policy under the Collective Agreement
- f) Grievances where either party will be adducing extrinsic evidence touching the central issues in dispute
- g) Grievances involving promotions or demotions where another employee may be displaced or laid off as a consequence of the arbitration.
- 2) By agreement, a grievance falling into any of the above categories may be referred to the fast-track process; and either party may withdraw a grievance from the fast-track process and submit it to arbitration under the existing provisions of the Collective Agreement.

- 3) The fast-track arbitrators shall be Donald R. Monroe and **Judi Korbin,** or such substitute as may be agreed between the parties should the necessity arise.
- 4) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
- 5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- 6) The decisions of the arbitrator shall be published in the form attached hereto, and shall be mailed to the parties within three working days of the completion of each set of hearings.
- 7) All decisions of the arbitrator shall be limited in application to that particular dispute and shall not be used as precedent i.e., shall not be referred to by either party in a subsequent proceeding before any arbitrator.
- 8) It is the intention that neither party shall appeal a decision of the fast-track arbitrator.
- 9) The parties shall meet one month prior to each scheduled set of hearing dates to identify which grievances shall be referred to this process.
- 10) Assuming sufficient outstanding grievances, the parties shall endeavour to schedule 3 6 grievances to be heard on each hearing day.
- 11) Upon a grievance being referred to this process, the persons assigned by the parties to have the carriage thereof shall have the authority to deal with the grievance in all respects including settlement.
- 12) At the hearing, presentation and responses are to be short and concise. Each party shall make an opening statement which shall indicate the facts and provisions of the Collective Agreement upon which reliance is placed. Every effort shall be made, before and during the hearing, to arrive at agreed facts. The parties will attempt to keep witnesses to a minimum, however, it is understood that witnesses shall be paid for the time necessary to give their evidence (i.e., for regular time lost from regularly scheduled work). Where the arbitrator is unable to determine material facts based upon the facts agreed to by the parties and reasonable inferences drawn from the written submissions, the matter will be referred to the regular grievance procedure. There will be limited use of case authorities during argument.
- 13) Hearings are to be scheduled as follows ... (e.g., the last two working days of each calendar quarter with the first set of hearing days to be _____ and _____).
- 14) The location of the hearings shall be the Pacific Newspaper Group building or such other location as may be agreed or the arbitrator directs.

- 15) The arbitrator costs shall be shared equally between the parties.
- **16)** Both parties agree that legal counsel will not be used in the presentation of a fast-track arbitration.
- 17) This letter of understanding shall expire with each Collective Agreement of which it is a part unless renewed by agreement of the parties.

At approximately one month prior to expiration of the Collective Agreement, there will be a joint Company-CEP review and appraisal of the fast-tracking system.

For the Company: For the Union:	_2007.
For the Union:	

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

EXPEDITED ARBITRATION A WARD

Pursuant to the appropriate labour legislation of B.C. and in the matter of an arbitration between the above employer and the above trade union on behalf of the **grievor**:

- 1. Grievor:
- 2. Address of Grievor:
- 3. Article(s) of the Collective Agreement allegedly violated:
- 4. Place of Hearing:
- 5. Decision of the arbitrator:

LETTER OF AGREEMENT #5

between
PACIFIC NEWSPAPER GROUP, a division of CanWest
Mediaworks Publications Inc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

TEMPORARYEMPLOYEES

The Company shall follow a philosophy of utilizing, where practical, qualified regular employees, either full or part-time, as inter or intra-departmental "floaters," rather than temporary employees.

The Company shall, where practical, and if "floaters" are not available, offer regular part-time employees extra shifts caused by unexpected variations in departmental staffing requirements. For those part-time employees willing to work extra shifts, such shifts shall be offered in order of seniority.

Part-time employees who work extra shifts in accordance with this Letter of Agreement shall not be paid overtime for unscheduled shifts except where such work is beyond the units of hours in the work day or work week. All other provisions of Article 12 shall apply. Sixth or seventh shifts in the workweek at straight time rates are not permitted.

Both parties recognize expanded utilization of a "floater" concept *is* novel and may create contractual and/or administrative difficulties not in keeping with the needs of either party. Therefore, the aforementioned "floater" concept is to be implemented on an experimental basis upon the signing of this collective agreement. Both parties agree to meet on a quarterly basis to discuss problems and/or concerns being experienced.

If after a one-year period following the ratification of this Agreement there is no mutual agreement on a policy for the use of "floaters," the first three paragraphs of this Letter will become contract language (except for "inter or intra").

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #6

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. LOCAL 2000

STUDENT WORK

During the term of the Collective Agreement, the Company and the Union agree to set up a committee to explore methods of meeting our joint obligation to participate, from time to time, in the educational process of institutions.

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #7

between
PACIFIC NEWSPAPER GROUP, a division of CanWest
Mediaworks Publications Inc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. LOCAL 2000

ALTERNATE WORK WEEK SCHEDULES

1) The Communications, Energy and Paperworkers Union of Canada and the Company are in agreement that alternate work week schedules, such as but not limited to a four-day compressed work week or a nine-day fortnight, will be examined for potential operational and/or financial benefits. It is agreed that both parties will examine this concept on a department-by-department basis during the life of this

collective agreement and where practical, will also negotiate the agreement necessary to allow for implementation.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #8

between
PACIFIC NEWSPAPER GROUP, a division of CanWest
Mediaworks Publications Inc.,
and
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA. LOCAL 2000

SALES RECOGNITION PLANS

Notwithstanding the provisions of Article 21 (3), the parties acknowledge the implementation of a new Sales Recognition Plan(s) and the need for changes to such plans and agree to the following:

- 1) The Company agrees to notify the CEP at least three months in advance of any substantial change to the basis and rates for computing commission. During the period of such notice, the Company will meet with the CEP and a representative group of employees and will discuss suggestions with regard to any proposed changes before implementation.
- 2) It is recognized by both parties the Sales Recognition Plan(s) (S.R.P.) will require ongoing maintenance and revision in light of changing business conditions. In order to ensure proper monitoring and development of the S.R.P., an incentive design committee is to be established consisting of eight members, three of whom will be appointed by the Communications, Energy and Paperworkers Union of Canada (at least two of whom will be from the Advertising Department) to represent their interest and assist in communication and feedback.
- 3) Any changes in the basis and rates of computing commissions will not be done with an intent to reduce group

incentive earnings, and while individual variations may occur. no individual will be treated in a manner which is arbitrary, discriminatory, or in bad faith. Notwithstanding the preamble to this Letter of Agreement, employees alleging such treatment in the administration of a Sales Recognition Plan may grieve under Article 21 (3) of the Collective Agreement.

4) It is the intent of both parties to achieve mutual agreement through the process outlined above. However, should any changes be implemented into the Sales Recognition Plan(s) by the Company during the term of this Collective Agreement, any disputes will be negotiated by the parties to this Collective Agreement. In the event of failure to reach agreement, the parties shall agree to the appointment of a mediator/arbitrator who shall have the authority of an arbitrator pursuant to Article 6 of the Collective Agreement and who shall have the authority to alter and amend the Collective Agreement insofar as it relates to the Sales Recognition Plan(s). Any changes made by the arbitrator shall be considered part of the S.R.P. retroactive to the date of implemented change.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #9

between PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

TELECOMMUTING/HOMEWORK

- 1) The Company and the CEP agree to strike a committee of two representatives from each party to examine telecommuting issues and recommend changes to the collective bargaining agreement, where required.
- 2) The Company shall assist the telecommuter in meeting all WCB requirements.

- 3) The Company shalt identify telecommuters to the union on a quarterly basis.
- 4) The Company agrees to assist the CEP in setting up a Bulletin Board. This will not be a part of the Company's E-mail svstem.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #10

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks PublicationsInc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONTRACTINGOUT/SALE

The Company agrees there will be no involuntary loss of employment of any regular employee during the life of the contract as a result of:

- (a) the contracting out of work normally performed by members of the bargaining unit; or
 - (b) sale of all or part of the business.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #11

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. LOCAL 2000

VOLUNTARY STAFF REDUCTION PLAN

- 1) Employees wishing to take part in the Voluntary Staff Reduction Plan ("the Plan") will not be replaced.
- 2) Subject to the agreement of the Company, positions vacated as a result of voluntary staff reductions may be replaced provided an overall staff reduction has occurred.
- 3) The Plan will provide six (6) weeks' pay per year of service. Regular rate of pay is to be used in this calculation. The base rate will include all commissions and bonuses based on a yearly average calculated using the 12 month period immediately preceding the application date for the Plan. Maximum entitlement is One hundred and fifty thousand dollars (\$150,000.00). (The employee will not receive more than he/she would if he/she was to remain employed to a normal retirement age of sixty-five (65) years).
- 4) Subject to the above limits, employees may take the monies as calculated, in cash or in a manner designated to facilitate early retirement or in a manner designed to take advantage of tax savings vehicles allowed by Revenue Canada.
- 5) The Company agrees, if requested by the employee, to pay out the equivalent number of weeks the employee is entitled to receive under the Plan as per the employee's regular payroll cycle.
- 6) Should there be an additional buyout offered by Pacific Newspaper Group during the term of the new collective agreement, that would result in a greater payout than this Plan, Pacific Newspaper Group will pay the employee the difference in the form of a lump sum payment at the time of the new offer (except if the Printers negotiate a greater payout than this Plan, it will not affect the other unions.)
- 7) If more employees apply than can be accepted (within the classification, department or Company), the selection will be based on seniority.
- 8) The Company will make the final determination as to the number of positions which are to be bought out. Subject to agreement by the Company and the Union, if a particular position is identified, the position may be covered by a temporary employee prior to the position being eliminated in order to allow the regular employee to leave immediately. When the position ultimately goes, there will be no claim by the temporary employee.
- 9) Regular full-time and regular part-time employees are eligible to participate in the Plan. Full-time employees working

less than full-time and part-time employees will have their basic entitlement pro-rated to reflect the proportion of time they have worked over the past three (3) years.

- 10) Employees on long term disability will be eligible to participate in the Plan.
- 11) Employees who accept the proposed buy-out who are fifty-five (55) years of age or older, will receive \$2,000.00 (two thousand dollar) life insurance plan and 50% (fifty per cent) of the provincial Medical Services Plan premiums, paid on their behalf by the employer until the employee's death. It is understood that all time covered by the voluntary buy-out will be included to achieve age fifty-five (55), if necessary.
- 12) Employees will be entitled to six (6) hours of individual financial counselling through Company paid programs. The provider shall be mutually agreed to by the Company and the unions.
- 13) Employees may withdraw from participation in the Voluntary Staff Reduction Plan after making their election to participate, provided their employment has not ceased.
- 14) Uninterrupted Southam service will be recognized.
- 15) Pension Plan contributions shall be made when legal, and subject to the maximum amount permissible under the terms of the employee's specific current pension plan(s) for the equivalent number of weeks' entitlement under the Voluntary Staff Reduction Plan (see item 2 [i].
- 16) A joint committee of equal CEP and Company representatives shall be set up to oversee the implementation of the Plan.
- 17) Applications to participate in the Plan, with the exception of Submanagers, must be received by the Human Resources department no later than three (3) months following ratification of the new collective agreement. Submanager applications may be submitted within the drop site consolidation period.

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #12

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

STERLING NEWS SERVICE

The Union and Company agree that the Sterling News Service may be used to produce the "Regional Roundup" feature which normally appears on page B5 of the Vancouver Sun and the equivalent smaller feature currently run by The Province on the Lower Mainland page, or their equivalents.

The Company agrees not to use any other editorial material, including articles, photographs and graphics from the Sterling News Service, or related companies, in the ABC city zone, plus Surrey, Delta, Coquitlam, Port Coquitlam and Port Moody.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #13

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONTRACTING OUT

If Pacific Newspaper Group introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, Pacific Newspaper Group will convene meetings with

the Union pursuant to Sections 53 and 54 of the Labour Relations Code.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #14

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

STUDENTINTERNS

The following are the terms and conditions of the Editorial Departments' Student Interns program:

- 1) The Student Intern program is created as per the terms and conditions of Article XIX, Part-Time and Temporary Employees. All terms of Article XIX will apply to the program, unless specifically amended by this letter.
- 2) Student Interns shall be employed for a defined period of no longer than twelve (12) months.
- To be eligible for the intern program, a person must be a recent graduate of a journalism school or program and must not have previously held a regular or permanent journalism position elsewhere.
- 3) Up to six (6) interns may be employed at any one time in an editorial department. For the purposes of this letter, The Province and The Vancouver Sun are recognized as separate editorial departments.
- 4) Student Interns may be employed in the following classifications: Reporter, Copy Editor, Photographer.
- 5) Student Interns shall be scheduled as per the collective agreement and as per the scheduling in the appropriate classification.
- 6) Student Interns will receive first-year rates of pay in the

25

classification as per the collective agreement.

7) The parties agree to meet and resolve any issues that arise as a result of the implementation and/or administration of the Student Intern program.

Should either party deem it necessary to eliminate the Student Intern program, those interns actively employed at the time will be able to complete their designated program.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT # 15

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc., and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

WEBSITES

The parties agree that during the term of the collective agreement, a joint committee will be established to examine and address workplace issues related to the introduction of websites in the newsrooms of PNG.

Key issues to be examined are, (but not limited to):

- · Staffing
- Management and Bargaining Unit Duties
- Use of Freelancers
- Training
- Classifications, including dual categories
- Saturday/Sunday Work

Upon mutual agreement, the committee shall have the full authority to implement changes and/or amendments to the collective agreement.

In recognition of the editorial independence of the two

newsrooms, it is understood the parties may appoint subcommittees in each editorial department to examine issues in each newsroom.

DATED		2007
	For the Company:	
	For the Union:	

20. SALARIES SCHEDULE OF MINIMA

EDITORIAL - SUN

```
1. News Editor, City Editor, Design Editor, Senior Assistant City Editor, Night News Editor, Saturday Editor
Dec. 1/06
                                                         1,733.35
                                                         1,785.35
Dec. 1/07
Dec. 1/08
                                                         1.838.91
Dec. 1/09
                                                         1,903.27
2. News Desk Slot, Wire Editor, Southam Network Co-ordinator, Design Slot
                                                         1,714.64
Dec. 1/07
                                                         1,766.08
Dec. 1/08
                                                         1,819,06
Dec. 1/09
                                                         1,882.73
3. National Editor
Dec. 1/06
                                                         1,684.79
                                                         1,735.33
Dec. 1/07
                                                         1,787.39
Dec. 1/08
Dec. 1/09
                                                         1,849,95
4. Sports Editor, Business Editor, Life Editor, Features Editor, Photo Editor, Mix Editor
Dec. 1/06
                                                         1,626.31
Dec. 1/07
                                                         1,674.07
Dec. 1/08
                                                         1,724.29
Dec. 1/09
                                                         1,784,64
5. B.C. Editor, Assistant City Editor, Night City Editor, Sports Slot, TV Times Editor, Assistant Design Editor, Assistant
Graphic Editor, Business Slot, City 5/ot, Assistant Sports Editor
Dec. 1/06
                                                         1.596.97
Dec. 1/07
                                                         1,644.88
Dec. 1/08
                                                         1,694.23
                                                         1,753,53
Dec. 1/09
6. Food Editor, Books Editor
                                                           1st yr.
                                                                    2nd yr.
                                                                             3rd yr.
                                                                                      4th yr.
                                                                                                5th yr.
                                                           992.80 1,068.88 1,164.70 1,275.57 1,404.01 1,563.75
Dec. 1/06
Dec. 1/07
                                                         1,022.58 1,100.95 1,199.64 1,313.84 1,446.13 1,610.66
Dec. 1/08
                                                         1,053.26 1,133.98 1,235.63 1,353.26 1,489.51 1,658.98
                                                         1,090.12 1,173.67 1,278.88 1,400.62 1,541.64 1,717.04
Dec. 1/09
7, Assistant Life Editor, Assistant Features Editor, Assistant Business Editor, Editorial Writer, Sports Copy Editor
(Wires), Senior Sports Desk, Senior Finance Desk, Entertainment Desk, Deputy Arts Editor, Assistant Sports Editor
Dec. 1/06
                                                         1,533.04
Dec. 1/07
                                                         1,579.03
Dec. 1/08
                                                         1,626.40
Dec. 1/09
                                                         1,683.32
8. Editorial Artist, Designer
                                                                    6 mo, 12 mo, 18 mo,
                                                                                                24 mo.
                                                                                                         30 mo. 36 mo.
Dec. 1/06
                                                         1,164.94 1,218.33 1,263.20 1,333.00 1,399.29 1,452.91 1,508.64
Dec. 1/07
                                                         1,199.89 1,254.88 1,301.10 1,372.99 1,441.27 1,496.50 1,553.90
Dec. 1/08
                                                         1,235.89 1,292.53 1,340.13 1,414.18 1,484.51 1,541.40 1,600.52
Dec. 1/09
                                                         1,279.15 1,337.77 1,387.03 1,463.68 1,536.47 1,595.35 1,656.54
9. Copy Editor, Make-up
                                                           1st yr.
                                                                   2nd yr.
                                                                             3rd yr.
                                                                                      4th yr.
                                                                                                5th yr.
Dec. 1/06
                                                         1,013.80 1,109.62 1,220.48 1,348.87 1,508.64
Dec. 1/07
                                                         1,044.21 1,142.91 1,257.09 1,389.34 1,553.90
Dec. 1/08
                                                         1,075.54 1,177.20 1,294.80 1,431.02 1,600.52
Dec. 1/09
                                                         1,113.18 1,218.40 1,340.12 1,481.11 1,656.54
10. Reporter, Photographer, Columnist
                                                                   2nd yr.
                                                                             3rd yr.
                                                                                      4th yr.
                                                                                                5th yr.
                                                          945.72 1,013.80 1,109.62 1,222.48 1,348.87 1,508.64
Dec. 1/06
                                                          974.09 1,044.21 1,142.91 1,257.09 1,389.34 1,553.90
Dec. 1/07
Dec. 1/08
                                                         1,003.31 1,075.54 1,177.20 1,294.80 1,431.02 1,600.52
Dec. 1/09
                                                         1,038.43 1,113.18 1,218.40 1,340.12 1,481.11 1,656.54
```

PARTA GRANVILLE SQUARE 27

```
11. Editorial Photo Assistant
                         BAND 15
                                                               Min
                                                                      1st yr.
                                                                               2nd yr.
                                                                                         3rd yr.
                                                                                                  4th yr.
                                                                                                            5th yr.
                                                            978.83 1,089.29 1,159.47 1,223.61 1,273.37 1,325.92
Dec. 1/06
                                                           1,008.19 1,121.97 1,194.25 1,260.32 1,311.57 1,365.70
Dec. 1/07
                                                           1,038.44 1,155.63 1,230.08 1,298.13 1,350.92 1,406.67
Dec. 1/08
Dec. 1/09
                                                           1,074.79 1,196.08 1,273.13 1,343.56 1,398.20 1,455.90
12. Editorial Auditor
                         BAND 11
                                                                       6 mo.
                                                                              12 mo.
                                                            Min.
                                                                                         18mo.
                                                          1,132.85 1,154.65 1,176.48 1,198.29
Dec. 1/06
Dec. 1/07
                                                          1,166.84 1,189.29 1,211.77 1,234.24
                                                          1,201.85 1,224.97 1,248.12 1,271.26
Dec. 1/08
                                                          1,243.91 1,267.84 1,291.80 1,315.75
Dec. 1/09
13. Listing Clerk
                         BAND9
                                                             1st yr.
                                                                     2nd yr.
Dec. 1/06
                                                          1,007.59 1,071.04 1,134.45
Dec. 1/07
                                                          1,037.82 1,103.14 1,168.48
Dec. 1/08
                                                          1,068.95 1,136.23 1,203.53
Dec. 1/09
                                                          1,106.36 1,176.00 1,245.61
14. Features Assistant, City Desk Clerk, Editorial Clerk, Editorial Clerk III
                         BAND 3
                                                                      6 mo.
                                                              Min.
                                                                              12 mo.
                                                                                         18mo.
Dec. 1/06
                                                            904.49
                                                                     917.32
                                                                               930.15
                                                                                        942.98
Dec. 1/07
                                                            931,62
                                                                     944,84
                                                                               958.05
                                                                                        971.27
Dec. 1/08
                                                            959.57
                                                                     973.19
                                                                               986,79 1,000.41
                                                            993.15 1,007.25 1,021.33 1,035.42
Dec. 1/09
15. Editorial Clerk II, Receptionist, Editorial Messenger
                                                            Min.
                         BAND 1
                                                                     6 mo.
                                                                              12 mo.
                                                                                       18 mo.
                                                            864.64
                                                                     874.71
                                                                              883.70
                                                                                        893,21
Dec. 1/06
                                                            890.58
                                                                     900,40
                                                                               910.21
Dec. 1/07
                                                                                        920.01
Dec. 1/08
                                                            917.30
                                                                     927.41
                                                                               937.52
                                                                                        947.61
                                                                                        980.78
                                                            949,41
                                                                     959.87
                                                                               970.33
Dec. 1/09
                                                 EDITORIAL - PROVINCE

    News Editor, News Editor (Features), City Editor, Design Editor, Senior Assistant City Editor

                                                          1,733.35
Dec. 1/06
Dec. 1/07
                                                          1,785.35
Dec. 1/08
                                                          1.838.91
Dec. 1/09
                                                          1.903.27
2. Slot 1, Slot 2, Deputy News Editor, Wire Editor, Features Editor
Dec. 1/06
                                                          1,714.64
Dec. 1/07
                                                          1,766.08
Dec. 1/08
                                                          1,819.06
Dec. 1/09
                                                          1,882.73
3. Sports Editor, Business Editor, Photo Editor, Living Editor, Special Projects Editor
Dec. 1/06
                                                          1,626.31
Dec. 1/07
                                                          1,674.07
Dec. 1/08
                                                         1,724.29
Dec. 1/09
                                                         1,784.64
4. Assistant City Editor, Deputy Photo Editor, B.C. Editor, Sports Slot, Living Section Slot, Business Slot, Assistant
Sports Editor, Assistant Graphics Editor, Editor Op-Ed Pages, Assistant Entertainment Editor, World/National Editor
Dec. 1/06
                                                         1,596.97
Dec. 1/07
                                                         1,644.88
Dec. 1/08
                                                         1,694.23
Dec. 1/09
                                                         1,753.53
5. Editorial Writer, Cartoonist Sports Copy Editor (Wires)
Dec. 1/06
                                                         1,533.04
Dec. 1/07
                                                         1,579.03
Dec. 1/08
                                                         1,626.40
Dec. 1/09
                                                         1,683.32
```

6. Copy Editor, Make-up	1ct vr	2nd vr	2rd vr	4th yr.	5th yr.		
Dec. 1/06	1st yr. 1,013.80			1,348.87			
Dec. 1/07	1,044.21	1,142.91	1,257.09	1,389.34	1,553.90		
Dec. 1/08				1,431.02			
Dec. 1/09	1,113.18	1,218,40	1,340.12	1,481.11	1,030,34		
7. Reporter, Photographer, Columnist	1st yr.	2nd yr.	3rd vr	4th yr.	5th vr	6th yr.	
Dec. 1/06					1,348.87		
Dec. 1/07	974.09	1,044.21	1,142.91	1,257.09	1,389.34	1,553.90	
Dec. 1/08					1,431.02		
Dec. 1/09	1,038.43	1,113.18	1,218.40	1,340.12	1,481.11	1,656.54	
8. Editorial Artist	Min.	6 mo.	12 mo	18 mo	24 mo.	30 mo.	36 mo.
Dec. 1/06					1,399.29		
Dec. 1/07	1,199.89	1,254.88	1,301.10	1,372.99	1,441.27	1,496.50	1,553.90
Dec. 1/08	1,235.89	1,292.53	1,340.13	1,414.18	1,484.51	1,541.40	1,600.52
Dec. 1/09	1,2/9.15	1,33/.//	1,387.03	1,403.00	1,536.47	1,595.35	1,030.34
9. Editorial Photo Assistant BAND 15	Min	1st yr.	2nd vr	3rd yr.	4th yr.	5th yr.	
Dec. 1/06					1,273.37		
Dec. 1/07	1,008.19	1,121.97	1,194.25	1,260.32	1,311.57	1,365.70	
Dec. 1/08					1,350.92		
Dec. 1/09	1,074.79	1,196.08	1,2/3.13	1,343.56	1,398.20	1,455.90	
10. Editorial Auditor BAND 11	Min.	6 ma	12 mo.	18 mo			
Dec. 1/06			1,176.48				
Dec. 1/07	1,166.84	1,189.29	1,211.77	1,234.24			
Dec. 1/08	1,201.85	1,224.97	1,248.12	1,271.26			
Dec. 1/09	1,243.91	1,267.84	1,291.80	1,315./5			
11. Listing Clerk BAND 9	1st yr.	2nd yr.	3rd yr.				
Dec. 1/06		1,071.04					
Dec. 1/07	1,037.82	1,103.14	1,168.48				
Dec. 1/08		1,136.23					
Dec. 1/09	1,106.36	1,176.00	1,245.61				
12. Head Editorial Assistant BAND 5	Min.	6 mo	12 mo.	18mo.			
Dec. 1/06	945,24		987.47				
Dec. 1/07	973.60	997.15	1,017.09	1,037.00			
Dec. 1/08	1,002.81	1,027.06	1,047.60	1,068.11			
Dec. 1/09	1,037.91	1,063.01	1,084.27	1,105.49			
13. Head City Desk Clerk BAND 4	Min.	6 mo.	12 mo.	18mo.			
Dec. 1/06	911.78		953.85	974.88			
Dec. 1/07	939.13		982.47				
Dec. 1/08	967.30		1,011.94				
Dec. 1/09	1,001.16	1,024.25	1,047.36	1,0/0.45			
14. Editorial Assistant	Min.	6 mo.	12 mo.	18mo.			
BAND 3 Dec. 1/06	904.49			942.98			
Dec. 1/07	931.62	944.84	958.05				
Dec. 1/08	959.57			1,000.41			
Dec. 1/09			1,021.33	1,035.42			
1 Editorial Systems Co. ardinator	EDITORIAL SYS	SIEMS					
1. Editorial Systems Co-ordinator Dec. 1/06	1,596.97						
Dec. 1/07	1,644.88						
Dec. 1/08	1,694.23						
Dec. 1/09	1,753.53						

2. Systems Assistant

<u>BAND 16</u>	Min	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Dec. 1/06	991.10	1,109.62	1,181.14	1,249.77	1,297.80	1,357.85
Dec. 1/07	1,020.83	1,142.91	1,216.57	1,287.26	1,336.73	1,398.59
Dec. 1/08	1,051.45	1,177.20	1,253.07	1,325.88	1,376.83	1,440.53
Dec. 1/09	1,088.25	1,218.40	1,296.93	1,372.29	1,425.02	1,490.97

EDITORIAL SERVICES

1. Librarian

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Dec. 1/06	1,109.62	1,224.31	1,348.87	1,508.64	1,533.04
Dec. 1/07	1,142.91	1,261.04	1,389.34	1,553.90	1,579.03
Dec. 1/08	1,177.20	1,298.87	1,431.02	1,600.52	1,626.40
Dec. 1/09	1,218.40	1,344.33	1,481.11	1,656.54	1,683.32

2. Library Assistant

<u>BAND 7</u>	Mın.	6 mo.	12 mo.	18 mo.	24 mo.
Dec. 1/06	974.88	998.81	1,022.77	1,046.69	1,070.63
Dec. 1/07	1,004.13	1,028.77	1,053.45	1,078.09	1,102.75
Dec. 1/08	1,034.25	1,059.63	1,085.05	1,110.43	1,135.83
Dec. 1/09	1,070.45	1,096.72	1,123.03	1,149.30	1,175.58

READER SALES AND SERVICE

Reader Sales and Service - Distribution

1. Circulation Training Co-ordinator

Dec. 1/06	1,626.31
Dec. 1/07	1,674.07
Dec. 1/08	1,724.29
Dec. 1/09	1,784.64

Reader Sales and Service - Marketing

1. Apartment Sales and Service Manager

Dec. 1/06	1,626.31
Dec. 1/07	1,674.07
Dec. 1/08	1,724.29
Dec. 1/09	1,784.64

2. Marketing Co-ordinator

z. marketing oo orani	iatoi						
J	BAND 19	Min.	6 mo.	12 mo.	18 mo.	24 mo.	
Dec. 1/06		1,163.76	1,236.21	1,308.68	1,381.13	1,453.57	
Dec. 1/07		1,198.67	1,273.30	1,374.94	1,422.56	1,497.18	
Dec. 1/08		1,234.63	1,311.50	1,388.38	1,465.24	1,542.10	
Dec. 1/09		1.277.84	1,357,40	1,436,97	1.516.52	1.596.07	

3. Marketing Assistant RAND 12

	DAND 12	ısıyı.	Ziiu yi.	Jiu yi.
Dec.	1/06	955.44	1,092.80	1,230.18
Dec.	1/07	984.10	1,125.58	1,267.09
Dec.	1/08	1,013.62	1,159.39	1,305.10
Dec.	1/09	1,049.10	1,200.51	1,350.78

4. Sales Retention Clerk

	BAND 3	Min.	6 mo.	12 mo.	18 mo.
Dec. 1/06		904.49	917.32	930.15	942.98
Dec. 1/07		931.62	944.84	958.05	971.27
Dec. 1/08		959.57	973.19	986.79	1,000.41
Dec. 1/09		993.15	1,007.25	1,021.33	1,035.42

5. Apartment Sales and Service Clerk, Circulation Promotion Tracker

	BAND 2	Min.	6 mo.	12 mo.	To mo:
Dec. 1/06		884.27	894.17	904.05	913.97
Dec. 1/07		910.80	921.00	931.17	941.39
Dec. 1/08		938.12	948.63	959.11	969,63
Dec 1/09		970.75	981.83	992.68	1.003.57

Reader Sales and Service - Systems and Service

1. Circulationinforma	tion Co-ordinator, Subscriber In: BAND 19	f ormation Min.			18 mo.	24 mo.	
Dec. 1/06		1,163.76	1,236.21	1,308.68 1,374.94	1,381.13	1,453.57	
Dec. 1/07 Dec. 1/08				1,388.38			
Dec. 1/09		1,277.84	1,357.40	1,436.97	1,516.52	1,596.07	
2. ABC Administrator	BAND 11	Min.	6 mo.	12 mo.	18 mo.		
Dec. 1/06	<u></u>	1,132.85	1,154.65	1,176.48	1,198.29		
Dec. 1/07 Dec. 1/08				1,211.77 1,248.12			
Dec. 1/09				1,291.80			
3. Customer Service S	upervisor BAND 9	1st yr.	2nd yr.	3rd yr.			
Dec. 1/06		1,007.59	1,071.04	1,134.45			
Dec. 1/07 Dec. 1/08			1,103.14				
Dec. 1/09			1,136.23 1,176.00				
4. Information System	ns Clerk, Targeting Administrato			12	10	24	
Dec. 1/06	BAND 6	Min. 934.64		12 mo. 986.67	18 mo. 1,012.69	24 mo. 1.038.70	
Dec. 1/07		962.68		1,016.57			
Dec. 1/08				1,046.76			
Dec. 1/09		1,026.26	1,054.83	1,083.40	1,111.96	1,140.53	
5. Assistant Customer	Service Supervisor, Router BAND 5	Min.	6 mo.	12 mo.	18 mo.		
Dec. 1/06	<u>5, 115</u>	945.24			1,006.80		
Dec. 1/07		973.60		1,017.09			
Dec. 1/08 Dec. 1/09				1,047.60 1,084.27			
6. Secretary		1,037.91	1,005.01	1,004.27	1,105.45		
-	BAND 3	Min.	6 mo.		18 mo.		
Dec. 1/06 Dec. 1/07		004.40	917.32	930.15	942.98		
Dec: 1/07		904.49					
		931.62	944.84	958.05	971.27		
Dec. 1/08 Dec. 1/09		931.62 959.57	944.84 973.19	958.05	971.27 1,000.41		
Dec. 1/08		931.62 959.57 993.15	944.84 973.19 1,007.25	958.05 986.79 1,021.33	971.27 1,000.41 1,035.42		
Dec. 1/08 Dec. 1/09 7. Customer Service R	epresentative BAND 2	931.62 959.57 993.15 Min.	944.84 973.19 1,007.25 6 mo.	958.05 986.79 1,021.33 12 mo.	971.27 1,000.41 1,035.42 18 mo.		
Dec. 1/08 Dec. 1/09		931.62 959.57 993.15	944.84 973.19 1,007.25	958.05 986.79 1,021.33 12 mo.	971.27 1,000.41 1,035.42		
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08		931.62 959.57 993.15 Min. 884.27 910.80 932.12	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63		
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07		931.62 959.57 993.15 Min. 884.27 910.80	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63	958.05 986.79 1,021.33 12 mo. 904.05 931.17	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63		
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63		
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service -	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr.	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr.	5th yr.	
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service:	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr. 1,109.62	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48	1,348.87	1,508.64
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/06 Dec. 1/06 Dec. 1/07	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service: 1st yr. 945.72 974.09	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr. 1,109.62 1,142.91	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09	1,348.87 1,389.34	1,508.64 1,553.90
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/06 Dec. 1/07 Dec. 1/07 Dec. 1/08	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service: 1st yr. 945.72 974.09 1,003.31	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21 1,075.54	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 Stration 3rd yr. 1,109.62 1,142.91 1,177.20	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09 1,294.80	1,348.87 1,389.34 1,431.02	1,508.64 1,553.90 1,600.52
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/07 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 Dec. 1/09	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service: 1st yr. 945.72 974.09 1,003.31	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21 1,075.54	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 Stration 3rd yr. 1,109.62 1,142.91 1,177.20	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09 1,294.80	1,348.87 1,389.34	1,508.64 1,553.90 1,600.52
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/06 Dec. 1/07 Dec. 1/07 Dec. 1/08	BAND 2 Reader Sales and	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service: 1st yr. 945.72 974.09 1,003.31	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21 1,075.54 1,113.18 6 mo.	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr. 1,109.62 1,142.91 1,177.20 1,218.40 12 mo.	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09 1,294.80 1,340.12 18 mo.	1,348.87 1,389.34 1,431.02	1,508.64 1,553.90 1,600.52
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 2. ClerkIII Dec. 1/06	BAND 2 Reader Sales and tive	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service 1st yr. 945.72 974.09 1,003.31 1,038.43 Min. 904.49	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21 1,075.54 1,113.18 6 mo. 917.32	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr. 1,109.62 1,142.91 1,177.20 1,218.40 12 mo. 930.15	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09 1,294.80 1,340.12	1,348.87 1,389.34 1,431.02	1,508.64 1,553.90 1,600.52
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 2. ClerkIII Dec. 1/06 Dec. 1/06 Dec. 1/07	BAND 2 Reader Sales and tive	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 d Service 1st yr. 945.72 974.09 1,003.31 1,038.43 Min. 904.49 931.62	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21 1,075.54 1,113.18 6 mo. 917.32 944.84	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr. 1,109.62 1,142.91 1,177.20 1,218.40 12 mo. 930.15 958.05	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09 1,294.80 1,340.12 18 mo. 942.98 971.27	1,348.87 1,389.34 1,431.02	1,508.64 1,553.90 1,600.52
Dec. 1/08 Dec. 1/09 7. Customer Service R Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 1. Project Representa Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 2. ClerkIII Dec. 1/06	BAND 2 Reader Sales and tive	931.62 959.57 993.15 Min. 884.27 910.80 932.12 970.95 1 Service 1st yr. 945.72 974.09 1,003.31 1,038.43 Min. 904.49 931.62 959.57	944.84 973.19 1,007.25 6 mo. 894.17 921.00 948.63 981.83 - Adminis 2nd yr. 1,013.80 1,044.21 1,075.54 1,113.18 6 mo. 917.32 944.84 973.19	958.05 986.79 1,021.33 12 mo. 904.05 931.17 959.11 992.68 stration 3rd yr. 1,109.62 1,142.91 1,177.20 1,218.40 12 mo. 930.15 958.05	971.27 1,000.41 1,035.42 18 mo. 913.97 941.39 969.63 1,003.57 4th yr. 1,222.48 1,257.09 1,294.80 1,340.12 18 mo. 942.98 971.27 1,000.41	1,348.87 1,389.34 1,431.02	1,508.64 1,553.90 1,600.52

3. Cashier, Switchboard Operator/Receptionist, Clerk II (Country Mail Draws), Clerk II Telephone Sales and Service Clerk, Clerk I

	<u>BAND 1</u>	Min.	6 mo.	12 mo.	18 mo.
Dec. 1/06		864.64	874.71	883.70	893.21
Dec. 1/07		890.58	900.40	910.21	920.01
Dec. 1/08		917.30	927.41	937.52	947.61
Dec. 1/09		949.41	959.87	970.33	980.78

PROMOTION AND COMMUNITY RELATIONS

4	Assistant	Managa
	ASSISIALL	wanace

1/06	1,705.89
1/07	1,757.07
1/08	1,809.78
1/09	1,873.12
	1/07 1/08

2. Artist, Event Marketer, Newspapers In Education Co-ordinator

	Min.	6 mo.	12 mo.	18 mo.	24 mo.	30 mo.	36 mo.
Dec. 1/06	1,164.94	1,218.33	1,263.20	1,333.00	1,399.29	1,452.91	1,508.64
Dec. 1/07	1,199.89	1,254.88	1,301.10	1,372.99	1,441.27	1,496.50	1,553.90
Dec. 1/08	1,235.89	1,292.53	1,340.13	1,414.18	1,484.51	1,541.40	1,600.52
Dec. 1/09	1,279.15	1,337.77	1,387.03	1,463.68	1,536.47	1,595.35	1,656.54

3. Home Economist

	DAIND 18	
Dec. 1/06		1,421.65
Dec. 1/07		1,464.30
Dec. 1/08		1,508.23
Dec. 1/09		1,561.02

4. Event Administrator

	BAND 5	IVIII).	o mo.	12 mo.	TA IIIO'
Dec. 1/06		945.24	968.11	987.47	1,006.80
Dec. 1/07		973.60	997.15	1,017.09	1,037.00
Dec. 1/08		1,002.81	1,027.06	1,047.60	1,068.11
Dec. 1/09		1,037.91	1,063.01	1,084.27	1,105.49

5. Promotions ClerkIII

	BAND Z	Min.	6 mo.	12 mo.	TA MO.
Dec. 1/06		884.27	894.17	904.05	913.97
Dec. 1/07		910.80	921.00	931.17	941.39
Dec. 1/08		932.12	948.63	959.11	969.63
Dec. 1/09		970.95	981.83	992.68	1,003.57

6. Promotions Clerk II, Clerk II (Patterns), Clerk

	<u>BAND 1</u>	Min.	6 mo .	12 mo.	18 mo.
Dec. 1/06		864.64	874.71	883.70	893.21
Dec. 1/07		890.58	900.40	910.21	920.01
Dec. 1/08		917.30	927.41	937.52	947.61
Dec. 1/09		949.41	959.87	970.33	980.78

BUSINESS OFFICE

1. Assistant Credit Manager

	1st yr.	2na yr.	3ra yr.	4th yr.	5th yr.	6th yr.
Dec. 1/06	945.72	1,013.80	1,109.62	1,222.48	1,348.87	1,508.64
Dec. 1/07	974.09	1,044.21	1,142.91	1,257.09	1,389.34	1,553.90
Dec. 1/08	1,003.31	1,075.54	1,177.20	1,294.80	1,431.02	1,600.52
Dec. 1/09	1,038,43	1,113.18	1,218,40	1,340.12	1.481.11	1.656.54

2. Ledger Telephone Collector

	<u>BAND 12</u>	1st yr.	2nd yr.	3rd yr.
Dec.	1/06	955.44	1,092.80	1,230.18
Dec.	1/07	984.10	1,125.58	1,267.09
Dec.	1/08	1,013.62	1,159.39	1,305.10
Dec	1/09	1 049 10	1.200.51	1 350 78

3. PIA Supervisor, Senior Accounts Payable Clerk, Cost Accountant

	BAND IU	ist yr.	∠na yr.	ara yr.
Dec.	1/06	1,075.79	1,121.08	1,166.35
Dec.	1/07	1,108.06	1,154.71	1,201.34
Dec.	1/08	1,141.30	1,189.35	1,237.38
Dec.	1/09	1,181.25	1,230.98	1,280.69

4. Billing System Maintenance Clerk

	BAND 6	ist yr.	∠na yr.	ara yr.
Dec.	1/06	979.37	1,040.94	1,102.54
Dec.	1/07	1,008.75	1,072.17	1,135.62
Dec.	1/08	1,039.01	1,104.34	1,169.69
Dec.	1/09	1,075.38	1,142.99	1,210.63

5. Control Clerk

BAND 6	IVIIN.	6 mo.	12 mo.	۱۶ mo،	24 mo.
Dec. 1/06	934.64	960.66	986.67	1,012.69	1,038.70
Dec. 1/07	962.68	989.48	1,016.57	1,043.07	1,069.86
Dec. 1/08	991.56	1,019.16	1,046.76	1,074.36	1,101.96
Dec. 1/09	1,026.26	1,054.83	1,083.40	1,111.96	1,140.53

6. Credit Clerk TypistIII

	BAND 5	Min.	6 mo.	12 mo.	18 mo.
Dec. 1/06		945.24	968.11	987.47	1,006.80
Dec. 1/07		973.60	997.15	1,017.09	1,037.00
Dec. 1/08		1,002.81	1,027.06	1,047.60	1,068.11
Dec. 1/09		1,037.91	1,063.01	1,084.27	1,105.49

7. Head Lineage Clerk, Head Credit Control Clerk, Credit Clerk II, Tearsheet Clerk, PIA Clerk II

BAND 3	Min.	6 mo.	12 mo.	18 mo.	
Dec. 1/06	904.49	917.32	930.15	942,98	
Dec. 1/07	931.62	944.84	958.05	971.27	
Dec. 1/08	959.57	973.19	986.79	1,000.41	
Dec. 1/09	993.15	1,007.25	1,021.33	1,035.42	

8. ClerkII Accounts Payable, Purchase Invoice Clerk, Cashier RAND 1

	DAIND I	IVIII I.	0 1110.	12 1110.	10 1110
Dec. 1/06		864.64	874.17	883.70	893.21
Dec. 1/07		890.58	900.40	910.21	920.01
Dec. 1/08		917.30	927.41	937.52	947.61
Dec. 1/09		949.41	959.87	970.33	980.78

INFORMATION SYSTEMS

Data Processing - Systems and Programming

1. Senior Programmer Analyst

Dec.	1/06	1,508.6	5 4
Dec.	1/07	1,553.9	90
Dec.	1/08	1,600.5	52
Dec.	1/09	1,656.5	54

2. Programmer, Network Analyst

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.	6th yr.
Dec. 1/06	945.72	1,013.80	1,109.62	1,222.48	1,348.87	1,508.64
Dec. 1/07					1,389.34	
Dec. 1/08	1,003.31	1,075.54	1,177.20	1,294.80	1,431.02	1,600.52
Dec. 1/09	1,038.43	1,113.18	1,218.40	1,340.12	1,481.11	1,656.54

Data Processing - Operating

1. Electronic Output Supervisor, Operations Supervisor

Dec.	1/06	-	-		_	1,563.75
Dec.	1/07					1,610.66
Dec.	1/08					1,658.98
Dec.	1/09					1,717.04

2. Systems Administrator	4 522 44
Dec. 1/06 Dec. 1/07	1,533.11 1,579.10
Dec. 1/07 Dec. 1/08	1,626.47
Dec. 1/09	1,683.39
	·
3. Senior Electronic Output Operator	Min. 6 mo. 12 mo. 18 mo. 24 mo.
<u>BAND 19</u> Dec. 1/06	1,163.76 1,236.21 1,308.68 1,381.13 1,453.57
Dec. 1/07	1,198.67 1,273.30 1,374.94 1,422.56 1,497.18
Dec. 1/08	1,234.63 1,311.50 1,388.38 1,465.24 1,542.10
Dec. 1/09	1,277.84 1,357.40 1,436.97 1,516.52 1,596.07
4. Electronic Output Operator	M. 6 40 40 24 24 27 20 20
BAND 17	Min. 6 mo. 12 mo. 18 mo. 24 mo. 30 mo. 1,087.14 1,148.35 1,209.58 1,270.79 1,332.00 1,389.74
Dec. 1/06 Dec. 1/07	1,119.75 1,182.80 1,245.87 1,308.91 1,371.96 1,431.43
Dec. 1/08	1,153.34 1,218.28 1,283.25 1,348.17 1,413.12 1,474.37
Dec. 1/09	1,193.71 1,260.92 1,328.16 1,395.36 1,462.58 1,525.97
4. Computer Operator, Desktop Support Assistant	
<u>BAND 16</u>	Min. 12 mo. 24 mo. 36 mo. 48 mo. 60 mo.
Dec. 1/06	991.10 1,109.62 1,181.14 1,249.77 1,297.80 1,357.85 1,020.83 1,142.91 1,216.57 1,287.26 1,336.73 1,398.59
Dec. 1/07 Dec. 1/08	1,051.45 1,177.20 1,253.07 1,325.88 1,376.83 1,440.53
Dec. 1/09	1,088.25 1,218.40 1,296.93 1,372.29 1,425.02 1,490.97
	·
*FOR Systems Assistant see "Editorial Systems"	
KENNEDY HEIGHTS	INFORMATION TECHNOLOGY
1. Production Reporting Co-ordinator	
9	1st yr. 2nd yr. 3rd yr. 4th yr. 5th yr. 6th yr.
Dec. 1/06	945.72 1,013.80 1,109.62 1,222.48 1,348.87 1,508.64
Dec. 1/07 Dec. 1/08	974.09 1,044.21 1,142.91 1,257.09 1,389.34 1,553.90 1,003.31 1,075.54 1,177.20 1,294.80 1,431.02 1,600.52
Dec. 1/09	1,038.43 1,113.18 1,218.40 1,340.12 1,481.11 1,656.54
-	ICE SERVICES
1. Assistant to Manager	1st yr. 2nd yr. 3rd yr. 4th yr. 5th yr. 6th yr.
Dec. 1/06	945.72 1,013.80 1,109.62 1,222.48 1,348.87 1,508.64
Dec. 1/07	974.09 1,044.21 1,142.91 1,257.09 1,389.34 1,553.90
Dec. 1/08	1,003.31 1,075.54 1,177.20 1,294.80 1,431.02 1,600.52
Dec. 1/09	1,038.43 1,113.18 1,218.40 1,340.12 1,481.11 1,656.54
2. Chief Switchboard Operator / Receptionist BAND 4	Min. 6 mo. 12 mo. 18 mo.
Dec. 1/06	911.78 932.81 953.85 974.88
Dec. 1/07	939.13 960.79 982.47 1,004.13
Dec. 1/08	967.30 989.61 1,011.94 1,034.25
Dec. 1/09	1,001.16 1,024.25 1,047.36 1,070.45
3. Secretary	Min C 12 19
BAND 3	Min. 6 mo. 12 mo. 18 mo. 904.49 917.32 930.15 942.98
Dec. 1/06 Dec. 1/07	931.62 944.84 958.05 971.27
Dec. 1/08	959.57 973.19 986.79 1,000.41
Dec. 1/09	993.15 1,007.25 1,021.33 1,035.42
4. Mail ClerkI, Receptionist	10 10
<u>BAND 1</u>	Min. 6 mo. 12 mo. 18 mo. 864,64 874.71 883.70 893.21
Dec. 1/06 Dec. 1/07	864.64 874.71 883.70 893.21 890.58 900.40 910.21 920.01
Dec. 1/07 Dec. 1/08	917.30 927.41 937.52 947.61
Dec. 1/09	949.41 959.87 970.33 980.78
PART A GRANVILLE SQUARE	
BUILDING SERVICES & INFORMATION TECHNOLOGY, KENNEI	DY HEIGHTS

BUILDING SERVICES

1. Painter, Carpenter,	Chief Air Conditioning Operator BAND 20					
Dec. 1/06	<u> </u>	1,472.42				
Dec. 1/07		1,516.59				
Dec. 1/08		1,562.09				
Dec. 1/09		1,616.76				
2. Air Conditioning O	perator1 BAND9	1st yr.	2nd yr.	3rd yr.		
Dec. 1/06	DAND 3		1,071.04			
Dec. 1/07			1,103.14			
Dec. 1/08			1,136.23			
Dec. 1/09		1,106.36	1,176.00	1,245.61		
3. Building Maintenar		4 -4	0	01		
Dec. 1/06	BAND 8	1st yr. 979 37	2nd yr. 1,040.94	3rd yr.		
Dec. 1/07			1,072.17			
Dec. 1/08		1,039.01	1,104.34	1,169.69		
Dec. 1/09		1,075.38	1,142.99	1,210.63		
4. Lead Hand (71/29	% of shift rate converted to Flat))	_			
		Por Dov	Per			
Dec. 1/06		Per Day 13.71				
Dec. 1/07		14.12				
Dec. 1/08			16.00			
Dec. 1/09		15.05	16.56			
5. Shift Supervisor	DANID 4	Min	C ma	12	10	
Dec. 1/06	BAND 4	Min. 911.78				
Dec. 1/07		939.13			1,004.13	
Dec. 1/08		967.30	989.61	1,011.94	1,034.25	
Dec. 1/09		1,001.16	1,024.25	1,047.36	1,070.45	
5. Janitor	DANID S		_	4.5	4.0	
Dec. 1/06	BAND 2	Min. 884.27				
Dec. 1/07		910.80				
Dec. 1/08		938.12			969.63	
Dec. 1/09		970.75	981.83	992.68	1,003.57	
	DUDOUA CINO 6		MANUOTO	ATION		
1 Assistant Managar	PURCHASING&	FLEE I AL	NI GINIINI	ATION		
1. Assistant Manager Dec. 1/06		1,488.15				
Dec. 1/07		1,532.79				
Dec. 1/08		1,578.77				
Dec. 1/09		1,634.03				
2. Buyer	DAND 14	4	مر المص	0	441	C4h
Dec. 1/06	BAND 14	1st yr. 964.26			4th yr. 1,214.08	
Dec. 1/07					1,250.50	
Dec. 1/08		1,022.99	1,111.34	1,199.69	1,288.02	1,272.80
Dec. 1/09		1,058.79	1,150.24	1,241.68	1,333.10	1,420.85
3. Inventory Co-ordin				40	4.0	0.4
Dec. 1/06	BAND 7	Min. 974.88	6 mo.	12 mo.	18 mo.	24 mo.
Dec. 1/06 Dec. 1/07					1,046.69 1,078.09	
Dec. 1/08					1,110.43	
Dec. 1/09					1,149.30	
PARTA GRANVILLE SQUARE		V 115101175				
BUILDING SERVICES	INFORMATION TECHNOLOGY, KENNED	Y HEIGHTS				

4. Shipper/Receiver Dept. 122 KH, Shipper/Receiver Dept. 102 6 mo. 12 mo. 18 mo. 24 mo. BAND 6 Min. 934.64 960.66 986.67 1,012.69 1,038.70 Dec. 1/06 962.68 989.48 1,016.57 1,043.07 1,069.86 Dec. 1/07 991.56 1,019.16 1,046.76 1,074.36 1,101.96 1,026.26 1,054.83 1,083.40 1,111.96 1,140.53 Dec. 1/08 Dec. 1/09 5. Secretary, Assistant Receiver BAND 3 Min. 6 mo. 12 mo. 18 mo. 904.49 Dec. 1/06 917.32 930.15 942,98 971,27 944,84 958,05 Dec. 1/07 931.62 973.19 986.79 1,000.41 959.57 Dec. 1/08 Dec. 1/09 993.15 1,007.25 1,021.33 1,035.42

ADVERTISING

Advertising Administration

	<u>Advertis</u>	<u>ing Admii</u>	<u>nistration</u>				
1. Assistant Manager							
Dec. 1/06		1,705.89	ı				
Dec. 1/07		1,757.07	1				
Dec. 1/08		1,809.78	ı				
Dec. 1/09		1,873.12					
2. Make-up Superviso	or						
Dec. 1/06		1,508.64					
Dec. 1/07		1,553.90					
Dec. 1/08		1,600.52					
Dec. 1/09		1,656.54					
3. Assistant Make-up	Supervisor						
•	BAND 15	Min	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Dec. 1/06		978.83	1,089.29				1,325.92
Dec. 1/07			1,121.97				
Dec. 1/08			1,155.63				
Dec. 1/09		1,074.79	1,196.08	1,273.13	1,343.56	1,398.20	1,455.90
4. Make-up Assistant							
•	<u>BAND 10</u>	1st yr.	2nd yr.	3rd yr.			
Dec. 1/06		1,075.79	1,121,08				
Dec. 1/07			1,154.71				
Dec. 1/08		1,141.30	1,189.35	1,237.38			
Dec. 1/09		1,181.25	1,230.98	1,280.69			
5. Advertising Sales A	dministrator, National Advertisii	ng Coordi	inator, Alt	ernative i	Advertisii	ng Admin	istrator
J	BAND 6	Min.		12 mo.	18 mo .	24 mo.	
Dec. 1/06		934.64	960.66	986.67	1,012.69	1,038.70	
Dec. 1/07		962.68	989.48	1,016.57	1,043.07	1,069.86	
Dec. 1/08		991.56	1,019.16	1,046.76	1,074.36	1,101.96	
Dec. 1/09		1,026.26	1,054.83	1,083.40	1,111.96	1,140.53	
6. Sales Assistant							
	BAND 4	Min.	6 mo.	12 mo.	18 mo.		
Dec. 1/06		911.78	932.81	953.85	974.88		
Dec. 1/07		939.13			1,004.13		
Dec. 1/08		967.30		1,011.94			
Dec. 1/09		1,001.16	1,024.25	1,047.36	1,070.45		
7. Secretary							
-	BAND 3	Min.	6 mo.	12 mo.	18 mo.		
Dec. 1/06		904.49	917.32	930.15	942.98		
Dec. 1/07		931.62	944.84	958.05	971.27		
Dec. 1/08		959.57	973.19	986.79	1,000.41		
Dec. 1/09		993.15	1,007.25	1,021.33	1,035.42		

8. Clerk Stenographer II, Receptionist		_				
BAND 1	Min.	6 mo .	12 mo.			
Dec. 1/06	864.64 890.58	874.71 900.40		893.21 920.01		
Dec. 1/07 Dec. 1/08	917.30			947.61		
Dec. 1/09	949.41			980.78		
DGG. 1700	3 (31 11	555107	370133	200170		
A	<u>lvertisina S</u>	<u>ales</u>				
1. Assistant Manager (Agency Account Development		es, Displa	ay Sales, (Outside S	Sales)	
Dec. 1/06	1,705.89					
Dec. 1/07 Dec. 1/08	1,757.07 1,809.78					
Dec. 1/09	1,803.76					
2. Sales Supervisor, Co-op Co-ordinator	1,075.12					
Dec. 1/06	1,640.31					
Dec. 1/07	1,689.52					
Dec. 1/08	1,740.21					
Dec. 1/09	1/801.12					
3. Systems Administrator						
Dog 1/06	1st yr.	2nd yr.				6th yr.
Dec. 1/06 Dec. 1/07		1,013.80 1,044.21				
Dec. 1/07 Dec. 1/08		1,075.54				
Dec. 1/09		1,113.18				
4. Outside Sales Representative	-/				-,	-,
41 Outoldo Guico Roprosomativo	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.	6th yr.
Dec. 1/06	945.72	1,013.80	1,109.62	1,222.48	1,348.87	1,508.64
Dec. 1/07		1,044.21				
Dec. 1/08		1,075.54				
Dec. 1/09	1,038.43	1,113.18	1,218.40	1,340.12	1,481.11	1,656.54
5. Supervisor BAND 16	Min.	1st yr.	2nd vr	3rd yr.	4th yr.	5th yr
Dec. 1/06		1,109.62				,
Dec. 1/07		1,142.91				
Dec. 1/08		1,177.20				
Dec. 1/09		1,218.40				
6. Inside Sales Supervisor, Tele Ad Supervisor, Admi	inictrativa S		Trainin	g Supervi	sor	
<u>BAND 11</u>	Min.	6 mo.	12 mo.	18 mo.		
BAND 11 Dec. 1/06	Min. 1,132.85	6 mo. 1,154.65	12 mo. 1,176.48	18 mo. 1,198.29		
BAND 11 Dec. 1/06 Dec. 1/07	Min. 1,132.85 1,166.84	6 mo. 1,154.65 1,189.29	12 mo. 1,176.48 1,211.77	18 mo. 1,198.29 1,234.24		
BAND 11 Dec. 1/06	Min. 1,132.85 1,166.84 1,201.85	6 mo. 1,154.65 1,189.29 1,224.97	12 mo. 1,176.48 1,211.77 1,248.12	18 mo. 1,198.29 1,234.24 1,271.26		
Dec. 1/06 Dec. 1/07 Dec. 1/08	Min. 1,132.85 1,166.84 1,201.85	6 mo. 1,154.65 1,189.29	12 mo. 1,176.48 1,211.77 1,248.12	18 mo. 1,198.29 1,234.24 1,271.26		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8	Min. 1,132.85 1,166.84 1,201.85 1,243.91	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr.	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr.	18 mo. 1,198.29 1,234.24 1,271.26		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54	18 mo. 1,198.29 1,234.24 1,271.26		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62	18 mo. 1,198.29 1,234.24 1,271.26		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69	18 mo. 1,198.29 1,234.24 1,271.26		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 Dec. 1/09	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69	18 mo. 1,198.29 1,234.24 1,271.26		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75		
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75	24 mo.	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min.	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75	24 mo . 1,038.70	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 BAND 8 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/06 Dec. 1/07 Dec. 1/08	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48 1,019.16	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36	24 mo. 1,038.70 1,069.86 1,101.96	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/06 Dec. 1/06 Dec. 1/07	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36	24 mo. 1,038.70 1,069.86 1,101.96	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/07 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/07 Dec. 1/08 Dec. 1/09 9. Head Ad-Taker	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56 1,026.26	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48 1,019.16 1,054.83	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76 1,083.40	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36 1,111.96	24 mo. 1,038.70 1,069.86 1,101.96	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/06 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 9. Head Ad-Taker BAND 5	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56 1,026.26 Min.	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48 1,019.16 1,054.83 6 mo.	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76 1,083.40 12 mo.	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36 1,111.96 18 mo.	24 mo. 1,038.70 1,069.86 1,101.96	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/07 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 9. Head Ad-Taker BAND 5 Dec. 1/06	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56 1,026.26 Min. 945.24	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48 1,019.16 1,054.83 6 mo. 968.11	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76 1,083.40 12 mo. 987.47	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36 1,111.96 18 mo. 1,006.80	24 mo. 1,038.70 1,069.86 1,101.96	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/07 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 9. Head Ad-Taker BAND 5 Dec. 1/06 Dec. 1/06 Dec. 1/07	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56 1,026.26 Min. 945.24 973.60	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48 1,019.16 1,054.83 6 mo. 968.11 997.15	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76 1,083.40 12 mo. 987.47 1,017.09	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36 1,111.96 18 mo. 1,006.80 1,037.00	24 mo. 1,038.70 1,069.86 1,101.96	
BAND 11 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 7. Inside Sales Representative BAND 8 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 8. Trainer, Administrator - Alternative Advertising BAND 6 Dec. 1/07 Dec. 1/06 Dec. 1/07 Dec. 1/08 Dec. 1/09 9. Head Ad-Taker BAND 5 Dec. 1/06	Min. 1,132.85 1,166.84 1,201.85 1,243.91 1st yr. 979.37 1,008.75 1,039.01 1,075.38 Min. 934.64 962.68 991.56 1,026.26 Min. 945.24 973.60 1,002.81	6 mo. 1,154.65 1,189.29 1,224.97 1,267.84 2nd yr. 1,040.94 1,072.17 1,104.34 1,142.99 6 mo. 960.66 989.48 1,019.16 1,054.83 6 mo. 968.11	12 mo. 1,176.48 1,211.77 1,248.12 1,291.80 3rd yr. 1,102.54 1,135.62 1,169.69 1,210.63 12 mo. 986.67 1,016.57 1,046.76 1,083.40 12 mo. 987.47 1,017.09 1,047.60	18 mo. 1,198.29 1,234.24 1,271.26 1,315.75 18 mo. 1,012.69 1,043.07 1,074.36 1,111.96 18 mo. 1,006.80 1,037.00 1,068.11	24 mo. 1,038.70 1,069.86 1,101.96	

10. Legal Clerk, E-Mail/Fax Representative, Ad Cent							
<u>BAND 4</u> Dec. 1/06	Min. 911.78						
Dec. 1/06	939.13			1,004.13			
Dec. 1/08	967.30			1,034.25			
Dec. 1/09		1,024.25					
	1,001.10	1,021,20	1,017.50	1,070113			
11. Head Counter and Boxes Clerk, Ad Taker BAND 3	Min.	6 mo.	12 mo.	18 mo.			
Dec. 1/06	904.49						
Dec. 1/07	931.62						
Dec. 1/08	959.57			1,000.41			
Dec. 1/09		1,007.25					
		-/	_,	-,			
SALES MANAGEME	NT INFOR	RMATION	SERVICE	S			
1. Advertising Information Co-ordinator							
BAND 19	Min.						
Dec. 1/06		1,236.21					
Dec. 1/07		1,273.30					
Dec. 1/08		1,311.50					
Dec. 1/09	1,277.84	1,357.40	1,436.97	1,516.52	1,596.07		
2. Statistical Co-ordinator, Training Co-ordinator							
<u>BAND 13</u>	Min.				24. mo.		
Dec. 1/06		1,112.56					
Dec. 1/07		1,145.94					
Dec. 1/08		1,180.32					
Dec. 1/09	1,100.90	1,221.63	1,2/0.36	1,331.09	1,365.62		
ADVERT	ISING MA	RKETING	ì				
1. Creative Co-ordinator							
Dec. 1/06	1,640.31						
Dec. 1/07	1,689.52						
Dec. 1/08	1,740.21						
Dec. 1/09	1,801.12						
2. Artist	,						
	Min.	6 mo.	12 mo.	18 mo.	24 mo.	30 mo.	36 mo.
Dec. 1/06	1,164,94	1,218.33			1,399.29	1,452.91	
Dec. 1/07	1,199.89	1,254.88	1,301.10	1,372.99	1,441.27	1,496.50	1,553.90
Dec. 1/08		1,292.53					
Dec. 1/09	1,279.15	1,337.77	1,387.03	1,463.68	1,536.47	1,595.35	1,656.54
3. Photographer							
	1st yr.						
Dec. 1/06		1,013.80					
Dec. 1/07		1,044.21					
Dec. 1/08		1,075.54					
Dec. 1/09	1,038.43	1,113.18	1,218,40	1,340.12	1,481.11	1,050.54	
4. Research Analyst, Copy-writer	4	0 !	0 1	40	-	011	
Dec 4/00	1st yr.	2nd yr.		4th yr.	5th yr.	6th yr.	
Dec. 1/06		1,013.80					
Dec. 1/07 Dec. 1/08		1,044.21 1,075.54					
Dec. 1/08 Dec. 1/09		1,113.18					
	1,000.70	1,113.10	1,410,70	1,0 10.12	1/401,11	1,030.34	
5. Electronic Ad Processor		_	10	4.0	2.4		

Min. 6 mo. 12 mo. 18 mo. 24 mo. 30 mo. 1,163.76 1,236.21 1,308.68 1,381.13 1,453.57 1,472.42

1,198.67 1,273.30 1,347.94 1,422.56 1,497.18 1,516.59 1,234.63 1,311.50 1,388.38 1,465.24 1,542.10 1,562.09 1,277.84 1,357.40 1,436.97 1,516.52 1,596.07 1,616.76

BAND 20

Dec. 1/06 Dec. 1/07

Dec. 1/08 Dec. 1/09

6. Research Assistant

	<u>BAND 12</u>	1st yr.	2nd yr.	3rd yr.
Dec.	1/06	955.44	1,092.80	1,230.18
Dec.	1/07	984.10	1,125.58	1,267.09
Dec.	1/08	1,013.62	1,159.39	1,305.10
Dec.	1/09	1,049.10	1,200.51	1,350.78

7. Photo Ad Co-ordinator

<u>BAND 7</u>	Min.	6 mo.	12 mo.	18 mo.	24 mo.
Dec. 1/06	974.88	998.81	1,022.77	1,046.69	1,070.63
Dec. 1/07	1,004.13	1,028.77	1,053.45	1,078.09	1,102.75
Dec. 1/08	1,034.25	1,059.63	1,085.05	1,110.43	1,135.83
Dec. 1/09	1,070.45	1,096.72	1,123.03	1,149.30	1,175.58

8. Production Clerk

<u> 1</u>	BAND 4	Min.	6 mo.	12 mo.	18 mo.
Dec. 1/06		911.78	932.81	953.85	974.88
Dec. 1/07		939.13	960.79	982.47	1,004.13
Dec. 1/08		967.30	989.61	1,011.94	1,034.25
Dec. 1/09		1,001.16	1,024.25	1,047.36	1,070.45

NEWSPAPER AGREEMENT

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks
Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART"B"

COMPOSING ROOM



TABLE OF CONTENTS

1.	TERM OF AGREEMENT	··· 1
2.	PROPOSALS FOR A NEW AGREEMENT	1
3.	JURISDICTION	1
4	COMPUTERS	2
	OBLIGATION TO SUPPLY	3
٥,	ESTABLISHMENT OF JOINT STANDING COMMITTEE	၁
6.	ESTABLISHMENT OF JOINT STANDING COMMITTEE	··· 3
/.	INTERPRETATION AND GRIEVANCE PROCEDURE	J
8.	TECHNOLOGICAL CHANGESETTLEMENT OF JURISDICTIONAL DISPUTES	4
9.	SETTLEMENT OF JURISDICTIONAL DISPUTES	4
10	NEW PROCESSES	4
11	TRAINING	5
12	, HOURS	5
12	LUNCH TIME	- 5
13	LONGITIME	J
14	, WAGES	··· ວ
15	OVERTIME	b
16	SUNDAY WORK	6
17	CALL BACK	6
18	STATUTORY HOLIDAYS	6
19	VACATIONS	7
20	SICK LEAVE	Ά
21	SICK LEAVE	0
21	, ACCIDENT PAY	o
22	, ACIDENI PAY	>
23	SEVERANCE PAY	9
24	, RELOCATION PAY	9
25	JURY DUTY	10
26	BEREAVEMENT LEAVE AND PAY	.10
27	FARLY RETIREMENT	10
28	PENSION PLANS	.10
20	MATERNITY AND DATERNITY LEAVE	.11
23	GENERAL LEAVE	11
30	GENERAL LEAVE	11
31	PUBLIC DUTIES LEAVE	
32	CO-ORDINATING COMMITTEE	.12
33	APPRENTICES	.12
34	FOREMEN	.13
35	REPLACEMENT OF REGULARS	.13
36	PRIORITY PREFERENCE CLAIMS	.14
37	EXTRA WORK	.14
20	RELIEF OF DUTY,	.14
30,	GENERAL LAWS	14
39	GENERAL LAWS	1/
40.	STRUCK WORK AND PICKET LINES	,17 11
41.	UNION REPRESENTATIVE	.14
42.	CHAPEL BUSINESS	.15
43.	DUES CHECK-OFF	.15
44.	PERSONNEL AND MEDICAL FILES.	,15
45	SANITATION	.15
16	SAFETY	15
47	WORK BANK	16
4/.	WORK BANK	16
48.	LETTERS OF AGREEMENT INDEX	.10
LE	TTER OF AGREEMENT #2	.17
LE.	TTER OF AGREEMENT #3	.1/
LE"	TER OF AGREEMENT #4	.17
LE.	ITER OF AGREEMENT #5	.18
LF	ITER OF AGREEMENT #6	.18
IF.	ITER OF AGREEMENT #7	.19
	TER OF AGREEMENT #8	19
LE	TER OF AGREEMENT #0	20
LE	ITER OF AGREEMENT #9	,2U 20
LE	ITER OF AGREEMENT #10	.20
LE.	ITER OF AGREEMENT #11	.20
LE.	ITER OF AGREEMENT #12	.21
	ITER OF AGREEMENT #13	,21

NEWSPAPER AGREEMENT
BETWEEN
PACIFIC NEWSPAPER GROUP INC.
a CanWest Company
AND
COMMUNICATIONS, ENERGY and
PAPERWORKERS
UNION OF CANADA. LOCAL 2000

THIS AGREEMENT made and entered into this ___ day of ____, by and between Pacific Newspaper Group Inc., a CanWest Company, party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, by its representatives, party of the second part, and hereinafter referred to as the Union, WITNESSETH:

1. TERM OF AGREEMENT

From and after December 1, 2006 and for a full term of forty-eight (48) months ending November 30, 2010, this agreement shall remain in full force and effect and thereafter until terminated by either party in accordance with the appropriate provincial legislation.

2. PROPOSALS FOR A NEW AGREEMENT

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

3, JURISDICTION

- a) The jurisdiction of the Composing Room Department of the Union begins with the markup of copy and continues until the material is ready for the making of the plates used on the printing press (but excluding the making of stereotypes) and any new equipment or adoption of processes designed as a substitute for or evolution of work previously or presently performed by composing room employees shall be considered as being within the jurisdiction of the Union, and the appropriate unit for collective bargaining consists of all employees performing any such work. The Company shall make no other agreement written or verbal with any person or persons other than the Union to do or have done any of the work outlined above.
- b) All work within the jurisdiction of the Composing Room Department of the Union for the Company's publications and commercial printing includes all processes such as litho preparatory work, typesetting, makeup, paste-makeup, photo-composition, makeup

with the use of film, which includes stripping and assembling shall be performed by members of the Union covered by this Agreement.

- c) All material shall serve as copy for the Company's newspapers and commercial printing production work. Camera ready copy may be used at the discretion of the Company.
- d) The Company agrees that photo-composition or any cold type process is the jurisdiction of the Composing Room Department of the Union and assigns the various segments of any such process to the Composing Room Department of the Communications, Energy and Paperworkers Union of Canada, Local 2000, as follows:
- 1) Generation of the character (photo-composition machine, etc.).
- 2) Processing of the output of any material (including paper or film) of the photo-composition machine.
- 3) Positioning and assembly (paste-up and stripping) of photo-composing or any machine output and illustrative material (veloxes, original art, etc.).
- **4)** Enlargement and reduction of type faces beyond the capability of the photo-composing machine by camera or other device.
- 5) Production of all proofs by any method for customers or internal use which includes camera and offset press.
- 6) Making all corrections to advertisements and page make-up for the Company's newspapers and commercial printing on any material which includes but is not limited to paper and film.
- 7) The guidelines for the processing of colour including the marking of proofs and papers to indicate colour, the preparation and positioning of overlays and the paste-up and stripping of material for the colour product. Where it is necessary to paste-up or strip in type or illustrations, this work will be done by members of the Composing Room Department of the Union.
- e) In determining the assignments in the production of the Company's commercial work, it is agreed all photo-composition shall be assigned to members of the Composing Room Department of the Union.
- f)The Company reserves the right to "pick-ups", both machine and hand set. Such matter once paid for to members under the terms of this Agreement shall always remain the property of the Company, and under the jurisdiction of the Composing Room Department of the Union, either in type or form, to be used in any or all editions, or as many times as may be desired with such changes as the Company may wish to make. "Kill" marks shall not deprive the Company of "pick-ups". This shall not prevent the return of illustrative material to the customer.

- g) The jurisdiction of the Composing Room Department shall also include all work which is awarded to the Composing Room Department under the Settlement of Jurisdictional Disputes section (Section 9) of this Collective Agreement.
- h) Should the Company establish a videotex system or similar system in Vancouver (Lower Mainland) it is agreed that all work done within Pacific Newspaper Group Inc. for such a system will be done by members of the appropriate department(s) at Pacific Newspaper Group Inc. Also that the re-working of material in such a system at Pacific Newspaper Group Inc. is recognized as falling within the jurisdiction of the unions.
- i) The Company shall furnish the Union a list showing. name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

4. COMPUTERS

- a) Special Purpose Computer:
- It is agreed that should the Company purchase or lease a special purpose computer to be used in printing production work, the Composing Room Department jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices, programming (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and maintenance of all the foregoing equipment and devices (except that maintenance which is provided by the manufacturer or lessor as part of the original lease or purchase).
- b) Multi-Purpose Computer:
- Should the Company introduce a multi-purpose computer, the Composing Room Department's jurisdiction shall include programming of (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and the preparation of all input for printing production purposes (which includes but is not limited to news, editorial and advertising) destined for the data processing centre; the output; and all related devices used for composing room department work or the evolution of such work.
- c) Maintenance of the above mentioned input and output devices shall be under the jurisdiction of the Composing Room Department, except that maintenance provided under agreement by the manufacturer or lessor.
- d) Programming for the handling of the input described above is defined as follows:
- 1) That systems analysis and functional flow-charting is the prerogative of management;

- 2) Where any work defined in (a) above is to be implemented as a computer operation, a detailed flow-chart shall be created by an employee covered by this agreement as well as coding or such other steps as may be necessary to make a program operational.
- 3) Any detailed flow-chart prepared or being prepared under (2) above may be edited, modified or redrawn by experts not covered by this Agreement.
- e) Should the Company install a multi-purpose console in the composing room department, only members of the Composing Room Department shall monitor the console and the Composing Room Department shall have jurisdiction over the computer when it is doing composing room work.
- f) When a multi-purpose computer is owned or leased by the Company, and the console is not located in the composing room, the percentage of staffing allocated to the Composing Room shall be established by the ratio of the time the computer is operating on composing room department work to the total time the computer is engaged in work under other jurisdictions as of the date of signing this Agreement. If, for example, one third (1/3) of the operating time of the computer is composing room work, the Composing Room Department shall have one third (1/3) of the total number of hours worked by the computer staff. Computer staff shall mean those employed on the computer, computer console and any equipment necessary to link input and output devices. An employee shall perform any duties additional to monitoring which may be assigned to him or her. Console monitors will monitor any work being processed by the computer. The supervisor may only handle work under composing room department's jurisdiction when a Composing Room Department member who is part of the proportionate representation on the shift in which such work occurs, is engaged on computer work in the data processing
- g) Proportionate representation calculated on the total running time of all computers shall determine the manning of the data processing centre provided members of the Composing Room Department shall have not less than two (2) members performing data processing centre work.
- h) Proportionate representation shall be reviewed and adjusted at the end of each three (3) month period which may be extended by mutual consent.
- i) Training: In order that the Union can provide sufficient competent members to meet the intent of this Agreement, the Company agrees to provide adequate training to enable members of the Composing Room Department (without loss of regular

weekly wages) to become competent in programming, maintenance and other necessary work processes.

j) Mechanical or Electrical Breakdown: During the period of any breakdown (mechanical or electrical) of any computer equipment processing composing room work, the parties agree that the Company may use any other available outside computer equipment and personnel during the period of the repair; and the Union agrees that Composing Room Department members will process the work during such period provided that, while repairs are being made, there shall be no reduction of composing room staff.

5, OBLIGATION TO SUPPLY

- a) The Company agrees to employ only members of Communications, Energy and Paperworkers Union of Canada, Local 2000 to do all work within the jurisdiction of the Composing Room Department.
- b) It is agreed by the Union that for and in consideration of the covenants entered into and agreed to by the Company, the Union shall at all times during the life of this Agreement furnish competent journeymen situation holders capable of performing all the work within the jurisdiction of the Composing Room Department, and it is further agreed by the Union to be its obligation to furnish sufficient competent journeymen to meet the normal requirements of the Company and thereby make it unnecessary for members to work in excess of the normal number of shifts in any regularly scheduled work week.
- c) If the Union is unable to supply sufficient journeymen, the Company may secure from any source such number of persons as is required to fill situations. Each such person shall be hired under the terms of this Agreement upon a probationary basis not exceeding thirty (30) calendar days or until the Union provides competent help.

6. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing date of this Agreement, the Company and the Composing Room Department shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of a vacancy on this committee for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

7, INTERPRETATION AND GRIEVANCE PROCEDURE

a) As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made to the general foreman or chapel chairman as promptly as possible from the time the dispute comes to the attention of the party affected. Should the general foreman and chapel chairman be unable to adjust the difference within forty-eight (48) hours either party may refer the matter to the Joint Standing Committee within the following ten (10) day period. The conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

- b) The members of the Committee shall be notified in writing by the executive officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.
- c) If a decision is reached on an issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this Collective Agreement.
- d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration within a thirty (30) day period, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbitrator (s)he shall be selected by the Minister of Labour of the Province of British Columbia.
- e) The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration.
- f) Within ten (10) days of completion of hearings the Arbitrator shall render his or her decision.
- g) The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this Agreement in any respect.
- h) Provided, that Union laws not affecting wages, hours or working conditions and the General Laws of the Union shall not be subject to Arbitration.
- i) In discharge cases, the employee shall not be reinstated until and unless his or her reinstatement is ordered by the Joint Standing Committee or the Arbitrator, who shall determine the amount of compensation if any for time lost, and such compensation shall be paid immediately.
- j) Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives.

8. TECHNOLOGICAL CHANGE

Definition: Any change in technology, method (1) or procedure (2) during the period of a collective agreement which decreases the number of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business.

- 1) e.g., hot metal to cold type;
- 2) e.g., change in computer operations.

The Employer guarantees to the Communications, Energy and Paperworkers Union of Canada, Local 2000, that no present regular full time or regular part time employee will lose employment by the introduction of technological changes.

It is agreed that the number of employees as of December 1, 2006 was twenty-eight (28) (any computation of attrition to commence at the 44, on a declining balance for each six-month period).

The Company has the right to introduce technological changes. Prior to so introducing the Company shall advise the Communications, Energy and Paperworkers Union of Canada, Local 2000. The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the number of employees in the Composing Room Department be reduced by more than 5% for each six (6) months of this Agreement, for each employee in the unit over that figure the Company shall bank the equivalent hours of work at the current daily rates of wages plus 2-1/2%. These hours will be assigned by the Union as it sees fit. When and if the circumstances change and the number of employees within the Composing Room Department so affected increases to a figure greater than the Composing Room Department figure (44) above less 5% for each six (6) months of this Agreement, the Company shall cease to bank additional hours.

9, SETTLEMENT OF JURISDICTIONAL DISPUTES

a) Notwithstanding any other portion or section of this Agreement, the Company shall give the union and all other unions covered by a collective agreement with the Company, three (3) months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job

function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.

- b) Should the Union or any other unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer combining or elimination shall be delayed for a further three-month period from the expiration of the notice period.
- c) During the three-month delay period, the unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- d) Should the parties be successful in the resolution of the problem, the remainder of the three-month delay period shall be waived and the proposed change shall proceed.
- e) Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month delay period be submitted to either Don Munroe or Stephen Kelleher, the selection of whom will be one with appropriate time available to first hear the dispute. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have thirty (30) days in which to mediate a resolution to the problem.
- f) Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the thirty (30) day mediation period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- g) This section shall be the supreme and only method for the resolution of the jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (a) to (f) above.
- h) Time limits in this clause may be altered by mutual consent of the parties.

10. NEW PROCESSES

Should the Company introduce any new processes which are substitutes for work presently under the jurisdiction of the Composing Room Department, the Union agrees that it will cooperate in the operation of such new processes.

11. TRAINING

- a) The General Foreman shall give the Union three (3) months' notice when the Company intends to introduce any process or equipment or expansion of any process or equipment which affects the manpower requirements. Within ten (10) days of submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. Any process and/or equipment which is a substitute for or an evolution of work previously or presently performed under the jurisdiction of the Composing Room Department shall be under the jurisdiction of the Composing Room Department. When any such composing room equipment or processes are introduced the Company shall select a sufficient number of journeyman situation holders to meet the intent of this Agreement and provide adequate training without loss of regular weekly wages to enable such members to become proficient in the process or in the operation, maintenance or repair of such equipment.
- b) Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his or her preference claim who has not been retrained.
- c) The Company proposes that a joint committee be struck. The role of the committee will be to canvas employees to identify areas where more training is needed. In addition, they will recommend the extent of such training and implement the training initiatives of the Company.

12. HOURS

- a) All employees covered by this Agreement shall work a four-day week consisting of:
- 1) Eight and three quarter (8-3/4) hours continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 7:00 a.m. and 6:00 p.m. shall constitute a day's work.
- 2) Eight and one-half (8-1/2) hours continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 6:00 p.m. and 7:00 a.m. shall constitute a night's work.
- 3) Eight and one-half (8-1/2) hours continuous work, part day, part night, (excepting not less than thirty (30) minutes for lunch) shall constitute a lobster shift.
- b) No employee covered by this Agreement shall be employed for less than a full shift except when discharged for cause or is excused at his or her own request.
- c) The Company and the Union agree that for employees working a four-day week, two of the three

days off shall be consecutive, unless otherwise requested by the employee.

13. LUNCH TIME

- a) Lunch time must not be less than three (3) nor more than four and one-half (4-1/2) hours from starting time, except in case of emergency.
- b) Thirty (30) minutes shall be allowed for lunch but such time shall not be considered, under any circumstances. Company time.

14. WAGES

- a) Payment of wages shall be made weekly, within six(6) days of the expiration of each financial week.
- b) Rates of wages of employees working a four day week will be as follows:

Effective December 1, 2006 to November 30, 2007
DAY SHIFT
\$42.069 per hour
\$368.103 per shift
\$1,472.411 per week
\$1,619.652 per week

Effective December 1, 2007 to November 30, 2008

DAY SHIFT

\$43.331 per hour
\$379.146 per shift
\$1,516.583 per week

NIGHT/LOBSTER SHIFT
\$49.066 per hour
\$417.06 per shift
\$1,668.241 per week

Effective December 1, 2008 to November 30, 2009
DAY SHIFT

\$44.631 per hour
\$390.52 per shift
\$1,562.08 per week

\$1,718.288 per week

Effective December 1, 2009 to November 30, 2010

DAY SHIFT

\$46.193 per hour
\$404.188 per shift
\$1,616.753 per week

NIGHT/LOBSTER SHIFT
\$52.307 per hour
\$444.607 per shift
\$1,778.428 per week

- 1) Employees working nights shall be paid an additional 10% over the weekly day rate.
- 2) Employees working lobster shifts shall be paid an additional 10% over the weekly day rate.
- c) All work performed in the daytime shall be paid for at the day rate.
- d) All work performed at night shall be paid for at the night rate.
- e) A shift worked part day and part night shall be paid for at the lobster shift rate.
- f) Four (4) shifts within a financial week shall constitute a week's work.

- g) The financial week shall commence with the first regular lobster or night shift on Sunday and end with the last regular shift on the following Saturday.
- h) Any shift worked in excess of the normal number of shifts within a financial week as in (f) above shall be paid for at the rate of double time.

15. OVERTIME

- a) Overtime shall be worked when required. Chapel chairmen must be notified two (2) hours in advance of overtime at the end of a shift. If substitutes are not hired at the commencement of the shift on which overtime is worked, the number of overtime hours shall be computed to the number of shifts or greater fraction thereof and the substitutes who should have been hired shall each be paid for the shift lost. The requirement contained in the previous sentence shall not apply when overtime is worked because it is necessary to finish work (of which the foreman had no knowledge at the commencement of the shift) which cannot be left over to the commencement of the next shift.
- b) Overtime is hereby defined as the time worked in excess of the number of hours established for a regular shift (excluding any period allowed for lunch). Overtime shall be paid for at the rate of double price the wage applicable to the same work when performed during non-overtime hours. Minimum of thirty (30) minutes' pay shall be paid for any overtime worked. Overtime shall be computed in thirty (30) minute units with any fraction of thirty (30) minutes being considered thirty (30) minutes.
- c) Meal money at the rate of \$10.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for mealtime. This time is not to be included in the overtime charged, but meal money will be paid whether or not mealtime is taken.

16. SUNDAY WORK

- a) All work done on Sunday except for regular editions shall be paid for at double time rates. Provided no substitute shall be eligible for Sunday premium pay who changes his show-up time over a week-end.
- b) Sundays for situation holders and apprentices shall consist of a clear twenty-four (24) hours from the completion of their last shift in the calendar week.
- c) Members scheduled to work Saturday night for a Sunday edition may go home at the completion of work for that Sunday edition, except for a skeleton crew that may be required to complete the edition. All members working the Saturday night shift for the Sunday edition shall be paid for the full shift unless

they leave at their own request or are sent home for disciplinary reasons.

17. CALL BACK

- a) Employees who have left the building and are called back shall be paid for time worked, but not less than four (4) hours plus all travel time, all at the overtime rate. Employees so called back shall be duty bound to comply with the call, if it is in their power to do so.
- b) Employees who have worked the previous shift and are called back within one (1) hour of quitting time shall be paid for the interval at the prescribed rate of pay.

18. STATUTORY HOLIDAYS

- a) When a holiday is observed by the Company, the shifts prior to the holiday shall be the off shifts for the lobster and night shifts.
- b) A holiday shall consist of a clear twenty-four (24) hours from regular quitting time.
- c) The following days (or days celebrated in lieu of any of them) shall be considered holidays: Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day and employees birthday. Any additional days proclaimed as a public holiday by the Provincial or Federal Governments and any other holidays recognized by the Company by not publishing, shall be treated in the same manner as the aforementioned holidays.
- d) Such holidays, if worked, shall be paid for at double time rates, plus the regular rate as outlined in Section 14.

Provided that no situation holder or apprentice shall be permitted to work when a statutory holiday falls on his or her regular off-shift.

- e) For each statutory holiday that falls within the first thirty (30) days of employment with the Company, journeymen and apprentices will receive 4% of gross pay earned to date for the statutory holiday. Subsequent statutory holidays will be paid to employees who continue to be available for the service of the Company.
- f) Pensioners and one day slippers shall have four percent (4%) added to their pay cheques in lieu of statutory holidays.
- g) A situation holder or apprentice failing to receive a statutory holiday by reason of his or her day off falling on the holiday shall receive another day off in lieu of such holiday missed; provided, wherever possible,

such days off in lieu shall be combined with the situation holder's or apprentice's regular off day or a weekend if (s)he so desires.

- h) If such statutory holidays cannot be combined, they may be held over but must be taken in the first three (3) months of the following year.
- i) On each working day members from each shift shall be allowed a day off in lieu of a statutory holiday on the following basis: Shifts of 1-10 employees 1 per shift; shifts of 11 to 20 employees 2 per shift; shifts over 20 employees 4 per shift.
- j) Situation holders, substitutes and apprentices who are absent by reason of compensable accident, sickness or while acting for the Union on Company-Union business shall receive statutory holiday pay.

19. VACATIONS

- a) For employees working a four day week:
- 1) Members having one (1) or more years' service shall be entitled to twelve (12) days' vacation with twelve (12) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each ten (10) shifts worked, or major fraction thereof.
- 2) Members having five (5) or more years' service shall be entitled to sixteen (16) days' vacation with sixteen (16) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each eight (8) shifts worked, or major fraction thereof.
- 3) Members having ten (10) or more years' service shall be entitled to twenty (20) days' vacation with twenty (20) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each six (6) shifts worked, or major fraction thereof.
- 4) Members having twenty (20) years' service shall be entitled to twenty-four (24) days' vacation with twenty-four (24) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this agreement. Such members working less than one hundred and twenty (120) shifts in a calendar

year shall receive one (1) days' vacation with pay for each five (5) shifts worked, or major fraction thereof.

- b) Twelve (12) days of vacation in Section 22(a) (2, 3 and 4) may be taken consecutively. The time for taking the remainder shall be arranged between the foreman and the employee in consultation with the Chapel Chairman.
- c) All situation holders, substitutes and apprentices who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., the maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.
- d) Vacation pay scale in each case shall be the straight time rate currently paid to the employee or two percent (2%) of the previous year's T4 slip for each week of vacation, whichever is the greater.
- e) All vacations carried over from a previous year shall be taken prior to March 15 in the said second year, except that outstanding vacations may be held over for one year, provided they are combined with current vacations. These combined vacations (and balance of current vacations, if any) shall not be taken in prime time.
- f) Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- g) An employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which (s)he qualified.
- h) Vacation with pay shall be suspended during, but for no longer than, any period in which the Union is unable to supply a sufficient number of competent and satisfactory members to enable the Company to issue its publications promptly and regularly at the straight time rate of wages provided in this Agreement.
- i) It is agreed that the Company shall not be obliged to fill the positions of employees on vacation but may do so at its own discretion, therefore regular employees on vacation shall not employ substitutes to fill their positions.

50

- j) The time of the year that each employee shall take such vacation shall be determined and arranged by the General Foreman after consultation with the Chairman of the Chapel, in order that there shall be no interruption in the publication of the newspapers.
- k) Where practicable, choice of vacation periods shall be allowed in priority order and the normal period for taking vacations shall be during the months from June to September inclusive, unless otherwise requested by the employee. No employee shall be allowed more than three (3) weeks' vacation during the period between the second Friday in June and the second Friday in September until all members have had a choice in said time period.
- I) Computation of vacation credits shall commence on the date of employment.
- m) Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.
- n) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his or her anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.
- o) The formula for determining vacation allotment (number of employees X 3 divided by 17) during prime time in determining the number of employees off each week shall be the minimum for the entire year.
- p) If the vacation allotment is full and no further vacations are allowed, and members are seeking additional vacation time, leaves of absence or excused (except daily excused) shall be denied.

20. SICK LEAVE

- a) Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.
- For the first week of the first sick leave full pay
- For the first week of the second sick leave full pay.
- For the first week of the third sick leave full pay.
- b) "Week" shall mean, for the purpose of this Section, four **(4)** days. Such days are not necessarily consecutive days.
- c) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or

- prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company shall bear the cost (if any) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- d) No deductions for sick leave shall be made from overtime or vacation credited to the employee.
- e) The Company will fund 2% of straight time wages for short-term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short-term sickness.
- f) The General Foreman shall decide whether or not to replace employees who are absent and entitled to sick pay as outlined in (a) above.
- g) A joint Company-Union committee comprising two representatives of each party shall be established to ensure that there is no abuse of sick leave provisions. It is recognized that the incidence of legitimate sick leave should not exceed one percent (1%) of the total number of shifts worked in the previous year, however, no individual shall be deprived of sick leave other than as provided for in (h) below.
- h) Any employee who is found to have abused the sick leave provisions of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the committee, be eligible to claim sick leave under this Section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance Procedure.
- i) In their first calendar year of employment, substitutes shall be entitled to claim sick leave on the basis of one day's sick leave for each eight (8) shifts worked to a maximum of twelve (12) sick days provided that they would normally have been employed on the day that they were sick. Effective January 1st of the second calendar year of employment, substitutes would be eligible for the number of sick days earned in the preceding year (date of employment to December 1st) provided that they would normally have been employed on the day that they were sick. Substitutes who work less than one hundred and twenty (120) shifts shall be entitled to claim sick leave in the next calendar year on the basis of one (1) day's sick leave for each eight (8)

shifts worked, provided that they normally would have been employed on the day that they were sick.

Substitutes who work a minimum of one hundred and twenty (120) shifts in a year shall be entitled to claim sick leave in the next year on the same basis as regular employees, provided that they normally would have been employed on the day that they were sick.

21. HEALTH AND WELFARE PLANS

- a) The Company shall pay the total cost of providing benefits as follows:
- 1) Medical Services Plan of B.C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to B.C.
- 2) Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implants and repairs to a maximum of \$1,000.00 per ear every five (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deduction. Laser surgery to a maximum \$700 every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended health insurance out-of-province lifetime maximum is \$1,000,000.
- 3) Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within 30 days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one month may retain membership in the above three plans by paying premiums for each month's absence following a complete month's absence.

- 4) Short-term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.
- 5) Long term disability coverage for employees who qualified for short term disability benefits:
- (i) 16th week through the 27th week 70% of employee's wages on the first day of disability.
- (ii) 28th week through to age 65 60% of employee's wages on the first day of disability.

All active Long Term Disability claimants shall have their monthly payment increased by 5% on March 1st of each contract year.

- b) The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.
- c) The General Foreman may opt to be covered by the management plan.

22. ACCIDENT PAY

In case of a compensable accident the Company will pay 100% of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had (s)he been employed during the period of absence on Compensation.

To facilitate a regular income for the employee, the employer will pay the employee his or her regular straight time wage and the employee will turn over to the employer his or her earnings from Workers Compensation as soon as received.

23, SEVERANCE PAY

Severance pay in a lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

24. RELOCATION PAY

- a) All regular situation holders shall be entitled to receive relocation pay on a reduction to the substitute board. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or fraction thereof with the Company, not in excess of fifty-two (52) weeks. Upon being reduced to the sub board an employee must decide within twelve (12) months whether (s)he will continue on the slipboard or take advantage of the relocation pay.
- b) Relocation pay will be based on continuous service as a regular and substitute including this twelve (12) month period, as long as the substitute remains available for the service of the Company.
- c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed

relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two (2) years' or more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received.

25. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight-time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of Jury Duty and work and the combination requires a fifth shift, the fifth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his or her regular straight-time wages and the employee shall turn over to the employer his or her earnings from the jury duty as soon as received.

26. BEREAVEMENT LEAVE AND PAY

A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:

- a) Four **(4)** days in the event of the death of the employee's spouse, child, mother or father.
- b) Four (4) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 kilometres from Vancouver.
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 kilometres from Vancouver.

For the purpose of the above, immediate family means, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

27. EARLY RETIREMENT

On January 1st in each calendar year, every employee shall receive one-fifth (1/5) of a week's credit after having passed his or her sixth (6th) anniversary date, two-fifths (2/5) of a week's credit after having passed his or her eleventh (11th) anniversary date, three-fifth (3/5) of a week's credit after having passed his or her nineteenth (19th) anniversary date, one (1) week's credit after having passed his or her twenty-fifth (25th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year

shall receive one (1) day's credit after having passed their fifth (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year-end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are pro-rated.

Employees who retire early will have provincial Medicare and supplementary medical continued to normal retirement age (65 years).

28, PENSION PLANS

PACIFIC PRESS, a division of Southam Inc. PENSION PLAN AND TRUST FUND

a) The Pacific Press, a division of Southam Inc. Pension Plan and Trust Fund created pursuant to the Agreement and Declaration of Trust entered into as of January 1, 1973 between the Unions, the Company and certain individual trustees shall continue to operate during the term of the current Collective Agreement pursuant to the terms of the Agreement and Declaration of Trust and the Plan Document appended thereto.

Participants in the Plan shall make contributions to the Plan equal to 5% of their earnings.

The Company shall make contributions to the Plan in an amount equal to 5% of the earnings of each employee who participates in the Plan.

"Earnings" shall mean amounts received as compensation from the Company, inclusive of salary and wages paid, overtime pay, bonuses and commissions but exclusive of payments under a suggestion plan, payments under a profit-sharing scheme or any other benefits not forming part of the employee's salary or wages.

The Company shall, without charge, continue to assist each Board of Trustees in the administration of the Plan by taking employee deductions with respect to required and voluntary contributions, remitting these amounts as well as required Company contributions to that fiduciary selected by each Board to act as custodian with respect to assets of their Plan, maintaining appropriate records as to each Plan participant's credits under the Plan, reporting these to the Plan participants and working with each Board and its actuary in the processing and payment of benefits due to participants.

Any records, exclusive of payroll records shall be the property of the Board of Trustees and shall be available for review at any reasonable time by the Board. Information held by the Company on payroll records shall be made available for review (at any reasonable time) by the Board.

Should it be decided, at some point of time, by the Board to have the administration of the Plan handled by a third party administrator, the Company agrees to provide such administrator all records which are the property of the Board and any other information which constitutes a part of the Plan records. In this event, the Company agrees it would continue to carry out such functions as taking employee deductions, reportings, required data, etc. as is required by the administrator to properly carry out his or her duties.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Press, a division of Southam Inc. Pension Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs ordered by the Pension Superintendent resulting from buyouts or restructuring of the workforce.

29. MATERNITY AND PATERNITY LEAVE

a) Maternity leave of up to one (1) year will be granted upon request and in conformity with the time periods specified in the Employment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the wages she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returning.

For each pregnancy maternity benefits shall be paid as follows:

1) Where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows: I,____, agree that ■will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If ■fail to do so I acknowledge my

indebtedness to the Company for the amount received from the Company as maternity allowance.

2) the employee shall receive weekly benefits as follows: - for the first two weeks - 95% of full pay; for the next 15 weeks - the difference between the amount received from EI and 95% of the employee's insurable earnings. Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (2) above until she has been employed for twelve (12) months by the Company.

- b) Parental leave, available to the natural or adoptive parents will be provided as follows:
- 1) Up to four (4) days (three (3) with pay) parental leave shall be granted upon the birth of a child to any employee's spouse or upon the legal adoption of a child: or
- 2) Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.

At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (b) (2) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.

30. GENERAL LEAVE

Notwithstanding any provision for leave in this Agreement the Company shall grant leave of absence without pay to an employee for emergency or unusual circumstances.

All leave provisions herein shall for the purposes of this Agreement be considered continuous employment. No benefits will be earned while an employee is on General Leave.

31. PUBLIC DUTIES LEAVE

The Employer shall grant, on written request, leave of absence without pay:

a) For employees to seek election to a full-time office in a Municipal, Provincial or Federal election, for the full period of campaigning;

 b) for employees elected to a full-time public office for the duration of the term for which they are elected.

32. CO-ORDINATING COMMITTEE

Chairmen, assistant chairmen and one (1) additional elected co-ordinating committee member from each shift, as well as the chapel secretary, shall be granted leave without pay for a maximum of three (3) hours once a month for the purpose of attending co-ordinating committee meetings. One week's advance notice shall be given to the general foreman.

All elected chapel officers may attend.

33. APPRENTICES

- a) 1) It is agreed for each fifteen (15) journeymen, or major fraction thereof, one (1) apprentice may be employed, up to a maximum of seventeen (17) apprentices.
- 2) Provided, that this ratio shall not be exceeded except by mutual agreement of the parties hereto. Notwithstanding the ratio set forth as a basis of employing apprentices, no apprentice shall be laid off at any time during his or her apprenticeship term because the said ratio may become exceeded by a reduction in the number of journeymen employed.
- b) A Joint Apprenticeship Committee composed of two (2) representatives of the Company and two (2) representatives of the Composing Room Department shall be selected by the parties of this Agreement. All provisions of this Agreement affecting apprentices shall be under the jurisdiction of this committee which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. Should the committee fail to agree on any question the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decision shall be final and binding.
- c) In filling apprenticeship vacancies, preference shall be first given to Pacific Newspaper Group employees and then to apprentice members whose apprenticeship has been interrupted because of suspensions, mergers or consolidations of offices or for other reasons, provided said apprentice has not been discharged for cause.
- d) Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by Union laws) before being admitted to journeyman membership in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice, and the term of his

- or her apprenticeship may be shortened to the extent of such accelerated advancement.
- e) When the apprentice proves competent and the foreman and the apprentice committee recommend him or her for apprentice membership, (s)he must be admitted into the Union as an apprentice member. Apprentices shall be enrolled in and complete the Union course of lessons in printing if required before being admitted as journeyman members of the Union.
- f) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under journeymen on all work within the jurisdiction of the Union. Machinist apprentices must be trained on all phases of maintenance and repair of composing room equipment under the direction of a journeyman machinist. The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-round training as may be suited to the capacity of the apprentice.
- g) Should an apprentice be careless and neglectful of the duties required by those in control of his or her trade training, his or her case shall be referred to the Joint Apprenticeship Committee for examination and action.
- h) Apprentices shall undergo periodic examinations before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his or her representatives has the right to be present and take part in any and all examinations.
- i) Chairmen of offices where registered apprentices are employed are required to make semi-annual reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this Agreement - whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workers, such fact must be set forth in the report.
- j) No apprentice shall leave one office and enter the services of another employer without the written consent of the Joint Apprenticeship Committee.
- k) Apprentices shall receive not less than the following rates of wages:

First six months, 60 percent of scale, starting with the seventh (7th) month and every six (6) months thereafter, 5% increase.

	1st 6 mos.	2nd 6 mos.
First Year	60%	65%
Second Year	70%	75%
Third Year	80%	85%
Fourth Year	90%	95%

34. FOREMEN

- a) 1) New journeymen members of the Composing Room Department shall not be prohibited from starting work because they have not been interviewed by the Foreman.
- 2) Employees may be transferred from one position to another at the call of the Foreman. The Foreman cannot be required to make any transfer which measurably decreases the efficiency of the office; neither shall he or she cause to be employed more members than are needed in one class of work and later transfer them to work which could have been done by others whose priority entitled them to that work. In no case shall a Foreman transfer a person to a department (s)he is not familiar with and then declare him or her incompetent.
- b) The Foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules; which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under Communications, Energy and Paperworkers Union of Canada General Laws. A discharged employee shall have the right to challenge the fairness of any reason given for his or her discharge. Upon demand, the Foreman shall give the reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-two (72) hours after the employee is informed of discharge.

No member shall be discharged for any reason other than those outlined above.

- c) Shift Foremen, who shall be clearly designated as such and shall be journeymen situation holders, shall have the full authority of the General Foreman in supervising the staff and directing the work. They may send an employee home under provisions (2) and (3) of (b) for the balance of the shift, and when so ordered such employee shall leave the premises immediately. This shall not prevent an employee seeking counsel or advice from his or her Chapel Chairman.
- d) The General Foreman shall be the judge of a worker's competency on the basis of work performed. It is agreed that the Chapel Chairman shall be present

when instructions are given for any competency tests conducted and duplicate proofs shall be provided of work performed. No person legally discharged shall be eligible to sub except at the option of the General Foreman; provided that after a period of six (6) months any member discharged for incompetency or a minor offence may seek re-employment with the Company.

- e) The General Foreman of the composing room shall supervise and control all the employees connected with the same, and all journeymen and apprentices shall perform such work as the Foreman may direct, subject to the provisions of this Agreement, and of Communications, Energy and Paperworkers Union of Canada General Laws which are not inconsistent with this Agreement.
- f) The General Foreman shall have the privilege of calling his or her staff or any part of it to work at different hours. When the usual hour for starting work is to be altered, not less than twenty-four (24) hours' notice and whenever possible forty-eight (48) hours' notice shall be given in writing by the Foreman to the Chairman of the Chapel. On a reduction or increase of staff, or a change of shift, the Chairman of the Chapel shall be notified by the Foreman at or before 1 p.m. of the day prior to the reduction or increase becoming effective. Regular situation holders shall not be laid off to reduce the force until the end of the fiscal week. All the time covered by this Agreement belongs to the Company and employees shall perform any duties in the composing room assigned to them by the Foreman, subject to the provisions of the Agreement and of Communications, Energy and Paperworkers Union of Canada General Laws which are not inconsistent with this Agreement. No employee shall be allowed to leave the composing room during working hours without the permission of the Foreman.
- g) The General Foreman shall not be disciplined by the Union for carrying out the instructions of the Company, authorized in this Agreement.
- h) CEP Compositors shall be governed by the Composing Room Department contract. However, job function shall be under the supervision of the department head under whom he or she works.

35. REPLACEMENT OF REGULARS

a) Any journeyman put on by a situation holder must be competent to perform the work of the member whose place (s)he takes and be eligible to work at straight-time rates. The Union agrees that it will not permit members who are not eligible to work at straight-time rates to claim work except on prior approval of the Foreman.

- b) Members shall report or have substitutes ready within five (5) minutes after time is called. When a regular does not report within five (5) minutes after the hour for beginning work, a competent substitute shall be employed in his or her place. Provided that, if no competent substitute is available, the prior substitute shall be hired.
- c) However, situation holders named in the Agreement between Pacific Newspaper Group Inc.,a CanWest Company, and the Communications, Energy and Paperworkers Union of Canada, Local 2000, dated October 22, 1977 can at their option be excused. If coverage is required by the Company, the named situation holders will supply a competent substitute in accordance with Section 35(b).

If the leave is for one (1) day's duration the request shall be granted or denied at the time of request.

If the leave is for more than one (1) day and up to one (1) week, the request shall be granted or denied within six (6) hours if on Monday through Friday day shift or as soon as the General Foreman has the opportunity to consider it but not to exceed forty-eight (48) hours. If the leave is for more than one (1) week, approval or rejection shall be made within one (1) week of the date when the request was made.

If the leave is for an extended period, approval or rejection shall be given forty (40) days prior to the commencement of such leave.

If leave is denied, the named situation holder shall cover his or her situation with a substitute until (s)he returns to work or until two (2) weeks of work expire, whichever occurs first.

36. PRIORITY PREFERENCE CLAIMS

a) Priority members shall have a choice of new shifts, new starting times, days off in lieu of statutory holidays which fall on off days, and new days off, provided that changes shall be made only when new openings occur. Should a situation holder lose his/her choice of day off due to a Company-initiated reduction of said day off, he/she shall have the right to claim another day off on that shift according to priority standing. Should a situation holder lose a choice of shift, due to a Company-initiated reduction of said shift, the situation holder shall have the right to claim another shift and day off on that shift according to priority standing. Also provided that no changes shall be made which measurably decrease the efficiency of the composing room department. It is further agreed that only the positions of three (3) Shift Foremen and the Chapel Chairman shall not be subject to any preference claim. Positions of Scale Committee representatives shall not be subject to prior claim during negotiations.

b) In filling vacancies for the day-side preference shall be given to the first senior regular on the night-side competent to fill the vacant situation.

37. EXTRA WORK

Employment other than regular situations shall be classed as extra work and shall be given out in priority to the men competent to perform the work. Upon reaching the point where the Company has hired substitutes for a total of eight (8) shifts in any two (2) consecutive weeks, substitutes shall be given a situation for each eight (8) shifts worked. It is understood that a situation shall consist of not less than four (4) shifts. Substitutes who lose work due to violation of this section shall receive one (1) shift's pay for each shift lost. It is understood by both parties that qualification for eligibility to receive relocation pay shall be a minimum of six (6) months' continuous service as a regular situation holder.

38. RELIEF OF DUN

At their request members not otherwise covered elsewhere in this Agreement shall be temporarily relieved from their respective positions at the end of each four (4) week period, for four (4) weeks, exclusive of vacations. This provision shall not be effective from May 15 to September 15. Not more than 10% of the employees in any class of work on any shift shall be permitted this relief at any time.

39. GENERAL LAWS

The Company agrees to respect and observe the General Laws of the Communications, Energy and Paperworkers Union of Canada in effect at the time of signing this Agreement except for those Laws which relate to the hours of work and hiring of substitutes. The parties agree that the General Foreman shall be a member in good standing of the Union.

40. STRUCK WORK AND PICKET LINES

- a) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.
- b) The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

41. UNION REPRESENTATIVE

a) No Union representative shall be interfered with, nor discriminated against by the Company for carrying out the written instructions of the Union governing the interpretation, application or alleged violation of this Agreement.

b) The Chapel Chairman shall not be denied permission to leave the composing room for the purpose of conducting Company-Union business.

42. CHAPEL BUSINESS

- a) All chapel meetings shall be held outside of working hours.
- b) Chairmen of chapels may have access to composing room payrolls for the purpose of making returns of the earnings of the members to the Secretary-Treasurer of the Union.

43, DUES CHECK-OFF

The Company shall deduct membership dues weekly from the earnings of each member of the Composing Room Department working for the Company and shall remit said funds to the Union monthly. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished the Company each month by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Company in the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECK OFF

Communications, Energy and Paperworkers Union of Canada, LOCAL 2000 UNION DUES

To: Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc.:

I hereby assign to the Communications, Energy and Paperworkers Union of Canada, Local 2000, and authorize you to deduct weekly from any earnings as your employee, an amount equal to all Union dues levied against me by the Union for each dues month following the date of this assignment. I hereby authorize and request you to remit the amount deducted to the Communications, Energy and Paperworkers Union of Canada, Local 2000.

(Employee's Signature)

(Date)

44. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Personnel Department, an employee may, in the company of a Personnel Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctor's slips which the employee submitted with

such forms. At no time shall an employee remove from his/her personnel file any document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

45. SANITATION

There shall be furnished at all times a healthful, sufficiently ventilated, properly heated, and well lighted place for the performance of all work done in the composing room. Communications, Energy and Paperworkers Union of Canada, Local 2000 reserves the right to secure the services of sanitation and ventilation experts at its own expense, whose report shall be submitted to the Company, which shall have the privilege of submitting said report to the municipal health officer for verification and whose ruling shall be final and carried out forthwith.

46. SAFETY

- a) The Company agrees that it will require its suppliers to provide evidence that new chemicals being introduced into the plant are non-injurious when used as directed.
- b) Prior to the introduction or use of any new chemicals in the composing room, such chemicals, if not previously tested and proven to be non-injurious to the employees, shall, upon request, be submitted to the B.C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the health of the employees within the department. Such confirmation or other recommendation by the B.C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Agreement.
- c) Where necessary, wash-up time will be allowed in all departments and such time will be arranged between the foreman and chapel chairman. If wash-up time extends beyond the normal finish time, such time will be paid at straight time rates.

All safety clothes or accessories, other than safety shoes, that the employees are required to wear by decision of the Worker's Compensation Board or the Company shall be provided by the Company at no cost to the employee.

Effective February 1, 2003, regularly employed personnel will be reimbursed up to three hundred (\$300) for every two calendar years, upon provision of a receipt(s) for the purchase or repair of safety shoes.

47. WORK BANK

It is agreed that effective December 1, 2006 there shall be \$8.09 per shift per employee banked to the credit of the membership of the Union who are employed by Pacific Newspaper Group Inc.,a CanWest Company. Effective December 1, 2007 the above figure shall be increased to \$8.33. Effective December 1, 2008 it shall be increased to \$8.58 and effective December 1, 2009 it shall be increased to \$8.88 Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty) and the funds accumulated shall be distributed in a manner determined by the Union.

New employees hired after the date of ratification (July 1999) will be required to join the Welfare Plan for CEP Members.

48. LETTERS OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2006 - 2010 Collective Agreement unless otherwise specifically stated:

- 1. Health and Safety.
- 2. Re Appendix A & B
- 3. Exceptions to Four Day Week.
- 4. Reproduction.
- 5. CEP Subs Benefits, Stats and Bereavement.
- 6. Recognition of Benefits Coverage
- 7. Sick Leave
- 8. Contracting Out/Sale
- 9. Union Protection
- 10. Letters of Discipline
- 11. Co-ordination of Work Functions
- 12. Banked Overtime
- 13. Consolidated Voluntary Staff Reduction Plan

IN WITNESS WHEREOF,	we have	hereunto	set	our
hands a	nd seal			

thisc	lay of		_2007.
	/SPAPER GROUF ediaworks Publ	P, a division of Calications Inc.,	nWest
	TIONS, ENERG' ON OF CANADA	Y AND PAPERWOR A, LOCAL 2000	KERS
President		Secretary-Treasure	er

LETTER OF AGREEMENT #1

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

- 1. During the term of the Collective Agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - i. chemical information and training
 - ii. accident investigation/recommendation
 - iii. procedure
 - iv. emergency evacuation procedures
 - v.communications
 - vi. asbestos health problems, documentation and treatment
 - vii. electronic surveillance
 - viii. safety shoes
- 3. The Company, the Newspaper Guild and the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.
- 4. The Company shall adhere to all applicable laws affecting health and safety.

2007.

DATED

For the Company:
For the Union:

LETTER OF AGREEMENT #2 BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE APPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short Term Disability Benefits as agreed between the above parties covered by Collective Agreement entered into on the date hereof (hereafter referred to as the Collective Agreement) and becomes effective upon ratification of the Collective Agreement. It is agreed that the coverage provided by the Collective Agreement is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreement except as mutually agreed to by the above parties.

DATED		2007
	For the Company:	
	For the Union	

LETTER OF AGREEMENT #3 BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

EXCEPTIONS TO FOUR DAY WEEK

IT IS AGREED by the above parties that the following shall not be subject to the four-day week provision of the Composing Room contract: Composing Room General Foreman.

Dated		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #4

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

REPRODUCTION

Prior to November 1, 1977, reproduction was governed by the following sections in the 1974-75 and 1975-77 Collective Agreements.

Section 7(c). All material shall serve as copy for the Company's newspapers and commercial printing production work and no camera-ready copy will be processed unless all the preparatory work is performed by members covered by this Agreement. Violation of this Section shall result in the material being reproduced and this reproduction work shall be done only during periods (financial weeks) when the composing room overtime payroll is less than 2% of the composing room regular payroll.

Section 44. All local advertisements not originally produced by employees covered by this Agreement shall be reproduced within seven (7) days of publication. This section shall not be construed as prohibiting the loaning, borrowing, exchanging, purchase or sale of matter or matrices or electrotypes, occasioned by extraordinary emergencies, such as fire, flood, explosion or any other unforeseen disaster, including the "pi" of a form or forms, when it is permitted without penalty.

Section 45, A local advertisement is: (a) any advertisement originally set within the jurisdiction of Communications, Energy and Paperworkers Union of Canada, Local 2000. However, this does not apply to advertisements of general or foreign advertisers located in Vancouver and originally set in Vancouver. (b) Any advertisement wherever set, advertising the business of any concern which is in the local field. (c) The addition of names and addresses of local selling agents to any advertisement, not falling within these definitions, does not make the advertisement a local advertisement. The practice has been that all material to be reproduced would be banked and that the reproduction would be done as business conditions permitted. As of November 1, 1977, this bank comprises of material to be reproduced which was published prior to October 31, 1977. All material in the bank will be reproduced according to the requirements

of the 1975-77 Collective Agreement. As of November 1, 1977, no new material will be added to the bank, and no new material will be required to be reproduced.

DAILD		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #5

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CEP SUBS BENEFITS. STATS AND BEREAVEMENT

To determine initial enrolment for benefits to commence on the first day of the month following the 13 week quarter qualifying period, substitutes who work and/or make themselves available for work, qualify on the following basis:

13-Week Ouarter

DATED

Days worked	Days available for work
	(In addition to days
	actually worked)
27	12
26	13
25	14
24	15
23	16
22	17

To continue to be eligible for benefits, substitutes who work (or are paid for) shifts and make themselves available for work, qualify on the following basis:

26-Week Period

10011 1 01100	
Days worked	Days available for work
54	24
52	26
50	28
48	30
46	32
44	34

Review dates for determining continued eligibility will be the end of the first week of February and the end of the first week of August of each year. Furthermore, it is agreed that those who fail to continue to qualify based on the preceding six months will be kept on the plans (excluding stats and bereavement leave) at the employee's option for the next six (6) month review period with the full cost prepaid monthly by the employee. Should they fail to qualify in the next six (6) months (i.e., second consecutive six (6) month period in which they fail to qualify), benefits coverage will cease with the Company. In requalifying, the best three (3) consecutive months out of six (6) months until the next review date will be used. If an employee's slip is pulled by the Chapel Chairman, benefits cease as at that date.

Benefits

2007

- 1. Medical Services Plan of B.C.
- 2. Extended Health Insurance
- 3. Group Life Insurance
- 4. Bereavement Leave
- 5. Statutory Holidays

Substitutes will initial a sheet provided by the Company each day they work or make themselves available for work. This agreement will expire at the end of this 1993-98 contract term unless renewed by the parties to the contract.

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #6

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

RECOGNITION OF BENEFITS COVERAGE

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a

notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #7

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

SICK LEAVE

- A. The following deals with Sick Leave, as opposed to short and long-term disability:
- 1. The Company will convene regular Sick Leave Committee Meetings within each department.
 - 2. The committee will:
- (i) Conduct a review of all those individuals who are currently under a requirement to visit their own doctor or the Company doctor each time they are off sick.
- (ii) Follow-up to ensure that the appropriate reviews take place on a timely basis.
- (iii) Make recommendations as to whether or not an employee should be under a requirement to see the Company doctor. his/her own doctor. etc.
- (iv) Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
 - (v) Meet no less than twice per year.
- 3.In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.

- 5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting doctors' reports to an agreed upon medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.
- 6. If there is a dispute concerning any of the above points, either party may refer the matter to a non-precedential Troubleshooter for bindina. resolution. Legal counsel will not be used in presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.
- 7. Costs associated with the use of a Troubleshooter shall be shared between the parties pursuant to Section 103 of the Labour Relations Code. B. The following deals with short and long-term disability plans:
- 1. Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
- 2. The Company, the unions and the Troubleshooter will agree on a list of independent physicians to be used.
- 3. Employees receiving disability benefits will not be retroactively cut off.

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #8

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONTRACTINGOUT/SALE

The Company agrees there shall be no involuntary loss of employment of any regular employee during the life of the contract as a result of:

(a) the contracting out of work normally performed by members of the bargaining unit; or (b) sale of all or part of the business
DATED2007.
For the Company:
For the Union:
LETTER OF AGREEMENT #9 BETWEEN PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000
UNION PROTECTION
There shall be no interference or attempt to interfere with the operation of the Union.
DATED2007.
For the Company:
For the Union:

LETTER OF AGREEMENT #10

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS. ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

LETTERS OF DISCIPLINE

Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.

DATED _____ 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #11

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CO-ORDINATION OF WORK FUNCTIONS-ADVERTISING PRODUCTION

The parties recognize the co-ordinated function of advertising production work between the Guild and the Composing Room jurisdictions. The terms and conditions of employees residing in their particular part of the collective agreement remain undisturbed. A joint Union Company committee will be established within three (3) months of the ratification of the 2001 renewal of the collective agreement to determine training needs of employees in the co-ordination or work tasks. The role of the committee will be to canvass the employees to identify areas where training is needed. In addition the committee will recommend such training and implement training initiatives of the Company.

The classification of Electronic Ad Processor will be reclassified to band #20 effective upon the ratification of the 2001 renewal of the collective agreement.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #12 BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

BANKING OF OVERTIME TO BEALLOWED FOR TIME OFF ONLY.

DATED		2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #13 BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONSOLIDATED VOLUNTARY STAFFREDUCTION PLAN FOR PRINTERS

(1994 & 1995 Agreements)

1) Employees wishing to take part in the Voluntary Staff Reduction Plan ("the Plan") will not be replaced. Where the number of employees within a bargaining unit is decreased, there must be a permanent reduction in the manning levels and/or guarantees.

- 2) There will be two elements to the total amount paid under the Plan:
- i) Basic Entitlement:Six (6) weeks pay per year of service. Regular rate of pay is to be used in this calculation. Maximum Base entitlement is one hundred and fifty thousand dollars (\$150,000).
- ii) Manning Provision/Lifetime job guarantee: Where the employees is covered by a manning clause or lifetime job guarantee, they shall receive an additional fifty thousand dollars (\$50,000).
- 3) Subject to the above limits, employees may take the monies as calculated, in cash or in a manner designated to facilitate early retirement or in a manner designed to take advantage of tax savings vehicles allowed by Revenue Canada. The Company agrees, if requested by the employee, to pay out the equivalent number of weeks the employee is entitled to receive under the Plan as per the employee's regular payroll cycle.
- 4) Should there be an additional buyout offered by Pacific Newspaper Group during the term of the new collective agreement, that would result in a greater payout than this Plan, Pacific Newspaper Group will pay the employee the difference in the form of a lump sum payment at the time of the new offer (except if the Printers negotiate a greater payout than this plan, it will not affect the other Parts/Departments of the collective agreement).
- 5) If more employees apply than can be accepted (within the classification, department or Company), the selection will be based on seniority.
- 6) The Company will make the final determination as to the number of positions which are to be bought out. Subject to agreement by the Company and the Union, if a particular position is identified, the position may be covered by a temporary employee prior to the position being eliminated in order to allow the regular employee to leave immediately.
- 7) Regular full-time and regular part-time employees are eligible to participate in the Plan. Full-time employees working less than full-time and part-time employees will have their basic entitlement pro-rated to reflect the proportion of time they have worked over the past three (3) years. (Craft parts/departments shall have the pro-rating based on the same formula as their vacation entitlement).
- 8) Employees on long term disability will be eligible to participate in the Plan.
- 9) Employees who are classified as "sick no pay" or on union leave, are entitled to claim the Lifetime job guarantee amount of \$50,000.00. Such employees are only entitled to an amount under the "Full \$200,000.00 Entitlement" if they return to work at Pacific Newspaper Group for a mutually agreed number of shifts in the 12 months preceding a buy-out request.
- 10) Employees who accept the proposed buy-out that are fifty-five (55) years of age or older, will receive

50% of the provincial Medical Services Plan premiums, paid on their behalf by the employer until the employee's death. It is understood that all time covered by the voluntary buy-out will be included to achieve age fifty-five (55), if necessary. Above includes \$2,000 paid up life insurance policy.

- 11) Applications to participate in the Plan must be received according to the following schedule: At anytime over the term of the Collective Agreement.
- 12) Employees may withdraw from participation in the Voluntary Staff Reduction plan after making their election to participate, provided their employment has not ceased.
- 13) Pension Plan contributions shall be made when legal, and subject to the maximum amount permissible under the terms of the employee's specific current pension plan(s) for the equivalent number of weeks entitlement under the Voluntary Staff Reduction Plan (see item 2 [i]).
- 14) The 5% attrition clause contained in the Collective Agreement will not apply during the term of this Agreement. Should the number of employees in the Composing Room Department be reduced by more than 5% for each six (6) months of the Collective Agreement, for each employee in the unit over that figure the Company shall pay to the Union the dues that would have been paid by that employee had (s)he not taken the buyout. This payment in lieu of dues will cease should the attrition be such that it no longer exceeds the 5% per cent for each six months I

evel. The dues will be based on the amount of dues paid by the employee in the twelve (12) months preceding his/her buyout date.

- 15) Effective January 1, 1995, all printers will be entitled to a one-shift holiday with pay, per calendar year provided in the previous year they have worked a minimum of 120 shifts (or have received credits as having worked 120 shifts).
- 16) All Southam service will be recognized for purposes of qualifying for the Plan.
- 17) The Company will pay for individual counselling to a maximum of six (6) hours at a maximum rate of \$55.00 per hour. The financial counsellor may be chosen by the employee. In order to receive payment, the employee must provide a statement from their financial counsellor.

Dated this	day of	, 2007
	For the Company:	
	For the Union:	

NEWSPAPER AGREEMENT

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks
Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART "C"

ELECTRICAL DEPARTMENT



TABLE OF CONTENTS

- 1. TERM OF AGREEMENT
- 2. HIRING PROCEDURE
- 3. CHECKOFF
- 4. TECHNOLOGICAL CHANGE
- 5. ESTABLISHMENT OF JOINT STANDING COMMITTEE
- 6. GRIEVANCE PROCEDURE
- 7. SETTLEMENT OF JURISDICTION DISPUTES
- 8. ILLEGAL ACTS STRUCK WORK
- 9. JURISDICTION
- 10. HOURS OF WORK AND OVERTIME
- 11. SUNDAY WORK
- 12. JURY DUTY
- 13. BEREAVEMENT
- 14. LUNCH TIME
- 15. GENERAL
- 16. APPRENTICES
- 17. WAGE SCHEDULES APPRENTICES
- 18. WAGE SCHEDULES JOURNEYMEN
- 19. SICK LEAVE
- 20. HEALTH AND WELFARE PLAN
- 21. STATUTORY HOLIDAYS
- 22. VACATIONS
- 23. LEAVE OF ABSENCE
- 24. PENSION PLAN
- 25. EARLY RETIREMENT
- 26. SEVERANCE PAY
- 27. ACCIDENT PAY
- 28, PERSONNELAND MEDICAL FILES
- 29. TOOLS
- 30, LETTERS OF AGREEMENT INDEX
- 31, PROPOSALS FOR NEW AGREEMENT

PREAMBLE

THIS AGREEMENT made and entered into this day of ________, 2007 by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union.

1. TERM OF AGREEMENT

This Agreement shall be in effect from December 1, 2006 to November 30, 2010.

The Parties agree to exclude the operation of Subsection (2) of Section 50 of the Industrial Relations Code of British Columbia.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

2. HIRING PROCEDURE

- a) The Company agrees to employ only members of Local 2000 of the Communications, Energy and Paperworkers to do all work within the jurisdiction of the Electrical Department.
- b) It is agreed by the Union that for and in consideration of the covenants entered into and agreed to by the Company, the Union shall at all times during the life of this Agreement furnish journeymen capable of performing all the work within the jurisdiction of the Union. It is further agreed by the Union to be its obligation to furnish sufficient competent journeymen to meet the normal requirements of the Company.
- c) If the Union is unable to supply sufficient competent journeymen the Company may secure from any source such number of persons as is required.
- d) New employees shall be employed on a probationary basis for the first ninety (90) calendar days of employment and may be terminated at any time within this period by the Head Electrician. In the event of a reduction in the size of the staff, those with the least continuous service with the Company as journeymen shall be the first to be laid off. Apprentices shall be credited with fifty percent (50%) of time served with the Company in computing seniority for the purposes of this section.

- e) Employees hired on a temporary basis for purposes of electrical construction or maintenance work will be paid sixteen and one-half (16 1/2) percent on top of regular earnings in lieu of benefits.
- f) In case of layoff, an employee's seniority to date of layoff will be retained for a period of up to two (2) calendar years from said date of layoff, provided that the employee has not claimed relocation pay as per Section 26.
- 9) Openings within the jurisdiction of the Electrical Department will be posted and all member applicants from within the Department will be given consideration before hiring in accordance with the terms of this Agreement. The Company will continue to weigh job applicants on their merits. However, other considerations being equal, vacancies shall be filled by the senior employee making application. The final decision as to suitability shall rest with the Company.

3. CHECK OFF

The Company agrees to deduct initiation fees and dues from any employee's wages when it has received properly signed authorization of the employee to do so. Such monies shall be paid to the Union accompanied by a list, in alphabetical order, of the employees for and on behalf of whom such deductions have been made by the fifteenth (15th) day of the month following the month in which deductions were made.

4. TECHNOLOGICAL CHANGE

- a) The Company shall retain the right to introduce technological changes.
- b) The Company shall give the Union three (3) months' notice of any contemplated technological change and shall meet with the Union, no more than ten (10) days after such notice, to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. Should the Union foresee any jurisdictional problems which may arise as a result of said technological change, it is agreed that the date of introduction will be delayed a further three (3) months.
- c) The Company guarantees to the employees that no regular full-time employee will lose employment by the introduction of technological change.
- d) If, due to the introduction of technological change, the number of employees in the Electrical Department is reduced by more than five percent

- (5%) of the present number of employees, then the Company agrees that for each employee over the five percent (5%) figure, the Company shall bank the equivalent hours of work at the current daily wage rates. This hour bank fund shall be assigned to the Union for the benefit of the Electrical Department.
- (e) Should the circumstance change and the number of employees in the Electrical Department increase to ninety-five percent (95%) or more of the number of employees as listed in Clause (F) of this article, then the Company shall cease to bank the hours as provided for in Clause (D) preceding.
- (9 The present number of employees, members of the Electrical Department as of the first day of this agreement, is fifteen (15) employees.
- (g) DEFINITION OF TECHNOLOGICAL CHANGE i. During the period of the Collective Agreement, any technological change, method or procedure which decreases the number of employees that existed at the time the current Collective Agreement was negotiated, except for normal layoff, such as those occurring as a result of a decline in the volume of business.

5. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing date of this Agreement the Company and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this Committee for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

6. GRIEVANCE PROCEDURE

- As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement, or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place. representations shall first be made to the Head Electrician or Shop Steward as promptly as possible from the time the dispute comes to the attention of the party affected. Should the Head Electrician and Shop Steward be unable to adjust the difference within forty-eight (48) hours, either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.
- b) The members of the Committee shall be notified in writing by the Executive Officers of either

- party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.
- c) If a decision is reached on an issue by the Joint Standing Committee it shall be binding on both parties for the duration of this Collective Agreement.
- d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, within a further thirty (30) days either party may refer the matter to a Board of Arbitration. The representatives of the parties to this Agreement shall select an arbitrator, if the parties are unable to agree upon an arbitrator, he/she shall be selected by the Minister of Labour of the Province of British Columbia.
- e) Whenever a stipulated time is mentioned in this section the said time may be extended by mutual consent of the parties or their representatives.
- f) The Board shall be constituted and meet within twenty (20) days from the date on which either party requested its formation. Within thirty (30) days of completion of hearings the arbitrator shall render his decision.
- g) The Decision of the arbitrator shall be final and binding upon both parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement in any respect.
- h) Each party shall pay half the fees and expenses of the arbitrator.
- 1) In discharge cases the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the arbitrator, who shall determine the amount of compensation, if any, for time lost, and such compensation shall be paid immediately.

7. SETTLEMENT OF JURISDICTION DISPUTES

- a) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other Unions covered by a collective agreement with the Company, three months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- b) Should the Union or any other Unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer,

combining or elimination shall be delayed for a further three-month period from the expiration of the notice period.

- c) During the three-month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- d) Should the parties be successful in the resolution of the problem the remainder of the threemonth delay period shall be waived and the proposed change shall proceed.
- e) Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month delay period, be submitted to Don Munroe. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall attempt to mediate a resolution to the problem.
- f) Should mediation of the problem fail, the mediator shall, within 30 days following the expiration of the three-month delay period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- g) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (a) to (f) above.
- h) Time limits in this clause may be altered by mutual consent of the parties.

8. ILLEGAL ACTS - STRUCK WORK

- a) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.
- b) The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

9. JURISDICTION

- a) All electrical installation work done by the Company, or done for the Company by an electrical contractor, shall be assigned within the jurisdiction of the Electrical Department of the Union.
- b) All electrical maintenance work covered by

the certification shall remain within the jurisdiction of Local 2000.

c) The Head Electrician shall give the Union reasonable notice when the Company intends to introduce any new electrical process or equipment. The Company further agrees to provide time and training necessary without loss of pay for Union members of the Electrical Department to become familiar with the maintenance and other work schedules of the new equipment or process.

The Union and the Company recognize it is in the best interest of both parties to provide training to advance the level of skills and knowledge of all Electricians employed under this Agreement. Where the Company introduces equipment that will require new skills or knowledge to maintain, employees of outside companies supplying such equipment will be allowed to work on such equipment while at the same time training regular Company Electricians.

- d) The parties agree that the Head Electrician shall be a member in good standing of the Union.
- e) The Company shall furnish the Union a list showing. name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

10, HOURS OF WORK AND OVERTIME

- a) All time worked on any day in excess of the hours as set out herein shall be paid at overtime rate.
- b) Seven and one-half (7 1/2) hours' continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 8:00 a.m. and 5:00p.m. shall constitute a day's work.
- c) Seven and one-quarter (7 1/4) hours' continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 8:00 p.m. and 4:30 a.m. shall constitute a night's work.
- d) Five (5) straight time shifts shall constitute a week's work. An employee called to work on his/her regular day off shall be paid overtime rates for a full shift.
- e) Shift times and/or the length of the schedule may not be changed except by mutual agreement. The regular starting time shall be the same for all employees on any shift.
- f) Employees who have left the building and are called back shall be paid for time worked, but not less than four (4) hours, plus all travel time, all at the overtime rate.

- g) The rate of overtime pay shall be twice the prevailing rate of pay with payment in one-half (1/2) hour increments.
- h) All days off work due to illness, jury duty, subpoenaed witness duty, bereavement leave, workers' compensation or other paid leave shall be counted as days worked for determining other entitlement.
- i) Election of Overtime:
- (a) At the time of working overtime the employee shall elect either:
- i. to take time off equivalent to the overtime earned:
 - ii. to receive pay for the overtime worked.
- (b) Notwithstanding the above provisions (i) when an employee has accumulated the equivalent of twenty (20) days off in his V.O. bank he shall not be entitled to bank additional V.O. until his bank has been reduced by taking V.O. time off, (ii) Time off on V.O. shall be taken at a time mutually agreeable between the employee and the Company.
- j) The employer shall make every effort to ensure that all overtime worked is distributed as equitably as possible.
- k) Meal money at the rate of \$10.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for meal time. This time is not to be included in the overtime charged, but meal money will be paid whether or not meal time is taken.
- I) Where necessary wash-up time will be allowed and such time will be arranged between the department manager and shop steward. If wash-up time extends beyond the normal shift, such time will be paid at straight time rates.
- m) Any employee required to change from one regular shift to another shall have a shift break of a minimum of eight (8) hours between such shift change. If the employee is required to work before a shift break occurs, he shall be paid overtime rates until such break occurs.

11. SUNDAY WORK

- a) Sunday for day shifts shall extend from midnight Saturday to midnight Sunday. Sunday for night shifts shall extend from 7:00 p.m. Saturday to 7:00 p.m. Sunday.
- b) All work done on a Sunday as defined above shall be paid at double time. An employee called to

work on his defined Sunday shall be paid for a full shift.

c) For the first year of Sunday publication, employees as of November 1, 1978 may be scheduled to work Saturday night/Sunday for the Sunday paper at straight time and will bank 2 1/2 hours to be taken as time off at a time to be mutually agreed.

Any employee hired after November 1, 1978 may be scheduled to work Saturday night/Sunday at straight time.

After the first year of Sunday publication, employees as of November 1, 1978 will not be regularly scheduled to work Saturday night/Sunday.

12. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight-time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of jury duty and work and the combination requires a sixth shift, the sixth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his regular straight-time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

13. BEREAVEMENT

- A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:
- a) Five (5) days in the event of the death of the employee's spouse, child, mother or father.
- b) Five (5) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 Kilometres from Vancouver.
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 Kilometres from Vancouver.

For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

14. LUNCHTIME

a) A lunch period of one-half (1/2) hour, not less than three (3) hours and not more than four and

one half (4 1/2) hours after starting time, shall be provided. Lunch periods may be staggered to facilitate continuous production. Employees required to work through the lunch period shall be paid at the prevailing overtime rates until the lunch period is taken. Lunch period to be taken immediately following the overtime. Subsequent unpaid lunch periods will be provided every four (4) hours thereafter.

b) Thirty (30) minutes shall be allowed for lunch, but such time shall not be considered under any circumstances Company time.

15. GENERAL

- a) Electricians shall be provided with facilities and sufficient time without loss of regular wages to become proficient in the maintenance and repair of new equipment.
- b) Regularly employed personnel will be supplied with three (3) sets of uniforms per week.
- c) Effective January 1, 2003, regularly employed personnel will be reimbursed up to three hundred (\$300) for every two calendar years, upon provision of a receipt(s), for the purchase or repair of safety shoes.

16. APPRENTICES

- a) The duties of an apprentice shall be to assist the journeyman or journeymen in the trade. An apprentice shall use tools but shall not be called upon to come into direct contact with conductors or equipment which is potentially alive until the last six (6) months of his apprenticeship, and then only when accompanied by a journeyman, except that apprentices may work on "extra low voltage power" circuits as defined by the Canadian Electrical Code, and electronic or battery circuits that do not exceed E.L.V.P. limits.
- b) The ratio of apprentices to journeymen shall not exceed one (1) apprentice to four (4) journeymen. It is the duty of a journeyman to teach apprentices the wiremen's trade.
- c) No apprentice shall be allowed to perform any work except under the supervision of a journeyman. However, apprentices serving the last six (6) months of their apprenticeship shall be allowed to work alone when agreed to in writing by the Company and the Union.
- d) Apprentices shall attend a recognized school in order to further their knowledge of the trade and to be advanced into their next applicable term upon passing a required examination.

17. WAGE SCHEDULE - APPRENTICES

a)	1st 6 months -	60%	of	prevailing			
Journeyman's Rate							
	2nd 6 months -	65%	of	prevailing			
Journeyman's Rate							
	3rd 6 months -	70%	of	prevailing			
Journeyman's Rate							
	4th 6 months -	75%	of	prevailing			
Journeyman's Rate							
	5th 6 months -	80%	of	prevailing			
Journeyman's Rate							
	6th 6 months -	85%	of	prevailing			
Journeyman's Rate							
	7th 6 months -	90%	of	prevailing			
Journeyman's Rate							
	8th 6 months -	95%	of	prevailing			
Journe	yman's Rate						

- b) Prevailing rate shall be interpreted to mean the wage prevailing at the time the work is in progress.
- c) Apprentices shall be indentured to the Company.

18. WAGE SCHEDULE -JOURNEYMAN

Effective December 1, 2006

Journeyman Night Rate.

DAYS \$40.330 \$302.5	SHIFT 5 per hou 19 per sh 596 per	ır ift	\$ \$	NIGHT S 645.899 p 6332.771p 663.856p	er hour er shift
DAYS \$41.546 \$311.59	ve Decem SHIFT 5 per hou 95 per sh 974 per	ır ift	\$ \$	NIGHT S 347.276 p 342.754 713.771	er hour per shift
DAYS \$42.793 \$320.94	ve Decem SHIFT 2 per hou 13 per sh 713 per	ır ift	\$	NIGHT S 48.695 p 353.037 765.184 p	er hour per shift
DAYS \$44.29 \$332.11	ve Decem SHIFT per hour 76 per sh 878 per	ift	\$ \$	NIGHT S 550.399 p 365.393 826.966 p	er hour per shift
b)	Head	Electrician:	17	1/2%	above

c) Employees required to assume the duties of the Head Electrician during his absence shall be paid at the higher rate while so acting. An acting Head Electrician will be appointed whenever the Head Electrician is absent one or more days.

- d) Where one or more men are employed on the day shift or the night shift, one man shall be designated as chargehand and shall receive 10% above the journeyman rate on day side and twelve and one-half (12 1/2%) percent on night side.
- e) Payment of wages shall be made weekly within six (6) days of the expiration of each financial week.

19. SICK LEAVE

a) Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.

For the first week of the first sick leave - full pay For the first week of the second sick leave - full pay For the first week of the third sick leave - full pay.

- b) "Week" shall mean, for the purpose of this Article, five (5) days not necessarily consecutive days.
- c) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- d) No deductions for sick leave shall be made from overtime or vacation credited to the employee.
- e) The Company will fund 2% of straight time wages for short term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short term sickness.
- f) The Head Electrician shall decide whether or not to replace employees who are absent and entitled to sick pay as outlined in the first paragraph above.
- g) Any employee who is found to have abused the sick leave provision of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the Sick Leave Committee, be eligible to claim sick leave under this Section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance

Procedure.

20. HEALTH AND WELFARE PLANS

The company shall pay the total cost of providing benefits as follows:

- a) Medical Services Plan of B.C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to B.C.
- b) Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implants and repairs to a maximum of \$1,000.00 per ear every (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum \$700. every 24 months with a \$25.00 deductable. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1,000,000.
- c) Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within thirty (30) days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one (1) month may retain membership in the above three (3) plans by paying premiums for each month's absence following a complete month's absence.

- d) Short term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.
- e) Long term disability coverage for employees who qualified for short term disability benefits:
- i. 16th week through 27th week 70% of employee's wages on the first day of disability.
- ii. 28th week through to age 65 60% of employee's wages on the first day of disability.

Employees who go on a leave of absence in excess of

one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three months' absence.

All active long term disability claimants shall have their monthly payment increased by 5% on March lst of each contract year.

The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.

21, STATUTORY HOLIDAYS

- a) When a holiday is observed by the Company, the shifts prior to the holiday shall be the off shifts where such shifts start after 1:00 p.m.
- b) A holiday shall consist of a clear twenty-four **(24)** hours from regular quitting time.
- c) The following days (or days celebrated in lieu of any of them) shall be considered holidays: Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day and Thanksgiving Day. Any additional days proclaimed as public holidays by the Provincial or Federal governments and any other holidays recognized by the Company by not publishing shall be treated in the same manner as the aforementioned holidays. An additional holiday with pay shall be granted to each employee who qualifies in (e) below, on the employee's birthday or day off in lieu of.
- d) Such holidays, if worked, shall be paid for at double time rates plus the regular rate.
- e) Employees who work a minimum of one hundred and sixty-five (165) shifts in a year shall be allowed the days mentioned in subsection (c) above without loss of pay in that year.
- f) Employees who work less than one hundred and sixty-five (165) shifts in any year shall receive one (1) day's statutory holiday pay for each seventeen shifts they work in that year.
- g) Employees failing to receive a statutory holiday by reason of their days off falling on the holiday shall receive another day off in lieu of such holiday missed; provided, wherever possible, such days off in lieu shall be combined with the employee's or apprentice's regular off day or a weekend if he so desires.
- h) Employees who terminate their employment

shall receive one (1) day's statutory holiday pay for each seventeen (17) shifts or major fraction thereof that they have worked in the year in which they terminate. In no case shall this exceed the number of statutory holidays which have occurred in that year up to the date of termination.

i) Employees shall receive one (1) day's statutory holiday credit for each day lost due to personal illness (a maximum of twenty (20) days' working credit for each year of service up to five (5) years); those with five (5) years' service or more shall receive up to a maximum of eleven (11) statutory holidays, without qualification, from date of illness; jury duty, while in receipt of Workers' Compensation, while acting for the Union on Company-Union business.

22. VACATIONS

a) All employees shall be entitled to vacation with pay as set out in the following:

Years of service	Shifts required in Previous year	Vacation entitlement	Pro-rated
1 or more	150	15 days' vacation with 15 days' pay	1 day's vacation for each 10 shifts worked
5 or more	150	20 days' vacation with 20 days' pay	1 day's vacation for each 8 shifts worked
10 or more	150	25 days' vacation with 25 days' pay	1 day's vacation for each 6 shifts worked

Members having twenty (20) or more years' service shall be entitled to thirty (30) days' vacation with thirty (30) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this agreement. Such members working less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each five (5) shifts worked, or major fraction thereof.

b) All employees who are absent by reason of a compensable accident, paid sickness (personal illness or injury, jury duty, paid excused absence or while

acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.

- c) Vacation pay scale in each case shall be the straight-time rate currently paid to the employee or two (2) percent of the previous year's T4 slip for each week of vacation whichever is the greater.
- d) Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- e) All vacations carried over from a previous year shall be taken prior to April 1 in the following year.
- f) An employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which he qualified under clauses (a), (b), (c) and (d) of this section.
- g) The time of the year that each employee shall take such a vacation shall be determined and arranged by the General Foreman after consultation with the shop steward, in order that there shall be no interruption in the publication of the newspapers.
- Up to 25% of the Electrical Department will be allowed on vacation at any one time during June, July and August. The Head Electrician will not be included as a member of the Electrical Department for the purpose of this calculation.
- h) Where practicable, choice of vacation periods shall be allowed in priority order and the normal period for taking vacations shall be during the months from May to September inclusive, unless otherwise requested by the employee.
- i) Computation of vacation credits shall commence on the date of employment.
- j) Each employee shall receive his full earned vacation in the calendar year that the anniversary date is reached.
- k) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days earned vacation in the calendar year in which his anniversary of employment date was reached, the

unused days shall be added to the employee's succeeding year's earned vacation credits.

23. LEAVE OF ABSENCE

- a) The company shall grant employees leave of absence providing such leave does not cause unreasonable disruption of operation. Leave shall not exceed six (6) months. This may be extended by mutual agreement.
- Maternity leave of up to one (1) year will be granted upon request and in conformity with the time periods specified in the Unemployment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, or shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement 'of maternity leave and two (2) weeks' notice prior to returning,

For each pregnancy maternity benefits shall be paid as follows:

- 1. Where the employee is eligible for EI maternity benefits and 1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and 2) signs an agreement as follows:
- I,_____, agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so lacknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.
- 2. The employee shall receive weekly benefits as follows: for the first two weeks 95% of full pay; for the next 15 weeks, the difference between the amount received from EI and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph 2, above until she has been employed for

twelve (12) months by the Company.

- c) Parental leave available to the natural or adoptive parents, will be provided as follows:
- 1. Up to five (5) days (three (3) days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or
- 2. Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.
- At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (c) (2) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.
- d) The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in a municipal, provincial, union, or federal election, for the full period of campaigning; (b) for employees elected to a full time union or public office for the duration of the term for which they are elected.

24. PENSION PLAN

Those employees who so elect may become members of the Pacific Newspaper Group Inc., a Division of Southam Inc. (formerly Pacific Press Limited) Pension Fund. Members of the Plan shall have contributions equal to five (5%) percent of gross earnings by payroll deduction made to the Plan. The Company will make contributions equal to those of the Plan members. The Union will be allowed representation at Pension Plan Trustees meetings. Payments to the Plan will be unstacked from Canada Pension Plans.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Newspaper Group Retirement Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs resulting from buyouts or restructuring of the workforce.

25, EARLY RETIREMENT

Commencing on January 1, 1975 and each January 1st thereafter, every employee, in each calendar year, shall receive one (1) day's credit after having passed

his sixth (6th) anniversary date, two (2) days' credit after having passed his eleventh (11th) anniversary date, five (5) days' credit after having passed his twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1st thereafter, every employee, in each calendar year, shall receive three (3) days' credit after having passed his nineteenth (19th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their fifth (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are prorated.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

26. SEVERANCE PAY

a) Severance pay in lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

27, RELOCATION PAY

a) Upon dismissal to reduce the regular staff, other than normal seasonal layoffs, employees shall be entitled to receive relocation pay. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or major fraction thereof with the Company, not in excess of fifty-two (52) weeks. An employee must decide within twelve (12) months whether he will take advantage of the relocation pay. (b) Relocation pay will be based on continuous service as a regular including this twelve (12) month period, as long as the employee remains available for the service of the Company. (c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two years' or

more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received. A senior employee has the option to claim relocation pay over a junior employee.

28. ACCIDENT PAY

In case of compensable accident, the Company will pay one hundred percent(100%) of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee shall turn over to the employer his earnings from the Workers' Compensation as soon as received.

29. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

30. TOOLS

The Union agrees that employees will supply to the Company an inventory of their tools, and the Company agrees to cover the cost of repair, or to replace any such tools damaged or lost by theft. The Company will supply all necessary metric tools to the Electrical Shop.

31. LETTERS OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2001 to 2004 Collective Agreement, unless otherwise specifically stated:

- Health and Safety
- 2. Administrative Offset
- Consecutive Days Off
- 4. Funding
- 5. Re Appendix A & B
- 6. Recognition of Benefits
- Contracting Out/Sale
- 8. Sick Leave
- 9. Union Protection

- 10. Letters of Discipline
- 11. Training

President

32. PROPOSALS FOR NEW AGREEMENT

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

IN WITNESS WHEREOF, we have hereunto set our hands and seal

this	day of	2007.
	PAPER GROUP, a di i aWorks .Publicatior	
	ONS, ENERGY AND N OF CANADA, LOC	

Secretary-Treasurer

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

THE COMMUNICATIONS. ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

- 1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - chemical information and training
 - ii)

investigation/recommendation procedure

- iii) emergency evacuation procedures
- communication
- iv) v) asbestos health problems, documentation and treatment
- electronic surveillance vi)
- vii) safety shoes

DATED

- 3. The Company and CEP Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing. shielding, ergonomics, lighting, rest breaks, and other related issues.
- The Company shall adhere to all applicable 4. laws affecting health and safety.

,2007

For the Company:	
For the Union:	

LETTER OF AGREEMENT#2

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks PublicationsInc.,

and

THE COMMUNICATIONS. ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

ADMINISTRATIVE OFFSET

It is agreed between the Parties signatory to this Letter of Agreement that the following shall apply to members of the Electricians' Union employed by Pacific Newspaper Group, a division of CanWest Mediaworks Publications Inc. at 12091 88th Avenue. Surrev. BC.

It is recognized that Electricians employed by Pacific Newspaper Group, a division of CanWest Mediaworks Publications Inc. do from time to time perform work in the plant and premises of Pacific Newspaper Group at 12091 88th Avenue, Surrey, BC, which can be classified as installation work that attracts the Electricians' Union construction rates of pay.

It is further recognized that to keep track of the time on each job of this nature and adjust hourly rates and payroll to suit would be time-consuming and costly. Therefore in consideration of a flat six hundred dollars (\$600.00) to be retroactively paid during each year of the current 2006-2010 Collective Agreement to each member of the Union employed at Pacific Newspaper Group, a division of CanWest Mediaworks Publications Inc., said members of the Union shall perform this intermittent installation work at the regular rates of

It is further noted that eligible members of the Union will have this \$600.00 adjusted in accordance with their regular earnings from Company-related sources during the preceding contract year.

The following conditions apply:

- Absence due to long-term disability (beyond 15th week of disability) and Workers' Compensation will necessitate prorating of the \$600.00 as per the percentage of regular earnings received during the period of absence to a maximum cap of 52 weeks accrued benefits from start of aforementioned LTD or WCB claim.
- New employees, retiring employees and terminated employees will have the \$600,00 prorated in accordance with the amount of time worked in the current contract year.
- Personal leaves of absence will result in a proportionate reduction to the \$600.00.

4. Apprentice employees will have their benefit prorated in accordance with the individual's applicable apprentice/ journeyman wage scale. Apprentices are also subject to all other conditions applicable to payment of this \$600.00.

It is recognized that this Letter of Agreement is not intended to circumvent our Construction Agreement with contractors for any normal construction and installation project undertaken by Pacific Newspaper Group.

DATED		,2007
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #3

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONSECUTIVE DAYS OFF

It is agreed that should it become necessary to implement a change in the normal work schedule of any employee(s), which ultimately affects consecutive days off, Company and employee representatives will meet to discuss potential solutions to the problem(s) necessitating any proposed change. It is further agreed the Company will consider suggestions with regard to any proposed solutions before any such changes are made.

The mechanism for affecting such a meeting is that representation shall first be made to the Head Electrician by the employee group.

If necessary, a union representative from CEP Local 2000 will discuss the situation with the Company's appointed representative. It is agreed such discussions will take place in a timely fashion.

DATED ______,2007.

For the Company:	
For the Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

FUNDING

ITIS AGREED that \$6.66 per paid shift will be paid to the individual Union member employee from December 1, 2006 to November 30, 2007, \$6.86 per paid shift will be paid to the individual Union member employee from December 1, 2007 to November 30, 2008, \$7.07 per paid shift will be paid to the individual Union member from December 1, 2008 to November 30, 2009 and \$7.32 per paid shift will be paid to the individual Union member from December 1, 2009 to November 30, 2010 (with the exception of paid shifts of the General Foreman whose said amount will be added to his contribution to his Pacific Newspaper Group Pension Fund if in accordance with the rules of the Plan.

New Employees hired after the date of ratification (July 1999) will be required to join the Welfare Plan for CEP members.

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #5

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: APPENDIX A&B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short Term Disability Benefits and Life and Long - Term Disability Benefits as agreed between the above parties covered by Collective Agreement entered into on the Date hereof (hereafter referred to as the Collective Agreement) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreement is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreement except as mutually agreed to by the above parties.

DATED		<u>,</u> 2007،
	For the Company:	
	For the Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

RECOGNITION OF BENEFITS

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same **sex** couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

DATED		<u>,</u> 2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #7

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONTRACTINGOUT/SALE

The Company agrees there will be no involuntary loss of employment of any regular employee during the life of the contract as a result of:

- a) the contracting out of work normally performed by members of the bargaining unit; or
- b) sale of all or part of the business

DATED		<u>,</u> 2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #8 BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

SICK LEAVE

- A) The following deals with Sick Leave, as opposed to short and long term disability.
- 1. The Company will convene regular Sick Leave Committee Meetings.
- 2. The committee will:
- i. Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.
- ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.
- iii. Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.
- iv. Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
 - v. Meet no less than twice per year.
- 3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.
- 5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon independent medical *practitioner*. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.
- **6.** If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential resolution. Legal counsel will not be used in

presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.

- 7. Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.
- B) The following proposal deals with short and long-term disability plans:
- 1. Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
- 2. The Company, the Unions and the Troubleshooter will agree on a list of independent Physicians to be used.
- 3. Employees receiving disability benefits will not be retroactively cut off.

DATED			,2007.
	For the C	Company:	
	For the	Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

UNION PROTECTION

Ther	e shal	be no	interference	or	attempt	to	interfere
with	the op	eration	of the Union	١.			

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #10

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

LETTERS OF DISCIPLINE

Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #11

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

TRAINING

A joint committee consisting of two (2) Union and two (2) Company representatives will meet at least every four (4) months to determine the training needs of employees. The role of the committee will be to canvass the employees to identify areas where more training is needed. In addition they will recommend such training and implement training initiatives of the Company. The committee will also serve as the Apprentice Committee which will implement a selection process and recommend suitable candidates for apprenticeships. They will also oversee all training, education and ensure that all necessary trade skills and requirements are met.

	,2007.
For the Company:	
For the Union:	
	For the Company:

NEWSPAPER AGREEMENT

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks
Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART"D"

MECHANICAL DEPARTMENT



TABLE OF CONTENTS

- 1. TERM OF AGREEMENT
- 2. PROPOSALS FOR A NEW AGREEMENT
- TIME LIMITS IN THE AGREEMENT
- 4. ESTABLISHMENT OF JOINT STANDING COMMITTEE
- 5. INTERPRETATION AND GRIEVANCE PROCEDURE
- 6. UNION RECOGNITION AND JURISDICTION
- SETTLEMENT OF JURISDICTION DISPUTES
- 8. ILLEGAL ACTS
- 9. NEW PROCESSES
- 10. APPRENTICES
- LAY OFFS
- 12. HOURS OF WORK
- 13. SUNDAY WORK
- 14. LUNCH
- 15. WAGES
- 16. OVERTIME
- 17. CALL BACK
- 18. VACATIONS
- 19. EARLY RETIREMENT
- 20. STATUTORY HOLIDAYS
- SEVERANCE PAY
- 22. ACCIDENT PAY
- 23. SICK LEAVE
- 24. HEALTH AND WELFARE PLANS
- 25. PENSION PLANS
- 26. JURY DUTY
- 27. SANITATION AND VENTILATION
- 28. WORK CLOTHES
- 29. ALL TIME BELONGS TO THE COMPANY
- 30. RIGHTS OF PARTIES
- 31. BEREAVEMENT LEAVE
- 32. LEAVE OF ABSENCE
- 33. PERSONNEL AND MEDICAL FILES
- 34. TOOLS
- 35. LETTERS OF AGREEMENT INDEX

PREAMBLE

THIS AGREEMENT made and entered into this day of _______, 2007 by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union.

WITNESSETH: That in consideration of the mutual covenants and agreements herein set forth, the Parties hereto and the affected employees are mutually agreed as follows:

GENERAL PURPOSE: The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and generally to promote the mutual interest of the Company and its employees.

Therefore, the Union accepts responsibility to bind its National Officers and Local Representatives to the observance of each and all of the provisions and conditions of this Agreement.

1. TERM OF AGREEMENT

This Agreement shall be in full force and effect from and including December 1, 2006 to and including November 30, 2010, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement, within four (4) months immediately preceding the date of November 30, 2010, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement. If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

During the life of this Agreement, or while negotiations for a further Agreement are in progress and/or either party gives notice of termination, there shall be no strikes or stoppages of work on the part of the members of the Union, nor any lockout on the part of the Company.

2. PROPOSALS FOR A NEW AGREEMENT

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

3. TIME LIMITS IN THE AGREEMENT

Whenever a stipulated time is mentioned in this Agreement the said time shall refer to calendar days, except where otherwise, specified and may be extended with the mutual consent in writing of the parties or their representatives.

4. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing date of this Agreement the Company and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this Committee, from any cause, the party not fully represented shall immediately appoint a member to fill such vacancy.

5. INTERPRETATION AND GRIEVANCE PROCEDURE

- a) As the first step in the Grievance Procedure set out herewith if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of this Agreement takes place representations shall first be made by the aggrieved party with the Shop Steward and the Foreman. All grievances and complaints not settled by the Foreman shall be reduced to writing by the employee(s) and filed with the Joint Standing Committee within seven (7) calendar days of occurrence. Any grievance not so filed shall be deemed to have been waived.
- b) Upon proper notification in writing the Joint Standing Committee shall meet within seven (7) calendar days of such notice.
- c) If a decision is reached on an issue by the Joint Standing Committee it shall be binding on both parties for the duration of this Agreement.
- d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to arbitration, the representatives of the parties to this Agreement to select an arbitrator within five (5) days of the completion of the Joint Standing Committee

meetings. If the parties are unable to agree upon an arbitrator he shall be selected by the Minister or Deputy Minister of Labour of the Province of British Columbia.

- e) The arbitrator shall conduct the hearing within twenty (20) days from the date of his/her appointment.
- f) Within ten (10) days of completion of hearings the arbitrator shall render his/her decision.
- g) The arbitrator's decision shall be final and binding on both parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement in any respect.
- h) In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the arbitrator, who shall determine the amount of compensation if any for time lost, and such compensation shall be paid immediately.
- i) Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives prior to the expiry of the time stipulated. Each party shall pay one-half the fees and expenses of the arbitrator.

6. UNION RECOGNITION AND JURISDICTION

- a) The Company recognizes the Union as the sole bargaining agency for its employees, as duly certified under the Labour Relations Code of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.
- b) The representatives of the Union may have access to the Company's shops or yards by applying for permission through the Human Resources office, provided that employees are not caused to neglect their work.
- c) The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Ministry of Labour of the Province of British Columbia must become members of the Union within thirty (30) calendar days of commencing employment and remain members during the life of this Agreement.
- d) All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Ministry of Labour of the Province of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) calendar

days after the commencement of his employment, dues and initiation fees by payroll deduction, as may from time to time be established by the Union for its members, in accordance with its Constitution and/or By-Laws.

- e) 1) Employees hired on a temporary basis for the purpose of mechanical construction or maintenance work will be paid sixteen and one-half (16 1/2) percent on top of regular earnings in lieu of benefits.
- 2) i. Temporary employees may be hired to perform maintenance work to replace regular employees who are absent or by mutual agreement.
- ii. Temporary employees hired to perform maintenance work shall be excluded from all terms of this Agreement, except Hours of Work (Article 12), Sunday Work (Article 13), Lunch (Article 14), Wages (Article 15), Overtime (Article 16), Call-Back (Article 17), Statutory Holidays (Article 20a, b, c, d, e) and Article 6d (Union Recognition and Jurisdiction), unless specified otherwise.
- employees hired to perform maintenance work must select between receiving payment for vacation in accordance with the current construction Agreement with the Construction Labour Relations Association of British Columbia or receiving vacation in accordance with Article 18 (a, c, f, g, h, i, j) of the Collective Agreement.
- IV. In their first calendar year of employment, temporary employees hired to perform maintenance work shall be entitled to claim sick leave on the basis of one day's sick leave for each eleven (11) shifts worked to a maximum of fifteen (15) sick days provided that they would normally have been employed on the day that they were sick. Effective January 1st of the second calendar year of employment, temporary employees hired to perform maintenance work would be eligible for the number of sick days earned in the preceding year (date of employment to December 1st) provided that they would normally have been employed on the day that they were sick.

Temporary employees hired to perform maintenance work who work less than one hundred and sixty-five (165) shifts shall be entitled to claim sick leave in the next calendar year on the basis of one (1) day's sick leave for each eleven (11) shifts worked, provided that they normally would have been employed on the day that they were sick. Temporary employees hired to perform maintenance work who work a minimum of one hundred and sixty-five (165) shifts in a year shall be entitled to claim sick leave in the next year on the same basis as regular employees, provided

that they normally would have been employed on the day that they were sick.

- v. In the event of a temporary employee hired to perform maintenance work becoming a regular employee, he or she shall be credited for seniority purposes at least with actual time previously served and he or she shall be credited for probationary purposes with any time worked immediately prior to becoming a regular employee.
- f) All mechanical installation work done by the Company, with the exception of installation work normally performed by members of the Composing Room staff, shall be assigned within the jurisdiction of the Mechanical Department of the Union.
- g) The following work covering all mechanical maintenance, repair (except repairs presently being done in the Mailing and Composing Rooms, by the Mailing and Composing Room staffs) and inspection of mechanical equipment shall come within the jurisdiction of the Mechanical Department of the Union:
- welding, fittina. machining, ΑII fabrication. manufacture, overhaul and repair of machinery or equipment, including preventative maintenance of machinery covered under this jurisdiction clause. All work pertaining to hydraulics, pneumatics, pipefitting to and from mechanical equipment (excluding gas lines and domestic water services) and all mechanical work in connection with the heating and ventilating systems. The operation and use of all equipment necessary for the cleaning of any mechanical equipment to be overhauled or repaired by members of this Department. All employees employed within the above jurisdiction must be and remain members in good standing of Communications, Energy and Paperworkers Union of Canada, Local 2000.

This shall not preclude the Company's right to subcontract where necessary. However, prior to the Company contracting out work usually assigned to regular employees in the Department, the Company and the Union will meet to discuss the following:

- 1) If employees are available and possess the necessary skills and can utilize Pacific Newspaper Group Inc. equipment to complete the job in a mutually agreed time frame and cost.
- 2) If employees would be laid off as a direct result of the work being contracted out. This does not prevent the Company from entering into lease-maintenanceagreements provided these do not infringe on work presently being done by members of the Mechanical Department, or are arrangements which will be in conflict with the terms

The Company and the Union agree to strike a committee to examine any outside contract work that may be anticipated.

- h) It is not the intention of this clause to prevent other members of the Company's Engineering Department from performing inspection of equipment.
- i) Notice of all permanent vacancies shall be posted in the Mechanical Department and sent to the Union. Permanent vacancies may also be advertised externally. Employees desiring to fill such permanent vacancies shall submit written applications within seven (7) days of such posting. Such applications shall be sent to the Human Resources Department.

The Company will weigh applicants on their merits, bearing in mind the need to achieve and maintain efficient production. All other considerations being equal, seniority will prevail. The final decision as to suitability shall rest with the Company.

j) The Company shall furnish the Union a list showing. name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

7, SETTLEMENT OF JURISDICTION DISPUTES

- a) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all departments covered by a collective agreement with the Company, three months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- b) Should the Union or any other Unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination shall be delayed for a further three-month period from the expiration of the notice period.
- c) During the three-month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- d) Should the parties be successful in the resolution of the problem, the remainder of the three-month delay period shall be waived and the proposed change shall proceed.
- e) Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month

of this Agreement.

delay period, be submitted to either Don Munroe or Stephen Kelleher, the selection of whom will be the one with appropriate time available to first hear the dispute. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have 30 days in which to mediate a resolution to the problem.

- f) Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the thirty day mediation period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- g) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (a) to (9 above.
- h) Time limits in this clause may be altered by mutual consent of the parties.

8. ILLEGAL ACTS

- a) During the life of this Agreement or while negotiations for a further Agreement are in progress there shall be no strikes or stoppage of work on the part of members of the Union, nor any lockout on the part of the Company.
- b) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.

9. NEW PROCESSES

The Foreman shall give the Union reasonable notice when the Company intends to introduce any new process or equipment. Within ten (10) days of submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. The Company agrees to provide facilities and sufficient time without loss of regular weekly wages in order that employees may become proficient in the operation of such new processes or equipment.

10. APPRENTICES

a) Apprentices on completion of their probationary period of ninety (90) days shall form part of the Department, and shall be required to

become and remain members of the Union while covered under this Collective Agreement.

- b) They shall be entitled to all conditions of the Collective Agreement with the exception that:
- 1) For the purposes of classification of seniority they shall be allowed two (2) years' seniority on completion of their apprenticeship of four (4) years.
- 2) Their plant seniority for the purposes of vacations, statutory holidays, etc., shall be based on their date of hire.
- Apprentice wage rates shall be set out in the Apprentice Wage Schedule under Article 15 (g) -Wages.
- d) When apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay and Government subsidies the apprentice may be in receipt of.
- e) Apprentices can be required to take orders from the journeyman with whom they are working as well as the regular Company supervisor.
- f) Apprentice Ratio: The maximum number of apprentices to journeymen in the shop shall not exceed: four (4) journeymen to one (1) apprentice. This apprentice ratio may be increased only on mutual agreement between the parties to this Agreement and the Apprenticeship Branch of the Department of Labour of British Columbia.
- g) An apprentice having served his required time at the trade, and having passed the necessary examinations, will automatically be classified as a journeyman and paid rates and conditions as enumerated in this Agreement for the journeyman classification.

11. LAY-OFFS

- a) The Company shall give the Union one (1) week's notice of intention to reduce the regular staff. When an employee intends to leave the employ of the Company he shall give one (1) week's notice.
- b) In the event of a reduction in the size of the staff, those with the least continuous service with the Company as journeymen shall be the first to be laid off.
- c) In the event of a subsequent increase in the size of the staff, employees shall be re-employed in the reverse order.

12. HOURS OF WORK

- a) Seven and one-half (7-1/2) hours' continuous work, between the hours of 6 a.m. and 6 p.m., excepting not less than thirty (30) minutes for lunch, shall constitute a day shift.
- b) Seven and one-quarter (7-1/4) hours' continuous work, between the hours of 6 p.m. and 6 a.m., excepting not less than thirty (30) minutes for lunch, shall constitute a night shift.
- c) Shift start times for regularly scheduled shifts within a plant will be common for all members of the shift crew.
- d) Overtime before or after a shift may be required outside these hours.
- e) Five (5) straight-time shifts shall constitute a week's work. An employee called to work on his regular day off shall be paid overtime rates for a full shift.
- f) Any employee required to change from one regular shift to another shall have a shift break of a minimum of eight (8) hours between such shift change. If the employee is required to work before a shift break occurs he shall be paid overtime rates until such break occurs. Where an employee's shift is changed, he shall spend a minimum of three (3) consecutive shifts on the new shift before being retransferred to the original shift. If working less than three (3) shifts, such shifts shall be paid at overtime rate. Except in emergencies, such as sickness or accident, a minimum of four (4) days' notice of shift change will be given; failure to provide such notice will require overtime rates to be paid for the first shift worked on the new schedule.
- g) All days off work due to illness, jury duty, subpoenaed witness duty, bereavement leave, workers' compensation or other paid leave shall be counted as days worked for determining other entitlements.
- h) Election of Overtime: (i) at the time of working overtime the employee shall elect either: (1) to take time off equivalent to the overtime earned; (2) to receive pay for the overtime worked. (ii) Notwithstanding the above provisions (1) When an employee has accumulated the equivalent oftwenty (20) days off in his V.O. Bank he shall not be entitled to bank additional V.O. until his bank has been reduced by taking V.O. time off. (2) Time off on V.O. shall be taken at a time mutually agreeable between the employee and the Company. If V.O. time has been booked through mutual agreement in conjunction with an employees vacation, the V.O. time will not be postponed or cancelled except by

mutual agreement.

- i) The employer shall make every effort to ensure that all overtime worked is distributed as equitably as possible.
- j) Meal money at the rate of \$10.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for meal time. This time is not to be included in the overtime charged, but meal money will be paid whether or not meal time is taken.
- k) Where necessary wash-up time will be allowed and such time will be arranged between the department manager and shop steward. If wash-up time extends beyond the normal shift, such time will be paid at straight time rates.

13. SUNDAY WORK

- a) Sunday for day shifts shall extend from midnight Saturday to midnight Sunday. Sunday for night shifts shall extend from 7:00 p.m. Saturday to 7:00 p.m. Sunday.
- b) All work done on a Sunday as defined above shall be paid at double time, except for publication coverage required. An employee called to work on his defined Sunday shall be paid for a full shift.
- c) Any employee hired after November 1, 1978 may be scheduled to work Saturday night/Sunday at straight time. Employees as of November 1, 1978 will not be regularly scheduled to work Saturday night/Sunday.

14. LUNCH

A lunch period of one-half (1/2) hour, not less than two and one-half (2 1/2) hours and not more than four (4) hours after starting time, shall be provided. Lunch periods may be staggered to facilitate continuous production. Employees required to work through the lunch period shall be paid at the prevailing overtime rates until the lunch period is taken. Lunch period to be taken immediately following the overtime. Subsequent unpaid lunch periods will be provided every four (4) hours thereafter.

15. WAGES

- a) Five (5) shifts within a financial week shall constitute a week's work. The financial week shall commence with the first regular night shift on Sunday, and end with the last regular shift on the following Saturday.
- b) Payment of wages shall be made weekly,

within six (6) days of the expiration of each financial week.

c) The following rates shall apply:

Effective December 1, 2006

DAY SHIFT \$40.336 per hour	NIGHT SHIFT \$45.899 per hour
\$302.519 per shift	\$332,771 per shift
\$1,512.596 per week	\$1,663.856 per week

Effective December 1, 2007

DAY SHIFT	NIGHT SHIFT
\$41.546 per hour	\$47.276 per hour
\$311.595 per shift	\$342.754 per shift
\$1,557.974 per week	\$1,713.771 per week

Effective December 1, 2008

DAY SHIFT	NIGHT SHIFT
\$42.792 per hour	\$48.695 per hour
\$320.943 per shift	\$353.037 per shift
\$1,604,713 per week	\$1,765,184 per week

Effective December 1, 2009

DAY SHIFT \$44.29 per hour	NIGHT SHIFT \$50,399 per hour
\$332.176 per shift	\$365.393 per shift
\$1,660.878 per week	\$1,826.966 per week

- d) General Foreman: 17 1/2% above Journeyman night rate.
- e) An acting General Foreman will be appointed whenever the General Foreman is absent one or more days.
- f) Where one or more men are employed on day shifts or night shifts, one man shall be designated as charge hand and shall receive ten (10%) percent above the journeyman rate on day side and twelve and one-half (12 1/2%) on nightside.
- g) The Apprentice Wage Schedule is as follows:

1st six months - rate	60%	of	prevailing	Journeyman's
2nd six months - rate	65%	of	prevailing	Journeyman's
3rd six months - rate	70%	of	prevailing	Journeyman's
4th six months - rate	75%	of	prevailing	Journeyman's
5th six months - rate	80%	of	prevailing	Journeyman's
6th six months -	85%	of	prevailing	Journeyman's

rate

7th six months - 90% of prevailing Journeyman's rate 8th six months - 95% of prevailing Journeyman's rate

Prevailing rate shall be interpreted to mean the wage prevailing at the time the work is in progress.

16. OVERTIME

The rate of overtime pay shall be twice the prevailing rate of pay with payment in one-half (1/2) hour increments.

17, CALL-BACK

Employees who have left the building and are called back shall be paid for time worked, but not less than four (4) hours, plus all travel time, all at the overtime rate. An employee called back shall be duty bound to comply with the call if it is in his power to do so.

18. VACATIONS

a) All employees shall be entitled to vacation with pay as set out in the following:

Years of service	Shifts required in Previous year	Vacation entitlement	Pro-rated
1 or more	150	15 days' vacation with 15 days' pay	1 day's vacation for each 10 shifts worked
5 or more	150	20 days' vacation with 20 days' pay	1 day's vacation for each 8 shifts worked
10 or more	150	25 days' vacation with 25 days' pay	1 day's vacation for each 6 shifts

Members having twenty (20) or more years' service shall be entitled to thirty (30) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each five (5) shifts worked, or major fraction thereof.

- b) All employees who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.
- c) Vacation pay scale in each case shall be at the straight time rate currently paid to the employee or *two* (2) percent of the previous year's T4 slip for each week of vacation whichever is the greater.
- d) All vacations carried over from the previous year shall be taken prior to April 1 in the said second year.
- e) Vacation pay will not be allowed for vacations not taken. In such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- f) An employee leaving the employ of the Company shall receive pay for any unused vacation credits for which he qualifies.
- g) Vacations will, as far as practicable, be granted to conform with the wish of the employee concerned and the convenience of the employer, having regard for the necessity of maintaining production.

However, every employee shall have the opportunity to take a two-week vacation during the school vacation period at least once every third year.

- h) Computation of vacation credits shall commence on the date of employment.
- Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.
- j) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.

19. EARLY RETIREMENT

Commencing on January 1, 1975 and each January 1st thereafter, every employee, in each calendar year, shall receive one (1) day's credit after having passed his sixth (6th) anniversary date, two (2) days' credit

after having passed his eleventh (11th) anniversary date, five (5) days' credit after having passed his twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1st thereafter, every employee in each calendar year, shall receive three (3) days' credit after having passed his nineteenth (19th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their fifth (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

20, STATUTORY HOLIDAYS

a) The following days (or the day celebrated in lieu of any of them) shall be considered holidays:

New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and Floating Day.

- b) Any additional days proclaimed as public holidays by the Provincial or Federal Governments and any other holidays recognized by the Company by not publishing shall be treated in the same manner as the aforementioned holidays.
- c) Such holidays, if worked, shall be paid for at double time rates in addition to pay for the holiday.
- d) A holiday for day shift shall constitute the period from midnight on the day prior to the holiday to midnight on the day of the holiday. A holiday for night shifts shall constitute the period from 7:00 p.m. on the day prior to the holiday to 7:00 p.m. on the day of the holiday.
- e) Employees who terminate their employment shall receive one (1) day's statutory holiday pay for each twenty (20) shifts or major fraction thereof that they have worked in the year in which they terminate. In no case shall this exceed the number of statutory holidays which have occurred in that year up to date

of termination.

f) Employees shall receive one (1) day's credit toward statutory holidays for each day lost due to personal illness (a maximum of twenty (20) days' working credit for each year of service up to five (5) years; those with five (5) years' service or more shall receive up to the maximum statutory holidays listed in 20 (a) from date of illness), jury duty, paid bereavement leave, while in receipt of Workers' Compensation, while acting for the Union on Company-Union business. Days in lieu of statutory holidays will, as far as practicable, be granted to conform with the wish of the employee concerned and the convenience of the employer having regard for the necessity of maintaining production.

21. SEVERANCE PAY

- a) Severance pay in a lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages, shall be paid on **loss** of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.
- b) Any employee who is rehired within the period covered by the severance pay he has collected shall repay the Company the overlapping portion of severance pay on the basis, if required, of reasonable monthly payments to be decided by the Company.

Relocation Pay:

- a) Upon dismissal to reduce the regular staff, other than normal seasonal layoffs, employees shall be entitled to receive relocation pay. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or major fraction thereof with the Company, not in excess of fifty-two (52) weeks. An employee must decide within twelve (12) months whether he will continue on the slipboard or take advantage of the relocation pay.
- b) Relocation pay will be based on continuous service as a regular and substitute including this twelve (12) month period, as long as the substitute remains available for the service of the Company.
- c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two years' or more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received. A senior employee has the option to claim relocation pay over a junior employee.

22. ACCIDENT PAY

In case of a compensable accident the Company will pay 100% of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation.

23. SICK LEAVE

a) Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.

First week of first sick leave - full pay.
First week of second sick leave - full pay.
First week of third sick leave - full pay.

- b) "Week" shall mean for the purposes of this section five (5) days, not necessarily consecutive days.
- c) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- d) No deductions for sick leave shall be made from overtime or vacation credited to the employee.
- e) Should the amount of money for short term sickness paid by the Company each calendar year to employees covered by this Agreement be less than 2% of straight time wages paid to those employees in that calendar year, the balance will be paid to the Union to be used as it determines.
- f) A joint Company-Union committee, comprising two (2) representatives of each party, shall be established to ensure that there is no abuse of sick leave provisions. It is recognized that the incidence of legitimate sick leave should not exceed 1% of the total number of shifts worked in the previous year. However, no individual shall be deprived of sick leave other than as provided below.
- g) Any employee who is found to have abused the sick leave provisions of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the committee, be eligible to claim sick leave under this

section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the grievance procedure.

h) The General Foreman shall decide whether or not to replace employees who are absent.

24. HEALTH AND WELFARE PLANS

- a) The Company will pay 100% of Medical, Extended Health, Group Life and long-term disability for members participating in the plans.
- b) The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company or a Union policy recognized by the Company or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.
- c) Extended Health Insurance will include a hearing aids, implants and repairs to a maximum of \$1,000 per ear every five years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses eye to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum \$700. every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1,000,000.

Group life Insurance for employees less than 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within 30 days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one month may retain membership in the above three plans by paying premiums for each month's absence following a complete month's absence.

Long term disability coverage for employees who qualified for short term disability benefits: 16th week through 27th week - 70% of employee's wages on the first day of disability effective May 31st. 28th week through to age 65 - 60% of employee's wages on the first day of disability effective May 31st. Employees who go on a leave of absence in excess of one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three month's absence.

Short term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary. The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.

25. PENSION PLAN

The Company will continue to contribute as in the past to the Pacific Press, a Division of Southam Inc. (formerly Pacific Press Limited) Retirement Plan on behalf of those CEP Local 2000 members employed by the Company who are or may become members of the said Plan in the mechanical department.

Those employees, employed prior to November 11, 1994, who so elect may become members of the Pacific Newspaper Group Pension Fund. Members of the Plan shall have contributions equal to five (5%) percent of gross earnings by payroll deduction made to the Plan. The Company will make contributions equal to those of the Plan members. The union will be allowed representation at Pension Plan Trustees meetings. Payments to the Plan will be unstacked from Canada Pension Plans.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Newspaper Group Retirement Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs resulting from buyouts or restructuring of the workforce.

26. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight time rate normally earned by such employee for each day called for jury service. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

27. SANITATION AND VENTILATION

There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work. The employees shall observe the simple rules of cleanliness.

28. WORK CLOTHES

The Company agrees to provide coveralls and/or work shirt and work pants to all employees covered under

this Agreement. It is agreed that there will be three sets for each employee plus back-up sets for use when dirty work is encountered. Regularly employed personnel will be reimbursed up to one hundred dollars (\$100.00) each contract year, upon provision of a receipt(s), for the purchase of safety shoes. Effective January 1, 2003 regularly employed personnel will be reimbursed up to three hundred dollars (\$300) for every two calendar years, upon provision of a receipt(s) for the purchase or repair of safety shoes.

29. ALL TIME BELONGSTO THE COMPANY

Employees shall perform any duties pertaining to their class of work assigned to them by the General Foreman.

