

Collective Agreement

between

COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF
CANADA

LOCAL 2000

and the

NANAIMO DAILY NEWS
a division of Canwest Publishing Inc

Effective June 6, 2008 to June 5, 2011

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THIS AGREEMENT made and entered into this _____ day of _____, 2008 by and between

**NANAIMO DAILY NEWS
(a division of Canwest Publishing Inc)**

(PARTY OF THE FIRST PART, and hereinafter sometimes referred as the "Employer")

AND

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

(PARTY OF THE SECOND PART, and hereinafter sometimes referred to as the "Union")

ARTICLE 1 – TERM OF AGREEMENT

1.01 Term of Agreement to be three (3) years from June 06, 2008 to June 05, 2011. This Agreement shall remain in full force and effect and thereafter until terminated in accordance with the Labour Laws of the Province of British Columbia.

ARTICLE 2 – OBLIGATION TO SUPPLY MEN

2.01 The Employer agrees to employ none but members of the Union in good standing to perform all work within the jurisdiction of the Union. New employees and any other employees employed after the effective date of this Agreement within the bargaining unit defined herein shall be required to become members of the Union as a condition of employment 30 days following the beginning of such employment, except as specified elsewhere in this Agreement.

ARTICLE 3 – PROPOSALS FOR A NEW AGREEMENT

3.01 If either party hereto wishes to propose amendments to this Agreement or a new Agreement to take the place of this one upon its expiration, it shall notify the other party in accordance with the Labour Relations Code of the Province of British Columbia. In the event that no agreement is reached prior to the expiration of the 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.

ARTICLE 4 – INTERPRETATION AND GRIEVANCE PROCEDURE

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

4.02 If any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, the members of the Committee shall be notified in writing within fifteen (15) days of the cause of the complaint by the executive officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice. All work shall continue without interruption and in the usual manner pending proceeding looking to conciliation or arbitration of such differences, and the wages, hours, or working conditions prevailing prior to the causes of the difference shall be preserved unchanged, and work shall continue in the usual manner until a final decision of the matter at issue shall be reached.

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

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

4.05 The Arbiter shall conduct the hearing within twenty (20) days from the date on which either party requested arbitration.

4.06 Within thirty (30) days of completion of hearings the arbiter shall render his decision.

4.07 The arbiter's decision shall be final and binding on both parties; however, in no event shall

the arbiter have the power to alter or amend this Agreement in any respect.

4.08 In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the arbiter, who shall determine the amount of compensation, if any, for time lost, and such compensation shall be paid to him on his next regular pay day.

4.09 Whenever a stipulate time is mentioned in this article, the said time may be extended by mutual consent of the parties or their representatives.

ARTICLE 5 – JURISDICTION

5.01 The jurisdiction of this contract extends over the following: all printing presses in the plant operated by the Employer including, but not limited to, offset, gravure and letterpress printing presses and associated devices and also over offset plate making.

5.02 In the event of the introduction of any new equipment, machinery or processes which replaces or is a substitute for, or evolution of, present equipment, machinery or processes, employees covered by this Agreement will perform all work within the jurisdiction of the Union regardless of the method, equipment or materials when used in the performance of such work, and regardless of where the work is to be performed. When the retraining of journeymen is required, the Employer agrees to give the Union at least four (4) months' advance notice of such introduction and further agrees to provide journeymen and apprentices with adequate equipment and an opportunity to become proficient on all such equipment, machinery or processes; provided however, the Employer need not train more journeymen than may be required to meet the needs of the operation; provided further, other members may train in their own time.

5.03 No member shall be discharged for incompetency who has not been afforded reasonable time and opportunity to become proficient.

ARTICLE 6 – HOURS AND WAGES

6.01 A week's work shall consist of: 37 ½ hours – five days (7 ½ hours), or five nights (7 ½ hours).

6.02 Exclusive of the lunch period, any seven and one half (7 ½) consecutive hours between 7:00 a.m. and 6:00 p.m. (Monday through Saturday) shall constitute a day's work. Exclusive of the lunch period, any seven and one half (7 ½) hours between 6:00 p.m. and 1:00 a.m. (Monday through Saturday) shall constitute a night's work.

6.03 Any shift starting after 1:00 a.m. and/or finished between 1:00 a.m. and 7:00 a.m. shall constitute a graveyard shift.

6.04 All Journeymen shall receive not less than:

Effective June 06, 2008	\$27.53 per hour
Effective June 06, 2009	\$28.08 per hour
Effective June 06, 2010	\$28.71 per hour

6.05 Night or lobster shift to be paid at the rate of 8% per hour over the day rate.

6.06 Graveyard Rate to be paid at 9% over day rate.

6.07 When work is done partly in two shifts, the higher rate shall apply for the full shift.

6.08 When a charge hand or assistant foreman is in charge of a shift, he is to be paid 10% above the journeyman rate for that shift. When the foreman is absent, a charge hand or assistant foreman will be designated.

6.09 Payment of wages shall be made weekly.

Note: Pay week cut-off will be Saturday night at 12:00 midnight, and pay-days will be not later than the following Friday at noon.

ARTICLE 7 – SUNDAYS AND STATUTORY HOLIDAYS

7.01 All work performed by day shifts on Sundays or holidays or by night shift prior to holidays shall be paid for at double price.

7.02 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.

7.03 The following days (or days celebrated in lieu of any of them) shall be considered holidays:

New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and the Employee's Birthday.

Any additional day proclaimed as a statutory holiday by the Provincial or Federal Government(s) shall be treated in the same manner as the aforementioned holidays.

7.04 The statutory holidays named above will be paid whether they fall in a working week or not.

7.05 All situation holders and apprentices scheduled to work on above-named holidays shall receive straight-time pay when not required to report. Such holidays if worked shall be paid for at time and one-half (1 ½) plus the regular rate as outlined in Article 6 including any bonuses or premiums.

7.06 A situation holder or apprentice failing to receive a paid statutory holiday, by reason of his day off falling on the holiday, shall receive another day off in lieu of such holiday missed. Such day off may be taken in conjunction with the employee's off day or be added to his annual vacation, by mutual agreement of the employee and the foreman.

7.07 Part-time and casual employees who have been employed for thirty (30) days or more shall receive statutory holiday pay on the following basis:

1. An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the 30-day period (excluding overtime) by the number of days worked.
2. An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30-day period (excluding overtime) by 15.

ARTICLE 8 – VACATIONS WITH PAY

8.01 Employees who have less than one (1) year service shall receive one (1) day holiday pay for each sixteen (16) shifts worked or major fraction thereof.

8.02 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 of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive one day holiday with pay for each eleven (11) shifts worked, or major fraction thereof.

8.03 Employees having six (6) or more years service shall be entitled to twenty (20) days vacation with twenty (20) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive one day holiday with pay for each eight (8) shifts worked, or major fraction thereof.

8.04 Employees having twelve (12) 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 of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive one day holiday with pay for each seven (7) shifts worked, or major fraction thereof.

8.05 Situation holders, substitutes and apprentices shall receive one day 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.

8.06 Each employee shall receive his or her full-earned vacation in the calendar year that the anniversary date is reached. When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his 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.

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

8.08 The full 52 week shall year be made available for vacation periods, but not more than one journeyman or apprentice shall be absent on vacation at any one time with the exception of when there are substitutes available for coverage.

8.09 It is agreed that replacement of employees on vacation shall be at the discretion of the Employer.

8.10 If an employee is called back to work during his vacation period, he shall be allowed one week extra vacation with pay and all time worked during the call-back shall be paid for at double-time rates. Call back to work must be approved by management with no detriment to the staffing levels.

8.11 Vacation schedules must be completed prior to March 17 of each year.

ARTICLE 9 – OVERTIME

9.01 All overtime worked before or in excess of the hours established for a day's or night's work, or in excess of the hours established for a week's work, shall be paid for at the rate of time and one-half for the first two hours and double time after two hours, based on the hourly wage paid. Work performed on a sixth shift shall be paid at double time.

9.02 Lieu days, Long Term Disability, WCB or leaves of absence cannot create a sixth shift. Further an extended Short Term Disability (2 weeks or more) cannot cause a sixth shift however in the event that all available substitutes are working then Article 9.01 is implemented.

ARTICLE 10 – APPRENTICES

10.01 A joint Apprenticeship Committee composed of an equal number of representatives of the Union and the Employer shall be selected by the parties to this Agreement. All provisions of this Agreement affecting training of apprentices shall be under the jurisdiction of this Committee which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all such conditions outlined herein.

10.02 Applicants for apprentice positions shall serve a sixty (60) day probationary period and shall then become members of the Union after which they will serve a four (4) year apprenticeship and complete the requirements as

outlined in the Constitution and Laws of the CEP before becoming journeymen pressmen.

10.03 An apprentice shall not be allowed to work without a journeyman pressman being employed on that day.

10.04 When an apprentice has finished his time he may, at his discretion, continue to be employed as an apprentice at the end rate until such time as a Journeyman position becomes available in the plant.

10.05 All apprentices shall receive the following percentage based on the journeyman's scale for day and night work:

	First Six Months	Second Six Months
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

ARTICLE 11 – STRUCK WORK

11.01 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 reorganized or authorized by the Communications, Energy and Paperworkers Union of Canada 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 12 – LUNCH

12.01 A lunch period of not less than one-half (½) hour shall be provided not more than four and a half (4 ½) hours from starting time and not less than three and one-half (3 ½) hours after starting time except in the case of production emergency. A lunch period shall be provided every five (5) hours thereafter.

ARTICLE 13 – FOREMAN

13.01 The foreman of the pressroom shall be the judge of a man's competency on the basis of work performed. He shall employ, supervise and control all employees in the pressroom and discharge for cause that he deems sufficient. Upon request of the Union, the foreman shall

immediately give the reason for discharge in writing.

13.02 A discharged employee shall have the right to challenge through the grievance procedure the fairness of any company rule or ruling which is applied to bring about his discharge.

13.03 The Employer agrees to consider members of the chapel for the position of foreman, if open.

13.04 The foreman must be a member of the Union.

13.05 The foreman shall be exempt from priority claims as to starting times, days off and vacation scheduling.

ARTICLE 14 – PRIORITY AND LAYOFF

14.01 Priority members shall have the choice of new shifts, new starting times, days off and vacations, provided no changes shall be made which measurably decrease the efficiency of the office.

14.02 The Employer shall give the Union two weeks' notice of intention to reduce the regular staff. When a regular employee in the pressroom intends to leave the employ of the Employer he shall give two weeks' notice.

14.03 In the event of a reduction in the size of the staff, those with the least continuous service with the Employer as journeyman shall be the first to be laid off.

14.04 In the event of a subsequent increase in the size of the staff, the men shall be re-employed in the reverse order.

14.05 The Employer shall give the chapel chairman one weeks notice of intention to change an employee's regular day off and 48 hours notice of intention to change a starting time.

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

14.07 No employee shall be required to commence work at more than two different starting times in a financial week.

ARTICLE 15 – SANITARY REGULATIONS

15.01 There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work done in the pressroom. The Union reserves the right to secure the services of sanitation and ventilation experts, at its own expense, whose report shall be submitted to the Union and the Company.

15.02 Clean, operative and stocked washrooms will be provided.

15.03 All members of the Union shall assist in every way in their power to keep the pressroom in a clean and healthful condition.

15.04 The Company shall provide all safety clothes and accessories, excluding safety shoes that the Company requires the employee to wear.

15.05 The Company will pay \$150.00 towards the cost of safety shoes every calendar year. The Company will provide shoes or will accept bills directly up to the above noted rates; any excess will be deducted by payroll deduction. Employees may also purchase safety shoes themselves and bring in receipts for re-imbusement up to the noted rates.

15.06 Company agrees to provide five sets of uniforms, with two spares, for each regular employee working in the Pressroom.

ARTICLE 16 – UNION LABEL

16.01 The Employer shall be entitled to the use of the Allied Printing Trade Council Label insofar as the pressroom is concerned. In the event of the non-existence of the Allied Label, the Employer shall be entitled to use the individual label of the CEP on his printed products.

ARTICLE 17 – CONSOLIDATION OR SUSPENSION

17.01 In the event of consolidation or suspension, all employees affected shall receive severance pay in a lump equal to one (1) weeks salary for each year of service to a maximum of thirty-five (35) years, with a minimum of fourteen thousand (\$14,000) dollars.

ARTICLE 18 – STAFFING

18.01 It is agreed that a minimum of five members of the Union shall be scheduled for each shift. In the event that a crew member is unavailable, the Union shall endeavour to obtain

qualified substitute. In no event shall this provision prevent the running of the press.

ARTICLE 19 – JOB SECURITY

19.01 The Company agrees that if it becomes necessary to terminate the employment of any member due to technological change or upon introduction of any equipment or process, said displaced member shall receive one weeks salary for each year of service to a maximum of thirty-five (35) years with minimum of fourteen thousand (\$14,000) dollars, in addition to all other credits due. The parties further agree that all present apprentices shall continue in their apprenticeship to graduation and thereafter shall maintain a position within the jurisdiction of the Union. No further apprentices will be hired except by mutual consent of the parties.

ARTICLE 20 – SICK LEAVE

20.01 All regular employees who have been in the employ of the Employer for one year or more, shall be entitled to two (2) weeks sick leave with pay per year. Other employees and substitutes during their first year of employment shall be entitled to a one day sick benefit for each 52 days worked provided they would normally have been employed on the day they were sick.

20.02 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.

20.03 Accumulated sick leave may be used to provide regular pay when an employee is sick, or (at the employee's option) may be used to make up the difference between the weekly indemnity benefits received and the employee's normal take home pay.

20.04 The Employer agrees to join and/or to continue as a participating employer of the Printing Industry Welfare Plan effected by the agreements dated July 19, 1961 and August 15, 1963 and upgraded June 10, 1981 between the Vancouver Printing Pressmen, Assistants and Offset Workers' Union, Local 25 and the Graphic Arts Association of British Columbia (acting on behalf of the participating employers) the benefits under which may only be changed by agreement between the Vancouver Local 25 and the Graphic Arts Association (acting on behalf of the participating employers). Effective February 1, 1983, all employees shall be covered by the printing industry vision care program. Effective

November 25th, 2008 Eye Examinations are included in the plan and vision care coverage shall be \$275.00 every two years. Effective December 1, 1995, all employees will be provided \$1,000,000 lifetime out-of-province coverage through MSA- Medex.

20.05 The Employer shall contribute eighty-five percent (85%) of the cost of benefits for each employee covered by this agreement and eligible to be covered under that said Welfare Plan through the Employer.

20.06 All employees covered by this agreement and eligible to be covered under said Welfare Plan through the Employer shall contribute fifteen percent (15%) of the cost of benefits through payroll deduction by the Employer.

20.07 In any event, any combination of payments under this section shall not exceed 100% of normal wages.

20.08 Payment for sick leave will be paid to employees after notification to the company of their illness or on the General Foreman's recommendation. The company retains its right to request a doctor's certificate attesting to the employee's illness.

20.09 When the company requests a doctor note the Company will pay up to \$25.00 per note. Medical certificates required by a carrier of insurance shall be deemed a certificate of the company.

ARTICLE 21 – RIGHTS AND REGULATIONS

21.01 The rights and regulations of the parties hereto covered by the terms of the Agreement, which are paramount. The Employer concedes that it does not have the right to object to any rules or regulations made by the Union for the government of its members, insofar as they do not conflict with the terms of this agreement. The Union recognizes the Employer's right to establish office rules which shall be posted by the Employer in a conspicuous place where they can be read by the employees and which in no way shall abridge the civil rights of the employees.

21.02 No Union representative or member 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.

ARTICLE 22 – JURY DUTY

22.01 An employee called for jury service or a crown witness under subpoena shall receive the difference between the jury duty rate 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 absence was due to serving as a juror or witness and he must make himself available for work whenever excused from jury duty for one-half (1/2) day or more.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 An employee will be granted three (3) days leave of absence with pay between Monday and Saturday inclusive, 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, sister, brother, son, step-son, daughter, step-daughter, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-mother, step-father, step-sister, step-brother, step-grandparents and step-grandchildren. One additional day to be added for out of province funerals. In the event of the death of an employee’s spouse, child, stepchild, mother or father, the employee shall be granted five days’ paid leave.

ARTICLE 24 – CANADIAN MULTI EMPLOYER RETIREMENT FUND

24.01 The Employer agrees to contribute to the Canadian Multi Employer Retirement Fund for the Graphic Arts Media (hereinafter sometimes referred to as the Plan), Effective on June 6, 2008 \$9.60 per straight-time shift for each employee covered by this Agreement, for the purpose of providing pensions on retirement, death benefit and other related benefits for covered employees of the Employer and other contributing Employers and for which an employee receives compensation (e.g., vacations, holidays, disability insurance, bereavement leave, sick leave, jury duty). The Plan is jointly administered by the Trustees.
Effective on June 6, 2009 the Employer agrees to increase contributions to \$9.85 per straight-time shift.
Effective on June 6, 2010 the Employer agrees to increase contributions to \$10.10 per straight-time shift.

24.02 Contributions shall be made by cheque, money order or similarly recognized medium or exchange and shall be made payable in Canadian funds and forwarded to the Canada Trust Company, c/o The Administrator, The Employee Benefit Plan Services Limited, Suite 600 – 300 John Street, Thornhill, Ontario, L3T 5W4 no later than the 15th day of the following month, together with reports on forms to be furnished by the Plan.

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

24.04 Notwithstanding, the Employer’s sole liability, as to pension benefits for its employees covered by this collective bargaining agreement is limited to its negotiated contributions the Canadian Multi Employer Retirement Fund for the Graphic Arts Media. The Publisher specifically assumes no responsibility for the benefits promised the participants and the C.M.R.F.G.A.M. by the Trustees, the CEP or their advisers.

ARTICLE 25 – COMPENSABLE ACCIDENT

25.01 In the case of an industrial accident, the Company will pay the difference between the injured employee’s wages and the Workers’ Compensation Board rates.

ARTICLE 26 – DUES CHECK-OFF

26.01 The Employer shall deduct membership dues weekly from the earnings of each member of the Union working for the Employer and shall remit said funds to the Union before the 15th day of the month following. Membership dues shall be deducted from members’ earnings in accordance with the schedule furnished the Employer by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Employer in the following form:

CHECK-OFF CARD

I, _____ being an employee of _____ and a member of the Communications, Energy and Paperworkers Union of Canada, Local 2000, hereby authorize and direct the _____ to deduct from my wages and pay to the above named Union on or before the fifteenth day of each month the amount of 2% of

my gross earnings, excluding any amounts earned as sick pay or Workers' Compensation.

SIGNED _____

ADDRESS _____

DATE _____

ARTICLE 27 - MISCELLANEOUS

27.01 When a machine is being operated, at least one other person knowledgeable in the use of the machine shall be present in the immediate working area.

27.02 Subsection (2) and (3) of Section 50 of the Labour Code of British Columbia shall be inoperative and shall not be applicable to this Agreement.

ARTICLE 28 – CALL-BACK

28.01 Employee shall receive \$5.00 call-back with a minimum of one hour pay at the overtime rates in addition thereto.

ARTICLE 29 – LEAVES OF ABSENCE

29.01 (a) If an employee is elected or appointed to a position in the CEP national union or CLC, or CEP Local union or any organization with which the CEP is affiliated, he/she shall be given a leave of absence upon request and shall be reinstated in the same or a comparable position when the leave expires.

(b) A leave of absence upon 30 days written notice shall be granted to employees elected or appointed delegates to conventions of the CEP, CLC, or any organization with which the CEP is affiliated or as a delegate to special meetings called by the CEP or a branch thereof or by an organization with which the CEP is affiliated.

(c) A leave of absence without pay will be granted to an employee who requests such leave for the purpose of becoming a candidate for a public office or for a political party. If an employee who is granted leave of absence for this purpose is successful in his/her bid for such position, their employment will be terminated. If the employee is unsuccessful, then he/she shall return to work within 30 days of the date of the election and be reinstated in the same or comparable position. Failure to return within 30 days will constitute

notice of termination by the employee. His/her employment will be terminated on the 31st day.

Leaves under subsections, (a), (b) and (c) of this Section may be deducted in computing severance pay, vacations and statutory holiday pay. Vacation credits and statutory holiday pay will not be earned by employees while on such leaves.

IN WITNESS WHEREOF, WE have hereunto set our hands this _____ day of _____, 20____

Signed for the Employer by:

Signed for the Union by:

LETTER OF INTERPRETATION

With reference to Article 13.05, it is understood by both parties that the foreman shall have first choice of starting times, days off and vacation time scheduling.

Dated this ____ day of _____, 20____

Signed for the Employer by:

Signed for the Union by:

LETTER OF UNDERSTANDING
between
Communications, Energy and Paperworkers
Union, Local 2000
and
Nanaimo Daily News

RE: PRESSMEN ASSISTANTS

The Company agrees to employ assistants on the Press as per the following:

Duties to include flying the press; tying, washing blankets and pipe rollers; greasing; stripping of rolls; handling rolls and stock; general cleanup in the press facility and any other duties assigned by the General Foreman and/or chargehand of the shift.

Assistants will not be guaranteed shifts but will be scheduled as required to meet the needs of the operation.

Assistants will be over and above the journeyman staffing requirements.

Wages will be calculated as follows:

First year - 45% of Journeyman rate
Second year - 50% of Journeyman rate
Third year - 55% of Journeyman rate
Fourth year - 60% of Journeyman rate

Shift premiums as per collective agreement or Letter of Understanding on Compressed Work Week (whichever is applicable).

Statutory holidays, vacation and health and welfare benefits as per collective agreement and current practice.

Assistants will not be called in to replace a regularly scheduled Journeyman who desires a layoff from his regular weekly schedule.

Dated this ____ day of _____. 20__

Signed for the Employer by:

Signed for the Union by:

LETTER OF UNDERSTANDING
between
Communications, Energy and Paperworkers
Union, Local 2000
and
Nanaimo Daily News

RE: SUBSTITUTES

A regularly scheduled Journeyman who desires a lay off from his regular weekly schedule, shall not be compelled to work, provided he has discussed the matter in advance with the General Foreman, and a competent substitute can be provided by the Union at straight-time rates.

Dated this ____ day of _____. 20__

Signed for the Employer by:

Signed for the Union by:

LETTER OF UNDERSTANDING
between
Communications, Energy and Paperworkers
Union, Local 2000
and
Nanaimo Daily News

RE: DIRECT DEPOSIT OF PAY CHEQUES

It is agreed that Direct Deposit of Pay Cheques may be commenced by the Management of the Nanaimo Free Press on the following basis:

Entry to the direct deposit system shall be voluntary for all current priority situation holders and substitutes, but mandatory for all new substitutes and new priority situation holders.

There shall be one month's notice of start-up of direct deposit.

Employees shall provide a voided cheque, or deposit slip, with applicable information to institute direct deposit in addition to signing an authorization form.

Deposits shall be to the savings institution of the employee's choosing.

Deposits shall be done electronically not later than 12:01 a.m. Friday of each week for the preceding work week.

Pay stubs will be provided to each employee not later than Friday of each week.

Vacation pay shall be deposited electronically to the bank account of the employee on the last payday proceeding the vacation period, if requested by the employee.

Employees may change their designated financial institution upon one month's written notice to the payroll department.

Dated this ____ day of _____, 20__

Signed for the Employer by:

Signed for the Union by:

**LETTER OF UNDERSTANDING
between
Communications, Energy and Paperworkers
Union, Local 2000
and
Nanaimo Daily News**

RE: COMPRESSED WORK WEEK

Notwithstanding the Hours of Work provisions outlined in Sections 6 (a) and 6 (b) of the Collective Agreement, should the volume of business increase to the extent that a compressed work week may be feasible, the parties agree to meet and determine the most appropriate shift schedule to handle the increased volume of work.

A compressed workweek will involve work shifts on not more than four (4) days in one week. Such compressed workweeks may involve three (3) shifts totalling 37.5 hours (e.g., 3 x 12.5), or four (4) shifts totalling 37.5 hours (e.g., 3 x 10 and 1 x

7.5) or such other combination as may be agreed to by the parties.

It is understood that any compressed work schedules will first be offered to those regular employees of the company as of July 05, 1995.

In order to meet the needs of the operation as work demands fluctuate, the compressed workweek may be altered from time to time as agreed to by the parties.

Either party may forego the compressed work week and revert to the hours of work as per the provisions of the main body of the collective agreement on the serving of two (2) weeks written notice to the other party. It is understood that should the Union decide to forego the compressed work week the company shall not be penalized with overtime costs (if any) that may result during the transition to the hours of work in the main body of the collective agreement. Should the company decide to revert to the hours of work in the main body of the collective agreement, all members shall be afforded two (2) consecutive days off each week and the Union shall endeavour to provide substitutes, at straight-time rates, to cover any additional shifts.

When compressed workweeks are in affect the following changes to other Articles of the collective agreement will apply:

Article 6 Day shift (at regular rates) shall be any shift between the hours of 6:30 a.m. and 7:00 p.m. Any shift starting after 7:00 p.m. shall be paid the night shift and graveyard shift premiums, in addition to the regular (day shift) rate for all hours worked after 7:00 p.m.

Article 7 Sunday overtime premium will not apply for regularly scheduled shifts when a compressed workweek is in effect.

In the case of all statutory holidays the night prior to the holiday shall be the off shift. The off day for the day shift shall be the day of the holiday.

(7.07) The reference to 150 shifts will change to 90 shifts if on a three day workweek and to 120 shifts if on a four day workweek.

The reference to 15 shifts will change to 9 shifts if on a three day workweek and to 12 shifts if on a four day workweek.

When on a compressed workweek payment for statutory holidays shall be based on the hours worked for that day.

Article 8 (8.01) The reference to 16 shifts will change to 10 shifts if on a three day workweek and to 13 shifts if on a four day workweek.

The reference to 15 days vacation will change to 9 days if on a three-day workweek and to 12 days in on a four day work week.

The reference to 165 shifts will change to 99 shifts if on a three day workweek and to 132 shifts if on a four day workweek.

The reference to 11 shifts will change to 7 shifts if on a three day workweek and to 9 shifts if on a four day workweek.

The reference to 20 days vacation will change to 12 days if on a three day work week and to 16 days if on a four day work week.

The reference to 165 shifts will change to 99 shifts if on a three day workweek and to 132 shifts if on a four day workweek.

The reference to 8 shifts will change to 5 shifts if on a three day workweek and to 6 shifts if on a four day workweek.

The reference to 25 days vacation will change to 15 days if on a three day work week and to 20 days if on a four day work week.

The reference to 165 shifts will change to 99 shifts if on a three day workweek and to 132 shifts if on a four day workweek.

The reference to 7 shifts will change to 4 shifts if on a three day workweek and to 5 shifts if on a four day workweek.

Article 12 Staggered lunch breaks will be taken by the employees as workloads permit during the shift so as to avoid shutting down the press for such breaks to maintain press deadlines.

Article 20 (20.01) The reference to 52 days worked will change to 31 days worked if on a three day workweek and to 42 days worked if on a four day work week.

(20.02) The reference to 30 shifts will change to 18 (225 hours) if on a three day workweek and to 24 (225 hours) if on a four day workweek.

Article 23 The reference to 3 days will change to 2 days if on a three day work week and to 3 shifts if on a four day work week.

The reference to 1 additional day will remain on both a three and four day workweek.

The reference to 5 days will change to 3 days if on a three day workweek and to 4 days if on four day workweek.

Article 24 Contribution to the pension fund will be calculated on a five shift basis and then pro-rated over the number of shifts the employee works in a week to ensure there is no weekly loss of contributions to the pension plan for the employee.

Dated this ____ day of _____. 20__

Signed for the Employer by:

Signed for the Union by:
