

COLLECTIVE AGREEMENT

between

THE DAILY COURIER,

**a division of the Okanagan Valley Newspaper Group,
wholly owned by Continental Newspapers (Canada) Ltd.**

and

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

Effective June 6, 2008 to June 5, 2012



Table of Contents

| Article Heading | Article No. | | |
|-----------------------------|-----------------------|----------------------------|--------------------------|
| Accident Pay | Appendix A, 18 | New Employees | 2.03, 9.01 |
| Ad Builder | LOA#5 | New Processes | 3.02 |
| Annual Vacations | 18 | Non-Discrimination | 2.05 |
| Bereavement Leave | 22 | Article Heading | Article No. |
| Bulletin boards | 5.01 | Outside Activities | 14.01 |
| By-Lines | 12.01 | Overtime | 28, Appendix A, 7 |
| Call back | 33.01, Appendix A, 17 | Part-time | 39 |
| Champions | LOA#3 | seniority | 7.05 |
| Chapel Meetings | Appendix A, 13 | Paternity Leave | 21 |
| Coffee Breaks | 29.03 | Pension | 17.01, Appendix A, 19 |
| Contracting Out | 8.01 | Penticton Herald | LOA #1 |
| Corrections | 13.01 | Picket Lines | 4.02 |
| Daytime Hours | 27.02 | Pickups | Appendix A, 14 |
| Discrimination (non-) | 2.05 | Postings | 6.01 |
| Dental | 16.01 | Priority | Appendix A, 12 |
| Dismissal | 7.01, Appendix A, 3 | Probation | 10.01, 10.02 |
| Dues | 46.01 | Promotions | 38 |
| Employment Standards | 41.01 | Recall | 7.03 |
| Enhanced Severance | Appendix A, 23 | Restructuring of Penticton | LOA #1 |
| Exclusions | 2.01 | Seniority | 7.04, 7.05 |
| Expenses | 35.01 | Severance Pay | 7.02, Appendix A, 21, 23 |
| First Aid | 15.04 | Shift changes | 32 |
| First consider. for opening | 6.01 | Shift Differential | 27.03 |
| Foremen | 43.01, Appendix A, 11 | Sick Leave | 20.01 |
| Freelancers | 8.02-8.04 | Special protection | Appendix A, 22 |
| Full shift | Appendix A, 5 | Split shifts | 30 |
| General Laws | Appendix A, 2 | Statutory Holidays | 19.01 |
| Grievance procedure | 11.01 | Struck work | 4.01, Appendix A, 1.01 |
| Health and Safety | 15, Appendix A, 16 | Subcontracting | 8.01 |
| Higher Classifications | 34.01 | Submitted material | 8.05 |
| Hiring | 38 | Substitutes | Appendix A, 9 |
| Hours of Work | 27, Appendix A, 4 | Sundays and Holidays | Appendix A, 8 |
| Information | 9.01 | Superintendents | Appendix A, 11 |
| Job Postings | 6.01 | Suspensions | 7.01 |
| Jurisdiction | 2.01 | Swing shift | 30 |
| Jury Duty | 24.01 | Tech Change | 37 |
| Labour-Mgmt. Comm. | 3.01 | Temporary | 39 |
| Layoffs | 7.01 | Term | 1.01 |
| Leaves of Absence | 23 | Termination | 7.01 |
| Lower classifications | 34.02 | Training | 3.02, 3.03 |
| Lunch Break | 29 | Training Committee | 3.04 |
| MAILROOM | | Transfer | 38, 43 |
| Assignment of Work | 44.01 | Turnaround | 30 |
| Breaks | 29.04 | Union Laws | Appendix A, 2 |
| Miles, Rober | LOA#2 | Union protection | 2.04, Appendix A, 20 |
| Shift changes | 32.02 | Use of Material | 40 |
| Student inserters | 25.03 | Vacations | 18, Appendix A, 10 |
| Supervisor premium | 25.04 | Vehicle allowances | 36 |
| Training | 3.03 | Wages | 25, Appendix A, 4 |
| Vacations | 18.06 | Work Week | Appendix 1, 6 |
| Wickenheiser, Jacquie | LOA#4 | WCB | 16.02, Appendix A, 18 |
| Management Rights | 3.06, Appendix A, 15 | | |
| Maternity Leave | 21 | | |
| Medical Benefits | 16.01 | | |
| Merit Increases | 26.01 | | |
| Mileage | 36 | | |

COLLECTIVE AGREEMENT
between
THE DAILY COURIER
and
COMMUNICATIONS, ENERGY
and PAPERWORKERS
UNION OF CANADA, LOCAL 2000

Advertising, Accounting, Circulation, Editorial, Photography, Composing and Mail Room. The parties agree that Articles 29.01, 29.02, 29.03 and 32.01 shall not apply to Mail Room employees.

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

1.01 This collective agreement is made and entered into between the Daily Courier, a division of the Okanagan Valley Newspaper Group, wholly owned by Continental Newspapers (Canada) Ltd. (sometimes hereinafter called the Employer) through its authorized representatives and the Communications Energy and Paperworkers Union of Canada, Local 2000 (sometimes hereinafter called the Union) by its officers or a committee duly authorized to act on its behalf.

1.02 This agreement shall remain in full force and effect for a term of fort-eight months, beginning June 6, 2008 and ending June 5, 2012. If no agreement is reached prior to the expiration of this agreement, this agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Employer legally locks out the employees or a new agreement is signed.

1.03 Either party to this agreement may, at any time within four months immediately preceding expiry of the agreement, by written notice, require the other party to commence collective bargaining.

ARTICLE 2 – UNION JURISDICTION

2.01 The Employer agrees to employ only members of the Union to perform all work within the jurisdiction of the Union except as specified elsewhere in this agreement. The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Daily Courier except the Publisher, Vice-President (Operations), Advertising Manager, Advertising Manager/Special Projects, Advertising Manager/eVent, Classified Supervisor, Accountant, Confidential Secretaries, Circulation Manager, Assistant Circulation Manager, ADS Manager, Managing Editor, eVent Publisher/Manager, Managing Editor/News, Stringers, System Manager, Pre-Press Manager, Credit Manager, Financial Accountant, employees covered by a collective agreement between the Employer and C.E.P. Local 25G and Dependent Contractor Delivery Drivers.

2.02 The management recognizes the CEP as the sole collective bargaining agent for all the employees covered by this agreement.

2.03 The Employer agrees to advise any new employee hired during the currency of this agreement that a collective agreement is in force and the new employee shall be required to become a member on date of hire of the Union as a condition of employment. Present employees who have not become union members shall not be required to become members but shall be required to pay union dues.

2.04 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 collective agreement in accordance with the instructions of the Employer, but this shall not apply to infractions of Union Laws which are not involved with this collective agreement.

2.05 There shall be no discrimination on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, age or because of a criminal or summary conviction charge that is unrelated to the employment or intended employment.

ARTICLE 3 – LABOUR MANAGEMENT COMMITTEE

3.01 When new processes are introduced, the Labour Management Committee shall formulate training and retraining programs and procedures as needs may dictate. It will be the responsibility of this committee to create such training programs as will best meet the requirements of the newspaper. Nothing herein shall be construed so as to prevent or delay the installation or operation of new equipment, machinery or processes. The Employer will ensure that sufficient training is provided.

3.02 Mail Room employees will be trained before operating any equipment.

3.03 All training specifically required by the Company will be done on Company time and at Company expense.

3.04 The Union recognizes and agrees that it is the exclusive right of the Employer to manage its affairs; to manage its operation in all respects; to conduct its business efficiently.

ARTICLE 4 – STRUCK WORK

4.01 While this agreement is in force, no strike or lockout will take place.

4.02 No employees covered by this agreement shall be required to cross a legal picket line at the Employer.

ARTICLE 5 – BULLETIN BOARD

5.01 The Employer shall provide bulletin boards for the exclusive use by the Union. Bulletin boards will be located in all Editorial, Accounting, Circulation, Advertising, Composing and Mail Room departments.

ARTICLE 6 – JOB POSTING

6.01 The Employer will provide the Union shop steward with all job postings of openings for employment in a department. Such notice shall contain the wage rate and such other information which may be of assistance to employees. Current employees shall receive first consideration for openings within their department.

6.02 Notices shall be posted at least one week prior to the closing date for applications, except with prior agreement from the Union.

6.03 Job postings will be put on all Union bulletin boards.

ARTICLE 7 – LAYOFF AND SENIORITY

7.01 The Employer may terminate or suspend only for just cause. A suspension or dismissal shall be in writing and shall contain the reasons for the suspension or dismissal and shall be given to the employee concerned and to the Union if the employee so requests. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal within 72 hours. Either the Employer or the Union may carry the appeal to the grievance committee.

7.02 (a) In the event of a layoff of a full-time employee, severance pay shall be one week's pay per year of service to a maximum of 35 years with a minimum of \$14,000.

(b) Severance pay shall be paid within one week of layoff. If the employee is recalled (see subsection 7.03) the employee shall repay any unused portion of the severance pay or forfeit any right to recall by seniority. This determination to be made by the employee.