30. RIGHTS OF PARTIES

The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The rights and relations of the parties hereto are covered by the terms of this Agreement which are paramount. Each party, however, recognizes the right of the other to adopt rules and regulations of any character (the Union for the government of its members and the Company for the direction of its employees) in so far as they do not conflict with the terms of this Agreement.

31. BEREAVEMENT LEAVE AND PAY

A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:

- a) Five (5) days in the event of the death of the employee's spouse, child, mother or father;
- b) Five (5) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 Kilometres from Vancouver:
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 Kilometres from Vancouver.

For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law grandparents, and grandchildren.

32. LEAVE OF ABSENCE

a) The Company shall grant employees leave of absence providing such leave does not cause

unreasonable disruption of operation. Leave shall not exceed six (6) months. This may be extended by mutual agreement.

Maternity leave of up to one year will be granted upon request and in conformity with the time period specified in the Employment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy, nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returning.

For each pregnancy maternity benefits shall be paid as follows:

- i. where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows:
- I,______, agree that will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If fail to do so I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.
- ii. the employee shall receive weekly benefits as follows: for the first two weeks 95% of full pay; for the next 15 weeks the difference between the amount received from EI and 95% of the employee's insurable earnings. Not withstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she has been employed for twelve (12) months by the Company.

- c) Parental leave, available to the natural or adoptive parents, will be provided as follows:
 - 1) Up to five (5) days (three (3) with pay)

parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or

- 2) Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.
- At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (c) (2) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.
- d) The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in a municipal, provincial, union, or federal election, for the full period of campaigning; (b) for employees elected to a full time union or public office for the duration of the term for which they are elected.

33. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

34. TOOLS

The Company will supply all tools and equipment necessary for the machinists to perform their job properly and efficiently. The Company agrees to cover the cost of repair, or to replace any such tools damaged or lost by theft.

35. LETTERS OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2001-2004 Collective Agreement unless otherwise specifically stated:

- 1. Health and Safety
- 2. Re Appendix A & B
- 3. Administrative Offset
- 4. Consecutive Days Off
- 5. Funding
- 6. Technological Change
- 7. Assignment of Shifts
- 8. Recognition of Benefits
- 9.Contracting Out/Sale
- 10. Sick Leave
- 11. Union Protection
- 12. Letters of Discipline
- 13. Training
- 14. RE: Balance of Trades

I N WITNESS WHEREOF, we have hereunto set our hands and seal

tnis	day of2007.
	ER GROUP, a division of CanWest orks Publications Inc.,
	S, ENERGY AND PAPERWORKERS F CANADA, LOCAL 2000
President	Secretary-Treasurer

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

- 1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - i) chemical information and training
 - ii) accident investigation/recommendation procedure
 - iii) emergency evacuation procedures
 - iv) communications
 - v) asbestos health problems, documentation and treatment
 - vi) electronic surveillance
 - vii) safety shoes
- 3. The Company and the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.
- 4. The Company shall adhere to all applicable laws affecting health and safety

laws affecting fleatin and safety.	
DATED	,2007.
For the Company:	
For the Union:	

LETTER OF AGREEMENT #2

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

APPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short Term Disability Benefits and Life and Long-Term Disability Benefits as agreed between the above parties covered by Collective Agreement entered into on the date hereof (hereafter referred to as the Collective Agreement) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreement is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreement except as mutually agreed to by the above parties.

DATED ______,2007.

For the Company:
For the Union:

LETTER OF AGREEMENT #3 BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

ADMINISTRATIVE OFFSET

It is agreed between the Parties signatory to this Letter of Agreement that the following shall apply to members of the Mechanical Department employed by Pacific Newspaper Group Inc., a CanWest Company at 12091 88th Avenue, Surrey, BC.

It is recognized that Machinists employed by Pacific Newspaper Group Inc., a CanWest Company do from time to time perform work in the plant and premises of Pacific Newspaper Group Inc. at 12091 88th Avenue, Surrey, BC, which can be classified as installation work that attracts the Machinists' Union construction rates of pay.

It is further recognized that to keep track of the time on each job of this nature and adjust hourly rates and payroll to suit would be time-consuming and costly. Therefore in consideration of a flat six hundred dollars (\$600.00) to be retroactively paid during each year of the current 2001-2004 Collective Agreement to each member of the Union employed at Pacific Newspaper Group Inc., a CanWest Company, said members of the Union shall perform this intermittent installation work at the regular rates of pay. It is further noted that eligible members of the Union will have this \$600.00 adjusted in accordance with their regular earnings from Company-related sources during the preceding contract year. The following conditions apply:

- 1. Absence due to long-term disability (beyond 15th week of disability) and Workers' Compensation will necessitate prorating of the \$600.00 as per the percentage of regular earnings received during the period of absence to a maximum cap of 52 weeks accrued benefits from start of aforementioned LTD or WCB claim.
- 2. New employees, retiring employees and terminated employees will have the \$600.00 prorated in accordance with the amount of time worked in the current contract year.
- 3. Personal leaves of absence will result in a proportionate reduction to the \$600.00.
- 4. Apprentice employees will have their benefit prorated in accordance with the individual's applicable apprentice/ journeyman wage scale. Apprentices are

also subject to all other conditions applicable to payment of this \$600.00.

It is recognized that this Letter of Agreement is not intended to circumvent our Construction Agreement with contractors for any normal construction and installation project undertaken by Pacific Newspaper Group.

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #4

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

CONSECUTIVE DAYS OFF

- 1. Notwithstanding the provisions of Article 12, the parties recognize that future business opportunities and/or requirements may give cause to change the start time of a shift, the hours of work within which a shift may be established (which may be in addition to those currently established in Article 12) and scheduled days off. A shift not starting and stopping between the times currently designated for a day shift shall be of seven (7) hours duration and be paid at the night shift rate of pay.
- 2. When and where the Company deems changes necessary resulting from 1 above the Company will notify the union ten (10) days in advance of the proposed changes and the reasons therefore.
- 3. Upon receipt of notice of change(s) the parties will meet as soon as possible but not later than seven (7) days after receipt of notice (unless otherwise agreed) to discuss:
 - a) the reasons for the proposed changes
 - b) the proposed methods of implementing the changes
 - c) alternate methods of implementing the changes

- 4. In the event the parties fail to agree on any or all matter(s) in 3 above either party may refer the disputed item(s) to Vincent L. Ready or another acceptable mediator/arbitrator who shall act as mediator/arbitrator and if necessary issue a final and binding decision on the matter(s).
- 5. The hearings under 4 above shall be heard in an expedited manner and decisions will be issued within 72 hours after the hearing.

DATED		2007.
	For the Company:	
	For the Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

FUNDING

IT IS AGREED that \$6.66 per paid shift be paid annually to the individual Union member employee from December 1, 2006 to November 30, 2007, \$6.86 per paid shift will be paid to the individual Union member employee from December 1, 2007 to November 30, 2008, \$7.07 per paid shift will be paid to the individual Union member from December 1, 2008 to November 30, 2009 and \$7.32 per paid shift will be paid to the individual Union member from December 1, 2009 to November 30. 2010 (with the exception of paid shifts of the General Foreman whose said amount will be added to his contribution to his Pacific Newspaper Group Pension Fund if in accordance with the rules of the plan. Otherwise, it shall be paid in cash).

New employees hired after the date of ratification (July 1999) will be required to join the Welfare Plan for CEP members.

DATED		,2007.
	For the Company:	
	For the Union:	
	ETTER OF A ORESINE #	-

LETTER OF AGREEMENT #6

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

TECHNOLOGICAL CHANGE

- A. The Company shall retain the right to introduce technological changes.
- B. The Company shall give the Union three (3) months' notice of any contemplated technological change and shall meet with the Union, no more than ten (10) days after such notice, to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. Should the Union foresee any jurisdictional problems which may arise as a result of said technological change, it is agreed that the date of introduction will be delayed a further three (3) months.
- C. The employer guarantees to the employees (members of the Mechanical Department), that no regular full-time employees will lose employment by the introduction of technological change.
- D. If due to the introduction of technological change, the number of employees in the Mechanical Department bargaining unit is reduced by more than five percent (5%) of the present number of employees, then the Company agrees that for each employee over the five percent (5%) figure, the Company shall bank the equivalent hours of work at the current daily wage rates. This hour bank fund shall be assigned to the Union for the benefit of the Mechanical Department Bargaining Unit.

- E. Should the circumstance change and the number of employees in the Mechanical Department Bargaining Unit increase to ninety-five (95%) or more of the number of employees as listed in Clause "F" off this Article, then the Company shall cease to bank the hours as provided for in Clause "D" preceding.
- F. The present number of employees, members of the Mechanical Department Bargaining Unit as of December 1, 2006 is fourteen (14) employees.
- G. Definition of Technological Change:- During the period of the Collective Agreement, any technological change, method or procedure which decreases the number of employees that existed at the time the current Collective Agreement was negotiated. Except for:- Normal layoff, such as those occurring as a result of a decline in the volume of business.

DATED		,2007.
	For the Company:	
	For the Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and THE COMMUNICATIONS. ENERGY and

PAPERWORKERS UNION OF CANADA, LOCAL 2000

ASSIGNMENT OF SHIFTS

It is agreed that employees on staff as at August 9, 1989 will be covered by the following:

It is the policy of the Engineering Department to assign permanent day shifts, when such vacancies exist in the machine shop, to machinists working steady night shift. The assignment will be made according to seniority.

If the senior night machinist offered the day shift chooses to stay on nights, he must wait until the next vacancy on days to exercise his seniority.

This will not prevent the new machinists from being assigned the day shift during their probationary

periods.
Apprentices and the welder-machinist will be excluded from the above.
DATED,2007.
For the Company:
For the Union:
LETTER OF AGREEMENT #8 BETWEEN PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000 RECOGNITION OF BENEFITS For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employees benefits as provided by Pacific Newspaper Group.
DATED,2007.
For the Company:



For the Union:

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONTRACTINGOUT/SALE

The Company agrees there shall be no involuntary loss of employment of any regular employee during the life of the contract as a result of:

- (a) the contracting out of work normally performed by members of the bargaining unit: or
- (b) sale of all or part of the business

 DATED _____,2007.

 For the Company:

 For the Union:

LETTER OF AGREEMENT #10

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

SICK LEAVE

- A. The following deals with Sick Leave, as opposed to short and long term disability.
- 1) The Company will convene regular Sick Leave Committee Meetings within each Department.
 - 2) The committee will:
- i. Conduct a review of all those individuals which are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.
- ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.
 - III. Make recommendations as to

whether or not an employee should be under a requirement to see the Company Doctor, his own Doctor, etc.

- IV. Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
 - v. Meet no less than twice per vear.
- 3) In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4) Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.
- 5) The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.
- 6) If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential resolution. Legal counsel will not be used in presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.
- 7) Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.
- B. The following proposal deals with short and long-term disability plans:
- 1) Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
- 2) The Company, the Union and the Troubleshooter will agree on a list of independent Physicians to be used.

Employees receiving disability benefits will not be retroactively cut off.	DATED
DATED2007.	For the Company:
For the Company:	
For the Union:	For the Union:
	LETTER OF AGREEMENT #13 BETWEEN
LETTER OF AGREEMENT #11 BETWEEN PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000	PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000 TRAINING
UNION PROTECTION There shall be no interference or attempt to interfere with the operation of the Union.	A joint committee consisting of two (2) Union and two (2) Company representatives will meet at least every four (4) months to determine the training needs of employees. The role of the committee will be to canvass the employees to identify areas where more
For the Company:	training is needed. In addition they will recommend such training and implement training initiatives of the Company. The committee will also serve as the Apprentice Committee which will implement a selection process and recommend suitable candidates for apprenticeships. They will also oversee all training,
For the Union:	education and ensure that all necessary trade skills and requirements are met.
LETTER OF AGREEMENT #12 BETWEEN PACIFIC NEWSPAPER GROUP, a division of CanWest	DATED2007. For the Company:
Mediaworks Publications Inc., and THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000	For the Union:
LETTERS OF DISCIPLINE	
Letters of dissatisfaction and written record of	

months from the date of issue.

reprimands shall be removed after twenty-four (24)

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: BALANCE OF TRADES

The Company will attempt to maintain a reasonable balance of Machinists and Millwrights in the Mechanical Department should future hires and/or apprentices be contemplated.

DATED		,2007.
	For the Company:	
	For the Union:	

NEWSPAPER AGREEMENT

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART "E"

MAILROOM DEPARTMENT



TABLE OF CONTENTS

PREAMBLE	
1, TERM OF AGREEMENT	
2. OBLIGATION TO SUPPLY MEN	1
3, ESTABLISHMENT OF JOINT STANDING COMMITTEE	1
4, INTERPRETATION AND GRIEVANCE PROCEDURE	1
5, STRUCK WORK AND PICKET LINES	
6, TECHNOLOGICAL CHANGE	2
7, JURISDICTION	
8. SETTLEMENT OF JURISDICTION DISPUTES	7
9. COMPUTERS	
10, GENERAL LAWS	4
11. NEW PROCESSES	5
12. PROPOSALS FOR A NEW AGREEMENT	5
13. WAGES	
13. WAGES	
14. SATURDAY WORK	
15. HOURS	5
16. OVERTIME	E
17, MANNING	6
17, MAINING.	·······
18. STATUTORY HOLIDAYS	/
19. SUNDAY WORK	٥
20. VACATIONS	8
21. SEVERANCE PAY	9
22. RELOCATION	C
23. ACCIDENT PAY	c
23. ACCIDENT PAY	
24. SICK LEAVE	
25. JURY D U N	10
26, LUNCH TIME	10
27. CALL-BACKS	10
28. APPRENTICES	
29. FOREMEN	11
30. EXTRA WORK	12
	17
21 DETIDEMENT	
31. RETIREMENT	12
32. EARLY RETIREMENT	12
32. EARLY RETIREMENT	12 12
32. EARLY RETIREMENT	12 12 12
32. EARLY RETIREMENT	12 12 12
32. EARLY RETIREMENT	12 12 13
32. EARLY RETIREMENT	12 12 13 13
32. EARLY RETIREMENT	12 12 13 13
32. EARLY RETIREMENT	12 12 13 13 13
32. EARLY RETIREMENT	12 12 13 13 13
32. EARLY RETIREMENT	12 12 13 13 13
32. EARLY RETIREMENT	12 13 13 13 14 14
32. EARLY RETIREMENT	12 12 13 13 14 14
32. EARLY RETIREMENT	12 12 13 13 14 14 14
32. EARLY RETIREMENT	12 13 13 14 14 14 15
32. EARLY RETIREMENT	12 13 13 14 14 14 15
32. EARLY RETIREMENT	12 12 13 13 14 14 14 15 15
32. EARLY RETIREMENT	12 12 13 13 14 14 15 15 15
32. EARLY RETIREMENT	12 12 13 13 14 14 15 15 15
32. EARLY RETIREMENT	12 12 13 13 14 14 15 15 15 16
32. EARLY RETIREMENT	12 12 13 13 14 14 15 15 15 16
32. EARLY RETIREMENT	12 13 13 14 14 15 15 15 16 16
32. EARLY RETIREMENT	12 13 13 14 14 15 15 15 16 16
32. EARLY RETIREMENT	12 13 13 14 14 15 15 15 16 16
32. EARLY RETIREMENT	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNEL AND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF INTENT INDEX LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #7	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNEL AND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF INTENT INDEX LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #7	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNELAND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF AGREEMENT INDEX LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #9	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNELAND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #9	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNELAND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF INTENT INDEX 44. LETTERS OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #10 LETTER OF AGREEMENT #110	12 12 12 13 13 13 14 14 15 15 16 16 16 17 17 18 18 18 19 19 19 19 19
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNELAND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF INTENT INDEX LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #10 LETTER OF AGREEMENT #11	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNELAND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF INTENT INDEX 44. LETTERS OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #10 LETTER OF AGREEMENT #110	
32. EARLY RETIREMENT 33. ELECTIONS 34. HEALTH AND WELFARE PLANS 35. WORK BANK 36. PENSION PLANS 37. BEREAVEMENT PAY 38. UNION DUES CHECK-OFF 39. SANITATION 40. LEAVE OF ABSENCE 41. WASH-UP 42. PERSONNELAND MEDICAL FILES 43. LETTERS OF AGREEMENT INDEX 44. LETTERS OF INTENT INDEX LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARY AGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #10 LETTER OF AGREEMENT #11	12 12 12 13 13 13 14 14 15 15 16 16 17 18 18 18 19 19 12 20 20
32. EARLY RETIREMENT. 33. ELECTIONS. 34. HEALTH AND WELFARE PLANS. 35. WORK BANK. 36. PENSION PLANS. 37. BEREAVEMENT PAY. 38. UNION DUES CHECK-OFF. 39. SANITATION. 40. LEAVE OF ABSENCE. 41. WASH-UP. 42. PERSONNELAND MEDICAL FILES. 43. LETTERS OF INTENT INDEX. 44. LETTERS OF INTENT INDEX. LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #5 SUPPLEMENTARYAGREEMENT #6 LETTER OF AGREEMENT #7 LESTER OF AGREEMENT #7 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #1 LESTER OF AGREEMENT #1 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #1 LESTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #1 LESTER OF AGREEMENT #1 LESTER OF AGREEMENT #1 LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #12 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #14	
32. EARLY RETIREMENT. 33. ELECTIONS. 34. HEALTH AND WELFARE PLANS. 35. WORK BANK. 36. PENSION PLANS. 37. BEREAVEMENT PAY. 38. UNION DUES CHECK-OFF. 39. SANITATION. 40. LEAVE OF ABSENCE. 41. WASH-UP. 42. PERSONNELAND MEDICAL FILES. 43. LETTERS OF AGREEMENT INDEX. LETTER OF AGREEMENT #1. LETTER OF AGREEMENT #2. LETTER OF AGREEMENT #3. LETTER OF AGREEMENT #4. LESTER OF AGREEMENT #5. SUPPLEMENTARYAGREEMENT #6. LETTER OF AGREEMENT #8. LETTER OF AGREEMENT #8. LETTER OF AGREEMENT #9. LETTER OF AGREEMENT #1. LETTER OF AGREEMENT #1. LETTER OF AGREEMENT #1. LETTER OF AGREEMENT #8. LETTER OF AGREEMENT #9. LETTER OF AGREEMENT #1.	12 12 12 13 13 13 14 15 15 15 16 16 17 17 18 18 18 18 19 19 12 12 12 12 12 12 12 12 12 12 12 12 12
32. EARLY RETIREMENT. 33. ELECTIONS. 33. ELECTIONS. 34. HEALTH AND WELFARE PLANS. 35. WORK BANK. 36. PENSION PLANS. 37. BEREAVEMENT PAY. 38. UNION DUES CHECK-OFF. 39. SANITATION. 40. LEAVE OF ABSENCE. 41. WASH-UP. 42. PERSONNEL AND MEDICAL FILES. 43. LETTERS OF AGREEMENT INDEX. 44. LETTERS OF INTENT INDEX. 45. LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARYAGREEMENT #5 SUPPLEMENTARYAGREEMENT #6 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #10 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #12 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #14 LETTER OF AGREEMENT #15	12 12 12 13 13 13 14 14 15 15 15 16 16 17 17 18 18 18 19 19 12 10 12 10 12 12 12 12 12 12 12 12 12 12 12 12 12
32. EARLY RETIREMENT. 33. ELECTIONS. 33. ELECTIONS. 34. HEALTH AND WELFARE PLANS. 35. WORK BANK. 36. PENSION PLANS. 37. BEREAVEMENT PAY. 38. UNION DUES CHECK-OFF. 39. SANITATION. 40. LEAVE OF ABSENCE. 41. WASH-UP. 42. PERSONNEL AND MEDICAL FILES. 43. LETTERS OF AGREEMENT INDEX. 44. LETTERS OF INTENT INDEX. 44. LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #5. LETTER OF AGREEMENT #5. LETTER OF AGREEMENT #5. LETTER OF AGREEMENT #6. LETTER OF AGREEMENT #8. LETTER OF AGREEMENT #9. LETTER OF AGREEMENT #9. LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #9. LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #12 LETTER OF AGREEMENT #12 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #14 LETTER OF AGREEMENT #15 LETTER OF AGREEMENT #15 LETTER OF AGREEMENT #16 LETTER OF AGREEMENT #15 LETTER OF AGREEMENT #16	
32. EARLY RETIREMENT. 33. ELECTIONS. 33. ELECTIONS. 34. HEALTH AND WELFARE PLANS. 35. WORK BANK. 36. PENSION PLANS. 37. BEREAVEMENT PAY. 38. UNION DUES CHECK-OFF. 39. SANITATION. 40. LEAVE OF ABSENCE. 41. WASH-UP. 42. PERSONNEL AND MEDICAL FILES. 43. LETTERS OF AGREEMENT INDEX. 44. LETTERS OF INTENT INDEX. 45. LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #2 LETTER OF AGREEMENT #3 LETTER OF AGREEMENT #4 LESTER OF AGREEMENT #5 SUPPLEMENTARYAGREEMENT #5 SUPPLEMENTARYAGREEMENT #6 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #8 LETTER OF AGREEMENT #1 LETTER OF AGREEMENT #10 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #11 LETTER OF AGREEMENT #12 LETTER OF AGREEMENT #13 LETTER OF AGREEMENT #14 LETTER OF AGREEMENT #15	

PREAMBLE

of _____, 2__ by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union

1. TERM OF AGREEMENT

From and after December 1, 2006 and for a full term of forty-eight (48) months ending November 30, 2010, this Agreement shall remain in full force and effect and thereafter until terminated by either party in accordance with the appropriate provincial legislation.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

2. OBLIGATION TO SUPPLY MEN

- a) The Company agrees to employ only members of Communications, Energy and Paperworkers Union of Canada, Local 2000 to perform all work within the jurisdiction of the Mailroom Department. The Union agrees to furnish such men.
- b) It is agreed by the union that for and in consideration of the covenants entered into and agreed to by the Company, the Union shall at all times during the life of this Agreement furnish journeymen capable of performing all the work within the jurisdiction of the Mailroom Department; and it is further agreed by the Union to be its obligation to furnish sufficient competent journeymen to meet the normal requirements of the Company and thereby make it unnecessary for regular members to work in excess of five (5) shifts in any regularly scheduled work week.

3. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing date of this Agreement the Company and the Mailroom Department shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this Committee for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

4. INTERPRETATION AND GRIEVANCE PROCEDURE

- a) As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made to the General Foreman or Chapel Chairman as promptly as possible from the time the dispute comes to the attention of the party affected. Should the General Foreman and Chapel Chairman be unable to adjust the difference within forty-eight (48) hours either party may refer the matter to the Joint Standing Committee within the following ten (10) day period. The conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.
- b) The members of the Committee shall be notified in writing by the Executive officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.
- c) If a decision is reached on an issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this Collective Agreement.
- d) If a Joint Standing committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it; either party may refer the matter to Arbitration within a thirty (30) day period, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an arbitrator he shall be selected by the Minister of Labour of the Province of British Columbia.

The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration. Within thirty (30) days of completion of hearings the Arbitrator shall render his decision.

- e) The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this Agreement in any respect.
- f) Provided, that Union Laws not affecting wages, hours or working conditions and the General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall not be subject to arbitration.
- g) In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Arbitrator, who

shall determine the amount of compensation if any for time lost, and such compensation shall be paid immediately.

h) Wherever a stipulated time is mentioned in this article the said time may be extended by mutual consent of the parties or their representatives.

5. STRUCK WORK AND PICKET LINES

- a) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.
- b) The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

6. TECHNOLOGICAL CHANGE

Definition: Any change in technology, method (1) or procedure (2) during the period of a collective agreement which decreases the numbers of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business:

- 1. e.g., hot metal to cold type;
- 2. e.g. change in computer operation.

The Company guarantees to the Union that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change. It is agreed that the present number of employees as of December 1, 2006 is one hundred and forty-two (142).

Inclusion in technological change numbers will be extended to Mailer subs/apprentices on staff as at December 1, 2006 who have a minimum of one year's service and who have worked a minimum of one hundred and fifty (150) shifts in the twelve (12) months preceding December 1, 2004.

The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise the Union. The Company will give the Union three (3) months' notice of any contemplated technological change (as in present contracts) and will meet with the Union beginning no more than ten (10) days after such notice to discuss with its representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the number of employees in the Mailroom Department due to the introduction of technological change be reduced by more than 5%, for each employee in the unit over that figure the Company shall bank the equivalent hours of work at the current daily rates of wages. These hours will be assigned by the Union as it sees fit.

When and if the circumstances change and the number of employees within the Mailroom Department so affected increases to 95% or more of the Mailroom Department figure (142) above, the Company ceases to bank additional hours.

7. JURISDICTION

- a) It is agreed that the Mailroom Department of the Union has jurisdiction over all mailing room work, no matter where performed, including the preparatory work for mailing room and the evolution of such work. addressing on all wrappers and labels for newspapers, including the running of punch cards for a general purpose computer or similar equipment to print labels or wrappers, addressing on all newspapers, magazines, and supplements, tagging, stamping, inserting, labeling, bundling or wrapping including all single wrapping, handling of files, cutting list, preparing wrappers, galley work, sorting, routing, opening or marking wrappers, taking bundles, papers and all other publications from conveyors, escalators, trucks, or any other device - leaving the press, stacking, folding, handling of bundles or mail sacks, trucking, counting of papers (leaving or returning), tying, sacking, delivering papers (to mailers, carriers, agents or the newsboys in the mailing or dispatch room and on the loading platform including the loading or unloading to and from the tailgates of trucks).
- b) Oiling, greasing, adjusting and repair and maintenance work on machines or equipment operated by Mailers shall be done by Mailers.
- c) In order that the Union can provide sufficient competent members to meet the intent of this Agreement, the Company agrees to provide adequate training, in priority order wherever possible, to enable members of the Mailroom Department of the Union to become competent (without loss of regular weekly wages) in repair and maintenance work on mailing room equipment.
- d) Repair work necessary on mailing room equipment beyond ordinary repair work may be done by others if competent members of the Mailroom Department of the Union are not available to do such work. The Foreman shall be the judge of such competency. Periodic inspection of mailing room machinery and equipment shall be carried out jointly by employees of the Company's Engineering Department and employees covered by this Agreement.

- e) Any devices or equipment now in use or which in the future may be introduced and which is used to perform any work within the jurisdiction of the Mailroom Department of the Union shall not be operated by anyone but journeymen and apprentice members of the Union covered by this Agreement.
- f) In the event of a board reduction no journeyman situation holder with superior priority shall be laid off who has not been afforded the opportunity to complete the training programs.
- g) The Company agrees that during the life of this Agreement there will be no significant or appreciable change in bulking practices and in any case the Company agrees that during the life of the Agreement there will be no more than a 5% increase in bulk distribution of either the Sun or Province newspapers over the amount processed in such manner as of October 31, 1961 (not to exceed 77.3% in the case of the Sun or 71.5% in the case of the Province). The Company agrees, however, that in the case of a one-paper operation it will not increase this percentage to more than 7% of the established figure for bulk distribution (but in any case, not to exceed 77%). It is understood "bulk" shall be any bundle containing that day's present count from the stacker.
- h) No one, except members of the Mailroom Department of the Union, shall break down bulk bundles to, in any way, rewrap, relabel or retie.
- i) The Company shall make no other agreement, written or verbal, with any person or persons other than members of the Mailroom Department of the Union to do or have done any of the work outlined above.
- j) Work printed outside will go through the CEP Local 2000.
- k) Should the Company establish a videotex system or similar system in Vancouver (lower mainland) it is agreed that all work done within Pacific Newspaper Group for such a system will be done by members of the Mailroom Department of Pacific Newspaper Group Inc. Also that the re-working of material in such a system at Pacific Newspaper Group Inc. is recognized as falling within the jurisdiction of the Mailroom Department.
- I) The Company shall furnish the Union a list showing. name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

8. SETTLEMENT OF JURISDICTION DISPUTES

a) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union

- and all other Unions covered by a collective agreement with the Company, three months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- b) Should the union or any other Unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination shall be delayed for a further three-month period from the expiration of the notice period.
- c) During the three-month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- d) Should the parties be successful in the resolution of the problem, the remainder of the three-month delay period shall be waived and the proposed change shall proceed.
- e) Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month delay period, be submitted to either Don Munroe or Stephen Kelleher, the selection of whom will be the one with appropriate time available to first hear the dispute. If all parties to jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have 30 days in which to mediate a resolution to the problem.
- f) Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the thirty-day mediation period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- g) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (a) to (f) above.
- h) Time limits in this clause may be altered by mutual consent of the parties.

9. COMPUTERS a) SPECIAL PURPOSE COMPUTER

It is agreed that should the Company purchase or lease a special purpose computer to be used in mailing room work, the Mailroom Department's jurisdiction

includes the preparation of input and all handling of output, operation of the computer and all input and output devices, programming (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and maintenance of all the foregoing equipment and devices (except that maintenance which is provided by the manufacturer or lessor as part of the original lease or purchase).

b) MULTI-PURPOSE COMPUTER

Should the Company introduce a multi-purpose computer, the Mailroom Department's jurisdiction shall include programming of (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and the preparation of all mailing room input destined for the data processing centre; the output; and all related devices used for mailing room work or the evolution of such work.

Maintenance of the above-mentioned input and output devices shall be under the jurisdiction of the Mailroom Department, except that maintenance provided under agreement by the manufacturer or lessor. Programming for the handling of the input described above is defined as follows:

- 1) That systems analysis and functional flow-charting is the prerogative of management.
- 2) Where any work defined in (a) above is to be implemented as a computer operation, a detailed flow-chart shall be created by an employee covered by this Agreement as well as coding or such other steps as may be necessary to make a program operational.
- 3) Any detailed flow-chart prepared or being prepared under (2) above may be edited, modified or redrawn by experts not covered by this Agreement. Should the Company install a multi-purpose computer console in the mailing room, only members of the Mailroom Department shall monitor the console and the Mailroom Department shall have jurisdiction over the computer when it is doing mailing room work.

When a multi-purpose computer is owned or leased by the Company and the console is not located in the mailing room, the percentage of staffing allocated to the Mailroom Department shall be established by the ratio of the time the computer is operating on mailing room work to the total time the computer is engaged in work under other jurisdictions, as of the date of signing of this Agreement. If, for example, one-third (1/3) of the operating time of the computer is mailing room work, the Mailroom Department shall have one-third (1/3) of the total number of hours worked by the computer staff. Computer staff shall mean those employed on the computer, computer console and any equipment necessary to link input and output

devices. An employee shall perform any duties additional to monitoring which may be assigned to him. Console monitors will monitor any work being processed by the computer. The supervisor may only handle work under Mailroom Department jurisdiction when a Mailroom Department member who is part of the proportionate representation on the shift in which such work occurs, is engaged on computer work in the data processing centre.

During the initial six (6) months of a multi-purpose computer operation, while proportionate representation is being determined at least one (1) member of the Mailroom Department shall be assigned to each shift in the data processing centre for on-the-job training.

Following the initial six-month period, during which the proportionate representation has been determined by the Company and the union, a member or members of the Mailroom department shall monitor the computer in the determined proportion on every shift that staffing is required.

Proportionate representation shall be reviewed and adjusted at the end of each three-month period which may be extended by mutual consent.

c) TRAINING

In order that the Mailroom Department can provide sufficient competent members to meet the intent of this Agreement, the Company agrees to provide adequate training to enable members of the Mailroom Department (without loss of regular weekly wages) to become competent in programming, maintenance and other necessary work processes. The Company agrees that not less than one (1) member of the Mailroom Department shall be trained as a Programmer during the term of this Agreement.

d) MECHANICAL OR ELECTRICAL BREAKDOWN

During the period of any breakdown (mechanical or electrical), of any computer equipment processing mailing room work, the parties agree that the Company may use any other available outside computer equipment and personnel during the period of repair; and the Union agrees that its members will process the work during such period provided that, while repairs are being made, there shall be no reduction of mailing room staff.

10. GENERAL LAWS

The Company agrees to respect and observe the General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000 in effect at the time of signing this Agreement. The parties agree that the General Foreman shall be a member in good standing of the Union.

The Company has the right to hire a General Foreman from any source, provided he is a member of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

11. NEW PROCESSES

a) The Company shall give the Union three (3) months notice of intention to introduce any new process or equipment and reasonable notice of expansion of any process or equipment. Within ten (10) days of submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment.

Any new process or equipment which is a substitute for or an evolution of work previously or presently performed under the jurisdiction of the Union shall be under the jurisdiction of the Union. When new mailing room equipment or processes are introduced the Company shall select a sufficient number of journeymen situation holders to meet the intent of this Agreement and provide adequate training without loss of regular weekly wages to enable such members to become proficient in the operation, maintenance and repair of such equipment.

Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided, in no event shall a member be laid off or lose his preference claim who has not been retrained.

b) Any member desirous of becoming competent in all classes of mailing room work covered by this Agreement will be given, in priority order, that opportunity. A schedule shall be drawn up by the Foreman and Chapel Chairman. Members who apply under this section must be considered qualified for such training by the Union after discussion with the Foreman.

12. PROPOSALS FOR A NEW AGREEMENT

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

13. WAGES

a) Payment of wages shall be made weekly, within six (6) days of the expiration of each financial week.

b) Rates of wages will be:

Journeymen shall be paid as follows:

DAY SHIFT	NIGHT SHIFT	LOBSTER SHIFT		
Effective December 1, 2006				
\$39,264 per hour	\$44.68 per hour	\$46.276 per hour		
\$294.482 per shift	\$323.93 per shift	\$323.93 per shift		
\$1,472.411 per wk	\$1,619.652 per wk	\$1,619.652 per wk		
Effective Decemb	er 1, 2007			
\$40.442 per hour	\$46.02 per hour	\$47.664 per hour		
\$303.317 per shift	\$333.648 per shift	\$333.648 per shift		
\$1,516.583 per wk	\$1,668.241 per wk	\$1,668.241 per wk		
Effective December	er 1, 2008			
\$41.665 per hour	\$47.401 per hour	\$49.094 per hour		
\$312.416 per shift	\$343.658 per shift	\$343.658 per shift		
\$1,562.08 per wk	\$1,718.288 per wk	\$1,718.288 per wk		
Effective December 1, 2009				
\$43.113 per hour	\$49.06 per hour	\$50.812 per hour		
\$323.351 per shift	\$355.685 per shift	\$355.685 per shift		
\$1,616.753 per wk	\$1,778.428 per wk	\$1,778.428 per wk		

- 1. Journeymen working nights shall be paid an additional 10% over the weekly day rate .
- 2. Journeymen working lobster shift shall be paid an additional 10% over the weekly day rate.
- 3. Shift Foreman, when required, to receive 15% over journeyman's scale.
- 4. Assistant Shift Foreman (floor supervisors), when required, to receive 10% over journeyman's scale.
- 5. The receiver, when required, to receive an \$18.00 bonus per shift.

14. SATURDAY WORK

Journeymen and apprentice mailers will not be given their day off on a Saturday.

15. HOURS

- a) Seven and one-half (7-1/2) hours continuous work (excepting thirty (30) minutes for lunch) between the hours of 7:00 a.m. and 6:00 p.m. shall constitute a day shift.
- b) Seven and one-quarter (7-1/4) hours continuous work (excepting thirty (30) minutes for lunch) between the hours of 6:00 p.m. and 7:00 a.m. shall constitute a night shift.
- c) Seven (7) hours continuous work (excepting thirty (30) minutes for lunch) shall constitute a lobster shift. Any shift worked part day and part night shall be classed as a lobster shift.

The fifteen (15) minute paid coffee break shall be scheduled whenever possible for members to provide a break as close to the mid-point of the press run as possible both before and after lunch.

- d) In order to provide break relief, one (1) member will be added for every ten (10) members scheduled.
- e) When running through lunch, one (1) member will be added for every six (6) members scheduled in order to provide break and lunch relief. When not running through lunch, break relief will be as per Article 15 (e)

The Company will communicate its intentions regarding running through lunch with the weekly request for manpower (ie. Thursday for the following week).

- f) No employee covered by this Agreement shall be employed for less than a full shift except when discharged for cause or is excused at his own request.
- g) All members shall have at least a ten (10) hour layover between shifts.
- h) Five (5) shifts shall constitute a week's work.

16. OVERTIME

- a) Overtime shall be worked when required by the Company and shall be paid for at the rate of double time.
- b) Any fraction of one-half (1/2) hour shall be considered as one-half (1/2) hour and so on by the half hours. Work done before or after the regular working hours shall be paid for at the overtime rate.
- c) A member shall have the right to decline overtime for health reasons with the approval of the Chapel Chairman and Foreman.
- d) Whenever possible, the Company must give twenty-four (24) hours' notice for all overtime to be worked, except for regular editions.
- e) Upon completion of overtime no member shall be allowed to resume work until his regular call of time, except in an emergency.
- f) Meal money at the rate of \$10.00, will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for meal time. This time is not to be included in the overtime. charged, but meal money will be paid whether or not meal time is taken.

g) Not less than double time shall be paid for any shift worked in excess of five (5) within a financial week.

17. MANNING

Surrey Plant

a) The following manpower schedules on present production lines (stackers, tying machines and plastic wrap) shall be maintained as a minimum for the life of this Agreement, except where changes are made with new types of equipment. However it is agreed that modifications or alterations of present equipment or production lines shall not be construed as new equipment.

b) BASICCREW

- 1. One (1) member on each stacker when in operation.
- 2. One (1) member on each tying machine when in operation. Tying machines in tandem are considered to be a single machine
- 3. One (1) member on each plastic wrap when in operation
- 4. One (1) co-ordinator for each mailroom press line (2 mailing lines) when in operation
- 5. One (1) wrapper person for the Sun or Province if labels are not printed on line
- 6. One (1) console operator on a one (1) press operation. An assistant to be added when two presses are in operation. This assistant and the wrapper man shall perform whatever work is necessary to load the trucks
- 7. Two (2) members will operate a combined console for both the Vancouver Sun and the Province
- 8. Total Offloading
- One (1) man on stacker
- Two (2) men up to and including52 pages Speed 30,000 per hour
- Three (3) men up to and including 72 pages Speed - 30,000 per hour
- Three (3) men up to and including 100 pages Speed - 20,000 per hour
- Five (50 men over 100 pages Speed 20,000 per hour
- Changeover to be made every fifteen (15) minutes
- 9. Not less than one (1) member shall be on the loading dock at all times.

c) INSERTING - G.M.A. SLS 1000 INSERTING MACHINE

1. One (1) member to each main G.M.A. operating head - either hand fed or hopper loader - when the machine is in operation. One (1) additional member shall be added when the number of pages exceeds 36 tabloid pages.

d) **OPERATOR**

1. One (1) operator per G.M.A. machine when in productive operation. One (1) additional operator per

G.M.A. machine will be added when six (6) or more main operating heads are in use.

e) MOVER

• Eight (8) or less main operating heads in room:

	Movers in Room
one main head-up to and inclusive of 24 tab one main head greater than	None (0)
24 tab pages	one (1)
two main heads each insert less than and inclusive of 24 tab pages two main heads-one/both	none (0)
inserts greater than 24 tab pages	one (1)
three or more main heads on one G.M.A., but still eight or less in room	one (1)

2. More than eight (8) main operating heads in room:

	<u> Movers in Room</u>
more than eight (8) main	one (1) mover for
heads operating in room	every five (5) main
	operating heads

Marrara in Daare

- f) The General Foreman shall design a system to give members a relief period during press runs without disturbing production operations.
- g) Any part of a page shall be considered a page.
- h) The General Foreman may determine additional men may be added if necessary.
- i) In the event the G.M.A. SLS 1000 is run off line, the news section head will be manned as follows:
- 1. One (1) member to each operating head.
- 2. One (1) member straightening news section if news section is fifty-two (52) full pages or under (each head).
- 3. Two (2) members straightening news section if this section is over fifty-two (52) full pages.
- j) Should any additional changes in the above manning tables be necessary or if any additional inserting equipment is introduced into the mailing rooms during the life of this Agreement necessitating an additional manning table, the matter will be negotiated by the parties to this Agreement. Any negotiated changes in manning or new manning shall be set out in a letter by the Company to the Union and shall be considered part of this Agreement.

k) PRE - INSERTING

- 1. Four (4) members at the stacker end.
- 2. Members working on the inserting machine shall

be changed off every fifteen (15) minutes when members are available. When members are not available the inserting machine crew will rotate. Members on the inserting machine shall receive a relief period every one an one-half (11/2) hours while pre-inserting.

It is understood that **pre-inserting** is not performing inserting into any section of the newspaper run on-line.

I) VARIO DISK:

- 1. One (1) operator for each Variodisk station when the Variodisk is in use.
- 2. One (1) additional member will be added if any Variodisk has to be manually moved in or out of the station.

18. STATUTORY HOLIDAYS

- a) When a holiday is observed by the Company, the night before the holiday shall be the off-shift.
- b) The following days (or days celebrated in lieu of any of them) shall be considered holidays: Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, and the employee's birthday. Any additional days proclaimed as a public holiday by the Provincial or Federal Governments and any other holidays recognized by the Company by not publishing, shall be treated in the same manner as the aforementioned holidays.

With the exception of the employee's birthday, such holidays, if worked, shall be paid for at double time rates, plus the regular rate as outlined in Section 13. In the event that coverage of the employee's birthday would necessitate payment at premium rate, the employee shall receive another day off in lieu of that will not require coverage at premium rate. Provided that no situation holder or apprentice shall be permitted to work when a statutory holiday falls on his regular off-shift.

A holiday for regulars working days shall extend *from* midnight on the day prior to the holiday to midnight on the day of the holiday; for regulars working night or lobster shifts a holiday shall extend from noon on the day prior to the holiday to noon on the day of the holiday. Subs shall not be required to work at straight time at other than regular shift.

It is agreed that a sub shall replace an employee taking statutory holidays.

c) A situation holder or apprentice failing to receive a paid statutory holiday by reason of his day off falling on the holiday or the holiday occurring during his vacation period shall receive another day off in lieu of such holiday missed.

- d) For each statutory holiday that falls within the first thirty (30) days of employment with the Company, journeymen and apprentices will receive 4% of gross pay earned to date for the statutory holiday. Subsequent statutory holidays will be paid to the employees who continue to be available for the service of the Company.
- e) Pensioners and one-day slippers shall have four percent (4%) added to their pay cheques in lieu of statutory holidays.
- f) Situation holders, substitutes and apprentices who are absent by reason of a compensable accident, sickness, while acting for the Union on Company-Union business shall receive statutory holiday pay.

19. SUNDAY WORK

- a) Sundays for regulars working days shall extend from midnight Saturday to midnight Sunday; for regulars working nights or lobster shifts, Sunday shall extend from noon on Saturday to noon on Sunday. Subs shall not be required to work at straight time on other than regular shifts.
- b) All work done on Sundays, except for regular editions and overtime, shall be at double time. Provided, no employee shall be eligible for Sunday premium pay if he changes his show-up time over a weekend.
- c) Members scheduled to work Saturday night for a Sunday edition may go home at the completion of work for that Sunday edition, except for a skeleton crew that may be required to complete the edition. All members working the Saturday night shift for the Sunday edition shall be paid for the full shift unless they leave at their own request or are sent home for disciplinary reasons.

20. VACATIONS

- a) Members having one (1) or more years' service shall be entitled to fifteen (15) days' vacation with fifteen (15) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each ten (10) shifts worked, or major fraction thereof.
- b) Members having five (5) or more years' service shall be entitled to twenty (20) days' vacation with twenty (20) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one

hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each eight (8) shifts worked, or major fraction thereof.

- c) Members having ten (10) or more years' service shall be entitled to twenty-five (25) days' vacation with twenty-five (25) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each six (6) shifts worked, or major fraction thereof.
- d) Members having twenty (20) or more years' service shall be entitled to thirty (30) days' vacation with thirty (30) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this agreement. Such members working less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each five (5) shifts worked, or major fraction thereof.
- e) All employees who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e. maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.
- f) Vacation pay scale in each case shall be the straight time rate currently paid to the employee, or 2% of the previous year's T4 slip for each week of vacation, whichever is the greater.
- g) All vacations carried over from a previous year shall be taken prior to April 1 in said second year.
- h) Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- An employee leaving the service of the company shall receive pay for any unused vacation credits including the major fraction thereof for which he qualified.
- j) The privilege of vacation with pay shall be suspended during, but for no longer than, any period in which the union is unable to supply a sufficient

number of competent members (regulars and subs) to enable the Company to issue its' publications promptly and regularly at the straight- time rate of wages provided in this Agreement.

