

COLLECTIVE AGREEMENT

Between

**Communications, Energy and Paperworkers Union of Canada
Local 102-O-10.01 (Pressroom Unit)**

and

The Daily Observer, a Division of Osprey Media Group Inc.

ARTICLE 1- PREAMBLE

This Agreement made and entered into this 21st day of November, 2003 between The Daily Observer, a Division of Osprey Media Group Inc., through its authorized representative, hereinafter referred to as the "Publisher " or the "Employer" and the Communications, Energy and Paperworkers Union of Canada, Local 102-12, hereinafter referred to as the "Union".

The purpose of this Agreement is to facilitate collective bargaining between the Publisher and the Union; to encourage cooperative and expeditious resolutions of workplace issues; and to facilitate the efficient production of the newspaper.

Irrespective of the date upon which this agreement comes into effect, its terms will be implemented effective on the date of ratification, unless mutually agreed otherwise.

ARTICLE 2 - DURATION AND COVENANT

Witnesseth - That this agreement is in effect from and after July 16, 2003 for a term of thirty-six (36) calendar months ending July 15, 2006 and thereafter until a new agreement is affected.

The parties agree that there shall be no strike, slowdowns, stoppages of work, or lockout while this agreement is in force in accordance with the Labour Relations Act of Ontario.

ARTICLE 3 - DEFINITIONS

The following definitions shall apply to all clauses in the collective agreement unless mutually agreed otherwise:

[a] Regular Employees

- have their hours regularly scheduled
- have completed probation
- maintain continuous employment
- if working more than 24 hours/week but less than 40 hours/week on a regular basis, may work part of a shift or part of a week
- this shall not be taken to mean that regular employees are guaranteed payment of hours not worked in the week, unless pay for time-not-worked is required

elsewhere in this contract

[b] Temporary Employees

- replace regular employees when absent or are employed for special projects or are employed for transient purposes
- if working more than 24 hours/wk but less than 40 hours/wk, may work part of a shift or part of a week
- are employed for no longer than six (6) months unless replacing for weekly indemnity, long term disability, approved leave of absence or unless mutually agreed to by the Publisher and the Union

[c] Part-Time Employees

- are those employees who regularly work 24 hours or less per week
- may work as a full time employee temporarily without affecting his/her part-time status

[d] Work Week

- excluding weeks in which a statutory holiday[s] falls, the normal work week for employees shall consist of up to 40 hours/week within a period of seven calendar days
- the normal work week in which a statutory holiday[s] falls shall consist of up to 40 hours/week within a period of seven calendar days, less the hours paid but not worked

[e] Benefits

- benefits referred to in this collective agreement are life insurance, major medical, dental, hospital, weekly indemnity, long term disability

[f] Day

- unless otherwise specified in this collective agreement, all references to days shall be working days, excluding statutory holidays and rotation days

[g] Apprentice

- an apprentice hired in the Pressroom will follow a four year training program and wage scale, developed by the Union and Management

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that, subject to the terms of the Collective Agreement, it is the exclusive right of the Publisher to manage its enterprise and, without restricting the generality of the foregoing, to plan, direct and control its operations, facilities, systems and procedures, to maintain order, discipline and efficiency, to hire, retire, assign duties, promote, classify, reclassify, create, combine or eliminate classifications, fill and determine vacancies, layoff, recall, demote, appoint, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to determine complement and number of employees required, to schedule

working hours, to extend, curtail or cease operations, to subcontract, to establish and enforce rules and regulations governing the conduct of the employee. The Publisher agrees that it will not exercise rights in a manner inconsistent with the terms of this Collective Agreement.

All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 5 - UNION RECOGNITION

[a] The Publisher recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the pressroom of The Daily Observer, A Division of Osprey Media Group Inc., in the City of Pembroke, save and except managers, and persons above the rank of manager. The Employer agrees to employ only members of the Union to perform all pressroom work within the jurisdiction of the union.

[b] The Union agrees to furnish the Publisher with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.

[c] It is understood and agreed that the Publisher is the authorized representative of the Company. In the absence of the Publisher, the Office Manager is the authorized representative unless otherwise specified in writing by the Publisher.

[d] Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the permission of the supervisor or his/her designated representative. Permission to attend to legitimate Union business will not be unreasonably withheld. When a Steward leaves or otherwise interrupts his/her regular duties to attend to Union business, he/she shall be paid for time worked up to the point of leaving or otherwise interrupting his/her regular duties to attend to Union business, unless the Steward is attending a Company/Union meeting regarding issues of contract administration in which case there shall be no loss of regular pay.

[e] In the event the Employer creates a new position or enlarges an existing position, the parties shall discuss the issue of inclusion or exclusion from the bargaining unit. If the parties cannot agree as to the issue of inclusion or exclusion from the bargaining unit, the issue will be referred to the Ontario Labour Relations Board for "determination of employee status".

ARTICLE 6 - UNION MEMBERSHIP

All new employees hired after the effective date of this Agreement shall authorize the Publisher to deduct from their wages the regular monthly union dues. Upon completion of their probationary period, employees shall be required, as a condition of employment,

to become members of the Union and to remain members in good standing during the term of this Agreement.

ARTICLE 7 - DUES CHECK-OFF

The Publisher agrees to deduct from the earnings of each employee in the bargaining unit, whether or not the employee is a member of the Union, and pay any dues or assessments, as specified by the Union. Such dues shall be deducted in accordance with a written schedule furnished by the Union to the Publisher at least one month prior to its intended implementation. The schedule shall be used by the Publisher in calculating dues and assessments until the Union gives written notice of amendment. Such amendment shall be furnished by the Union to the Publisher at least one month prior to its intended implementation.

Deductions shall be made from each pay and remitted to the Union monthly. The Union agrees to indemnify and save the Publisher harmless against all claims or other forms of liability resulting from deductions made or payments made in accordance with this Article.

ARTICLE 8 - INFORMATION

The Publisher shall within thirty [30] calendar days of the ratification of this Agreement, and every six [6] months thereafter, supply the Union with a list containing the following information for all employees covered by this Agreement:

- [a] Name
- [b] Date of Hiring
- [c] Classification
- [d] Wage Rate

ARTICLE 9 - GRIEVANCE AND ARBITRATION

[a] A grievance is defined for the purposes of this Article as an expressed difference or dispute between an employee and the Publisher, or the Union and the Publisher regarding the interpretation, application, administration or alleged violation of this Agreement. It is the mutual desire of the parties hereto that such grievances be adjusted and settled as quickly as possible without stoppage of work.

Within ten (10) working days of the occurrence or of the date that the employee could have reasonably known of the occurrence or the origination of the circumstances giving rise to the grievance, the employee shall take the matter to the immediate supervisor in the department concerned in order to achieve a mutually satisfactory resolution. Such employee may ask a union representative to accompany him/her when taking the matter to the immediate supervisor, in which case the immediate supervisor may have another member of management attend the meeting. If a satisfactory resolution is not reached within two (2) working days or within such longer period which may be mutually agreed

upon, the grievance shall be taken up in the following manner and sequence provided it is presented within five (5) working days of the immediate supervisor's reply to the employee.

STEP 1

The union representative shall make a written presentation to the immediate supervisor setting forth the name[s] of the grievor[s], the date[s] of incident[s] occurred, the nature of the grievance, the Article[s] of the collective agreement alleged to have been violated and the relief sought. A meeting shall be held between the parties within five (5) days of receipt of the written presentation to discuss the grievance. The Publisher shall give the Union Representative a decision in writing within two (2) work days following the meeting.

STEP 2

Failing settlement of the grievance, the Union shall, within five(5) working days of receiving the reply of the Publisher refer the matter in writing to Step 2 of the grievance procedure.

At Step 2 of the grievance procedure, a meeting shall take place between the Local Union Representative and the Employer Representative.

The Employer shall reply in writing within ten days of the meeting.

STEP 3

Should Step 2 of the grievance procedure fail to resolve the grievance the grievance may be referred to a meeting between the Publisher and the National Union Representative. Such meeting shall be set up within five (5) days of the referral and such meeting shall occur at the earliest possible date, but no later than twenty-one (21) days, after the referral [such time may be extended by mutual agreement]. If the grievance cannot be settled at this meeting the Union may then refer the grievance to arbitration, in accordance with the terms and conditions of the Labour Relations Act of Ontario, within a further thirty (30) calendar days of completion of the steps outlined in this Article. The results of such arbitration shall be final and binding on both parties. In any grievance, the parties may by mutual written consent omit the referral to Step 2 or the meeting with the National Representative and refer the matter directly to arbitration.

[b] The parties agree, in the interest of cost-containment, that a single arbitrator constitutes a Board of Arbitration. Unless mutually agreed otherwise, the parties will use a single arbitrator when it becomes necessary to resolve a grievance through arbitration. The parties shall each share equally the cost of the services of the arbitrator, who shall be chosen on mutual agreement of the parties. The decision of the arbitrator shall be final and binding on the Union and the Publisher.

[c] The Arbitrator shall not be authorized to make any decision inconsistent with the

provisions of this Agreement; nor to deal with any matter not covered by this Agreement nor to alter, modify or amend any part of this Agreement.

[d] Time limits set out in this Article are mandatory. Failure to comply with the time limits set out in this Article shall result in the grievance being deemed to be withdrawn and abandoned. Any grievance shall be deemed to have been withdrawn and abandoned if the grievance is not advanced through the grievance procedure in accordance with the time limits outlined in this Article. Time limits shall be extended only by mutual consent of the parties in writing.

[e] Employees shall have the right to have a shop steward present at any disciplinary meeting in which the employee is to be given a verbal or written warning or a notice of suspension or letter of discharge . A copy of any written warning or notice of suspension or letter of discharge, shall be given to the Employee and the Union. A written warning or notice of suspension or letter of discharge shall include the reason[s] for such discipline and shall be issued within five (5) days of the warning or suspension or discharge.

Notwithstanding the above, an employee may request the presence of a Union Representative at any meeting with management.

[f] It is agreed that the Company will not discipline or discharge any employee except for just cause. Step 1 of the Grievance Procedure may be omitted on mutual agreement in the case of discharge for just cause.

[g] A policy grievance shall proceed directly to Step 2 of the grievance procedure. A grievance by management shall be advanced in accordance with Article 9 [a - e] above, but shall proceed directly to Step 2 of the grievance procedure.

[h] It is understood that all work shall continue without interruption and in the usual manner, until a final resolution of an issue in dispute has been reached. Under extraordinary conditions, such as breakdowns or unusual circumstances over which the Employer has no control, it is agreed that every effort will be made by the parties so that the printing of the newspaper shall be maintained on schedule.

ARTICLE 10 - SENIORITY

[a] [i] Seniority, except for the purpose of accumulation of vacation and vacation pay, shall mean length of continuous employment with the Employer.
[ii] Seniority for part-time employees shall be prorated based on hours worked as a percentage of hours worked by full-time employees if they are hired as a regular employee.

[b] Unless elsewhere provided in this contract, or legislatively required otherwise, time spent away from the workforce which is not wholly paid by the Publisher shall not be

used in computing length of continuous employment with the Publisher for any purpose including, but not limited to, compensation, vacation, holidays, benefits or any other entitlement under the contract which is dependent on seniority or length of continuous employment with the Publisher.

[c] Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following circumstances:

- resignation
- retirement
- discharge for just cause without reinstatement through the grievance or arbitration procedure
- lay off for a period exceeding the period during which an employee has recall rights under the collective agreement
 - absence from work for more than three [3] working days without providing a reasonable explanation, which is substantiated
 - absence from work beyond authorized leave or vacation without providing a reasonable explanation which is substantiated
 - fails to report for work within seven [7] days after notification of recall to work following a layoff

[d] A regular employee will be considered on probation until s/he has completed ninety [90] work days within any twelve calendar months. The probationary period may be extended by another ninety [90] work days by mutual agreement between the parties. A probationary employee shall be deemed to have no seniority. Upon successful completion of the probationary period an employee shall be deemed to have seniority from the date of his/her hiring.

[e] A probationary employee laid off before completion of the probationary period and subsequently rehired within twelve [12] months from the date of his/her original hiring shall be given credit for the number of days worked previously towards completion of his/her probationary period.

[f] The Publisher may dismiss a probationary employee for any reasons, in its sole discretion, provided it does not act in bad faith and this shall constitute the lesser standard to be applied for the purpose of any hearing into the dismissal of a probationary employee.

[g] If a reduction in workforce is necessary, probationary, temporary, part-time, and apprentice employees in the affected group as defined in Article 17[b] - Layoff Procedure, shall be laid off first.

ARTICLE 11 - TEMPORARY EMPLOYEES

[a] Temporary employees, are included in all provisions of this agreement, except Article 14 - Benefits, Article 15 - Vacation, Article 16 - Statutory Holidays, Article 17 - Layoff Procedure, Article 18 [a & b] - Leave of Absence, Article 19[b] - Expenses, and Article 29 - Pension. Temporary Employees shall be eligible for statutory holiday pay and vacation pay in accordance with the formula in the Employment Standards Act.

[b] Temporary employees shall be informed at the time of hiring that their employment is of a temporary nature.

[c] No journeyman or apprentice will be laid off prior to any temporary employee.

[d] No temporary employees will be employed so long as a laid off journeyman is available for work.

[e] Temporary employees must join the Union and pay recognized union dues effective from date of hire.

[f] No temporary employees shall work overtime until all journeymen and apprentices have been given first opportunity to work such overtime.

[g] Wage rates for temporary employees shall be:

Start - 12 months	60 % of journeyman rate
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If a temporary employee continues to be employed past 12 months while replacing for weekly indemnity, long term disability or an approved leave of absence or because the Publisher and the Union mutually agree, then the following rates will apply:

After one year	65 % of journeyman rate
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After two years	75 % of journeyman rate
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ARTICLE 12 - WAGES

[a] All journeymen shall receive the following hourly rates of pay:

Effective upon ratification -	\$ 16.33
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Effective July 16, 2004 -	\$ 16.66
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Effective July 16, 2005 -	\$ 17.00
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Retroactive pay of 2.50 % will be paid to all employees covered by this collective agreement upon ratification, for all hours worked from July 16, 2003 to date of ratification.