7.03 If it becomes necessary to reduce the workforce, the qualified person with the lowest seniority within a department shall be the first to be laid off. The person(s) laid off shall be reinstated in the department from which laid off, if available, in reverse order to which they were laid off. This recall shall be available for a one-year period and if recall notice is given, it shall be by registered mail to the last known address. If no affirmative reply is received within ten (10) days of mailing, all recall rights are deemed to have been waived.

7.04 Seniority is defined as the length of time an employee has been continuously employed at the Daily Courier since the employee was last hired. Separate seniority lists shall be established for the Advertising Representatives of the Daily Courier and the Weeklies.

7.05 Seniority shall be based on continuous service, calculated from the date of hire, including probation.

Effective June 6, 2005, Seniority shall be based on continuous service, calculated from the date of hire, including probation. Seniority ranking for part-timers hired prior to June 6, 2005 will be pro-rated according to the number of hours worked up until that date. That ranking order will be maintained. For all Mail Room employees, seniority shall be determined by the employee's date of hire.

ARTICLE 8—SUBCONTRACTING/OUTSIDE SOURCES

8.01 The Employer agrees it will not subcontract any work that will result in the layoff of regularly employed employees, or a reduction in the bargaining unit staff.

8.02 Freelancers shall not be used when such use would result in the dismissal or reduction of hours of a full-time employee.

8.03 Stringers/freelancers are defined as people who are not regular employees but who may submit written or photographic material on a regular or occasional but limited basis.

8.04 Freelancers will not use any equipment owned or provided by the Company.

8.05 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.

ARTICLE 9 — INFORMATION

9.01 The Employer shall supply the Union the following information for each new employee hired on date of hire: name, address, date of hiring, job classification, experience rating and anniversary date.

The Company shall inform the Union in writing of any new employee hired on the day they are hired which shall include their

rate of pay, grid level and vacation entitlement.

ARTICLE 10 — PROBATION

10.01 A newly hired employee shall be considered probationary until the employee has completed sixty-five (65) days of work for the Employer. Management shall use this opportunity to assess the ability of the employee to perform at standards acceptable to the Employer. In the event a probationary employee is discharged, it is agreed that such discharge shall be for just cause. Upon successful completion of their probationary period, seniority will be retroactive to the date of employment.

10.02 The probationary period may be extended to 90 working days, with the agreement of the union.

ARTICLE 11 — GRIEVANCE PROCEDURE

11.01 (a) Should a dispute arise regarding the application, operation, interpretation or alleged violation of this collective agreement, an earnest effort shall be made to settle the dispute in the following manner:

(b) In the event of an employee grievance, the employee concerned shall, within three (3) working days of the cause of the dispute, seek to settle the dispute with their immediate supervisor. At the request of the employee or the Supervisor the shop steward shall attend the grievance meeting.

(c) The Supervisor must meet within three (3) working days of the meeting being requested or as soon thereafter as is reasonable. The Supervisor must reply in writing within a further three (3) working days after the meeting.

(d) If within that time no agreement has been reached the matter may be submitted to the grievance committee in accordance with the provisions of this section.

(e) Any grievance must be presented to the grievance committee in writing, within fifteen (15) working days of the cause of the complaint, setting forth the grounds for the complaint and the provision or provisions of the collective agreement which are alleged to have been violated, together with the remedy sought.

(f) A grievance committee shall be maintained to consist of two representatives of the Employer and two representatives of the Union. The Union shall appoint its own members to the committee. Such grievance committee shall meet within five (5) working days after any question or difference has been referred to it, and shall render a decision within ten (10) working days and such decision shall be binding upon both parties.

(g) If the grievance committee cannot reach an agreement on the question or difference referred to it, at the request of either party hereto, the matter shall be referred to an arbitrator, chosen from a list of arbitrators whose names have been agreed to by the Employer and the Union.

(h) The decision of the arbitrator shall be binding upon both parties.

(i) The cost of the arbitrator shall be borne equally by both parties.

(j) If no written request for arbitration is received within ten (10) working days after the decision of the grievance committee is given, the grievance shall be deemed to have been settled.

(k) Time limits set out above are mandatory but may be extended by mutual agreement.

ARTICLE 12 – BY-LINES

12.01 By-lines and photo credit lines will only be used where there is mutual consent of both the employee and the Employer.

12.02 Significant changes in the story written by an employee shall be brought to their attention prior to publication. If the employee cannot be contacted, no by-line will be used.

ARTICLE 13 – CORRECTIONS

13.01 The Employer will not publish a correction, apology, or letter referring to an employee's work until every reasonable effort has been made to discuss the matter with the employee. Editing errors will be identified as such.

ARTICLE 14 – OUTSIDE ACTIVITIES

14.01 Employees shall be free to engage in any activities outside of working hours, provided such activities do not consist of service performed for publications or broadcasting in competition with the Newspaper, unless prior permission from the Publisher has been obtained in writing.

ARTICLE 15 – HEALTH & SAFETY

15.01 The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work.

15.02 Any employee required by applicable legislation to take a first aid course will be compensated for their time and cost of the course, provided the employee attends all sessions of the course, except for a valid reason (i.e. sickness, jury duty, bereavement, etc.).

ARTICLE 16 – MEDICAL BENEFITS ETC.

16.01 The Employer agrees to the current benefit payment levels for employees covered by this collective agreement. The Employer agrees to continue the Printing Industry Health and Welfare Plan.

The following is a summary of benefits which will be provided:

(a) For employees and dependents:

Medical Services Plan

Effective January 1, 2001. Dental — Printing Industry Health & Welfare Plan, 80% A, 50% B, 50% C. Orthodontics is for dependent children only. (\$2,000 lifetime limit).

Extended Health Care:

- \$25 deductible per calendar year (whether single or family)
- 100% of emergency expenses while travelling outside of the province or Canada.
- 80% of the first \$1,000 of all other eligible expenses, 100% thereafter
- \$1 million lifetime maximum benefit
- Vision care \$350 maximum every 2 years. towards the cost of eye glasses and lenses, which can also be used towards the cost of laser surgery and eye examinations. \$25.00 deductible/80% co-insurance.

(b) Employees only

Weekly Indemnity:

- 60% of weekly earnings to a maximum of \$448.00 per week.
- The benefit is payable from the first day disabled due to an accident or from the fourth day disabled due to illness.

Payments will continue while you are disabled for a maximum of 52 weeks.

Long Term Disability:

- \$1,500 per month
- Monthly benefit cannot exceed 75% of normal earnings
- Monthly benefit is payable after expiration of Weekly indemnity benefits.
- Payments will continue to age 65 provided you are totally disabled.

Group Life:

- \$25,000
- Benefit reduces by 50% at age 65 and terminates at age 70

Accidental Death & Dismemberment:

- \$25,000
- Scheduled amounts for dismemberment, loss of speech, hearing, etc.
- Benefit reduces by 50% at age 65 and terminates at age 70

Cost of all premiums will be paid 85% by the Employer and 15% by the employee.

16.02 In the case of a compensable accident, the Employer will pay 100 per cent of an employee's net wages, less any amount recovered by the employee from WCB.

ARTICLE 17 – PENSION PLAN

17.01 CEP MULTI-EMPLOYER PENSION PLAN

All unionized employees shall become members of the CEP multi-employer pension plan effective January 1, 1999. Contributions shall commence retroactively once the probationary period has been successfully completed.

(a) The Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan) \$8.20 per shift (\$10.25 per shift for employees working the 4-day week), effective June 6, 2008; \$8.70 per shift effective June 6, 2010 (\$10.87 per shift for employees working the 4-day week); 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). 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.

ARTICLE 18 — ANNUAL VACATIONS

18.01 (a) Employees who have less than one (1) years service shall receive one (1) days holiday with pay for each sixteen (16) shifts worked, or major fraction thereof.

(b) Employees having one (1) or more years service shall be entitled to fifteen (15) days vacation with fifteen (15) days pay provided they have worked a minimum one hundred and sixty-five (165) shifts for the Employer. Such employees working less than one hundred and sixty-five (165) shifts shall receive one days holiday with pay for each eleven (11) shifts worked, or major fraction thereof.

(c) Employees having seven (7) or more years service shall be entitled to twenty (20) days vacation with twenty (20) days pay provided they have worked a minimum one hundred and sixty-five (165) shifts for the Employer. Such employees working less than one hundred and sixty-five (165) shifts shall receive one days holiday with pay for each eight (8) shifts worked, or major fraction thereof.

(d) Employees having fourteen (14) or more years service shall be entitled to twenty-five (25) days vacation with twenty-five (25) days pay provided they have worked a minimum one hundred and sixty-five (165) shifts for the Employer. Such employees working less than one hundred and sixty-five (165) shifts shall receive one days holiday with pay for each seven (7) shifts worked, or major fraction thereof.

18.01 (e) Employees having twenty-five (25) or more years service shall be entitled to thirty (30) days vacation with thirty (30) days pay provided they have worked a minimum one hundred and sixty-five (165) shifts for the Employer. Such employees working less than one hundred and sixty-five (165) shifts shall receive one days holiday with pay for each six (6) shifts worked, or major fraction thereof.

18.02 Employees shall receive one day's vacation credit for each day lost due to personal illness but excluding absence which is compensated under the Long Term Disability Plan for more than one year, while on jury duty, while in receipt of Workers Compensation, while acting for the Union on Company-Union business.

