

COLLECTIVE AGREEMENT

between

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

and

**UNIFOR
And Its Local 191**

**From: January 1, 2019
To: December 31, 2022**

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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
Freelancers
Training program students

Advertising

Director of Advertising
Media Strategist

Mailroom

Foreman

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

Commercial Print Plant Manager
Commercial Print Sales 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 Workplace Violence, Harassment and Bullying Policy and procedures (policy at the end of the Collective Agreement). This policy is deemed to be included in the Collective Agreement.

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 Unifor.

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 Sheeffed 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 An employee who is required to work at a computer for twenty-five percent (25%) or more of the normal work-week shall have their eyes examined by an Optometrist of their choosing once per year. The Employer agrees to pay for the cost of the examination or tests where not covered by existing medical plan or Manitoba Health.
- 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. Michael Werier;

2. Diane Jones;
3. Bill Hamilton;
4. Gavin Wood;
5. 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 ³/₄) 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 Effective September 1st, 2019 the Company's vacation year and accrual period will be from September 1st to August 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 vacation with pay calculated as follows: employees with less than 1 year of service will accrue at a rate of 1.25 days per month, employees with 1 to 6 years of service accrue at a rate of 1.25 days per month (3 weeks per year), employees with 7 to 14 years of service accrue at a rate of 1.67 days per month (4 weeks per year) and employees with 15 years or greater of service accrue at a rate of 2.08 days per month (5 weeks per year).

23.02 The fourth (4th) and fifth (5th) weeks may be taken in conjunction with the third (3rd) week, at the discretion of the Employer. Vacation credits are not cumulative from year to year.

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. Also, all employees who work at least fifty (50) percent of their shifts on a shift that receives a premium shall receive said premium on their vacation pay, sick leave and on General Holidays (as defined in Article 22).
- 23.12 Employees are not able to carry forward vacation days to the next fiscal year unless they have prior approval from their Supervisor and have submitted a Carry Forward form. If approved the carry forward days (a maximum of five) must be taken by the end of November. If the request is not submitted or if it is not approved the vacation bank will be forfeited on the last pay in the fiscal period. No employee shall forfeit vacation if they have made an effort to schedule vacation and/or the Employer has refused to grant vacation as per the Collective Agreement.
- 23.13 Unused vacation may be assigned by the Employer but the Employer shall give a minimum of twenty-one (21) days' notice prior to vacation. However, the Company shall only invoke this clause if the employee makes no effort to schedule vacation as per the Collective Agreement.

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 ($\frac{1}{2}$) 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 (1½) times the hourly rate for that employee (the employee's weekly salary divided by thirty-seven and a half (37 ½)) 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 (37½) hours or seven and a half (7½) 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

The parties agree to the elimination of the current Flex Benefit Plan within three months.

Benefits can be no less than what was negotiated during bargaining. If the employee portion of benefit costs decrease, the reduction will be passed on to members. Details of the plan will be provided to all participants in the form of plan booklets and through employee educational sessions.

Accordingly, the Short Term Disability language will be amended to say the following:

In accordance with the Company's Short term Disability Policy, an employee who has more than 3 months of service but less than 1 year of service who is absent because of illness or injury shall be paid salary continuance for up to the first week of absence followed by 70% salary for up to a further 25 weeks of absence. An employee who has more than 1 year of service who is absent because of illness or injury shall be paid salary continuance for up to the first 4 weeks of absence followed by 70% salary for up to a further 22 weeks of absence.

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 Postmedia chain), merger, termination of publication, layoff (including anyone who loses their job under Article 12), 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 fifty-two (52) 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 – SOCIAL JUSTICE FUND

40.01 The Social Justice Fund is an independent non-profit corporation and is an officially registered charitable foundation under the *Income Tax Act*. The Unifor Social Justice 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 Unifor Social Justice 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. After 12 months of continuous employment, the part-time employee who averages at least fifteen (15) hours a week and has worked at least seven hundred and eighty (780) hours, is eligible to participate in the benefit plan. Part-time employees must work at least 780 hours in the current year to retain the above benefits for the following calendar year.

ARTICLE 43 – RETIREMENT PLAN

43.01 The Employer agrees to contribute to the Unifor Multi-Employer Pension Plan (hereinafter sometimes referred to as the "Plan") and the Group RRSP five and seven-tenths percent (5.7%) 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 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 The company shall continue to maintain the former Sanford Evans legacy retirement plan.

ARTICLE 44 – IDENTIFICATION OF WORK

44.01 The Union label is the exclusive property of Unifor and its use is authorized only by the express direction and consent of Unifor 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.

