

V

COLLECTIVE AGREEMENT

between

**THE WINNIPEG SUN,
A DIVISION OF SUN MEDIA CORPORATION**

and

UNIFOR 191

From: January 1, 2014

To: December 31, 2018

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ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes Unifor 191 as the exclusive representative for the purpose of collective bargaining in respect of all employees covered by Manitoba Labour Board Certificate No. MLB-6815, as amended from time to time, excluding the following:

Editorial

Editor-in-Chief
Assistant Managing Editor
Assistant Managing Editor/Features Editor
Online Editor
Two (2) City Editors
News Editor
Sports Editor
Administrative Assistant
Freelancers
Training program students
Photo Editor

Advertising

Retail Sales Manager
Online Sales Manager
National Sales Manager
Classified Sales Manager
Special Projects Manager
Administrative Assistant for the National Sales Manager
Administrative Assistant for the Director of Advertising

Mailroom

Foreman

Web Press, Press Maintenance, Sheetfed Press, Pre-Press and Art

Commercial Print Plant Manager
Commercial Print Operations Manager
Commercial Print Sales Manager
Production Manager
Executive Assistant to the Production Manager

And all others excluded by the Act.

- 1.02 No individual employment contract for any employee in the bargaining unit shall be entered into unless there is consent of both parties hereto.

- 1.03 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the aforementioned employees and realizes that in order to provide maximum opportunities for continued employment and good working conditions, the Employer must be in a strong competitive market position, which means it must produce at the lowest possible cost consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the achievement of these goals.
- 1.04 The Union therefore agrees that it will cooperate with the Employer and support its efforts to assure a full day's work on the part of its members, and it will actively combat practices which restrict production. It further agrees that it will support the Employer in its efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents, and strengthen goodwill between the Employer, employee, the customer and the public.

ARTICLE 2 – INTERPRETATION

- 2.01 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine, where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 3 - TERMS OF AGREEMENT

- 3.01 Written notice of desire to terminate or amend the Agreement shall be given by either party at least sixty (60) days prior to the expiration of the contract, but if an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or until a lawful strike or lockout commences.
- 3.02 This Collective Agreement is the sole instrument governing the relationship between the parties.

ARTICLE 4 – UNION SECURITY

- 4.01 All present employees who are or become members of the Union shall take all reasonable steps to remain members of the Union in good standing, and the Union agrees to treat all of its members in a manner that is fair, reasonable and in good faith and not to deny membership to anyone on grounds that are arbitrary, discriminatory or in bad faith. Any present employees who are not now members of the Union shall not have membership made a condition of employment.
- 4.02 All employees hired after the date of this Agreement shall become and remain members of the Union as a condition of employment. The Employer shall inform new employees of the requirements of this Article.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The parties agree not to discriminate contrary to provincial law and if complaint procedures under a provincial statute are utilized in any way, the Employer need not process any grievance based on the same transaction.
- 5.02 The Employer and the Union agree to abide by the Discrimination and Harassment Policy issued by the Employer on July 9, 2002 (copy attached).

ARTICLE 6 – INFORMATION

- 6.01 The Employer shall supply the Union with the following information for each new employee hired prior to the end of his probationary period:
- (a) name and address;
 - (b) date of hire;
 - (c) job classification and rate of pay;
 - (d) experience rating, merit pay and anniversary date.
- 6.02 The Employer shall notify the Union, in writing, monthly, of resignations, retirements, deaths and other revisions in the data listed in Article 6.01 and the effective dates.
- 6.03 The Employer shall provide, on an annual basis, a seniority list (prepared in accordance with Article 34) by bargaining unit, including all members' classifications and experience rating.
- 6.04 The Employer shall post, on an annual basis, seniority lists on departmental bulletin boards by no later than January 31st and inform employees when the list is posted. Employees and/or the Union have forty-five (45) days from the posting date to report any irregularities or discrepancies after which no challenge can be made.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.01 The Union acknowledges the traditional rights of the Employer to manage the business in the most efficient manner and, except for the specific provisions of this Agreement, all other aspects of management are the sole prerogative of the Employer including, but not limited to, competency, maintenance of order, discipline and efficiency of the staff, the direction of the work force, the right to plan, direct and control operations, the right to make rules and regulations and to require their observation.

- 7.02 The Union acknowledges that all decisions concerning product or products, the schedule of production, the methods, processes, and means of production, are the sole responsibility of the Employer.
- 7.03 Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) hire, transfer, classify, promote, demote, layoff, recall, and suspend employees, and also to discharge any employee for just cause, provided that a claim by an employee, that he has been disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and provided that the discipline notice shall be in writing, including the reasons for it, and be given to the employee concerned;
 - b) generally to manage the business in which the Employer is engaged, and, without restricting the generality of the foregoing, determine the number of personnel required from time to time, services to be performed, determine the products and methods, processes and means of printing; the schedule of work, the right to assign jobs, increase or decrease the working force, determine the job content and classification and to determine the number of employees in a classification; to set volume level or quality of work to be performed; designate the place of work, curtailment or cessation of operation; and
 - c) the Employer retains all the rights, power or authority in management except those specifically abridged, delegated, granted or modified by this agreement.
- 7.04 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 8 – JOB POSTINGS, HIRING AND TRANSFERS

- 8.01 The Employer shall post, on the bulletin board, notice of any permanent vacancy within the bargaining unit, which the Employer wishes to fill, including the position responsibilities and qualifications desired or required, together with remuneration information and such notices shall be posted at least one (1) week before filling the vacancy, unless the Union consents to a shorter period. Current employees may apply to fill any vacancy in the bargaining unit, and such applications will be considered if the employee has the necessary qualifications. When vacancies occur in the bargaining unit, the Employer will notify the Union office.
- 8.02 Employees with the necessary qualifications who are not selected for the position may request an explanation of the Employer's decision and suggestions, if any, about how to improve his/her chances for future consideration.
- 8.03 Nothing in this agreement shall prevent the Employer from engaging employees for performing services not customarily performed by members of the bargaining

unit. If during the life of this Agreement the Employer creates a new job classification, the parties will discuss whether the classification is within the scope of the bargaining unit. If there is no agreement within thirty (30) days, the matter shall be submitted to the Manitoba Labour Board.

- 8.04 A successful applicant in a transfer situation shall be placed on a probationary period of three (3) months and shall be considered to be on a trial period. Conditional on satisfactory performance in the opinion of the Employer, the promotion shall become permanent after the completion of the probationary period. If during or at the end of the probationary period the employee is found unsatisfactory, he may return to his former position as if he had never left. During this trial period the employee may revert to his/her former classification of service. If this causes a layoff, it shall be the employee who is newly hired to take his place who is laid off.
- 8.05 The Employer is under no obligation to hire any persons referred by the Union. In selecting a candidate to fill a vacancy the skill, ability and efficiency of the candidate shall be the governing factors and, where these things are equal, seniority shall be the guiding factor.
- 8.06 In the event of temporary promotions, the Employer will promote full-time staff, provided they have the relative skills and ability to do the job, before part-time staff can be called in to fill the vacancy.
- 8.07 In the event a full-time employee leaves the Employer, for any reason except in the event of layoff, he/she will be replaced with a full-time employee to be drawn from the part-time pool. The selection of the new employee will be done, provided they have the relative skill and ability to do the job, on a seniority basis.
- 8.08 Specifically, with respect to Web Press, Press Maintenance, Art Department, Sheet Press and Pre-Press, seniority lists will be established by departments and kept up to date. In cases of promotion, demotion, upgrading, transfer or layoff, the skill, ability, merit and efficiency of the employees shall be the governing factors and, where these things are equal, seniority will be the guiding factor. The Union will be notified of all promotions, demotions, upgrading, transfers or disciplinary action concerning an employee. The foregoing shall not be interpreted as interfering with the disciplinary rights of management.
- 8.09 Present employees will receive first consideration for vacancies in higher classifications before external applicants. Employees must apply for such vacancies in accordance with the provisions of 'Article 8 - Job Posting, Hiring and Transfers' in order to qualify for consideration.
- 8.10 An employee who is promoted or transferred to a classification outside the bargaining unit may during the first thirty (30) working days elect to return to the bargaining unit or may be returned by the Employer without loss of seniority. If returning to the bargaining unit, the employee(s) affected will be returned to

his/her former position, former rate of pay, level of benefits, etc., and if this causes a layoff, it shall be the employee who is newly hired to take his/her place that is laid off. Wage rates for newly created classifications shall be consistent with negotiated rates in comparable classifications.

8.11 Employees shall have the right to refuse promotion.

ARTICLE 9 – CONTINUITY OF OPERATIONS

9.01 The Employer agrees that no employee, covered by this Collective Agreement, will be required to perform work transferred from any Employer whose employees are engaged in a legal strike authorized by the Communications, Energy and Paperworkers Union of Canada.

9.02 It is understood that, in accordance with Manitoba labour law, while the Collective Agreement is in force, no strike or lockout will take place.

ARTICLE 10 – PROBATIONARY PERIOD

10.01 New employees shall be considered probationary employees for their first sixty (60) days worked, and their progress will be reviewed on a regular basis. In consultation with the Union, the Employer may extend the probationary period up to an additional sixty (60) days worked. Termination of employment during or at the end of the probationary period shall be considered just cause and, subject to *The Human Rights Code of Manitoba*, shall not be subject to the grievance and arbitration provisions of this Agreement.

10.02 Upon the successful completion of the probationary period, an employee's length of continuous service (as defined in Article 34 – Seniority) shall be calculated from the date of original hiring.

ARTICLE 11 – TECHNOLOGICAL CHANGE

11.01 The parties recognize that technological developments, if they are to further the continued growth of the print industry, place the responsibility upon the Employer to explore and promote new markets, and require the co-operation of the Employer and the Union in the development of new skills.

11.02 A technological change is when the Employer changes its operations by introducing new equipment, which has the effect of abolishing or significantly modifying the work procedures of a significant number of employees, and the consequence of such changes will result in the employee(s) no longer being qualified to perform their normal tasks.

11.03 In the event the Employer decides to introduce a technological change, the parties agree to meet, upon request of either party, to:

- 1) Discuss the time, procedure and training necessary for the efficient operation of such equipment.
- 2) Consider and develop programs with the retraining of employees in new skills required, so as to avoid layoffs resulting from the technological change.
- 3) If necessary, establish wage rates and conditions of work applicable to new classifications.

11.04 In the event that an agreement cannot be reached by the joint committee within ninety (90) days from the beginning of operation of such equipment, the matter shall be referred to the grievance and arbitration procedure.

11.05 By virtue of Articles 11.02 and 11.03, Sections 83, 84 and 85 of the *Labour Relations Act* shall have no application to this unit.

11.06 In the event of termination of employment due to technological change, all full-time employees and those part-time employees who have worked one thousand four hundred sixty-two and one half (1,462½) hours or more in each of the two (2) preceding calendar years who lose employment, shall receive from the Employer severance pay as follows:

1 – 2 years' service	2 weeks' severance pay
2 – 5 years' service	1.5 weeks' severance pay per year of service
5 – 10 years' service	2 weeks' severance pay per year of service
Over 10 years' service	2.5 weeks' severance pay per year of service

provided that upon payment being made, employment shall be deemed terminated.

ARTICLE 12 – LAY OFF AND RECALL

12.01 In cases of layoff, where skill, ability, merit and efficiency of employees are relatively equal, then seniority will govern the order of layoff in the classification where layoff occurs. If recall occurs within twelve (12) months of the layoff, it shall be done in reverse order of layoff within the classification, which is subject to the recall.

12.02 An employee, who would otherwise not be laid off under Article 12.01 at a time when the Employer has indicated that an employee within that classification is to be laid off, may elect to be laid off instead of another employee, if the Employer consents.

- 12.03 Recall notice shall be sent by registered mail to the last known address of the employee filed with the Employer. On receipt of the recall notice, the employee is required to notify the Employer, at once, of his intention to return to work and must return to work within ten (10) working days of receipt of the recall notice, or make alternative arrangements satisfactory to the Employer. An employee who refuses recall to an equal or higher position than the position from which he was laid off shall lose all seniority rights.
- 12.04 The Employer may fill any position, which is the subject of recall, on a temporary basis until the recalled employee returns to work.
- 12.05 An employee in a classification being affected as outlined in 'Article 12 - Layoff and Recall' may elect to enter another lower classification in which he has proven competence, providing his total employer seniority is greater than that of the employee whom he is bumping.

ARTICLE 13 – HEALTH AND SAFETY COMMITTEE

- 13.01 A Health and Safety Committee will be struck, in accordance with the requirements of *The Workplace Safety and Health Act*, to monitor, control and enforce safe and healthy working conditions in the workplace occupied by the employees in this unit. One (1) unionized employee representing the Web Press, Press Maintenance and Sheetfed departments, one (1) unionized employee representing the Mailroom department, and one (1) unionized employee representing the Editorial, Advertising and Art departments shall be elected to the Joint Health and Safety Committee. There shall be an equal number of Employer and Union members on the Committee. The Committee shall meet no fewer than four (4) times annually.
- 13.02 A computer monitor operator who is required to work at a computer monitor for twenty-five percent (25%) or more of the normal work-week shall have his/her eyes examined by an Ophthalmologist once per year. The Ophthalmologist shall be selected by the Employer. The Employer agrees to pay for the cost of the examination or tests where not covered by existing medical plan.
- 13.03 Any employee injured in an accident while working on the job and therefore unable to finish his day's work shall be paid for the straight time hours he was scheduled to work that day.
- 13.04 Working alone means the performance of any work function by a worker who: (a) is the only worker for the Employer in a department at any time; and (b) is not directly supervised by the Employer or any other person designated as supervisor by the Employer, at any time. Working in isolation means working in circumstances where assistance is not readily available in the event of injury, ill health or emergency.
- 13.05 The Employer will work with the Health and Safety Committee to identify risks to workers working alone or in isolation and will implement safety procedures as

deemed appropriate. Any procedures implemented must include a communication system that uses radios, mobile phones or other means deemed to be effective communication methods.

13.06 No chemical shall enter the Employer premises without being accompanied by the appropriate Material Safety Data Sheet (MSDS), including supplier samples.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 A grievance is defined as a dispute between the parties regarding the application, interpretation or alleged violation of this Agreement.

14.02 All employees have the right to express to management any grievance they may have concerning any matter relative to their work and welfare. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and only as set out herein. No term or condition of employment shall be the subject of court action instead of the grievance procedure herein. No employee has a grievance until he/she has first given his/her immediate supervisor (who is not part of the bargaining unit) the opportunity to settle the complaint. If such informal discussion does not result in a satisfactory adjustment of the employee's complaint within ten (10) working days, resolution will be in order of the formal grievance procedure, as follows:

Step 1 If an employee has a grievance or question which he wishes to discuss with the Employer, the employee shall take the matter up with the department head within ten (10) working days of the matter arising, and shall be accompanied by a Union representative. The Employer will respond within three (3) calendar days.

Step 2 If no satisfactory resolution at Step 1 has occurred within seven (7) calendar days from the Employer's response, the employee's grievance will be stated, in writing, and will have to specify the clause or Article of the Collective Agreement that the Employer has violated, the remedy sought, and signed by the employee and Chapel Chairperson, and taken up to the human resources representative. The Employer will respond, in writing, within five (5) calendar days.

Step 3 If, within ten (10) calendar days, Step 2 has not resulted in the resolution of the grievance, the grievance will then be discussed between the representative(s) of the Union and senior management of the Employer. The Employer will reply, in writing, of its decision within seven (7) calendar days. If this fails to resolve the dispute, within the ten (10) calendar days, the matter may then be referred, by either party, to arbitration.

14.03 A policy grievance shall be filed at Step 3.

ARTICLE 15 – ARBITRATION

15.01 When either party requests that any matter be submitted to arbitration, the parties agree to the use of a sole arbitrator. The following persons will be called upon, on a rotating basis, commencing with the first person on the list, to serve as sole arbitrator. In the event the person requested to serve as arbitrator is unavailable in a mutually agreeable timeframe to the parties, the next person on the list will be requested.

The date filed will be used for order of arbitration.

1. Arne Peltz;
2. Michael Werier;
3. Diane Jones;
4. Bill Hamilton;
5. Gavin Wood;
6. John Korpesho.

15.02 The arbitrator shall render his decision which shall be final and binding on all parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement, in any respect. Wherever a stipulated time is mentioned in 'Article 14 – Grievance Procedure' or 'Article 15 – Arbitration', the said time may be extended only by the prior written consent of the parties; otherwise the grievance will conclusively be deemed to be abandoned, or the arbitrator's jurisdiction is lost.

ARTICLE 16 - DUES CHECK-OFF

16.01 The Employer shall deduct monthly, from the wages of each employee in the bargaining unit, an amount equal to the monthly Union membership dues, initiation fees or assessments, levied in accordance with the Union's constitution and by-laws and shall forward the sums so deducted, together with a list of the names, addresses and classifications of employees from whose wages the deductions have been made, to the Union on the 28th day of each and every month, or the first business day thereafter.

16.02 The Union shall inform the Employer, in writing, of the amount of the dues, levies or assessments to be deducted, from time to time, and undertake to give the Employer at least one (1) months' notice in advance of the date of any change in the amount of dues, levies or assessments to be deducted.

ARTICLE 17 - UNION REPRESENTATIVES

- 17.01 Although non-employees are not permitted in the non-public areas of the building without the Employer's authorization, in the case of recognized Union representatives, prior request shall be made to the Employer and such authorization will not be unreasonably withheld.
- 17.02 The Employer recognizes the Chapel Chairperson to be the Union's representative for this bargaining unit, and the Union agrees to inform the Employer, in writing, of the identity of the Chapel Chairperson at any time. Chapel Chairs do not have the power or authority to make any contract binding on the Local without the expressed written consent of the Local President, Local Representative(s) or the Local Executive Board. The shop steward shall have the opportunity to meet with each new employee in the bargaining unit during regular working hours without loss of pay to a maximum of thirty (30) minutes at some point during the new employee's first month of employment, for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership.
- 17.03 An employee shall be accompanied by a Union representative in any disciplinary meeting.
- 17.04 A Chapel Chairperson shall, with approval of the department head, be permitted to leave his regular duties for a reasonable time for the purpose of investigating and adjusting grievances, when it does not interfere with production. Such approval shall not be unreasonably withheld.

ARTICLE 18 - BULLETIN BOARD

- 18.01 The Employer shall provide a separate bulletin board for use by the Union for the posting of official Union notices in Editorial, Advertising, Commercial Print, Web Press, Pre-Press/Art Department and Mailroom.

ARTICLE 19 - LUNCH PERIOD

- 19.01 An unpaid lunch period of at least thirty (30) minutes and not more than one (1) hour shall be allowed for each shift lasting at least five (5) hours, such time not to be included in the number of hours specified for a day's or night's work. The lunch period shall be as near the middle of the employee's shift as the workload allows.
- 19.02 Two (2) paid fifteen (15) minute health breaks shall be provided for every full regular shift worked and one (1) such break for each three and three-quarter (3 ¾) hours completed continuously as a shift.

ARTICLE 20 – TEMPORARY APPOINTMENTS

- 20.01 Except to cover illness up to two (2) consecutive working days, an employee required to perform substantially all of the duties in a higher classification shall receive the next higher rate of pay in the higher classification for the hours worked in the higher classification.
- 20.02 No employee shall receive a reduction in salary when temporarily assigned to a lower classification.
- 20.03 An employee may voluntarily accept an appointment by the Employer on an acting basis to a management position for up to a maximum of six (6) months at any one time. In cases of acting appointments to cover maternity/parental leaves, or otherwise by agreement of the Union and Employer, the time period mentioned above can be extended as necessary. All benefits shall continue and seniority shall accrue as if such employee were still in the bargaining unit. After the assignment is over or in the event the Employer or the employee wishes the assignment to discontinue, the employee shall return to his position in the unit at his/her former rate of pay, level of benefits, etc.
- 20.04 Where possible, the Employer will attempt to utilize current employees for temporary assignment within the bargaining unit.

ARTICLE 21 – MERIT INCREASES

- 21.01 Nothing herein contained shall prohibit the Employer from granting, or an employee from receiving, merit remuneration in excess of the amounts set forth in the remuneration section of this Agreement, provided that the Employer shall not be required to continue or repeat such merit remuneration when, in the Employer's absolute discretion, it is no longer justified.

ARTICLE 22 – GENERAL HOLIDAYS

- 22.01 The following days shall be recognized as general holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
*mobile statutory day	Remembrance Day	Louis Riel Day

- 22.02 Mobile statutory day is to be selected by the employee and shall comply with the conditions below. The selection of the mobile statutory day will be mutually agreed upon. Note that Web Press, Sheet Press and Pre-Press/Art Department get Christmas Eve Day off instead of a mobile statutory day.

- 22.03 All employees scheduled to work on the foregoing holidays shall receive straight time pay for the number of hours they would normally have worked when not required to work and when otherwise qualifying under this Article and under *The Employment Standards Code*.
- 22.04 An employee who is absent by reason of accident or sickness (which may require a satisfactory medical certificate to the Employer) shall not be denied holiday pay by reason of said absence, provided they otherwise qualify.
- 22.05 If required and authorized to work, employees will receive that day's pay in addition to the overtime rate for all hours worked on the holiday.
- 22.06 Should one of the above-named holidays fall on an employee's scheduled day off or during a paid vacation, he shall receive another day off with pay, at a time mutually satisfactory to the employee and the Employer, to be taken within thirty (30) calendar days.

ARTICLE 23 – VACATION AND VACATION PAY

- 23.01 The Company's vacation year and vacation accrual period will be from January 1st to December 31st. Employees will take the vacation in the year they earn it with the understanding that if an employee leaves the Company and has not accrued all vacation time that they have taken, they will be required to pay back that amount and the Company will have the right to deduct from any final monies. If the amount is greater than the outstanding monies, the employee shall agree to reimburse the employer with terms that are mutually acceptable. If an employee is involuntarily laid-off and has taken more vacation in that year than is earned at the time of layoff, they will be required to reimburse the Company 50% of the unearned vacation from any outstanding monies, including severance pay.

Vacations will be granted in accordance with the minimum entitlement under *The Employment Standards Code*. In addition, every employee will be entitled to a vacation with pay calculated as follows: An employee will be eligible to take their three weeks vacation when they reach their second year anniversary (seniority date). An employee will be eligible to take their four weeks vacation when they reach their seventh year anniversary (seniority date). An employee will be eligible to take their five weeks vacation when they reach their fifteenth anniversary (seniority date). An employee will be eligible to take their six weeks vacation when they reach their twenty eighth anniversary (seniority date).

- 23.02 The fourth (4th), fifth (5th) and sixth (6th) weeks may be taken in conjunction with the other three (3) weeks, at the discretion of the Employer. Vacation credits are not cumulative from year to year. Vacation must be taken in the year following the year they were earned.
- 23.03 Part-time employees will be paid their vacation pay entitlement on December 31st and June 30th of each year based on their straight time earnings in the previous

six (6) months (entitlement: 4% = 2 weeks, 6% = 3 weeks, 8% = 4 weeks, 10% = 5 weeks; and 12% = 6 weeks).

- 23.04 One (1) bonus week will be given for employees at the 15th, 20th, 25th, 30th and 35th year of service. The bonus will be a one-time bonus for that year only.
- 23.05 Vacation credits are not cumulative from year to year. Credits must be taken in the year which they are earned. Vacation credits stop accumulating for absences beyond seventeen (17) weeks for illness. The taking of the accumulated and unused credits are deferred until the employee returns to work.
- 23.06 An employee may not request that vacation credits be converted in the form of a salary.
- 23.07 If, for a major cause, on the employee's anniversary date, the employee has more vacation credits than the equivalent of years' vacation credits, deferral of the credits to the following year must be authorized, in writing, in co-operation with the Human Resources Manager and the Manager responsible. Vacation deferred in this way must be taken as soon as possible.
- 23.08 A calendar shall be posted in each department on which employees can indicate their vacation preferences by the full week with a deadline of March 1st. By April 30th, the Manager shall provide a departmental vacation schedule, including the requests of the employees and the operational needs of the department. All modifications or requests prior to or after March 1st must be made two (2) weeks in advance and in writing and submitted to the Supervisor for prior written approval. Employees who have not made a selection shall be scheduled their vacation.
- 23.09 Employees shall be entitled to postponement of their scheduled vacation in the event of their hospitalization or bereavement.
- 23.10 For the purpose of calculating holiday pay and vacation pay, an employee's shift differential or shift premium for person-in-charge or as a working supervisor shall be included in their pay, in those cases where the employee performs fifty percent (50%) or more of his working time on those shifts which attract a shift-premium or differential.

ARTICLE 24 – LEAVE OF ABSENCE

- 24.01 Upon notice, in writing, and for reasons mutually agreed to be good and sufficient between the leave-taker and the Employer, one (1) leave of absence may be granted during each five (5) year term of his/her employment, provided that it causes no interruption of or interference with operations. For leaves that are greater than thirty (30) days, seniority and vacation entitlements shall not accrue from the first (1st) day of the leave.

- 24.02 Upon written request, the Employer will grant employees unpaid leaves of absence to attend Union conventions or meetings, provided that no more than one (1) employee from each department is absent at any time. The departments are Editorial, Advertising, Mailroom, Press/Press Maintenance, Sheetfed and Pre-Press/Art Department.
- 24.03 Upon written request, the Employer will grant unpaid leave of absence for the purpose of attending scheduled meetings for negotiating renewed collective agreements between the Union and the Employer for this bargaining unit, provided that not more than six (6) employees from the bargaining unit and not more than one (1) employee from each of the following departments are absent at any given time: (1) Web Press/Press Maintenance, (2) Mailroom, (3) Pre-Press and Art Department, (4) Editorial, (5) Advertising, and (6) Sheetfed.
- 24.04 Subject to *The Workers Compensation Act*, the Employer shall continue to pay assessments to Workers Compensation with respect to employees who are off work on union leave up to a maximum of fourteen (14) days.
- 24.05 Should a member of the bargaining unit be appointed or elected to a full-time position with the Union, he shall be granted a leave of absence without pay or benefits for one (1) year (and a further one (1) year extension, if requested) and shall be reinstated in the same or comparable position upon the expiration of such leave. The employee must provide at least one (1) month's written notice, and such leave shall be given to only one (1) employee in the bargaining unit at any one (1) time. The Employee will provide two (2) months' written notice prior to his anticipated return.
- 24.06 The Compassionate Care Leave provisions of *The Employment Standards Code* will apply to the employees covered by this Collective Agreement.

ARTICLE 25 – PARENTAL LEAVE

- 25.01 Maternity and paternity leave shall be granted in accordance with *The Employment Standards Code*.
- 25.02 Time spent on maternity and paternity leave shall count as service for the employee for the purpose of all contract benefits, except accrual or continuation of benefits, during the period of the leave.
- 25.03 Upon completion of the leave, an employee shall be immediately reinstated to her original or comparable position, in the same department worked before the leave, subject to 'Article 12 - Layoff and Recall'.

ARTICLE 26 – SICK LEAVE

- 26.01 Upon completion of the probationary period, full-time employees shall be entitled to paid sick leave, in accordance with this Article, for periods of legitimate illness or non-workplace accident or injury which prevent the Employee from working.

In cases of a workplace accident or occupational disease, employees will be governed by *The Workers Compensation Act*, subject to its terms and conditions, and so shall not be entitled to sick leave benefits under this Article. Employees who are legitimately ill or injured and so unable to work, will be compensated with paid sick leave for a period of up to a maximum of ten (10) days, with respect to said illness or injury. Paid sick leave under this Article will be calculated at one hundred percent (100%) of an employee's base earnings (not including shift premium, vacation pay or overtime entitlements) only.

- 26.02 Employees are not entitled to paid sick leave benefits under this Article for any period of time that they are in receipt of any wage loss replacement benefit payable by any third party (MPIC, insurer or any other third party) and the Employer shall be reimbursed for any such overpayment, which amounts may be deducted from any other wages owing to the employee.
- 26.03 Sick leave benefits under this Article will not be granted for any illness which occurs from the time an employee commences vacation until the end of the vacation period. However, if the employee is on sick leave before his/her vacation commences, the employee may postpone his/her vacation to a mutually convenient date.
- 26.04 Employees may, at the Employer's discretion, be required to provide a medical note, satisfactory to the Employer, to authorize their absence from work and qualify for payment of wages under this Article. The Employer shall cover the cost of notes it requests.
- 26.05 Part-time employees who have worked a minimum of fifteen (15) out of the immediately preceding thirty (30) days are entitled to payment of their base earnings (not including shift premium, vacation pay or overtime entitlements) for the hours they normally would have worked had they not been sick, to a maximum of eight (8) shifts per calendar year.
- 26.06 Up to three (3) days, within the entitlement granted in paragraph 26.01 above, may be used to attend to illness of children or family emergencies.

ARTICLE 27 – BEREAVEMENT LEAVE

- 27.01 An employee shall be granted up to five (5) days bereavement leave with pay to attend the funeral of any member of his immediate family, his mother, father, sister, brother, father-in-law or mother-in-law. Three (3) days with pay will be granted to attend the funeral of grandparents, brother-in-law or sister-in-law.
- 27.02 Immediate family for the purpose of this Article shall include a same-sex spouse and the family of a same-sex spouse.
- 27.03 Active pallbearers shall be given time off with pay to fulfill their duties up to a maximum of half (½) a day and the Employer may request verification from the employee.

27.04 Miscarriage of an employee's child will entitle the employee to a leave of absence with pay of up to three (3) days.

ARTICLE 28 – JURY DUTY

28.01 All employees called for jury duty, or as witnesses in The Court of Queen's Bench shall be paid the difference between their base rate of wages and the allowance paid by the courts. When presence in court is not required, the employee shall report for work.

28.02 When an employee is working a night shift during the period that he is serving on jury duty, he shall be excused from the total shift within twenty-four (24) hours prior to any day on which he has been required to appear for jury selection or duty.

ARTICLE 29 – HOURS OF WORK AND SHIFT PREMIUM.

29.01 For the purpose of this Agreement, the standard work week for full-time employees will be five (5) days of seven and one-half (7 ½) hours each, or thirty-seven and one-half (37 ½) hours, excluding the lunch period as per Article 19, except for Web and Sheetfed Press whose standards work week for full-time employees will be five (5) days of eight (8) hours each, or forty (40) hours, excluding the lunch period.

29.02 There shall be three (3) shifts; a day shift, an afternoon shift and a night shift.

- 29.03 i) Shift premium for Pressroom and Pre-Press/Art Departments shall apply to all completed hours worked after 4:00 p.m. and before 6:00 a.m. The shift premium is \$1.50 per hour;
- ii) Shift premium shall apply for all completed hours worked by full-time bindery and mailroom staff worked after 10:30 p.m. and before 6:00 a.m. The shift premium is one dollar and twenty-five cents (\$1.25) per hour;
- iii) Shift premium for Editorial shall apply to all completed hours worked after 10:00 p.m. and before 6:00 a.m. The shift premium is two dollars (\$2.00) per hour; and
- iv) No shift premiums will apply to any other staff.

ARTICLE 30 – CALL-BACK

30.01 Employees called back after having left the office shall be paid five dollars (\$5.00) for such call-back and overtime rates for all time worked after such call-back. Called back employees shall receive a minimum of three (3) hours' pay at overtime rates.

ARTICLE 31 – OVERTIME

- 31.01 Overtime hours worked by an employee and authorized in advance by the Employer shall be compensated at the rate of one and a half ($1\frac{1}{2}$) times the hourly rate for that employee (the employee's weekly salary divided by thirty-seven and a half ($37\frac{1}{2}$)) for the first four (4) hours of overtime on any day and double-time thereafter for further overtime work on that day, in cash or the equivalent time off at the Employer's option. For the purpose of determining an account executive's hourly rate, the guaranteed draw per week for an account executive shall be deemed to be his weekly salary.
- 31.02 Employees who work overtime will be permitted to bank their overtime up to ten (10) days off. No employee shall have more than ten (10) days of banked time at any given point. An employee wishing to take a banked day off will indicate to the Employer with reasonable notice, the day which the employee wishes to take off, and the Employer will grant the day off if it can be done without the Employer having to incur an overtime obligation to another employee. An employee shall have the right to convert banked overtime into pay after it is twelve (12) months old.
- 31.03 Overtime shall apply after the standard work week of thirty-seven and a half ($37\frac{1}{2}$) hours or seven and a half ($7\frac{1}{2}$) hours per day. Overtime shall apply to Web and Sheetfed Press after eight (8) hours per day and forty (40) hours per week.

ARTICLE 32 – TURNAROUND

- 32.01 Where less than eight (8) hours have elapsed between scheduled shifts, overtime rates will be paid for all hours worked by that full-time employee during the turnaround period.

ARTICLE 33 – SENIORITY

- 33.01 A seniority list will be maintained in accordance with Article 6, indicating the length of continuous service with the Employer for each employee in the unit. Employment shall be deemed continuous unless interrupted by any of the following, in which case employment will be deemed terminated:
- (a) Dismissal for just cause;
 - (b) Layoff of twelve (12) months or more without recall;
 - (c) Resignation;
 - (d) Retirement;
 - (e) Failure to return to work upon recall; or

(f) Being absent without leave for three (3) consecutive working days.

33.02 Senior employees in each department shall have first choice of vacation subject to production necessities as determined by the Employer.

ARTICLE 34 – DISCIPLINE, SUSPENSION AND DISMISSAL

34.01 The Employer shall discipline, suspend or dismiss an employee who has attained seniority only for just cause. A written warning or notice of suspension or dismissal shall be in writing and shall contain the reasons for the warning, suspension or dismissal, and shall be given to the employee concerned and the Union.

34.02 An employee's reply to such discipline shall become part of the employee's personnel file. Any discipline that is more than twenty-four (24) months old will not be used in any arbitration proceeding unless a second (2nd) similar offence has occurred during the said period, except that for the Pre-Press/Art Department, Sheetfed Press and Press/Press Maintenance, the discipline shall remain on file for twelve (12) months.

ARTICLE 35 – TRANSFERS

35.01 An employee transferred by the Employer to a lower classification, other than a disciplinary demotion, shall maintain his rate of pay at the same level until the rate for work in the lower classification exceeds his rate, at which time his rate shall be as determined for that lower classification.

ARTICLE 36 – EMPLOYEE BENEFIT PLANS

36.01 The New Flex Media benefit plan of Sun Media will be applicable to all full-time employees covered by this collective agreement.

36.02 The employee pool will be unionized employees within Central and Western Canada. This pool will exclude the unionized employees in Eastern Canada (Quebec).

36.03 Flex Media for unionized employees will provide for a 50/50 blended cost sharing approach for all premium increases. Though LTD is paid for entirely by the employee, increases in LTD will be included in the calculations of the blended approach. The Employer will take fifty percent (50%) of the premium increase / decrease and increase / decrease the credits based on the table for single, couple or family selections.

36.04 In the application of the above-listed benefit coverage, the terms and conditions of the actual policies or plans should govern in the administration of the various benefit entitlements. Should the Employer change benefit providers during the life of this agreement, it will first discuss the issue with the Union.

ARTICLE 37 – FULL SHIFT

37.01 No full-time employee shall be paid for less than a full shift, and no part-time employee shall be paid for less than three (3) hours when beginning work at his scheduled reporting time except when suspended or discharged for cause or excused at the employee's own request, or for reasons beyond the control of the Employer.

ARTICLE 38 – SEVERANCE PAY

38.01 In the event of a consolidation (including consolidation of work in the Sun Media chain), merger, termination of publication or closure of a department, all full-time employees with at least one (1) year of service shall receive severance pay equal to two and one half (2½) weeks' pay for each year of service, to a maximum of twenty-six (26) weeks' pay, provided that upon payment being made, employment shall be deemed terminated and all recall rights lost.

ARTICLE 39 - SUBCONTRACTING

39.01 Subcontractors or subcontracting shall not be used when such use would result in the dismissal of any employee covered by this Agreement.

ARTICLE 40 – HUMANITY FUND

40.01 The Humanity Fund is an independent non-profit corporation and is an officially registered charitable foundation under the *Income Tax Act*. The CEP Humanity Fund is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructures as well as to encourage self-sufficiency. On behalf of employees, the Employer agrees to submit to the CEP Humanity Fund, employee contributions in an amount equal to one cent (\$0.01) for each hour worked by all employees in the bargaining unit. However, for the purposes of deduction from the Employer's payroll, the Union will set a nominal monthly amount to be deducted from employees and remitted to the Union. The amount shall be paid on the same schedule as the dues to the Union. The Union will provide a letter on quarterly remittances.

ARTICLE 41 – TEMPORARY OR PART-TIME WORKERS

41.01 A part-time employee is one who is hired to work regularly less than the work-week provided within this Agreement, whereby if an employee's regular work hours are more than eighty-five percent (85%) of regular full-time hours within any given calendar year they will be deemed to be full-time and will be afforded that status. The Employer, on an annual basis, will examine the hours worked by part-time employees to determine their status for this purpose.

41.02 A temporary employee is one employed for a special project or for a specific period of time, in either case not to exceed six (6) months, except by mutual

agreement. Temporary employees shall not be eligible for any benefits under the employees' benefit plan.

41.03 Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.

41.04 In the event of a part-time or temporary employee becoming a full-time employee, he/she shall be credited with the time previously served.

ARTICLE 42 – BENEFITS FOR PART-TIME EMPLOYEES

42.01 Part-time employees who worked at least thirteen hundred (1,300) hours during the previous calendar year shall qualify for a twenty-eight cent (\$0.28) hourly wage premium and entitlements, subject to the terms of the plan, under the Employer's group insurance plan applicable for part-time employees. The Employer reserves the right to amend the plan from time to time with the Union's consent, which consent will not be unreasonably withheld. The part-time employee who has achieved five thousand (5,000) hours must work at least seven hundred (700) hours in the current year to retain the above benefits for the following calendar year.

ARTICLE 43 – RETIREMENT PLAN

43.01 Effective January 1, 2011, the Employer agrees to contribute to the Unifor 191 Multi-Employer Pension Plan (hereinafter sometimes referred to as the "Plan") four and six-tenths percent (4.6%) of the weekly wages for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made on all employment-related income as follows: regular wages and salary, sick leave, vacations, union leave, paid holidays, bereavement leave and jury/crown witness duty. The Union agrees that the Employer incurs no liabilities to the Unifor 191 Plan beyond the negotiated contribution rate even if the Employer terminates its participation in the Plan during the collective bargaining process. The Union agrees that the Employer will not have any obligation with respect to either administrative costs or any deficit incurred by the Plan, or any costs associated with potential windup of the Plan. In addition, the Union agrees that the Employer will not have any obligation under the Plan directly to members of the Plan. The Plan is administered jointly by Union and Employer trustees.

43.02 The Employer has not entered into any other agreements with the Union in connection with the Plan or made any representations to the Union with respect to the Plan.

43.03 Employees in the Group RRSP have a once annual opportunity to join the CEP Multi-Employer Pension Plan. Once enrolled, the employee may not opt to

withdraw from the Plan and return to the RRSP offered by a third-party carrier through the Employer. All employees hired after August 1, 2005 shall be enrolled in the CEP Multi-Employer Pension Plan.

43.04 Effective January 1, 2012, the Employer shall contribute four and eight-tenths percent (4.8%) of weekly wages for each employee for both the Unifor 191 Plan and Group RRSP per year of the Collective Agreement.

43.05 Contributions shall be made on all employment-related income as follows: regular wages and salary, sick leave, vacations, union leave, paid holidays, bereavement leave and jury/crown witness duty. Effective January 1, 2016, the Employer agrees to contribute five and four-tenths percent (5.4%) of weekly wages for each employee for both the CEP Plan and Group RRSP. Effective January 1, 2017, the Employer agrees to contribute five and seven-tenths percent (5.7%) of weekly wages for each employee for both the CEP Plan and Group RRSP.

ARTICLE 44 – IDENTIFICATION OF WORK

44.01 The Union label is the exclusive property of Unifor 191 and its use is authorized only by the express direction and consent of Unifor 191 upon execution of and compliance with the standard Union Label Licence Agreement.

ARTICLE 45 – TRAINING

45.01 The Employer shall pay all pre-approved costs associated with training, educational courses, manuals, books and supplies necessary to fulfill the Employer's demands. All materials remain property of the Employer.

ARTICLE 46 - BUYOUTS

46.01 The Employer may at any time offer an employee buyout in any classification or classifications. All offers of buy-out are at all times voluntary and may be refused by either party. Employees shall have Union representation at all times in discussion with the Employer on the buyout. If multiple employees come forward, the most senior employee will be given the buyout option first.

G 1. LETTER OF INTENT RE: LAYOFFS

The Employer and the Union agree that notwithstanding any term in the renewal collective agreement attached for the period January 1, 2011 to December 31, 2013 inclusive, there will be no layoffs during that period of time of any employees hired in the bargaining unit as of December 31, 1996, except in the event of termination of publication by the Employer. Seniority will govern the order of layoff in the classification where layoff occurs. If recall occurs within twelve (12) months of the layoff, it shall be done in reverse order of layoff within the classification which is subject to recall. This letter expires at midnight (12:00 a.m.) December 31, 2013 and has no life after that date by operation of law or otherwise.

G 2. LETTER OF UNDERSTANDING RE: POST AGE 65 EMPLOYMENT

Notwithstanding 'Article 38 – Employee Benefit Plans', or any other Article in this Agreement, the parties agree that in the event that an employee continues to work past the age of sixty-five (65), the following will apply for the duration of this collective agreement. The employee shall not be eligible for long-term disability coverage.

G 3. LETTER OF UNDERSTANDING RE: JOHN MEDERIOS

The Employer and the Union agree to the following:

1. This Agreement is without prejudice and without precedent and will not be referred to in any other matter;
2. Mr. Medeiros is a full-time Bindery I;
3. Mr. Medeiros will be allowed to work as a Feederman from time to time at his current rate of pay;
4. Mr. Medeiros' work as a Feederman will not displace any current P/T Feederman hours;
5. Mr. Medeiros' vacation entitlement will be set at four (4) weeks until he reaches the collective agreement service level that entitles him to more than four (4) weeks; and

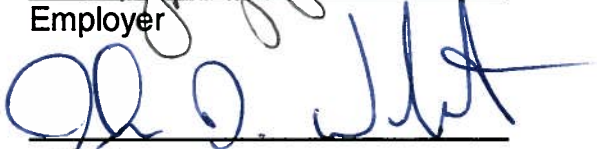
LETTER OF UNDERSTANDING – VACATION

The parties agree that there shall be a three (3)-year transition period to implement the new vacation accrual system. The Company shall provide a detailed list to the Union of what each employee is owed under the previous system, vacation owed under the new

system and how much vacation time in total each employee will have. The Company will meet with each employee to discuss their vacation time. Employees shall have the opportunity to amend the vacation time owed if they feel there is a discrepancy with the Company's records.



Employer



Union

Mar 28/14

Date

03/28/14

Date

PRESS DEPARTMENT AND PRE-PRESS/ART DEPARTMENT

ARTICLE 1 - HOURS OF WORK

- 1.01 An interval of not less than one-half (½) hour or more than one (1) hour shall be allowed for lunch on each shift and shall be scheduled between the third (3rd) and fifth (5th) hours of work unless otherwise mutually agreed. In no case shall said lunch period be considered the time of the Employer.
- 1.02 Rotation of shifts will occur as scheduled by the Employer in consultation with the Union, provided that a majority of affected personnel agree upon said rotation.
- 1.03 Press schedules shall be posted on appropriate bulletin boards within a minimum of thirty (30) days in advance of the shift actually being worked, subject to change due to unforeseen circumstances.
- 1.04 For the scheduling of days of work, the Employer will endeavour to provide employees with two (2) consecutive days off.

ARTICLE 2 - APPRENTICESHIP

- 2.01 The Union and the Employer will cooperate to institute an ongoing apprenticeship plan.
- 2.02 In the event apprentices are hired by the Employer, the scale shall be as follows over a period of four (4) years:

First six months	45% of Journeyman's rate
Second six months	50% of Journeyman's rate
Third six months	55% of Journeyman's rate
Fourth six months	60% of Journeyman's rate
Fifth six months	70% of Journeyman's rate
Sixth six months	75% of Journeyman's rate
Seventh six months	80% of Journeyman's rate
Eighth six months	85% of Journeyman's rate

- 2.03 If the Employer decides at any stage of an apprenticeship that the apprentice will not have the skill, ability, merit or efficiency to perform as a journeyman at a satisfactory level, the apprentice will be subject to layoff on three (3) months' notice. If the employee successfully completes the apprenticeship and no journeyman positions are available, he shall receive eighty-five percent (85%) of the journeyman rate under this status.

ARTICLE 3 - PRESS COMPLEMENTS

- 3.01 The Urbanite press shall be manned as follows: one (1) MIC (who shall be a Class I), one (1) Class I, one (1) Class II, one (1) roll tender. The press shall have five pressmen on the web press when there are five webs of paper or when there are three webs of full colour or four webs with two full colour and two webs of spot colour.
- 3.02 Each shift, in the Web Press Department, shall have as part of the press crew, one (1) man in charge who shall be a Journeyman.

ARTICLE 4 - WAGES

- 4.01 The minimum scale of wages to be paid to journeyman/woman employees governed by this contract shall be appended to this agreement along with their progression schedule.
- 4.02 The rates noted are minimum rates only. The Union will not discriminate in any way against the Employer for paying higher rates.
- 4.03 Afternoon & Night Shifts: all employees working completed hours between 4:00 p.m. and 6:00 a.m. shall receive the following hourly premium over and above their regular hourly wage: one dollar and fifty cents (\$1.50).
- 4.04 Rates for part-time employees shall follow the appendix to this Agreement according to skill and experience in the classifications of work performed.
- 4.05 All employees who are routinely required to perform more than one (1) operation shall be paid at the rate applying to the highest paid operation. This does not apply to emergency coverage.
- 4.06 All new employees will be hired and paid according to the agreed negotiated wage scale levels.
- 4.07 Working supervisors or persons-in-charge of a department and the person in charge of press crews on the Web Press (who shall be Journeypersons) shall be paid twenty percent (20%) more than their base wage, with the shift differential added, if applicable. Those working supervisors and persons in charge who perform fifty percent (50%) or more of their working time on these shifts, shall receive the appropriate person-in-charge premium in the calculation of their bereavement leave and sick leave benefits.
- 4.08 Each employee shall be classified in his/her classification as spelled out in the Collective Agreement. No reduction shall be made to the classified rate when he/she is employed in any classification having a lower rate, unless the employee is reclassified or demoted. If any employee is employed in a classification which has a higher rate of pay, he/she shall receive the next higher rate of pay in the higher classification if the assignment is for four (4) consecutive hours or more.

- 4.09 The Employer shall be free to utilize employees covered by this contract anywhere in the plant for temporary periods, providing there is no reduction in their hourly rates of pay and provided there is no infringement on any other employee's standing.

ARTICLE 5 - OVERTIME

- 5.01 Overtime shall be permitted when necessary, but the refusal of any or all employees to work overtime shall not be deemed a breach of contract, nor shall any employee be disciplined or discriminated against for refusal to work overtime. The Employer shall, whenever possible, give twenty-four (24) hours' notice and at no time less than six (6) hours' notice, except in the case of mechanical breakdown or work not completed or other emergencies.
- 5.02 Where an employee is required to work overtime following the normal work day and it is expected that the work will require three (3) hours or more, the employee will be provided with a meal allowance not to exceed five dollars (\$5.00).
- 5.03 For an employee called into work on his scheduled day off, he shall receive one and one-half (1½) times his hourly wage rate for the first three (3) hours and two (2) times his hourly wage rate thereafter.
- 5.04 Overtime for employees at any shift shall be computed on the basis of the base hourly rate of wages paid to them for the shift on which they are actually working. For example: employees working on a night shift are to be paid the night shift premium and the overtime rate for the night shift is to be computed on the basis of the base rate with the night shift premium added after.
- 5.05 All time worked each day either before or after the regularly scheduled starting or quitting time in each shift shall be considered as overtime, but employees will only be paid for such work if the said overtime has been authorized in advance by the Employer.

ARTICLE 6 - SAFETY FOOTWEAR AND CLEAN UP

- 6.01 The Employer will provide one hundred and twenty-five (\$125.00) in total, as payment for one (1) pair of boots per pressroom employee per year, or two hundred and fifty (\$250.00) every two (2) years. Part-time employees who have been employed for six (6) continuous months shall receive fifty percent (50%) of the above reimbursement, and shall receive the balance after completion of one (1) year of continuous service. The above shall apply where health and safety regulations deem safety footwear is required.
- 6.02 The Employer agrees to provide Web and Sheetfed Press employees a clean, private and well-ventilated change room/shower room with lockers that are accessible only by those employees.

- 6.03 Ear protection shall be supplied, and worn in accordance with Workplace Safety and Health regulations, to all employees working within the pressroom/mailroom areas.
- 6.04 Rubber mats shall be provided to all employees required to perform their duties in areas with cement floors.

ARTICLE 7 - PRESS MAINTENANCE PECULIARS

- 7.01 The current practice of banking overtime will be capped at forty (40) hours. Taking time off will be at a time mutually agreed upon by the employee and Employer and will be in lieu of any overtime pay obligations.
- 7.02 The employer will provide seven (7) uniforms per year, and will be responsible for all laundering and repairs.
- 7.03 Maintenance personnel will not be used as production employees on the press for running any publication unless by mutual agreement.
- 7.04 Callbacks are a minimum of two (2) hours. The pay will be in accordance with the Collective Agreement. A maintenance employee shall have an eight (8) hour rest period after they have completed their work on a callback, or overtime rates will apply.
- 7.05 The Employer and employee will continue to supply tool and safety equipment however, the Employer will replace lost or stolen tools and equipment.

ARTICLE 8 - PRESSROOM SENIORITY

- 8.01 An existing employee transferred into either the web press department or sheet-fed department after June 22, 2008 shall have his seniority, for the purposes of layoff and vacation selection only, based on his continuous service in either the web press department or sheet-fed department, whichever is applicable. Accrual for vacation entitlement purposes shall be based on continuous service with the Employer.
- 8.02 Employees who have completed three (3) months' service who were laid off, will be retained on the Employer's seniority list for a period of twelve (12) months, after which they will be struck from the list.
- 8.03 Seniority, for all purposes for the former Sanford employees shall be calculated from the employee's original date of hire with Sanford Evans.

CLASSIFICATION OF WORK AND MINIMUM WAGE SCALES

	<u>Jan 1/14</u>	<u>Jan 1/15</u>	<u>Jan 1/16</u>	<u>Jan 1/17</u>	<u>Jan 1/18</u>
	0%	1%	1.5%	1.5%	1.5%
<u>1 Web Press Department</u>					
Class I - Journeyman Pressman (and Press Maintenance)	\$28.00	\$28.28	\$28.70	\$29.13	\$29.5
Class II – Pressman @ 90%	\$25.18	\$25.43	\$25.81	\$26.20	\$26.5
2 nd 6 months @ 80%	\$22.39	\$22.61	\$22.95	\$23.30	\$23.6
Start 1 st 6 months @ 75%	\$21.00	\$21.21	\$21.53	\$21.85	\$22.1
Roll Tender @ 75%	\$21.00	\$21.21	\$21.53	\$21.85	\$22.1
5 th 6 months @ 70%	\$19.59	\$19.79	\$20.08	\$20.38	\$20.6
4 th 6 months @ 60%	\$16.79	\$16.96	\$17.21	\$17.47	\$17.7
3 rd 6 months @ 55%	\$15.39	\$15.54	\$15.78	\$16.01	\$16.2
2 nd 6 months @ 50%	\$14.01	\$14.15	\$14.36	\$14.58	\$14.8
Start 1 st 6 months @ 45%	\$12.59	\$12.72	\$12.91	\$13.10	\$13.3
<u>2 Pre-Press Department</u>					
<u>Grandfathered Employee Grid</u>					
Class I - Journeyman	\$24.54	\$24.79	\$25.16	\$25.63	\$25.9
<u>Computer Technician / Graphic Designers</u>					
Class I	\$20.49	\$20.69	\$21.01	\$21.32	\$21.6
8 th 6 months	\$19.28	\$19.47	\$19.76	\$20.06	\$20.3
7 th 6 months	\$18.42	\$18.60	\$18.88	\$19.17	\$19.4
6 th 6 months	\$17.41	\$17.58	\$17.85	\$18.12	\$18.3
5 th 6 months	\$16.39	\$16.55	\$16.80	\$17.05	\$17.3
4 th 6 months	\$15.36	\$15.51	\$15.75	\$15.98	\$16.2
3 rd 6 months	\$14.33	\$14.47	\$14.69	\$14.91	\$15.1
2 nd 6 months	\$13.32	\$13.45	\$13.65	\$13.86	\$14.0
Start 1 st 6 months	\$12.31	\$12.43	\$12.62	\$12.81	\$13.0

* Art Department supervisor earns twenty percent (20%) premium.

P 1. LETTER OF UNDERSTANDING RE: COMPUTER GRAPHIC TECHNICIAN

The Employer agrees that the following Journeypersons employed in the Pre-Press Department will not be laid off because of the hiring of a Computer Graphic Technician:

Maria Parker

The parties reaffirm the long-term agreement that all new hires into the Department shall be into the Computer Graphic Technician/Graphic Designer classification and that there shall be no promotions into the Pre-Press Technician classification.

P2. LETTER OF UNDERSTANDING RE: MARK DE CASTRO, SAN SO, ZAHID RANA

Mark de Castro, San So and Zahid Rana shall receive no fewer than three (3) shifts weekly.

COMMERCIAL PRINT DEPARTMENT

ARTICLE 1: HOURS OF WORK

- 1.01 In the event the forty (40) hour work week for sheet press needs to be shifted by the Employer to accommodate production (e.g. moving a Monday through Friday work week to Tuesday through Saturday), the Employer will notify the affected employees two (2) weeks in advance.
- 1.02 An interval of not less than one-half ($\frac{1}{2}$) hour or more than one (1) hour shall be allowed for lunch on each shift and shall be scheduled between the third (3rd) and fifth (5th) hours of work unless otherwise mutually agreed. In no case shall said lunch period be considered the time of the Employer.
- 1.03 Rotation of shifts will occur as scheduled by the Employer in consultation with the Union, provided that a majority of affected personnel agree upon said rotation.
- 1.04 Press schedules shall be posted on appropriate bulletin boards within a minimum of thirty (30) days in advance of the shift actually being worked, subject to change due to unforeseen circumstances.
- 1.05 For the scheduling of days of work, the Employer will endeavour to provide employees with two (2) consecutive days off.

1.06 Part-time employees in Commercial Print shall continue to come from the Mailroom and pick their schedules as per the Mailroom part-time language.

ARTICLE 2 - APPRENTICESHIP

2.01 The Union and the Employer will cooperate to institute an ongoing apprenticeship plan.

2.02 In the event apprentices are hired by the Employer, the scale shall be as follows over a period of four (4) years:

First six months	45% of Journeyman's rate
Second six months	50% of Journeyman's rate
Third six months	55% of Journeyman's rate
Fourth six months	60% of Journeyman's rate
Fifth six months	70% of Journeyman's rate
Sixth six months	75% of Journeyman's rate
Seventh six months	80% of Journeyman's rate
Eighth six months	85% of Journeyman's rate

2.03 If the Employer decides at any stage of an apprenticeship that the apprentice will not have the skill, ability, merit or efficiency to perform as a journeyman at a satisfactory level, the apprentice will be subject to layoff on three (3) months' notice. If the employee successfully completes the apprenticeship and no journeyman positions are available, he shall receive eighty-five percent (85%) of the journeyman rate under this status.

ARTICLE 3 - PRESS COMPLEMENTS

3.03 The press complements for the Sheetfed Press Department shall be as follows:

8 colour 40" Heidelberg 1 Pressman Class I, 1 Sheetfeeder

ARTICLE 4 - WAGES

4.01 The minimum scale of wages to be paid to journeyman/woman employees governed by this contract shall be appended to this agreement along with their progression schedule.

4.02 The rates noted are minimum rates only. The Union will not discriminate in any way against the Employer for paying higher rates.

- 4.03 Afternoon & Night Shifts: all employees working completed hours between 4:00 p.m. and 6:00 a.m. shall receive the following hourly premium over and above their regular hourly wage: one dollar and fifty cents (\$1.50).
- 4.04 Rates for part-time employees shall follow the appendix to this Agreement according to skill and experience in the classifications of work performed.
- 4.05 All employees who are routinely required to perform more than one (1) operation shall be paid at the rate applying to the highest paid operation. This does not apply to emergency coverage.
- 4.06 All new employees will be hired and paid according to the agreed negotiated wage scale levels.
- 4.07 Working supervisors or persons-in-charge of a department shall be paid twenty percent (20%) more than their base wage, with the shift differential added, if applicable. Those working supervisors and persons in charge who perform fifty percent (50%) or more of their working time on these shifts, shall receive the appropriate person-in-charge premium in the calculation of their bereavement leave and sick leave benefits.
- 4.08 Each employee shall be classified in his/her classification as spelled out in the Collective Agreement. No reduction shall be made to the classified rate when he/she is employed in any classification having a lower rate, unless the employee is reclassified or demoted. If any employee is employed in a classification which has a higher rate of pay, he/she shall receive the next higher rate of pay in the higher classification if the assignment is for four (4) consecutive hours or more.
- 4.09 The Employer shall be free to utilize employees covered by this contract anywhere in the plant for temporary periods, providing there is no reduction in their hourly rates of pay and provided there is no infringement on any other employee's standing.
- 4.10 The Company shall pay the \$1.50 per hour premium to all Bindery 1 operators in Commercial Print for all hours worked. The premium for General Holiday Pay and Vacations shall continue to apply as per Article 23.10 for persons in charge.

ARTICLE 5 - OVERTIME

- 5.01 Overtime shall be permitted when necessary, but the refusal of any or all employees to work overtime shall not be deemed a breach of contract, nor shall any employee be disciplined or discriminated against for refusal to work overtime. The Employer shall, whenever possible, give twenty-four (24) hours' notice and at no time less than six (6) hours' notice, except in the case of mechanical breakdown or work not completed or other emergencies.

- 5.02 Where an employee is required to work overtime following the normal work day and it is expected that the work will require three (3) hours or more, the employee will be provided with a meal allowance not to exceed five dollars (\$5.00).
- 5.03 For an employee called into work on his scheduled day off, he shall receive one and one-half (1½) times his hourly wage rate for the first three (3) hours and two (2) times his hourly wage rate thereafter.
- 5.04 Overtime for employees at any shift shall be computed on the basis of the base hourly rate of wages paid to them for the shift on which they are actually working. For example: employees working on a night shift are to be paid the night shift premium and the overtime rate for the night shift is to be computed on the basis of the base rate with the night shift premium added after.
- 5.05 All time worked each day either before or after the regularly scheduled starting or quitting time in each shift shall be considered as overtime, but employees will only be paid for such work if the said overtime has been authorized in advance by the Employer.

ARTICLE 6 - SAFETY FOOTWEAR AND CLEAN UP

- 6.01 The Employer will provide one hundred and twenty-five (\$125.00) in total, as payment for one (1) pair of boots per pressroom employee per year, or two hundred and fifty (\$250.00) every two (2) years. Part-time employees who have been employed for six (6) continuous months shall receive fifty percent (50%) of the above reimbursement, and shall receive the balance after completion of one (1) year of continuous service. The above shall apply where health and safety regulations deem safety footwear is required.
- 6.02 The Employer agrees to provide access to the existing press locker room to Commercial Print employees (Sheetfed press operators and Bindery 1 operators only).
- 6.03 Ear protection shall be supplied, and worn in accordance with Workplace Safety and Health regulations, to all-employees working within the pressroom/mailroom areas.
- 6.04 Rubber mats shall be provided to all employees required to perform their duties in areas with cement floors.

ARTICLE 7 - COMMERCIAL PRINT SENIORITY

- 7.01 An existing employee transferred into the Commercial Print Department as a sheet-fed press operator or feeder after June 22, 2008 shall have his/her seniority, for the purposes of layoff and vacation selection only, based on his continuous service in the Commercial Print Department, whichever is applicable. Accrual for vacation entitlement purposes shall be based on continuous service

with the Employer. Seniority for bindery personnel (non-press operators) shall be as per General Article 34.

7.02 Employees who have completed three (3) months' service who were laid off, will be retained on the Employer's seniority list for a period of twelve (12) months, after which they will be struck from the list.

7.03 Seniority, for all purposes for the former Sanford employees shall be calculated from the employee's original date of hire with Sanford Evans.

<u>Commercial Print Department</u>	Jan.1/14	Jan. 1/15	Jan. 1/16	Jan. 1/17	Jan. 1/18
Class I - Journeyman Pressman	\$28.00	\$28.28	\$28.70	\$29.13	\$29.57
Class II – Pressman @ 80%	\$22.39	\$22.61	\$22.95	\$23.30	\$23.65
2 nd 6 months @ 75%	\$21.00	\$21.21	\$21.53	\$21.85	\$22.18
Start 1 st 6 months @ 70%	\$19.59	\$19.79	\$20.08	\$20.38	\$20.69
Sheet Feeder @ 70%	\$19.59	\$19.70	\$20.08	\$20.38	\$20.69
5 th 6 months @ 65%	\$18.20	\$18.38	\$18.66	\$18.94	\$19.22
4 th 6 months @ 60%	\$16.79	\$16.96	\$17.21	\$17.47	\$17.73
3 rd 6 months @ 55%	\$15.39	\$15.54	\$15.78	\$16.01	\$16.25
2 nd 6 months @ 50%	\$14.01	\$14.15	\$14.36	\$14.58	\$14.80
Start 1 st 6 months @ 45%	\$12.59	\$12.72	\$12.91	\$13.10	\$13.30

ADVERTISING DEPARTMENT

ARTICLE 1 - ACCOUNT EXECUTIVES

- 1.01 The Employer maintains that persons hired as account executives have responsibilities which fall outside of the concept of overtime, and as such, any provision in this Agreement respecting overtime shall not be applicable to account executives. It is understood that their remuneration is inclusive of hours worked over seven and one half (7 ½) hours in a day or thirty-seven and one half (37½) hours in any seven (7) day period, up to and including sixty (60) hours in any seven (7) day period. Any hours worked by an account executive in excess of sixty (60) in any seven (7) day period must be authorized in advance by the Employer.
- 1.02 The Employer shall treat all account executives in a manner that is not discriminatory, arbitrary, or in bad faith regarding account dispersal, budget goals, sales training, workshops, and sales assistance from the managers.

The Employer shall have the ability to create specialty categories for account executives with respect to sales accounts, but the creation of such specialty categories shall not include active accounts of account executives. Accounts associated with the specialty categories shall have that category as their principal business. Special categories shall not unreasonably restrict the ability of all account executives to increase sales.

All accounts must be assigned to the appropriate sales number (e.g. an account executive's account number, QMI, Kanata etc.). An account rotation system ('ARS') shall be used to distribute inactive and "Bluebird" accounts. The first-time ARS is used, the list shall be established in order of seniority. New hires go to the bottom of the ARS but will have the same access to Bluebird and inactive distribution.

An inactive account is an account that has not appeared in Sun Media products in Manitoba for twelve (12) months. A "Bluebird" is a client who contacts the Employer about advertising who has not currently assigned to an account executive.

Inactive accounts shall be distributed to the reps through ARS. Distribution shall take place daily as required.

Protected accounts are accounts the account executive has designated "protected" and are not eligible for ARS. An account executive can protect up to twenty (20) accounts for one hundred and twenty (120) days. The one hundred and twenty (120) day clock on a protected account starts when the business opens, although such an account can be protected and held prior to opening.

When the protection period expires and the account remains unsold, the account is immediately forwarded to ARS for distribution.

When a Bluebird account comes in, it shall be distributed to the account executive using ARS on a separate rotation from the inactive account distribution.

The only exceptions to the above system are the following accounts that have historically been serviced by the Employer and shall not be part of ARS:

102.3 Clear FM	MTS Allstream
92 CITI FM	Play On!
Advertising Association of Winnipeg	Portage Daily Graphic Bb Class
The Calgary Sun	Quebecor Media Inc.
CHUM Radio	Score Television Network
Commercial Print	Standard Life
Corus Radio Winnipeg	Sun TV
The Edmonton Sun	Vancouver 24 Hours
Football Manitoba	World Wrestling Entertainment
Golden West Radio	Young Associates
Kenora Daily Miner and News	

The current active account list that has been established and serviced by each account executive can be changed providing an account or accounts of equal or greater value are exchanged except in those cases where accounts are moved at the request of a client.

An automotive market account executive on staff as of July 6, 2008 will retain his/her active current local automotive accounts.

- 1.03 Where a client's account is written off as a bad debt, the commission paid will be charged back to the account executive for the excess of such amount over the client's credit limit. The account executive will not be charged back any amount if the client's credit limit was exceeded by written authorization of management. The amount charged back will not include taxes or service charges and will not exceed the amount of commission paid to the account executive for the total amount of the account. The Employer will process credit applications as quickly

as practicable. The account executive shall be notified, in writing, of the credit application's approval and credit limit.

1.04 Sales commissions will be paid monthly to account executives based on the following criteria:

- (a) Sales commissions are payable to employees upon publication only;
- (b) All account executives shall be entitled to a weekly guaranteed draw against commissions as outlined in Article 4 –Remuneration;
- (c) Sales representatives shall be paid a commission of 10% on all print advertising and 12% on all digital advertising.
- (d) Account executives who are away on sick leave as defined by 'Article 26-Sick Leave' will continue to accrue commissions on their account list. An account executive's "buddy" will be required to service the account executive's account list without additional remuneration, for no more than ten (10) consecutive working days. Thereafter, management will service the account list on behalf of the account executive.
- (e) The Employer shall pay account executives vacation pay as follows:
 - (i) Vacation pay shall be paid for an account executive based on their total remuneration multiplied by the percentage of weeks' vacation for that account executive to fifty-two (52) weeks. Two (2) weeks' vacation is 3.85% x total remuneration; three (3) weeks' vacation is 5.77% x total remuneration; four (4) weeks' vacation is 7.69% x total remuneration; and five (5) weeks' vacation is 9.62% x total remuneration;
 - (ii) The amount shall be calculated on the previous year's earnings as of December 31st;
 - (iii) Vacation pay shall be paid each month to the account executive;
 - (iv) The account executive shall continue to accrue commission during their vacation time.
- (f) Temporary Appointments. In the event that an account executive is requested to handle an account due to a vacancy of a position, the commissions shall be paid at eight percent (8%), and the revenue shall not be credited towards the account executive's budget goals and incentives.
- (g) Account executives shall receive one half (½) of their regular rate in the event that one (1) of their regular accounts purchases advertising in the

newspaper, or a special section insert of the newspaper which has been sold by someone other than the account executive who regularly services the account.

- (h) For the purpose of determining an account executive's hourly rate, the guaranteed draw per week for an account executive shall be deemed to be his weekly salary.
- (i) The Employer shall pay a one (1) time only five percent (5%) fee of the original sale to an account executive when he/she brings in a commercial print job for Winnipeg Sun Commercial Print.

1.05 The following are definitions of the main categories of advertising clients for purposes of the determination of sales jurisdiction. In general, accounts are categorized based on their decision-making locale and process, the category of product or service, the structure of their rate agreements, the geographic distribution of sales and the degree by which newspaper management must be involved in the sales process.

The language and definitions below shall apply to all account executives, except those who were account executives in the advertising department on January 1, 2002 or prior, and those employees will be 'grand-fathered' in regards to existing Multi-Market Retail accounts and Maintenance Accounts. When an account list moves to another account executive or goes into a draft the category of the accounts will not be changed from the designation with the previous account executive if the advertising decisions are made outside the Province of Manitoba:

Account Definitions

- 1) *National Accounts* – A National Account is any advertising client where final approvals are made outside the Province or an account that is primarily serviced by Quebecor Media Sales outside of Manitoba. All government advertising (federal, provincial, and civic) is considered National Accounts, including Crown corporations.
- 2) *Multi-Market Retail Accounts* (formerly National Retail) — these accounts have local retail outlets and other regional outlets, however, their advertising decisions (e.g. setting budgets, negotiating and approval of rates, deciding ad content and placement, and payment of invoices) predominantly require the approval of a Head Office which is outside the Province of Manitoba.
- 3) *Local Retail Accounts* – these accounts have retail outlets or offices (including home offices) that are located in the City of Winnipeg (which includes Headingley, St. Norbert, LaSalle, East St. Paul, West St. Paul, Bird's Hill, Dugald, Springfield, Oakbank, Oak Bluff, St. Francois Xavier, Iles Des Chenes, Lorette, Ste. Adolphe), in the Province of Manitoba and where advertising decisions (e.g. setting budgets, negotiating and

approval of rates, deciding ad content and placement, and payment of invoices) are made in the City of Winnipeg as defined herein. Any accounts beyond the City boundary (as defined herein) serviced by a Winnipeg Sun bargaining unit employee as of July 17, 2011 shall remain a Local Retail Account and not a rural account.

If sales employees from rural Sun Media publications directly solicit accounts within the City of Winnipeg (as defined above) that are on an account executive's account list and sells an advertisement that runs in the Winnipeg Sun, then the Employer will pay the Winnipeg Account Executive fifty percent (50%) of the account executive's commission rate based on the gross amount billed for the advertisement. Sun Media group advertising packages (ie. package deals that include rural papers and the Winnipeg Sun) shall continue to be made available to Winnipeg Sun bargaining unit employees.

A Credit Application form must be sent out to each new customer prior to the first (1st) booking of the ad is made. Based on the information in the completed credit application, and once approved, the Employer will determine where the advertising decisions are made and if the account is a National or Local account. If additional information is required, the Employer will contact the customer.

Calls from clients that normally reside outside the Province will be turned over to the Employer immediately. The Employer will assign local leads to a local account executive.

- 4) *Maintenance Accounts* — the Employer from time to time may request the assistance of a local account executive to offer service and follow-up to a Multi-Market Retail Account. This request for assistance of such an account shall be made without precedent or prejudice. The local account executive must request the approval of the Employer prior to making sales decisions such as special promotions, changing rates, content, etc. regarding this Multi-Market Retail Account. The Local account executive will be paid a three percent (3%) service fee based on the revenue generated. In no instance will a Maintenance Account be considered part of a protected account list of the Local department.
- 5) *Classified Accounts* — Classified Advertising consists largely of real estate, help wanted and automotive advertisements — the most cyclical components of the economy. The category includes agate line ads, classified display ads (a display ad with a border, positioned in the classified section of the newspaper) and co-op ads (an ad with the manufacturer's trademark, eligible for co-op reimbursement).
- 6) *Contra* – No commission shall be paid on contra.
- 7) *Automotive Account* – An Automotive Account is any client who sells or resells motorized vehicles.

- 1.06 If a holiday falls on a non-publishing day, an account executive, whose remuneration includes commissions, will be paid for that holiday commissions equal to his daily average vacation rate established for that year, calculated in accordance with paragraph 3 of LOU 6. If a holiday falls on a regular publishing day, the holiday pay shall be deemed to be the commissions earned from that publication.

ARTICLE 2- TRANSPORTATION AND OTHER EXPENSES

- 2.01 Where an account executive is required by the Employer to use his own automobile during the course of his employment (not including transportation to and from his home), he shall be compensated at the rate of four hundred and forty dollars (\$440.00) per month.
- 2.02 Where another employee is required by the Employer to use his own automobile during the course of his employment or receives permission from the Employer to do so (not including transportation to and from his home), the employee shall be compensated at the rate of forty-four cents (\$0.44) per kilometre.
- 2.03 Dependable transportation is a condition of employment for account executives. An employee who is required to use his/her car in the course of employment, shall have the appropriate insurance and valid driver's license.
- 2.04 Expenses will only be reimbursed if a detailed claim is submitted within fourteen (14) days after the month in which the expense was incurred. Expense reports require the approval of the Employer prior to being paid.
- 2.05 The Employer shall supply proper photographic equipment to perform all required assignments.

ARTICLE 3- INSIDE SALES

- 3.01 Inside (classified) salespeople shall be paid a monthly commission of six percent (6%) of the value of their sales in the month if they do not meet their budget. This percentage will become eight percent (8%) if their sales in the month are between one hundred percent (100%) and one hundred and ten percent (110%) of budget. Finally, the commission rate shall become nine percent (9%) if the sales in the month exceed one hundred and ten percent (110%).
- 3.02 The Employer shall not transfer set salesperson's accounts between Retail and Inside Sales. Sales accounts shall not be transferred from commissioned staff to non-commissioned staff.
- 3.03 Once annual budgets are allocated, the salespeople will sell into those areas, and, should a change be necessitated, their budget will not be adversely affected, and additional sources of sales revenue will be provided.

- 3.04 Where a client's account is written off as a bad debt, actual commission paid of the excess of such amount over the client's credit limit will be charged back to the salesperson. Should an error in an advertisement occur, the salesperson and the Employer will try to remedy the situation with the customer (e.g. make good ads). The salesperson will receive full commission provided they, or their designate, have adhered to all associated company policies and procedures.
- 3.05 Inside salespeople who are away on vacation will continue to accrue commissions on their accounts. Payment of vacation entitlement for inside salespeople will be based on each salesperson's base salary and commissions as of December 31st of the previous calendar year.
- 3.06 All employees will receive a monthly bonus of seventy-five dollars (\$75.00) if the department's budget is met in a month. An additional seventy-five dollars (\$75.00) per person will be paid if the department reaches target. In addition, Ad Takers will be paid one hundred dollars (\$100.00) based on achieving their individual monthly budgets.
- 3.07 Annual and monthly budgets will be provided to each Inside Sales Representative as soon as practicable.

ARTICLE 4 – REMUNERATION

<u>Weekly Wage Rates</u>	<u>Jan 1/14</u>	<u>Jan 1/15</u>	<u>Jan 1/16</u>	<u>Jan1 /17</u>	<u>Jan 1/18</u>
	0%	1%	1.5%	1.5%	1.5%
Account Executives – draw against commissions					
Start	\$519.70	\$524.90	\$532.77	\$540.76	\$548.87
After one (1) year	\$593.96	\$599.90	\$608.90	\$618.03	\$627.30
After two (2) years	\$668.20	\$674.88	\$685.01	\$695.28	\$705.71
After three (3) years	\$742.46	\$749.88	\$761.13	\$772.55	\$784.14
Inside Sales – draw against commissions					
Start	\$386.26	\$390.12	\$395.97	\$401.91	\$407.94
After one (1) year	\$424.88	\$429.13	\$435.57	\$442.10	\$448.73
After two (2) years	\$467.37	\$472.04	\$479.12	\$486.31	\$493.61
After three (3) years	\$514.12	\$519.26	\$527.05	\$534.96	\$542.98

	<u>Jan 1/14</u>	<u>Jan 1/15</u>	<u>Jan 1/16</u>	<u>Jan 1/17</u>	<u>Jan 1/18</u>
Computer Operators / Photographers	0%	1%	1.5%	1.5%	1.5%
Start	\$439.31	\$443.70	\$450.36	\$457.11	\$463.97
After one (1) year	\$483.23	\$488.06	\$495.38	\$502.81	\$510.36
After two (2) years	\$531.53	\$536.85	\$544.90	\$553.07	\$561.37
After three (3) years	\$565.31	\$570.96	\$579.53	\$588.22	\$597.04
Supervisor	\$611.25	\$617.36	\$626.62	\$636.02	\$645.56
Dispatch					
Start	\$624.01	\$630.25	\$639.70	\$694.30	\$659.04
After one (1) year	\$650.00	\$656.50	\$666.35	\$676.34	\$686.49
After two (2) years	\$681.22	\$688.03	\$698.35	\$708.83	\$719.46
After three (3) years	\$707.19	\$714.26	\$724.98	\$735.85	\$746.89
After four (4) years	\$733.22	\$740.55	\$751.66	\$762.94	\$774.38
After five (5) years	\$765.73	\$773.39	\$784.99	\$796.76	\$808.71
Coordinators					
Start	\$501.99	\$507.01	\$514.62	\$522.33	\$530.17
After one (1) year	\$549.79	\$555.29	\$563.62	\$572.07	\$580.65
After two (2) years	\$597.61	\$603.59	\$612.64	\$621.83	\$631.16
After three (3) years	\$656.67	\$663.24	\$673.19	\$683.28	\$693.53

*Wage increases do not apply to account executives' or local national sales representatives' weekly draw or commissions.

A 1. LETTER OF UNDERSTANDING:

RE: ACCOUNTS MOVED AT THE REQUEST OF A CLIENT – ADVERTISING DEPARTMENT

The following process will take place in the event that an advertiser requests a change to his/her advertising sales rep:

1. The Director of Advertising will meet with the sales rep to inform him/her that a request has come forward;
2. The Director of Advertising will contact the client and determine the issues;
3. The Director of Advertising will meet with said sales rep to discuss the client's issues and solutions;
4. The sales rep will be given a period of ten (10) days to rectify the issues. If the issues have not been addressed to the client's satisfaction by the end of the ten (10) day period, the account will be moved without an account of equal value given to the sales rep.

A 2. LETTER OF UNDERSTANDING RE: SUMMER RELIEF STUDENTS

The Employer may employ up to three (3) summer relief students (one (1) per department) to work in the advertising department. Summer relief students are students who have not yet completed their degree or have completed their degree less than six (6) months ago and are seeking employment for the summer period (May 1 to September 1). The Employer acknowledges that hiring such students will not result in the dismissal of a full-time worker.

A 3. LETTER OF UNDERSTANDING RE: NATIONAL SALES REPRESENTATIVE

The National Sales Representative shall be a separate classification and wage rate. The commission rate shall be seven and one-tenth percent (7.1%). Should the Local National Sales Representative achieve one hundred and four percent (104%) or greater of his previous year's revenue within a period, commission will be eight percent (8%) for that period. The Local National Sales Representative shall be responsible for maintaining and facilitating all CSO advertising bookings unless they are otherwise assigned to an account executive.

A 4. LETTER OF UNDERSTANDING RE: PROCESS FOR PROTECTING ACCOUNTS

An account executive will send an email to the Employer stating which accounts that account executive wishes to place on his/her Protected List, as contemplated by Article

1.02 of the Advertising section. Accounts may be protected for a period of one hundred and twenty (120) days and such requests may only be made by an account executive once per account, except in the event the account is not open for business, in which case the account may be repeatedly protected. The one hundred and twenty (120) day clock starts when the business opens. The account executive must provide the following particulars: business name, address, type of business, contact name and phone number. The Employer will advise the account executive that the account has been put on the list.

The Employer will notify the account executive if the account is unprotectable and provide the reason why. If the Employer receives more than one (1) request to protect a specific account on a protected list, the first (1st) email received will be accepted.

Account executives will not enter accounts onto their protected list by themselves on any Employer computer system. Only protected accounts administered according to the above process shall be considered "protected."

A 5. LETTER OF UNDERSTANDING RE: VACANT ACCOUNT EXECUTIVE POSITION

When an account executive's employment is terminated, the Employer shall keep intact that account executive's current account list if it is the intent of the Employer to replace the account executive. The Employer will have up to one hundred and twenty (120) days to replace the account executive upon which time, if the Employer fails to replace the account executive, these accounts shall become eligible for the Account Rotation System (ARS) from Advertising Article 1.02.

If the Employer does not intend to replace the account executive, then the accounts on the list shall become eligible for the ARS.

Account executives who are assigned to maintain any accounts from a former account executive during the period mentioned above shall be paid a flat commission rate of eight percent (8%) for all such work as a maintenance fee.


A 6 LETTER OF UNDERSTANDING RE: WINNIPEG SUN ACCOUNT EXECUTIVES/ VACATION PAY AND STATUTORY PAY CALCULATIONS AND PAYMENTS


The parties agree that the following provisions clarify the Collective Agreement between the parties, January 1, 2011 to December 31, 2013 (the "Collective Agreement") relating to account executives only and how payments are calculated and paid out under the Collective Agreement.

1. The definition of "Total Remuneration" for the purposes of Advertising Article 1.04(e) and Advertising Article 1.6 shall be "compensation for work performed that is paid or payable to an employee and includes draw, commission or compensation in any other form, including car allowance,

General Holiday pay, and performance-related bonuses, but not including pension and benefit contributions from the Employer.”

2. The “vacation pay entitlement” of Advertising Article 1.04(e) for an account executive shall be their total remuneration multiplied by the percentage of weeks’ vacation for that account executive to fifty-two (52) weeks. For clarity, two (2) weeks’ vacation would be 3.85% x total remuneration; three (3) weeks’ vacation is 5.77% x total remuneration; four (4) weeks’ vacation is 7.69% x total remuneration; and five (5) weeks’ vacation is 9.62% x total remuneration.
3. The “daily average vacation rate” referred to in Advertising Article 1.06 shall be the account executive’s total dollar “vacation pay entitlement”, as calculated in paragraph 2 above, divided by the number of days’ vacation (eg. Five (5) weeks’ vacation on total remuneration of \$100,000.00 equals \$9620.00. Divide \$9620.00 by 25 days of vacation equals \$384.50 – that number is the daily average vacation rate).
4. This LOU shall form part of the Collective Agreement.



Employer


Union

Mar 27/14

Date
03/27/14

Date

MAILROOM

ARTICLE 1 - HOURS OF WORK

- 1.01 The Employer shall post a part-time schedule by no later than Tuesday at noon (or Monday if Tuesday is a holiday) for the following week, which must be filled in by Thursday at 11:00 p.m. All part-time employees may select up to thirty (30) hours per week, up to seven and one half (7½) hours per day. Any additional open shifts, beyond the thirty (30) hours, shall be chosen on a seniority basis up to a standard thirty-seven and one half (37½) hour work week. Any hours additional to those scheduled will be offered on a call-in basis. Where hours are reduced below those scheduled, employees are to be notified as soon as practicable. The above conditions will not be applicable in unforeseen circumstances.

ARTICLE 2 - DAYS OFF

- 2.01 The Employer agrees to make every reasonable effort to schedule Mailroom employees so that they regularly get consecutive days off, but such schedules may be changed, where necessary, upon as much notice as is practicable.

ARTICLE 3 - SENIORITY

- 3.01 Part-time seniority shall be determined by accumulation of hours worked in the preceding calendar year. These hours shall be added to the previous years' seniority list total of hours to produce a current up to date list. A seniority list of part-time employees shall be given to the Union at the beginning of every year.
- 3.02 Senior employees shall have first choice of shifts and days off, within their classification, subject to production necessities as determined by the Employer.

ARTICLE 4 - PERSON IN CHARGE

- 4.01 Management will appoint a member of the crew to be the Person In Charge of the crew. The Person In Charge so appointed shall receive an additional payment to cover the shift, being fifteen percent (15%) more than their base hourly rate.
- 4.02 Employees who regularly work as the Person in Charge, shall receive the applicable additional payment for the purpose of calculating vacation pay, general holiday pay, sick pay and bereavement leave. This calculation shall apply only to those who perform fifty percent (50%) or more of their working time as the Person in Charge, as determined from the immediately preceding twelve (12) months.

ARTICLE 5 - UNIFORMS

- 5.01 The Employer shall supply a smock to each part-time employee for use solely during working hours and to be maintained by the employee. The Employer will also supply and maintain three (3) sets of uniforms for full-time employees for use solely during working hours. If an employee should bring in a smock or uniform (as applicable) which has been worn out in the course of work, the Employer will supply a new apron or uniform at its expense in exchange for the old one. The Employer will also make available a supply of coveralls for use by employees as required.
- 5.02 Ear protection shall be supplied, and worn in accordance with Workplace Safety and Health regulations, to all employees working within the pressroom/mailroom areas.
- 5.03 Rubber mats shall be provided to all employees required to perform their duties in areas with cement floors.
- 5.04 The Employer shall provide one hundred and twenty-five dollars (\$125.00) every twelve (12) months or two hundred and fifty dollars (\$250.00) every twenty-four (24) months as payment for safety boots for all full-time employees. Part-time employees who have been employed for six (6) continuous months shall receive fifty percent (50%) of the above reimbursement, and shall receive the balance after completion of one (1) year of continuous service. The above shall apply where Health and Safety regulations deem safety footwear is required.
- 5.05 The Employer agrees to provide a clean, private and well-ventilated change room with lockers for mailroom employees (one (1) locker room for male employees and one (1) locker room for female employees), that is accessible by employees only.

ARTICLE 6 - FULL-TIME EMPLOYEES

- 6.01 The Employer, when reducing hours of work in the unit, agrees not to reduce the regular scheduled hours of job classification Bindery I and Bindery II for the purpose of engaging in additional job classification Bindery III.

ARTICLE 7 - SHIFT PREMIUMS

- 7.01 All complete hours worked by staff between the hours of 10:30 p.m. and 6:00 a.m. will generate a shift premium. The shift premium for completed hours is one dollar and twenty-five cents (\$1.25).

ARTICLE 8 - INSERTING MACHINE OPERATORS

8.01 When the inserting machines are running there shall always be two (2) operators on site (one (1) per machine), both to be paid the full rate.

ARTICLE 9 - WAGES

<u>Wage Rates</u>	<u>Jan 1/14</u>	<u>Jan 1/15</u>	<u>Jan 1/16</u>	<u>Jan 1/17</u>	<u>Jan 1/18</u>
Bindery I (technician)	0%	1%	1.5%	1.5%	1.5%
Start	\$15.54	\$15.70	\$15.93	\$16.17	\$16.41
After one (1) year	\$16.74	\$16.91	\$17.16	\$17.42	\$17.68
After two (2) years	\$17.94	\$18.12	\$18.39	\$18.67	\$18.95
After three (3) years	\$18.54	\$18.73	\$19.01	\$19.29	\$19.58
After four (4) years	\$19.13	\$19.32	\$19.61	\$19.91	\$20.20
Bindery III					
Start	\$10.45	\$10.55	\$10.71	\$10.87	\$11.04
After 488 hours	\$11.15	\$11.26	\$11.43	\$11.60	\$11.78
After 975 hours	\$11.85	\$11.97	\$12.15	\$12.33	\$12.52
After 1,950 hours	\$12.55	\$12.68	\$12.87	\$13.06	\$13.25
After 3,900 hours	\$13.25	\$13.38	\$13.58	\$13.79	\$13.99

*For those employees above scale the % increase shall be applied to their current rate of pay.

** The wage premium for a Bindery 1 Technician operating the Stitcher/Trimmer, Folder, Cutter and Inserting Machine shall be one dollar and fifty cents (\$1.50) per hour.

B 1. LETTER OF UNDERSTANDING RE: JOB DESCRIPTIONS

Bindery Class I Machine Operators

- ◆ Operate and maintain all equipment within the department.
- ◆ Training of other people on equipment as needed or directed.
- ◆ Set up and maintain proper maintenance schedule.
- ◆ Troubleshoot and solve job-related problems.
- ◆ Keep equipment and surrounding area clean and safe.
- ◆ Loading procedures for all newspapers; mailing and sorting.
- ◆ Forklift operations.
- ◆ Assist wherever possible with all other bindery functions.
- ◆ Other duties as assigned.

Bindery Class III

- ◆ Set up and perform all hand-related jobs e.g. collating, inserting, padding, tying, bagging, counting, and jogging etc.
- ◆ Operate all small bindery equipment e.g. punches, tying machine, counterveyors and hand stitchers, etc.
- ◆ Maintain a clean and safe work area.
- ◆ Other duties as assigned.

B 2. LETTER OF UNDERSTANDING RE: DEPARTMENTS

For the purposes of Article 12 – Lay Off and Recall, the classifications defined in this Agreement are further defined to include two (2) departments: Web and Sheetfed. Former Sanford Evans employees are in the Sheetfed department and former Winnipeg Sun employees are in the Web department. In the event of layoff, the employee in the department affected by the layoff may not exercise any bumping rights in any other departments.

B 3. LETTER OF UNDERSTANDING RE: SHIFT SELECTION

Part-time persons on leave of absence for vacation will be allowed to call to their Supervisor to choose shifts for the following week.

B 4. LETTER OF UNDERSTANDING RE: PARENTAL LEAVE

The Employer agrees to credit part-time employees with seniority when absent due to parental leave. Seniority will be based on the weekly average number of hours worked in the six (6) months preceding the leave times the number of weeks missed while on leave. These hours will not be included for the purpose of 'Article 9 – Wages' for the progression on the wage schedule, or any other applicable articles.

B 5. LETTER OF UNDERSTANDING RE: BINDERY 1 JOB POSTING

Part-time mailroom employees shall be given first consideration for the next job posting for a full-time Bindery I position.

B 6. LETTER OF UNDERSTANDING RE: OVERTIME

When practical, overtime hours in the commercial bindery shall be offered on a rotating basis among the available employees in attendance on the shift. Those not in attendance on the shift do not lose their place in the rotation.

B 7. LETTER OF UNDERSTANDING RE: MAILROOM SCHEDULING

The Company and the Union shall meet to discuss mailroom scheduling prior to new commercial print and mailroom inserting work coming into the plant.

EDITORIAL

ARTICLE 1 - SHIFT PREMIUM

- 1.01 The Employer agrees to pay an employee a shift premium for any completed hour necessarily worked after 10:00 p.m. and before 6:00 a.m. The shift premium shall be two dollars (\$2.00) per hour.
- 1.02 A Slot Editor premium will be calculated at the rate of one hundred and fifteen percent (115%) of the employee's regular rate of pay when required to work in the slot.

ARTICLE 2 - DAYS OFF

- 2.01 The Employer agrees to make every reasonable effort to schedule Editorial employees so that they regularly get consecutive days off, but such schedules may be changed, where necessary, upon as much notice as practicable.

ARTICLE 3 - OVERTIME

- 3.01 Overtime shall be required when necessary but an individual employee shall be excused from working overtime for compelling reasons provided, when practicable, reasonable prior notice of request to be excused is given to management.

ARTICLE 4 - PHOTO EQUIPMENT

- 4.01 The Employer shall provide proper photographic and video equipment to perform all required assignments. Unless otherwise authorized by the Employer, in advance, all such equipment shall remain the exclusive property of the Employer and shall not be used other than for the performance of assignments for the benefit of the Employer. No equipment shall be removed from the Employer's premises without the Employer's prior authorization.

ARTICLE 5 - TRANSPORTATION AND OTHER EXPENSES

- 5.01 Where an employee is required by the Employer to use his own automobile during the course of his employment or receives permission from the Employer to do so (not including transportation to and from his home), the employee shall be compensated at the rate of forty-four cents (\$0.44) per kilometre.
- 5.02 The Employer will, however, supply vehicles to be used by photographers and may supply vehicles to multi-media journalists.
- 5.03 An employee who is required to use his/her own automobile in the course of employment, shall have the appropriate insurance and a valid driver's license.

When an employee is required to have a car he/she shall have six (6) months from the date of hiring to acquire one.

- 5.04 Expenses will only be reimbursed if a detailed claim is submitted within fourteen (14) days after the month in which the expense was incurred. Expense reports require the approval of the Employer prior to being paid.

ARTICLE 6 - FREELANCING

- 6.01 An employee's freelance activities shall be limited only to the extent that an employee cannot be involved in any freelancing activity inconsistent with his duties to the Employer or which could be deemed to be in conflict with any media interests of the Sun Media Corporation. To this end, whenever an employee is to become involved in such activity, the employee shall first obtain permission from the Employer, which shall not be unreasonably withheld. Any current employee as of July 17, 2011 who has obtained the Employer's authorization to regularly freelance to non-newspaper organizations shall be "grandfathered" with respect to those non-newspaper organizations.

ARTICLE 7 - SELECTION OF NIGHT AND WEEKEND WORK

- 7.01 Where night and weekend shifts can reasonably be rotated, they shall be rotated in a fair and reasonable manner. Assignment to night and weekend shifts shall not be used as a disciplinary measure.

ARTICLE 8 - CORRECTIONS/RETRACTIONS

- 8.01 The Employer will not publish a correction or apology with respect to an employee's work until every reasonable effort has been made to discuss the matter with the employee.

ARTICLE 9 - BYLINES

- 9.01 An employee's byline or credit line shall not be used over his protest. Bylines or credit lines shall not be unreasonably withheld. Whenever substantial changes are made in a writer's story, the Employer will make a reasonable effort to discuss with the employee the proposed changes prior to publication, failing which the byline or credit line shall not be used. If after discussing the issue there is disagreement, the byline shall not be used over his protest. A columnist cannot withhold his/her byline, but if a columnist feels there has been substantial changes to his/her column they may withhold the column from publication.
- 9.02 On the basis of the rates of compensation established in this Contract, the Employer is the owner of all copyrights on all materials produced by the editorial employees in the course of their employment with the Winnipeg Sun and has the right to reproduce, publish, translate, broadcast, distribute, archive, sell, or license this material in any manner, form or medium that the Employer chooses,

including all electronic form and internet and including the right to alter the original work in any way it sees fit. It is agreed that any employee producing content or material for the Employer waives any and all rights, including moral rights, with regard to that content or material. In return, the Employer agrees that the rights to withhold by-lines and credit lines in Article 9.01 above shall extend into the future for any instance of the original work being reproduced.

ARTICLE 10 - LETTERS TO THE EDITOR

10.01 The Employer shall make every reasonable effort to show the employee concerned any letter to the editor, which refers directly to him or his work, prior to publication of the letter.

ARTICLE 11 - SHIFT AND BEAT CHANGES

11.01 The Employer may assign, re-assign, transfer or change shifts or beats as required, and shall notify effected employees at least one (1) week in advance where practicable.

11.02 The Employer agrees to discuss all such changes or transfers with employees involved prior to those changes or transfers being made.

11.03 The Employer shall consider the employees' preferences when assigning their beats.

ARTICLE 12 - USE OF FREELANCERS, TEMPORARY OR PART-TIME WORKERS

12.01 Freelancers, temporary or part-time workers shall not be used when such work would result in the dismissal of a full-time worker.

ARTICLE 13 - ADVERTORIAL WORK

13.01 Editorial staff shall only perform advertorial work for the Winnipeg Sun on a voluntary basis except for emergencies.

ARTICLE 14 - SCALE OF WAGES

<u>Weekly Wage Rates</u>	<u>Jan 1/14</u>	<u>Jan 1/15</u>	<u>Jan 1/16</u>	<u>Jan 1/17</u>	<u>Jan 1/18</u>
Reporter/Photographer/ Graphic Designer	0%	1%	1.5%	1.5%	1.5%
Start	\$630.11	\$636.41	\$645.96	\$655.65	\$665.48
After one (1) year	\$704.36	\$711.40	\$722.07	\$732.91	\$743.90
After two (2) years	\$777.73	\$785.51	\$797.29	\$809.25	\$821.39
After three (3) years	\$850.45	\$858.95	\$871.84	\$884.92	\$898.19
After four (4) years	\$922.41	\$931.63	\$945.61	\$959.79	\$974.19
Copy/Layout					
Start	\$881.33	\$890.14	\$903.50	\$917.05	\$930.80
After one (1) year	\$934.59	\$943.94	\$958.09	\$972.47	\$987.05
After two (2) years	\$987.86	\$997.74	\$1,012.70	\$1,027.90	\$1,043.31
Assistant Editor/Section Editor/Assistant Photo Chief					
Start	\$936.10	\$945.46	\$959.64	\$974.04	\$988.65
After one (1) year	\$997.00	\$1,006.97	\$1,022.07	\$1,037.41	\$1,052.97
After two (2) years	\$1,057.88	\$1,068.46	\$1,084.49	\$1,100.75	\$1,117.26
Columnist					
Start	\$997.00	\$1,006.97	\$1,022.07	\$1,037.41	\$1,052.97
After one (1) year	\$1,065.52	\$1,076.18	\$1,092.32	\$1,108.70	\$1,125.33
After two (2) years	\$1,134.00	\$1,145.34	\$1,162.52	\$1,179.96	\$1,197.66
Assistant News Editor/Assistant Assignment Editor/Photo- Chief					
Start	\$1,134.00	\$1,145.34	\$1,162.52	\$1,179.96	\$1,197.66
After one (1) year	\$1,210.09	\$1,122.78	\$1,240.52	\$1,259.13	\$1,278.02

Clerical					
Start	\$552.20	\$557.72	\$566.09	\$574.58	\$583.20
After one (1) year	\$604.60	\$610.65	\$619.81	\$629.10	\$638.54
After two (2) years	\$658.29	\$664.87	\$674.85	\$684.97	\$695.24

E 1. LETTER OF UNDERSTANDING RE DOUG LUNNEY

The Union acknowledges that Doug Lunney, member of the Management Committee, performs a significant amount of editorial department work, including currently producing a Community Relations column per day. The Union recognizes that this is beneficial to The Winnipeg Sun at this time.

Accordingly, the Union agrees that Doug Lunney while performing his functions of and related to the Community Relations column, shall be excluded from the bargaining unit.

**E 2. LETTER OF UNDERSTANDING
RE: SUMMER STUDENTS - EDITORIAL DEPARTMENT**

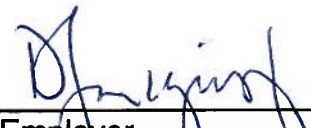
The Employer may employ up to four (4) summer students to work in the editorial department. Summer students are students who have not yet completed their degree or have completed their degree less than six (6) months ago and are seeking employment for the summer period (May 1 to September 1). The Employer acknowledges that hiring such students will not result in the dismissal of a full-time worker. The rate of pay for such workers will be seventy-five percent (75%) of the weekly wage scale for the applicable position. Summer students will form part of the bargaining unit for the duration of the term position and will not be afforded benefits such as right of recall and maintenance on seniority lists at the end of the term.

**E 3. LETTER OF UNDERSTANDING RE: COPY EDITORS/REPORTERS AND
AGATE WORK**

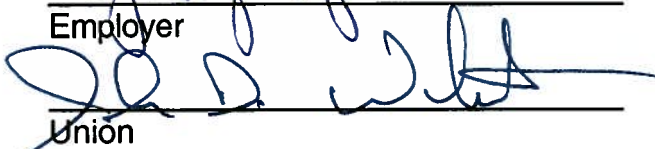
The parties agree that whenever a copy editor or reporter is assigned to do "agate" work in Editorial that the Employer shall continue to pay the copy editor/reporter the copy editor rate, even if such work is for an extended period of time.

E 4. LETTER OF UNDERSTANDING RE: ONLINE WORK


The Employer acknowledges that the creation of local editorial content for use in online activities is primarily provided by bargaining unit staff.



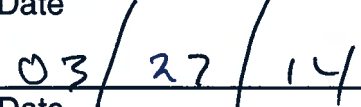
Employer



Union



Date



Date

DISCRIMINATION AND HARASSMENT

STATEMENT:

All employees and customers are entitled to be treated with dignity and respect in the workplace. The Employer will not, and employees should not, condone any form of work-related discrimination, which includes harassment.

DEFINITION:

Harassment is a form of discrimination. Harassment is any conduct - verbal, physical, or by innuendo - that is likely to cause offence or humiliation to a person.

WHAT TO DO:

Employees who feel they are being subjected to discrimination shall make the alleged offender aware of their disapproval and/or uneasiness. To avoid any misunderstandings, the employee should clearly state that the action/behaviour is perceived to be discriminatory and should stop.

Employees who believe they are the victim of discrimination or if the action/behaviour does not cease may report the incident to their immediate supervisor or to the Human Resources Manager or to the Vice President of Human Resources of Sun Media at (416) 947-2057.

DEALING WITH A COMPLAINT:

The immediate supervisor must inform the Human Resources Manager who in turn will forward the complaint to the Vice President of Human Resources. The Vice President of Human Resources will request an investigation. The rights of the alleged offender must also be protected. The alleged offender will be advised of the complaint and that an investigation is proceeding.

DISCIPLINARY ACTION:

After a thorough investigation has taken place and if the allegations are substantiated, the Vice President of Human Resources will take appropriate disciplinary measures against the offender, which may include dismissal. The Vice President of Human Resources will also, to the extent possible, take appropriate measures to deal with the negative consequences suffered by the victim. Intentionally accusing someone of discrimination, known to be false, is a serious matter and is also subject to disciplinary action, including dismissal.

CONFIDENTIALITY:

Complaints dealing with discriminatory actions/behaviour will be treated with care, discretion, and equity.


Dated March 13, 2012


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS MEMORANDUM OF AGREEMENT.


SIGNED THIS _____ DAY OF _____ 2014

FOR THE UNION:

FOR THE COMPANY:






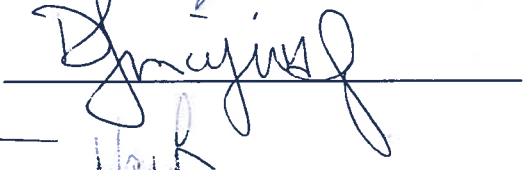


deForbes

J. medeiros

Paul Sweeney





Mark