18.03 The vacation pay scale in each case shall be the straight

time rate including bonuses or premiums, if any, currently paid to the employee, or two per cent (2%) of the previous year's T4 slip (excluding taxable benefits) for each week of vacation, whichever is greater.

18.04 The Company will provide a list of all outstanding time under this section on January 15 of the year following. All unused time must be taken by the end of February.

18.05 Employees may select their vacation schedule according to their seniority providing such vacation does not interfere with the efficient operation of their department as determined by Management. Vacations not booked by April 15 of each year will not be subject to seniority claims.

18.06 The provisions of Articles 18.01 through 18.05 apply to regular part-time Mail room employees on a prorated basis. The formula to be used to calculate part-time employee vacation pay entitlement will be:

$$\frac{\text{(total number of hours paid in previous 12 months)} \times \text{vacation entitlement}}{\text{(annual full-time hours) expressed in hours} \times \text{wage rate}}$$

(e.g. re: vacation entitlement — 15 days x 7.5 hours; or 20 days x 7.5 hours or 2.5 days x 7.5 hours)

It is understood that part-time employees shall be entitled to vacation leave consistent with the time away from work for full-time employees.

18.07 Employees will be permitted to take only two weeks, chosen by seniority, during the prime summer vacation period of July 1 through Labour Day, unless there are still weeks open after everyone in their holiday pool has already selected their vacation time during the prime summer period.

18.08 The holiday calendar will be posted in each department no later than Jan. 15 of each year.

18.09 No employee shall be required to report for work during their vacation period.

ARTICLE 19 — GENERAL HOLIDAYS

19.01 The Employer shall give to each employee a holiday with pay on each of the following Statutory Holidays:

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

plus the employee's birthday and any other general holiday declared, proclaimed or celebrated by the Federal or Provincial Government.

19.02 For work performed on the holiday, an employee shall be paid at one and one-half times the employee's basic rate of pay. In addition, the employee will have a day in lieu, with pay, which may be taken at a mutually agreeable time.

19.03 Should a holiday fall on an employee's regular day off, he/she shall be paid for this day off or get another day off at a mutually agreeable time. The option shall be the employee's.

19.04 When a holiday falls within an employee's scheduled vacation, he/she shall receive a day off with pay to be taken at a mutually agreeable time.

19.05 The Company will provide a list of all outstanding time under this section on January 15 of the year following. All unused time must be taken by the end of February.

19.06 Employees required to work on Dec. 25th (Dec. 24th for the night shift) will be allowed to leave work once their work is completed and with the approval of their supervisor with no loss in pay or compensation.

ARTICLE 20 – SICK LEAVE

20.01 (a) Employees who have one year's service shall be entitled to sick leave of one (1) week; employees who have worked two (2) years shall be entitled to two (2) weeks each year with regular pay. Other employees shall be entitled to one day's sick benefits for each 52 days worked provided they would normally have been employed on the day they were sick.

(b) In the event that the full period of sick leave in any one year is not used up, such unused periods of sick leave shall be accumulative up to a period of 30 shifts.

20.01 (c) Payment for sick leave shall not be automatic but shall be made only on application by the employee together with a doctor's certificate or supervisor's recommendation. If the Company requires a Doctor's certificate for a sick claim, then the Company shall be responsible for any fee charged for the certificate.

(d) Accumulated sick leave may be used (at the employee's option) to make up the difference between the weekly benefits received and the employees normal take home pay.

(e) In any event any combination of payments under this section and any other benefit plan shall not exceed 100% of normal wages.

(f) Sick leave can be used to tend for sick children, step-children, spouse, common-law spouse, in-laws, parents or step-parents who live in the employee's home.

ARTICLE 21 – M(P)ATERNITY LEAVE

21.01 M(p)aternity leave shall be in accordance with the Employment Standards Act of British Columbia.

21.02 When the employee returns to active employment after m(p)aternity leave, (s)he shall be reinstated at the same or comparable position, with no loss in seniority or continuity of service.

21.03 Fathers may use up to five (5) days of sick leave for paternity leave between the time labour starts and one month after birth.

ARTICLE 22 – BEREAVEMENT LEAVE

22.01 A regular employee will be granted four (4) days leave with pay (but employees may choose to take fewer days) for the purpose of making funeral arrangements and/or attending said funeral in the event of the death of a member of the immediate family which includes all in-laws. The term "immediate family" shall mean: mother, father, step-parents, sister, brother, son, daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. One additional day will be added for an out of province funeral. In the event of the death of an employee's spouse, or children, the employee shall be granted five days' paid leave.

ARTICLE 23 – LEAVES OF ABSENCE

23.01 Leaves of absence without pay may be granted by Management for good and sufficient cause.

23.02 All conditions of the leave and the return to work must be in writing and agreed to by both parties before the leave is effective.

23.03 Failure to return to work from a leave of absence upon its expiry date shall be considered a voluntary resignation, unless such

date has been extended by mutual agreement of Management and the employee.

23.04 Although a leave of absence will not break seniority standing (an employee's continuous service) there shall be no accrual of vacation credits or any obligation on the part of the Employer to maintain or incur any costs on behalf of the leave taker.

23.05 If an employee is elected or appointed to a Local 2000 Table Officer position, upon the member's request, s/he shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave. Only one employee of the Okanagan Valley Newspaper Group will be entitled to such leave at any one time.

ARTICLE 24 – JURY DUTY

24.01 An employee called for jury service or as a crown witness under subpoena shall receive the difference between the jury duty or witness rate and the amount of straight-time earnings lost by reason of such service. To qualify, an employee must produce proof that his/her absence was due to serving as a juror or witness and he/she must make themselves available for work whenever excused for jury duty for one-half (1/2) day or more.

ARTICLE 25 – WAGES

25.01 Effective June 6, 2005, rates of wages per hour shall be as follows:

| | 6/6/08 | 6/6/09 | 6/6/10 | 6/6/11 |
|---------------------------|--------|--------|--------|--------|
| City Editor (120%) | | | | |
| 5 yr (100%) | 30.94 | 31.71 | 32.51 | 33.48 |
| 4 yr (92.5%) | 28.62 | 29.34 | 30.07 | 30.97 |
| 3 yr (85%) | 26.30 | 26.96 | 27.63 | 28.46 |
| 2 yr (77.5%) | 23.98 | 24.58 | 25.19 | 25.95 |
| 1 yr (70%) | 21.66 | 22.20 | 22.75 | 23.44 |
| Start | 19.34 | 19.82 | 20.32 | 20.93 |

| | | | | |
|--|-------|-------|-------|-------|
| Sports Editor, Lifestyles Editor (109%) | | | | |
| 5 yr (100%) | 28.10 | 28.81 | 29.53 | 30.41 |
| 4 yr (92.5%) | 26.00 | 26.65 | 27.31 | 28.13 |
| 3 yr (85%) | 23.89 | 24.48 | 25.10 | 25.85 |
| 2 yr (77.5%) | 21.78 | 22.33 | 22.88 | 23.57 |
| 1 yr (70%) | 19.67 | 20.16 | 20.67 | 21.29 |
| Start | 17.56 | 18.00 | 18.45 | 19.01 |

| | | | | |
|---|-------|-------|-------|-------|
| Jr. Editors, Weeklies Editor, Copy Editor, Photo Editor (102%) | | | | |
| 5 yr (100%) | 26.30 | 26.96 | 27.63 | 28.46 |
| 4 yr (92.5%) | 24.33 | 24.93 | 25.56 | 26.32 |
| 3 yr (85%) | 22.35 | 22.91 | 23.49 | 24.19 |
| 2 yr (77.5%) | 20.38 | 20.89 | 21.41 | 22.06 |
| 1 yr (70%) | 18.41 | 18.87 | 19.34 | 19.92 |
| Start | 16.44 | 16.85 | 17.27 | 17.79 |

| | | | | |
|-------------------------------------|-------|-------|-------|-------|
| Reporter/Photographer (100%) | | | | |
| 5 yr (100%) | 25.78 | 26.43 | 27.09 | 27.90 |
| 4 yr (92.5%) | 23.85 | 24.45 | 25.06 | 25.81 |
| 3 yr (85%) | 21.92 | 22.46 | 23.03 | 23.72 |
| 2 yr (77.5%) | 19.98 | 20.48 | 20.99 | 21.62 |
| 1 yr (70%) | 18.05 | 18.50 | 18.96 | 19.53 |
| Start | 16.11 | 16.52 | 16.93 | 17.44 |

Graphic Artist, AdMaker (85%)

| | | | | |
|--------------------|-------|-------|-------|-------|
| 4 yr (100%) | 21.92 | 22.46 | 23.03 | 23.72 |
| 3 yr (92.5%) | 20.27 | 20.78 | 21.30 | 21.94 |
| 2 yr (85%) | 18.63 | 19.09 | 19.57 | 20.16 |
| 1 yr (77.5%) | 16.98 | 17.41 | 17.84 | 18.38 |
| Start..... | 15.34 | 15.72 | 16.12 | 16.60 |