ARTICLE 47 – PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer court
Toronto, Ontario M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

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, 2019 to December 31, 2022 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, 2022 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;

LETTER OF UNDERSTANDING – VACATION

Effective September 1, 2019 the Company's vacation year and accrual period will be from September 1st to August 31st. The effects of this change will create changes in current vacation entitlement for each employee.

The parties acknowledge there is an existing vacation carryover issue with many employees even prior to this new transition period. The parties agree that there shall be a three (2)-year transition period to implement the new vacation accrual system. During this period the parties will work together to ensure that all vacation carryover is eliminated during this transition. The parties shall meet at least annually to discuss the carryover and transition. In all instances the Collective Agreement shall be followed when reducing the carryover.

The parties agree there shall be no clawback of vacation in the transition from the current system to the new vacation accrual system.

The Company shall provide a detailed list to Unifor of what each employee is owed under the previous system, vacation owed under the new system, carryover for each affected employee, and the total vacation each employee will have. The Company shall meet with each employee to discuss their vacation time. Employees shall have the opportunity to request an amendment to the vacation time owed if they feel there is a discrepancy with the company's records.

All employees on staff as of December 31, 2018, who would have been eligible for a sixth (6th) week of vacation under the prior Collective Agreement during the term of this agreement or during the term of the next agreement shall receive that sixth (6th) week. All employees who have or gain the sixth (6th) week shall retain that week for the duration of their employment.

Employer

Date

Union

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 staffed as follows: one (1) PIC (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) person 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 fifty (\$150.00) in total, as payment for one (1) pair of boots per pressroom employee per year, or three hundred (\$300.00) 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

	Jan 1/19	Jan 1/20	Jan 1/21	Jan 1/22
	0%	0%	0%	0.5%
Web Press Dept.				
Class I - Journeyman Pressman (and Press Maintenance	\$29.57	\$29.57	\$29.57	\$29.72
Class II - Pressman @ 90%	\$26.59	\$26.59	\$26.59	\$26.72
2nd 6th months @ 80%	\$23.65	\$23.65	\$23.65	\$23.77
Start 1st 6 months @ 75%	\$22.18	\$22.18	\$22.18	\$22.29
Roll Tender @ 75%	\$22.18	\$22.18	\$22.18	\$22.29
5th 6 months @ 70%	\$20.69	\$20.69	\$20.69	\$20.79
4th 6 months @ 60%	\$17.73	\$17.73	\$17.73	\$17.82
3rd 6 months @ 55%	\$16.25	\$16.25	\$16.25	\$16.33
2nd 6th months @ 50%	\$14.80	\$14.80	\$14.80	\$14.87
Start 1st 6 months @ 45%	\$13.30	\$13.30	\$13.30	\$13.37
Pre-Press Department				
Grandfathered employee Grid	\$25.92	\$25.92	\$25.92	\$26.05
Class 1 - Journeyman				
Computer Technician/Graphic Designers				
Class 1	\$21.64	\$21.64	\$21.64	\$21.75
8th 6 months	\$20.36	\$20.36	\$20.36	\$20.46
7th 6 months	\$19.45	\$19.45	\$19.45	\$19.55
6th 6 months	\$18.39	\$18.39	\$18.39	\$18.48
5th 6 months	\$17.31	\$17.31	\$17.31	\$17.40
4th 6th months	\$16.22	\$16.22	\$16.22	\$16.30
3rd 6 months	\$15.13	\$15.13	\$15.13	\$15.21
2nd 6 months	\$14.07	\$14.07	\$14.07	\$14.14
Start 1st 6 months	\$13.00	\$13.00	\$13.00	\$13.07

* 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: , ZAHID RANA, CORY HIRT and CORY MAY

Zahid Rana, Cory Hirt and Cory May 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 (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.
- 1.03 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 Sheefed 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 fifty (\$150.00) in total, as payment for one (1) pair of boots per pressroom employee per year, or three hundred (\$300.00) 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</u> <u>Department</u>	<u>Print</u>	2019 0%	2020 0%	2021 0%	2022 0.5%
-					
Class I - Journeyman Pressman		\$29.57	\$29.57	\$29.57	\$29.72
Class II – Pressman @ 80%		\$23.65	\$23.65	\$23.65	\$23.77
2 nd 6 months @ 75%		\$22.18	\$22.18	\$22.18	\$22.29
Start 1 st 6 months @ 70%		\$20.69	\$20.69	\$20.69	\$20.79
Sheet Feeder @ 70%		\$20.69	\$20.69	\$20.69	\$20.79
5 th 6 months @ 65%		\$19.22	\$19.22	\$19.22	\$19.32
4 th 6 months @ 60%		\$17.73	\$17.73	\$17.73	\$17.82
3 rd 6 months @ 55%		\$16.25	\$16.25	\$16.25	\$16.33
2 nd 6 months @ 50%		\$14.80	\$14.80	\$14.80	\$14.87
Start 1 st 6 months @ 45%		\$13.30	\$13.30	\$13.30	\$13.37

ADVERTISING DEPARTMENT

ARTICLE 1 - MEDIA SALES CONSULTANTS

- 1.01 The Employer maintains that persons hired as media sales consultants 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 media sales consultants 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 media sales consultants with respect to sales accounts, but the creation of such specialty categories shall not include active accounts of media sales consultants. 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. a media sales consultant'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 a media sales consultant.