A special adjustment of \$0.45 per hour has been added to the journeyman rate after the first year general increase, and is included in the above rates.

A lead hand premium of \$0.50 per hour for all hours worked will be paid to an employee designated as a lead hand. It is understood and agreed that the Employer retains the sole

right to determine if a lead hand is necessary, and also to determine the employee so designated.

The pressroom foreperson shall receive a premium of 10 % above the journeyman rate for all hours worked.

[b] There shall be no reduction in wages as a result of implementation of this agreement.

[c] The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate of pay for the new classification is challenged by the Union, the parties shall meet and endeavour to resolve the issue. Any change agreed to shall be retro-active to the date the employee began work in the new job classification.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

[a] The standard work week for full-time employees shall consist of 40 hours - eight hours shall constitute a day of work, and five days shall constitute a week of work. No full-time employee shall be employed or paid for less than a full shift except when discharged for just cause, excused at their own request or as otherwise provided for in this collective agreement.

[b] In the event that a night shift is established, the employees working such shift will receive a night shift premium of \$1.00 per actual hour worked. For the purpose of this clause, the day shift shall be hours worked between 6 a.m. and 6 p.m. The night shift shall be hours worked between 6 p.m. and 6 a.m.

[c] Employees who work more than the eight (8) hours in any day shall be compensated for the overtime in time owing, or paid at one and one-half times (1 1/2x) their hourly rate. Except where Sunday is a regular publishing day, all work performed on Sundays shall be paid at double (2x) their regular hourly rate. If publication of the paper falls on a Statutory holiday, employees required to work shall be compensated at time and one-half (1 1/2x) their regular hourly rate and shall also receive a day off to be taken at a time mutually agreeable between the foreperson and the employee, or one days pay in lieu thereof.

[d] Overtime shall be worked on a rotating seniority basis, where the senior employee shall have the first opportunity to accept the proposed overtime. If the senior employee whose opportunity it is for overtime refuses, and the next employee on the list also refuses, the employer shall have the right to assign the overtime to the junior employee. At no time will any employee be required to work more than 48 hours in any work week. When an employee is required to work more than five shifts in any financial week, they shall be paid the overtime rate for each hour they are required to work on a sixth shift, with four hours guaranteed.

[e] The union agrees that overtime will be worked when required, in order to meet production schedules for current or future work. The employer agrees that it will employ sufficient help, if available, so that overtime requests will be reasonable.

[f] Employees will be entitled to a paid break of 15 minutes during each four-hour work period and an unpaid meal period of at least one-half hour.

[g] The Employer will endeavour to notify affected employees of changes to their scheduled hours of work by Wednesday of the preceding work week. It is understood that the Employer may make changes as needed due to operational business requirements, emergencies or circumstances beyond the control of the Employer.
An employee shall not be required to begin one regularly scheduled shift sooner than nine (9) hours following the end of another regularly scheduled shift.

ARTICLE 14 - BENEFITS

[a] Regular employees shall be eligible for coverage under the benefit plans offered by the Publisher in accordance with the current cost sharing formula between the Publisher (66.66%) and the employee (33.33%), except the Long Term Disability which will be equally shared by the Publisher (50%) and the employee (50%). Regular employees who are covered under any or all of the benefit plans offered by the Publisher will have their portion of the premiums for the benefits deducted from their paycheque in order to continue coverage.

[b] Each of the benefit plans offered by the Publisher shall be subject to the terms and conditions of the insurance agreement with the companies concerned. The current benefit plans in effect shall continue for the life of this agreement.

[c] Effective December 1, 2003, a vision care plan for regular full-time employees only covered by this collective agreement will be implemented, providing a benefit of \$125.00 every twenty-four (24) months, upon submission of approved receipts. Effective July 16, 2004 the benefit will increase to \$140.00 every twenty-four (24) months.

ARTICLE 15 - VACATION

[a] Regular employees who have the following seniority as at July 1 shall be entitled to vacation with pay as follows:

Effective July 16, 1999:

Less than one year's seniority	As per the Employment Standards Act
One year's seniority	10 days
Five years seniority	15 days
Thirteen years seniority	20 days
Twenty-two years seniority	25 days

Effective July 16, 2004:

Less than one year's seniority	As per the Employment Standards Act
One year's seniority	10 days
Five years seniority	15 days
Eleven years seniority	20 days
Twenty years seniority	25 days

[b] Regular employees who have been employed by the Publisher for less than one year shall be entitled to one day's vacation for each 26 days worked.

[c] Unless otherwise specified in the collective agreement, or legislatively required, time spent away from the workforce which is not wholly paid for by the Publisher shall not be used to accumulate or receive any entitlements under the collective agreement including, but not limited to, vacation. In such cases, regular employees shall be entitled to one day's vacation for each 26 days worked.

[d] All vacations shall be taken within the calendar year as per present practice. There shall be no carryover of vacation entitlements from one year to the next except with the approval of the Publisher.

[e] The time of year that each employee shall take vacation shall be arranged between the foreperson and the employee, subject to final approval by the foreperson. Efforts will be made to accede to the employee's wishes, provided it does not interfere with operational requirements and scheduling requirements. In the event of conflicting applications, seniority within the classification shall apply, provided first choice of vacation selection from June 15 to September 15, over Christmas and over March break shall be limited to two weeks (consecutive if requested) until all employees have had an opportunity for vacation during these periods of time.

[f] When a statutory holiday occurs during a vacation period an additional day off with pay (or at the option of the foreperson, a days pay in lieu thereof) shall be granted within thirty (30) days from the date of such holiday.

[g] On mutual agreement between the Employer and the employee, vacation may be taken in daily increments.

[h] Vacation pay for each week's entitlement, accrued per article 15 [a], shall be a week's regular wage or two percent (2%) of the previous year's earnings, whichever is greater.

[i] With the exception of article 15 [d] it is understood and agreed that for the purpose of this Article, the previous year runs from July 1 - June 30 and that earnings shall mean wages, exclusive of taxable benefits.

ARTICLE 16 - STATUTORY HOLIDAYS

[a] The following shall be considered statutory holidays under the collective agreement: Christmas Day, New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Boxing Day, Civic Holiday or any other holiday[s] provided for under the Employment Standards Act of Ontario.

[b] A regular employee who would have otherwise worked but received a day off in celebration of a statutory holiday shall be paid his/her regular straight time wages, provided the employee does not absent himself/herself from work without proper leave the workday before or after the statutory holiday, except where the employee has been absent from work due to illness, which is substantiated.

[c] A regular employee whose day off falls on a statutory holiday shall receive a day off with pay (or at the option of the foreperson, a days pay in lieu thereof) within thirty (30) days from the date of such holiday.

[d] A regular employee required to work on a statutory holiday shall be paid one and one-half times the employee's regular hourly rate, and shall be given another day off with pay (or at the option of the foreperson, a days pay in lieu thereof) within thirty (30) days from the date of such holiday.

[e] It is understood and agreed that for the night shift, the statutory holiday or the day celebrated as such, will be celebrated the evening or night prior to said holidays or days celebrated as such.

ARTICLE 17 - LAYOFF PROCEDURE

[a] In the event of layoff, employees shall receive notice of layoff or pay in lieu of notice as required by the Employment Standards Act. The union will be informed if employees receive notice of layoff.

[b] In the event of layoff, the following procedure shall apply. Layoffs shall be in inverse order of seniority, provided those remaining have the immediate qualifications, which includes skill, ability, knowledge, training and experience, to perform the work required.

[c] Each employee laid off, other than a probationary employee or temporary employee, shall be placed on a rehiring list for 12 months from date of layoff, during which time he/she shall have recall rights as outlined in [d]-[g] below.

[d] Should a vacancy occur, the following recall procedures shall apply:

The Employer shall fill each vacancy in the bargaining unit with a person from the rehiring list, provided he/she is willing and has the immediate qualifications, which includes skill, ability, knowledge, training and experience, in all aspects for the position and further provided that the person to be hired shall be the one

with the most seniority who was working as a regular employee until the layoff.

[e] To recall an employee, the Employer shall send a written notice of recall by registered mail to the employee's last address on record with the Employer. It shall be the responsibility of the employee to ensure the last address on record with the Employer is current and correct. If an employee should fail to do so, the Employer will not be responsible for failure of any notice to reach such employee and all recall rights are deemed to have been waived.

[f] An employee shall be struck from the rehiring list and shall be deemed to have resigned if:

- the employee fails to return to work within 7 calendar days when offered a position
- the employee refuses to return to work within 7 calendar days when offered a position
- the employee's recall letter is returned because he/she failed to file a correct address with the Employer.

[g] While complying with the requirements of [d] to [f], above, a vacancy may be filled, at the discretion of the Employer, with a temporary employee.

[h] Temporary lay-offs resulting from unexpected problems, equipment or power failures may be made without regard to seniority provided however that every reasonable effort will be made by the Employer to provide work for employees in their own classification.

[i] Severance pay for any permanent lay off shall be at the rate of one (1) week's wages for each ten (10) months' continuous service or a major fraction thereof, with a maximum of twenty-six (26) weeks severance pay, shall be paid to employees .

[j] The Employer will accept voluntary lay-offs from other employees in lieu of those identified to be laid off provided those remaining are qualified (which may include skill, ability, knowledge, training and experience) and able to perform the work required. The number of layoffs will be reduced by the number of voluntary resignations.

ARTICLE 18 - LEAVE OF ABSENCE

[a] An employee who is unable to work due to illness or injury may receive leave of absence without pay. If an employee is hired to replace the employee on such leave of absence, he/she will be deemed to be a temporary employee. An employee on such leave of absence will accumulate seniority, for a period of up to one calendar year, as if he/she had been working his/her regular schedule. Inability to work due to illness or injury must be substantiated.

[b] Upon return to work of an employee who has been on an authorized leave of absence

because he/she is unable to work due to illness or injury, he/she will return to his/her former position, if the position is still available and if he/she is capable of performing the work; otherwise he/she will be offered any other vacant position[s] if he/she is capable of performing the work. If the employee is unable to perform the work of his/her former position or any vacant position[s], and accommodation would not be possible, he/she will be deemed to have resigned.

[c] Regular employees who have a death in the immediate family, upon notification to the Publisher, shall be allowed time off without loss of regular pay for three (3) days to attend the funeral. If conditions warrant it, other arrangements may be made by mutual agreement. Immediate family will consist of the employee's spouse [including common law or same sex partner], children, father, mother, sister or brother.

Regular employees shall be allowed time off without loss of regular pay of two (2) days to attend the funeral in the event of the death of the employee's brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparent or grandchildren and the employee shall be reimbursed at his/her regular straight time rate of pay.

Employees shall not be paid bereavement leave for regularly scheduled rotation days, during a paid vacation, or while on leave of absence.

[d] An employee called in civil or criminal court as a juror or subpoenaed crown witness will be granted leave of absence and shall receive the difference between court rate and the amount of straight time earnings lost by reason of such service.

[e] Unless otherwise specified in the collective agreement, or legislatively required, employees who are away from the workforce on leave of absence shall not accumulate or receive any entitlements under the collective agreement including, but not limited to, seniority, compensation, vacation, statutory holidays, or benefits or any other entitlement under the contract.

[f] A leave of absence without pay but without loss of benefits and seniority shall be granted to one (1) employee who is a member of the Union's negotiating committee for any days spent negotiating with the Employer for a renewal collective agreement. The Unit Chairperson shall be entitled to be part of the negotiating committee under the same conditions. The Employer agrees to provide a copy of the collective agreement to each employee covered by this collective agreement.

[g] A leave of absence without pay, but without loss of benefits or seniority, of up to three (3) days per calendar year shall be granted for union business to employees covered by this collective agreement. This leave shall be subject to the operational requirements of the business as determined by the Employer, but shall not be unreasonably denied.

ARTICLE 19 - EXPENSES

[a] Upon submission of expense reports in the prescribed form and properly supported by vouchers, where obtainable, the Publisher shall pay all authorized expenses incurred by the employee in the service of the Publisher.

[b] Regular employees who are required by the Publisher to wear safety boots shall be reimbursed up to \$100.00 every year. Such payments shall be made each calendar year to those employees who have provided appropriate receipts to the Publisher.

[c] Effective upon ratification, new employees shall be reimbursed 50 % for their safety boots, up to a maximum of \$50 upon hiring, and shall be reimbursed the remaining 50 % upon completion of their probationary period.

ARTICLE 20 - NO DISCRIMINATION

The Employer and the Union agree that no employee will be discriminated against because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap contrary to the provisions of the Ontario Human Rights Code, nor will any employee be discriminated against for Union activity or lack of Union activity.

ARTICLE 21 - TECHNOLOGICAL CHANGE

The Employer agrees to notify the Union in writing not less than three (3) months in advance in the event of a reduction in staff due to the introduction of new equipment, or new work process, which will involve functions which have been done by employees covered by this agreement. This notice shall state:

-the nature of the technological change, the date on which the Company proposes to effect the technological change, and the approximate number of employees likely to be affected by the technological change or reorganization.

The Employer will notify the Union of any new job classification it may establish in the bargaining unit, as a direct result of technological change. If the rate of pay for the new classification is challenged by the Union the parties shall meet and endeavour to resolve the issue of an appropriate rate based on the skill, ability, knowledge and responsibilities involved in the position. Should the parties be unable to agree on an appropriate rate, or on other issues directly related to the technological change, the equipment will be operated in accordance with the directions of the Employer and the matter resolved by arbitration.

ARTICLE 22 - PROMOTIONS AND TRANSFERS

[a] If a vacancy occurs in the bargaining unit, and the Employer determines the need to fill the vacancy, the Employer shall post the vacancy for (6) publishing days. The job

posting shall contain the qualifications required for the job.

[b] The Employer reserves the right to interview any interested applicants, including any external candidates.

[c] If employee applicants are being considered for the vacancy, the successful applicant shall be selected for the vacancy by the Employer on the basis of skill, ability, knowledge, training and experience. If the Employer deems that successful employee applicants are equal in skill, ability, knowledge, training and experience, the employee applicant with the greater seniority will be selected for the job.

[d] Unsuccessful employee applicants shall be advised of the reasons that they were not granted the position.

[e] The Employer shall provide a trial period for the successful employee candidate for thirty (30) calendar days. The trial period may be extended or waived, by mutual agreement between the Employer and the Union.

[f] During the trial period, the employer shall continue to provide on-the-job training for the employee.

[g] Relocation of an employee's residence shall not be a condition of promotion or transfer.

ARTICLE 23 - HEALTH AND SAFETY

The Employer agrees to furnish a clean, safe and healthy, sufficiently ventilated and lighted environment for the performance of all work.

A joint Health and Safety Committee will continue to operate in accordance with the Occupational Health and Safety Act. The Committee Members representing employees covered by the bargaining unit shall be selected by the Union. The duties and responsibilities of the committee are set out in the legislation.

ARTICLE 24 - STRUCK WORK

Where legal lockouts or strikes recognized and authorized by the Communications, Energy and Paperworkers Union of Canada, are in effect at other plants, the Union reserves the right to its members to refuse to execute all work received from or destined for such plants.

It is not intended that this section apply to advertisements received prior to notice to the Employer of such strike or lockout.

ARTICLE 25- PUBLISHING DAYS

The sole right of the Employer to determine the specific days on which publication shall be maintained, the number of editions to be published and when other work shall be performed shall not be open to question and the Employer shall be the judge of the number of employees required in any capacity.

ARTICLE 26 - EMPLOYMENT STANDARDS

It is recognized and agreed that this collective agreement provides a greater right or benefit , whether viewed in the aggregate or on a benefit-by-benefit basis, than the Employment Standards legislation of Ontario.

ARTICLE 27 - APPRENTICES

[a] Apprentices may be employed in the following ratio to number of journeymen regularly employed: one apprentice to two journeymen; two apprentices to seven journeymen; three apprentices to twelve journeymen; four apprentices to seventeen journeymen; then one extra apprentice for every ten extra journeymen.

[b] If and when any of the new and evolutionary processes referred to in this agreement, are instituted, the contracting parties will co-operate to adequately man these processes with journeyman and apprentice members to meet production needs. In such efforts, the parties will have recourse to the latitude concerning more liberal apprentice ratios, permissible under the provisions of the applicable Communications, Energy, and Paperworkers Union of Canada, bylaws.

[c] A joint apprenticeship committee composed of an equal number of representatives of the Union and the Employer shall be selected by the parties to this agreement. All provisions of this agreement affecting training of apprentices shall be under the jurisdiction of this committee which shall have control of and shall be vested with full power and authority to enforce all such conditions outlined herein.

[d] Apprentices shall be registered by the secretary of the Union and they shall serve an apprenticeship period of four years (except as otherwise provided by the General Laws of the Communications, Energy, and Paperworkers Union of Canada) before being admitted to journeyman membership in the Union.

[e] Whenever the apprentice proves competent and the foreman and the joint apprenticeship committee recommend him for apprentice membership, he/she must be admitted into the Union as an apprentice member.

[f] The joint apprenticeship committee shall establish a training program for apprentices. The training program of apprentices shall include training under journeymen on all work within the jurisdiction of the union. The joint apprenticeship committee shall have authority to vary training programs to meet the problems arising because of varying equipment.

[g] Should an apprentice be careless or neglectful of the duties required by those in control of his/her trade training, his/her case shall be referred to the joint apprenticeship committee for examination and action.

[h] Apprentices shall undergo periodic examinations before the joint apprenticeship committee. Their work must show if they are entitled to the increased wage scale provided in this contract.

[i] Chairmen of offices where apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this agreement - whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen, such fact must be set forth in the report.

[j] Apprentices shall be paid in accordance with the following scale based on the prevailing journeyman rate of pay.

	<u>1st Six Months</u>	<u>2nd Six Months</u>
First Year	50 %	55 %
Second Year	60 %	65 %
Third Year	70 %	75 %
Fourth Year	80 %	85 %

ARTICLE 28 - SUPERINTENDENTS AND FOREPERSONS

[a] The union recognizes that superintendents and forepersons are representatives of the Employer and the Employer shall have the right to select for these positions any person from within or without the bargaining unit.

A foreperson has:

i) the right to employ help and/or discharge for just cause for incompetency, neglect of duty or violation of office rules (which shall be conspicuously posted and shall in no way abridge the civil rights of employees) and a superintendent or foreperson who is a member of the union shall not be subject to fines or discipline by the union on account of any action or decision made in carrying out the provisions of this agreement in accordance with the instructions of the Employer, but this shall not apply to infractions of the union's constitution which are not involved in this agreement.

ii) full control over all operations in the pressroom and shall be the judge of competency of all employees.

iii) the right to transfer workers on a non-permanent basis from night work to day work or vice versa (provided seniority in the class of work involving the transfer shall govern where such transfer may be required), or to transfer from one position to another position, at his/her discretion for such time as is necessary to produce the work. Employees shall perform any duties assigned to them, but in no case shall a person be transferred to work with which he is not familiar and then declared incompetent. It is also understood there shall be no transfers made for disciplinary reasons.

[b] Forepersons must be members of the union.

ARTICLE 29 - PENSION

[a] Effective upon ratification of this agreement, the Employer agrees to contribute to the CEP Multi-Employer Pension Fund, Canada (hereinafter sometimes referred to as the Plan) \$5.50 per straight time shift 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.

The company and the union agree that during the term of this collective agreement the union may request pension contributions to be made to the CEP Multi-Employer Pension Plan.

[b] Effective July 16, 2004 the Employer agrees to contribute \$5.65 per straight time shift; and effective July 16, 2005 the Employer agrees to contribute \$5.80 per straight time shift.

Contributions shall be made for any straight time shift for which an employee receives compensation (e.g. vacations, holidays, disability insurance, bereavement leave, sick leave). The Plan is jointly administered by trustees.

[c] Contributions shall be made by cheque, money order or similarly recognized medium of exchange and shall be payable in Canadian funds and forwarded to the CEP Multi-Employer Pension Fund, Aon Consulting Inc., 145 Wellington Street West, Suite 500, Toronto, Ontario M5J 1H8 no later than the twentieth of the following calendar month for which contributions are due. Remittance forms to be furnished by the CEP Multi-Employer Pension Fund.

[d] Title to all monies paid into the Plan shall be vested and shall be held exclusively by the Trustees in trust for use in providing the benefits under the Plan and paying its expenses.

[e] Notwithstanding, the Employer’s sole liability as to pension benefits for its employees covered by this collective bargaining agreement is limited to its negotiated contributions to the CEP Multi-Employer Pension Fund. The Publisher specifically assumes no responsibility for the benefits promised the participants and the CEP Multi-Employer Pension Fund, by the Trustees of the Plan.

ARTICLE 30 - RENEWAL

If, prior to the termination of this Agreement, either party hereto wishes to propose an amendment to this Agreement and a new agreement to take the place of this one upon its expiration date, it shall notify the other party in writing within the ninety [90] calendar days prior to its expiration date . If notice is not given by one of the parties, as above described, it shall be construed as an automatic renewal of this Agreement for one year and the Agreement shall thereafter be automatically renewed for one year until opened for negotiations by the procedure above mentioned.

In witness hereof the parties have hereunto affixed their seals under the hands of their officers, duly authorized in that behalf, at the city of Pembroke on the _____ day of _____ 2003.

For the Employer

For the Union

Letters of Understanding

1. Saturday Work

When employees working on Saturdays have completed all their scheduled work and leave prior to the end of their shift, they will make up for the time owing to the Employer by working up to an additional half (½) hour on Tuesday, Wednesday, Thursday, and Friday.

2. New Technology

This will confirm the understanding with respect to the introduction of new technology at the Daily Observer.

It is understood that the union and employees who will be affected by the introduction of new technology have concerns regarding future employment.

Accordingly, the parties agree to establish a special joint technology committee consisting of two (2) representatives from each of the union and the newspaper, to meet in connection with employment issues arising out of technology changes. Among the matters to be considered by the committee will be alternate employment opportunities, training, notice and implementation timetable. It is understood the committee cannot amend or modify the collective agreement, or in any way interfere with the rights of either employees or management under the collective agreement.

3. Mark Turcotte

Notwithstanding Article 12 of the collective agreement concerning the foreperson premium, the Employer agrees that Mark Turcotte shall continue to be paid a premium of \$2.32 per hour above the journey person rate, or a 10 % premium, whichever is greater.

4. Pressroom General Labourer

The position of “Pressroom General Labourer” was created in the Pressroom to perform the following kinds of duties: acting as fly person, general cleaning under the supervision of Pressmen and any other unskilled labour duties. At no time will the Pressroom General Labourer position exceed one (1) person. The Pressroom General Labourer will work up to twenty-four (24) hours per week.

Notwithstanding Article 14 of the Collective Agreement, the Pressroom General Labourer position will not receive any employment benefits. Notwithstanding any provision of Article 29 of the Collective Agreement, Employer contributions to the CEP Multi-Employer Pension Fund in respect of the Pressroom General Labourer will be 70 cents per hour worked.

Article 12 [a] of the collective agreement will be amended to include the following:

Pressroom General Labourer	Start	One Year	Two Years
Effective upon ratification	\$ 8.73	\$ 9.28	\$ 9.84
Effective July 16, 2004	\$ 8.90	\$ 9.47	\$10.04
Effective July 16, 2005	\$ 9.08	\$ 9.66	\$10.24

For the Employer

For the Union

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