

NEWSPAPER AGREEMENT

between

**PACIFIC NEWSPAPER GROUP,
a division of CanWest MediaWorks
Publications Inc.**

and

**COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA
Local 2000**

PART "C"

ELECTRICAL DEPARTMENT

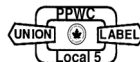


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PREAMBLE

THIS AGREEMENT made and entered into this _____ day of _____, 2007 by and between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union.

1. TERM OF AGREEMENT

This Agreement shall be in effect from December 1, 2006 to November 30, 2010.

The Parties agree to exclude the operation of Subsection (2) of Section 50 of the Industrial Relations Code of British Columbia.

If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

2. HIRING PROCEDURE

a) The Company agrees to employ only members of Local 2000 of the Communications, Energy and Paperworkers to do all work within the jurisdiction of the Electrical Department.

b) It is agreed by the Union that for and in consideration of the covenants entered into and agreed to by the Company, the Union shall at all times during the life of this Agreement furnish journeymen capable of performing all the work within the jurisdiction of the Union. It is further agreed by the Union to be its obligation to furnish sufficient competent journeymen to meet the normal requirements of the Company.

c) If the Union is unable to supply sufficient competent journeymen the Company may secure from any source such number of persons as is required.

d) New employees shall be employed on a probationary basis for the first ninety (90) calendar days of employment and may be terminated at any time within this period by the Head Electrician. In the event of a reduction in the size of the staff, those with the least continuous service with the Company as journeymen shall be the first to be laid off. Apprentices shall be credited with fifty percent (50%) of time served with the Company in computing seniority for the purposes of this section.

e) Employees hired on a temporary basis for purposes of electrical construction or maintenance work will be paid sixteen and one-half (16 1/2) percent on top of regular earnings in lieu of benefits.

f) In case of layoff, an employee's seniority to date of layoff will be retained for a period of up to two (2) calendar years from said date of layoff, provided that the employee has not claimed relocation pay as per Section 26.

g) Openings within the jurisdiction of the Electrical Department will be posted and all member applicants from within the Department will be given consideration before hiring in accordance with the terms of this Agreement. The Company will continue to weigh job applicants on their merits. However, other considerations being equal, vacancies shall be filled by the senior employee making application. The final decision as to suitability shall rest with the Company.

3. CHECK OFF

The Company agrees to deduct initiation fees and dues from any employee's wages when it has received properly signed authorization of the employee to do so. Such monies shall be paid to the Union accompanied by a list, in alphabetical order, of the employees for and on behalf of whom such deductions have been made by the fifteenth (15th) day of the month following the month in which deductions were made.

4. TECHNOLOGICAL CHANGE

a) The Company shall retain the right to introduce technological changes.

b) The Company shall give the Union three (3) months' notice of any contemplated technological change and shall meet with the Union, no more than ten (10) days after such notice, to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. Should the Union foresee any jurisdictional problems which may arise as a result of said technological change, it is agreed that the date of introduction will be delayed a further three (3) months.

c) The Company guarantees to the employees that no regular full-time employee will lose employment by the introduction of technological change.

d) If, due to the introduction of technological change, the number of employees in the Electrical Department is reduced by more than five percent

(5%) of the present number of employees, then the Company agrees that for each employee over the five percent (5%) figure, the Company shall bank the equivalent hours of work at the current daily wage rates. This hour bank fund shall be assigned to the Union for the benefit of the Electrical Department.

(e) Should the circumstance change and the number of employees in the Electrical Department increase to ninety-five percent (95%) or more of the number of employees as listed in Clause (F) of this article, then the Company shall cease to bank the hours as provided for in Clause (D) preceding.

(f) The present number of employees, members of the Electrical Department as of the first day of this agreement, is fifteen (15) employees.

(g) **DEFINITION OF TECHNOLOGICAL CHANGE**

i. During the period of the Collective Agreement, any technological change, method or procedure which decreases the number of employees that existed at the time the current Collective Agreement was negotiated, except for normal layoff, such as those occurring as a result of a decline in the volume of business.

5. ESTABLISHMENT OF JOINT STANDING COMMITTEE

Within thirty (30) days of the signing date of this Agreement the Company and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this Committee for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

6. GRIEVANCE PROCEDURE

a) As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement, or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made to the Head Electrician or Shop Steward as promptly as possible from the time the dispute comes to the attention of the party affected. Should the Head Electrician and Shop Steward be unable to adjust the difference within forty-eight (48) hours, either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

b) The members of the Committee shall be notified in writing by the Executive Officers of either

party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.

c) If a decision is reached on an issue by the Joint Standing Committee it shall be binding on both parties for the duration of this Collective Agreement.

d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, within a further thirty (30) days either party may refer the matter to a Board of Arbitration. The representatives of the parties to this Agreement shall select an arbitrator, if the parties are unable to agree upon an arbitrator, he/she shall be selected by the Minister of Labour of the Province of British Columbia.

e) Whenever a stipulated time is mentioned in this section the said time may be extended by mutual consent of the parties or their representatives.

f) The Board shall be constituted and meet within twenty (20) days from the date on which either party requested its formation. Within thirty (30) days of completion of hearings the arbitrator shall render his decision.

g) The Decision of the arbitrator shall be final and binding upon both parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement in any respect.

h) Each party shall pay half the fees and expenses of the arbitrator.

i) In discharge cases the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the arbitrator, who shall determine the amount of compensation, if any, for time lost, and such compensation shall be paid immediately.

7. SETTLEMENT OF JURISDICTION DISPUTES

a) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other Unions covered by a collective agreement with the Company, three months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.

b) Should the Union or any other Unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer,

combining or elimination shall be delayed for a further three-month period from the expiration of the notice period.

c) During the three-month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.

d) Should the parties be successful in the resolution of the problem the remainder of the three-month delay period shall be waived and the proposed change shall proceed.

e) Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month delay period, be submitted to Don Munroe. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall attempt to mediate a resolution to the problem.

f) Should mediation of the problem fail, the mediator shall, within 30 days following the expiration of the three-month delay period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.

g) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (a) to (f) above.

h) Time limits in this clause may be altered by mutual consent of the parties.

8. ILLEGAL ACTS - STRUCK WORK

a) The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.

b) The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

9. JURISDICTION

a) All electrical installation work done by the Company, or done for the Company by an electrical contractor, shall be assigned within the jurisdiction of the Electrical Department of the Union.

b) All electrical maintenance work covered by

the certification shall remain within the jurisdiction of Local 2000.

c) The Head Electrician shall give the Union reasonable notice when the Company intends to introduce any new electrical process or equipment. The Company further agrees to provide time and training necessary without loss of pay for Union members of the Electrical Department to become familiar with the maintenance and other work schedules of the new equipment or process.

The Union and the Company recognize it is in the best interest of both parties to provide training to advance the level of skills and knowledge of all Electricians employed under this Agreement. Where the Company introduces equipment that will require new skills or knowledge to maintain, employees of outside companies supplying such equipment will be allowed to work on such equipment while at the same time training regular Company Electricians.

d) The parties agree that the Head Electrician shall be a member in good standing of the Union.

e) The Company shall furnish the Union a list showing name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

10. HOURS OF WORK AND OVERTIME

a) All time worked on any day in excess of the hours as set out herein shall be paid at overtime rate.

b) Seven and one-half (7 1/2) hours' continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 8:00 a.m. and 5:00p.m. shall constitute a day's work.

c) Seven and one-quarter (7 1/4) hours' continuous work (excepting not less than thirty (30) minutes for lunch) between the hours of 8:00 p.m. and 4:30 a.m. shall constitute a night's work.

d) Five (5) straight time shifts shall constitute a week's work. An employee called to work on his/her regular day off shall be paid overtime rates for a full shift.

e) Shift times and/or the length of the schedule may not be changed except by mutual agreement. The regular starting time shall be the same for all employees on any shift.

f) Employees who have left the building and are called back shall be paid for time worked, but not less than four (4) hours, plus all travel time, all at the overtime rate.

g) The rate of overtime pay shall be twice the prevailing rate of pay with payment in one-half (1/2) hour increments.

h) All days off work due to illness, jury duty, subpoenaed witness duty, bereavement leave, workers' compensation or other paid leave shall be counted as days worked for determining other entitlement.

i) Election of Overtime:

(a) At the time of working overtime the employee shall elect either:

- i. to take time off equivalent to the overtime earned;
- ii. to receive pay for the overtime worked.