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

Protected accounts are accounts the media sales consultant has designated "protected" and are not eligible for ARS. A media sales consultant 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 media sales consultant 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:

Advertising Association of Winnipeg

The current active account list that has been established and serviced by each media sales consultant 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 media sales consultant 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 media sales consultant for the excess of such amount over the client's credit limit. The media sales consultant 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 media sales consultant for the total amount of the account. The Employer will process credit applications as quickly as practicable. The media sales consultant shall be notified, in writing, of the credit application's approval and credit limit.
- 1.04 Sales commissions will be paid monthly to media sales consultants based on the following criteria:
 - (a) Sales commissions are payable to employees upon publication only;
 - (b) All media sales consultants shall be entitled to a weekly guaranteed draw against commissions as outlined in Article 4 –Remuneration;
 - (c) Media Sales consultants shall be paid a commission of 10% on all print advertising and 12% on all digital advertising.
 - (d) Media Sales consultants who are away on sick leave as defined by 'Article 26-Sick Leave' will continue to accrue commissions on their account list. A media sales consultant's "buddy" will be required to service the Media Sales consultant'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 Media Sales consultant.

- (e) The Employer shall pay media sales consultants vacation pay as follows:
 - (i) Vacation pay shall be paid for a media sales consultant based on their total remuneration multiplied by the percentage of weeks' vacation for that media sales consultant 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 media sales consultant;
 - (iv) The media sales consultant shall continue to accrue commission during their vacation time.
- (f) Temporary Appointments. In the event that a media sales consultant is requested to handle an account due to a vacancy of a position, the commissions shall be paid at ten percent (10%), and the revenue shall not be credited towards the media sales consultant's budget goals and incentives.
- (g) Media sales consultants shall receive one half ($\frac{1}{2}$) 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 Media sales consultants who regularly services the account.
- (h) For the purpose of determining a media sales consultant's hourly rate, the guaranteed draw per week for a media sales consultant shall be deemed to be his weekly salary.
- (i) The Employer shall pay a one (1) time only ten percent (10%) fee of the original sale to a media sales consultant 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 media sales consultants, except those who were media sales consultants 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 media sales consultant or goes into a draft the category of the accounts will not be changed from the designation with the previous media sales consultant 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. 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.

When a Winnipeg Sun media sales consultant sells into the paper and the ad also runs in Postmedia rural papers in Manitoba then the media sales consultant is paid commission on the whole buy.

- 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 a) If a holiday falls on a non-publishing day, a media sales consultant, 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.
- 1.06 b) 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).

ARTICLE 2- TRANSPORTATION AND OTHER EXPENSES

- 2.01 Where a media sales consultant 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 sixty dollars (\$460.00) per month on January 1, 2019, and to four hundred and seventy five (\$475.00) on January 2, 2021.
- 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 media sales consultants. 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 1/19</u>	<u>Jan 1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>
	0%	0%	0.0%	0.05%
Media Sales Consultant – draw against commissions				
Start	\$548.87	\$548.87	\$548.87	\$549.14
After one (1) year	\$627.30	\$627.30	\$627.30	\$627.61
After two (2) years	\$705.71	\$705.71	\$705.71	\$706.06
After three (3) years	\$784.14	\$784.14	\$784.14	\$784.53
Inside Sales – draw against commissions				

Start	\$407.94	\$407.94	\$407.94	\$408.14
After one (1) year	\$448.73	\$448.73	\$448.73	\$448.95
After two (2) years	\$493.61	\$493.61	\$493.61	\$493.86
After three (3) years	\$542.98	\$542.98	\$542.98	\$543.25
Computer Operators / Photographers				
Start	\$463.97	\$463.97	\$463.97	\$464.20
After one (1) year	\$510.36	\$510.36	\$510.36	\$510.62
After two (2) years	\$561.37	\$561.37	\$561.37	\$561.65
After three (3) years	\$597.04	\$597.04	\$597.04	\$597.34
Supervisor	\$645.56	\$645.56	\$645.56	\$645.88
Dispatch				
Start	\$659.04	\$659.04	\$659.04	\$659.37
After one (1) year	\$686.49	\$686.49	\$686.49	\$686.83
After two (2) years	\$719.46	\$719.46	\$719.46	\$719.82
After three (3) years	\$746.89	\$746.89	\$746.89	\$747.26
After four (4) years	\$774.38	\$774.38	\$774.38	\$774.77
After five (5) years	\$808.71	\$808.71	\$808.71	\$809.11
Coordinators				
Start	\$530.17	\$530.17	\$530.17	\$530.44
After one (1) year	\$580.65	\$580.65	\$580.65	\$580.94
After two (2) years	\$631.16	\$631.16	\$631.16	\$631.48
After three (3) years	\$693.53	\$693.53	\$693.53	\$693.88