Weekly Advertising Sales Staff, Circulation Representative, Clerk I

(National/Traffic Clerk, A/R Supervisor, Sr. Circulation Clerk): (80%)

| | | | | |
|--------------------|-------|-------|-------|-------|
| 4 yr (100%) | 20.63 | 21.14 | 21.67 | 22.32 |
| 3 yr (92.5%) | 19.08 | 19.56 | 20.05 | 20.65 |
| 2 yr (85%) | 17.53 | 17.97 | 18.42 | 18.97 |
| 1 yr (77.5%) | 15.99 | 16.39 | 16.80 | 17.30 |
| Start..... | 14.44 | 14.80 | 15.17 | 15.62 |

Technician, Editorial Assistant (75%)

| | | | | |
|--------------------|-------|-------|-------|-------|
| 4 yr (100%) | 19.34 | 19.82 | 20.32 | 20.93 |
| 3 yr (92.5%) | 17.89 | 18.33 | 18.79 | 19.36 |
| 2 yr (85%) | 16.44 | 16.85 | 17.27 | 17.79 |
| 1 yr (77.5%) | 14.99 | 15.36 | 15.75 | 16.22 |
| Start..... | 13.54 | 13.87 | 14.22 | 14.65 |

Clerk II (Classified Clerk, Bureau Clerk, Circulation Clerk, Accounting Clerk, Copy Input Clerk): (72.5%)

| | | | | |
|--------------------|-------|-------|-------|-------|
| 4 yr (100%) | 18.69 | 19.16 | 19.64 | 20.23 |
| 3 yr (92.5%) | 17.29 | 17.72 | 18.17 | 18.71 |
| 2 yr (85%) | 16.00 | 16.40 | 16.81 | 17.32 |
| 1 yr (77.5%) | 14.49 | 14.85 | 15.22 | 15.68 |
| Start..... | 13.08 | 13.41 | 13.75 | 14.16 |

Proofperson, Receptionist: (65%)

| | | | | |
|--------------------|-------|-------|-------|-------|
| 3 yr (100%) | 16.76 | 17.18 | 17.61 | 18.14 |
| 2 yr (92.5%) | 15.50 | 15.89 | 16.29 | 16.78 |
| 1 yr (85%) | 14.25 | 14.60 | 14.97 | 15.42 |
| Start..... | 12.99 | 13.31 | 13.65 | 14.06 |

Wages for Mail Room employees shall be as follows:

| | | | | |
|--|-------|-------|-------|-------|
| Insertor | 10.03 | 10.54 | 11.06 | 11.65 |
| Insertor after 5 years | 10.09 | 10.65 | 11.22 | 11.86 |
| Mailer/Operator | 10.58 | 11.20 | 11.84 | 12.51 |
| Maintenance/warehouse Shipper/Receiver: | | | | |

Assistant Mechanic Operator:

| | | | | |
|---------------------|-------|-------|-------|-------|
| 4 yr (100%) | 16.79 | 17.21 | 17.64 | 18.17 |
| 3.5 yr (95%) | 15.95 | 16.35 | 16.76 | 17.26 |
| 3 yr (90%) | 15.10 | 15.48 | 15.86 | 16.34 |
| 2.5 yr (85%) | 14.27 | 14.62 | 14.99 | 15.44 |
| 2 yr (80%) | 13.43 | 13.76 | 14.11 | 14.53 |
| 1.5 yr. (75%) | 12.59 | 12.90 | 13.22 | 13.62 |
| 1 yr (70%) | 11.75 | 12.04 | 12.34 | 12.71 |
| 6 mos (65%) | 10.92 | 11.19 | 11.47 | 11.81 |
| Start (62.5%) | 10.50 | 10.76 | 11.03 | 11.36 |

Mechanic Operator:

| | | | | |
|---------------------|-------|-------|-------|-------|
| 4 yr (100%) | 23.75 | 24.34 | 24.95 | 25.70 |
| 3.5 yr (95%) | 22.57 | 23.13 | 23.71 | 24.42 |
| 3 yr (90%) | 21.38 | 21.92 | 22.46 | 23.14 |
| 2.5 yr (85%) | 20.19 | 20.70 | 21.21 | 21.85 |
| 2 yr (80%) | 19.00 | 19.48 | 19.97 | 20.56 |
| 1.5 yr. (75%) | 17.81 | 18.26 | 18.72 | 19.28 |
| 1 yr (70%) | 16.64 | 17.05 | 17.48 | 18.00 |

| | | | | |
|---------------------|-------|-------|-------|-------|
| 6 mos (65%) | 15.44 | 15.82 | 16.22 | 16.70 |
| Start (62.5%) | 14.84 | 15.21 | 15.59 | 16.06 |

25.02 Wages will be paid by 9 a.m. every second Friday by electronic funds transfer.

25.03 The Company may employ student casual inserters and maintain a work schedule separate from that of the regular inserters. It is understood that casual inserters will not be used to replace regular inserters whose employment was terminated.

25.04 Employees in the Mail Room who act for the Supervisor will receive 10% above their base rate.

ARTICLE 26 – MERIT INCREASES

26.01 Nothing within this collective agreement shall prohibit the Employer from granting, or an employee receiving, merit wages in excess of the amounts set forth in the wage section of this agreement. Nothing within this collective agreement shall prohibit the Employer from withdrawing merit wages with two months' notice when in the Employer's opinion such are not warranted.

ARTICLE 27 – HOURS OF WORK

27.01 For regular full-time employees, the workday shall be seven and one-half (7 1/2) hours, five days shall constitute a week's work.

27.02 All work performed in daytime to be paid at daytime rate. Daytime hours are defined in each department as follows:

| | |
|-----------------------------------|------------------------|
| Editorial..... | 5:00 a.m. to 6:00 p.m. |
| Circulation Representatives | 5:30 a.m. to 8:00 p.m. |
| Circulation Clerks | 5:00 a.m. to 6:00 p.m. |
| Advertising | 7:00 a.m. to 6:00 p.m. |
| Accounting..... | 7:00 a.m. to 6:00 p.m. |

27.03 For all hours worked outside daytime hours a shift differential of one dollar (\$1.00) per hour shall be paid in addition to the straight time or overtime pay. If the majority of the shift is worked outside of daytime hours, then the whole shift will be paid at the higher rate of pay.

ARTICLE 28 – OVERTIME

28.01 For regular full-time, part-time and temporary employees, all work in excess of seven and one-half (7 1/2) hours in any one working day must be paid for at time and one half the regular rate of pay. At the employee's choice, overtime can be taken in cash or in time off. The choice must be made by the Friday of the week in which overtime is worked. The Company will provide a list of all outstanding time under this section on January 15 of the year following. All unused time must be taken by the end of February. Overtime must be authorized by the appropriate department manager.

28.02 All work performed in excess of the standard five-day week shall be paid for at the overtime rate of pay.

ARTICLE 29 – LUNCH/COFFEE/DINNER TIME

29.01 A lunch period of at least 30 minutes and not more than one (1) hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's work.

29.02 The lunch period shall not be more than 4 1/2 hours or less than 3 hours from the commencement of the shift.

29.03 A fifteen (15) minute paid break will be allowed in the first and second half of each full shift.

29.04 Mail Room employees shall be entitled to the following breaks:

Employees working four hours — one paid 15-minute break.

Employees working six hours — two paid 15-minute breaks.
 Employees working seven and one-half hours — three paid 15-minute breaks.

Breaks shall be taken approximately every two hours, provided that production is not interrupted. If the 15-minute breaks don't occur, an equivalent amount of time will be added to the paid hours worked.

The parties hereby agree that the above breaks do not replace an unpaid lunch break, as per the Employment Standards Act.

ARTICLE 30 — TURNAROUND/SWING

30.01 Where less than 9 hours have elapsed between regularly scheduled shifts, overtime rates of pay will be paid for all hours worked within the 9 hour turnaround period.

30.02 An employee will not be required to work permanent full weekend shifts.

ARTICLE 31 — SPLIT SHIFTS

31.01 Employees will not be required to work more than two split shifts per week.

31.02 A day's work cannot be split into more than two work periods.

ARTICLE 32 — SHIFT CHANGES

32.01 An employee shall be given 24 hours notice of a change in starting time. For Editorial employees, every effort shall be made to give an employee 24 hours' notice of a change in starting time or, on the previous day, if they will be required to work a split shift.

32.02 Mail Room employees will be given six hour's notice of a change in starting time and will be paid overtime at the rate of time and one-half for the first two hours only if such notice is not given.

32.03 Notification of permanent shift changes, without the employee's consent, of more than one hour will require two week's notice before the change will happen.

ARTICLE 33 — CALL BACK

33.01 Employees shall receive five dollars (\$5) call back pay plus a minimum of two hours pay at overtime rates if required to return to work after their regular shift has ended.

ARTICLE 34 - WORKING AT HIGHER CLASSIFICATIONS

34.01 An employee performing a higher classification job shall receive the rate for the higher classification work while so employed.

34.02 No employee shall receive a reduction in salary when temporarily assigned to a lower classification.

ARTICLE 35 — EXPENSES

35.01 The Employer agrees to pay all pre-approved, legitimate expenses incurred in the service of the Employer.

ARTICLE 36 — VEHICLE ALLOWANCES

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

36.02 Employees shall be compensated for the use of an automobile authorized by the Employer at the rate according to the grid below of 29 cents per kilometre driven while on work related business but at no time will the mileage rate fall below 29 cents per kilometre.

| Fuel Price Range/Litre | Rate per Km. |
|------------------------|--------------|
| 95-99.9 | \$0.2900 |
| 1.00-1.04.9 | \$0.295 |

| | |
|-----------|---------|
| 105-109.9 | \$0.30 |
| 110-114.9 | \$0.305 |
| 115-119.9 | \$0.31 |
| etc. | |

When gasoline prices change, the posted price will be checked on the first Tuesday of each month. If prices vary between stations, an average will be taken between three gas stations in the immediate vicinity of the Daily Courier as agreed to by local Union and Company representative. This price will prevail for the entire month.

36.03 Employees shall fill out and submit a mileage report to the appropriate department manager no less than one time per month and no more than two times per month. Expense re-imburement by the Company shall be made in a timely fashion.

36.04 Employees hired in the following positions acknowledge that having a suitable vehicle with unlimited access to said vehicle is a condition of employment for all employees in the following classifications: Circulation District Manager, Reporters, Photographers, Display Advertising Sales Reps. In the event of a vehicle breakdown, it is agreed that there will be a 60-day period for the employee to find other suitable transportation.

36.05 In no case is the Employer obligated to provide any vehicles for employee use.

ARTICLE 37 — TECHNOLOGICAL CHANGE

37.01 If an employee is laid off as a direct result of the introduction of major innovative change in equipment or technology used by it in its operations, and such layoff will occur within six (6) months of the change, the Employer shall give the employee and the Union at least four (4) months advance notice of such introduction. During this period the Employer and the Union shall meet to discuss ways and means of reducing the impact of such change.

The Employer agrees that if it becomes necessary to terminate the employment of any member due to technological change, said displaced member shall receive a lump sum payment equal to one week's salary for each year of service to a maximum of thirty-five (35) years with a minimum of \$14,000 in addition to all other credits due.

ARTICLE 38 — HIRING AND PROMOTION

38.01 No employee shall in any way be penalized for refusing to accept a promotion or transfer.

38.02 The Management agrees to recognize and carry out in practice, whenever feasible and in its best interest the principle of promotion of staff members.

38.03 An employee who is promoted to another occupation will be given a 65 working day probationary period (which may be extended to 90 working days, with the agreement of the union) in the new occupation. If either Management or the employee conclude the employee is unsuitable for the occupation, the employee shall be returned to the former occupation.

ARTICLE 39 — PART TIME AND TEMPORARY EMPLOYEES

39.01 A part-time employee is one who is hired to work regularly less than 75 per cent of the work week provided for in this collective agreement. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed six (6) months except for maternity/paternity relief, which may be 12 months. The Union shall be notified in writing as to the nature of such project or its duration.

Part-time and temporary employees shall not be employed where, in effect, such employment would substitute for (except for employees on sick leave, vacation or written leave of absence), eliminate or displace a regular or full-time employee.

Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

Part-time employees shall be given first opportunity to apply for full-time positions.

Part-time and temporary employees shall be on probation for 66 days work (with "one day" defined as 7.5 hours of work).

ARTICLE 40 — USE OF MATERIAL

40.01 On the basis of the rates of compensation established in this collective agreement, 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 Employer.

ARTICLE 41 — EMPLOYMENT STANDARDS

41.01 The provisions of the B.C. Employment Standards Act regarding minimum standards will apply.

ARTICLE 42 — TRANSFERS

42.01 Any employee transferring to a new position shall retain the same anniversary date and seniority as they held previously for service credit purposes.

ARTICLE 43 — FOREMAN

44.01 Article 11 of Appendix "A" will apply to a Superintendent or foreman of the Composing Room not covered by Appendix "A" of this collective agreement.

ARTICLE 44 — ASSIGNMENT OF MAIL ROOM WORK

44.01 Shifts will rotate through the seniority list in each classification. If an employee is unable or declines to work a shift and as a result an insufficient number of employees accept shifts on a particular day, then employees with the least seniority shall be required to work.

44.02 The present practise in which employees may trade shifts will continue.

ARTICLE 45 — APPENDIX "A"

45.01 Appendix "A" attached hereto forms part of this collective agreement.

ARTICLE 46 — DUES CHECK-OFF

46.01 (a) The Company shall honour a dues checkoff authorization in favour of the Union executed by any employee in accordance with the provisions of applicable labour legislation of British Columbia.

Assignment and Authorization to Check-off
Communications, Energy and Paperworkers Union of Canada, Local
2000 Dues

To:

I hereby assign to the Communications, Energy and Paperworkers Union of Canada, Local 2000 and authorize you to deduct 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 monthly the amount deducted to the Communications, Energy and Paperworkers Union of Canada, Local 2000.

Employee's Signature.....

Date.....

IN WITNESS WHEREOF, we have hereunto set our hands

this.....day of.....,

.....
For the Employer

.....
For the Union

LETTER OF AGREEMENT No. 1

RESTRUCTURING OF THE PENTICTON HERALD

In the event of either a closure or restructuring, as per the definition of Section 54 of the Labour Code, of the Penticton Herald resulting in loss of employment for employees, the Employer agrees to give first right of refusal jobs available at the Kelowna Daily Courier in the employees' department. The Employer further agrees that said employees have a one year period to such employment. Where an employee who has accepted severance pay, then wishes to claim employment under this letter of agreement, Articles 7.02 (b) and 7.03 shall apply, as if they were under recall. However, this in no way disqualifies said employees from accepting the severance under their collective agreement. In the event an employee at the Daily Courier is laid off, the first right of refusal belongs to the most senior employee from either Kelowna or Penticton. The above applies only to employees of record at the date of ratification.

Dated this.....day of.....,

.....
For the Employer

.....
For the Union

LETTER OF AGREEMENT No. 2

Re: ROBERT MILES

Effective April 18, 1997, Robert Miles shall receive \$8.96 per hour plus any subsequent negotiated increases for as long as he is employed as a mailer/operator.

Dated this day of,

For the Employer

.....
For the Union

LETTER OF AGREEMENT No. 3

Re: LORNE WHITE'S CHAMPIONS SECTION

It is agreed that Lorne White, will be allowed to continue producing the Champions section as a freelancer on a without prejudice or precedent basis.

It is further agreed that:

- The volume of material provided by Lorne will not dramatically increase over what it has averaged from September 1999 to March 9, 2001. Any expansion of that section from its current size will be done using union members.
- If Lorne stops producing the Champions section for whatever reason and the company chooses to continue with that section, or similar section, that work will be done by union members.

Dated this day of,

For the Employer

.....
For the Union

**LETTER OF AGREEMENT #4
Advertising Commission Plan**

COMMISSION RATES

The Daily Courier – Display Advertising Sales Representatives
10% commission paid on Display Advertising, Preprints and selected National accounts as determined by management in all Okanagan Valley Newspaper Group publications.
3% commission paid on display classified advertising sold and booked by the salesperson.
Any unpaid ads such as; contra, sponsorship, promotional, make goods will not be paid commission.

Westside Weekly - Display Advertising Sales Representatives
15% commission paid on all Westside Weekly ROP and Westside Weekly Preprints.
10% commission paid on Display Advertising, Preprints and selected National accounts as determined by management in all Okanagan Valley Newspaper Group publications.
3% commission paid on display classified advertising sold and booked by the salesperson.
Any unpaid ads such as; contra, sponsorship, promotional, make goods will not be paid commission.

All sales representatives will be paid on a straight commission plan, rates as outlined above.

There will be no outside sales representative on salary remuneration with the exception of the Vernon Daily Courier salesperson who will be paid according to the sales rep grid in the collective agreement.

SALES LISTS

The company retains the right to manage these sales lists to maintain the integrity of the business. The company has the right and discretion to assign to any rep any new client regardless of geographical location.

The current system of protected sales lists, with general geographic areas, will continue.

The transfer of any account worth more than \$5,000 a year will only be done in consultation with the affected sales reps and the existing practice of “trade-offs”, where appropriate, will continue. Final decisions will be made at the discretion of management.

CREDIT & CHARGE BACK POLICY

The Okanagan Valley Newspaper Group credit policy must be strictly adhered to. Any unauthorized deviation from this policy will result in the revenue amount from that account to be charged back against gross revenues for that payroll period.

All revenue credits issued to accounts will be charged back to the salesperson except in cases where it is deemed out of the salesperson’s control. All credits will be reviewed at the end of each month by the Advertising Manager, General Manager and/or Publisher. A copy of the credit will be returned to the salesperson indicating the amount of the charge back.

Only the Publisher or Director of Finance may authorize extended credit or reinstatement of credit privileges. Any revision to the credit policy will come from the Publisher’s office with 10 days written notice of those changes.

If a dispute arises between a client and the sales rep, charge backs will be given to the rep if no proof has been signed off by the client.

NEW ACCOUNTS

New accounts, customers at the counter or on the phone will be distributed in a fair and equitable manner as outlined in the Account Assignment Policy Memo dated Oct. 13, 2005.

NEW HIRES

Any salesperson hired will automatically be on the straight commission plan.

While the company retains the right to increase the number of sales staff as needed to serve customer’s needs, it will make every effort to ensure that the sales team’s annual earnings continue to grow and the company will not dilute the sales team through excessive additional hires.

VACATION/SICK PAY

Sales reps will be paid commission on any ads on their sales lists that run while they are away on vacation plus 2% of the previous year’s earnings for each week of vacation, paid when they take vacation.

Dated this day of,

For the Employer

.....

For the Union

.....

The aforementioned terms of the Vacation Credit Protocol shall continue in force and effect unless and until they are modified or extinguished by mutual agreement between the Employer and the Union.

Dated this day of,

**LETTER OF AGREEMENT #5
VACATION SICK LEAVE PROTOCOL**

The Parties agree that Article 18.02 shall be administered in accordance with this Vacation Credit Protocol, the terms and conditions of which are as follows:

Employees seeking to avail themselves of the vacation credit shall be required to contact their immediate supervisor or, alternatively, the Publisher or VP of Operations, within two (2) business days of their return to the workplace or they will waive any claim to vacation credit under Article 18.02;

Such employees will also be required to submit a doctor's certificate (in the same form and manner as described in Article 20, Sick Leave) to the management person and within the time period identified in (a), above, that describes that they were suffering from a personal illness during the period of their vacation. Failure to furnish said doctor's certificate in the manner and within the time frame required will be considered a waiver of any claim by the employee to vacation credit under Article 18.02;

If the Employer is satisfied that the doctor's certificate establishes that the employee suffered from a personal illness during the course of the employee's vacation that would have a significant impact on the employee's ability to enjoy his or her vacation, the Employer shall credit the employee's vacation bank by the number of days the employee suffered from the personal illness during the vacation period. For the purposes of clarity, the vacation credit does not result in a corresponding depletion in the sick leave bank of an employee;

If the Employer can establish that it has "reasonable grounds" to challenge the conclusion of the employee's doctor's certificate, then in order for the employee to successfully claim the vacation credit, he/she will be required to attend before an independent doctor for an Independent Medical Examination ("IME"). The IME will be performed by a doctor mutually agreed to by the Employer and the Union. If the IME refutes the conclusion of the employee's doctor that he/she suffered from a personal illness during the vacation period, then that finding will be grievable. The costs of the IME shall be borne by the Employer;

The Union shall be entitled to grieve both the "reasonable grounds" raised by the Employer and any negative IME conclusions that would result in a denial of vacation credit to a employee under (d), above,.

The Union and the Employer agree that an illness that would otherwise prevent an employee from attending to his/her work in the bargaining unit may not necessarily constitute a personal illness for the purposes of claiming vacation credit under Article 18.02.

For the Employer

For the Union

**APPENDIX "A"
between
THE DAILY COURIER
and
COMMUNICATIONS, ENERGY
and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

The following provisions apply only to employees listed in Schedule "A".

1. All articles and sections of the collective agreement except Articles: 4.02, 7.01, 7.02, 7.03, 7.04, 7.05, 8.01, 8.02, 8.03, 8.04, 10.01, 12.01, 12.02, 13.01, 18.05, 19.02, 25.01, 27.01, 27.02, 27.03, 28.01, 28.02, 30.01, 30.02, 32.01, 33.01, 34.01, 34.02, 38.01, 38.02, 39.01 and 41.01.
2. The Articles and sections set out in this Appendix.
3. The terms "Employee" and "Member" as used in this Appendix mean only employees listed in Schedule "A", unless otherwise specified.
4. The term "Office" as used in this Appendix, shall mean only the Composing Department.

ARTICLE 1 – STRUCK WORK

1.01 The Union reserves the right to its members to refuse to execute all work received from or destined for struck offices, publications or unfair employers where lockouts or strikes recognized or authorized by the Union are in effect or under circumstances which make the Employer an ally of the struck or unfair Employer.

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

ARTICLE 2 – UNION LAWS

2.01 The Employer agrees to respect and observe the conditions prescribed by the Constitution and Bylaws of the Union not affecting wages, hours and working conditions, and the General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000, in effect April 1, 1994, copies of which are hereunto attached, where they cover matters not otherwise covered in this Collective Agreement.

2.02 Local Union laws not affecting wages, hours and working conditions and the General Laws of the Communications, Energy and Paperworkers Union of Canada (copies of which are attached hereto) shall not be subject to arbitration.

2.03 Nothing in this article, Article 2 - Union Laws, shall confer any rights upon the Union or any employee of the Employer not

covered by this Appendix, nor shall this article, Article 2 - Union Laws, confer any jurisdictional rights upon the Union or any employee covered by this Appendix or any other employee of the Employer.

2.04 If an employee is elected or appointed to a Local 2000 Table Officer position, upon the member's request, s/he shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave. Only one employee of the Okanagan Valley Newspaper Group will be entitled to such leave at any one time.

ARTICLE 3 — DISCHARGE

3.01 Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Upon demand (if made in writing within seventy-two hours) the foreman shall give the reason for the discharge in writing. Either the Employer or the Union may carry the appeal to the grievance committee.

ARTICLE 4 — HOURS & WAGES

4.01 Seven and three-quarter hours shall constitute a day's work. Five days shall constitute a week's work. Seven and three-quarter hours shall constitute a night's work. Five nights shall constitute a week's work.

| | | | |
|------|-----------|--------------|---------|
| 4.02 | Day rate: | June 6, 2008 | \$25.68 |
| | | June 6, 2009 | \$26.33 |
| | | June 6, 2010 | \$26.99 |
| | | June 6, 2011 | \$27.80 |

4.03 Night shifts to be paid at the rate of ten percent (10%) per hour above the day rate.

4.04 Day work shall be between 7 a.m. and 6 p.m. Night work between 6 p.m. and 7 a.m. Any shift running from day into night hours or night into day hours shall be a lobster shift and shall consist of 7 3/4 hours.

4.05 The Employer shall give the chapel chairman one (1) week's notice of intention to change an employee's regular day off and 72 hours notice of intention to change an employee's starting time.

ARTICLE 5 — FULL SHIFT

5.01 No employee shall be employed or paid for less than a full shift except when discharged for cause or excused at his/her own request.

ARTICLE 6 — WORK WEEK

6.01 No employee covered by this Appendix shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When an employee is required to work on regular off day or off night, or the sixth or seventh shift in any financial week, (s)he shall be paid the overtime rate for such work.

6.02 No member shall work his or her sixth or seventh consecutive shift, unless the overtime rate is paid. This section shall apply regardless to changes in off days or nights.

ARTICLE 7 — OVERTIME

7.01 All time worked before and in excess of the regular hours established for the day's work must be paid for at the overtime rate of time-and-one-half for the first two hours and double time thereafter. Work performed on a sixth shift shall be paid at double time. The Union agrees that reasonable amount of overtime will be worked at the overtime rates, and the Employer agrees that it will employ

sufficient help if available so that overtime will be minimized.

ARTICLE 8 — SUNDAYS AND HOLIDAYS

8.01 All work performed by day shifts on Sundays shall be paid for at double time and on holidays at double time in addition to the straight time rate. One night shift (either starting on the night prior to or on the night of the holiday) shall be designated as the holiday shift for night shifts and if worked paid for at double time in addition to the straight time rate.

Any shift worked on Saturday other than the day shift shall be paid at regular rate and another day shall be designated in lieu thereof and shall be paid at double time if required to be worked.

Provided that where a regular Sunday shift is worked it shall be paid at regular rate and another day off shall be designated in lieu thereof and shall be paid for at double time if required to be worked.

ARTICLE 9 — SUBSTITUTES

9.01 Notwithstanding any provision in Article V of the Union Laws, substitutes will only be hired with the consent of the Employer.

9.02 Substitutes who work a minimum of one hundred and fifty (150) shifts in a year shall receive statutory holidays as outlined in Article 20 of the collective agreement, without loss of pay in that year if available for service with the Company.

Substitutes who work less than one hundred and fifty (150) shifts in any year shall receive one day's statutory holiday pay for each fifteen (15) shifts they work in that year if available for service.

9.03 Substitutes shall accumulate a year's service towards vacation entitlement provided they have worked a minimum of one hundred and sixty-five (165) shifts in that year.

9.04 Substitutes do not have priority and cannot become regular situation holders. They will be covered by the terms of the Collective Agreement when employed, and have no rights under this Appendix "A", except as specified in this article, Article 9 - Substitutes.

ARTICLE 10 — VACATION SCHEDULING

10.01 The time of year that each employee covered by this Appendix shall take his/her vacation shall be arranged by the Foreman after consultation with the chapel chairman. Where practicable, choice of vacation periods shall be allowed in priority order. Vacation lists must be completed prior to March 17 of each year. Choice of vacations cannot be changed after March 17 except in the event of a production emergency. The normal period for taking vacations shall be the fifteen (15) week period commencing with the week which includes June 1, and members shall be permitted to take two consecutive weeks only during this period unless otherwise agreed by mutual consent of chapel chairman and Employer.

10.02 (a) Computation of vacation credits shall commence on the date of employment.

(b) Each employee shall receive his or her full earned vacation in the calendar year that the anniversary year is reached.

(c) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of 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.

(d) If any employee is called back to work during their vacation period, he/she shall be allowed one week extra vacation with pay, and all time worked during the callback period shall be paid for at double

time rates.