(b) Notwithstanding the above provisions (i) when an employee has accumulated the equivalent of twenty (20) days off in his V.O. bank he shall not be entitled to bank additional V.O. until his bank has been reduced by taking V.O. time off, (ii) Time off on V.O. shall be taken at a time mutually agreeable between the employee and the Company.

j) The employer shall make every effort to ensure that all overtime worked is distributed as equitably as possible.

k) Meal money at the rate of \$10.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for meal time. This time is not to be included in the overtime charged, but meal money will be paid whether or not meal time is taken.

l) Where necessary wash-up time will be allowed and such time will be arranged between the department manager and shop steward. If wash-up time extends beyond the normal shift, such time will be paid at straight time rates.

m) Any employee required to change from one regular shift to another shall have a shift break of a minimum of eight (8) hours between such shift change. If the employee is required to work before a shift break occurs, he shall be paid overtime rates until such break occurs.

11. SUNDAY WORK

a) Sunday for day shifts shall extend from midnight Saturday to midnight Sunday. Sunday for night shifts shall extend from 7:00 p.m. Saturday to 7:00 p.m. Sunday.

b) All work done on a Sunday as defined above shall be paid at double time. An employee called to

work on his defined Sunday shall be paid for a full shift.

c) For the first year of Sunday publication, employees as of November 1, 1978 may be scheduled to work Saturday night/Sunday for the Sunday paper at straight time and will bank 2 1/2 hours to be taken as time off at a time to be mutually agreed.

Any employee hired after November 1, 1978 may be scheduled to work Saturday night/Sunday at straight time.

After the first year of Sunday publication, employees as of November 1, 1978 will not be regularly scheduled to work Saturday night/Sunday.

12. JURY DUTY

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight-time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of jury duty and work and the combination requires a sixth shift, the sixth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his regular straight-time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

13. BEREAVEMENT

A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:

a) Five (5) days in the event of the death of the employee's spouse, child, mother or father.

b) Five (5) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 Kilometres from Vancouver.

c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 Kilometres from Vancouver.

For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

14. LUNCH TIME

a) A lunch period of one-half (1/2) hour, not less than three (3) hours and not more than four and

one half (4 1/2) hours after starting time, shall be provided. Lunch periods may be staggered to facilitate continuous production. Employees required to work through the lunch period shall be paid at the prevailing overtime rates until the lunch period is taken. Lunch period to be taken immediately following the overtime. Subsequent unpaid lunch periods will be provided every four (4) hours thereafter.

b) Thirty (30) minutes shall be allowed for lunch, but such time shall not be considered under any circumstances Company time.

15. GENERAL

a) Electricians shall be provided with facilities and sufficient time without loss of regular wages to become proficient in the maintenance and repair of new equipment.

b) Regularly employed personnel will be supplied with three (3) sets of uniforms per week.

c) Effective January 1, 2003, regularly employed personnel will be reimbursed up to three hundred (\$300) for every two calendar years, upon provision of a receipt(s), for the purchase or repair of safety shoes.

16. APPRENTICES

a) The duties of an apprentice shall be to assist the journeyman or journeymen in the trade. An apprentice shall use tools but shall not be called upon to come into direct contact with conductors or equipment which is potentially alive until the last six (6) months of his apprenticeship, and then only when accompanied by a journeyman, except that apprentices may work on "extra low voltage power" circuits as defined by the Canadian Electrical Code, and electronic or battery circuits that do not exceed E.L.V.P. limits.

b) The ratio of apprentices to journeymen shall not exceed one (1) apprentice to four (4) journeymen. It is the duty of a journeyman to teach apprentices the wiremen's trade.

c) No apprentice shall be allowed to perform any work except under the supervision of a journeyman. However, apprentices serving the last six (6) months of their apprenticeship shall be allowed to work alone when agreed to in writing by the Company and the Union.

d) Apprentices shall attend a recognized school in order to further their knowledge of the trade and to be advanced into their next applicable term upon passing a required examination.

17. WAGE SCHEDULE - APPRENTICES

- a) 1st 6 months - 60% of prevailing Journeyman's Rate
- 2nd 6 months - 65% of prevailing Journeyman's Rate
- 3rd 6 months - 70% of prevailing Journeyman's Rate
- 4th 6 months - 75% of prevailing Journeyman's Rate
- 5th 6 months - 80% of prevailing Journeyman's Rate
- 6th 6 months - 85% of prevailing Journeyman's Rate
- 7th 6 months - 90% of prevailing Journeyman's Rate
- 8th 6 months - 95% of prevailing Journeyman's Rate

b) Prevailing rate shall be interpreted to mean the wage prevailing at the time the work is in progress.

c) Apprentices shall be indentured to the Company.

18. WAGE SCHEDULE - JOURNEYMAN

Effective December 1, 2006

DAYS SHIFT	NIGHT SHIFT
\$40.336 per hour	\$45.899 per hour
\$302.519 per shift	\$332.771 per shift
\$1,512.596 per week	\$1,663.856 per week

Effective December 1, 2007

DAYS SHIFT	NIGHT SHIFT
\$41.546 per hour	\$47.276 per hour
\$311.595 per shift	\$342.754 per shift
\$1,557.974 per week	\$1,713.771 per week

Effective December 1, 2008

DAYS SHIFT	NIGHT SHIFT
\$42.792 per hour	\$48.695 per hour
\$320.943 per shift	\$353.037 per shift
\$1,604.713 per week	\$1,765.184 per week

Effective December 1, 2009

DAYS SHIFT	NIGHT SHIFT
\$44.29 per hour	\$50.399 per hour
\$332.176 per shift	\$365.393 per shift
\$1,660.878 per week	\$1,826.966 per week

b) Head Electrician: 17 1/2% above Journeyman Night Rate.

c) Employees required to assume the duties of the Head Electrician during his absence shall be paid at the higher rate while so acting. An acting Head Electrician will be appointed whenever the Head Electrician is absent one or more days.

d) Where one or more men are employed on the day shift or the night shift, one man shall be designated as chargehand and shall receive 10% above the journeyman rate on day side and twelve and one-half (12 1/2%) percent on night side.

e) Payment of wages shall be made weekly within six (6) days of the expiration of each financial week.

19. SICK LEAVE

a) Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computation of sick leave shall be based on the calendar year.

For the first week of the first sick leave - full pay
For the first week of the second sick leave - full pay
For the first week of the third sick leave - full pay.

b) "Week" shall mean, for the purpose of this Article, five (5) days not necessarily consecutive days.

c) A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.

d) No deductions for sick leave shall be made from overtime or vacation credited to the employee.

e) The Company will fund 2% of straight time wages for short term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short term sickness.

f) The Head Electrician shall decide whether or not to replace employees who are absent and entitled to sick pay as outlined in the first paragraph above.

g) Any employee who is found to have abused the sick leave provision of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the Sick Leave Committee, be eligible to claim sick leave under this Section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance

Procedure.

20. HEALTH AND WELFARE PLANS

The company shall pay the total cost of providing benefits as follows:

a) Medical Services Plan of B.C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to B.C.

b) Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implants and repairs to a maximum of \$1,000.00 per ear every (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum \$700. every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1,000,000.

c) Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within thirty (30) days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one (1) month may retain membership in the above three (3) plans by paying premiums for each month's absence following a complete month's absence.

d) Short term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.

e) Long term disability coverage for employees who qualified for short term disability benefits:

i. 16th week through 27th week - 70% of employee's wages on the first day of disability.

ii. 28th week through to age 65 - 60% of employee's wages on the first day of disability.

Employees who go on a leave of absence in excess of

one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three months' absence.

All active long term disability claimants shall have their monthly payment increased by 5% on March 1st of each contract year.

The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.

21. STATUTORY HOLIDAYS

a) When a holiday is observed by the Company, the shifts prior to the holiday shall be the off shifts where such shifts start after 1:00 p.m.

b) A holiday shall consist of a clear twenty-four (24) hours from regular quitting time.

c) The following days (or days celebrated in lieu of any of them) shall be considered holidays: Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day and Thanksgiving Day. Any additional days proclaimed as public holidays by the Provincial or Federal governments and any other holidays recognized by the Company by not publishing shall be treated in the same manner as the aforementioned holidays. An additional holiday with pay shall be granted to each employee who qualifies in (e) below, on the employee's birthday or day off in lieu of.

d) Such holidays, if worked, shall be paid for at double time rates plus the regular rate.

e) Employees who work a minimum of one hundred and sixty-five (165) shifts in a year shall be allowed the days mentioned in subsection (c) above without loss of pay in that year.

f) Employees who work less than one hundred and sixty-five (165) shifts in any year shall receive one (1) day's statutory holiday pay for each seventeen shifts they work in that year.

g) Employees failing to receive a statutory holiday by reason of their days off falling on the holiday shall receive another day off in lieu of such holiday missed; provided, wherever possible, such days off in lieu shall be combined with the employee's or apprentice's regular off day or a weekend if he so desires.

h) Employees who terminate their employment

shall receive one (1) day's statutory holiday pay for each seventeen (17) shifts or major fraction thereof that they have worked in the year in which they terminate. In no case shall this exceed the number of statutory holidays which have occurred in that year up to the date of termination.

i) Employees shall receive one (1) day's statutory holiday credit for each day lost due to personal illness (a maximum of twenty (20) days' working credit for each year of service up to five (5) years); those with five (5) years' service or more shall receive up to a maximum of eleven (11) statutory holidays, without qualification, from date of illness; jury duty, while in receipt of Workers' Compensation, while acting for the Union on Company-Union business.

22. VACATIONS

a) All employees shall be entitled to vacation with pay as set out in the following:

Years of service	Shifts required in Previous year	Vacation entitlement	Pro-rated
1 or more	150	15 days' vacation with 15 days' pay	1 day's vacation for each 10 shifts worked
5 or more	150	20 days' vacation with 20 days' pay	1 day's vacation for each 8 shifts worked
10 or more	150	25 days' vacation with 25 days' pay	1 day's vacation for each 6 shifts worked

Members having twenty (20) or more years' service shall be entitled to thirty (30) days' vacation with thirty (30) days' pay provided they have worked a minimum of one hundred and fifty (150) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this agreement. Such members working less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation with pay for each five (5) shifts worked, or major fraction thereof.

b) All employees who are absent by reason of a compensable accident, paid sickness (personal illness or injury, jury duty, paid excused absence or while

acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long-term disability only.

c) Vacation pay scale in each case shall be the straight-time rate currently paid to the employee or two (2) percent of the previous year's T4 slip for each week of vacation whichever is the greater.

d) Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.

e) All vacations carried over from a previous year shall be taken prior to April 1 in the following year.

f) An employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which he qualified under clauses (a), (b), (c) and (d) of this section.

g) The time of the year that each employee shall take such a vacation shall be determined and arranged by the General Foreman after consultation with the shop steward, in order that there shall be no interruption in the publication of the newspapers.

Up to 25% of the Electrical Department will be allowed on vacation at any one time during June, July and August. The Head Electrician will not be included as a member of the Electrical Department for the purpose of this calculation.

h) Where practicable, choice of vacation periods shall be allowed in priority order and the normal period for taking vacations shall be during the months from May to September inclusive, unless otherwise requested by the employee.

i) Computation of vacation credits shall commence on the date of employment.

j) Each employee shall receive his full earned vacation in the calendar year that the anniversary date is reached.

k) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days earned vacation in the calendar year in which his anniversary of employment date was reached, the

unused days shall be added to the employee's succeeding year's earned vacation credits.

23. LEAVE OF ABSENCE

a) The company shall grant employees leave of absence providing such leave does not cause unreasonable disruption of operation. Leave shall not exceed six (6) months. This may be extended by mutual agreement.

b) Maternity leave of up to one (1) year will be granted upon request and in conformity with the time periods specified in the Unemployment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, or shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returning.

For each pregnancy maternity benefits shall be paid as follows:

1. Where the employee is eligible for EI maternity benefits and 1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and 2) signs an agreement as follows:

I, _____, agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.

2. The employee shall receive weekly benefits as follows: for the first two weeks — 95% of full pay; for the next 15 weeks, the difference between the amount received from EI and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph 2. above until she has been employed for

twelve (12) months by the Company.

c) Parental leave available to the natural or adoptive parents, will be provided as follows:

1. Up to five (5) days (three (3) days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or

2. Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.

At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (c) (2) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.

d) The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in a municipal, provincial, union, or federal election, for the full period of campaigning; (b) for employees elected to a full time union or public office for the duration of the term for which they are elected.

24. PENSION PLAN

Those employees who so elect may become members of the Pacific Newspaper Group Inc., a Division of Southam Inc. (formerly Pacific Press Limited) Pension Fund. Members of the Plan shall have contributions equal to five (5%) percent of gross earnings by payroll deduction made to the Plan. The Company will make contributions equal to those of the Plan members. The Union will be allowed representation at Pension Plan Trustees meetings. Payments to the Plan will be unstacked from Canada Pension Plans.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Newspaper Group Retirement Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs resulting from buyouts or restructuring of the workforce.

25. EARLY RETIREMENT

Commencing on January 1, 1975 and each January 1st thereafter, every employee, in each calendar year, shall receive one (1) day's credit after having passed

his sixth (6th) anniversary date, two (2) days' credit after having passed his eleventh (11th) anniversary date, five (5) days' credit after having passed his twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1st thereafter, every employee, in each calendar year, shall receive three (3) days' credit after having passed his nineteenth (19th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their fifth (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are prorated.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

26. SEVERANCE PAY

a) Severance pay in lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company, with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

27. RELOCATION PAY

a) Upon dismissal to reduce the regular staff, other than normal seasonal layoffs, employees shall be entitled to receive relocation pay. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or major fraction thereof with the Company, not in excess of fifty-two (52) weeks. An employee must decide within twelve (12) months whether he will take advantage of the relocation pay. (b) Relocation pay will be based on continuous service as a regular including this twelve (12) month period, as long as the employee remains available for the service of the Company. (c) No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two years' or

more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received. A senior employee has the option to claim relocation pay over a junior employee.

28. ACCIDENT PAY

In case of compensable accident, the Company will pay one hundred percent(100%) of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee shall turn over to the employer his earnings from the Workers' Compensation as soon as received.

29. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

30. TOOLS

The Union agrees that employees will supply to the Company an inventory of their tools, and the Company agrees to cover the cost of repair, or to replace any such tools damaged or lost by theft. The Company will supply all necessary metric tools to the Electrical Shop.

31. LETTERS OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2001 to 2004 Collective Agreement, unless otherwise specifically stated:

- 1. Health and Safety
- 2. Administrative Offset
- 3. Consecutive Days Off
- 4. Funding
- 5. Re Appendix A & B
- 6. Recognition of Benefits
- 7. Contracting Out/Sale
- 8. Sick Leave
- 9. Union Protection

- 10. Letters of Discipline
- 11. Training

32. PROPOSALS FOR NEW AGREEMENT

If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the appropriate provincial legislation.

IN WITNESS WHEREOF, we have hereunto set our hands and seal

this _____ day of _____ 2007.

PACIFIC NEWSPAPER GROUP, a division of CanWest MediaWorks Publications Inc.,

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 2000

President

Secretary-Treasurer

LETTER OF AGREEMENT #1

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

HEALTH AND SAFETY

1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.

2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:

- i) chemical information and training
- ii) accident investigation/recommendation procedure
- iii) emergency evacuation procedures
- iv) communication
- v) asbestos health problems, documentation and treatment
- vi) electronic surveillance
- vii) safety shoes

3. The Company and CEP Local 2000 shall set up a joint committee to make recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.

4. The Company shall adhere to all applicable laws affecting health and safety.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #2

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,

and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

ADMINISTRATIVE OFFSET

It is agreed between the Parties signatory to this Letter of Agreement that the following shall apply to members of the Electricians' Union employed by Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc. at 12091 88th Avenue, Surrey, BC.

It is recognized that Electricians employed by Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc. do from time to time perform work in the plant and premises of Pacific Newspaper Group at 12091 88th Avenue, Surrey, BC, which can be classified as installation work that attracts the Electricians' Union construction rates of pay.

It is further recognized that to keep track of the time on each job of this nature and adjust hourly rates and payroll to suit would be time-consuming and costly. Therefore in consideration of a flat six hundred dollars (\$600.00) to be retroactively paid during each year of the current 2006-2010 Collective Agreement to each member of the Union employed at Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc., said members of the Union shall perform this intermittent installation work at the regular rates of pay.

It is further noted that eligible members of the Union will have this \$600.00 adjusted in accordance with their regular earnings from Company-related sources during the preceding contract year.

The following conditions apply:

1. Absence due to long-term disability (beyond 15th week of disability) and Workers' Compensation will necessitate prorating of the \$600.00 as per the percentage of regular earnings received during the period of absence to a maximum cap of 52 weeks accrued benefits from start of aforementioned LTD or WCB claim.

2. New employees, retiring employees and terminated employees will have the \$600.00 prorated in accordance with the amount of time worked in the current contract year.

3. Personal leaves of absence will result in a proportionate reduction to the \$600.00.

4. Apprentice employees will have their benefit prorated in accordance with the individual's applicable apprentice/ journeyman wage scale. Apprentices are also subject to all other conditions applicable to payment of this \$600.00.

It is recognized that this Letter of Agreement is not intended to circumvent our Construction Agreement with contractors for any normal construction and installation project undertaken by Pacific Newspaper Group.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #3

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONSECUTIVE DAYS OFF

It is agreed that should it become necessary to implement a change in the normal work schedule of any employee(s), which ultimately affects consecutive days off, Company and employee representatives will meet to discuss potential solutions to the problem(s) necessitating any proposed change. It is further agreed the Company will consider suggestions with regard to any proposed solutions before any such changes are made.

The mechanism for affecting such a meeting is that representation shall first be made to the Head Electrician by the employee group.

If necessary, a union representative from CEP Local 2000 will discuss the situation with the Company's appointed representative. It is agreed such discussions will take place in a timely fashion.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #4

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

FUNDING

IT IS AGREED that \$6.66 per paid shift will be paid to the individual Union member employee from December 1, 2006 to November 30, 2007, \$6.86 per paid shift will be paid to the individual Union member employee from December 1, 2007 to November 30, 2008, \$7.07 per paid shift will be paid to the individual Union member from December 1, 2008 to November 30, 2009 and \$7.32 per paid shift will be paid to the individual Union member from December 1, 2009 to November 30, 2010 (with the exception of paid shifts of the General Foreman whose said amount will be added to his contribution to his Pacific Newspaper Group Pension Fund if in accordance with the rules of the Plan.

New Employees hired after the date of ratification (July 1999) will be required to join the Welfare Plan for CEP members.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #5

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

RE: APPENDIX A&B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short Term Disability Benefits and Life and Long - Term Disability Benefits as agreed between the above parties covered by Collective Agreement entered into on the Date hereof (hereafter referred to as the Collective Agreement) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreement is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreement except as mutually agreed to by the above parties.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #6

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

RECOGNITION OF BENEFITS

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #7

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

CONTRACTING OUT/SALE

The Company agrees there will be no involuntary loss of employment of any regular employee during the life of the contract as a result of:

- a) the contracting out of work normally performed by members of the bargaining unit; or
- b) sale of all or part of the business

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #8

BETWEEN

PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and

THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

SICK LEAVE

A) The following deals with Sick Leave, as opposed to short and long term disability.

1. The Company will convene regular Sick Leave Committee Meetings.

2. The committee will:

i. Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.

ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.

iii. Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.

iv. Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.

v. Meet no less than twice per year.

3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.

4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.

5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon independent medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.

6. If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential resolution. Legal counsel will not be used in

presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.

7. Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.

B) The following proposal deals with short and long-term disability plans:

1. Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.

2. The Company, the Unions and the Troubleshooter will agree on a list of independent Physicians to be used.

3. Employees receiving disability benefits will not be retroactively cut off.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #9

BETWEEN
PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and
THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

UNION PROTECTION

There shall be no interference or attempt to interfere with the operation of the Union.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #10

BETWEEN
PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and
THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

LETTERS OF DISCIPLINE

Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.

DATED _____, 2007.

For the Company:

For the Union:

LETTER OF AGREEMENT #11

BETWEEN
PACIFIC NEWSPAPER GROUP, a division of CanWest
MediaWorks Publications Inc.,
and
THE COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

TRAINING

A joint committee consisting of two (2) Union and two (2) Company representatives will meet at least every four (4) months to determine the training needs of employees. The role of the committee will be to canvass the employees to identify areas where more training is needed. In addition they will recommend such training and implement training initiatives of the Company. The committee will also serve as the Apprentice Committee which will implement a selection process and recommend suitable candidates for apprenticeships. They will also oversee all training, education and ensure that all necessary trade skills and requirements are met.

DATED _____, 2007.

For the Company:

For the Union:
