

# TAB 5

This is Exhibit « C » to the  
Affidavit of ERIBERTO DI PAOLO  
Sworn before me this 2<sup>nd</sup> day of December 2010

*Sylvie Santos*  
\_\_\_\_\_  
Commissioner for Taking Affidavits



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

Sworn before me this 2<sup>nd</sup> day of December 2010

*Sylvie Santos*

Commissioner for Taking Affidavits



(3)

1987 - Euberto and Rita

49

# 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:

Aimé 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:

- deletion of Section 4 (Jurisdiction) contained in the 1984-87 collective agreement and all other references to "jurisdiction" in such collective agreement;
- jurisdiction is limited to existing Composing Room work performed within the confines of the existing Composing Room;
- 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;
- 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 1987-1990 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:

- Death of the employee;
- Voluntary resignation by a regular full-time employee.
- The date stipulated in Appendix "ii" for each employee regardless of his/her employment status after such date.
- 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 \_\_\_\_\_ day of \_\_\_\_\_ 1987.

APR 9 1987  
AZETTE DIV. OF SOUTHAM INC.  
[Signature]  
[Signature]  
LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, LOCAL 145  
[Signature]  
[Signature]

I, the undersigned, being one of the employees covered by this agreement between The Gazette and Le Syndicat Québécois de l'imprimerie et des Communications, Local 145 dated March 27<sup>th</sup> 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 of employee	Expiry date	Employee's signature	Witness' signature	Date
ALARIE, Aimé	30-09-91			
ALARIE, Fernand	31-08-93			
AUBRY, Roland	31-10-92			
BANTON, Peter	28-02-17			
BATSFORD, Kenneth	29-02-89			
BEAUCHAMP, André	30-04-09			
BENNETT, Douglas	31-05-97			
BENTON, William	31-05-05			
BERNARD, Lloyd	30-09-89			
BEINVENUE, Fernand	31-01-99			
BILLINGTON, Keith	31-05-09			
BLONDIN, Rita	30-04-13			
BRAZÉAU, Joseph	31-07-15			
BRETON, Jean-Paul	30-09-96			
BROWN, Renn	30-09-89			
BROWN-URE, William	28-02-90			
BUCHANAN, Stanley	30-11-05			
CAVE, Brian	31-10-09			
CHARRON, François	30-04-10			
CHEVRETTE, Roger	31-05-89			
CHRISTOFFER, Harry	31-07-03			
CLARKE, Winston	31-12-02			
CORBEIL, André	31-07-92			
CORBEIL, Guy	30-09-05			
CORRIVEAU, Claude	31-01-00			
COULOMBE, Arthur	31-12-92			
COUSINEAU, Jean-Pierre	31-05-90			
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	<i>Eriberto Di Paolo</i>	<i>Alfredo Galardo</i>	<i>March 27/87</i>
DUMONT, Nicole	31-07-25			
DURANLEAU, Jean	31-03-15			
DUROSEAU, Fritzner	31-08-10			
DUTEMPLE, Norman	31-07-95			
FORGET, Roger	30-11-90			
FOUCAULT, Guy	30-06-00			
FOUCAULT, Roger	31-03-96			
FRANCIS, Cyril	31-03-93			
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			
GINGRAS, Charles	30-11-92			
GODBEER, Charles	31-03-16			
GOHL, Umed	31-10-10			
GOODHAND, Gerald	30-06-08			
GRIFFITH, Calvin	30-04-05			
GRONDIN, Marie-Andrée	31-10-25			
GUILFOYLE, John	30-11-92			
GUILLEMETTE, Jean-Paul	31-08-91			
HALL, Llewellyn	31-08-01			
HALLAS, Kenneth	31-07-89			

HOGUE, Ernest	30-04-91
HOLFORD, Henry	31-07-93
HOLLOWAY, Horace	30-09-03
HOWELL, Arthur	31-07-06
ILLESCAS, William	31-03-92
JENNER, William	30-09-11
JOWLE, David	31-01-15
KAROVITCH, Morris	31-10-00
KELLY, Ian	30-04-07
KENT, Laurence	31-05-04
KERWIN, Kenneth	30-09-03
KERWIN, Timothy	31-03-99
LACAS, Gilles	31-08-00
LANGLOIS, Jules	31-03-91
LARSEN, Edwin	30-09-10
LATOUR, Claude	30-06-92
LAURENDEAU, Yvon	31-10-06
LAVERY, Ronald	30-11-02
LAWSON, Peter	31-12-99
LEBLANC, Gilles	31-05-90
LEDUC, Marcel	31-12-06
LEE, Jack	31-01-92
MackAY, Neil	30-09-07
MANFIELD, Harold	31-07-06
MARTIN, Jean-Pierre	28-02-10
MAUCOTEL, Michel	30-06-98
McCREADY, Robert	29-02-04
McHENRY, Robert	31-05-89
McNAMARA, Arthur	28-02-99
MILOT, Richard	31-01-15
MONGRAIN, Jean-Guy	30-06-00
MYERSON, Arnold	31-05-92
NAETS, François	31-10-95
NIVEN, Alexander	31-12-92
OSTIGUY, Marcel	31-08-01
PELLEGRINI, Anacleto	30-04-12
PERRAULT, Rolland	31-12-93
PERRIN, Roger	30-04-01
PLOUFFE, André	28-02-94
POIRIER, Jean-Yves	30-11-01
POIRIER, Michelle	31-01-00
POWERS, Herbert	31-08-91
QUESNEL, Rhéal	28-02-91
RAMAT, Aurelio	30-09-91
REBETZ, Pierre	31-05-17
ROSS, Robert	31-05-02
ROUND, George	31-05-95
ROY, Paul	31-12-94
RUSSELL, Carl	31-03-97
SAAD, Antoine	30-04-93
SAMUEL, Brian	31-05-06
SHAND, David	31-03-97
SHIRLOW, Warren	31-08-16
SMEALL, Brian	31-05-17
SNELGROVE, Bruce	31-08-91
ST-DENIS, Pierre	31-07-02
STE-MARIE, Guy	31-03-07
STENHOUSE, David	30-09-20
STIEBEL, John	30-09-13
STIEBEL, Robert	30-06-89
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
THOMAS, Frederick	31-07-91
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
WILTSHIRE, Bruce	30-04-93