*Wage increases do not apply to media sales consultants' 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 media sales consultant:

1. The Director of Advertising will meet with the media sales consultant 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 media sales consultant to discuss the client's issues and solutions;

4. The media sales consultant 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: MEDIA SALES CONSULTANT

The incumbent National Sales Representative shall now be called a Media Sales consultant and shall be responsible for local sales accounts as well as National Sales. For all Local sales they shall receive commission as outlined under Article 1 for Media Sales Consultant. The commission rate for national sales shall be seven and one-tenth percent (7.1%). Should the Media Sales Consultant in charge of Local national sales achieve one hundred and four percent (104%) or greater of their previous year's revenue within a period, commission will be eight percent (8%) for that period for national sales. The Media Sales Consultant shall be responsible for maintaining and facilitating all CSO advertising bookings unless they are otherwise assigned to another Media Sales Consultant.

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

A media sales consultant will send an email to the Employer stating which accounts that media sales consultant 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 a media sales consultant 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 media sales consultant must provide the following particulars: business name, address, type of business, contact name and phone number. The Employer will advise the media sales consultant that the account has been put on the list.

The Employer will notify the media sales consultant 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.

Media sales consultants 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 MEDIA SALES CONSULTANTS POSITION

When a media sales consultant's employment is terminated, the Employer shall keep intact that media sales consultant's current account list if it is the intent of the Employer to replace the media sales consultant. The Employer will have up to one hundred and twenty (120) days to replace the media sales consultant upon which time, if the Employer fails to replace the media sales consultant, 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 media sales consultant, then the accounts on the list shall become eligible for the ARS.

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

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 fifty dollars (\$150.00) every twelve (12) months or three hundred dollars (\$300.00) 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>2019</u>	<u>Jan 1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>
Bindery I (technician)	0%	0%	0%	0.5%
Start	16.41	\$16.41	\$16.41	\$16.49
After one (1) year	17.68	\$17.68	\$17.68	\$17.77
After two (2) years	18.95	\$18.95	\$18.95	\$19.04
After three (3) years	19.58	\$19.58	\$19.58	\$19.68
After four (4) years	20.20	\$20.20	\$20.20	\$20.30
Bindery III				
Start	11.85	\$11.85	\$11.85	\$11.91
After 488 hours	12.28	\$12.28	\$12.28	\$12.34
After 975 hours	13.02	\$13.02	\$13.02	\$13.09
After 1,950 hours	13.75	\$13.75	\$13.75	\$13.82
After 3,900 hours	14.49	\$14.49	\$14.49	\$14.56

*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-six cents (\$0.46) 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

Weekly Wage Rates	2019	Jan 1/20	Jan 1/21	Jan 1/22
Reporter/Photographer/Graphic Designer	0%	0%	0%	0.50%
Start	\$665.48	\$665.48	\$665.48	\$668.81
After one (1) year	\$743.90	\$743.90	\$743.90	\$747.62
After two (2) years	\$821.39	\$821.39	\$821.39	\$825.50
After three (3) years	\$898.19	\$898.19	\$898.19	\$902.68
After four (4) years	\$974.19	\$974.19	\$974.19	\$979.06
Copy/Layout				
Start	\$930.80	\$930.80	\$930.80	\$935.45
After one (1) year	\$987.05	\$987.05	\$987.05	\$991.99
After two (2) years	\$1,043.31	\$1,043.31	\$1,043.31	\$1,048.53
Assistant Editor/Section Editor/Assistant Photo Chief				
Start	\$988.65	\$988.65	\$988.65	\$993.59
After one (1) year	\$1,052.97	\$1,052.97	\$1,052.97	\$1,058.23
After two (2) years	\$1,117.26	\$1,117.26	\$1,117.26	\$1,122.85
Columnist				
Start	\$1,052.97	\$1,052.97	\$1,052.97	\$1,058.23
After one (1) year	\$1,125.33	\$1,125.33	\$1,125.33	\$1,130.96
After two (2) years	\$1,197.66	\$1,197.66	\$1,197.66	\$1,203.65
Assistant News Editor/Assistant Assignment Editor/Photo-Chief				
Start	\$1,197.66	\$1,197.66	\$1,197.66	\$1,203.65
After one (1) year	\$1,278.02	\$1,278.02	\$1,278.02	\$1,284.41
Clerical				
Start	\$583.20	\$583.20	\$583.20	\$586.12
After one (1) year	\$638.54	\$638.54	\$638.54	\$641.73
After two (2) years	\$695.24	\$695.24	\$695.24	\$698.72

E 1. LETTER OF UNDERSTANDING

RE: SUMMER STUDENTS - EDITORIAL DEPARTMENT

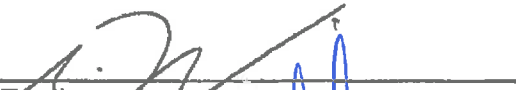

The Employer may employ up to four (4) summer students to work in the editorial department. Summer students are students who have not yet completed their degree or have completed their degree less than six (6) months ago and are seeking employment for the summer period (May 1 to September 1). The Employer 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 2. 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 3. 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 

May 30/2019
Date
May 31/2019
Date

Workplace Violence, Harassment and Bullying Policy and Procedure

Postmedia values the diversity of its workforce, customers and the communities in which it operates. Postmedia respects the differences that make people unique and the importance of providing a safe, harassment-free work environment.

It is the policy of Postmedia to:

- Ensure that all employees have a workplace free of discrimination, violence, harassment or bullying; and
- Provide an environment supportive of human dignity and respect.

Any form of violence, harassment or bullying in the workplace by or towards employees (including managers), contractors, customers, clients, suppliers or visitors is unacceptable. Every effort will be made by Postmedia to identify possible sources and minimize the risks created by such situations. Postmedia's management will treat any complaint as a serious matter, consistent with the values placed on diversity, protecting employees and legal and social obligations as an employer.

Any employees who are found to have been involved as the source of acts of violence, harassment or bullying may be subject to disciplinary action up to and including dismissal.

Employees that feel unsafe due to workplace violence have the right to refuse work.

DEFINITION OF KEY TERMS

Workplace

The workplace includes Postmedia premises, Postmedia property, off-premises Postmedia- sponsored functions and meals, travel venues while on Postmedia business or any site where the employee is conducting Postmedia business.

Complainant

The employee who makes the complaint.

Respondent

The employee who is alleged to have been the source of the harassment or violence.

Employee/Worker

A worker is any of the following:

- A person who performs work or supplies services for monetary compensation.
- A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts

and technology, university or other post-secondary institution.

- A person who receives training from an employer.
- Other persons who work or provide services to an employer for no money.

Domestic Violence

Any intentional or reckless act or omission that causes bodily harm or damage to property; any act or threatened act that causes a reasonable fear of bodily harm or damage to property; psychological or emotional abuse; forced confinement; or sexual abuse.

Lockdown

- A *protective action* when faced with an act of violence;
- A *state of containment* or a restriction of progression;
- An *emergency protocol* to prevent people or information from escaping;
- People *taking refuge* in a secure location for protection from a dangerous external event; and
- A *security measure* in which those inside a building are required to remain confined in it for a time.

Psychological Harassment

Any vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

Sexual Violence

Any sexual act or act targeting a person's sexuality, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

Workplace Harassment and Bullying

- Includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated, but
- Excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the place of employment.
- Any vexatious conduct, comment, display, action or gesture towards an employee that:
 - Is based on race, creed, religion, colour, sex, sexual orientation or other protected grounds or;
 - Is known or ought reasonably to be known to be unwelcome or;
 - Adversely affects an employee's psychological or physical well-being.Harassment can be repeated conduct or a single serious incident.

Workplace Sexual Harassment

- Engaging in a course of vexatious comment or conduct against an employee in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome or;
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the employee and the person know or ought reasonably to know that the solicitation or advance is unwelcome.

Examples of Sexual Harassment

- Sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:
 - Submission to such conduct is made explicitly or implicitly as a term or condition of employment.
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an employee's employment, promotion, or movement within the organization.
 - Such conduct has the purpose or effect of humiliating an individual or substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.
- Unwelcome remarks, jokes, innuendoes or taunting of a sexual nature about a person's body, attire, age, marital status, sex, sexual orientation or personal relationships.
- Unwelcome or intimidating invitations or requests with sexual overtones, whether indirect or explicit.
- Leering or other gestures.
- Unwelcome physical contact such as touching, petting or pinching.
- Unwelcome display of objects or pictures of a sexual nature.
- Physical assault.

Examples of Racial or Ethnic Harassment

- Displaying of racist, derogatory or offensive pictures or materials.
- Unwelcome remarks, jokes, innuendoes or taunting about a person's racial or ethnic background, colour, birthplace, citizenship or ancestry.
- Refusing to converse or work with an employee because of his or her racial or ethnic background.
- Insulting gestures or practical jokes based on racial or ethnic grounds, which cause embarrassment, awkwardness or humiliation.

Workplace Harassment Does Not Include:

- Performance management, including situations where management advises an employee that their performance is below the level required.
- Assignment of work by management, including, but not limited to, implementation of policies, assignment of tasks, shift scheduling, work station assignments or job duties.
- Other reasonable actions taken by management relating to the management and direction of employees.

Workplace Violence

- The exercise of physical force by a person against an employee, in a workplace, that causes or could cause physical injury to the employee.
- An attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the employee.
- A statement or behavior that it is reasonable for an employee to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the employee.

Poisoned Work Environment

A poisoned work environment is a form of harassment that may not be directed at any one individual but by nature is considered offensive. These may include slurs, profanity, derogatory or demeaning posters, graffiti pin-ups or drawings, offensive jokes or literature. Such behaviour is prohibited at Postmedia.

Unwelcome Behaviour

Unwelcome behaviour is a course of comments or actions that are known or ought reasonably to be known to be unwelcome. A reasonable person would be genuinely offended. A reasonable person would find the behaviours to have caused the work environment to be offensive or intimidating.

Psychological Harassment

Any vexation behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity, psychological or physical integrity and that results in a harmful work environment for the employee.

RESPONSIBILITIES

Employer

- Develop a policy and procedure to deal with all types of violence, harassment and bullying in the workplace.
- Complete a risk assessment to determine the potential for violence in this workplace.
- Take all reasonable steps to protect the health and safety of all employees,

including control measures based on the risk assessment mentioned above.

- Train employees to be aware of and follow safety practices to prevent and report violence, harassment and bullying issues. This includes the contents of this policy and program.
- Empower employees to make and act on decisions regarding risk of violence
- Conduct investigations into harassment or bullying complaints and reports of potential or actual violence.
- Maintain confidentiality except what is reasonably necessary to protect employees from injury and harm.
- Review program at least annually, or as often as necessary.

Employee/Worker

- It is every employee's responsibility to identify and report violations of this policy, regardless of whether the behaviour was directed toward the employee herself or himself, or toward another individual.
- Employees must show respect for others both in the workplace and in any capacity where they are representing Postmedia. Employees are responsible for their actions and are expected to change their conduct when advised that their behavior is not acceptable to others.

Management

- It is the responsibility of the manager and supervisors to ensure that employees are aware of this policy, complaints are handled immediately with sensitivity and incidents of violence, harassment, and bullying are addressed and resolved as quickly as possible.
- It is the responsibility of the manager and supervisor to foster a workplace that is respectful and values individual contributions and achievements.
- It is the responsibility of the managers and supervisors to ensure protection from retaliation for any employee who has made a complaint in good faith. This includes situations involving outside parties such as contractors or suppliers.
- A hazard assessment of the workplace will be made to determine where the potential for unwelcome behaviour exists. We will use the Recognize, Assess, Control and Evaluate (RACE) process of conducting the hazard assessment.
- Human Resources and executive management will conduct an annual review of the Workplace Violence, Harassment and Bullying Policy and associated procedures.

Safety Committee

- Participate in the Risk Assessment for violence, harassment, and bullying and make recommendations for controls.

- Participate in investigations as required.
- Conduct workplace inspections that include recognizing signs of violence, harassment and bullying and review the physical condition of the building and ensuring that controls are in place and working (for example, video surveillance).

TRAINING

Employees will be trained, using the contents of this procedure, to:

- Understand the nature and extent of violence, harassment, and bullying using the definitions provided;
- Understand how employees may be exposed to violence, harassment, and bullying of all kinds;
- Understand the prevention measures put in place by Postmedia for their safety.
- Recognize-Respond-Report situations of violence and harassment;
 - Recognize: how to identify violence and harassment;
 - Respond: how to react in a potential or actual situation; lockdown; and evacuation
 - Report: how to report an incident; how the investigation will be handled; potential outcomes;
- Understand the communication system established by Postmedia to inform employees about violence and harassment.

Safety Committee Members/Safety Representatives will be trained to: recognize signs of violence during workplace inspections (i.e. broken items, holes in the wall, etc.); and check that controls are in place and working properly (i.e. Video surveillance, locks on doors, etc.).

Training will be done:

- when there are significant changes to the risks encountered;
- when there are significant changes to the workplace violence policy or program; and/or
- when circumstances indicate additional instruction or training is needed such as when procedures are not being followed or workers do not know about them.

PROCEDURE

1. Hazard Assessment

An assessment of the workplace will be made to determine where the potential for violence, harassment, and bullying exists using the RACE process.

The hazard assessment will be reviewed annually at a minimum, and anytime an incident occurs, to determine what changes need to be made to prevent a re-occurrence. Human Resources will advise the Joint Health and Safety Committee or Representative of the results of the assessment.

2. Controlling the Risks

The results of the assessment will be used to put controls in place and to create/update this program.

Known risks from individuals with a history or known occurrence of violent behaviors at Postmedia will be made known to those exposed to this individual or where the potential exists for violence because of these behaviors. No more personal information will be disclosed than is reasonably necessary to protect the employee from physical injury.

3. Communication

This policy and procedure, along with Postmedia's Hazard Assessment as found in the Hazard Recognition, Assessment, Control and Evaluate Policy, posted on the Health & Safety Board so that every employee has access to it and available online.

All workplace parties will be informed of Postmedia's position on violence, harassment, and bullying- zero tolerance. This will be done through Safety Talks, posters in the workplace and discussion at meetings.

4. Preliminary Step

If an employee feels that he/she is experiencing harassment or bullying from another employee, they should first attempt to address the issue with that person. Be polite and advise the other employee that their conduct is unwelcome or unwanted. This can be done in writing or verbally, in which case it is wise to have a witness to the conversation. If the circumstances are such that the employee feels unable to take this step, they should bring their concern immediately to their supervisor or manager.

5. Summoning Immediate Assistance

Employees should call for their supervisor or manager if they need immediate assistance to deal with workplace violence, harassment or bullying.

The supervisor/manager will call the police if an act of violence has occurred or someone is threatened with violence in the workplace.

Acts of violence and threatened acts of violence, are covered by Canada's Criminal Code which is enforced by the police.

In cases of violence, the supervisor or manager may use a lockdown to secure and protect people inside the facility who are in the proximity of an immediate threat. In some cases, a building evacuation may be required. Lockdown and

evacuation procedures are part of Postmedia's Emergency Plan, which can be found on the Postmedia Health and Safety website.

6. Reporting Incidents or Threats of Workplace Violence, Harassment, and Bullying

Employees should report issues of workplace violence, harassment or bullying to their supervisor or manager. If this person is the alleged perpetrator, employees should report to their safety committee member, union rep or any other person who they trust that will take the report to management for immediate action.

Violence issues should be reported immediately by any and all employees. Where the employee reasonably believes physical danger either occurred or was imminent, there will be no reprisal of any employee for reporting such incidents.

- The employee should remove themselves from the situation immediately.
- Once safe, they should report the incident to their supervisor or manager.
- If the employee cannot remove themselves safely, they are to signal or call for help as able.
- If there is physical injury, the employee will be given first aid or other medical treatment as required.
- Reporting requirements will be followed as with other workplace injuries.
- Notification to the Safety Committee or Safety Representative is required if an employee is disabled or needs medical attention due to workplace violence after a certified first aid representative and/or emergency services have been notified.

Harassment or bullying issues may be reported after a preliminary step has been taken as described above. However, if that preliminary step does not work or if the circumstances are such that the employee feels unable to take this step, they should bring their concern immediately to their supervisor or manager.

Any physical assault in the workplace will be reported to the police. If the supervisor or manager is unsure, they should contact the police to decide whether the incident is a matter for them to handle. If the employee(s) or other parties involved request to have the police notified, the supervisor or manager or Human Resources will do so.

If the employee's supervisor/manager or the employer is the alleged harasser, the employee may report the incident to an alternative supervisor, manager or Human Resources.

The supervisor, manager or Human Resources will take the appropriate steps to keep the employee safe and begin the investigation process.

7. Reporting Domestic Violence

Domestic violence that has the potential to spill into the workplace must be reported by the employee (complainant) to their supervisor or manager to safeguard that employee at work. Controls will also be put in place to protect any workplace party that may be exposed.

At any time, if Postmedia reasonably knows that an employee is suffering from domestic violence, actions will be taken to protect the complainant at work. These actions may include, but are not limited to: barring the respondent from the workplace grounds, moving the complainant employee's workstation and changing their telephone extension.

Information will only be shared within Postmedia on a 'needs-to-know' basis in order to protect the employee.

8. Investigation Process

When Management or Human Resources receives a report of violence, harassment or bullying they will:

- Ensure all persons involved have received appropriate first aid or medical treatment if needed.
- Ensure persons are in a safe place.
- Call the police, based on the nature of the violence and concerns of the employees or other involved in the situation.
- Secure the scene.
- Notify Senior Management, Human Resources and any potentially affected employees or others about the situation.
- Begin the investigation process immediately.
- Listen to the employee's concern.
- Ask the complainant to set down in writing the nature of the harassment or bullying including places, dates and times.
- Ask the employee for names of witnesses.
- Confer with Senior Management or Human Resources so that a person will be designated to investigate the complaint.