ARTICLE 11 — SUPERINTENDENTS AND FOREMEN

11.01 The Union recognizes that superintendents and foremen of employees covered by this Appendix are representatives of the Employer and the Employer shall have the right to select for these positions any person from within or without the employees listed in Schedule "A" of this Appendix. The foreman's rights as outlined in this Article, shall not extend to anyone not covered by the terms of this Appendix.

A foreman has:

(a) The right to employ help and/or discharge for incompetency, neglect of duty or violation of office rules (which shall be conspicuously posted) and shall in no way abridge the civil rights of employees or their rights under the General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000 and a superintendent or foreman who is a member of the Union shall not be subject to fines or discipline by the Union on account of any action or decision made in carrying out the provisions of the Collective 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 collective agreement.

(b) The General Foreman shall be the judge of a man's competency on the basis of work performed and shall have full control over all operations in the composing room. It is agreed that the chapel chairman shall be present when instructions are given for any competency tests conducted and duplicate proofs shall be provided of work performed.

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

(d) The foreman shall be exempt from priority claim as to starting time, days off and vacation scheduling.

(e) When an assistant foreman is in charge of a shift he shall be paid 10% above the journeyman rate for that shift, provided he is covered by this Appendix. When the foreman is absent, an assistant foreman shall be designated.

11.02 Foremen shall be members of the Union.

ARTICLE 12 — PRIORITY

12.01 When it becomes necessary to decrease the force, the member with the lowest priority standing in the office shall be laid off first, provided that the member to be laid off may claim any other work in the office (s)he is competent to do which is being performed by a member with lower priority standing; provided, however, that a member claiming other work to avoid layoff to reduce the force shall not be exempt from discharge if incompetent.

Should there be an increase in the force, the persons laid off shall, if available, be reinstated in reverse order in which they were laid off before other help may be employed in the office.

12.02 Employees may claim new shifts, new starting times, training for which they are qualified, new slide days, choice of vacation schedule in accordance with their priority standing subject

to production necessities as determined by the foreman.

ARTICLE 13 — CHAPEL MEETINGS

13.01 It is understood that no chapel meetings shall be held during working hours.

ARTICLE 14 — PICKUPS

14.01 The Employer reserves the right to "pickups". Matter once paid for by the Employer shall always remain the property of the Employer; whether in type or other form.

ARTICLE 15 — MANAGEMENT RIGHTS

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

15.02 The provisions of this section shall not be implemented to avoid paying members the overtime rates on their sixth and/or seventh shift.

ARTICLE 16 — HEALTH AND WELFARE

16.01 Employees covered under this Appendix shall have their benefits maintained under the Printing Industry Welfare Plan at the levels specified in Article 17 of the collective agreement.

ARTICLE 17 — CALL BACK PAY

17.01 Employees shall receive \$5.00 call back with a minimum of one hour's pay in addition thereto.

ARTICLE 18 — ACCIDENT PAY

18.01 In the case of a compensable accident the Company will pay the difference between 100% of the employee's wages and Workmen's Compensation Board rates.

ARTICLE 19 — PENSION PLAN

19.01 Employer contributions to the CEP Multi-Employer Pension Plan for the employees covered by this Appendix, shall be \$9.20 per shift (\$11.51 per shift for employees on a 4-day week), effective June 6, 2008 \$9.70 per shift (\$12.14 per shift for employees on a 4-day week) effective June 6, 2010.

ARTICLE 20 — UNION PERSONNEL

20.01 (a) Officers of the Union shall have access to the composing room at reasonable times to confer with the chairman or members, which conferences, however, shall not interrupt or impede production. Members shall at all times have the right to seek work in plants and contact the chairman for that purpose.

(b) The chapel chairman shall not be denied permission to leave the composing room for the purpose of conducting Company-Union business.

ARTICLE 21 — SEVERANCE PAY

21.01 Severance pay in a lump sum equal to one week's salary for each year of service to a maximum of thirty-five (35) years, with a minimum of fourteen thousand dollars (\$14,000), shall be paid to each employee who loses employment through merger, consolidation or suspension of any of the Company's printing plants or publications.

ARTICLE 22 — SPECIAL PROTECTION

22.01 Employees will not be laid off as a direct result of the

Employer setting up a non-union composing room in order to lay off employees.

22.02 If there is a surplus of employees as a direct result of the hiring of new employees not covered by this Appendix after the date of ratification of this collective agreement, to input local retail advertising, classified advertising or to operate or maintain the phototypesetting equipment, the following will apply:

(a) The junior employee(s) will be declared surplus, providing the remaining employees are competent to perform the work.

(b) Employees declared surplus as defined in this article, Article 22 - Special Protection, and who are laid off will be entitled to Enhanced Severance as outlined in Article 23 - Enhanced Severance in lieu of severance payments to which they would otherwise be entitled under the collective agreement.

(c) Any other employee may apply, prior to the date of the layoff, to be laid off and receive Enhanced Severance as outlined in Article 23 - Enhanced Severance, in place of the employee declared surplus in subsection (a) of this Article. If the remaining employees are competent to perform the work, the senior applicant will be laid off instead of the employee declared surplus.

22.03 Where no acceptable employee applies to be laid off under subsection 22.02 (c) of this Article and the employee declared surplus is to be laid off, he/she may displace the junior employee not covered by this Appendix who is inputting local retail advertising or classified advertising, or operating or maintaining the phototypesetting equipment and who has been hired after the date of ratification of this collective agreement, provided the surplus employee is competent to perform the work.

Penticton or Vernon to the Kelowna composing room, will retain their service for the purposes of vacation eligibility and future severance pay, but will not be eligible for severance pay as a result of the move. Any such individual will be entitled to be listed as an employee in Schedule "A".

ARTICLE 23 — ENHANCED SEVERANCE

23.01 Employees who will be laid off as a direct result of the consolidation of operations and/or the planned introduction of the new Macintosh based front end system, the PBS circulation and advertising system, the C-Text classified system and the Oracle financial system, all announced on August 15, 1994, will be entitled to Enhanced Severance as outlined in Article 23.02 of this Appendix in lieu of severance payments to which they would otherwise be entitled under the collective agreement.

Any other employee may apply, prior to the date of the layoff, to be laid off and receive Enhanced Severance as outlined in this Article, in place of the employee to be laid off. If the remaining employees are competent to perform the work, the senior applicant will be laid off instead of the employee declared surplus.

23.02 Employees who are entitled to Enhanced Severance under Article 22.02 (b) and (c) or Article 23.01 of this Appendix, will receive the following:

(a) (1) Employees whose AGE plus SERVICE equals 75 or greater on, or within six months following, the date of layoff; or who have more than 26 years of service on, or within six months following, the date of layoff; will receive \$82,424.08 (on day rate) or \$89,018.01 (on night rate).

(2) The Employer will continue to make its regular contributions to the benefit (except for weekly indemnity and LTD) and pension plans for 93 weeks, or the employee may elect to receive a lump sum of

\$5,000 in lieu of those contributions.

(b) For employees whose AGE plus SERVICE is less than 75 on, or within six months following, the date of layoff; or who have 26 or less years of service on, or within six months following, the date of layoff; the Employer will continue to make its regular contributions to the benefit (except for weekly indemnity and LTD) and pension plans for 52 weeks or the employee may elect to receive \$3,000 in lieu of these contributions plus they will be entitled to Enhanced Severance as outlined below:

| Years of Service | On Day Rate | On Night Rate |
|------------------|-------------|---------------|
| 26 | \$80,363.48 | \$86,792.56 |
| 25 | \$77,272.58 | \$83,454.38 |
| 24 | \$74,181.67 | \$80,116.21 |
| 23 | \$71,090.77 | \$76,778.03 |
| 22 | \$67,999.87 | \$73,439.86 |
| 21 | \$64,908.96 | \$70,101.68 |
| 20 | \$61,818.06 | \$66,763.50 |
| 19 | \$58,727.16 | \$63,425.33 |
| 18 | \$55,636.25 | \$60,087.15 |
| 17 | \$52,545.35 | \$56,748.98 |
| 16 | \$49,454.45 | \$53,410. |
| 15 | \$46,363.55 | \$50,072.63 |
| 14 | \$43,272.64 | \$46,734.45 |
| 13 | \$40,181.74 | \$43,396.28 |
| 12 | \$37,090.84 | \$40,058.10 |
| 11 | \$33,999.93 | \$36,719.93 |
| 10 | \$30,909.03 | \$33,381.75 |
| 9 | \$28,333.28 | \$30,599.94 |
| 8 | \$25,757.53 | \$27,818.13 |
| 7 | \$23,181.77 | \$25,036.31 |
| 6 or less: | \$20,606.02 | \$22,254.50 |

(c) Employees entitled to Enhanced Severance as described in Article 23.02 (b) of this Appendix, whose service falls between whole years will have their severance payments prorated.

(d) Employees entitled to Enhanced Severance as described in Article 23.02 (a) or (b) of this Appendix, who have worked shifts at both the day and night rates in the 12 months preceding their date of layoff, will have their severance payment prorated, on the basis of shifts worked in the previous 12 months, between the severance for day and night rates.

23.03 For the purpose of Article 21 - Severance pay and Article 23 - Enhanced Severance, "service" shall include only time worked as a situation holder at the Daily Courier, except for those employees affected by Article 22.04 of this Appendix.

IN WITNESS WHEREOF, WE have hereunto set our hands

this.....day of.....,

.....

For the Employer

.....
For the Union

SCHEDULE A

| | |
|-----------------|----------------|
| Don Whiting | |
| Jack Unser | Charles Oxley |
| Jeannette Coyle | Dan Moser |
| Rose Thompson | Duane Atkinson |

General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000

Effective April 1, 1994

As used in the General Laws, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so includes.

ARTICLE I

Section 1. No employer shall employ an apprentice unless the employer has the equipment necessary to afford adequate training.

Sec. 2. Any person hired as an apprentice shall be at least sixteen years of age; and shall have satisfactorily passed an aptitude test given by the joint apprenticeship committee.

Sec. 3. The period of apprenticeship shall not exceed four years. The joint apprenticeship committee shall have authority to advance apprentices consistent with their ability to learn without approval of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

Sec. 4. A local joint apprenticeship committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. The committee shall act to enforce the conditions of the agreement covering apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them. This committee shall have authority to vary training programs to meet the problems arising because of varying equipment of the shops under contract and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-around training as may be suited to the capacity of the apprentice.

Sec. 5. The foreman and chairman of the chapel shall see that the apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices are judged competent in one work classification they must be advanced to the next step in the established training program.

Sec. 6. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labour.

Sec. 7. No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the contract. Provided, when journeymen choose not to make themselves available in sufficient numbers to meet contract commitments, the

ratio may be waived by permission of the local union. At no time shall an apprentice have charge of a department, class of work, or any other employee.

Sec. 8. Apprentices in military or naval service shall be counted as apprentices employed for the purpose of determining the number of apprentices permitted, unless the contract provides to the contrary.

Sec. 9. No apprentice shall leave one office and enter that of another employer without the written consent of the joint apprenticeship committee.

ARTICLE II

Section 1. None but journeymen or apprentices may be employed to perform all work within the jurisdiction of the union. The foreman shall be a journeyman.

Sec. 2. The foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of Article V, General Laws.

Sec. 3. The foreman 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, Local 2000 laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the National as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

Sec. 4. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The journeyman with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first provided, the journeyman to be discharged may claim any other work in the office such journeyman is competent to do which is being performed by a journeyman with lower priority standing; provided further, a journeyman claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 5. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which a decrease is necessary.

Sec. 6. A journeyman discharged to reduce

the force shall be re-employed, either as a regular or extra, upon work such journeyman is competent to perform in the order of priority standing.

Sec. 7. In offices where departments are recognized a journeyman declared incompetent in one department shall not be denied the privilege of seeking employment in another department nor be barred for incompetency within the meaning of Section 9 of this article, while there is work in another department such journeyman is competent to perform.

Sec. 8. A journeyman discharged for any reason, may demand and the foreman shall give in writing the reason for discharge: provided, such demand shall be made within seventy-two hours after the journeyman is informed of discharge.

Sec. 9. A journeyman who has been discharged and who believes such discharge to be illegal or unjust shall have the right to appeal to the local union in the manner provided by the laws of such local union. If the local union orders reinstatement the decision must be complied with until reversed. When a local union has made specific provisions in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A journeyman who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

Sec. 10. A foreman shall not designate any particular day, nor how many days a journeyman shall work in any one week: provided, the journeyman must engage a substitute when absent. Any journeyman covering a situation is entitled to and may employ in his stead whenever so disposed any competent journeyman without consultation or approval of the foreman: provided, local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods of severe unemployment emergencies, with the consent of the Union Officers, may establish provisions for equitable distribution of subbing among eligible substitutes.

Sec. 11. A foreman shall not be permitted to select the force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce

employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Sec. 12. Where contracts or agreements provide for holidays with pay, the foreman shall not be permitted to change regular off-days to such holidays in order to evade payment for the holiday.

Sec. 13. Except as provided in Section 2, Article 1, an employee's age shall not be a factor in employment or separation from employment.

Sec. 14. No journeyman shall be required to submit to a physical examination as a condition of employment.

ARTICLE III

Section 1. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

Sec. 2. When departments are not recognized an employee shall not be discharged to reduce the force or for incompetency while there is work in the office such employee is competent to perform and to which such employee is entitled by priority.

Sec. 3. When departments are recognized by agreement no transfer shall be made except in emergencies: provided, when all available extras are hired in any department transfers may be made into that department.

Sec. 4. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of journeymen seeking work as extras. The hiring of more journeymen than are needed in one class of work or department and later transferring journeymen from this class of work or department to work which could have been done by others not hired, but entitled thereto because of their priority is discriminatory.

Sec. 5. Transfers are not required to permit journeymen to exercise priority upon a vacancy either regular or extra, which the journeyman is not qualified to fill: provided, transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of journeymen desiring to engage a substitute.

Sec. 6. Journeymen transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other journeymen of work to which they are by priority entitled.

ARTICLE IV

Section 1. Local unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a local union of the Communications, Energy and Paperworkers Union of Canada, Local 2000, and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employees may refuse to handle the work

classified as struck work.

ARTICLE V

Section 1. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Sec. 2. Local unions shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeymen at all times. The priority standing of a journeyman shall stand as recorded.

Sec. 3. No journeyman shall hold priority in more than one office nor shall a journeyman retain priority standing or a situation in an office if such employee performs work over which the Communications, Energy and Paperworkers Union of Canada, Local 2000 has jurisdiction, either supervisory or mechanical, in another printing office whether or not the journeyman is interested financially or otherwise in said office: provided, that in the event of a strike or lockout involving a substantial number of journeymen, the local union where such strike or lockout exists may adopt a law that will provide that journeymen involved may establish priority rights in another chapel in the same jurisdiction, and in the event of a settlement of said strike or lockout may relinquish priority so established and be granted their former priority standing in the struck or locked out plant: provided further, local unions may establish regulations whereby journeymen may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may excuse journeymen who accept such temporary work from giving it out as overtime to any journeyman who refused to accept such temporary work.

Sec. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve month period without loss of situation or priority: provided, journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

Sec. 5. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to accept temporary employment in another office without loss of situation or priority standing while attending an approved technical training facility. Such employment shall be on a non-priority basis and journeymen exercising this privilege shall employ the competent priority substitute.

Sec. 6. Any journeyman engaged to serve the Communications, Energy and Paperworkers Union of Canada, Local 2000, a local union, or to perform work in the interest of the organized labour movement, shall employ while absent the first available competent priority substitute. Journeymen performing

aforesaid work, or any journeyman incapacitated by illness, shall not suffer loss of situation or priority standing while so employed or so incapacitated, in the event a substitute is not available. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder whose priority is protected under the provisions of this section or other sections of Union laws or contracts. Local unions shall adopt laws specifying the time, which shall be not less than thirty nor more than ninety calendar days, after which such new situation shall be filled. Should a substitute with greater priority become available, such substitute shall be placed on said situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

Sec. 7. Journeymen and apprentices admitted as residents of the Union Printers Home and journeymen and apprentices in the armed forces of Canada or those who may engage in war work for the Red Cross, or other similar accredited agencies shall have their priority and/or situations protected for such time as they are so engaged: provided, journeymen serving in the armed forces whose priority is protected under the provisions of this section may, while so engaged, seek work within the jurisdiction of a sister local subject to conditions prescribed by the Union Officers.

Sec. 8. Journeymen and apprentices in the Reserve of the armed forces of Canada, or other such organizations, shall have their priority protected while serving tours of active duty with such organizations in time of peace: provided, when priority is protected under Sections 6 or 7 of this article, a journeyman or apprentice shall be considered to have full-time employment at the printing trade except when all available substitutes have been hired and such journeymen are eligible to cancel accumulated overtime of other journeymen only when voluntarily granted.

Sec. 9. A foreman employed from outside the shop shall accumulate no priority standing during period as foreman.

Sec. 10. A journeyman with established priority in an office may work for the same firm performing work other than work within the jurisdiction of the union without loss of priority in the composing room or the mailing room.

ARTICLE VI

Section 1. Five shifts shall constitute a situation and no employee performing any work within the jurisdiction of the union shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a shorter work week of no more than eight hours per shift. All time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman or apprentice may work an additional shift in

excess of the contractual work week at less than the overtime rate.

Sec. 2. Not less than time-and-one-half of the individual's hourly rate of pay shall be paid for any shift worked in excess of the number established as a regular situation within a financial week. When a journeyman or apprentice is required to work on a regular off-day or off-night not less than the individual's overtime rate shall be paid for such work performed.

Sec. 3. Employees required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all excess time. The overtime rate shall be not less than one and one-half times the employee's hourly rate for the shift on which work is performed. A foreman performing executive or clerical work exclusively is not subject to overtime laws. A foreman who does any work within the jurisdiction of the union at any time is subject to the overtime laws. In extreme emergencies, such as fire, flood or disaster, the overtime rate may be waived by the local union as the contracting party.

Sec. 4. Where journeymen work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be classed as overtime at the ratio of day for day.

Sec. 5. Local unions shall have full authority and the responsibility to adopt regulations for the complete government of overtime.

ARTICLE VII

Section 1. Establishing or maintaining situations composed of less than the number of shifts constituting a week's work as provided in Section I, Article VI, General Laws, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another journeyman as an extra to perform work which the situation holder is competent to perform and is entitled to by priority is prohibited.