- k) A substitute shall replace an employee taking vacation.
- I) The time of the year that each employee shall take such a vacation shall be determined and arranged by the General Foreman after consultation with the Chairman of the Chapel, in order that there shall be no interruption in the publication of the newspaper. Choice of vacation periods shall be allowed in priority order.
- m) Computation of vacation credits shall commence on the date of employment.
- n) Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.
- o) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.

21. SEVERANCE PAY

Severance pay in a lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

Any substitute having worked one hundred and fifty (150) shifts in the previous calendar year shall be considered a situation holder for the purpose of this clause.

22, RELOCATION

- a) All regular situation holders shall be entitled to receive relocation pay on a reduction to the substitute board. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or fraction thereof with the Company, not in excess of fifty-two (52) weeks. Upon being reduced to the sub board an employee must decide within twelve (12) months whether he will continue on the slip board or take advantage of the relocation pay.
- b) Relocation pay will be based on continuous service as a regular and substitute including this twelve-

month period, as long as the substitute remains available for the service of the Company.

- c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two (2) years' or more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received.
- d) A senior employee has the option to claim relocation pay over a junior employee.

23. ACCIDENT PAY

In case of a compensable accident the Company will pay 100% of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee shall turn over to the employer his earnings from the Workers' Compensation as soon as received.

24. SICK LEAVE

a) Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.

For the first week of the first sick leave - full pay. For the first week of the second sick leave - full pay. For the first week of the third sick leave - full pay.

- b) "Week" shall mean, for the purpose of this Section, five (5) days not necessarily consecutive days.
- c) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company shall bear the cost (if any) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- d) No deductions for sick leave shall be made from overtime or vacation credited to the employee.

- e) The Company will fund 2% of straight time wages for short-term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short-term sickness.
- f) A joint Company-Union committee comprising two (2) representatives of each party shall be established to ensure that there is no abuse of sick leave provisions. It is recognized that the incidence of legitimate sick leave should not exceed one per cent (1%) of the total number of shifts worked in the previous year, however, no individual shall be deprived of sick leave other than as provided for in (g) below.
- g) Any employee who is found to have abused sick leave provisions of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the Committee, be eligible to claim sick leave under this section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance Procedure.
- h) In their first calendar year of employment, substitutes shall be entitled to claim sick leave on the basis of one (1) day's sick leave for each eleven (11) shifts worked to a maximum of fifteen (15) days provided that they would normally have been employed on the day that they were sick. Effective January 1 of the second calendar year of employment, substitutes would be eligible for the number of sick days earned in the preceding year of employment to December Notwithstanding the above, substitutes shall be eligible to claim one (1) day's sick leave for each eleven (11) shifts worked up to a maximum of fifteen (15) sick days in the second year of employment provided that they would normally have been employed on the day that they were sick.

Substitutes who work less than one hundred and sixty-five (165) shifts shall be entitled to claim sick leave in the next calendar year on the basis of one (1) day's sick leave for each eleven (11) shifts worked, provided that they normally would have been employed on the day that they were sick.

Substitutes who work a minimum of one hundred and sixty-five (165) shifts in a year shall be entitled to claim sick leave in the next year on the same basis as regular employees, provided that they normally would have been employed on the day that they were sick.

 Substitutes who are absent by reason of compensable accident, sickness, paid excused absence or while acting for the Union on Company - Union business shall accrue sick leave as if such days had been worked.

25. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight-time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of jury duty and work and the combination requires a sixth shift, the sixth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his regular straight-time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

26. LUNCHTIME

- a) No member shall be required to work more than four and one-half (4 1/2) hours without a lunch period.
- b) Thirty (30) minutes shall be allowed for lunch, unless otherwise agreed by the Union.

27. CALL-BACKS

- a) Employees who have left the building and are called back shall be paid for time worked, but not less than four (4) hours plus all travel time, all at the overtime rate.
- b) The callback shall not apply in case of emergency or when men have been notified in advance that they will be required to work overtime.

28. APPRENTICES

- a) It is agreed that a minimum of four (4) apprentices shall be employed in the mailroom at all times on a five (5) shift per week basis. The number of apprentices may be increased by mutual agreement of the parties.
- b) A Joint Apprenticeship Committee composed of two (2) representatives of the Company and two (2) representatives of the Union shall be selected by the parties of this Agreement. All provisions of this Agreement affecting apprentices shall be under the jurisdiction of this committee which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. Should the committee fail to agree on any question the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decisions shall be final and binding.

- c) Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by the General Laws) before being admitted to journeyman membership in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice, and the term of his apprenticeship may be shortened to the extent of such accelerated advancement.
- d) Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labour.
- e) No apprentice shall be employed on overtime work until all available journeymen have been hired. At no time shall an apprentice have charge of a department.
- f) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training on all work within the jurisdiction of the Department. (Apprentices must be trained on all phases of maintenance and repair of mailing room equipment.) The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment.
- g) Should an apprentice be careless and neglectful of their duties, their case shall be referred to the Joint Apprenticeship Committee for examination and action.
- h) Apprentices shall undergo periodic examinations before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this agreement. The employer or his representatives has the right to be present and take part in any and all examinations.
- i) Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this Agreement whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such fact must be set forth in the report.
- j) Apprentices shall receive not less than the following rates of wages: First six (6) months, 60 percent of scale, starting with the seventh month and every six (6) months thereafter, five (5) percent increase.

	1 st 6 mos.	2 nd 6 mos.
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

29. FOREMEN

a) The General Foreman has the right to employ help and may discharge: 1. For incompetency, 2. for neglect of duty, 3. for violation of office rules, which shall be kept conspicuously posted and which shall in no way conflict with the rights of employees under accepted Communications, Energy and Paperworkers Union of Canada General Laws, and 4, to decrease the staff.

A discharged member shall have the right to challenge the fairness of any Company rule which is applied to bring about his discharge.

b) The General Foreman shall not be disciplined by the Union for carrying out the instructions of the Company authorized by this Agreement.

No Union Representative shall be interfered with, nor discriminated against by the company for carrying out the written instruction of the Union governing the interpretation, application or alleged violation of this Agreement.

c) The operation, authority and control of the mailing room shall be vested exclusively in the Company, through its representative, the General Foreman. In the absence (off days, sickness, vacation or leave of absence) of the General Foreman, he shall designate and post who will be Foreman during his absence and such designated person shall be vested with the full authority granted by this Agreement to the General Foreman.

The General Foreman may also designate and post an assistant to represent him as acting foreman on each shift, who shall be a member of the Union and shall have full authority of the General Foreman except that he may not discharge employees or change Company rules

- d) The question of competency shall be determined by the work done by the employee and the General Foreman shall be the judge of competence. If a member has a complaint against the General Foreman as to his discharge, and such complaint cannot be adjusted by negotiation, then the matter shall be referred to the Joint Standing Committee.
- e) A journeyman discharged for any reason, may demand and the foreman shall give in writing the reason for discharge provided such demand shall be made within seventy-two (72) hours after the journeyman is informed of the discharge.

30. EXTRA WORK

- a) Employment other than regular situations shall be classed as extra work and shall be given out in priority.
- b) The substitute oldest in continuous service shall have prior right to fill the first vacancy.
- c) When substitutes are hired by the Company five (5) days in each of two (2) consecutive financial weeks, regular situations shall be created based on the minimum number of substitutes hired on any one day in the said fourteen (14) day period.
- d) Substitutes who lose work due to violation of subsection (c) shall receive one (1) shift's pay for each shift lost.
- e) Priority members shall have a choice of new shifts, new starting times and new days off. Provided that changes shall be made only when new openings occur.

31. RETIREMENT

No member shall be compelled to retire at any given age.

32. EARLY RETIREMENT

Commencing on January 1, 1975, and each January 1st thereafter, every employee, in each calendar year, shall receive one (1) day's credit after having passed his sixth (6th) anniversary date, two (2) days' credit after having passed his eleventh (11th) anniversary date, five (5) days' credit after having passed his twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1st thereafter, every employee in each calendar year, shall receive three (3) days' credit after having passed his nineteenth (19th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their fifth (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year-end in the year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned.

Early retirement benefits shall be computed in the same manner as vacations are pro-rated.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

33. ELECTIONS

All members eligible to vote shall be allowed adequate voting time in any Federal, Provincial, or Civic election.

34. HEALTH AND WELFARE PLANS

- a) The Company shall pay the total cost of providing benefits as follows:
- 1. Medical Services Plan of B.C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to B.C.
- 2. Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implant and repairs to a maximum of \$1,000.00 per ear every five (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum of \$700. every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1,000,000.
- 3. Group Life insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employees' annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within 30 days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one month may retain membership in the above three plans by paying premiums for each month's absence following a complete month's absence.

- 4. Short Term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employees' weekly salary.
- 5. Long term disability coverage for employees who qualified for short term disability benefits:
 - i. 16th week through 27th week 70% of employees' wages on the first day of disability.
 - ii. 28th week through to age 65 60% of employee's wages on the first day of disability.

Employees who go on a leave of absence in excess of one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three months' absence.

All active long Term Disability claimants shall have their monthly payment increased by 5% on March 1st of each contract year.

b) The Company shall continue to pay for benefit plans during absences, due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.

35. WORK BANK

It is agreed that effective December 1, 2006 there shall be \$6.66 per shift per employee banked to the credit of the membership of the Union who are employed by Pacific Newspaper Group Inc., a CanWest Company. Effective December 1, 2007 the above figure shall be increased to \$6.86. Effective December 1, 2008 it shall be increased to \$7.07 and a further increase to \$7.32 on December 1, 2009. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty) and the funds accumulated shall be distributed in a manner determined by the Union.

New employees hired after the date of ratification (July 1999) will be required to join the Welfare Plan for CEP members.

36. PENSION PLANS

THE PACIFIC PRESS, A DIVISION OF SOUTHAM INC. PENSION FUND

The Pacific Press, a Division of Southam Inc., formerly Pacific Press Limited, Pension Plan and Trust Fund created pursuant to the Agreement and Declaration of Trust entered into as of January 1, 1973 between the Unions, the Company and certain individual trustees shall continue to operate during the term of the current Collective Agreement pursuant to the terms of the Agreement and Declaration of Trust and Plan Document appended thereto.

Participants in the Plan shall make contributions to the Plan equal to 5% of their earnings.

The Company shall make contributions in an amount equal to 5% of the earnings of each employee who participates in the plan. "Earnings" shall mean amounts received as compensation from the Company, inclusive of salary and wages paid, overtime pay, bonuses and commissions but exclusive of payments under a suggestion plan, payments

under a profit-sharing scheme or any other benefits not forming part of the employee's salary or wages.

The Company shall, without charge, continue to assist each Board of Trustees in the administration of the Plan by taking employee deductions with respect to required and voluntary contributions, remitting these amounts as well as required Company contributions to that fiduciary selected by each Board to act as custodian with respect to assets of their Plan, maintaining appropriate records as to each Plan participant's credits under the Plan, reporting those to the Plan participants and working with each Board and its actuary in the processing and payment of benefits due to participants.

Any records, exclusive of payroll records shall be the property of the Board of Trustees and shall be available for review at any reasonable time by the Board. Information held by the Company on payroll records shall be made available for review (at any reasonable time) by the Board.

Should it be decided, at some point of time, by the Board to have the administration of the Plan handled by a third party administrator, the Company agrees to provide such administrator all records which are the property of the Board and any other information which constitutes a part of the Plan records. In this event, the Company agrees it would continue to carry out such functions as taking employee deductions, reportings, required data, etc., as is required by the Administrator to properly carry out his duties.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Press, a Division of Southam Inc., formerly Pacific Press Limited, Pension Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs ordered by the Pension Superintendent resulting from buyouts or restructuring of the workforce.

37. BEREAVEMENT PAY

A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:

- a) Five (5) days in the event of the death of the employee's spouse, child, mother or father.
- b) Five (5) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 Kilometres from Vancouver.
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 Kilometres from Vancouver.

For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-inlaw, grandparents, and grandchildren.

38, UNION DUES CHECK-OFF

The Company shall deduct membership dues weekly from the earnings of each member of the Mailroom Department working for the Company and shall remit said funds to the Union weekly. Membership dues shall be deducted from members' earnings weekly in accordance with the schedule of dues rates furnished the Company each month by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Company in the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECK OFF

Communications, Energy and Paperworkers Union of Canada, LOCAL 2000 UNION DUES

To: Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc.:

I hereby assign to the Communications, Energy and Paperworkers Union of Canada, Local 2000 and authorize you to deduct weekly from any earnings as your employee, an amount equal to all union dues levied against me by the Union for each calendar month following the date of this assignment. I hereby authorize and request you to remit the amount deducted to the Communications, Energy and Paperworkers Union of Canada, Local 2000.

(Employee's Signature)

(Date)

39. SANITATION

- a) There shall be furnished at all times a healthful, sufficiently ventilated, properly heated, and well lighted place for the performance of all work done in the mailroom department; Communications, Energy and Paperworkers Union of Canada, Local 2000 reserves the right to secure the services of sanitation and ventilation experts, at its expense, whose report shall be submitted to the Company, who shall have the privilege of submitting said report to the Municipal Health Officer for verification and whose ruling shall be final and carried out forthwith.
- b) The Company agrees that it will require its suppliers to provide evidence that new chemicals being introduced into the plant are non-injurious when used as directed.

- c) Prior to the introduction or use of any new chemicals in the department, such chemicals, if not previously tested and proven to be noninjurious to the employees, shall upon request be submitted to the B.C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the health of the employees within the department. Such confirmation recommendation by the B.C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Agreement.
- d) Effective January 1, 2003, regularly employed personnel will be reimbursed up to three hundred (\$300.00) for every two calendar years, upon provision of a receipt(s), for the purchase or repair of safety

40. LEAVE OF ABSENCE

1. Maternity leave of up to one year will be granted upon request and in conformity with the time periods specified in the Employment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, or shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returnina.

For each pregnancy maternity benefits shall be paid as

- i. where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows: I,..., agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.
- ii. The employee shall receive weekly benefits as follows: for the first two weeks - 95% of full pay; for the next 15 weeks, the difference between the amount received from EI and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she has been employed for twelve (12) months by the Company.

- 2. Parental leave available to the natural or adoptive parents will be provided as follows:
- i. Up to five (5) days (three (3) days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or
- ii. Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.

At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (2) (ii) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.

41. WASH-UP

Where necessary wash-up time will be allowed in all departments and such time will be arranged between the department manager and chapel chairman. If wash-up time extends beyond the normal shift, overtime will be paid at straight time rates.

42. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document.

The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

43. LETTERS OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2004 to 2006 Collective Agreement, unless otherwise specifically stated:

- 1. Health and Safety.
- 2. Re Appendix A & B
- 3. Start Times
- 4. Stuffers.
- 5. Management Health and Welfare Plans
- Relocation Pav
- 7. New Equipment Manning
- 8. Board Opening
- 9. Recognition of Benefits Coverage
- 10. Sick Leave
- 11. Article 7(a) Bulking
- 12. Obligation to Supply Men
- 13. Union Protection
- 14. Letters of Discipline
- 15. Subs Benefits
- 16. Training

President

- 17. Non Replacement
- 18. Joint Committee

44. LETTERS OF INTENT INDEX

1. Letter of Intent Re: Article 17(g)

I N WITNESS WHEREOF, we have hereunto set our hands and seal			
this	day of		2007.
PACIFIC N	EWSPAPER GRC MediaWorks Pu	OUP, a division of ublications Inc.,	CanWest
	,	GY AND PAPERV DA, LOCAL 2000	ORKERS

Secretary-Treasurer

LETTER OF AGREEMENT #1

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

- 1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - i) chemical information and training
 - ii) accident investigation/recommendation procedure
 - iii) emergency evacuation procedures
 - iv) communications
 - v) asbestos health problems, documentation and treatment
 - vi) electronic surveillance
 - vii) safety shoes

DATED

- 3. The Company and Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.
- 4. The Company shall adhere to all applicable laws affecting health and safety.

2007.

For the Company:	
For the Union:	_

LETTER OF AGREEMENT #2

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: APPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Press Short Term Disability Benefits and Life and Long-Term Disability Benefits as agreed between the above parties covered by Collective Agreement entered into on the date hereof (hereafter referred to as the Collective Agreement) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreement is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreement except as mutually agreed to by the above parties.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #3

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

START TIMES

IT IS AGREED that in no event shall a regular situation holder be required to commence work at more than one starting time within a financial week unless otherwise agreed to by both parties.

Starting time is defined as any period within two hours of the starting time of the previous shift worked, provided the majority of the publication week remains constant and the variance on hours is related to production needs. To clarify, a change in starting times

is not meant to be compounded. For example, a start time of 4:00 p.m. on day one may allow for a start time of up to 2:00 p.m. or 6:00 p.m. on day two, but does not permit a movement to 12:00 noon or 8:00 p.m. on day three.

However, the present number of combination shifts may be maintained.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #4

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc...

COMMUNICATIONS. ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

STUFFERS

The Company may employ stuffers after all Mailers are employed, such stuffers to be members of Communications, Energy and Paperworkers Union of Canada, Local 2000. Rates of wages for these stuffers are to be 60% of day scale plus 15% for benefits which is:

December 1, 2006 to November 30, 2007 - \$220.863

December 1, 2007 to November 30, 2008 - \$227.487 per shift.

December 1, 2008 to November 30, 2009 - \$234.312

December 1, 2009 to November 30, 2010 - \$242.514 per shift.

It is agreed the present practice of confining stuffers to inserting only shall be continued.

In the event the Company installs a new conveyor system for stuffing, stuffers may place inserted papers on the conveyor. In the event the Company installs a continuous conveyor system for stuffing, stuffers may take papers off a moving conveyor for

the purposes of inserting only and may put the inserted papers back on a moving conveyor. Any onloading, off-loading or movement of more than one bundle of papers shall be by Mailers.

All present full-shift hire for stuffers to remain full-shift hire (e.g., Thursday night, Friday night, Saturday). In the event the Company introduces area distribution, stuffers may be hired for a minimum of four (4) hours or seven and one-half (7 1/2) hours. If such stuffers work in excess of four (4) hours on a four-hour hire. they shall be paid at overtime rates for the first hour of overtime. If they are employed for more than one (1) hour of overtime, they shall receive a full shift pay. Stuffers on a seven and one-half (7 1/2) hour hire shall receive overtime for all work in excess of seven and one-half (7 1/2) hours as is present practice.

2007.

For the Company:	
For the Union:	

LETTER OF AGREEMENT #5

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc...

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

MANAGEMENT HEALTH AND WELFARE PLANS

a) IT IS AGREED that the General Foreman may opt to be covered by the management health and welfare plans.

DATED		2007.
	For the Company:	
	For the Union:	

PART E MAILROOM DEPARTMENT 17

SUPPLEMENTARY AGREEMENT #6

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. LOCAL 2000

RE: RELOCATION PAY

Notwithstanding Article 22 – RELOCATION the Union and the Company agree that any new situations created by Article 30(c) – EXTRA WORK after date of ratification shall not be entitled to relocation pay if reduced to the sub board due to the fluctuation of the insert business. Any such reduction will not constitute a 'board opening'.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #7

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

NEW EQUIPMENT MANNING

During the life of the Collective Agreement no changes to the manning levels in Section 17(g), as agreed to by the parties, for the new equipment will be allowed unless it is mutually agreed to by the signatory parties to this Agreement.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #8

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

BOARD OPENINGS

The Union agrees to open the priority board four (4) times during each calendar year. Changes of days/nights off for Regular Situation holders will be restricted to these board openings; unless agreed to by the Company and Union or when new openings occur.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT#9

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RECOGNITION OF BENEFITS COVERAGE

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

For the Company:
For the Union:

DATED ______ 2007.

LETTER OF AGREEMENT #10

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

COMMUNICATIONS. ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

SICK LEAVE

- A. The following deals with Sick Leave, as opposed to short and long-term disability.
- 1. The Company will convene regular Sick Leave Committee Meetings.
- 2. The committee will:
- i Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.
- ii Follow-up to ensure that the appropriate reviews take place on a timely basis.
- iji Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.
- iv Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
- v Meet no less than twice per year.
- 3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.
- 5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon independent medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.
- 6. If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential resolution. Legal counsel will not be used in presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.
- 7. Costs associated with the use of a Troubleshooter shall be shared between parties

pursuant to Section 103 of the Labour Relations Code.

- B. The following proposal deals with short and longterm disability plans:
- Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
- 2. The Company, the Union and the Troubleshooter will agree on a list of independent Physicians to be used.
- 3. Employees receiving disability benefits will not be retroactively cut off.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #11

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: ARTICLE 7(G) BULKING

Notwithstanding Article 7(g), the Union and Company agree that there shall be a minimum of one (1) key bundle per home delivery route. The parties also agree that present practices in preparing for and production of the bundles shall continue.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #12

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: ARTICLE 2 OBLIGATION TO SUPPLY

The Union reaffirms its obligation to supply sufficient competent journeymen at straight time to meet the normal requirements of the Company. The Union and Company agree to meet at the request of either party to discuss and implement adjustments to the sub board and/or apprentices to meet this requirement.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #13

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

UNION PROTECTION

There shall be no interference or attempt to interfere with the operation of the Union.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #14

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

LETTERS OF DISCIPLINE

Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #15

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc..

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

MAILROOM DEPARTMENT SUBS BENEFITS

To determine initial enrolment for benefits to commence on the first day of the month following the 13-week qualifying period, substitutes who work and/or make themselves available for work, qualify on the following basis:

13 Week Quarter

Shifts Worked

Shifts Available for Work (in addition to days actually worked)

24

25

To continue to be eligible for benefits, substitutes who work (or are paid for) shifts and make themselves available for work, qualify on the following basis:

125

26 Week Period

Shifts Worked

Shifts Available for Work (in addition to days actually worked)

58

40

Review dates for determining continued eligibility will be the end of the first week of November and the end of the first week of May of each year. Furthermore, it is agreed that those who fail to continue to qualify based on the preceding six months will be kept on the plans (excluding stats and bereavement leave) at the employee's option for the next six (6) month review period with the full cost prepaid monthly by the employee. Should they fail to qualify in the next six (6) months (ie., second consecutive six (6) month period in which they fail to qualify), benefits coverage will cease with the Company. In requalifying, the best three (3) consecutive months out of six (6) months until the next review date will be used. If an employee's slip is pulled by the Chapel Chairman, benefits cease as at that date.

Benefits:

- Medical Services Plan of B.C.
- 2. Extended Health
- 3. Group Life Insurance

This agreement will expire at the end of this 2006-2010 contract term unless renewed by the parties to the contract.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #16

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. LOCAL 2000

TRAINING

A joint committee consisting of two (2) Union and two (2) Company representatives will meet at least every four (4) months to determine the training needs of employees. The role of the committee will be to

canvass the employees to identify areas where more training is needed. In addition they will recommend such training and implement training initiatives of the Company.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #17

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc..

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: NON REPLACEMENT

It is agreed by the Union and the Company that the following absentees may not require substitute coverage when the "base" crew is greater than the "required" crew.

- Voluntary Statutory Holidays
- Book-offs
- Sickness in the 1st week of any illness

It is agreed that this Letter of Agreement may supersede sections of the Collective Agreement that pertain to Substitute coverage in the above noted areas.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #18

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc..

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: JOINT COMMITTEE

The parties agree that during the life of the agreement, a joint committee will be established to examine and address workplace efficiencies and ongoing cost structure issues in the mailroom.

Key issues to be examined are, (but not limited to):

- Straight Time labour
- Zoning and Market Coverage
- Manning Levels
- Market Conditions
- Workflow
- Job Classifications/Qualifications
- Alternate revenue opportunities

Upon mutual agreement, the committees shall have the full authority to implement changes and/or amendments to the collective agreement.

JATEU	For the Company:	2007.
	For the Union:	

LETTER OF INTENT #1

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: ARTICLE #17

The negotiation of Article 17(g) for new equipment was reached on the following understandings:

- 1. The Coordinator would not be required due to the automation of the zoning of inserts.
- 2. A combined console will further consolidate and automate the mailroom functions for both the Sun and the Province.
- 3. Trucks arriving at the loading dock will be identified electronically, by the member on the dock.

Should the equipment not be as stated, the parties agree to negotiate on the manning for these areas.

DATED		2007.
	For the Company:	
	For the Union:	

PART E MAILROOM DEPARTMENT

NEWSPAPER AGREEMENT

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART "F"
PRE PRESS DEPARTMENT
(Platemaking/Scanning)

- I. RECOGNITION
- 2. JURISDICTION
- 3. DUES CHECK-OFF
- 4. WAGES
- 5. HOURS
- 6. CALL-IN & REPORTING PAY
- 7. OVERTIME
- 8. SUNDAY WORK
- 9. STATUTORY HOLIDAYS
- 10, VACATIONS
- 11. EARLY RETIREMENT
- 12, PERSONNEL& MEDICAL FILES
- 13. SEVERANCE PAY
- 14. APPRENTICES
- 15. TECHNOLOGICAL DEVELOPMENTS AND/OR

CHANGE

- 16. SETTLEMENT OF JURISDICTION DISPUTES
- 17. COMPUTERS
- 18. ESTABLISHMENT OF JOINT STANDING

COMMITTEE

- 19. INTERPRETATION AND GRIEVANCE PROCEDURE
- 20. SICK LEAVE
- 21. HEALTH AND WELFARE PLANS
- 22. PENSION PLANS
- 23. STRUCK WORK
- 24. PICKET LINES
- 25. SAFETY
- 26. INDIVIDUAL RIGHT OF EMPLOYEE
- 27, NO INDIVIDUAL CONTRACTS
- 28. JURY DUTY
- 29. BEREAVEMENT LEAVE AND PAY
- 30. ACCIDENT PAY
- 31. DEPARTMENT CONDITIONS
- 32, GENERAL
- 33. RELOCATION PAY
- 34. TERM OF AGREEMENT
- 35, TERMINATION SIGNATURE
- 36. APPENDIX "A", 525-M PENSION PLAN
- 37. LETTERS OF AGREEMENT INDEX

PREAMBLE

THIS AGREEMENT made and entered into this _____ day of _____ , 2____ by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union.

Newspaper work is engraving for primary publication in the editorial and news features of the Company's publications or for the Company's promotion or publicity purposes. It is understood that Photocomposition in the Composing Room of the Company, advertising copy (including illustrations) to appear in the Company's own newspapers in conjunction with the said Photo-composition shall also be considered newspaper work.

Section 1.2

The wages, hours and working conditions set forth in this Contract will apply so long as the Company engages in newspaper work and/or commercial work. It is specifically understood and agreed, however, that the Company may engage in the production of any work or processes encompassed within the jurisdiction of the union, other than newspaper work. Such work shall be classified as Commercial work.

COMMERCIAL WORK

Allowable commercial work shall be any pre-press products requested by a customer of the Company's newspaper produced at Pacific Newspaper Group or other division or subsidiary of CanWest.

In recognition of the foregoing, the Company shall contribute one percent (1%) of total earnings on behalf of each employee to a fund or plan as directed by the Union.

The foregoing may only be altered by mutual agreement of the parties hereto, in writing.

WITNESSETH: Both parties to this Agreement mutually agree that their object is for the good and welfare of employer and employee alike and in the interest of collective bargaining and the promotion of industrial peace; and that they will at all times abide by and observe the terms and conditions as hereinafter set forth and agreed upon.

1. RECOGNITION

1) The Union is hereby recognized by the Company as the sole and exclusive bargaining agency

of the employees covered by this Agreement for the entire period of this Agreement.

- 2) Except as hereinafter provided, the Company shall employ none but members of the Union in good standing to do any work which comes under Union jurisdiction. This provision includes foremen. No employee shall be required to handle any work which has not been executed in its entirety by members of the Union.
- 3) In consideration of the exclusive employment of members of the Union as herein provided, the Union agrees to furnish the necessary competent workmen. In the event of the Union failing to supply competent workmen within ten (10) days after formal request has been made, the Company shall have the right to secure the necessary workmen from other sources, provided such workmen shall be paid not less than the minimum rate of wages stipulated for journeymen in this Agreement, and provided further that such workmen shall make application to become members of the Union within thirty (30) days. Should such applicant fail to qualify for membership, according to the laws of the Communications, Energy and Paperworkers Union of Canada, he/she shall be retained only until the Union is able to furnish the required journeymen in accordance with this Agreement.

As a further aid to securing competent journeymen, the Union agrees to circulate the job application nationally on the eighth day provided that a Communications, Energy and Paperworkers of Canada, Local 2000 member has priority for the position for ten (10) days.

4) Should any vacancy advertised by the Company in accordance with Section 3 above be filled by a permit holder (i.e., anyone who does not hold a card in the Union), such vacancy shall be deemed to be still open until a competent journeyman is found, as per this Agreement. In the event that a job is not filled by a journeyman or any other, it shall be the duty of the Union to verify as to whether the job is still open. In the event the Company changes its requirements after applying to the Union for a journeyman, it shall immediately inform the Union Office the position is cancelled.

2. JURISDICTION

1) Employees, including shop superintendents and foremen, engaged to do work as defined in Section 2 following, shall be employed in accordance with terms and conditions hereinafter set forth. Only members of the Pre Press Department of the Union shall perform the work described below.

The process of photoengraving and its attendant work thereto is defined as being and is all operations of the process pertaining to the production of photoengraving plates, lithographic plates, offset negatives and gravure cylinders and plates of any substance or material from copy or from originals and/or subjects when furnished in lieu of copy up to the finished product.

All material to be reproduced for printing purposes shall serve as copy for the photoengraving camera and be processed and completed under present or future operations by members of the Union, during the life of this Agreement.

2) The jurisdiction of the Pre Press Department of the Union over the process of photoengraving as defined, includes photography and the handling and processing of all negatives and positives of photocomposed type, film or other copy for reproductive purposes except for rough proofs to advertisers; colour scanning; stripping; printing; etching; finishing; engraving; tint laying; proofing of engravings, including good quality proofs of type for reproductive purposes; routing of engravings; blocking and mounting; making of offset negatives; dot etching; operation of photo-composing machines such as step and repeat machines; and other lithographic preparatory work; making of masks for colour separations and other purposes, including dropout on plates or negatives (this does not apply to masks attached to original copy); retouching, including opaquing of positives and negatives; layout and makeup work of all kinds to include the traditional set-up, assembly and positioning necessary and required for the completion of the process; the marking of proofs and papers to indicate colour and other corrections to be made on plates: all correction and re-etching of plates; the operation of electronic platemaking devices and machines, producing original plates of such material as Dycril; the exposure, development and making of autopositives or film and plates of similar nature used in photoengraving as defined; the making of acetate colour proofs, the making of blue, silver, ozalid and velox prints.

The making from copy of negatives or positives of type, hand lettering, illustrative and decorative material by the method of photography as presently practised by members of the Union, is part of the process of photoengraving as defined. Stripping and printing of these negatives and positives is also part of the process of photoengraving as defined. Where those negatives and positives are to be combined with the product of photo-type-setter, which is received as copy, by the method of stripping as presently practised by members of the Pre Press Department of the Union, they shall continue to be

stripped by members of the Pre Press Department of the Union.

It is understood and agreed by both parties that where cold type or like process is to be used, that material to be used as copy for the photoengraving camera shall include up to a full page pasteup of type, either in photo-composed or repro proof form.

It is further understood that where illustrative material is to appear on a page, the members of the Pre Press Department shall perform all functions such as stripping of the illustrations, camera work, and engraving to complete the operation.

The jurisdiction of the Pre Press Department shall include all work which is awarded to the Union under the Settlement of Jurisdiction Disputes Article of this Collective Agreement.

Should the Company during the life of this Agreement, install any equipment or adopt any process which functions as a substitute for or evolution of, work previously or presently being done by the Pre Press Department of the Union, the Company agrees to recognize the jurisdiction of the Pre Press Department of the Union over such equipment or process. It is not the intention of this Article to require the Company to invade the recognized jurisdiction as presently practised or the direct evolution of that jurisdiction of any other Union, provided that this does not conflict with the recognized jurisdiction as presently practised or the direct evolution of that jurisdiction of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

The Company agrees to notify the Union of its intent to install any equipment or process to be used in any of the processes or work practices outlined in the foregoing. Should such installation relate to the jurisdiction outlined in this Agreement, the Union shall be given ninety (90) days' notice. The Company further agrees that it will make no other agreement, written or verbal, with any person or persons other than the Union to **do** or have done any of the work outlined above. It is understood and agreed that only members of the Pre Press Department of the Union shall be permitted to perform any of the functions or operate any of the equipment referred to herein.

4) Should the Company establish a videotex system or similar system in Vancouver (lower mainland) it is agreed that all work done within Pacific Newspaper Group Inc. for such a system will be done by members of the Pre Press Department at Pacific Newspaper Group Inc. Also that the re-working of material in such a system at Pacific Newspaper Group

Inc. is recognized as falling within the jurisdiction of the Pre Press Department.

5) The Company shall furnish the Union a list showing. name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

3. DUES CHECK-OFF

- 1) The Company agrees, upon receipt of signed authorization, to deduct from the earnings of each employee, Union dues as authorized and transmit same to the Union office not later than the tenth day of the following month. The Company shall at the time of making such payment to the Union, submit a typewritten statement, in the manner requested on the forms supplied by the Union for this purpose. Cheques to be made payable to the Communications, Energy and Paperworkers Union of Canada, Local 2000. It is agreed that the Union dues will be deducted from employee earnings each pay day.
- 2) Such authorization shall not be revocable for a period of one (1) year or until the termination date of this contract or renewals thereof, or until termination of employment, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Company.

4. WAGES

Effective December 1, 2006 to November 30, 2007 DAYS SHIFT AFTERNOON/NIGHT SHIFT \$42.069 per hour \$47.637 per hour \$368.103 per shift **\$404.913** per shift \$1,472.411 per week \$1,619.652 per week Effective December 1, 2007 to November 30, 2008 DAYS SHIFT AFTERNOON/NIGHT SHIFT \$49.066 per hour \$43.331 per hour \$379.146 per shift \$417.06 per shift \$1,668.241 per week \$1,516.583 per week Effective December 1, 2008 to November 30, 2009 DAYS SHIFT AFTERNOON/NIGHT SHIFT \$50.538 per hour **\$44.631** per hour \$390.52 per shift \$429.572 per shift \$1,562.08 per week \$1,718.288 per week Effective December 1, 2009 to November 30, 2010 DAYS SHIFT AFTERNOON/NIGHT SHIFT \$46,193 per hour \$52,307 per hour \$444.607 per shift \$404.188 per shift \$1,616.753 per week \$1,778.428 per week

- 2) The afternoon rate shall be 10% over the weekly day shift rate.
- 3) The night rate shall be 10% over the weekly day shift rate.
- 4) Shift Foreman, when required, to receive 12 1/2% over journeyman's scale.
- 5) Charge Hands, when required, to receive a \$18.00 bonus per shift.
- 6) There shall be no reduction in wages during the life of this Agreement. The term "wages" shall mean all forms of compensation. The negotiated wage increments shall be a scale and general increase and those journeymen receiving over the minimum wage scale shown herein shall receive the same increases that were applied to the scales applicable to the shift on which they are employed.
- 7) All wages are to be paid in full on a designated pay day. If a pay day falls on a statutory holiday, wages shall be paid the previous day.

5, HOURS

1) The weekly schedule of hours shall be equally divided into four (4) shifts and shall constitute a week's work, as follows:

Day shift	35 hours-8 3/4 hours/day
Afternoon shift	34 hours-8 1/2 hours/day
Night shift	34 hours-8 1/2 hours/day

2) The hours of work for each shift shall be established within the following periods:

Day shift between 6a.m. and 6p.m.

Afternoon shift 1 between 12 noon and 12midnight

Afternoon shift 2 between 3p.m. and 3a.m.

Night shift between 6p.m. and 6a.m.

3) There shall be no less than twelve (12) journeymen employed full time, excluding the general foreman. This number may only be reduced through the acceptance of Voluntary Staff Reduction Buyouts on the following basis:

The Buyout agreement must be that negotiated with the Union.

For each Voluntary Buyout the number will be reduced by one (1).

4) Employees shall have a minimum of two (2) consecutive days off. Where practical, one (1) shall be a Saturday or Sunday. If one (1) of their consecutive days off is not a Saturday or a Sunday, they shall have three (3) consecutive days off. This does not prevent employees from having three (3)

consecutive days off including a Saturday and/or Sunday, where practical to do so.

The foregoing may be altered only by mutual agreement of the foreman and the employee concerned.

Employees may rotate days off.

A uniform regular interval of one-half (1/2) hour shall be allowed for lunch on each shift and shall be scheduled not later than five (5) hours from the beginning of a shift. In no case shall said luncheon period be considered the time of the Company.

5) Hours of work shall be uniform for the whole shift. When the usual hour for starting work is to be altered, a week's notice shall be given by the Foreman to the employees to be affected.

Thirty (30) days' notice shall be given if there is to be more than a one (1) hour change in starting time.

Work performed within the day hours shall be paid for at the day rate, except in the event of an afternoon or night shift person having to fill a situation on days temporarily, he shall be paid his regular shift rate.

6) Four (4) shifts within a financial week shall constitute a week's work.

6. CALL-IN AND REPORTING PAY

- 1) After starting work, no employee shall be employed for less than a full shift except when excused at his own request. In which event he shall receive pro rata pay for hours actually worked.
- 2) An employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.
- 3) Employees who have left the building, and are called back, shall be paid for time worked but not less than four (4) hours, plus all travel time, all at the overtime rate.

7. OVERTIME

- 1) Overtime, which shall be covered by the Chapel, shall constitute all work performed before or after the established daily and weekly schedules of hours and shall be paid for at the rate of double time in half hour increments, any fraction of 1/2 hour shall be considered 1/2 hour.
- 2) Fifth shifts, when worked, shall be paid for at double time (minimum employment full shift).
- 3) Meal money at the rate of \$10,00 will be paid when an employee is required to work overtime

in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for meal time. This time is not to be included in the overtime charged, but meal money will be paid whether or not meal time is taken.

8. SUNDAY WORK

Sundays for employees shall consist of a clear twentyfour (24) hours from the completion of the last shifts in the calendar week.

All work done on Sundays, except for regular editions, shall be paid for at double time.

Employees scheduled to work Saturday night for a Sunday edition may go home at the completion of work for that Sunday edition, except for a skeleton crew that may be required to complete the edition. All employees working the Saturday night shift for the Sunday edition shall be paid for the full shift.

9. STATUTORY HOLIDAYS

1) The following holidays are to be observed and paid for by the Company, regardless of the day of the week on which they fall or are observed:

New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

Such holidays, if worked, shall be paid for at double time rates plus the regular rate as outlined in Article 4.

Any additional days proclaimed as a public holiday by the Provincial or Federal Governments and any other holidays recognized by the Company by not publishing shall be treated in the same manner as those holidays outlined in the foregoing.

- 2) When a holiday is observed by the Company, the shifts prior to the holiday day shift shall be the off shifts where such shifts start after 12:00 noon.
- A holiday shall consist of a clear twenty-four (24) hours from regular quitting time.
- 3) When a holiday falls on an employee's day off, he shall be given an additional day off with pay.
- 4) Regular employees who are absent by reason of a compensable accident, sickness, while acting for the union on Company-Union business or excused absence of one (1) month or less shall receive statutory holiday pay.

10. VACATIONS

All employees shall be entitled to vacation with pay as set out in the following:

- a) Members having one (1) or more years' service shall be entitled to twelve (12) days' vacation with twelve (12) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each ten (10) shifts worked, or major fraction thereof.
- b) Members having five (5) years' service shall be entitled to sixteen (16) days' vacation with sixteen (16) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each eight (8) shifts worked, or major fraction thereof.
- c) Members having ten (10) or more years' service shall be entitled to twenty (20) days' vacation with twenty (20) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each six (6) shifts worked, or major fraction thereof.
- d) Members having twenty (20) or more years' service shall be entitled to twenty-four (24) days' vacation with twenty-four (24) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each five (5) shifts worked, or major fraction thereof.
- e) For employees entitled to twelve (12), sixteen (16), twenty (20), or twenty-four (24) days of vacation, three (3) weeks of vacation shall be of consecutive days between June 1 and September 30 unless otherwise mutually arranged. It is agreed the aforementioned period will commence and end the first and last working days in the financial week in which June 1 and September 30 are respectively located. The time for the remaining days of vacation

- to which the employee is entitled shall be arranged between the General Foreman and the employee. If, in the opinion of both the Company and the Chapel concerned, three (3) consecutive weeks of vacation at the requested time would create an additional or unwarranted hardship to this Company, then the individual employee concerned would have to adjust his vacation by taking his three (3) consecutive weeks at another time, or splitting his vacation into two (2) periods with two (2) weeks consecutive during the vacation period and the balance of the vacation at a later date.
- f) All employees who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long term disability only.
- g) Vacation pay scale in each case shall be the straight time rate currently paid to the employee or two percent (2%) of the previous year's T4 slip for each week of vacation, whichever is the greater.
- h) Vacation pay will, not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- i) "Accumulated vacation credits" is deemed to mean vacation with pay earned in the previous year but not taken by the employee and the accrued vacation with pay earned in the year of employment termination. The Company will pay all accrued vacation credits in the event employment is terminated for any cause, including death. All vacations carried over from the previous year shall be taken prior to February 28th in the succeeding year.
- j) Should a holiday occur during the vacation period of any employee, such employee shall be entitled to an additional day of vacation with pay.
- k) Each plant shall schedule their vacation separately. Vacation taken at one plant shall not affect vacation at the other plant.
- Holidays off with pay shall be considered as days worked for the purpose of computing vacation credits.

Each employee shall receive his or her full earned vacation in the calendar year that the anniversary

date is reached. When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.

11. EARLY RETIREMENT

Commencing on January 1, 1975 and each January 1st thereafter, every employee, in each calendar year, shall receive one-fifth (1/5) weeks' credit after having passed his sixth (6th) anniversary date, two-fifths (2/5) weeks' credit after having passed his eleventh (11th) anniversary date, one (1) weeks' credit after having passed his twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1st thereafter, every employee in each calendar year, shall receive three-fifths (3/5) weeks' credit after having passed his nineteenth (19th) anniversary date. Effective December 1, 1993 and every January 1 thereafter, every employee, in each calendar year, shall receive one-quarter (1/4) of a week's credit after having passed their sixth (6th) anniversary date, one-half (1/2) of a week's credit after having passed their eleventh (11th) anniversary date, three quarters (3/4) of a week's credit after having passed their nineteenth (19th) anniversary date, and one (1) week's credit after having passed their twenty-fifth (25th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are prorated.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

12. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human

Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document.

The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

13. SEVERANCE PAY

Severance pay in a lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

14. APPRENTICES

- 1) a) All apprentice applicants shall be examined at the Graphic Arts Training Institute of B.C. training facilities by the Education Director and the Instructor in the branch of the trade in which the apprentice is to be trained prior to employment and the results of such examination shall be a prime consideration in choosing the apprentice.
- b) Apprentices, who shall be selected by the Company, after passing a mutually acceptable medical examination and aptitude tests, shall be indentured to both parties to this Agreement and shall be governed by the Constitution and General Laws of the Communications, Energy and Paperworkers Union of Canada and the local Union a party hereto. They shall serve a term of apprenticeship of not less than five (5) years beginning at the age of eighteen (18) years or over, and having the equivalent of a Junior Matriculation education.
- 2) The number of apprentices to be employed shall be based on the number of journeymen regularly employed on a full time basis for a period of not less than three (3) months at the ratio of not more than one (1) apprentice to each ten (10) journeymen.

Apprentices shall not be allowed in any branch in which a journeyman is not employed.

No apprentice shall be allowed to work overtime, except in the last year of his apprenticeship.

- 3) In the event of the working force being reduced and the apprentices employed exceed the ratio provided in this Agreement, the last apprentice or apprentices indentured in the department in which the layoff is contemplated, shall be released. In the event no apprentices are employed in said department, the last apprentice or 'apprentices indentured shall be released to conform with the ratio herein set forth.
- 4) The minimum weekly wage for apprentices for the regular weekly schedule of working hours herein provided shall be based upon a percentage of the minimum journeyman wage rate as follows:

1st six months - 50% per week
2nd six months - 55% per week
3rd six months - 60% per week
4th six months - 65% per week
5th six months - 70% per week
6th six months - 75% per week
7th six months - 80% per week
9th six months - 90% per week
10th six months - 95% per week
Thereafter - Journeyman rate

15. TECHNOLOGICAL DEVELOPMENTS

AND/ OR CHANGE

The parties recognize that technological developments and change will be necessary from time to time to enhance the future of the industry and that it will require the cooperation of both the Company and the Union in the development of any new skills necessary to accommodate such change.

Any change in technology, method (1) or procedure (2) during the period of a collective agreement which decreases the number of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business:

- (1) e.g., hot metal to cold type;
- (2) e.g., change in computer operation.

The Company guarantees to the Union that no present regular full time or regular part time employees will lose employment by the introduction of technological change.

It is agreed that the number of employees (as of December 1, 2006) was fourteen (14), excluding the general foreman. It is agreed this number may be reduced by the number of employees electing to accept the Voluntary Staff Reduction Buyouts.

The Company has the right to introduce technological changes. Prior to so introducing the Company shall advise the Union. The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the number of employees in the Pre Press Departments bargaining unit due to the introduction of technological change be reduced by more than 5%, for each employee in the unit over that figure the Company shall bank the equivalent hours of work at the current daily rates of wages. These hours will be assigned by the Union as it sees fit.

When and if the circumstances change and the number of employees within the Pre Press Department so affected increases to 95% or more of the Pre Press Department figure (14) above, the Company ceases to bank additional hours.

Any new process or equipment which is a substitute for or an evolution of a process or of equipment previously or presently practised or in operation under the jurisdiction of the Union shall be within the jurisdiction of the Union.

When new photoengraving processes or equipment are introduced the Company shall select and provide training for a sufficient number of journeymen to adequately operate the new equipment or perform the new processes. Training shall be given without loss of weekly wages and with such competence as to enable such members to become proficient in the operation, maintenance and repair of such equipment. No member shall be laid off or lose any preference claim he may have because he/she has not been retrained.

16. SETTLEMENT OF JURISDICTION DISPUTES

- 1) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union covered by a collective agreement with the Company, three (3) months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- 2) Should the Union covered by a collective agreement with the Company foresee a jurisdictional

problem arising because of the proposed change, the introduction, transfer, combining or elimination shall be delayed for a further three (3) month period from the expiration of the notice period.

- 3) During the three (3) month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- 4) Should the parties be successful in the resolution of the problem, the remainder of the three (3) month delay period shall be waived and the proposed change shall proceed.
- 5) Should the parties be unable to resolve the problem within the three (3) month delay period, it shall, immediately upon the expiration of the three (3) month delay period, be submitted to either Don Munroe or Stephen Kelleher, the selection of whom will be the one with appropriate time available to first hear the dispute. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have thirty (30) days in which to mediate a resolution to the problem.
- 6) Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the thirty (30) day mediation period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- 7) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (1) to (6) above.
- **8)** Time limits in this clause may be altered by mutual consent of the parties.

17. COMPUTERS

(A) SPECIAL PURPOSE COMPUTER

It is agreed that should the Company purchase or lease a special purpose computer to be used in engraving production work, the Pre Press Department's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices, programming (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and maintenance of all the

foregoing equipment and devices (except that maintenance which is provided by the manufacturer or lessor as part of the original lease or purchase).

(B)MULTI-PURPOSECOMPUTER

Should the Company introduce a multi-purpose computer, the Pre Press Department's jurisdiction shall include programming of (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and the preparation of all input for Pre Press production purposes (which includes but is not limited to news, editorial and advertising) destined for the data processing centre; the output; and all related devices used for Pre Press department work or the evolution of such work.

Maintenance of the above mentioned input and output devices shall be under the jurisdiction of the Pre Press Department, except that maintenance provided under agreement by the manufacturer or lessor.

Programming for the handling of the input described above is defined as follows:

- 1) That systems analysis and functional flow-charting is the prerogative of management.
- 2) Where any work defined in (a) above is to be implemented as a computer operation, a detailed flow-chart shall be created by an employee covered by this Agreement as well as coding or such other steps as may be necessary to make a program operational.
- 3) Any detailed flow-chart prepared or being prepared under (2) above may be edited, modified or redrawn by experts not covered by this Agreement. Should the Company install a multi-purpose computer console in the engraving department, only members of the Pre Press Department shall monitor the console and the Pre Press Department shall have jurisdiction over the computer when it is doing Pre Press department work.

When a multi-purpose computer is owned or leased by the Company and the console is not located in the Pre Press department, the percentage of staffing allocated to the Pre Press Department shall be established by the ratio of the time the computer is operating on Pre Press department work to the total time the computer is engaged in work under other jurisdictions as of the date of signing of this Agreement. If, for example, one-third (1/3) of the operating time of the computer is Pre Press department work the Pre Press Department shall have one-third (1/3) of the total number of hours worked by the computer staff. Computer staff shall mean those employed on the computer, computer console and any equipment necessary to link input and output devices. An employee shall perform any duties

additional to monitoring which may be assigned to him. Console monitors will monitor any work being processed by the computer. The supervisor may only handle work under any Pre Press Departments jurisdiction when a Pre Press Department member who is part of the proportionate representation on the shift in which such work occurs, is engaged on computer work in the data processing centre.

During the initial six (6) months of a multi-purpose computer operation on Pre Press department work while proportionate representation is being determined at least one (1) member of the Pre Press Department shall be assigned to each shift in the data processing centre for on-the-job training.

Following the initial six-month period, during which the proportionate representation has been determined by the Company and the departments affected, a member or members of the Pre Press Department shall monitor the computer in the determined proportion on every shift that staffing is required.

Proportionate representation shall be reviewed and adjusted at the end of each three-month period which may be extended by mutual consent.

(C) TRAINING

In order that the Pre Press Department can provide sufficient competent members to meet the intent of this Agreement, the Company agrees to provide adequate training to enable members of the Pre Press Department (without loss of regular weekly wages) to become competent in programming, maintenance and other necessary work processes. The Company agrees that not less than one (1) member of the Pre Press Department shall be trained as a Programmer during the term of this Agreement, in the event a computer is used to perform work normally performed by the Pre Press Department.

(D) MECHANICAL OR ELECTRICAL BREAKDOWN

During the period of any breakdown (mechanical or electrical), of any computer equipment processing Pre Press department work, the parties agree that the Company may use any other available outside computer equipment and personnel during the period of repair; and the Pre Press Department agrees that its members will process the work during such period provided that, while repairs are being made, there shall be no reduction of Pre Press department staff.

18. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing of this Agreement the Company and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this committee for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

19. INTERPRETATIONAND GRIEVANCE PROCEDURE

As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made to the general foreman or chapel chairman as promptly as possible from the time the dispute comes to the attention of the party affected. Should the general foreman and chapel chairman be unable to adjust the difference within forty-eight (48) hours, either party may refer the matter to the Joint Standing Committee within the following ten (10) day period. The conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

The members of the Committee shall be notified in writing by the executive officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.

If a decision is reached on an issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this Collective Agreement.

If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration within a thirty (30) day period, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbitrator he/she shall be selected by the Minister of Labour of the Province of British Columbia.

The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration.

Within thirty (30) days of completion of hearings the Arbitrator shall render his/her decision.

The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this Agreement in any respect.

In no event and under no circumstances, insofar as its internal affairs are concerned, shall any decision be in conflict with or disregard any of the provisions in the Constitution or General Laws of the Communications, Energy and Paperworkers Union of Canada, except to the extent that such provisions may be found to be in conflict with the Federal or Provincial laws, and the decision shall not alter, amend or modify the provisions of this Agreement in any respect.

In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Arbitrator, who shall determine the amount of compensation if any for time lost, and such compensation shall be paid immediately.

Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representative.

20. SICK LEAVE

Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computations of sick leave shall be based on the calendar year.

For the first week of the first sick leave - full pay For the first week of the second sick leave - full pay For the first week of the third sick leave - full pay Subsections:

- 1) "Week" shall mean, for the purpose of this Article, four (4) days, not necessarily consecutive days.
- 2) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company shall bear the cost (if any) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- 3) No deductions for sick leave shall be made from overtime or vacation credited to the employee.

- 4) The General Foreman shall decide whether or not to replace employees who are absent and entitled to sick pay as outlined in (a) above.
- 5) A Joint Company-Union committee comprising two (2) representatives of each party shall be established to ensure that there is no abuse of sick leave provisions. It is recognized that the incidence of legitimate sick leave should not exceed one (1) per cent of the total number of shifts worked in the previous year; however, no individual shall be deprived of sick leave other than as provided for in (9 below.
- 6) An employee who is found to have abused the sick leave provisions of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the Committee, be eligible to claim sick leave under this Section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance Procedure.
- Temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed shall be entitled to claim sick leave, in their first calendar year of employment, on the basis of one (1) day's sick leave for each eleven (11) shifts worked to a maximum of twelve (12) sick days, provided that they would normally have been employed on the day that they were sick. Effective January 1st of the second calendar year of employment, temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed would be eligible for the number of sick days earned in the preceding year (date of employment to December 31st) provided that they would normally have been employed on the day that they were sick.

Temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed who work less than one hundred and thirty-two (132) shifts shall be entitled to claim sick leave in the next calendar year on the basis of one (1) day's sick leave for each eleven (11) shifts worked provided that they would normally have been employed on the day that they were sick.

Temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed who work a minimum of one hundred and thirty-two (132) shifts in a year shall be entitled to claim sick leave in the next year on the same basis as regular employees, provided that they would normally have been employed on the day that they were sick.

8) The Company will fund 2% of straight time wages for short term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short term sickness.

21. HEALTH AND WELFARE PLANS

- 1) The company shall pay the total cost of providing benefits as follows:
- a) Medical Services Plan of B.C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to B.C.
- b) Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implants and repairs to a maximum of \$1,000.00 per ear every five (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum \$700 every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1.000.000.
- c) Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within thirty (30) days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one (1) month may retain membership in the above three (3) plans by paying premiums for each month's absence following a complete month's absence.

- d) Short term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.
- e) Long term disability coverage for employees who qualified for short term disability benefits:

- i. 16th week through 27th week 70% of employee's wages on the first day of disability.
- ii. 28th week through to age 65 60% of employee's wages on the first day of disability.

Employees who go on a leave of absence in excess of one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three months' absence.

All active long term disability claimants shall have their monthly payment increased by 5% on March 1st of each contract year.

- 2) The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.
- 3) The General Foreman may opt to be covered by the Management Health and Welfare Plans.
- 4) All employees in the Pre Press Department of the Company shall be eligible for participation in the welfare plans of the Company now in effect.
- 5) In the event of a reduction in staff, a person affected shall for the period of at least one (1) month, retain membership in applicable welfare plans.

22. PENSION PLANS

(1) PACIFIC PRESS, A DIVISION OF SOUTHAM INC. PENSION PLAN

The Pacific Press, a Division of Southam Inc. Pension Plan and Trust Fund created pursuant to the agreement and Declaration of Trust entered into as of January 1, 1973 between the Unions, the Company and certain individual trustees shall continue to operate during the term of the current Collective Agreement pursuant to the terms of the Agreement and Declaration of Trust and the Plan Document appended thereto.

Participants in the Plan shall continue to make contributions to the Plan equal to 5% of their earnings.

The Company shall make contributions to the plan in an amount equal to 5% of the earnings of each employee who participates in the plan.

"Earnings" shall mean amounts received as compensation from the Company, inclusive of Salary

and wages paid, overtime pay, bonuses and commissions but exclusive of payments under a suggestion plan, payments under a profit-sharing scheme or any other benefits not forming part of the employee's salary or wages.

The Company shall, without charge, continue to assist each Board of Trustees in the administration of the Plan by taking employee deductions with respect to required and voluntary contributions, remitting these amounts as well as required Company contributions to that fiduciary selected by each Board to act as custodian with respect to assets of their plan, maintaining appropriate records as to each plan participant's credits under the Plan, reporting these to the Plan participants and working with each Board and its actuary in the processing and payment of benefits due to participants.

Any records, exclusive of payroll records shall be the property of the Board of Trustees and shall be available for review at any reasonable time by the Board. Information held by the Company on payroll records shall be made available for review (at any reasonable time) by the Board.

Should it be decided, at some point of time, by the Board to have the administration of the Plan handled by a third party administrator, the Company agrees to provide such administrator all records which are the property of the Board and any other information which constitutes a part of the Plan records. In this event, the Company agrees it would continue to carry out such functions as taking employee deductions, reportings, required data, etc., as is required by the administrator to properly carry out his duties.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Press, a division of Southam Inc. Pension Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs ordered by the Pension Superintendent resulting from buyouts or restructuring of the workforce.

(2) GCIU LOCAL 525-M PENSION PLAN

It is agreed that the Graphic Communications International Union Local 525-M Pension Plan will be maintained as set out in Appendix A.

The Company shall, upon request of a participant in the Plan, deduct the amount required as the participant's contribution to the Plan from the participant's earnings. Deductions will be made weekly and submitted monthly to the Administrative Office of the Plan on or before the 10th of the following month.

RETIREMENT FUND

- 1) It is agreed that effective January 1, 1985, the Company will contribute to the Graphic Communications International Union Supplement Retirement and Disability Fund, three per cent (3%) of eight and one-half (8 1/2) hours of the basic day rate of pay per paid shift per employee.
- 2) The Company will make the required contribution to a Canadian trust company or banking institution appointed by the trustees by the 10th of the month following the month for which contributions are due. Said contributions are to be reported on forms to be provided by the Fund. If such payments are not made the Company shall be liable for the principal amount owed and interest calculated from the 10th of the month (due date) until payment, at the consumer loan rate at the Royal Bank, plus two per cent (2%); such rate to be adjusted semi-annually on January 2nd and July 2nd of each year.

23. STRUCK WORK

The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.

24. PICKET LINE

The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

25, SAFETY

- 1) 1. The Company is responsible to make all reasonable provisions for the health and safety of its employees during working hours.
- 3. In the interests of safety, it shall be required that there will be no less than two (2) members working at any time when equipment or chemicals of a hazardous nature are being used, and appropriate procedures cannot be implemented to ensure the objective of Section 1.1 (above) is met.
- 3. The Company shall make every reasonable effort to ensure appropriate procedures are implemented when equipment or chemicals of a hazardous nature are being used.
- 2) Workrooms shall be kept in a clean well-ventilated and sanitary condition. The standards and codes as recommended by the Board of Health of the City of Vancouver and the Province of British Columbia are to be observed.

3) All safety clothes or accessories that employees are required to have or wear by decision of the Workers' Compensation Board or the Company shall be provided by the Company at no cost to the employee.

Effective January 1, 2003 regularly employed personnel will be reimbursed up to three hundred (\$300) for every two calendar years, upon provision of a receipt(s) for the purchase or repair of safety shoes.

- 4) The Company agrees that it will require its suppliers to provide evidence that new chemicals being introduced into the plant are noninjurious when used as directed.
- 5) Prior to the introduction or use of any chemicals in the department, such chemicals, if not previously tested and proven to be noninjurious to the employees, shall upon request be submitted to the B.C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the health of the employees within the department. Such confirmation or other recommendation by the B.C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Agreement.
- 6) The Company shall post warnings in each department outlining the known hazards to operators of all equipment in that department. Instructions for the safe use of such equipment shall also be posted and the necessary protective devices supplied by the Company.
- 7) Where necessary wash-up time will be allowed in all departments and such time will be arranged between the department manager and chapel chairman. If wash-up time extends beyond the normal shift, such time will be paid at straight time rates,

26. INDIVIDUAL RIGHT OF EMPLOYEE

- 1) The Company agrees to grant leave of absence without prejudice and without pay to the employees who have been elected to represent the Union at the biennial convention, a seminar or conference of the Communications, Energy and Paperworkers Union of Canada subject to the following:
- a) That in respect to the National Convention, the Union shall give the Company at least thirty (30) days' notice in writing and in the case of a seminar or conference, ten (10) days' notice in writing of the name of the delegate and time for which the leave of absence is required.

- b) It is understood that not more than one (1) employee will be absent at any time and that the total time of absence of one (1) or more employees shall not exceed four (4) weeks in any one-year period.
- 2) The Company shall grant employees leave of absence without pay, provided such leave does not cause unreasonable disruption of operation.
- Maternity leave of up to one year will be granted upon request and in conformity with the time periods specified in the Employment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returning.

Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of service pay, vacations and other benefits under this Agreement.

For each pregnancy maternity benefits shall be paid as follows:

- i. where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows:
- I, _____, agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.
- ii. the employee shall receive weekly benefits as follows: for the first two weeks 95% of full pay for the next 15 weeks the difference between the amount received from EI and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental

unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she has been employed for twelve (12) months by the Company.

- 4) Parental leave, available to the natural or adoptive parents will be provided as follows:
- i. Up to four (4) days (three (3) days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or
- ii. Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.
- At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (2)(ii) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.
- 5) The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in a municipal, provincial or federal election, for the full period of campaigning (b) for employees elected to a full time public office for the duration of the term for which they are elected.

27. NO INDIVIDUAL CONTRACTS

No individual employment contracts conflicting with this Agreement shall be entered into unless by consent and after approval of both parties hereto.

Such contracts shall not conflict with the Constitution and General Laws of the Communications, Energy and Paperworkers Union of Canada or the by-laws of the local Union.

28. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of jury duty and work and the

combination requires a fifth shift, the fifth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

29, BEREAVEMENT LEAVE AND PAY

A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:

- a) Four **(4)** days in the event of the death of the employee's spouse, child, mother or father.
- b) Four (4) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 kilometres from Vancouver.
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 kilometres from Vancouver.

For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

30. ACCIDENT PAY

In the case of a compensable accident the Company will pay 100% of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee will turn over to the employer his earnings from Workers' Compensation as soon as received. No deduction will be made for Employment Insurance or Canadian Pension Plan.

31. DEPARTMENT CONDITIONS

1) The Company shall determine the number of employees necessary to operate its plant, subject to the terms of this Agreement.

Should any employee, due to illness or injury, be absent from work for more than four consecutive shifts, the General Foreman agrees to inform the Union office and shall ensure that the position is covered by a qualified member of the Union. The Union agrees to furnish the necessary employees required, if available.

- 2) The foremen shall be directly responsible to the Company for the conduct of the employees under their direction, the quality and time of delivery of all work and the economical administration of their respective departments. They shall be the judges of a employee's competency and shall have the right to hire and discharge all employees under their supervision. An employee cannot be judged incompetent in a branch other than their own.
- 3) The Foreman shall designate the days or nights to constitute a situation at the time of employment. The Foreman shall also designate the plant to which the employee will regularly report at the time of employment.

Except in emergencies, an employee required by the Foreman to report to a plant other than the one designated by the Foreman shall be given at least one (1) week's notice of the change and shall spend a minimum of one (1) week at the other plant before being required to return to the plant designated by the Foreman.

Where necessary due to operational requirements, employees required to move to another location for less than a week shall be given one week's notice of the days required.

- 4) Any journeyman who feels himself/herself unjustly treated or discharged by a Foreman, may appeal to the Chapel Chairman who, if he finds the complaint just, shall appeal to the Foreman. If the matter in controversy is not settled within forty-eight (48) hours, it shall be referred to the Joint Standing Committee as hereinbefore provided for decision.
- 5) All differences arising between the Company and its employees which cannot be amicably adjusted shall be referred to the Executive Officers of the Union for conciliation prior to appealing to the Joint Standing Committee.
- 6) Shift foremen, who shall be clearly designated as such, shall have the full authority of the General Foreman in his absence.

32. GENERAL

No journeyman shall be permitted to work more than five (5) hours overtime in any week when competent journeyman craftsmen are available.

33, RELOCATION PAY

- 1) a) Upon dismissal to reduce the regular staff, employees shall be entitled to receive relocation pay. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or fraction thereof with the Company, not in excess of fifty-two (52) weeks. An employee must decide within twelve (12) months whether he will take advantage of the relocation pay.
- b) Relocation pay will be based on continuous service as a regular employee.
- c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two (2) years' or more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received.
- 2) At least one (1) week's notice shall be served by an employee before leaving a position provided he is regularly employed on a full work week schedule; and by the Company before discharging an employee, except in the case of discharge for just cause. Should the Company choose to discharge an employee without a week's notice, the Company agrees to pay a week's wages in lieu of such notice. Four (4) or more weeks shall constitute a position for the observance of this Section. In the event of the discharge of an employee, the Company shall, upon request, furnish reason for such discharge in writing.

34. TERM OF AGREEMENT

This Agreement shall be in force from the first day of December, 2006, to the thirtieth of November 2010, inclusive, unless extended as hereinafter provided.

35. TERMINATION

Should either party desire to change or make alterations to this Agreement at the termination date, it shall notify the other party of its wishes in accordance with the appropriate provincial legislation. If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

hands and seal this _____ day of _____2007. PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc., COMMUNICATIONS, ENERGY AND PAPERWORKERS

IN WITNESS WHEREOF, we have hereunto set our

UNION OF CANADA, LOCAL 2000

President

Secretary-Treasurer

36. APPENDIX "A" GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M, PENSION PLAN

- IT IS AGREED THAT the Graphic Communications International Union, Local 525-M, Pension Plan established and instituted on November 1st, 1956 through collective bargaining and as amended through collective bargaining shall be maintained as follows:
- A.01 The parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and any amendments that may be made thereto.
- A.02 The effective date of the amended plan shall be May 1st, 1977.
- A.03 All members of the Graphic Communications International Union, Local 525-M, upon completion of one year membership in said Local SHALL participate.
- A.04 The employers shall pay in respect of all eligible participants such proportion of total earnings as will in aggregate be equal to 60% of the "Cost of Funding" the Pension Plan.
- A.05 The eligible participants shall pay amounts in proportion to total earnings, which will in aggregate

be equal to 40% of the "Cost of Funding" the Pension Plan.

- A.06 The "Cost of Funding" the Pension Plan shall be determined from time to time by the Trustees using sound actuarial principles and shall be set at such a figure as will ensure that no deficit arises during the period (of not less than one year) for which such "Cost of Funding" is determined and shall include an amount in respect of all reasonable and necessary administrative costs.
- A.07 With effect from May 1st, 1966, there shall be a guaranteed pension benefit of 1.125% of total earnings for each year from said May 1, 1966. With effect from May 1, 1984 forward, there shall be guaranteed pension benefit of 1.25% of total earnings for each year from said May 1, 1984.
- A.08 All monies accruing from unvested portions of the employer payments left through termination or death of participating members as provided for in the Agreement and Declaration of Trust shall remain the property of the Pension Fund and thus reduce future contributions, help defray administrative costs, or establish any contingency fund which the Trustees deem necessary.
- A.09 Neither party to this Agreement shall require the other party through collective bargaining to increase or decrease this Pension Plan nor to change the principle of joint payments or the ratio of employer and member payments into the Pension Plan in the future. This clause shall refer only to the G.C.I.U. Local 525-M Pension Plan and shall not preclude the parties from bargaining for any other retirement benefits.
- A.10 All payments to the Pension Plan are to be made payable to the Graphic Communications International Union, Local 525-M, Pension Plan and mailed to the Administrative Office at 33 E. 8th Avenue, Vancouver, B.C. on or before the tenth (10th) of the month next following that for which payments are due.
- A.11 All monies received and disbursed shall be administered by a Board of Pension Trustees, in strict accordance with the provisions of the Trust Indenture.
- A.12 It is agreed that effective May 1st, 1977, the normal retirement age for members shall be sixty-one (61) years of age and that the discount rate for retirement between the ages of sixty and sixty-one be established at four percent (4%) per year.
- A.13 In addition to their proportionate shares of the "Cost of Funding" the employer shall contribute

one-half of one percent (.5%) of total earnings and the employee shall contribute a prorata amount calculated on the 60%-40% formula set out in A.04 and A.05. These contributions shall be used in a manner determined from time to time by the Trustees to make improvements to the plan. When improvements are made an amendment to the Pension Plan shall be made and all parties to this agreement shall be notified.

37. LETTER OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2006 - 2010 Collective Agreement unless otherwise specifically stated:

- 1. Health and Safety
- 2. Re: Appendix A & B
- 3. Coverage
- 4. Recognition of Benefits Coverage
- 5. Start Times
- 6. Training
- 7. Sick Leave
- 8. Union Protection
- 9. Letters of Discipline
- 10. Voluntary Staff Reduction Plan

LETTER OF AGREEMENT #1

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

- 1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - chemical information and training
 - ii. accident

investigation/recommendation procedure

- III. emergency evacuation procedures
- iv. communications
- v. asbestos health problems, documentation and treatment
- vi. electronic surveillance
- vii, safety shoes
- 3. The Company and the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make

recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.

4. The Company shall adhere to all applicable laws affecting health and safety.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement

DATED		,2007.
	For the Company:	
	For the Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

REAPPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short Term Disability Benefits and Life and Long-Term Disability Benefits as agreed between the above parties covered by Collective Agreements entered into on the date hereof (hereafter referred to as the Collective Agreements) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreements is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreements except as mutually agreed to by the above parties.

,2007ء

DATED ____

For the Com	npany:
For the Ur	nion:

LETTER OF AGREEMENT #3

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

COVERAGE

In order to facilitate coverage for press runs during regularly scheduled lunch periods and during certain hours, before and after the regularly scheduled hours of work, it is hereby agreed by and between Pacific Newspaper Group Inc., A CanWest Company and the Communications, Energy and Paperworkers Union of Canada, Local 2000 that:

1. Members will be available to cover the regularly scheduled day shift and night shift lunch

periods and the time between the regularly scheduled quitting time for day shift and the regularly scheduled starting time for afternoon shift.

- 2. The time worked for the above purpose shall be banked at the prevailing overtime rates and shall be used by the members for time off at periods mutually acceptable to the Union and the Company.
- 3. All other overtime shall be paid for as per the current Labour Agreement.

 This agreement shall be in effect during the term of the current Labour Agreement.

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #4

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

RECOGNITION OF BENEFITS COVERAGE

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

DATED		,2007.
	For the Company:	
	For the Union:	

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

START TIMES

- 1. Notwithstanding the provisions of Article 5, the parties recognize that future business opportunities and/or requirements may give cause to change the start time of a shift, the hours of work within which a shift may be established (which may be in addition to those currently established in Article 5, Section 2) and the scheduled days off. A shift not starting and stopping between the times currently designated for a day shift shall be of 8 and 1/2 hours duration and be paid at the night shift rate of pay.
- 2. When and where the Company deems changes are necessary resulting from 1 above the Company will notify the Union 30 days in advance of the proposed changes and the reasons therefore.
- 3. Upon receipt of notice of change(s) the parties will meet as soon as possible but not later than 10 days after receipt of notice (unless otherwise agreed) to discuss:
 - a) the reasons for the proposed changes
 - b) the proposed methods of implementing the changes
 - c) alternate methods of implementing the changes
- 4. In the event the parties fail to agree on any or all matters in 3 above either party may refer the disputed item(s) to Vincent L. Ready or another acceptable mediator/arbitrator who shall act as mediator/arbitrator and if necessary issue a final and binding decision on the matter(s).
- 5. The hearings under 4 above shall be heard in an expedited manner and decisions will be issued within 72 hours after the hearing.

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #6

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

TRAINING

Both parties agree that competitive pressures require introduction of new technology and other changes in our operating environment. Both parties also recognize employees desire meaningful work and a sense of security in their jobs. Within this context, the Company and the Union agree to work together to retrain and assist employees affected by new technology.

A joint Union-Company committee is to be formed immediately upon the date of ratification of this Collective Agreement. The parties shall have equal representation on the Committee. The Committee shall be responsible for the development/selection of training and retraining courses and/or programs. The objective is to provide sufficient training opportunity for trainees to become competent in the operation of the equipment and/or process under review.

The Committee will also canvass employees to identify areas where more training is needed and will recommend the extent of such training and implement it.

The parties agree to meet upon request of either party to discuss courses/programs/action plans for the training or retraining of employees in any new skills that may be required. All members shall have the opportunity to access such training.

DATED		2007.
	For the Company:	
	For the Union:	
		

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA. LOCAL 2000

SICK LEAVE

- A. The following deals with Sick Leave, as opposed to short and long term disability.
- 1. The Company will convene regular Sick Leave Committee Meetings with the Pre Press Department.
 - 2. The committee will:
- i. Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick
- ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.
- iii. Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.
- **iv.** Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
 - v.) Meet no less than twice per year.
- 3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.
- 5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon independent medical practitioner. This opinion may or may, not include the examination of the employee. All costs will be paid by the Company.

- 6. If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential resolution. Legal counsel will not be used in presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.
- 7. Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.
- B. The following proposal deals with short and long-term disability plans:
- 1. Independent Physicians referred to in Section 5 (b) of 'the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
- 2. The Company, the Union and the Troubleshooter will agree on a list of independent Physicians to be used.

Employees receiving disability benefits v	will
not be retroactively cut off.	

DATED		,2007.
	For the Company:	
	For the Union:	



BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

UNION PROTECTION

There shall be no interference or attempt to interfere with the operation of the Union.

DATED		,2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #9

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

LETTERS OF DISCIPLINE

Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue,

.2007.

DATED

For the Company:
For the Union:

LETTER OF AGREEMENT #10

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

CRAFT UNIONS' LETTER OF AGREEMENT VOLUNTARY STAFF REDUCTION PLAN (EXCEPT PRINTERS)

- 1. Employees wishing to take part in the Voluntary Staff Reduction Plan ("the Plan") will not be replaced. Where the number of employees within a bargaining unit is decreased, there must be a permanent reduction in the manning levels and/or quarantees.
- 2. There will be two elements to the total amount paid under the Plan:
- i. Basic Entitlement: Six (6) weeks per year of service. Regular rate of pay is to be used in this calculation. Maximum Base entitlement is one hundred and fifty thousand dollars (\$150,000).
- ii. Manning Provision/Lifetime job guarantee: Where the employee is covered by a manning clause or lifetime job guarantee, they shall receive an additional fifty thousand dollars (\$50,000).
- 3. Subject to the above limits, employees may take the monies as calculated, in cash or in a manner designed to facilitate early retirement or in a manner designed to take advantage of tax savings vehicles allowed by Revenue Canada.
- 4. The Company agrees, if requested by the employee, to pay out the equivalent number of weeks the employee is entitled to receive under the Plan as per the employee's regular payroll cycle.
- 5. Should there be an additional buyout offered by Pacific Newspaper Group during the term of the new collective agreement, that would result in a greater payout than this Plan, Pacific Newspaper Group will pay the employee the difference in the form of a lump sum payment at the time of the new offer (except if the Printers negotiate a greater payout than this plan, if will not affect the other unions).
- 6. If more employees apply than be accepted (within the classification, department or Company), the selection will be based on seniority.
- 7. The Company will make the final determination as to the number of positions which are to be bought out. Subject to agreement by the

company and the Union, if a particular position is identified, the position may be covered by a temporary employee prior to the position being eliminated in order to allow the regular employee to leave immediately. When the position ultimately goes, there will be no claim by the temporary employee.

- 8. Regular full-time and regular part-time employees are eligible to participate in the Plan. Full-time employees working less than full-time and part-time employees will have their basic entitlement prorated to reflect the proportion of time they have worked over the past three (3) years. (Craft unions shall have the pro-rating based on the same formula as their vacation entitlement).
- 9. Employees on long-term disability will be eligible to participate in the Plan.
- 10. Employees who accept the proposed buy-out that are fifty-five (55) years of age or older, will receive 50% of the provincial Medical Services Plan premiums, paid on their behalf by the employer until the employee's death. It is understood that all time covered by the voluntary buy-out will be included to achieve age fifty-five (55), if necessary. Above includes \$2,000 paid up life insurance policy.
- 11. Applications to participate in the Plan must be received according to the following schedule:

Pressmen/Mailers Three months prior to the

opening of the combined production facility.

Engravers

At anytime over the term of the Collective Agreement.

- 12. Employees will be entitled to six (6) hours of individual financial counselling through Company paid programs. The provider shall be mutually agreed to by the Company and the Unions.
- 13. Employees may withdraw from participation in the Voluntary Staff Reduction plan after making their election to participate, provided their employment has not ceased.
- 14. Uninterrupted Southam service will be recognized.

15. Pension Plan contributions shall be made when legal, and subject to the maximum amount permissible under the terms of the employee's specific current pension plan(s) for the equivalent number of weeks entitlement under the Voluntary Staff Reduction Plan (see item 2 [i]).

DATED		,2007.
	For the Company:	
	For the Union:	

AGREEMENT RE: IMPLEMENTATION **OF** CTP TECHNOLOGY

As a result of the implementation of CTP technology, it is recognized that two (2) regular positions will be eliminated (resulting in nine (9) remaining employees). Affected individuals will be dealt with in accordance with the collective agreement.

The nine (9) remaining regular staff will be maintained for a period of no less than three (3) months following the third CTP line entering production anticipated mid May 2007. During this period, appropriate requirements will be evaluated.

Following the evaluation period, should the employer determine that a further reduction of a regular position is necessary, the affected individual will be dealt with in accordance with the collective agreement.

Employees so affected may be retrained and/or relocated within Part F - Pre Press Department (Platemaking/Scanning) or other mutually accepted position.

Provided they remain in Part F – Pre Press Department, any relocated employee above, may be utilized to cover for employees illness or injury of more than four (4) consecutive shifts.

NEWSPAPER AGREEMENT

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.

and

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA Local 2000

PART "G"
PRESSROOM DEPARTMENT
(Including Paperhandlers)

TABLE OF CONTENTS

PREAMBLE	
1, TERM OF AGREEMENT	
2. PROPOSALS FOR A NEW AGREEMENT	· · · · · · · · · · · · · · · · · · ·
3. TIME LIMITS IN THE AGREEMENT	
4. ESTABLISHMENT OF JOINT STANDING COMMITTEE	
5, INTERPRETATION AND GRIEVANCE PROCEDURE	
5, INTERPRETATION AND GRIEVANCE PROCEDURE	
6. JURISDICTION	
7. OBLIGATION TO SUPPLY MEN	
8, STRUCK WORK AND PICKET LINES	
9, NOTIFICATION OF RUN SIZE	
10. NEW PROCESSES - NEW EQUIPMENT.	
11. MANNING	
12. COMPUTERS	
13. PAPER HANDLERS.	4
14. APPRENTICES	
15. FOREMAN	
16. LAYOFFS	ک
17. COMMERCIAL WORK	
18, HOURS OF WORK AND WORK WEEK	
19, SUNDAY WORK	9
20. LUNCH	10
21. WAGES	10
22. OVERTIME	
23. CALL-BACKS	10
24. VACATIONS	10
25. EARLY RETIREMENT	17
26. STATUTORY HOLIDAYS	1 12
27. SEVERANCE PAY	12
28. RELOCATION PAY	12
29. ACCIDENT PAY	
30. SICK LEAVE	13
31. PENSION PLAN	14
32. HEALTH AND WELFARE PLANS	
33, JURY DUTY	15
34. BEREAVEMENT LEAVE AND PAY	15
35. SANITATION AND VENTILATION	15
36. DUES CHECK-OFF	
CHECK-OFF CARD	
37, ALL TIME BELONGS TO THE COMPANY	16
38. LEAVES OF ABSENCE	16
38. LEAVES OF ABSENCE	17
39. WASH-UP	17
40. RIGHTS OF PARTIES	
41. PERSONNEL AND MEDICAL FILES.	
42. LETTER OF AGREEMENT INDEX	17
43. LETTER OF INTENT INDEX	
LETTER OF AGREEMENT #1	
LETTER OF AGREEMENT #2	18
LETTER OF AGREEMENT #3	
LETTER OF AGREEMENT #4	
LETTER OF AGREEMENT #5	
LETTER OF AGREEMENT #6	
LETTER OF AGREEMENT #7	
LETTER OF AGREEMENT #8	
LETTER OF AGREEMENT #8LETTER OF AGREEMENT #9	
LETTER OF AGREEMENT #10	
LETTED OF INTENT	∠⊥ ??

PREAMBLE

of _____, 2__ by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union.

1. TERM OF AGREEMENT

This Agreement shall be in effect from December 1, 2006 to November 30, 2010.

2. PROPOSALS FOR A NEW AGREEMENT

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

3. TIME LIMITS IN THE AGREEMENT

Whenever a stipulated time is mentioned in this Agreement the said time shall refer to calendar days, except where otherwise specified, and may be extended with mutual consent in writing of the parties or their representatives.

4. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing date of this Agreement the Company and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this committee for any cause the party not fully represented shall immediately appoint a new member to fill such a vacancy.

5. INTERPRETATION AND GRIEVANCE PROCEDURE

a) As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made to the General Foreman or Chapel Chairman as promptly as possible from the time the dispute comes to the attention of

the party affected. Should the General Foreman and Chapel Chairman be unable to adjust the difference within forty-eight (48) hours either party may refer the matter to the Joint Standing Committee within the following ten (10) day period. The conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

- b) The members of the Committee shall be notified in writing by the executive officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.
- c) If a decision is reached on an issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this Collective Agreement.
- d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration within a thirty (30) day period, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbitrator, he shall be selected by the Minister of Labour of the Province of British Columbia.
- e) The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration.
- f) Within thirty (30) days of completion of hearings the Arbitrator shall render his decision.
- g) The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this Agreement in any respect.
- h) In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Arbitrator, who shall determine the amount of compensation if any for time lost, and such compensation shall be paid immediately.
- i) Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives.

6. JURISDICTION

a) The Pressroom Department of the Union claims jurisdiction over all printing presses in the plants operated by the Company, but excluding those presses used solely for the purpose of pulling proofs and those

b) presses used solely for in-plant purposes, and pressmen's work shall include:

c)

- Cleaning of presses.
- Operation and loading of reel stands.
- Changing and setting of reels according to roll size.
- Engaging and disengaging line shaft, all printing units, folders and drag rollers.
- Replacement of slitters.
- Fountain solution mixing.
- Cleaning, operation and adjustment on all inking and water systems (excluding separate storage tanks and demisting ducts and fans).
- Installation, cleaning, lubrication, and adjustments on all portable inking systems.
- Operation, and running adjustments to folders, formers, and press-associated preprint winders.
- Leading of all webs from roll to folders or preprint winders, adjustment to all angle bars, trolleys, slitters and compensators.
- Operation and operating adjustment of all presscontrolled automatic register controls.
- Receiving and handling of all plates, plating, replating and unplating presses.
- Cleaning and adjustment of ink rails.
- Care and changing of all blankets and packing.
- Setting and adjusting dampening systems.
- Adjustments to impressions.
- Anilox rollers (as per Weiler award of May 23, 1991), doctor blades and end seals.
- Operation of any scanning equipment used to preset ink levels.
- Operation of a press control console.
- Ink Rooms, Water Rooms and preparation of all Daily Lay Downs and all Database for the Lay Downs (as per Chertkow award of January 30, 1999).
- Cleaning, operation and adjustments to blanket washers.
- Operation and monitoring of all computers, equipment and machines used or involved in the handling of newsprint as outline in Article 13 – Paper Handlers below.
- d) Should the Company install any equipment or adopt any processes designed as **a** substitute for, or evolution of, work previously or presently performed by members of the Pressroom Department of the Union, the Company recognizes the jurisdiction of the Pressroom Department of the Union over such equipment and processes and shall make no other agreement written or verbal covering such work.
- e) Should the company establish a videotex system or similar system in Vancouver (lower mainland) it is agreed that all work done within Pacific Newspaper Group for such a system will be done by members of the appropriate union(s) at Pacific Newspaper Group. Also, that the re-working of material in such a system

- at Pacific Newspaper Group is recognized as falling within the jurisdiction of the unions.
- f) For the purpose of testing/repair work done by the Machinists and/or Electricians, two journeymen Pressmen shall be required to operate the equipment while the press is under power but such duties shall not specifically be limited to testing/repair functions during times of non-operation.
- g) The jurisdiction of the Union shall also include all work which is awarded to the Union under the Settlement of Jurisdiction Disputes (Article 10c) of this Collective Agreement.
- h) The Company shall furnish the Union a list showing. name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

7. OBLIGATION TO SUPPLY MEN

- a) The Company agrees to employ only members of the Union to do all the work within the jurisdiction of the Pressroom Department, with the exception of the General Foreman if he is not a member of the Union. The Union agrees to furnish enough competent men at the scale of wages provided in this Agreement to enable the Company to issue its publications, which include pre-runs and comics, promptly and regularly for seven (7) days a week, on a four (4) day week basis, and to the best of its ability cover other newspaper press work.
- b) If at any time the Union fails for any reason to supply a sufficient number of competent journeymen at the straight-time rate of wages provided in this Agreement, the Company may employ any journeyman newspaper pressmen members of the Communications, Energy and Paperworkers Union of Canada that it can secure.

8. STRUCK WORK AND PICKET LINES

- a) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.
- b) The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

9. NOTIFICATION OF RUN SIZE

The Chairman of the Chapel shall be notified in writing of the run size and given copies of the preliminary press lay down for the following day at the start of the shift, except in cases of emergency.

10. NEW PROCESSES - NEW EQUIPMENT

a) The General Foreman shall give the Union three (3) months' notice when the Company intends to introduce any process or equipment and reasonable notice of any expansion of any process or equipment which falls within the jurisdiction of the Union. Within ten (10) days of submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. The Company agrees to provide facilities and sufficient time without loss of weekly wages (the employees regular weekly wages) in order that the required number of Union members may become proficient in the operation of any process or equipment to meet the intent of this Agreement. Wherever possible, members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his preference claim who has not been retrained.

b) TECHNOLOGICAL CHANGE

- 1. <u>Definition</u>: Any change in technology, method (1) or procedure (2) during the period of a collective agreement which decreases the numbers of employees that existed when the current contract was negotiated with the union except for normal layoff, such as those occurring as a result of a decline in the volume of business.
 - a. e.g., hot metal to cold type;
 - b. e.g., change in computer operation.

The Company guarantees to the Union that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change. It is agreed that the number of employees as of December 1, 2006 was one hundred and forty-six (146).

The Company has the right to introduce technological changes. Prior to so introducing the Company shall advise the Union. The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the number of employees in the Union's bargaining unit due to the introduction of technological change be reduced by more than 5%, for each employee in the unit over that figure the Company shall bank the equivalent hours of work at the current daily rates of wages, multiplied by four

and divided by five. These hours will be assigned by the Union as it sees fit. When and if the circumstances change and the number of employees within the bargaining unit so affected increases to 95% or more of the bargaining unit figure (159), the Company ceases to bank additional hours.

c) SETTLEMENT OF JURISDICTION DISPUTES

- 1. Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other Unions covered by a Collective Agreement with the Company, three (3) months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- 2. Should the Union or any other Unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination shall be delayed for a further three-month period from the expiration of the notice period.
- 3. During the three-month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.
- 4. Should the parties be successful in the resolution of the problem, the remainder of the three-month delay period shall be waived and the proposed change shall proceed.
- 5. Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month delay period, be submitted to either Don Munroe or Stephen Kelleher, the selection of whom will be the one with appropriate time available to first hear the dispute. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have 30 days in which to mediate a resolution to the problem.
- 6. Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the thirty-day mediation period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- 7. This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (1) to (6) above.

8. Time limits in this clause may be altered by mutual consent of the parties.

11. MANNINGColourman Web Offset Press Manning

1.			
Webs	MIC	Journeymen	Apprentice
2	1	4	1
3	1	4	1
4	1	4	1
5	1	5	1
6	1	5	1
7	1	6	1
8	1	7	1
9	1	7	1
10	1	а	1

- 2. Two journeymen will be added for up to the first two (2) colour towers when they are used for colour work. One (1) additional journeyman will be added for each additional tower used for colour work.
- 3. One (1) additional journeyman will be added for each edition of the Sun, and one (1) additional journeyman will be added for each edition of the Province when the new or replacement presses are in operation for regular newspaper work, including all pre-runs. These position's job description is to be quite flexible and responsibilities may include, but not limited to ink, plates, warehouse, administration work, etc.
- As per present practice, it is agreed, two (2) additional journeymen will be added for each Saturday edition of the Sun and two (2) additional journeymen will be added for each Sunday edition of the Province. Job description as outlined above.
- 4. One (1) additional journeyman shall be added to each press crew when a pre-printed roll is run directly into the folder, bypassing a unit, and an assistant man-in-charge shall be added to each press crew when Spectacolor is run if not called for under 11(a) or 11 (b).
- 5. An assistant or shift foreman, who shall not be considered part of a crew, shall be employed on each day and night shift, but not on overtime.
- **6.** When any part of a unit is being used, then it shall be considered as a whole unit.
- 7. Employees may be transferred from one position to another at the call of the Foreman.
- 8. One round trip transfer of a complete crew between two presses shall be allowed per shift except under extraordinary conditions. (The interpretation of "extraordinary conditions" is a breakdown or unusual

condition over which the Company has no control.)

9. Maintenance and make-ready work shall be performed by the regular crew when running time permits.

The Foreman may call to work four (4) or more journeymen for one (1) or more shifts per week for the purpose of doing maintenance and/or make-ready work. Such maintenance and/or make-ready work shall not include webbing the press. Where webbing the press is required by the Foreman, minimum manning will apply. The crew as outlined above may be moved from press to press and may move the press on power.

It is agreed that regular situation holders will be assigned to fill the scheduled shifts required to perform the maintenance and make ready work on a non-production shift. It is understood that subs may be required to cover absent situations.

Adjustments to the number of men on the maintenance and make-ready shift will be made once per year (effective January) as per the current practice. An adjustment to the number will not open a claim for Relocation Pay.

- 10. Apprentices may be required to start before a regular crew to spot plates.
- 11. If, during the life of this Agreement, presses of sizes or types not covered by this Agreement shall be introduced, the manning of such presses shall be determined by mutual consent prior to operation, or on failure to agree, be settled in accordance with Section 5.
- 12. The Foreman may split a regular scheduled crew provided that all members of that crew have the same starting time and provided the requirements of Section 11 are adhered to.
- 13. Day shift crews will be subject to minimum manning as outlined in Article 11. Otherwise, replacement for regulars scheduled on day shifts will be at the Foreman's discretion. Coverage for regulars scheduled on days will come from other dayside regulars, where possible. Coverage for night and lobster shifts will come from regulars scheduled on night and lobster shifts, respectively, where possible.
- 14. The Company agrees that should the use of colour on the press require the physical transportation of ink from the ink room to the press, one (1) pressman will be added to each press crew.
- 15. If the automation is less or the configuration is different than the automation and configuration of the

ManRoland Colourman as put forward and signed by the Company, the manning levels in Article 11 (r) will apply for the duration of this Agreement.

16. When running through lunch, one (1) Journeyman Pressman will be added to each press crew for the purpose of lunch relief. In addition, when running through lunch, one utility man per press crew will be hired.

The Company will communicate its intentions regarding running through lunch with the weekly request for manpower (ie. Thursday for the following week).

12, COMPUTERS

a) Special Purpose Computer

It is agreed that should the Company purchase or lease a special purpose computer to be used in pressroom work, the Pressroom Department's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices, programming (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and maintenance of all the foregoing equipment and devices (except that maintenance which is provided by the manufacturer or lessor as part of the original lease or purchase).

b) Multi-PurposeComputer

Should the Company introduce a multi-purpose computer, the Pressroom Department's jurisdiction shall include programming (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and the preparation of all pressroom input destined for the data processing centre; the output; and all related devices used for pressroom work or the evolution of such work.

Maintenance of the above-mentioned input and output devices shall be under the jurisdiction of the Pressroom Department, except that maintenance provided under agreement by the manufacturer or lessor. Programming for the handling of the input described above is defined as follows:

- 1. That systems analysis and functional flow-charting is the prerogative of Management.
- 2. Where any work defined in (1) above is to be implemented as a computer operation a detailed flow-chart shall be created by an employee covered by this Agreement as well as coding or such other steps as may be necessary to make a program operational.
- 3. Any detailed flow-chart prepared or being prepared under (2) above may be edited, modified or

redrawn by experts not covered by this Agreement.

Should the Company install a multi-purpose console in the pressroom only members of the Pressroom Department shall monitor the console and the Pressroom Department shall have jurisdiction over the computer when it is doing pressroom work.

When a multi-purpose computer is owned or leased by the Company and the console is not located in the pressroom, the percentage of staffing allocated to the Pressroom Department shall be established by the ratio of the time the computer is operating on pressroom work to the total time the computer is engaged in work under other jurisdictions.

If, for example, one-third (1/3) of the operating time of the computer is pressroom work the pressroom department shall have one-third (1/3) of the total number of hours worked by the computer staff. Computer staff shall mean those employed on the computer, computer console and any equipment necessary to link input and output devices. An employee shall perform any duties additional to monitoring which may be assigned to him. Console monitors will monitor any work being processed by the computer. The supervisor may only handle work under pressroom department jurisdiction when a pressroom department member who is part of the proportionate representation on the shift in which such work occurs is engaged on computer work in the data processing centre.

During the initial six (6) months of a multi-purpose computer operation on pressroom work, while proportionate representation is being determined, at least one (1) member of the Pressroom Department shall be assigned to each shift in the data processing centre for on-the-job training.

Following the initial six (6) month period, during which the proportionate representation has been determined by the Company and the union, a member or members of the Pressroom Department shall monitor the computer in the determined proportion on every shift that staffing is required.

Proportionate representation shall be reviewed and adjusted at the end of each three (3) month period which may be extended by mutual consent.

c) Training

In order that the Pressroom Department can provide sufficient competent members to meet the intent of this Agreement, the Company agrees to provide adequate training to enable members of the Pressroom Department (regular employees will not receive less than their regular weekly rate) to become competent in programming maintenance and other necessary

work processes. The Company agrees that not less than one (1) member of the Pressroom Department shall be trained as a programmer during the term of the Agreement in the event a computer is used to perform work normally performed by pressmen or paper handlers.

d) Mechanical or Electrical Breakdown

During the period of any breakdown, mechanical or electrical, of any computer equipment processing pressroom work, the parties agree that the Company may use any other available outside computer equipment and personnel during the period of repair; and the Pressroom Department agrees that its members will process the work during such period provided that, while repairs are being made, there shall be no reduction of pressroom staff.

13. PAPER HANDLERS

a) The Company agrees to employ in its pressroom, paper handlers on the following basis:

Paper handlers shall be responsible for the operation and monitoring of all computers, equipment and machines used or involved in the handling of all newsprint. They shall be responsible for handling all newsprint rolls that have been delivered to the building, storing, preparation of the rolls for the press and delivering the rolls to, but not into the press. Paper handlers shall also handle all newsprint rolls that are sent out of the building, which shall include the loading of rolls into or onto trucks, railcars etc.

- 1. Computers, equipment and machines used in the handling and preparations of newsprint rolls shall include, but not limited to:
- a) Clamp Trucks
- b) Conveyor, Downenders, Stripping Station (Scanning, removing wrappers, end caps and damages paper)
- c) Auto Preps operation of control panel, changing of all tapes (splicing and holddown) replacing tabs, general cleaning of applicators for tapes and tabs, suction cups and cutting table.
- d) AGV's monitoring and any manual delivery or movement using "dogleads". Replacing AGV's back on line at anytime. Assigning movement commands from AGV computer.
- e) AGV Computer used for monitoring AGV's. paper handlers shall be responsible for any manual commands to be entered into the AGV Computer for the purpose of moving rolls, cores or waste bins, adding or deleting orders, the powering up or down of the computer for whatever reason (freezing up etc.). Entering or deleting of data. taking AGV's off line etc.
- f) Roll Logistic Computer Deleting or adding date, updating any data used for issuing "drop and drag" commands for the AGV's to move rolls.

Paper handlers shall be responsible for complete operation of the Roll Logistics Computer, including the powering up and down of the computer and controlling the delivery by use of the emergency system.

- g) The operation of the rewinding machines.
- h) The paper handler shall have access to the "Led Panel" on the press units for the sole purpose of changing the type of grams, brand and size of newsprint to be delivered to the unit and for checking the diameter of rolls for the purpose of inventory.
- * Paper handlers will not call or rest rolls at any time from the "Led Panel".
- b) If it is determined (on a three (3) man crew) that one of the Aurosys Lines will be down for a length of time, or a whole shift, one (1) additional journeyman shall be added to operate the emergency system.
- 1. If both Aurosys Lines go down, two (2) additional journeymen shall be added.
- 2. If one line goes down on a five (5) man crew, no additional paper handler will be hired, however, if both lines go down, one (1) additional journeyman shall be added.
- 3. When receiving newsprint on any production run, one (1) additional journeyman shall be added to the crew.
- **4.** If the AGV computers go down, and newsprint rolls have to be delivered to the presses by hand carts, the following manning will apply:
 - 1 paper handler per AGV.
 - 2 paper handlers per hand cart.
 - 2 paper handlers to strip newsprint rolls.
 - 1 paper handler to operate the clamp truck.
 - 1 paper handler on computers.
- c) PROVINCE: Two (2) paper handlers will be hired for each regular edition press run. An additional journeyman will be hired on night shift for the Sunday Edition.
- d) SUN: Two (2) paper handlers will be hired for each regular edition press run. An additional journeyman will be hired when two (2) presses are in operation to produce the Sun.
- e) Apprentices shall serve one (1) year's apprenticeship and paid the following rates:

1st six months - 70% of journeyman paper handler scale.

2nd six months - 85% of journeyman paper handler scale.

- f) It is agreed that the Company will offer on average of four (4) days employment to fifteen (15) paper handlers. It is understood that the above is the basis for the number of paper handlers employed on paper handler duties and does not imply that a paper handler must be directly employed on a press. All sections of this contract shall apply to such paper handlers, except for Sections 11, 14 and 21.
- g) Journeyman paper handlers shall be paid weekly at the prevailing rate set forth below:

Effective December 1, 2006 to November 30, 2007
DAYS

NIGHTS/LOBSTER

\$41.175 per hour
\$360.278 per shift
\$1,441.11 per week

NIGHTS/LOBSTER

\$46.624 per hour
\$396.306 per shift
\$1,441.11 per week

Effective December 1, 2007 to November 30, 2008

DAYS

NIGHTS/LOBSTER

\$42.437 per hour

\$48.053 per hour

\$371.321 per shift

\$408.453 per shift

\$1,485.283 per week

\$1,633.811 per week

Effective December 1, 2008 to November 30, 2009
DAYS

\$43.737 per hour
\$382.695 per shift
\$1,530.78 per week

\$1,683.858 per week

Effective December 1, 2009 to November 30, 2010 DAYS NIGHTS/LOBSTER \$45.299 per hour \$51.294 per hour \$396.363 per shift \$436.000 per shift \$1,585.453 per week \$1,743.998 per week

- 1. Man in charge receive 12 1/2% over the journeyman rate.
- 2. There shall be a man in charge appointed for all paper handler shifts.
- h) Assistant or Shift Foreman, when required, to receive 15% over journeyman's scale.
- i) No less than two (2) paper handlers will be hired for the day shift when no production of any kind is being produced. Production manning will prevail when a daily, prerun, flyer or insert is produced. All Pre-Runs will be considered regular daily editions.
- j) The minimum number of paper handlers on vacation at any one time will be two (2).
- k) If the Union is unable to supply sufficient paper

handlers, the Company may secure from any source such numbers of person as required to fill paper handler situations.

Each such person shall be hired under the terms of this Agreement upon a probationary basis not exceeding thirty (30) calendar days and shall be mutually acceptable to the Company and the Union. If the Union is able to provide competent journeyman paper handlers during this thirty (30) day period, the probationary employee shall be discharged immediately and replaced by a Union member.

14. APPRENTICES

- a) Applicants for apprentice positions must be interviewed and accepted by the Union Examining Committee and the General Foreman before beginning employment. Apprentices shall become members of the Union upon beginning employment and shall then serve a six (6) months probationary period after which, provided the Union and the Foreman consider they will become competent journeymen pressmen, they will serve a further three and one-half (3-1/2) years' apprenticeship. The Company agrees to send all pressroom apprenticeship postings to the Union.
- b) Apprentices to work on press and to perform any duty assigned to them by the Foreman
- c) It is agreed that up to eleven (11) apprentices shall be employed in the pressroom on the operating presses on a 4-day or 4-night basis.
- d) Before entering the trade as an apprentice, the applicant must first undergo a physical examination by a qualified medical examiner, which will be paid for by the Company.
- e) It is understood that minor physical defects not affecting his ability to do pressroom work shall not disqualify an applicant.
- f) No apprentice shall be laid off at any time during his apprenticeship period except for cause that the Joint Apprenticeship Committee deems sufficient.
- g) When an apprentice has finished his time he may, at his discretion, continue to be employed as an apprentice at the 95% rate until he can average 60% of the week as a journeyman or any other opportunity of employment is afforded at his trade.
- h) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and the Company shall be selected by the parties to this Agreement, and shall meet not less than once every four (4) months. This committee shall have the full power and authority to deal with all aspects of apprenticeship training, education, advancement and

discipline (not covered by this Agreement) for those apprentices employed in the pressroom.

i) When a new apprentice is started at a higher scale than outlined in Section 21 (d) no prior apprentice shall receive a lesser scale.

15, FOREMAN

- a) The Foreman of the Pressroom shall be the judge of a man's competency on the basis of work performed. He shall employ, supervise and control all employees in the Pressroom and discharge for cause that he deems sufficient. Upon request of the Union, the Foreman shall immediately give the reason for discharge in writing.
- b) A discharged employee shall have the right to challenge the fairness of any Company rule, or ruling, which is applied to bring about his discharge.
- c) The Company agrees to consider members of the Union for the position of General Foremen, if open. If, in the Company's opinion, a suitable candidate is not available from its employees, the Company agrees to select a new General Foreman from the membership of the International Union.
- d) When any General Foremen or Assistant Foremen is a member of the Union, the Union shall not discipline him for carrying out the instructions of the Company or its representatives as authorized by this Agreement.
- e) No union representative shall be interfered with, nor discriminated against by the Company for carrying out the written instructions of the Union governing the interpretation, application, or alleged violation of this Agreement.

There shall be no interference or attempt to interfere with the operation of the Union.

- f) The General Foreman shall not be considered part of the crew at any time.
- g) Assistant or Shift Foremen, who shall be clearly designated as such, shall have the full authority of the General Foreman in supervising the staff and directing the work. They may suspend an employee for the balance of the shift and when ordered to do so such employee shall leave the premises within a twenty-minute (20) period. This shall not prevent an employee seeking advice or counsel from his Chapel Chairman. A suspension may be appealed to the General Foreman and if necessary, to the Joint Standing Committee.
- h) The Company and the Union agree that the General Foreman's membership in the Union shall be

- at his discretion and that neither party will exert pressure upon him to retain or discontinue membership.
- i) Wage, hour, and vacation provisions of this Agreement shall not apply to the General Foreman.
- j) A replacement for the General Foreman shall be clearly designated in writing in the event of the General Foreman's absence. The Chapel Chairman shall be informed in writing (name and dates) of the replacement for the General Foreman. Such replacement will be from the PRESSROOM DEPARTMENT.

16. LAYOFFS

a) The Company shall give the Union one (1) week's notice of intention to reduce the regular staff. When a regular employee in the pressroom intends to leave the employ of the Company, he shall give one (1) week's notice. The number of regulars employed shall not be less than 95% of the average of the shifts worked as determined over the previous twelve (12) month period.

The number of regular situation holders employed of days for 2008 and subsequent years, shall not be less than 90% of the average of the day shifts worked as determined over the previous twelve (12) months.

- b) In the event of a reduction in the size of the staff, those with the least continuous service with the Company as Journeymen shall be the first to be laid off
- c) In the event of a subsequent increase in the size of the staff, the men shall be re-employed in the reverse order.
- d) A regularly employed member who desires to lay off, shall not be compelled to work if a competent substitute can be provided by the Union at straighttime rates.

17. COMMERCIAL WORK

- a) Commercial work shall be defined as any publication, flyer or work which is not stuffed into a regular daily edition, whether it has a masthead or not.
- b) Any commercial work or any preparation for commercial work done within a regular shift shall be paid at half-time on regular time unless the Union was notified of the intent to produce commercial work forty-eight (48) hours before the beginning of the shift.
- c) A regular shift shall be defined as a shift which is not called exclusively for commercial work.
- d) When commercial work is performed on the Atlas

Offset Press, (b) of this Article shall be inoperative.

18, HOURS OF WORK AND WORK WEEK

- a) Eight and three quarter (8-3/4) hours continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a day's work.
- b) Eight and one-half (8-1/2) hours continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 6:00 p.m. and 6:00 a.m. shall constitute a night's work.
- c) Eight and one-half (8-1/2) hours continuous work between the hours of 12:00 noon and 1:00 a.m., unless mutually agreed otherwise, shall constitute a lobster shift (excepting not less than thirty (30) minutes for lunch).
- d) It is agreed that all shifts mentioned above shall start and stop between the times designated for such shifts.
- e) Overtime before or after a shift may be required outside these designated hours.
- f) Four (4) straight time shifts shall constitute a week's work. All double headers, as defined in (h) below, worked in any week shall be paid at the prevailing overtime rate.

The Union will cover at straight time rates of wages those employees who are off on (1) Union business; (2) leaves of absence. Members who are available for the service of the Company and who are on a layoff because of a company-estimated reduced work volume shall not be considered on leave of absence. If a member who desires leave of absence or layoff hires a retired employee or competent substitute from another plant, such leave of absence or layoff shall not be considered under (2) above.

The Company will cover the replacement cost of employees attending management development training programs if the Union is unable to supply employees at straight time rates of wages.

g) Where an employee works five (5) shifts, one of which is a double header, the double header shall be considered the fifth shift and will be paid for at the rate established in (9 above. Where a statutory holiday falls in a week in which the employee has worked less than four shifts, the employee will be paid straight time rates of wages for the statutory holiday. Where a statutory holiday falls in a week in which the employee has worked at least four shifts, the employee shall be given another day off in lieu of the holidays as mutually agreed between the Company and the Union. Should a mutual agreement

not be reached, the holiday will be paid out on or about December 15 of that calendar year. Statutory holidays which fall in November and December shall be taken at a time mutually agreed between the Company and the Union or paid out on or about December 15 of the subsequent calendar year.

- h) When an employee is required by the General Foreman to work two (2) consecutive shifts (i.e. a day to night shift or night to day) an allowance of not less than eight (8) hours shall be given between shifts. Employees required to work with less than eight (8) hours between shifts shall be paid prevailing overtime rates for the second shift, provided second shift is not caused by the failure of an employee to turn up for work without prior notification and as outlined in (f) above.
- i) No employee covered by this Agreement shall be employed for less than a full shift (which includes all wash-up and clean-up) except when discharged for cause or is excused at the employee's own request. An employee will be paid for time actually worked in such cases. Present practice to continue. In the event of a change, 24 hours notice to be provided, and discussion to occur.
- j) The Company shall designate a regular time for the beginning of a shift's work, which shall be the same for all members of a press crew except apprentices, or employees called in to do make-ready work as provided in Section 11 (k) and (1) and no change in starting time shall be made unless eighteen (18) hours' notice is given.
- k) Statutory Holidays, if worked, will be considered shifts worked at straight time regardless of the rate of pay.

19. SUNDAY WORK

- a) Sunday for day shifts shall extend from midnight Saturday to midnight Sunday. Sunday for night shifts shall extend from 7:00 p.m. Saturday to 7:00 p.m. Sunday. Sunday for lobster shifts shall extend from 5:00 p.m. Saturday to 5:00 p.m. Sunday.
- b) The Foreman and Chapel Chairman shall make every effort to see that employees regularly working on a shift are not called in to work on their defined Sunday. This shall not apply where a whole crew is transferred to a new shift, i.e. night to lobster.
- c) All work done on a Sunday shall be paid at double time, except for regular daily editions (not to include comics, magazines, dodgers, pre-runs).
- d) Sundays, if worked for any reason other than regular daily editions, will be considered shifts worked

at straight time regardless of the rate of pay.

20. LUNCH

A lunch period of one-half (1/2) hour, not less than two and one-half (2-1/2) hours and not more than four (4) hours after starting time shall be provided. Employees required to work through the lunch period shall be paid at the prevailing overtime rates until the lunch period is taken. Lunch period to be taken immediately following the overtime. When overtime is to be worked, except for the completion of regular daily editions, an unpaid lunch period of one-half (1/2) hour will be provided at the request of the chapel, at the end of the regular shift. A second unpaid lunch period of one-half (1/2) hour shall be provided when overtime is in excess of four (4) hours from the end of the previous lunch period.

21. WAGES

a) Rates of wages will be:

Effective December 1, 2006 to November 30, 2007
DAYS
NIGHTS/LOBSTER
\$42.069 per hour
\$47.637 per hour

\$368.103 per shift \$404.913 per shift \$1,472.411 per week \$1,619.652 per week

Effective December 1, 2007 to November 30, 2008

DAYS NIGHTS/LOBSTER \$43.331 per hour \$49.066 per hour \$379.146 per shift \$417.06 per shift \$1,516.583 per week \$1,668.241 per week

Effective December 1, 2008 to November 30, 2009

DAYS NIGHTS/LOBSTER \$44.631 per hour \$50.538 per hour \$390.52 per shift \$429.572 per shift \$1,718.288 per week

Effective December 1, 2009 to November 30, 2010

DAYS NIGHTS/LOBSTER \$46.193 per hour \$52.307 per hour \$404.188 per shift \$444.607 per shift \$1,616.753 per week \$1,778.428 per week

- 1. Journeymen working nights shall be paid an additional 10% over the weekly day rate .
- 2. Journeymen working lobster shifts shall be paid an additional 10% over the weekly day rate.
- b) Assistant or Shift Foreman to receive 17.5% over journeyman's night scale. Replacements for Assistant or Shift Foreman to receive 15% over journeyman's scale.

- c) Men in charge of a press to receive 12.5% over journeyman's scale.
- d) Assistant man in charge of press to receive five dollars (\$5.00) per shift over journeyman's scale.
- e) Apprentices to receive for the probationary period as defined in 14(a), 60% of the journeyman's scale. Commencing with the successful completion of the probationary period, 65% of the journeyman's scale; and every six (6) months thereafter, an additional 5% of the journeyman's scale to a maximum of 95%.

22, OVERTIME

- a) Overtime is hereby defined as the time worked in excess of the number of hours established for a regular shift (excluding any period allowed for lunch). Overtime shall be paid for at the rate of double price the wage applicable to the same work when performed during non-overtime hours.
- b) Overtime shall be computed on the basis of half (1/2) hour periods.
- c) No apprentice shall be employed on overtime unless journeymen are employed, except for the sole purpose of spotting plates, and the minimum number of apprentices hired to start before the shift and at lunch time on all day shifts shall be as follows:
- All collect runs 2 apprentices;
- all 9-unit straight runs 2 apprentices;
- all other straight runs 1 apprentice.
- d) Whenever possible, twenty-four (24) hours' notice will be given by the Company when overtime is required to be worked, except to complete regular editions.
- e) *Meals:* Meal money at the rate of \$10.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for mealtime. This time is not to be included in the overtime charged, but meal money will be paid whether or not mealtime is taken.

23, CALL-BACKS

Employees who have left the building and are called back shall be paid for time worked, but not less than four (4) hours plus all travel time all at the overtime rate.

24. VACATIONS

a) Members having one (1) or more years' service shall be entitled to twelve (12) days' vacation with twelve (12) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months

immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each ten (10) shifts worked, or major fraction thereof.

- b) Members having five (5) or more years service shall be entitled to sixteen (16) days vacation with sixteen (16) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each eight (8) shifts worked, or major fraction thereof.
- c) Members having ten (10) or more years service shall be entitled to twenty (20) days' vacation with twenty (20) days' pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each six (6) shifts worked, or major fraction thereof.
- d) Members having twenty (20) or more years' service shall be entitled to twenty-four (24) days vacation with twenty-four (24) days pay provided they have worked a minimum of one hundred and twenty (120) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and twenty (120) shifts in a calendar year shall receive one (1) days' vacation with pay for each five (5) shifts worked, or major fraction thereof.
- e) All employees who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e. maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.
- f) Vacation pay scale in each case shall be the straight time rate currently paid to the employee or two (2) percent of the previous year's T4 slip for each week of vacation, whichever is the greater.

g) All vacations carried over from the previous year shall be taken prior to April 1 in the said second year.

In the event an employee's regular scheduled vacation is cancelled as per Article 24(j), or an employee is unable to take their regular scheduled vacation as a result of compensable absence or illness, the employee's vacation will be scheduled subject to Article 24(I) no later than April 1st of the following year.

- h) Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- An employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which he qualified.
- j) The privilege of vacation with pay shall be suspended during, but for no longer than, any period in which the Union is unable to supply a sufficient number of competent and satisfactory members to enable the Company to issue its publications promptly and regularly at the straight time rate of wages provided in this Agreement.
- k) It is agreed that a substitute shall replace employees taking vacations.
- I) The time of year that each employee shall take such vacations shall be determined and arranged by the General Foreman after consultation with the Chairman of the Chapel, in order that there shall be no interruption in the publication of the newspapers. the minimum journeymen allowed on vacation at any one time will be sixteen (16), except Spring Break week, and all weeks from June 1st to the week ending the Labour Day weekend and Christmas week, the minimum will be nineteen (19).
- m) Computation of vacation credits shall commence on the date of employment.
- n) Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.
- o) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date was reached, the unused days shall be added to the employee's succeeding year's earned vacation credits.
- p) Employees shall be entitled to schedule banked statutory holidays, early retirement days and one (1)

day vacations in any week in which the minimum number of employees allowed off on annual vacation pursuant to Article 24 (I) has not been exhausted. For the purposes of this section, the number of banked statutory holidays, early retirement days and one (1) day vacations combined with the scheduled annual vacation in a given week will not exceed sixtyfour (64) shifts per week, except Spring Break week, and all weeks from June 1st to the week ending Labour Day weekend and the Christmas week, the minimum will be seventy-six (76) shifts per week or sixteen (16) shifts per day except Spring Break week and all weeks from June 1st to the week ending the Labour Day weekend and the Christmas week, the minimum will be nineteen (19) per day.

25. EARLY RETIREMENT

Commencing on January 1, 1994 and each January 1, thereafter, every employee, in each calendar year, shall receive one-quarter (1/4) of a week's credit after having passed their sixth (6th) anniversary date, one-half (1/2) of a week's credit after having passed their eleventh (11th) anniversary date, three-quarters (3/4) of a week's credit after having passed their nineteenth (19th) anniversary date, and one (1) week's credit after having passed their twenty-fifth (25th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their fifth (5th) anniversary date, *two* (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year-end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are prorated.

Employees who retire early will have provincial Medicare and supplementary medical continued to normal retirement age (65 years),

26. STATUTORY HOLIDAYS

a) The following days (or the days celebrated in lieu of any of them) shall be considered holidays; Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, and employee's birthday. Any additional days proclaimed as a public holiday by the Provincial *or* Federal Governments and any other holidays recognized by the Company by not **publishing shall** be treated in the

same manner as the aforementioned holidays. Such holidays, if worked, shall be paid for at double time rates, plus the regular rate as outlined in Section 21.

- b) A holiday for day shifts shall constitute a period from midnight on the day prior to the holiday to midnight on the day of the holiday. A holiday for night shifts shall constitute a period from 7:00 p.m. on the day prior to the holiday to 7:00 p.m. on the holiday. A holiday for lobster shifts shall constitute a period from 3:00 p.m. on the day prior to the holiday to 3:00 p.m. on the holiday. The Foreman and Chapel Chairman shall make every effort to see that employees regularly working on a shift are not called in to work on their defined holiday. This shall not apply where a whole crew is transferred to a new shift, i.e., night to lobster.
- c) Any employee who has worked at least 17 days for the Company during the preceding seven (7) weeks shall receive a day's pay at straight time rates for statutory holidays, as outlined in Section (a).
- d) Employees who have qualified for a statutory holiday on the basis outlined in Section (c) above, shall receive the pay for that statutory holiday upon termination of employment with the company.
- e) Situation holders, substitutes and apprentices who are absent by reason of a compensable accident, substantiated sickness if required, while acting for the Union on Company-Union business shall receive statutory holiday pay.
- f) Pensioners and one-day slippers shall have four percent (4%) added to their pay cheques in lieu of statutory holidays.

27. SEVERANCE PAY

Severance pay in lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

28. RELOCATION PAY

- a) All regular situation holders shall be entitled to receive relocation pay on a reduction to the substitute board. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or fraction thereof with the Company, not in excess of fifty-two (52) weeks. An employee must decide within twelve (12) months whether he will continue on the slipboard or take advantage of the relocation pay.
- b) Relocation pay will be based on continuous service as a regular and substitute including this twelve (12)

month period, as long as the substitute remains available for the service of the Company.

- c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two (2) years' or more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received.
- d) A senior employee shall have the option to claim relocation pay over a junior employee.

29. ACCIDENT PAY

In case of a compensable accident the Company will pay one hundred percent (100%) of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation.

To facilitate a regular income for the employee, the employer will pay the employee his regular straight-time wage and the employee shall turn over to the employer his earnings from the Workers' Compensation as soon as received

30. SICK LEAVE

- a) Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.
 - For the first week of the first sick leave full pay.
 - For the first week of the second sick leave full pay.
 - For the first week of the third sick leave full pay.
- b) "Week" shall mean, for the purpose of this Section, four **(4)** days, not necessarily consecutive days.
- c) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company shall bear the cost (if any) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.
- d) No deductions for sick leave shall be made from

overtime or vacation credited to the employee.

- e) The Company will fund 2% of straight time wages for short-term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short-term sickness.
- f) A joint Company-Union committee comprising two (2) representatives of each party shall be established to ensure that there is no abuse of sick leave provisions. It is recognized that the incidence of legitimate sick leave should not exceed the one per cent (1%) of the total number of shifts worked in the previous year; however, no individual shall be deprived of sick leave other than as provided for in (g) below.
- g) Any employee who is found to have abused the sick leave provisions of this Agreement, shall not, for a minimum period of six (6) months and a maximum of one (1) year, as determined by the Committee, be eligible to claim sick leave under this Section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance Procedure.
- h) In their first calendar year of employment, substitutes shall be entitled to claim sick leave on the basis of one day's sick leave for each eleven (11) shifts worked to a maximum of twelve (12) sick days provided that they would normally have been employed on the day that they were sick. Effective January 1st of the second calendar year of employment, substitutes would be eligible for the number of sick days earned in the preceding year (date of employment to December 31st) provided that they would normally have been employed on the day that they were sick.

Substitutes who work less than one hundred and thirty-two (132) shifts shall be entitled to claim sick leave in the next calendar year on the basis of one (1) day's sick leave for each eleven (11) shifts worked, provided that they normally would have been employed on the day that they were sick.

Substitutes who work a minimum of one hundred and thirty-two (132) shifts in a year shall be entitled to claim sick leave in the next year on the same basis as regular employees, provided that they normally would have been employed on the day that they were sick.

31. PENSION PLAN

a) The Pacific Newspaper Group Inc., a Division of Southam Inc. Pension Fund created pursuant to the Agreement and Declaration of Trust entered into as of January 1, 1973 between the Unions, the Company and certain individual trustees shall continue to operate during the term of the current Collective Agreement pursuant to the terms of the Agreement and Declaration of Trust and the Plan Document appended thereto.

Participants in the Plan shall make contributions to the Plan equal to 5% of their earnings.

The Company shall make contributions in an amount equal to 5% of the earnings of each employee who participates in the plan.

"Earnings" shall mean amounts received as compensation from the Company, inclusive of salary and wages paid, overtime pay, bonuses and commissions but exclusive of payments under a suggestion plan, payments under a profit-sharing scheme or any other benefits not forming part of the employee's salary or wages.

The Company shall, without charge, continue to assist each Board of Trustees in the administration of the Plan by taking employee deductions with respect to required and voluntary contributions, remitting these amounts as well as required Company contributions to that fiduciary selected by each Board to act as custodian with respect to assets of their Plan, maintaining appropriate records as to each Plan participant's credits under the Plan, reporting these to the Plan participants and working with each Board and its actuary in the processing and payment of benefits due to participants.

Any records, exclusive of payroll records shall be the property of the Board of Trustees and shall be available for review at any reasonable time by the Board. Information held by the Company on payroll records shall be made available for review (at any reasonable time) by the Board.

Should it be decided, at some point of time, by the Board to have the administration of the Plan handled by a third party administrator, the Company agrees to provide such administrator all records which are the property of the Board and any other information which constitutes a part of the Plan records. In this event, the Company agrees it would continue to carry out such functions as taking employee deductions, reportings, required data, etc., as is required by the administrator to properly carry out his duties.

b) The Company will contribute effective December 1, 2006, \$8.09; effective December 1, 2007, \$8.33; effective December 1, 2008, \$8.58; effective

December 1, 2009, \$8.88 for each shift worked including paid vacations and paid statutory holidays, paid bereavement leave and paid jury duty or any other straight time shift for which the employee receives compensation, on behalf of each employee covered by this Agreement into the G.C.I.U. - Retirement Fund for Canada (hereinafter called the "Plan"). Contribution will be remitted monthly to the administrator together with the appropriate Contribution Report forms to arrive in its office not later than the 15th day of the month following for which contributions are due.

New employees hired after the date of ratification (July 1999) will be required to join the Welfare Plan for CEP members.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Newspaper Group Inc., a Division of Southam Inc. Pension Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs ordered by the Pension Superintendent in connection with the former Wholesale employees, or those resulting from buyouts or restructuring of the workforce.

32. HEALTH AND WELFARE PLANS

- a) The Company shall pay the total cost of providing benefits as follows:
- 1. Medical Services Plan of B. C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B. C. residents and the first day of the month following eligibility for employees moving, to B. C.
- 2. Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implants and repairs to a maximum of \$1,000.00 per ear every five (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum of \$700 every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1,000,000.
- 3. Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be

convertible to an individual policy within 30 days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one month may retain membership in the above three plans by paying premiums for each month's absence following a complete month's absence.

- 4. Short-term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.
- 5. Long term disability coverage for employees who qualified for short term disability benefits:
 - i. 16th week through 27th week 70% of employee's wages on the first day of disability.
 - ii. 28th week through to age 65 60% of employee's wages on the first day of disability.

All active Long Term Disability claimants shall have their monthly payment increased by 5% on March 1st of each contract year.

Employees who go on a leave of absence in excess of one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three month's absence.

b) The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.

33. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight-time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of Jury Duty and work and the combination requires a fifth shift, the fifth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his regular straight-time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

34. BEREAVEMENT LEAVE AND PAY

- A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:
- a) Four (4) days in the event of the death of the employee's spouse, child, mother or father.

- b) Four (4) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 kilometres from Vancouver.
- c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 kilometres from Vancouver. For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

35. SANITATION AND VENTILATION

- a) There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work done in the pressroom. The Union reserves the right to secure the services of sanitation and ventilation experts, at its own expense, whose report shall be submitted to the Union and the Company. The Union reserves the right, if no action is taken by the Company, of submitting said report to the Vancouver City Health Officer for verification and whose ruling shall be final and carried out forthwith.
- b) Clean, operative and stocked washrooms and showers will be provided.
- c) All members of said Union shall assist in every way in their power to help keep the pressroom in a clean and healthful condition.
- d) All safety clothes or accessories, other than safety shoes, that the employees are required to wear by decision of the Workers' Compensation Board or the Company shall be provided by the Company at no cost to the employee.

Effective January 1, 1995 regularly employed personnel will be reimbursed up to three hundred (\$300) for every two calendar years, upon provision of a receipt(s) for the purchase or repair of safety shoes. Regularly employed personnel will be supplied with three (3) clean sets of uniforms per week.

- e) The Company agrees that it will require its suppliers to provide evidence that new chemicals being introduced into the plant are non-injurious when used as directed.
- f) Prior to the introduction or use of any new chemicals in the department, such chemicals, if not previously tested and proven to be non-injurious to the employees, shall, upon request, be submitted to the B. C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the health of the employees within the department. Such confirmation or other

recommendation by the B. C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Agreement.

36, DUES CHECK-OFF

The Company shall deduct membership dues weekly from the earnings of each member of the union working for the Company and shall remit said funds to the Union before the 15th day of the month following. Membership dues shall be deducted from members' earnings in accordance with the schedule furnished the Company by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Company in the following form:

CHECK-OFF CARD

■ being an employee of Pacific Newspaper Group, a division of CanWest Mediaworks Publications Inc., and a member of the Communications, Energy and Paperworkers Union of Canada Local 2000, hereby authorize and direct Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., to deduct from my wages and pay to the above-named Union on or before the fifteenth day of each calendar month the amount of 2% of my gross earnings, excluding any amounts earned as sick pay or Workers' Compensation.

Signea	 	
Address	 	
Date	 	

37. ALL TIME BELONGS TO THE COMPANY

All time covered by this Agreement belongs to the Company, and employees shall perform any duties pertaining to press work assigned to them by the Foreman.

38. LEAVES OF ABSENCE

1) Maternity leave of up to one year will be granted upon request and in conformity with the time period specified in the Unemployment Insurance Act (Canada). However no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returning.

For each pregnancy maternity benefits shall be paid as follows:

- i. Where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows:
- ■_....., agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If ■fail to do so I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.
 - ii. The employee shall receive weekly benefits as follows: for the first two weeks 95% of full pay; for the next 15 weeks, the difference between the amount received from EI and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she has been employed for twelve (12) months by the Company.

- 2. Parental leave, available to the natural or adoptive parents will be provided as follows:
 - i. Up to four (4) days (three (3) days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or
 - ii. Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.
- At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (2) (ii) must commence within fifty-two (52) weeks of the birth of the child, or the date the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.
- 3. The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in municipal, provincial or federal election, for the full period of campaigning (b)

for employees elected to a full time public office for the duration of the term for which they are elected.

4. The Company shall grant on written request, leave of absence without pay to an employee elected to or appointed to any position in the Communications, Energy and Paperworkers Union of Canada or CLC, or local of the Communications, Energy and Paperworkers Union of Canada or to any organization with which the Communications, Energy and Paperworkers Union of Canada is affiliated. Such employee, upon expiration of his/her leave of absence, shall be reinstated in the same position held prior to the leave of absence. The years of service with the Communications, Energy and Papetworkers Union of Canada or any affiliate shall be included for the purpose of vacation entitlement upon return to full time employment.

39. WASH-UP

Where necessary wash-up time will be allowed in all departments and such time will be arranged between the department manager and chapel chairman. If wash-up time extends beyond the normal shift, such time will be paid at straight time rates.

40. RIGHTS OF PARTIES

The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The rights and relations of the parties hereto are covered by the terms of this Agreement which are paramount.

Each party, however, recognizes the right of the other to adopt rules and regulations of any character (the Union for the government of its members and the Company for the direction of its employees) insofar as they do not conflict with the terms of the Agreement.

41. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

42. LETTER OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2006-2010 Collective Agreement unless otherwise specifically stated:

- 1. Health and Safety.
- 2. Re Appendix A & B
- 3. Sunday Night Premiums.
- Letter of Understanding Re: Article 7 Obligation to Supply Men
- 5. Sick Leave
- 6. Recognition of Benefits Coverage
- 7. Contracting Out/Sale
- 8. Training

President

- 9. Letter of Discipline
- 10. Re: Statutory Holidays

43. LETTER OF INTENT INDEX

1. Re: ManRoland Presses

IN WITNESS WHEREOF, we have hereunto set our hands and seal

this	day of	2007.
PACIFIC	NEWSPAPER G MediaWorks	
COMMUI	NICATIONS, EN UNION OF CAI	
COMMUI		

Secretary-Treasurer

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. LOCAL 2000

HEALTH AND SAFETY

- During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.
- 2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:
 - i) chemical information and training
 - ii) accident investigation/recommendation procedure
 - iii) emergency evacuation procedures
 - iv) communications
 - v) asbestos health problems, documentation and treatment
 - vi) electronic surveillance
 - vii) safety shoes
- 3. The Company and Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.
- **4.** The Company shall adhere to all applicable laws affecting health and safety,

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #2

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: APPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Press Short Term Disability Benefits and Life and Long-Term Disability Benefits as agreed between the above parties covered by Collective Agreement entered into on the date hereof (hereafter referred to as the Collective Agreement) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreement is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreement except as mutually agreed to by the above parties.

DATED	2007
For th	e Company:
For t	he Union:
b	AGREEMENT #3 etween GROUP, a division of CanWes

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

SUNDAY NIGHT PREMIUMS

The Company agrees to continue in force, during the life of the current Collective Agreement, the past practice of payment of premium rates to members

working both a Saturday day shift and a Sunday night shift on the same weekend.

DATED		2007.
	For the Company:	
	For the Union:	

immediate appointment of a mutually agreeable mediator/arbitrator who shall have the authority of an arbitrator appointed pursuant to Article 5 of this Agreement and who shall have the authority to review and direct the adjustment in the supply of manpower to meet the aforementioned objectives. Any adjustments directed by the arbitrator will be considered part of this Agreement until expiry.

DATED		2007.
	For the Company:	
	For the Union:	

LETTER OF AGREEMENT #4

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: ARTICLE 7 - OBLIGATION TO SUPPLY MEN

- 1. Both parties acknowledge the requirement to issue all publications, promptly and regularly, by having available a supply of a sufficient number of competent journeymen, apprentices, and paper handlers at the straight time rate of wages provided for in this Agreement to cover the negotiated manning tables.
- 2. It is recognized by both parties that the occurrence of a change in publication philosophy affecting the current structure, timing or number of morning/evening newspapers, publications, or components thereof, may impact the need to adjust the manpower supply. It is further recognized by both parties that circumstances may arise on an occasional basis requiring premium shifts, but that premium shifts at a level unacceptable to the Company may have to be addressed by an adjustment in the manpower supply.
- 3. It is the intent of both parties to achieve mutual agreement on the number of competent journeymen, apprentices and paper handlers as per the objective in paragraph (1.) above. However, should either party request that action be taken to alter the number for either or both reasons outlined in paragraph (2.) above and the action requested is not taken within one week, both parties will meet within the next week to negotiate agreement. In the event of failure to reach agreement, the parties shall agree to the

LETTER OF AGREEMENT #5

between

PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

SICK I FAVE

- A. The following deals with Sick Leave, as opposed to short and long term disability.
- 1. The Company will convene regular Sick Leave Committee Meetings.
- 2. The committee will:
- Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.
- ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.
- iii. Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.
- iv. Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.
- v. Meet no less than twice per year.
- 3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as

- a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.
- 4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.
- 5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.
- 6. If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential resolution. Legal counsel will not be used in presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.
- 7. Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.
- B. The following proposal deals with short and longterm disability plans:
- 1. Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.
- 2. The Company, the Unions and Troubleshooter will agree on a list of independent Physicians to be used.
- 3. Employees receiving disability benefits will not be retroactively cut off.

DATED 2007.

For the Company:
For the Union:

LETTER OF AGREEMENT #6

between

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks PublicationsInc..

and

COMMUNICATIONS. ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

RECOGNITION OF BENEFITS COVERAGE

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

DATED	2007.
For the Company:	:
For the Union:	
LETTER OF AGREEME	NT #7
pacific Newspaper Group, a div Mediaworks Publication and	
COMMUNICATIONS. ENERGY AND	PAPERWORKERS

UNION OF CANADA, LOCAL 2000

CONTRACTINGOUT/SALE

The Company agrees there shall be no involuntary loss of employment of any regular employee during the life of the contract as a result of:

a) The contracting out of work normally performed by members of the bargaining unit; or b) Sale of all or part of the business	LETTER OF AGREEMENT #9 between PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc.,
DATED2007. For the Company:	and COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000
For the Company.	
	LETTER OF DISCIPLINE
For the Union:	Letter of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.
For the Official.	DATED2007.
	For the Company:
LETTER OF AGREEMENT #8	
between	For the Union:
PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and COMMUNICATIONS, ENERGY AND PAPERWORKERS	
UNION OF CANADA, LOCAL 2000	LETTER OF AGREEMENT #10
TRAINING	between
A joint committee will be established to determine the training needs of employees. The role of the	PACIFIC NEWSPAPER GROUP, a division of CanWest Mediaworks Publications Inc., and
committee will be to canvass the employees to identify areas where more training is needed. In	COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000
addition, they will recommend the extent of such training and implement the training initiatives of the Company.	RE: STATUTORY HOLIDAYS
DATED2007.	The preceding seven (7) weeks, in Article 26(c) Statutory Holidays, will be defined as forty-nine (49) calendar days proceeding the holiday.
For the Company:	DATED2007.
	For the Company:
For the Union:	
	For the Union:

LETTER OF INTENT

RE: MANROLAND PRESSES

It is the intention of the Company, subject to the approval of the Southam Board of Directors, to purchase two ManRoland Colourman Web Offset Presses. These new presses will be used in the production of the Vancouver Sun. Two presses will be operated each production day.

The Colourman Presses and the specifications will be as outlined in the letter from the publisher dated November 5, 1994.

The press configuration on the Colourman presses will be as attached to the Memorandum of Agreement.

These Colourman presses will be operated by our pressmen, CEP Local 2000.

	2007.
For the Company:	
For the Union:	