Any physical assault in our workplace will be reported to the police. If Management or Human Resources is unsure, they will contact the police and the police will then decide whether the incident is a matter for them to handle. If the employees or other parties involved request to have the police notified, Management or Human Resources will do so.

Members of the investigation team will be made up of competent persons who can be impartial and have knowledge, training and experience regarding workplace violence issues and understand relevant legislation. At Postmedia this may

include: Management, Human Resources and designated Safety Committee members or Safety Representatives. These team members must maintain confidentiality throughout the process. The identities of the people involved will not be disclosed outside the team, unless the disclosure is necessary for the purpose of the investigation or as required by law.

An Investigator will be designated to investigate the complaint. They will:

- Meet with the complainant to clarify and document their account.
- Meet as soon as possible with the person(s) (respondent) who is alleged to have been the source of the harassment, bullying or violence, if that person is an employee of Postmedia. They will advise them of the complaint and give them an opportunity to provide his/her side of the account. This process may take several meetings.
- Ask the respondent to provide his/her response in writing, along with names of witnesses.
- Determine, in consultation with the complainant and the respondent, if an informal resolution of the complaint is possible. This might take the form of a face-to-face meeting, an apology, or some other informal resolution.

If the complaint can be informally resolved, Human Resources will retain a copy of the written complaint, together with a memo outlining the resolutions in a separate file.

If an informal resolution is not possible, the Investigator will:

- Interview the witnesses and any other individuals who may have information which might assist in the investigation.
- Meet with the complainant and the respondent individually to share the results of the investigation, providing a final opportunity for input from each one before a final decision is reached.

If it is determined that violence, harassment or bullying has occurred, Human Resources will:

- Meet with the respondent's supervisor or manager to determine what action is appropriate in the circumstances. This might include counseling, separation of the complainant from the Respondent, and/or discipline up to and including dismissal.
- The Investigator, supervisor, or manager will meet with the complainant to advise them of the nature of the action taken. A copy of the results of the investigation will be provided to the Complainant/victim and Respondent/perpetrator in writing within 5 days of the completion of the investigation if possible.

If it is determined that no violence, harassment, or bullying took place:

- The Investigator will so advise the complainant and the respondent.

If the Investigator concludes that the complaint is frivolous, vexatious or made in bad faith, the Investigator will:

- Refer the matter to Human Resources and the complainant's supervisor or manager to consider appropriate action.

Management will not disclose the name of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is necessary to investigate the complaint or take corrective action and/or required by law.

- A record of the complaint together with the results of the investigation will be kept in a separate file in the Human Resources department.

If it is determined that an unbiased investigation cannot be conducted internally, Postmedia will contract a 3rd party who is qualified because of knowledge, training and experience, to conduct the investigation.

All information gathered in the investigation process will be documented.

9. Potential Outcomes

Disciplinary action may be considered based on the severity of the incident, intent to injure or harm, events leading up to the incident, prior history, and whether the complaint was made in good faith. Disciplinary action may include, but are not limited to: an apology, progressive discipline, training, referral to an assistance program or dismissal.

Assistance will be provided for employees involved in a violent, harassment or bullying issue at work.

Suggested prevention or remedial actions will be made as a result of the investigation process.

Intentional false complaints will not be tolerated and will be subject to progressive discipline.

10. Confidential Information and Communication

Reports from investigations into violence, harassment, and bullying will be kept by Postmedia in a separate file and be readily available for examination by a health and safety officer.

Changes to Postmedia's Hazard & Risk Assessment and this procedure will be communicated to the workplace through the Safety Committee minutes. All other information is considered confidential.

11. Follow-up

Preventive and remedial actions made as a result of violence, harassment, or bullying investigations will be tracked through the Safety Committee minutes (*ex. add a light to the back-receiving entrance door*).

Responsibility and timeframes for completion will be assigned and tracked. No confidential information will be shared in this process.

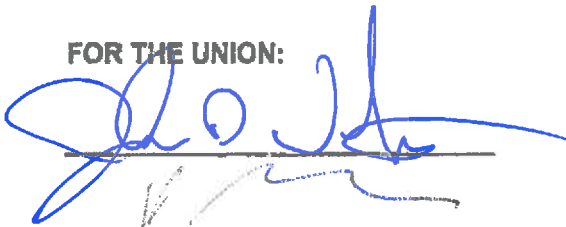
EVALUATION

This policy and procedure will be reviewed once a year or when an incident occurs.

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

SIGNED THIS 31st DAY OF May 2019

FOR THE UNION:









FOR THE COMPANY:

