

COLLECTIVE AGREEMENT

between

THE CAMPBELL RIVER COURIER-ISLANDER

a division of Canwest Publishing Inc.

and

Communications, Energy and Paperworkers Union of Canada Local 2000

Effective April 1, 2008 to March 31, 2012

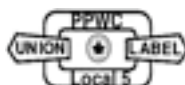


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2008 – 2012

CONTRACT AND SCALE OF WAGES

THIS AGREEMENT made and entered into this first day of April, 2008, shall remain in full force and effect for a full term of forty-eight (48) months, ending the 31st day of March, 2012, or until terminated in accordance with the Labour Law of the Province of British Columbia.

between

**THE CAMPBELL RIVER COURIER-ISLANDER
a division of Canwest Publishing Inc.**

Campbell River, B.C.,
through authorized representatives
(sometimes hereinafter referred to as the employer)

OF THE FIRST PART

and

**COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION of CANADA
LOCAL 2000**

(sometimes hereinafter referred to as the Union)
OF THE SECOND PART

WITNESSETH that the Employer, Party of the First Part, agrees:

1. This Agreement shall cover the employees of the Campbell River Courier-Islander who are employed at 1040 Cedar Street, in the District of Campbell River, Province of British Columbia, save and except those employed in the following four positions: Publisher, Managing Editor, Advertising Manager and Business Manager.

Subject to Section 1 of this Agreement the Employer shall require as a condition of employment of any new employee that they shall on date of employment, become and remain a member of the Union in good standing, and that all present members of the Communications, Energy and Paperworkers Union of Canada Local 2000 shall remain in good standing during the life of this Agreement. The Employer shall immediately terminate the employment of any employee who fails to comply with this section.

2. HOURS OF WORK

Payment of wages shall be made every second Friday by deposit to the credit of the employee's account in a savings institution.

(a) A day's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunch time). The hours of work to be between 7 a.m. and 6 p.m. on the same day.

- (b) A night's work shall consist of seven (7) hours (exclusive of lunch time). The hours of work to be between 6 p.m. and 7 a.m.
- (c) Five (5) days or five (5) nights shall constitute a week's work.
- (d) Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift.
- (e) Lunch time (which shall not be less than one-half (1/2) hour or more than one (1) hour) must be not more than four and one-half (4 1/2) hours from starting time, except in cases of emergency.
- (f) Whenever possible, a minimum of 24 hours notice shall be given when a member is required to change his/her off day or off night.
- (g) Nothing in the above provisions shall mean that the Employer must pay for a full shift when an employee is discharged for cause or excused at his/her own request.
- (h) In no event shall employees working nights receive less pay for a thirty-five (35) hour work week than employees working days receive for a thirty-seven and one-half (37 1/2) hour work week.
- (i) Whenever possible, a minimum notice of one (1) week shall be given for a change of shift. Senior members shall have the option to refuse the shift change if a member with equal skills and lesser seniority is available and further provided the efficiency of the operation is maintained.

3. OVERTIME

- (a) All work done in excess of the regular work day or work night by members of Communications, Energy and Paperworkers Union, Local 2000 affected by this Agreement shall be considered overtime and shall be paid for at time and one-half for the first two (2) hours and double time thereafter.
- (b) Not less than double time the employee's regular rate shall be paid for any shift worked in excess of five (5) within a week or on an off day or off night.
- (c) When a member is required to work on a statutory holiday he/she shall receive double time in addition to the straight-time rate.
- (d) When overtime is worked in excess of three hours, a thirty (30) minute lunch period shall be provided and such lunch period shall be paid at the straight-time rate.
- (e) Overtime shall not be paid to employees who work without the written instruction of management.
- (f) In lieu of overtime pay an employee may elect to receive time off equivalent to the hours he/she would receive had they received cash (i.e. five (5) hours at the overtime rate of time and one-half (1 1/2) is the equivalent to one seven and one-half (7 1/2) hour day off). If taken in time off such time off to be mutually agreed upon. It is understood that banked overtime must be taken within six (6) weeks or, if

mutually agreed to, longer. Any excess overtime to be paid out in cash.

4. WAGE AND CLASSIFICATION SCHEDULE

Writer - Photographers, Writers, Photographers, Advertising Sales and Graphic Artists, Advertising/Layout Artist

	1 Oct 08	1 Apr 09	1 Apr 10	1 Apr 11
Probation				
60 F/T shifts	\$12.22	\$12.40	\$12.59	\$12.84
61st shift 12mo.	\$16.38	\$16.63	\$16.88	\$17.21
2 nd year	\$17.15	\$17.41	\$17.67	\$18.02
3 rd year	\$18.65	\$18.93	\$19.22	\$19.60
4 th year	\$19.33	\$19.62	\$19.92	\$20.31
5 th year	\$20.04	\$20.34	\$20.64	\$21.06
6 th year	\$20.72	\$21.03	\$21.34	\$21.77

Advertising Clerks, Accounting Clerks, Circulation Manager

Probation	\$12.22	\$12.40	\$12.59	\$12.84
61st shift 12mo.	\$15.14	\$15.37	\$15.60	\$15.91
2 nd year	\$15.76	\$15.99	\$16.23	\$16.56
3 rd year	\$17.22	\$17.48	\$17.74	\$18.10
4 th year	\$17.89	\$18.16	\$18.43	\$18.80

Junior Clerk

Probation	\$11.00	\$11.16	\$11.33	\$11.56
61st shift 12mo.	\$13.64	\$13.84	\$14.05	\$14.33
2 nd year	\$14.17	\$14.38	\$14.60	\$14.89
3 rd year	\$15.48	\$15.72	\$15.95	\$16.27
4 th year	\$16.09	\$16.33	\$16.58	\$16.91

Casuals

Probation	\$10.16	\$10.31	\$10.47	\$10.68
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Journeyman Rate

Probation	\$20.72	\$21.03	\$21.34	\$21.77
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Stand-in Editors and Stand-in Advertising Managers to receive one dollar and twenty-five (\$1.25) cents per hour in addition to above rates.

- In the application of the minimum wage schedule of this Agreement, employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Union notified in accordance with the provisions of this Agreement. The employee shall advance through subsequent step-up increases as provided, based on the anniversary hiring date of each employee.
- When an employee is required to do work in a higher classification he/she shall be paid for such work at the higher classification rate (minimum of one (1) working day).

5. HOLIDAYS AND VACATIONS

- All permanent members covered by this Agreement with two (2) years' service shall be allowed fifteen (15) days' vacation with pay. Employees having five years' service shall be allowed twenty (20) days' vacation with pay. Employees having nine (9) years' service shall be allowed twenty-five (25) days' vacation with pay.

In addition one week's leave of absence, without pay, may be taken at a mutually agreeable time. Calculation of vacation credits shall be from the date of employment and it is clearly understood that length of vacation is determined from each employee's original date of hire.

- Casual employees who work one hundred and fifty (150) shifts in a calendar year shall receive vacation as outlined in 5(a). Those casual employees who work less than one hundred and fifty shifts (150) in a calendar year shall receive one (1) day's vacation pay for each fifteen (15) shifts worked.
- Each employee must receive his/her full earned vacation in the calendar year that the anniversary date is reached. When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his/her full number of days for earned vacation in the calendar year in which his/her anniversary of employment date was reached, the unused days shall be added to the employee's succeeding year's earned vacation credits.
- By January 1st of each year the company will post a separate vacation schedule in each department of the company for the following calendar year vacations. The vacation schedules will identify each employee in the department, their seniority date, their anniversary date and their vacation entitlement during the vacation year. The schedules will also identify the number of employees who may be away at any one time within each department.

Initially, employees will have until January 31st to select vacation periods for the following year. At that time each employee, in seniority order, may select up to three (3) weeks of their vacation entitlement. The vacation schedules will then be reviewed by the applicable manager and approved by the Publisher. The vacation schedules will then be reposted by February 7th. Employees who will have vacation entitlements in the vacation year greater than three (3) weeks then have until February 21st to select, in seniority order, their remaining vacation entitlement. The vacation schedules will again be reviewed by the applicable manager, approved by the Publisher and reposted by February 28th of each year. Employees who do not select their vacation periods during the scheduling process and time frames above, must select their vacation from the weeks remaining, subject to approval of the Publisher.

- (e) Vacation pay shall be calculated as, the greater of, 2% of the prior year's gross earnings as shown on the employee's T4 slip or the regular weekly earnings of the employee for each week of vacation entitlement.

Vacation pay will be paid for each week of vacation on the pay day immediately proceeding the taking of vacation. Employees who have scheduled vacation and receive vacation pay, must take the vacation as scheduled.

- (f) There shall be eleven (11) recognized holidays as follows:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	B.C. Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

The closest Friday to each member's birthday, or days celebrated as such, and any additional public holidays proclaimed by the Provincial or Federal or Municipal Governments.

- (g) All employees scheduled to work on the above named holidays shall receive straight-time pay when not required to report. If required to report, they shall be paid double time in addition thereto.
- (h) An employee failing to receive a paid statutory holiday by reason of his/her day off falling on the holiday shall receive another day off in lieu of such holiday missed. An employee failing to receive such day in lieu of a statutory holiday at a mutually agreeable time within sixty (60) days shall be paid one day's pay. No member shall be permitted to work on a statutory holiday which falls on his/her regular off day.
- (i) Sundays and holidays shall be observed in the case of a night shift on the day or night previous to which it is declared a statutory holiday.
- (j) All employees terminating with less than ninety (90) days of service with the Employer shall receive six (6) per cent of earned wages to cover all vacation pay and statutory holidays.
- (k) Employees covered under this Section shall receive full service credits for any paid shifts including but not limited to: Jury duty, sick days, Statutory holidays, W.C.B. or when acting for the union on Company-Union business.

6. MISCELLANEOUS

- (a) Employees that use their vehicles for company business shall receive forty-one cents (41¢) per kilometre.
- (b) The Employer agrees to pay \$250 annually to each photographer for maintenance and repairs of photographic equipment.
- (c) The Employer agrees to pay 50% of the difference in premium for car insurance from 'to and from work' to 'business coverage'.

7. HIRING, TRANSFERS AND PROMOTIONS

- (a) The Employer shall hire employees without regard to age, sex, race, creed, colour or national origin. The Employer shall notify the Union of all vacancies and shall give consideration to the hiring of any candidate supplied by the Union. Probationary period for new employees shall be the equivalent of sixty (60) full time shifts.
- (b) No employee shall be transferred by the Employer to another enterprise or division in the same city, or to another city; whether in the same enterprise or other enterprises conducted by the Employer, or by a subsidiary of the Employer without the employee's consent. The Employer shall be responsible for payment of reasonable transportation and other moving expenses for the employee and his or her immediate family. Before expenses are incurred the employee shall obtain the approval of the Employer.
- (c) The Employer agrees to recognize and carry out in practice wherever practical the principle of promotion of staff members under the Union's jurisdiction. Notice of any vacancy shall be posted at all available bulletin boards and given to the Union. Employees desiring to fill such vacancies shall submit written applications within three (3) days of such posting provided that this may be extended to seven (7) days for employees who are away sick, on vacation, or on out-of-town assignment.
- (d) Promotions shall be based on merit and ability. Where, in the opinion of the Employer, two or more applicants are equal in merit and ability, the position shall be given to the senior applicant.
- (e) Any employee promoted or transferred shall be given a trial period of three (3) months, which may be altered by mutual agreement of the Employer and the Union. during such trial period the employee may elect to return to his or her previous classification and salary level. There shall be no reduction in salary or impairment of benefits as a result of any transfer or promotion unless the employee so agrees, in which case the Union shall be notified immediately and in advance of the transfer taking place.
- (f) No employee shall be penalized for refusing to accept a promotion or transfer.
- (g) The trial period shall be included in determining length of service in an employee's classification or, if the employee returns to the classification from which he or she advanced his or her period of service in the higher classification shall be counted as service in the classification from which he or she advanced.
- (h) Priority members shall have choice of new shifts and new starting times, provided that changes shall be made only when new openings occur and also provided no changes shall be made which measurably decrease the efficiency of the Employer.

- (i) When it becomes necessary to decrease the force in the department, such decrease shall be accomplished by discharging first the person or persons last employed in the department either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before any other help may be employed.
- (j) The Employer may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under accepted Communications, Energy and Paperworkers Union of Canada (as in effect April 1, 1994) Local 2000 laws. A discharged employee shall have the right to challenge the fairness of any reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-two (72) hours after the employee is informed of discharge.
- (k) The Employer guarantees that no regular full-time or part-time employee as of January 01, 1994 will lose employment during the life of their employment, provided however that this will not prevent the Employer from reducing the force in accordance with the terms of this collective agreement (Section 7 item (j)) or when such reduction is necessitated by decline in volume of business.

8. SANITATION

There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done by members working under this Agreement. Communications, Energy and Paperworkers Union of Canada Local 2000 reserves the right to secure the services of sanitary and ventilation experts, at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the municipal health officer for verification, whose report shall be final and carried out as soon as practicable.

9. GRIEVANCE PROCEDURE

- (a) Within thirty (30) days of the signing of this Agreement a standing committee of two (2) representatives appointed by the Employer and a like committee of two (2) representatives appointed by the Union, shall be maintained; and in case of a vacancy, absence, or refusal of either of such representatives to act, another shall be appointed in his/her place.
- (b) As the first step in the grievance procedure set out herein, any dispute which may arise as to the rights of the parties to this Agreement or any dispute as to

the construction or interpretation to be placed upon any section of this Agreement, or alleged violation thereof, except as otherwise provided in subsection (g), shall be referred in writing to the Employer and Chapel Chair, who shall attempt to resolve the problem. Their decision shall be reported immediately to the Employer and the Union for ratification. Should the Company representative and the Chapel Chair be unable to reach a decision within forty-eight (48) hours (this time may be extended up to two (2) weeks by mutual consent) this matter shall forthwith be referred to the Joint Standing Committee.

- (c) The Joint Standing Committee shall meet within five (5) days when any question of difference shall have been referred to it for decision by the executive officers of either party to this Agreement. If decision is reached on that issue by the committee it shall be binding on both parties for the duration of this Agreement.
- (d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days (this time may be extended by mutual consent) from the date on which the dispute is first considered by it, the committee shall refer the matter to an Arbiter. If said parties fail to agree to the selection of an Arbiter within ten (10) days from the date on which either party requested the appointment of an Arbiter, said Arbiter shall be selected by the Minister of Labour of the Province of British Columbia. The Arbiter shall proceed with all dispatch possible to settle the dispute.
- (e) Provided that local Union laws not affecting wages, hours or working conditions and the General Laws of the Communications, Energy and Paperworkers Union of Canada Local 2000 shall not be subject to arbitration.
- (f) It is further agreed that conditions prevailing prior to any action or circumstances which causes a dispute shall remain unchanged until the dispute shall have been settled as provided herein.
- (g) In discharge cases, the employees shall not be reinstated until and unless his/her reinstatement is ordered by the Joint Standing Committee or the Arbiter, who shall determine the amount of compensation for time lost, and such compensation shall be paid immediately.
- (h) Subsections (2) and (3) of Section 50 of The Labour Relations Code of British Columbia shall be inoperative and shall not be applicable to this collective agreement.

10. STRUCK WORK

Communications, Energy and Paperworkers Union of Canada Local 2000 reserves to its members the right to refuse to execute any work coming from or destined for Employers or publications which have

been declared by the Union to be unfair, and to refuse to work in any office where any department under the jurisdiction of the Communications, Energy and Paperworkers Union of Canada is declared unfair by the Union. The Union further reserves the right to its members to refuse to cross a legal picket line.

11. JURY DUTY

When an employee is called for service as a juror or is subpoenaed as a Crown witness he/she shall be paid the difference between the wages he/she receives and the amount of straight time earnings lost by him/her by reason of such service. To qualify an employee must produce proof that his/her absence was due to service as a juror or a Crown witness and he/she must make himself/herself available for work whenever excused from jury duty or as a Crown witness for one-half (1/2) day or more.

12. COMPENSABLE ACCIDENT

In the case of a compensable accident, the Employer will pay the difference (for six (6) months) between the injured employee's wages and the Workers' Compensation Board rates, without prejudice.

13. BEREAVEMENT LEAVE AND PAY

In the event of death in a member's immediate family; parents, sister or brother, spouse (including same sex spouses) children, or step children, mother or father-in-law, brother-in-law or sister-in-law, grandparents, and grandchildren the member shall be entitled to be absent from work for a period of up to, but no more than four (4) of his/her regular working days. During such absence the member shall be compensated for his/her straight time hourly classification rate for such regular working time lost.

14. SEVERANCE PAY

The Employer agrees to provide severance pay, unless discharge for cause, of not less than one (1) week's pay for each six (6) months' priority in the office up to a maximum fifteen (15) weeks' pay to members who are discharged to reduce the force, or by reason of consolidation or suspension of the company's operation.

15. HEALTH AND WELFARE

- (a) The Employer shall contribute one hundred (100%) per cent of the monthly cost for each employee and dependent covered under the Medical Service Plan of British Columbia.
- (b) After completing the probationary period (60 F/T shifts) each employee shall be entitled to ten (10) days sick leave per year at full pay. A doctor's certificate may be requested by the employer,

Unused sick days shall be cumulative to a maximum of 30 days.

The Employer shall reimburse the employee for any medical certificate requested up to \$25.00.

- (c) The Employer agrees to continue the Printing Industry Dental Plan; cost of said plan to be paid one hundred (100%) per cent by the Employer.
- (d) The Employer agrees to enroll employees in the Printing Industry Vision Care Plan (\$250 every 2 years) and to pay one hundred (100%) per cent of the cost of providing this benefit.
The employer additionally agrees to add Eye Exams every two years to the above benefit cost, to a Maximum of \$100.00 effective July 1st 2009
- (e) The Employer agrees to enroll full-time employees in the Canwest Publishing Inc. Long Term Disability Plan and to pay fifty per cent (50%) of the cost of providing the benefit.
- (f) The Employer agrees to increase the MSA Extended Health maximum for out of province coverage to \$1,000,000.

16. TECHNOLOGICAL CHANGE

Definition: Any change in technology, method or procedure of operation during the period of a Collective Agreement which decreases the numbers of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business. Prior to so introducing the Employer shall advise the Union. The Employer will give the Union three months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with its representatives the time, procedure and training necessary for the introduction of the contemplated change. The Employer agrees to provide facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any process or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this Agreement. This does not preclude members from voluntarily training on their own time.

- (a) Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided that in no event shall a member who has not been afforded the opportunity to retrain be laid off out of priority order or lose his/her preference claim during the life of this Agreement.
- (b) The Employer shall, in consultation with the Union at the expiration of the training period evaluate the competence of each trainee having regard to the employee's efficiency, skill and ability to do the work required.

- (c) The Employer guarantees to the Union that no regular full-time, or regular part-time employee as of January 1, 1994 will lose employment by the introduction of technological change.

17. MATERNITY – LEAVES OF ABSENCE

- (a) Pregnancy and Parental leave(s) shall be granted, without pay, as per the provisions of the Employment Standards Act of British Columbia. Notwithstanding the above, the employer agrees to provide two weeks paid maternity/paternity leave upon the birth of a child or the legal adoption of a child.
- (b) Employees shall be granted one (1) week's leave of absence at their request in each calendar year without pay. It is agreed that only one employee, in each department, per week, will be granted said leave on a priority basis. When leave is combined with vacation Section 5(a) will apply.
- (c) If an employee is elected or appointed to a position in the CEP national union or CLC, or CEP Local union or any organization with which the CEP is affiliated, he/she shall be given a leave of absence upon request and shall be reinstated in the same or a comparable position when the leave expires.
- (d) A leave of absence upon 30 days written notice shall be granted to employees elected or appointed delegates to conventions of the CEP, CLC, or any organization with which the CEP is affiliated or as a delegate to special meetings called by the CEP or a branch thereof or by an organization with which the CEP is affiliated.
- (e) A leave of absence without pay will be granted to an employee who requests such leave for the purpose of becoming a candidate for a public office or for a political party. If an employee who is granted leave of absence for this purpose is successful in his/her bid for such position, their employment will be terminated. If the employee is unsuccessful, then he/she shall return to work within 30 days of the date of the election and be reinstated in the same or comparable position. Failure to return within 30 days will constitute notice of termination by the employee. His/her employment will be terminated on the 31st day.
Leaves under subsections, (c), (d) and (e) of this Section may be deducted in computing severance pay, vacations and statutory holiday pay. Vacation credits and statutory holiday pay will not be earned by employees while on such leaves.

18. TEMPORARY AND PART-TIME EMPLOYEES

- (a) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement. The Union shall be notified in writing as to the nature of the employment of any temporary

employee and the duration of such employment. A part-time employee is one who is hired to work regularly less than seventy-five (75%) per cent of the work week provided in this Agreement.

- (b) Part-time and temporary employees shall not be employed where; in effect, such employment would eliminate or displace a regular or full-time employee.
- (c) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for this classification and experience; shall advance on the schedule of a minimum salary according to length of employment and not the actual hours worked; shall receive pro rata vacation pay, pro rata sick leave, pro rata statutory holiday pay, pro rata night differential, expenses and equipment, in accordance with the terms of this Agreement. If a statutory holiday falls on a day that a part-time employee would normally have worked, the employee shall not have his or her wages reduced by reason of him or her not working on that day. If a statutory holiday falls on a day that a part-time employee would not normally have been working, the employee will be paid on a pro-rated basis for the statutory holiday (i.e. if the employee normally works two (2) days per week and a statutory holiday falls on one of his or her days off, he or she will receive forty (40%) per cent of a day's pay for the statutory holiday in addition to his or her pay for days worked.
- (d) In the event of a part-time or temporary employee becoming a full-time employee, he or she shall be credited at least with actual time previously served.

19. BY-LINES

- (a) An employee's by-line will not be used over his/her protest. Factual changes in a story written by a writer shall be brought to the attention of the writer before publication. If a writer cannot be contacted prior to publication, his/her by-line shall be removed.
- (b) On the basis of the rates of compensation established in this contract, the Employer has the full right to use and/or re-use, in any manner, form or medium that the Employer chooses, all material produced by the employees during their working hours with the Campbell River Courier-Islander.

20. VIDEO DISPLAY TERMINALS

- (a) The Employer agrees that every employee required to use a VDT continuously shall be entitled to a fifteen (15) minute rest break every two hours.
- (b) The Employer agrees to provide proper lighting to eliminate any glare on the video screen and to provide adjustable chairs and foot rests to minimize discomfort while working on VDTs.
- (c) VDTs shall be checked by the Union, annually, to determine if the units are MPR II compliant. If the CRTs are not compliant, the Union shall so advise

the Company. Any replacement of CRTs will ensure that non-compliant CRTs will be replaced first.

21. LETTERS OF DISSATISFACTION

When the conduct or efficiency of an employee reaches the stage where an expression of dissatisfaction is necessary, the Company shall so advise the Union and the employee concerned. Such notice shall be in writing and the employee shall be furnished with pertinent details of any such complaint. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee's record for use against that employee at any time. Any replies to such notice shall also become part of the employee's record. Letters of dissatisfaction and written record of reprimands shall be removed after twelve (12) months from the date of issue or sooner if mutually agreed by the Company and the Union.

22. CEP MULTI-EMPLOYER PENSION PLAN

- (a) The Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), five per cent (5%) of gross weekly earnings for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation, and which shall be considered earnings (e.g., sick leave, vacations, stat holidays, disability insurance, WCB, bereavement leave, jury duty). Contributions shall commence from date of employment. The Plan is administered jointly by Union and Employer Trustees.
- (b) Contributions shall be made by cheque, money order or similarly recognized medium of exchange, shall be made payable to the CEP Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of Mrs. Anna Szanto, Senior Pension Administrator, Aon Consulting Inc., 145 Wellington St. West, Suite 500, Toronto, Ontario M5J 1H8, no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such administrator.
- (c) 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.
- (d) The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that

the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Shop Steward a copy of the remittance information provided to the administrator within five (5) days of remittance of any such contributions.

- (e) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CEP Multi-Employer Pension Plan pursuant to this section shall be in addition to all other benefits heretofore provided by the Employer and/or by any Plan or Trusts to which the Employer has made contributions.
- (f) Should the Union direct the Company to forward pension contributions for its employee members to a different Pension Plan and/or Plan Administration, the Union will provide the Company with a minimum of one (1) month's notice.

23. CHAPEL CHAIRMAN

- (a) No Union representative shall be interfered with, nor discriminated against by the Employer for carrying out the instructions of the Union governing the interpretation, application or alleged violation of this agreement. No supervisor who is a member of the Union shall be interfered with, nor disciplined by the Union for carrying out the provisions of this agreement in accordance with the instructions of the Employer, but this shall not apply to infractions of Union laws which are not involved in this agreement.
- (b) The Chapel Representative shall attend at an employee's request or the Company's request, any disciplinary meeting between the employee and the Company.

24. BULLETIN BOARD

The Company agrees to supply and maintain a suitable Union notice board for the posting of Union notices.

25. DUES CHECK-OFF

The Employer shall deduct each and every month from the salary due the employee the amount as required by the Union with respect to monthly dues and agrees to remit such dues to the Union's secretary-treasurer no later than the 10th of each month following.

ASSIGNMENT AND AUTHORIZATION TO CHECK OFF
COMMUNICATIONS, ENERGY AND
PAPERWORKERS
UNION of CANADA, LOCAL 2000
UNION DUES

To: My Employer:

I hereby assign to the COMMUNICATIONS,
ENERGY AND PAPERWORKERS of CANADA, LOCAL

2000, and authorize you to deduct weekly from any earnings as your employee, an amount equal to all Union dues levied against me by the Union for each dues month following the date of this assignment.

I hereby authorize and request you to remit the amount deducted to the COMMUNICATIONS, ENERGY AND PAPERWORKERS of CANADA LOCAL 2000.

.....
Date Employee's Signature

26. STAFF CHANGES

The Employer shall furnish the Union with a monthly list showing:

- (a) Name, hiring date, contract classification, starting salary.
- (b) Changes in classification, any salary changes by reason thereof, and effective date.
- (c) Terminations, retirements, job vacancies and deaths.

27. LABOUR MANAGEMENT COMMITTEE

On the request of either party, the parties shall meet at least once every two months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. The committee shall consist of a non-management representative from each department to meet with the publisher and Department Heads.

IN WITNESS WHEREOF, we have hereunto set out hands

this day of, 20.....

.....
For the Company

.....
For the Union

LETTER OF AGREEMENT No. 1

Re: One Week Holdback

The parties named below hereby agree to a one-week holdback on pay in order to facilitate the fact that time sheets will no longer need to be filled out in advance.

CAMPBELL RIVER COURIER-ISLANDER
a division of Vancouver Island Newspaper Group Inc.,
a division of Canwest Publishing Inc.

.....
For the Company

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA, LOCAL 2000

.....
For the Union

Dated this day of 20.....

LETTER OF AGREEMENT No. 2

Re: Introduction of Full Pagination

It is agreed that the following provisions relating to the pagination (electronic production) of the newspapers, special sections, commercial print, supplements and TV Guides prior to printing and to the inputting and accepting of any material shall apply, notwithstanding anything to the contrary in the Collective Agreement.

- 1) Persons in the advertising and editorial departments will input and paginate all news, features, advertorial and all other editorial and advertising content (including classified material) of the newspapers, special features, special sections, supplements and T.V. Guides. In addition, advertising employees may input and paginate spec ads in complete and final form, it being understood that this additional work over and above inputting of the text for spec ads will only be a minor function of display advertising sales employees.
- 2) Persons in the editorial and advertising departments can create layouts or dummies on paper or electronically.
- 3) Persons in the editorial and advertising departments may scan all text, graphics and photographs as required by the employer.
- 4) Persons engaged in inputting may do so by any electronic means, and without restricting this generality, including keyboard, scanner, modem, disk, CD-ROM or digital camera.
- 5) Any material may be accepted at any time from outside sources in any electronic form, and without restricting this generality, including modem, disk, CD-ROM or digital camera.

6) The current compositors as named below, will continue to receive the applicable wage rates, as specified in Sections 4 and 24 of the expiring collective agreement and will also be entitled to any increase that may be applied to the collective agreement, until such time as the classification of compositor is made redundant with the introduction of full pagination and the introduction of the "Advertising/Layout Artist" classification.

7) The named compositors who have the requisite qualifications, training, skills, ability, experience and the competence to perform the tasks associated with the building of ads electronically will be offered positions as "Advertising/Layout Artists", as required by the employer.

8) Named compositors who are declared surplus, or who do not have the requisite qualifications, skills, ability, experience and the competence to be an "Advertising/Layout Artist", may "bump", on a one time basis, the most junior employee(s) in the company providing they have the requisite qualifications, skills and ability to perform the tasks associated with the position they are seeking and provided they have more seniority than the employee to be "bumped". Such named compositors will be entitled to retain their wage rate, plus negotiated increases, provided they will accept the first available position as an "Advertising Layout/Artist" and/or will perform the tasks of an "Advertising Layout/Artist" as assigned at any time.

9) Should a named compositor elect to, and be successful in "bumping" into a new position, and then, within the first three (3) months not be able to demonstrate competency, he/she will be laid off with the benefit of the enhanced severance.

10) Named compositors who do not have the requisite qualifications, training, skills, ability, experience and competency to perform the tasks associated with the "Advertising/Layout Artist" positions to be created, or who are declared surplus will be offered an enhanced severance as outlined below. Should a named compositor "bump" the junior employee, that employee will be offered an enhanced severance.

11) The top rate of pay for the new classification will be \$18.71 per hour as at April 1, 1998. Named compositors who are successful in obtaining a position as an "Advertising/Layout Artist" position will be placed on the wage scale at the top rate.

12) Should employees other than named compositors not be able to demonstrate competency with the new processes being introduced to accommodate full pagination within the first three months after the introduction of same, he/she will be laid off with the benefit of the enhanced severance.

Named Compositors:

John (Skip) Sponek
 Karen Smith
 Marion Anderson

LETTER OF AGREEMENT No 3

Re: Commission Sales People

All new sales people hired after April 1, 2008 will be on the new Commission Plan

Base Salary	\$1,500.00 monthly plus any negotiated increases for the life of the agreement	
October 1 st , 2008	.....	1.0%
April 1 st , 2009	.....	1.5%
April 1 st , 2010	.....	1.5%
April 1 st , 2011	.....	2.0%

Commissions (Monthly)	
First \$20,000.00	..... 10%
Next Level	..... 15%

It is also understood that the current advertising sales people will be on the current pay grid and not on the Commission Plan.

Listed Names: Barbara Skorupka
 Garry McLellan
 Lindagail Anderson
 Jacquie Dunns
 Alan Buxton

CAMPBELL RIVER COURIER-ISLANDER
 a division of Vancouver Island Newspaper Group Inc.,
 a division of Canwest Publishing Inc.

.....
 For the Company

COMMUNICATIONS, ENERGY AND
 PAPERWORKERS UNION OF CANADA, LOCAL 2000

.....
 For the Union

Dated this day of 20.....

ENHANCED SEVERANCE PACKAGE

Notwithstanding the severance provisions of Section 14 of the collective agreement which shall not apply in this instance, an enhanced severance program that provides \$4,000.00 for each completed year of service (pro-rata for an incomplete year) up to a maximum of \$20,000.00, will be provided for any employee deemed surplus by the employer as a result of the introduction of full pagination and/or the introduction of the classification of "Advertising/Layout Artist.

It is understood that any employee who accepts enhanced severance will be deemed to have resigned his/her position with the company and may only be re-hired with the permission of the Publisher.

CAMPBELL RIVER COURIER-ISLANDER
a division of Vancouver Island Newspaper Group Inc.,
a division of Canwest Publishing Inc.

.....
For the Company

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA, LOCAL 2000

.....
For the Union

Dated this day of 20.....