

TAB 13

June 5, 2010 - May 31, 2017

COLLECTIVE AGREEMENT

between

THE GAZETTE,
A DIVISION OF CANWEST PUBLISHING INC.

(Composing Room)

and

LOCAL 145 OF THE COMMUNICATIONS, ENERGY AND

PAPERWORKERS UNION OF CANADA

(LOCAL 145, CEP)

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COLLECTIVE AGREEMENT

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**THE GAZETTE,
A DIVISION OF CANWEST PUBLISHING INC.**

(Composing Room)

and

LOCAL 145 OF THE COMMUNICATIONS, ENERGY AND

PAPERWORKERS UNION OF CANADA

(LOCAL 145, CEP)

SECTION 1 This Agreement is made and entered into this 13th day of April, 2010, by and between The Gazette, a division of Canwest Publishing Inc., through its authorized representatives, party of the first part, hereinafter sometimes referred to as the Company and Local 145 of the Communications, Energy and Paperworkers Union of Canada (Local 145, CEP), by a committee duly elected by members of The Gazette News Composing Chapel and authorized to act on its behalf, party of the second part, hereinafter sometimes referred to as the Union.

DURATION OF AGREEMENT

SECTION 2 The present agreement shall come into effect on June 5, 2010 and shall expire on May 31, 2017.

RENEWAL OF THE COLLECTIVE AGREEMENT

SECTION 3 Within ninety (90) days preceding the expiration of the present agreement, the Employer and the Union may enter into negotiations for a new agreement which will come into force on the day of its signing, unless there is an agreement to the contrary between the parties.

Within the two (2) weeks preceding acquiring the right to strike or lock-out, including the acquisition of such right through the operation of Article X of the agreement included in Appendix "C" of the present collective agreement, either of the parties may request the exchange of "Last final best offers", and both parties shall do so simultaneously and in writing within the following forty-eight (48) hours or

another time period if mutually agreed by the parties. The "Last final best offers" shall contain only those clauses or portions of clauses upon which the parties have not already agreed. Should there still not be agreement before the right to strike or lock-out is acquired, either of the parties may submit the disagreement to an arbitrator selected in accordance with the grievance procedure in the collective agreement. In such an event, the arbitrator, after having given both parties the opportunity to make presentations on the merits of their proposals, must retain in its entirety either one or the other of the "Last final best offers" and reject, in its entirety, the other. The arbitrator's decision shall be final and binding on both parties and it shall become an integral part of the collective agreement.

The terms and conditions of the present agreement shall remain in force until one or the other of the parties exercises its right to strike or lock-out or until a decision is rendered by an arbitrator as provided by the above paragraph.

JURISDICTION

SECTION 4 (a) The jurisdiction of the Union shall include and be limited to all traditional types of Composing Room work as described in the 1984-87 collective agreement which are performed within the confines of the composing room itself.

However, it is also understood that the Company alone may assign work as it sees fit in accordance with the business requirements it determines and that, therefore, any work functions, whether performed inside and/or outside the confines of the Composing Room, may be assigned to Composing Room employees and/or to others excluded from the bargaining unit.

SECTION 4 (b) It is agreed that one (1) week's minimum notice shall be given to the Union prior to the permanent transfer of any work functions outside the Composing Room.

TECHNOLOGICAL CHANGE

SECTION 5 (a) Technological change is a change brought about by the introduction of any equipment or new processes which function as a substitute for, or evolution of the present work in the department and which could result in a reduction of employees other than those listed in the separate Agreement between The Gazette and Le Syndicat Quebécois de

l'Imprimerie et des Communications, Local 145 dated November 12, 1982. (Appendix "B").

SECTION 5(b) The Company will notify the Union in writing at least three (3) months in advance of any contemplated technological change as defined above. The Company agrees to meet with the Union within ten (10) days of such notice to discuss the approach to training or any problems that might arise because of such 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 may be delayed up to a maximum of an additional sixty (60) calendar days.

Prior to the installation of any pagination equipment or major changes in processes, meetings will be held between representatives of the Company and the Union in order to determine a meaningful retraining programme for the employees affected.

RETRAINING

SECTION 6(a) The Director of Production or the Production Manager agree to meet bi-monthly during the term of this Agreement with the Union representatives as a committee to review the Company's personnel requirements, the desires for training of composing room regular situation holders, and the plans for and progress of retraining.

The Committee will address the situation of who shall be trained on any phase of work and in what order such training shall take effect.

Applications for future openings as technician need not be considered unless the applicant has satisfactorily completed an electronics training course approved by the Company.

SECTION 6(b) It is agreed that the Company will retrain first regular employees covered by this Agreement who desire to convert their present skills to the skills required by the new process or equipment. It is understood that such retraining shall be given in order of priority to employees who have the necessary competence and qualifications to meet the needs of the Company. It is further agreed that such retraining will be given without loss of regular wages.

Should a journeyman situation holder who has been selected to retrain on new equipment be required by the Company to take such retraining outside the plant of the Company, it is agreed that in addition to his/her regular wages, all

expenses incurred in connection with the retraining will be paid by the Company and that all such employees shall be treated equally.

SECTION 6(c) An employee who fails to become competent during retraining shall be permitted to transfer to another classification and, providing he/she has the necessary priority, he/she shall be given one additional opportunity to retrain. The foreman or assistant-foreman shall be the sole judge as to an employee's progress and competency during any retraining program. However, the Union may challenge the foreman's or assistant-foreman's decision as provided in Section 26 of the Agreement.

SECTION 6(d) Where an employee requests attendance at a course or seminar that has direct application to the current job or career development, and where prior approval of management has been obtained, the Company will pay 100% of the costs. This is paid at the time of enrollment if the program is to be completed in one attendance period of consecutive days. However, over an extended period, the Company's standard of payment of 50% of the program costs at the time of enrollment and 50% on successful completion shall apply.

Where an employee requests attendance at a course or seminar that has only limited job application but nevertheless some element of professional development, and where prior approval of management has been obtained, the Company standard is payment of 50% of program cost on satisfactory completion.

UNION MEMBERSHIP

SECTION 7(a) The Company agrees, as a general principle, to employ only members of Local 145 of the Communications, Energy and Paperworkers Union of Canada (Local 145, CEP) to perform all bargaining unit work. However, and as provided by Section 4 (a), it is also understood that the Company has the right to assign Composing Room work to others excluded from the bargaining unit, such work to be performed inside and/or outside the confines of the Composing Room. The Union shall furnish as many competent journeymen as are called for by the Company to meet their requirements and to endeavor to eliminate the necessity of any situation holder working a fifth, sixth or seventh shift. Should the Union be unable to supply sufficient number of competent journeymen at the straight-time rate to meet the needs of the Company, it is agreed that the Company may secure the help from any source.

The foreman or assistant-foreman shall create the number of situations necessary to meet the needs of the Company.

SECTION 7(b) It is understood that the foremen and assistant-foremen may perform bargaining unit work.

SECTION 7(c) In accordance with the Labour Code, the Company shall deduct Union dues on a weekly basis. Each month, dues collected along with an itemized list of deductions for each individual, shall be remitted to the Secretary-Treasurer of the Union no later than the fifteenth day of the following month. A copy of the list of Union dues deductions shall also be given to the Chapel Chairman.

It is further agreed that the Company shall report the total annual Union dues deductions paid by each employee on his or her income tax slips, such slips to be distributed no later than February 28 of each year.

HOURS

SECTION 8(a) Day work shall be between 7 a.m. and 6 p.m.

SECTION 8(b) Night work shall be between 6 p.m. and 7 a.m.

SECTION 8(c) Eight (8) hours shall constitute a day's work and thirty-two (32) hours a week's work; seven and one half (7½) hours shall constitute a night, split or lobster's work and thirty (30) hours a week's work. All time worked by journeymen on a shift after 10 p.m. and ending before 7 a.m. shall be paid for at lobster shift rates.

SECTION 8(d) When it is necessary to work split shifts, running from day into night hours or vice versa, said shift shall be paid for at the split rate.

SECTION 8(e) Regular situation holders shall report for work when time is called. Should a regular employee not report to work or communicate to the foreman or assistant-foreman that he/she has been delayed due to circumstances beyond his/her control within 30 minutes following the regular starting time, he/she may be replaced by others at the option of the foreman or assistant-foreman.

CALL BACK

SECTION 9 Employees who have left the building and are called back for overtime, other than for a fifth, sixth or seventh shift, after more than one hour from termination of

regular hours of work, shall receive time off at the regular overtime rate for the actual time worked on said call back, subject to the provision that the minimum amount of overtime paid for shall be half the number of hours in the employee's regular shift. It is understood that this guarantee shall not apply to notification to report early or when employees have been notified of the call back before leaving the building.

FULL SHIFT

SECTION 10 No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.

LUNCH PERIOD

SECTION 11 A lunch period of at least thirty (30) minutes and not more than forty-two (42) minutes shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work, and no member shall be required to work more than 4 1/2 hours without a lunch period.

Should anyone be required to work during any part of his/her regularly scheduled lunch period, a new lunch period will be scheduled at a mutually agreed upon time and extended by fifteen minutes.

WAGES

SECTION 12 (a) Employees covered by the Standard of Living Guarantee (Appendix "C") shall be paid a basic hourly rate determined by the Cost-of-living formula in such agreement.

SECTION 12 (b) All other Composing Room employees shall be paid at the rate of 50% of the above calculation.

SECTION 12 (c) Shift differentials: in addition to the basic wage rates, all employees working nights shall be paid \$4.00 per shift, and all employees working split or lobster shifts, \$5.00 per shift.

SECTION 12 (d) All pay statements and/or pay stubs shall be distributed electronically and/or in sealed envelopes.

OVERTIME

SECTION 13 (a) All time worked before or in excess of the hours of a regularly established shift shall be compensated in equivalent time off at the rate of time and one-half for the first three hours and double time thereafter. Overtime will be worked when required.

SECTION 13 (b) When an employee is required to work on a regular off day or night, or the fifth, sixth or seventh shift in any financial week, he/she shall be compensated in equivalent time off at the rate of time-and-one-half for the first eight (8) hours (seven and one half (7½) for for night, split or lobster shifts) worked, and double time for all subsequent hours worked.

STATUTORY HOLIDAYS

SECTION 14 (a) The following statutory holidays shall be observed in the plant of the Company: New Year's Day, the Monday that precedes May 25th, National Holiday, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, or days celebrated as such. All situation holders working in the calendar week in which a recognized holiday occurs shall be paid for recognized holidays at straight time rate.

In addition to the above statutory holidays, Boxing Day or January 2nd and Good Friday or Easter Monday shall also be observed in the plant of the Company. Should both days be celebrated in the department, employees shall have first choice between the two days by priority.

Consultation between the parties shall take place as to which day shall be celebrated for any of the above statutory holidays but it is agreed that the Company shall have the right to take the final decision in the best interest of its operations.

In addition to the day's pay all situation holders required to work on any of the above statutory holidays shall be paid the straight time rate. In addition to the day's pay all situation holders required to work overtime on any of the above holidays shall be paid the straight time rate plus double time.

It is understood that for the night and/or split shifts the statutory holidays mentioned above, or the days celebrated as such, will be celebrated the evening or night prior to said holiday or days celebrated as such.

Should a situation holder be away from work because of sickness or accident, it is agreed such employee will receive one day's pay for any of the statutory holidays listed in this section that occur during his/her sickness up to a period of six months.

However, it is understood that payment of statutory holidays under the present paragraph added to payment for the same days from any other sources paid in whole or in part by the Company, shall not exceed the equivalent of a day's pay at straight-time rate.

SECTION 14 (b) In addition to the nine (9) Statutory Holidays, provided for in Section 14(a), each regular situation holder shall be entitled to three (3) days leave of absence with pay at his/her regular rate of pay on days to be taken within the period April 1 to March 31 of the following year as scheduled by the foreman or assistant-foreman. Each regular situation holder shall also be entitled to a paid holiday on his/her birthday. Should the birthday occur on a slide day, holiday or during a vacation, another day off shall be scheduled on the first regular working day following such slide day, holiday or vacation.

SECTION 14 (c) When an employee's slide day falls on a holiday or when a holiday falls during an employee's vacation period such employee affected shall receive equivalent time off to be scheduled at a mutually agreeable time within three (3) months.

VACATIONS

SECTION 15 (a) All situation holders holding situations during the 12 months prior to April 1 of any year, shall be entitled to the following vacations with pay during the vacation period specified in Section 15(c) and 15(g):

Years of Service	Weeks of Vacation
1	3
6	4
12	5
20	6

All situation holders who have worked a portion of the 12-month period ended April 1 in any year will receive one day of vacation with pay for each 17 days or major fraction so worked.

However, sickness of six (6) months or less shall not reduce vacation entitlement in the following year.

Regular situation holders who have been laid off and subsequently rehired within eighteen (18) months, shall not be considered to have broken service for vacation entitlement provided they have maintained their priority as substitutes.

SECTION 15 (b) Each week of vacation is understood to mean four (4) working days or working nights.

SECTION 15 (c) Summer vacations which shall consist of two (2) consecutive weeks shall be scheduled by the office between June 1 and Labour Day, with consideration to priority and the needs of the Company. However, this will not preclude an employee taking the summer vacation outside the summer vacation schedule on a separate "outside summer" list, with consideration to priority and the needs of the Company.

SECTION 15 (d) It is agreed that compensation for vacation shall be at the employee's regular rate of pay for the shift on which he/she is employed.

SECTION 15 (e) Any employee covered by this Agreement leaving his/her place of employment voluntarily or otherwise or who is absent from work for personal illness for more than six (6) months, or who is absent from work while in receipt of Workmen's Compensation for more than six (6) months, or who is absent from work without pay for any other reason shall be entitled to his/her vacation pay on a prorata basis.

However, upon return to work such employee absent from work for personal illness or while in receipt of Workmen's Compensation shall be entitled to a minimum of two (2) weeks of vacation with pay for the current vacation year.

SECTION 15 (f) No employee will be allowed to forego vacation in any year for the purpose of adding to the length of vacation in any succeeding year.

The "Vacation Year" is April 1 to March 31. Employees shall accept and take vacations to the extent to which they are entitled before March 31st of the following year.

SECTION 15 (g) The third, fourth, fifth and sixth week of vacation shall be scheduled from April 1 to May 31 and from Labour Day to March 31 of the following year. It is agreed

that the members entitled to a third week of vacation will have choice of vacations over those members entitled to a fourth week of vacation, those members entitled to a fourth week of vacation will have choice of vacations over those members entitled to a fifth week of vacation, and those members entitled to a fifth week of vacation will have choice of vacations over those members entitled to a sixth week of vacation.

LEAVES OF ABSENCE

SECTION 16 (a) Leaves of absence without pay may be granted by the Company upon written request and such requests will not be unreasonably withheld.

UNION ACTIVITIES

SECTION 16 (b) Leave of absence granted for service as a full or part-time officer or representative of the Union shall not constitute a break in continuity of service for vacation entitlement.

If an employee is elected or appointed to any office or position of the Union or affiliated bodies, such employee, upon his/her request, shall be given a leave of absence without pay, and shall be reinstated in his/her work group upon expiration of such leave.

1) The Company will pay his/her weekly wages with the normal deductions.

2) Within thirty (30) days of receiving a bill for the following, the Union will reimburse the Company on his/her behalf:

- a) The weekly wages.
- b) The Company's contribution to the pension plan.
- c) The Company's contributions to the Quebec Pension Plan.
- d) The Company's contributions to the Quebec Health Insurance.
- e) The Company's contributions to the Unemployment Insurance Commission.
- f) Any other contribution paid out by the Company.

SECTION 16 (c) Any situation holder chosen by the Union to serve as a delegate to union conferences, education or similar activities shall be entitled to leaves of absence without pay provided that the total number of such paid

leaves of absence from the Composing Room staff shall not exceed six (6) working days per calendar year.

JURY DUTY

SECTION 16(d) A regular situation holder shall be paid the difference between the jury and witness fee and the regular straight-time wages lost for time served on a jury or for the time his/her presence as a witness was required in court in a case in which he/she is not an interested party.

BEREAVEMENT LEAVE

SECTION 16(e) Regular situation holders bereaved by the death of a parent, legal guardian, step-parent, child or legal step-child, spouse (legal or common-law), brother or sister shall have four (4) days leave of absence with pay at straight-time rate during the period of bereavement..

In addition, regular situation holders will be granted up to three (3) days leave of absence with pay to bereave the death of a mother-in-law or father-in-law. Regular situation holders bereaved by the death of a grandparent will be entitled to two (2) days leave of absence with pay during the period of bereavement.

Regular situation holders bereaved by the death of a brother-in-law, sister-in-law, uncle or aunt will be entitled to one (1) day leave of absence with pay during the period of bereavement.

PENSION BENEFITS

SECTION 17 The Company agrees that the benefits provided by the Company Pension Plan shall not be reduced during the term of this Agreement, provided that should government legislation be introduced which affects any benefit in the Pension Plan, the parties agree to meet to discuss the impact of such legislation and agree in principle that changes in the total cost or savings of the existing plan resulting from such legislation shall be shared between the Company and Union members pro-rata to their respective contributions.

Any employee requesting his/her amount of contributions to the Pension Plan made during the year shall receive same any time after January 15th of the following year.

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WELFARE PLAN

SECTION 18(a) (i) The Union will negotiate a Comprehensive Welfare Plan which will include Life Insurance, Accidental Death and Dismemberment, Supplemental Hospital and Major Medical, Vision Care and Dental Care benefits (hereinafter referred to as the Plan). The Company will accept the sole responsibility for premium payments required by the Plan to the complete exoneration of the Union and including the sole responsibility for the remittance of the employees' portion of the premiums deducted by the Company as billed by the insurance company, including such additions and changes and deletions under the terms of the Plan as have been notified by the Union to the insurance company and included in the insurance company monthly billing to the Company. For each full-time regular employee covered by this Agreement who joins the Plan, the Company agrees to contribute to the Plan over and above the weekly earnings for their employees, as follows:

Married	- \$58.46
Single	- \$49.34

The above contributions shall be in payment for the premiums for the Plan, including the Company Long-Term Disability Plan, but excluding the Short Term Weekly Indemnity Plan. The amount of the above contributions by the Company shall remain unchanged for the duration of this Agreement, except that any increase in premiums for the Long-Term Disability Plan will be entirely paid for by the Company.

It is agreed that the benefit provided under the Long-Term Disability Plan shall be based on the employee's normal straight-time earnings only.

(ii) The Company shall defray the entire cost of a Short Term Weekly Indemnity Plan for the benefit of all full-time regular employees covered by the present Agreement. Under such Plan, an employee shall receive 75% of his/her normal straight-time earnings for a maximum period of 26 weeks starting with his/her 3rd scheduled working day of disability.

It is understood that in cases of accident, hospitalization or day surgery such benefit shall start with the first scheduled working day of disability.

It is also understood that the above 2-day waiting period shall be waived in cases of recurrence of the same illness.

It is agreed that employees shall be required to supply appropriate medical certificates. The Company shall have the right to arrange for employees to submit to medical examinations by its appointed doctor or clinic before or after the commencement of weekly indemnity payments. The cost of any such examinations shall be borne by the Company.

SECTION 18 (b) Employees who have retired prior to the implementation of the revised Welfare Plan shall continue to be covered by the provisions in effect when they retired.

Full-time regular employees who are in the Welfare Plan and who elect to retire at the normal retirement age as prescribed in the Company Pension Plan, or later, although they may not necessarily be members of the Pension Plan, shall receive group health insurance benefits (major medical and hospital) and \$5,000.00 life insurance benefits paid for by the Company, at the amounts of coverage provided at the time of signing of this Agreement.

SECTION 18 (c) Should government legislation be introduced during the term of this Agreement which affects any benefit included in the Welfare Plan, referred to in Section 18(a), the parties agree to meet to discuss the impact of such legislation and agree in principle that changes in the total cost or savings of the existing plan resulting from such legislation shall be shared between the Company and Union members pro-rata to their respective contributions.

SECTION 18 (d) Even though an employee must leave work due to accident or sudden illness, he/she shall receive a full day's wages, provided that he/she seeks immediate medical attention at a hospital or otherwise, if this is deemed advisable in the judgment of the foreman or assistant-foreman.

The Company shall defray the cost of any doctor's certificate required of an employee.

SECTION 18 (e) Transportation from work to the hospital and from the hospital to the employee's home shall be furnished by the Company, when necessary.

WORKMEN'S COMPENSATION

SECTION 19 If a full-time regular employee is injured by reason of accident in the course of his/her work at The Gazette and such accident is covered by the Act Respecting Industrial Accidents and Occupational Diseases, the Company will pay full wages at straight-time rates for a period of

up to twenty-six (26) weeks, as long as the period of disability is simultaneously covered by the C.S.S.T. The employee is under the obligation of reimbursement in part, by transferring to the Company the wage compensation received from the commission applicable to the 26 week disability period.

Payments to an employee eligible under the terms of this Section together with payments from any form of government or other assistance shall in no instance amount in total to more than the employee's regular amount of wages as set out in the scale of wages as provided in Section 12 (a) or (b) of this Agreement.

HEALTH AND SAFETY

SECTION 20 (a) A Health and Safety Committee shall be established to consider health, safety and working conditions in the units covered by this Agreement. It shall be comprised of a maximum of two members designated by the Company and a maximum of two members designated by the Union.

The Committee shall meet at least once a month, and shall communicate its findings and recommendations to the Company and the Union. Meetings shall be held on Company time unless otherwise agreed.

The Union may choose to have a maximum of two (2) employee representatives from each of the other Gazette Unions participate in the deliberations of the Health and Safety Committee, when topics discussed at such meetings concern the other unions' health and safety at work.

At all meetings of the Committee there shall be a total of two votes with the Company and the Union representatives each having one vote. Unanimous recommendations of the Committee shall be implemented by the Company.

SECTION 20 (b) The Company agrees to keep The Gazette offices in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times. The Company agrees that it will attempt to maintain the temperature of the Composing Room at 72 degrees F.

SECTION 20 (c) No employee shall be required to perform an assignment if a hazard endangering that employee exists.

SECTION 20 (d) The cost of any new or replacement eyeglasses or contact lenses required and prescribed especially for VDT

work by an ophthalmologist selected by the Health and Safety Committee shall be paid for by the Company, but shall under no circumstances exceed two-hundred (\$200.00) dollars per twenty-four (24) month period.

SECTION 20 (e) All necessary safety equipment shall be supplied by the Company.

PRIORITY

SECTION 21 (a) When a day situation or preferred situation is open, preference shall be given in order of priority standing. Members last in priority standing in the office shall be required to fill night situations. If there is a reduction in staff on any shift the members so displaced may claim next preferred shift to which their priority entitles them. Priority also applies to new starting times but shall be limited to the shift on which such changes in starting times are contemplated.

SECTION 21 (b) In all transfers between shifts the top priority member shall have the option of acceptance or refusal of preferred position. In the event of refusal by priority member, he/she still retains priority for next preferred situation.

SECTION 21 (c) Priority standing is defined as the date and order in which employees are registered by the Union when joining the bargaining unit. Each employee's priority standing and company service is recognized as the dates appearing in Appendix "D".

SECTION 21 (d) At least two weeks notice shall be given when transfers are made between shifts or when regular starting times or slide days are changed. Such changes shall be in effect for a minimum period of three weeks, unless otherwise mutually agreed.

SECTION 21 (e) On all shifts the time each situation holder starts work shall be the same each day during the week except Saturdays, Sundays and the day preceding a Statutory holiday or on the day of a Statutory holiday.

CLASSES OF WORK AND TRANSFER

SECTION 22 (a) For the purpose of this Agreement departments are not recognized but classes of work shall be designated as follows:

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- 1- Technicians
- 2- Cameramen
- 3- Keyboard Operators
- 4- Floormen

SECTION 22 (b) It is agreed that general priority shall be recognized. However, the Union agrees that sufficient competent journeymen required to meet Company requirements will be available, at straight-time, at all times.

A member may not be transferred to work with which he/she is not familiar and from it be discharged for incompetency.

JOB SECURITY AND REDUNDANCY

SECTION 23 Those employees, and only those employees, listed in Appendix "A" shall have the job security in respect to volume provided by this section.

SECTION 23 (a) In the event of a decrease in volume, the Company shall notify the Union in writing of the number of compositors considered to be redundant, requesting a meeting within ten (10) days.

SECTION 23 (b) The number of compositors considered to be redundant shall be due to and proportional to the advertising lineage in the three previous consecutive months, compared to the same three month period in the previous year.

None of the employees listed in Appendix "A" shall be considered redundant due to seasonal variations in the volume of work.

SECTION 23 (c) The first three-month period having been established, a similar review shall be made in each subsequent period of three months. Another notice of redundancy may be made in case of a further drop in volume where the additional redundancy exceeds six or multiples of six. On the other hand, a reduction of the number determined above may be made in the case of an increase in volume or an attrition of numbers due to death, retirement or resignation.

SECTION 23 (d) A redundancy shall not be considered to have occurred unless the number of employees exceeds six. Should the adjusted number fall to six or less, having considered the net total of cumulative increase or decrease for all the previous periods of review, the notice(s) of redundancy shall be cancelled, beginning with the last previous notice.

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SECTION 23(e) The Company and the Union shall meet within ten (10) days of receipt by the Union of a written notice of redundancy. Should there be disagreement on the calculation of the number of redundant situations, or disagreement in respect to the interpretation of any other clause of this Section the dispute shall be referred to an arbitrator as provided in Section 26 of the Agreement. Such arbitrator may also consider arguments of "force majeure" by either party. The Company shall have the obligation to demonstrate that the redundancies are due to and proportional to the reduction in volume.

SECTION 23(f) A notice of redundancy shall bring about a one year retraining period, arranged in consultation with the Union, for a number of employees equivalent to the number declared to be redundant. Should it be possible to transfer employee(s) to other departments and so reduce the number of redundant situations to or below six the redundancy notice shall be cancelled. If a notice of redundancy is cancelled for any reason, the Company may discontinue the retraining program in respect to that redundancy.

SECTION 23(g) Through the period of one year following a notice, the redundancy may be reduced or eliminated by an increase in volume or by the attrition of death, retirement or resignation. However, failing this, the employee(s) previously declared redundant shall be laid off and shall be deleted from Appendix "A" subject to the provisions of Section 23(h) and (j) in respect to return or rehire. However, such employee(s) shall retain the job guarantee against layoff due to technological changes provided by a separate agreement signed by The Gazette and Le Syndicat Quebecois de l'Imprimerie et des Communications, Local 145 on November 12, 1982 (Appendix "B").

SECTION 23(h) In the event of attrition in the Composing Room due to death, retirement or resignation, or in the case of an increase in volume, where an increase in the number of regular employees is required by a calculation similar to that in (b) above, employees on the list of Appendix "A" who have been transferred to another department shall have the right of choice to return to the Composing Room.

SECTION 23(i) An employee who has been laid off and deleted from Appendix "A" shall have the option of remaining on the sub board or of resigning and accepting the provisions for dismissal of Section 25. Notwithstanding the provisions of Section 25, such an employee may resign and accept dismissal pay at the time of layoff or at any time later. The Company shall have no further obligations under this Section 23 to

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any employee after he/she has accepted the dismissal allowance.

SECTION 23(j) An employee who is on the list of Appendix "A", and who has been declared redundant and eventually laid off for lack of work may continue as a substitute. He/she shall be rehired in order of priority as a regular employee if an increase in the number of regular employees is required by a calculation similar to that in (b) above, or to replace a regular situation holder in the event of attrition in the composing room due to death, retirement or resignation. If rehired the employee shall resume the level of welfare and other benefits he/she had accumulated before the layoff and he/she shall be restored to Appendix "A".

SECTION 23(k) Subject to Section 23, a reduction in the force shall be accomplished by laying off the person last employed.

DISCHARGE

SECTION 24(a) The foremen and assistant-foremen may discharge an employee for just and sufficient cause and only then if the discharge is grieved, it is upheld in arbitration.

SECTION 24(b) In all cases of discharge, the foreman or assistant-foreman shall provide the employee with written reasons within three (3) working days of such discharge.

DISMISSAL PAY

SECTION 25 In the event of dismissal to reduce the force, a regular full-time employee shall be entitled to receive dismissal pay in a lump sum equal to one week's straight-time wages for every 4 months' continuous Company service or major fraction thereof, up to a maximum of fifty-two (52) weeks' wages.

Such pay shall be computed at the regular straight-time rate which was being paid at the time of dismissal. If an employee who has been dismissed to reduce the force is rehired for a regular situation he/she shall refund the Company any excess of dismissal pay he/she received over and above the amount of straight-time wages he/she would have received from the Company had he/she been working.

Any period of employment for which dismissal pay has been paid and not refunded shall not be counted as employment in

calculating dismissal pay which subsequently may be payable under this Section.

In the event of dismissal due to consolidation or suspension of publication, each regular full-time employee shall be entitled to a lump sum payment equal to one weeks' straight-time wages for every 4 months' continuous service with the Company or major fraction thereof up to a maximum of fifty-two (52) weeks' wages with a minimum payment under this provision being 19 weeks' wages.

JOINT STANDING COMMITTEE

SECTION 26 A standing committee of two representatives of the Company and a like committee of two representing the Union shall be appointed; the committee representing the Union shall be selected by the Union, and in the case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place. To this committee shall be referred in writing all disputes which may arise as to the scale of wages, the construction to be placed upon any clause of the Agreement, or alleged violation thereof, which cannot be settled otherwise, and such joint committee shall meet within three weeks when any such disputes shall have been referred to it for decision by the executive officers of either party to this Agreement. If agreement is not reached within 30 days, either party may declare to the other in writing its intention to refer the dispute to a single arbitrator, at the same time naming its choice for the arbitrator. The other party shall respond in writing within two weeks. If the two parties do not agree on the choice, either party may request the Minister of Labour to appoint the arbitrator. Should no such request for arbitration be made within the above thirty (30) days, the grievance shall be deemed to have been settled. The decision of this arbitrator shall be final and binding upon both parties, provided that local union laws not affecting wages, hours, or working conditions and the General Laws of Local 145 of the Communications, Energy and Paperworkers Union of Canada (Local 145, CEP) shall not be subject to arbitration. The conditions prevailing prior to the cause of the dispute shall be maintained until decided as above, only when the immediate implementation of such cause of the dispute would result in an irretrievable prejudice for the employee(s) involved.

In all cases of discharge, the burden of proof shall be upon the Company. The expenses of the arbitrator shall be borne equally by the Company and the Union. Out-of-court

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settlements shall be treated as mentioned above. However, it is understood that either party withdrawing unilaterally from the grievance procedure, within thirty (30) days of the arbitration hearing, shall pay all the arbitrator's fees and expenses.

It is agreed that arbitration will be limited to the terms and conditions of this Agreement.

It is agreed that members appointed by the Union to attend meetings of the Joint Standing Committee held during their regular shift shall be allowed to leave work to do so, without loss of pay.

Should a meeting fall during another shift than that of an appointee, such appointee will be allowed the equivalent time off (including reasonable travel time) from another of his/her regularly scheduled shifts.

Should a meeting fall during the slide shift of an appointed member, the Company will arrange for another day as slide day.

Meetings will be scheduled at times to be mutually agreed, considering first the demands of production.

FOREMEN AND ASSISTANT-FOREMEN REPRESENT COMPANY

SECTION 27 The foremen and the assistant-foremen are the representatives of the Company and as such, notwithstanding the provisions of Section 7 (b) of the present Agreement, excluded from the bargaining unit.

It is understood that instructions from foremen and assistant-foremen shall not discriminate against any employee and shall be carried out in a manner not inconsistent with the other provisions of this Agreement. It is also understood that such instructions and directives shall be communicated to the employees by their respective foreman or assistant-foreman or his/her designate.

STRUCK WORK

SECTION 28 The Company shall not require employees covered by this Agreement and the Union reserves the employees' right to refuse to process material received from, destined for, a shop or newspaper plant in which an authorized strike by, or lockout of, a subordinate union of The Communications, Energy and Paperworkers Union of Canada is

in progress. The Union will give the Company 48 hours notice that a strike or lockout is in progress before the processing of material may be stopped in accordance with the foregoing provision. The Union agrees that any refusal to execute work will be governed and limited by this section.

However, it is understood that in the event of such refusal, the Company shall have the right to insure the processing of such material and to lay off, without notice, as deemed necessary by Management.

PICKET LINES

SECTION 29 The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line where a strike of a local union which is certified to bargain for a unit of employees of The Gazette is in progress.

However, it is understood that such employee(s), once on a sympathy strike, shall not be permitted to resume work until the picket lines are lifted.

UNION BUSINESS

SECTION 30 (a) The Chapel Chairman or his/her deputy in his/her absence shall not be disciplined for action taken on behalf of the union to apply the terms of this Agreement.

SECTION 30 (b) It is agreed that the Chapel Chairman or his/her deputy in his/her absence may perform union duties during working hours without loss of wages, providing such duties are limited to urgent union business which cannot be performed outside working hours. It is understood that such union business shall under no circumstances cause any disruption to the operations.

SECTION 30 (c) The Company shall provide the translation of this Agreement from English to French for deposit with the Ministere du Travail et de la Main-d'oeuvre.

Not later than sixty (60) days after signing the Agreement in French the Company shall supply each employee with a copy of the agreement. In addition, ten (10) copies shall be provided to the local Union office.

SECTION 30 (d) It is agreed that the Company will allow 15 minutes at the end of the day shift and 15 minutes at the

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beginning of the night shift without loss of pay for members regularly scheduled to work, once a month for chapel meetings. The scheduling of such meetings shall be by mutual agreement between the foreman or assistant-foreman and the Chapel Chairman so as not to disrupt production.

NEGOTIATING COMMITTEE

SECTION 31 The Company shall recognize as a committee for the negotiation of a new collective agreement, two (2) employees from the Composing Room Chapel, whose names shall be provided to the Company in writing prior to the commencement of negotiations. These employees shall continue to receive their regular wages and benefits from the Company when they must be absent from work to participate in negotiation meetings as scheduled by the parties, or during conciliation. However, it is understood that such wages and other benefits shall be reimbursed to the Company by the Union.

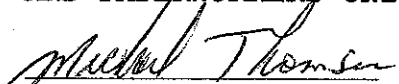
In witness whereof, we have hereunto set our hands and seals this 13th day of April, 2010.

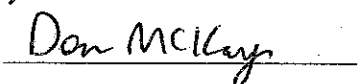
**THE GAZETTE,
A DIVISION OF CANWEST PUBLISHING INC.**



unassessment

**LOCAL 145 OF THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA**





APPENDIX 'A'

The following employees, listed in alphabetical order, are covered by the provisions of the present agreement.

- BLONDIN, Rita
- BRAZEAU, Joseph
- DI PAOLO, Eriberto
- GOHIL, Umed
- REBETEZ, Pierre
- THOMSON, Michael

APPENDIX "B"

The parties agree to duplicate hereunder the text of an agreement entered into between them the 12th day of November, 1982. This agreement forms an integral part of the present labour agreement without affecting its civil status beyond the collective agreement. Therefore, the parties declare that it is their intent that said agreement remain fully in force, subject to the terms and conditions contained therein, notwithstanding the expiry of the present labour agreement.

AGREEMENT

between

THE GAZETTE, a division of Southam Inc., a legally incorporated company, having its head office and its principal place of business at 250 St. Antoine St. West, Montreal, Quebec. (hereinafter called the Company);

AND:

LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, LOCAL 145, an association of employees organized in the Province of Quebec and duly accredited by the Minister of Labour and Manpower to represent the employees hereunder mentioned, and having its principal place of business for the Province of Quebec at 627 Faillon St. East, Montreal, Quebec (hereinafter called The Union);

AND:

Aime Alarie et al, employees of the employer, numbering 200, whose names appear in the appendix to the present document (hereinafter called the employees).

AGREEMENT entered into this 12th day of November, 1982 between The Gazette, a division of Southam Inc., and Le Syndicat Quebecois de l'Imprimerie et des Communications, section locale 145, acting on behalf of the 200 employees whose names appear on Appendix "i" attached hereto, hereinafter called the employees.

I.-- COVERAGE. -- This agreement covers the 200 employees of the Composing Room who are named in the attached Appendix "i". The named employees are covered by this Agreement only if they remain members in good standing of the Union.

The present agreement will come into effect only at the time when the collective agreement between the employer and the Union as mentioned below, similarly in the case of future collective agreements, shall end, disappear, become without value or, for any other reason become null and void or inapplicable.

II.-- TERM OF AGREEMENT. -- This agreement shall remain in effect until the employment of all the persons named in the attached Appendix "i" has ceased. Neither party shall raise any matter dealt with in this Agreement in future negotiations for any new collective agreement.

III. -- JOB GUARANTEE. -- In return for the right to continue to move ahead with technological changes, the Company undertakes to guarantee and guarantees to protect the employees named in the attached Appendix "i" from the loss of regular full-time employment in the Composing Room due to technological changes. The full-time employment provided by this guarantee shall be at full pay at not less than the prevailing Union rate of pay as agreed to in the collective agreements which will be negotiated between the parties from time to time.

Technological change is defined as a change brought about by the introduction of any new equipment or new processes which function as a substitute for, or evolution of the work presently performed or under the jurisdiction of the Union in the department.

IV. -- LOSS OF COVERAGE. -- This agreement will cease to apply to an employee for only one or other of the following reasons:

1. Death of the employee.
2. Voluntary resignation by a regular full-time employee.
3. Termination of employment at the date stipulated in Appendix "i" for each employee.
4. Final permanent discharge from the Company. Permanent discharge can only occur for major offence and only then, if the discharge is grieved, and is upheld in arbitration. This is the standard to be used in interpreting permanent discharge and can be varied solely by mutually agreed to amendments to the collective agreement.

V. -- EMPLOYER'S EXISTENCE. -- This agreement will be applicable for its terms, irrespective of the owner(s) of The Gazette (even if the name is later changed). Therefore,

it will be binding on purchasers, successors, or assigns of the Company. Similarly, it will be binding even if The Gazette newspaper permanently ceases publication but the production facilities continue in such activities as commercial printing. It will no longer be binding if the Company permanently ceases to exist. But in the event publication or operation of the production facilities is begun again, the full terms and conditions of this agreement will be reinstated.

This agreement shall be binding on the successors of Le Syndicat Quebecois de l'Imprimerie et des Communications, section locale 145 as provided by Quebec Law.

VI. --JOB TRANSFERS. -- If an employee is transferred to another department, he will continue to be covered by this agreement. Such a transfer shall have the mutual agreement of the parties, the employee and, if required by the applicable collective agreement, any other union involved.

In the case of a transfer, the employee will be subject to the provisions of the applicable collective agreement if any (other than referred to in Paragraph III - Job Guarantee of this Agreement), including permanent discharge. In the case of retirement or permanent discharge, coverage by this agreement will cease.

If an employee working outside the department as a result of a transfer is laid off in another jurisdiction by operation of seniority or other provisions, that employee shall be transferred back to his or her original department with priority originally held at time of transfer, as a regular full-time employee of the Company.

This employee may be transferred to a further jurisdiction within the Company, if mutually agreed between the parties, the employee and, if required by the applicable collective agreement, any other union involved.

VII. -- GRIEVANCE PROCEDURE -- In the event of a dispute as to the interpretation, application, or breach of this agreement, the grievance procedure to be followed shall be that laid out in the collective agreement between the Company and the Union, which is in effect at the time that the grievance is initiated.

In the case where the Union ceases to exist, or if the Union is no longer the accredited bargaining agent, an employee who is named in Appendix "i" may have recourse to

the procedure for the resolution of grievances provided by the Labour Code.

The parties to this agreement intend and consent that the present agreement be in the English language.

IN WITNESS WHEREOF, the parties have signed this 12th day of November, 1982.

THE GAZETTE

R. Richardson
R. Barnett

**LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE ET
DES COMMUNICATIONS, section locale 145**

Don McKay
L. L. Kent

I, the undersigned, being one of the employees covered by the agreement between The Gazette and Le Syndicat Quebecois de l'Imprimerie et des Communications, section locale 145, dated November 12, 1982, declare I have read and understood the said agreement and, in particular, that my employment will terminate at the date shown hereunder. I agree to be bound by the terms and conditions of this agreement equally with the other parties to this agreement, the whole as witnessed by my signature placed below.

APPENDIX "i"

Name	Date of termination of employment
ALARIE, Fernand	31-08-93
BANTON, Peter	28-02-17
BENNETT, Douglas	31-05-97
BENTON, William	31-05-05
BIENVENUE, Fernand	31-01-99
BILLINGTON, Keith	31-05-09
BLONDIN, Rita	30-04-13
BRAZEAU, Joseph	31-07-15
BUCHANAN, Stanley	30-11-05
CHARRON, Francois	30-04-10
CLARKE, Winston	31-12-02

CORBELL, Guy	30-09-05
CRAWFORD, Donald	30-04-07
CROWLEY, John	30-04-04
DAVIES, Robert	31-08-07
DELEON, Marian	31-08-11
DESJARDINS, Yvon	31-10-19
DI PAOLO, Eriberto	31-12-10
DUMONT, Nicole	31-07-25
DURANLEAU, Jean	31-03-15
FOUCAULT, Guy	30-06-00
FOUCAULT, Roger	31-03-96
GAGNON, Gilles	28-02-01
GALARDO, Alfredo	31-03-98
GANDEY, William	30-06-15
GARNEAU, Fernand	30-11-97
GAUTHIER, Jacques	31-12-97
GENDRON, Rodrique	31-12-03
GEOFFROY, Claude	31-10-03
GODBEER, Charles	31-03-16
GOHIL, Umed	31-10-10
GOODHAND, Gerald	30-06-08
GRIFFITH, Calvin	30-04-05
GRONDIN, Marie-Andree	31-10-25
HALL, Llewellyn	31-08-01
HOLFORD, Henry	31-07-93
HOLLOWAY, Horace	30-09-03
JOWLE, David	31-01-15
KAROVITCH, Morris	31-10-00
KENT, Laurence	31-05-04
KERWIN, Timothy	31-03-99
LACAS, Gilles	31-08-00
LAVERY, Ronald	30-11-02
LAWSON, Peter	31-12-99
MackAY, Neil	30-09-07
MANFIELD, Harold	31-07-06
MARTIN, Jean-Pierre	28-02-10
McCREADY, Robert	29-02-04
MONGRAIN, Jean-Guy	30-06-00
PELLEGRINI, Anacleto	30-04-12
PLOUFFE, Andre	28-02-94
POIRIER, Jean-Yves	30-11-01
POIRIER, Michelle	31-01-00
REBETEZ, Pierre	31-05-17
RUSSELL, Carl	31-03-97
SAMUEL, Brian	31-05-06
SMEALL, Brian	31-05-17
STE-MARIE, Guy	31-03-07
STENHOUSE, David	30-09-20
STIEBEL, John	30-09-13
STOCKWELL, Leslie	31-12-07

STREET, John	31-12-02
STRIKE, Donald	30-09-13
SUTAK, John	31-05-93
SZITASI, Edmund	31-01-04
THOMSON, Michael	31-08-13
TODD, James	30-06-09
TREMBLAY, Marc	31-07-08
VEITCH, Gary	31-03-13
WARD, Donald	31-05-00
WHELAN, Thomas	30-03-95
WILDING, Peter	31-12-18

APPENDIX "C"

The parties agree to duplicate hereunder the text of an agreement entered into between them the 5th day of March 1987. This agreement forms an integral part of the present labour agreement without affecting its civil status beyond the collective agreement. Therefore, the parties declare that it is their intent that said agreement remain fully in force, subject to the terms and conditions contained therein, notwithstanding the expiry of the present labour agreement.

AGREEMENT

BETWEEN

THE GAZETTE, a division of Southam Inc., a legally incorporated company, having its head office and its principal place of business at 250 St. Antoine St. West, Montreal, Quebec (hereinafter called the Company);

AND:

LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, LOCAL 145, an association of employees organized in the Province of Quebec and duly accredited by the Minister of Labour and Manpower to represent the employees hereunder mentioned, and having its principal place of business for the Province of Quebec at 627 Faillon St. East, Montreal, Quebec (hereinafter called the Union);

AND:

Aime Alarie et al, employees of the Company, whose names appear in the appendix to the present document (hereinafter called the employees).

I. INTENT -

- A. The undersigned parties agree that Section 4 (Jurisdiction) in the collective agreement between the Company and Union signed on March 5th, 1987 and for the period May 1, 1987 to April 30, 1990 contains substantial, intended modifications and changes from Section 4 (Jurisdiction) in the preceding collective agreement (1984-87) between the same parties and more specifically by such modifications and changes intend as follows:

- a) deletion of Section 4 (Jurisdiction) contained in the 1984-87 collective agreement and all other references to "jurisdiction" in such collective agreement;
- b) jurisdiction is limited to existing Composing Room work performed within the confines of the existing Composing Room;
- c) the Company may transfer any work, equipment and/or process, in whole or in part, out of the Composing Room and/or out of the jurisdiction of the Composing Room bargaining unit without violating the provisions of Section 4 (Jurisdiction) and therefore shall be free from jurisdictional claims;
- d) only members of the Composing Room bargaining unit shall perform traditional bargaining unit work as described in the 1984-87 collective agreement within the confines of the Composing Room. However, it is understood that work performed by foremen and assistant-foremen, work presently performed by editorial employees in the Composing Room and any other non bargaining unit work including, but not limited to, janitorial services, building maintenance, and so forth, is excluded from such jurisdiction.

B. For so long as the above agreements and understandings as well as the provisions of the present agreement generally shall be in full force and effect, the Company agrees to maintain, as fully described in Article V of the present agreement, the standard of living of Composing Room employees who are parties to the present agreement and who meet the conditions of Article II, COVERAGE, of the present agreement.

II. COVERAGE - This agreement covers all Composing Room employees (and Mailroom transfers) as of March 5th, 1987 who sign the agreement and also signed the previous agreement (Job security - Technological changes) and whose names appear in the attached Appendix "ii". The named employees are covered by this agreement only if they remain members in good standing of the Union. The

agreement will apply to transferred employees only when such employees are working in the Composing Room.

The present agreement will come into effect only at the time when the collective agreement between the employer and the Union as mentioned below, similarly in the case of future collective agreements, shall end, disappear, become without value or, for any other reason become null and void or inapplicable.

III. TERM OF AGREEMENT - This agreement shall remain in effect until the employment of all the persons covered by this agreement has ceased in accordance with Article VI hereof. Subject to Articles V and X hereof, neither party shall raise any matter dealt with in this agreement in future negotiations for any new collective agreement.

IV. JOB GUARANTEE - All terms and conditions of "Job security and redundancy" (Section 25 and Letters of Understanding, re: Notice of redundancy and : Redundancies) of the 1987-90 collective agreement shall be maintained unless mutually agreed by the Company and its employees' representatives.

V. COST OF LIVING FORMULA: As stated above, Composing Room employees who signed the present agreement shall have their hourly wages adjusted annually in accordance with the following formula:

DEFINITIONS:

Consumer Price Index (C.P.I.)
(Re: Statistics Canada, 1981: 100, Montreal area)

- a: C.P.I. at the end of the period (March 31st of every year)
- b: C.P.I. at the beginning of the first period of reference (April 1, 1986)
- c: Prevailing hourly rate of pay for the duration of the present agreement: \$25.00/hr (or \$26.67 for night, split or lobster shifts)

Formula: $\frac{(a - b)}{b} \times c = \text{Cost of living adjustment}$

Cost of living adjustment + \$25.00/hr (or \$26.67 for night, split or lobster shifts) = Hourly rate for the period

Such wage adjustments shall be made once a year, the hourly rate for the period being effective from July 1st of each year.

Should the C.P.I. base year (1981:100) be changed, it is agreed that the formula shall be adjusted accordingly by mutual agreement.

It is also agreed that should Statistics Canada discontinue C.P.I. figures required for the formula, an alternative and equivalent formula shall be adopted by mutual agreement of the parties.

VI. LOSS OF COVERAGE - This agreement will cease to apply to an employee for only one or other of the following reasons:

1. Death of the employee.
2. Voluntary resignation by a regular full-time employee.
3. The date stipulated in Appendix "ii" for each employee regardless of his/her employment status after such date.
4. Final permanent discharge from the Company. Permanent discharge can only occur for major offence and only then if the discharge is grieved, and is upheld in arbitration. This is the standard to be used in interpreting permanent discharge and can be varied solely by mutually agreed to amendments to the collective agreement.

VII. EMPLOYER'S EXISTENCE - This agreement will be applicable for its terms, irrespective of the owner(s) of The Gazette (even if the name is later changed). Therefore, it will be binding on purchasers, successors, or assigns of the Company. Similarly, it will be binding even if The Gazette newspaper permanently ceases publication but the production facilities continue in such activities as commercial printing. It will no longer be binding if the Company permanently ceases to exist. But in the event publication or operation of the production facilities is begun again, the full terms and conditions of this agreement will be reinstated.

This agreement shall be binding on the successors of Le Syndicat Quebecois de l'Imprimerie et des Communications, Local 145 as provided by Quebec Law.

VIII. JOB TRANSFERS - In the case of a transfer to another department, which shall be on a voluntary basis, the

employee will be subject to the provisions of the collective agreement in that department, if any, or to any other provisions agreed upon by the parties. However, if an employee working outside the department as a result of a transfer is laid off in another jurisdiction by operation of seniority or other provision, that employee shall be transferred back to the Composing Room with priority originally held at time of transfer as a regular full-time employee of the Company, and shall once again be covered by the provisions of the present agreement.

IX. GRIEVANCE PROCEDURE - In the event of a disagreement with respect to the interpretation, application, and/or alleged violation of this agreement, the matter shall be deemed to be a grievance and shall be submitted and disposed of in accordance with the grievance and arbitration procedures in the collective agreement between the Company and the Union, which is in effect at the time that the grievance is initiated. The parties agree that the decision of the arbitrator shall be final and binding. In the case where the Union ceases to exist, or if the Union is no longer the accredited bargaining agent, an employee who is named in Appendix "ii" may have recourse to the procedure for the resolution of grievances provided by the Quebec Labour Code.

X.- AMENDMENTS The parties acknowledge that all of the provisions of the present agreement are essential terms and conditions necessary to the validity of the agreement.

Therefore, should any clause of the present agreement in whole or in part, be declared invalid, inoperative or inapplicable by any tribunal of competent jurisdiction or by legislation, the Company and the Union agree to meet forthwith for the purpose of concluding an amended agreement binding upon all parties. It is agreed in principle that the essential elements of the agreement shall be maintained through amended formulas, by providing equivalent provisions or through any other agreement the parties may reach in their negotiations.

If, within ninety (90) days following such a decision from a tribunal or by legislation as referred to above, the parties are unable to conclude such an amended agreement, the parties agree that the provisions of the present agreement and the collective agreement shall apply until one or the other of the parties exercises its right to strike or lock-out as provided by Section 107 of the Quebec Labour Code or until a decision is

rendered by an arbitrator as provided by the next section of the present agreement.

XI. RENEWAL OF COLLECTIVE AGREEMENTS AND SETTLEMENT OF DISPUTES - Within ninety (90) days before the termination of the collective agreement, the Employer and the Union may initiate negotiations for a new contract. The terms and conditions of the agreement shall remain in effect until an agreement is reached, a decision is rendered by an arbitrator, or until one or the other of the parties exercises its right to strike or lock-out..

Within the two weeks preceding acquiring the right to strike or lock-out, including the acquisition of such right through the operation of Article X of the present agreement, either of the parties may request the exchange of "Last final best offers", and both parties shall do so simultaneously and in writing within the following forty-eight (48) hours or another time period if mutually agreed by the parties. The "Last final best offers" shall contain only those clauses or portions of clauses upon which the parties have not already agreed. Should there still not be agreement before the right to strike or lock-out is acquired, either of the parties may submit the disagreement to an arbitrator selected in accordance with the grievance procedure in the collective agreement. In such an event, the arbitrator, after having given both parties the opportunity to make presentations on the merits of their proposals, must retain in its entirety either one or the other of the "Last final best offers" and reject, in its entirety, the other. The arbitrator's decision shall be final and binding on both parties and it shall become an integral part of the collective agreement.

The parties to this agreement intend and consent that the present agreement be in the English language.

IN WITNESS WHEREOF, the parties have signed this 5th day of March, 1987.

**THE GAZETTE,
A DIV. OF SOUTHAM INC.**

**LE SYNDICAT QUEBECOIS
DE L'IMPRIMERIE ET
DES COMMUNICATIONS,
LOCAL 145**

Jean-Pierre Tremblay
Bob Williams
John McLachlan

Don McKay
L.L. Kent
Robert McCready

I, the undersigned, being one of the employees covered by this agreement between The Gazette and Le Syndicat Quebecois de l'Imprimerie et des Communications, Local 145 dated March 5th, 1987 declare I have read and understood the said agreement and, in particular, that it shall terminate at the date shown hereunder or as otherwise stated in the said agreement. I agree to be bound by the terms and conditions of this agreement equally with the other parties to this agreement, the whole as witnessed by my signature below:

APPENDIX "ii"

NAME	EXPIRY DATE
ALARIE, Fernand	31-08-93
BANTON, Peter	28-02-17
BENNETT, Douglas	31-05-97
BENTON, William	31-05-05
BIENVENUE, Fernand	31-01-99
BILLINGTON, Keith	31-05-09
BLONDIN, Rita	30-04-13
BRAZEAU, Joseph	31-07-15
BUCHANAN, Stanley	30-11-05
CHARRON, Francois	30-04-10
CLARKE, Winston	31-12-02
CORBEIL, Guy	30-09-05
CRAWFORD, Donald	30-04-07
CROWLEY, John	30-04-04
DAVIES, Robert	31-08-07
DELEON, Marian	31-08-11
DESJARDINS, Yvon	31-10-19
DI PAOLO, Eriberto	31-12-10
DUMONT, Nicole	31-07-25
DURANLEAU, Jean	31-03-15
FOUCAULT, Guy	30-06-00
FOUCAULT, Roger	31-03-96
GAGNON, Gilles	28-02-01
GALARDO, Alfredo	31-03-98
GANDEY, William	30-06-15
GARNEAU, Fernand	30-11-97
GAUTHIER, Jacques	31-12-97
GENDRON, Rodrigue	31-12-03
GEOFFROY, Claude	31-10-03
GODBEER, Charles	31-03-16
GOHIL, Umed	31-10-10
GOODHAND, Gerald	30-06-08
GRIFFITH, Calvin	30-04-05
GRONDIN, Marie-Andree	31-10-25
HALL, Llewellyn	31-08-01

HOLFORD, Henry	31-07-93
HOLLOWAY, Horace	30-09-03
JOWLE, David	31-01-15
KAROVITCH, Morris	31-10-00
KENT, Laurence	31-05-04
KERWIN, Timothy	31-03-99
LACAS, Gilles	31-08-00
LAVERY, Ronald	30-11-02
LAWSON, Peter	31-12-99
MackAY, Neil	30-09-07
MANFIELD, Harold	31-07-06
MARTIN, Jean-Pierre	28-02-10
McCREADY, Robert	29-02-04
MONGRAIN, Jean-Guy	30-06-00
PELLEGRINI, Anacleto	30-04-12
PLOUFFE, Andre	28-02-94
POIRIER, Jean-Yves	30-11-01
POIRIER, Michelle	31-01-00
REBETEZ, Pierre	31-05-17
RUSSELL, Carl	31-03-97
SAMUEL, Brian	31-05-06
SMEALL, Brian	31-05-17
STE-MARIE, Guy	31-03-07
STENHOUSE, David	30-09-20
STIEBEL, John	30-09-13
STOCKWELL, Leslie	31-12-07
STREET, John	31-12-02
STRIKE, Donald	30-09-13
SUTAK, John	31-05-93
SZITASI, Edmund	31-01-04
THOMSON, Michael	31-08-13
TODD, James	30-06-09
TREMBLAY, Marc	31-07-08
VEITCH, Gary	31-03-13
WARD, Donald	31-05-00
WHELAN, Thomas	30-03-95
WILDING, Peter	31-12-18

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APPENDIX "D"

EMPLOYEES' PRIORITY AND COMPANY SERVICE
AT SIGNATURE OF THE COLLECTIVE AGREEMENT

NAMES	COMPANY SERVICE	PRIORITY
GOHIL, Umed	22-11-76	05-11-75
BRAZEAU, Joseph	27-05-79	26-03-79
DI PAOLO, Eriberto	11-05-80	13-04-80
BLONDIN, Rita	11-05-80	13-04-80
THOMSON, Michael	01-08-81	13-04-80
REBETEZ, Pierre	25-01-82	13-04-80

LETTER OF UNDERSTANDING
RE: LEAVING EARLY ON STATUTORY HOLIDAYS

It is agreed that, when any of the nine (9) statutory holidays are worked, employees will be allowed to leave early when the normal work for the shift has been completed. (The floating holidays are excluded.)

FOR THE UNION

Mickey Thomson
Don McKay

THE COMPANY

[Signature]
[Signature]
W. J. [Signature]

LETTER OF UNDERSTANDING
RE: REPRODUCTION

It is understood that the reproduction clause in previous agreements, and which is deleted from the present Agreement, functioned as a measure of job security and that the redundancy clause of the present Agreement (section 23) now serves that purpose.

The Company shall have no obligations remaining to the Union in regard to any previous or future reproduction claims.

FOR THE UNION

Mickey Thomson
Don McKay

THE COMPANY

[Signature]
[Signature]
W. J. [Signature]

LETTER OF UNDERSTANDING
RE: SLIDE DAY SCHEDULE

The Company shall notify the Union two weeks in advance of any changes to the slide day schedule. The Union shall have the right to propose alternative slide day schedules which shall be implemented providing such schedule meets the production requirements.

The Company agrees to meet with the Union, at the time of revision of any slide day schedule and endeavours to address any problem expressed by the Union as to the implications of such new schedules on the employees involved.

FOR THE UNION

Michael Thomson
Don McKay

THE COMPANY

[Signature]
[Signature]
William [Signature]

LETTER OF UNDERSTANDING
RE: NOTICE OF REDUNDANCY

The Union and the Company agree the following will be carried out, in addition to the provisions of Section 23, after the notification by the Company to the Union of a redundancy due to a decrease in volume.

The parties shall meet to determine alternatives to the provision for layoff provided by Section 23(g). These alternatives shall include the possibilities for transfer to other departments, monetary incentives for early retirements, and financial settlements in return for voluntary resignations.

FOR THE UNION

Michael Thomson
Don McKay

THE COMPANY

[Signature]
[Signature]
William [Signature]

LETTER OF UNDERSTANDING
RE: REDUNDANCIES

All calculations described in Section 23 due to variations in advertising linage shall be applied in the same manner as previous redundancies.

FOR THE UNION

Michael Thomas
Don McKay

THE COMPANY

[Signature]
[Signature]
responsible

LETTER OF UNDERSTANDING
RE: JOB SECURITY, TECHNOLOGICAL CHANGE AND POTENTIAL
GOVERNMENT INTERVENTION

The parties acknowledge that Section 5(a), 6(d), 23(g), Appendix "B" (including Preamble, Agreement and Appendix (i) of the collective agreement) and Letter of Understanding, re: Notice of redundancy, contain essential terms and conditions necessary to the collective agreement.

The parties further acknowledge that the necessary staff reductions essential to the agreement were and will be achieved by way of individual predetermined employment contracts as stipulated in Appendix "B" of such collective agreement rather than by layoff in order of least seniority.

Should any clause, in whole or in part, be declared invalid inoperative or inapplicable by any tribunal of competent jurisdiction or by legislation, the parties agree to meet forthwith for the purpose of concluding an amended collective agreement relating to staff reduction in job security and technological change. It is agreed in principle that the essential elements of job security, technological change and staff reduction shall be maintained through amended formulas, by providing equivalent provisions or through any other agreement the parties may reach in their negotiations.

If, within ninety (90) days following such a declaration from a tribunal or by legislation as referred to above, the parties are unable to conclude such an amended agreement, the parties agree that the said provisions shall apply, until one or the other of the parties exercises its right to strike or lock-out as provided by Section 107 of the Labour Code.

FOR THE UNION

Michael Thomas
Don McKay

THE COMPANY

[Signature]
[Signature]
William [Signature]

LETTER OF UNDERSTANDING
RE: DOWNSIZING COMPOSING ROOM OPERATIONS
VOLUNTARY PROGRAMS

The parties recognize the necessity for the Company to rationalize its operations and to reduce accordingly the number of shifts currently worked by employees covered by the present collective Agreement.

To encourage early voluntary separation and/or to reduce its current Composing Room liability, the Company offers the following voluntary program. It is understood that the present letter of understanding shall apply for the six (6) months following the signing of the Collective Agreement only.

BUY-OUT:

Any employee who wishes to terminate his/her employment with the Company will be entitled to the following lump sum payment less applicable deductions:

The lesser of:

\$125,000

OR

One-third (1/3) of the savings of the Company assuming that otherwise there would have been a termination of employment of the employee at the age of sixty-five (65) years old, i.e. the following formula:

$$(65 - \text{age of the employee}) \times 52 \times \text{presently applicable weekly salary} / 3$$

NOTE

It is understood that the Company reserves the right to limit the number of employees eligible for buy-outs. In cases of conflict, the usual priority principles shall apply.

FOR THE UNION

Michael Thomas
Don McKay

THE COMPANY

[Signature]
[Signature]
William Montecinos

LETTER OF UNDERSTANDING
RE: PAY EQUITY

The present letter reflects the parties' mutual understanding on the following subjects:

1. Within seven (7) days from the signature of the present Collective Agreement, Local 145 of the Communications, Energy and Paperworkers Union of Canada ("Local 145, CEP") will request from The Gazette that a separate and distinct Pay Equity Plan applicable to its bargaining unit be established.
2. Both the Gazette and Local 145, CEP will appoint their respective Pay Equity Committee members in accordance with the provisions of the Pay Equity Act, who agree to participate fully in the pay equity process, including undergoing required training, until completion of the Plan.
3. Notwithstanding anything to the contrary, all new terms and provisions of the collective agreement resulting from the March 2010 negotiations between the parties shall be effective as of June 5, 2010.
4. However, should at any time the distinct Pay Equity Plan for Local 145, CEP bargaining unit be considered unacceptable or contrary to the Pay Equity Act by the Commission de l'Équité Salariale and/or by any tribunal of competent jurisdiction and/or by legislation, and should therefore the positions covered by the Compositor bargaining unit need to be included in The Gazette's General Pay Equity Plan, it is understood that:
 - (a) The new Short Term Weekly Indemnity Plan provisions of section 18(a)(ii) of the Collective Agreement shall be deleted from the Collective Agreement and shall cease to apply as of the first date it becomes known that the distinct Pay Equity Plan is unacceptable or contrary to the Pay Equity Act, and that
 - (b) The expiration date of the Collective Agreement as provided for in section 2 of the Collective Agreement shall be modified to June 4, 2014.

(c) The parties will then agree to execute and file the required documents to confirm the amendments to the Collective Agreement resulting from paragraphs (a) and (b) above.

FOR THE UNION

Michael T. Tomco

Don McKay

THE COMPANY

[Signature]

W. C. Armstrong