

TAB 4

This is Exhibit « A » to the

Affidavit of ERIBERTO DI PAOLO

Sworn before me this 2nd day of December 2010

Sylvie Santos

Commissioner for Taking Affidavits



This is Exhibit « A » to the
Affidavit of RITA BLONDIN

Sworn before me this 2nd day of December 2010

Sylvie Santos

Commissioner for Taking Affidavits



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 QUEBÉCOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, SECTION LOCALE 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 Québec at 627 Faillon Street East, Montreal, Québec (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 _____ day

of 12 NOV 1982, 1983 between The Gazette, a division of Southam Inc., and Le Syndicat Québécois 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 Québécois 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 _____ day of 15 APR 1983 1983.

THE GAZETTE

[Signature: A. Barnett]
[Signature: H. Schachar]

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

[Signature: Doug McKay]
[Signature: L. Kerit]

I, the undersigned, being one of the employees covered by the agreement between The Gazette and Le Syndicat Québécois 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	Signature of employee	Signature of witness	Date
ALARIE, Aimé	30-09-91			
ALARIE, Fernand	31-08-93			
ALARIE, Jean-Charles	28-02-83			
AUBRY, Roland	31-10-92			
BANTON, Peter	28-02-17			
BATSFORD, Kenneth	28-02-89			
BEAUCHAMP, André	30-04-09			
BENNETT, Douglas	31-05-97			
BENTON, William	31-05-05			
BERNARD, Lloyd	30-09-89			
BIENVENUE, Fernand	31-01-99			
BILLINGTON, Keith	31-05-09			
BLONDIN, Rita	30-04-13			
BOGLE, William	31-07-90			
BOWEN, Leonard	31-03-90			
BRALEY, Leslie	30-09-86			
BRAZEAU, Joseph	31-07-15			
BRETON, Jean-Paul	30-09-96			
BROWN, Renn	30-09-89			
BROWN-URE, William	28-02-90			
BRUCE, John	28-02-89			
BUCHANAN, Stanley	30-11-05			
BURNETT, Margaret	31-01-87			
CAVE, Brian	31-10-09			
CECCHINI, Ray	31-10-94			
CHARRON, Francois	30-04-10			
CHEVRETTE, Roger	31-05-89			
CHRISTOFFER, Harry	31-07-03			
CLARKE, Winston	31-12-02			
CLEMENTS, Robert	30-11-07			
CONSTANDIS, Kyriacos	31-12-90			
CORBEIL, André	31-07-92			
CORBEIL, Guy	30-09-05			
CORRIVEAU, Claude	31-01-00			
COTE, Gaétan	31-08-11			
COULOMBE, Arthur	31-12-92			
COUSINEAU, Jean-Pierre	31-05-90			
COWAN, Douglas	30-06-96			
CRAWFORD, Donald	30-04-07			
CROWLEY, John	30-04-04			
DAIGNEAULT, Robert	30-06-08			
DAVIES, Robert	31-08-07			
DAWSON, John	30-06-89			
DELEON, Marian	31-08-11			
DESJARDINS, Yvon	31-10-19			
DESORMEAUX, Marcel	30-06-01			
DIPAOLO, Eriberto	31-12-10	<i>L.R.K.</i>	<i>L.R.K.</i>	<i>06/04/83</i>
DUBEY, Jacques	30-11-11	<i>E.R.P.</i>		
DUMONT, Nicole	31-07-25			
DUPUIS, Yvon	28-02-93			
DURANLEAU, Jean	31-03-15			
DUROSEAU, Fritzner	31-08-10			
DUTEMPLE, Norman	31-07-95			
EHRENSPERGER, David	28-02-98			
FAILLE, Paul	30-09-84			
FARKAS, Zoltan	30-09-86			
FORGET, Roger	30-11-90			
FOUCAULT, Guy	30-06-00			
FOUCAULT, Roger	31-03-96			
FRANCIS, Cyril	31-03-93			
FREITAG, Harry	31-07-84			

APPENDIX "I"

Name	Date of termination of employment	Signature of employee	Signature of witness	Date
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NAETS, François	31-10-95			
NAYMAN, Morris	30-04-82			
NIVEN, Alexander	31-12-92			
OSTIGUY, Marcel	31-08-01			
OVERALL, Charles	31-01-86			
PARENT, Ernest	31-10-84			
PARENT, Olier	31-08-96			
PAYNE, Robert	30-11-98			
PELLEGRINI, Anacleto	30-04-12			
PERREAULT, Rolland	31-12-93			
PERRIN, Roger	30-04-01			
PLOUFFE, André	28-02-94			
POIRIER, Gary	31-07-08			
POIRIER, Jean-Yves	30-11-01			
POIRIER, Michelle	31-01-00			
POIRIER, Normand	31-12-83			
POWERS, Herbert	31-08-91			
QUESNEL, Rhéal	28-02-91			
QUINN, Gerald	31-01-89			
RAMAT, Aurelio	30-09-91			
RASMUS, Helmut	31-05-82			
REBETEZ, Pierre	31-05-17			
RITCHIE, James	31-12-85			
ROSS, Robert	31-05-02			
ROSS, Roméo	30-11-06			
ROUND, George	31-05-95			
ROUSSEAU, Maurice	30-09-87			
ROY, Paul	31-12-94			
RUSSELL, Carl	31-03-57			
SAAD, Antoine	30-04-93			
SAMUEL, Brian	31-05-06			
SANTINI, James	31-08-86			
SHAND, David	31-03-97			
SHIRLOW, Warren	31-08-16			
SINEL, Robert	29-02-88			
SMEALL, Brian	31-05-17			
SMITH, Michael	31-03-18			
SNELGROVE, Bruce	31-08-91			
ST-DENIS, Pierre	31-07-02			
STE-MARIE, Guy	31-03-07			
STENHOUSE, David	30-09-20			
STEWART, Alan	30-04-84			
STIEBEL, John	30-09-13			
STIEBEL, Robert	30-06-89			
STOCKWELL, Leslie	31-12-07			
STOUTE, Joseph	31-03-91			
STREET, Clayton	31-12-01			
STREET, John	31-12-02			
STRIKE, Donald	30-11-05			
SUTAK, John	31-05-93			
SZEPLABI, John	31-08-13			
SZITASI, Edward	31-01-04			
TESSIER, Maurice	31-10-93			
THOMAS, Frederick	31-07-91			
THOMSON, Michael	31-08-13			
TIMMONS, Patrick	31-07-05			
TODD, James	30-06-09			
TREMBLAY, Marc	31-07-08			
VEITCH, Gary	31-03-13			
VICKERS, Douglas	30-11-15			
WARD, Donald	31-05-00			
WHEELER, Norman	30-09-86			
WHELAN, Thomas	30-03-95			
WILDING, Peter	31-12-18			
WILSON, Donald	31-10-03			
WILTSHIRE, Bruce	30-04-93			