

# **Collective Agreement**

**between**

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

**and**

**BLACK PRESS GROUP LTD.  
dba The Lower Mainland Division  
(A Subsidiary of Black Press Ltd.)**

**Effective April 1, 2006 to March 31, 2010**

## TABLE OF CONTENTS

ARTICLE 1 UNION RECOGNITION .....	1
ARTICLE 2 DURATION AND RENEWAL .....	1
ARTICLE 3 COVERAGE .....	1
ARTICLE 4 JURISDICTION .....	2
ARTICLE 5 SENIORITY/PRIORITY .....	2
ARTICLE 6 INTERPRETATION AND GRIEVANCE PROCEDURE.....	3
ARTICLE 7 UNION REPRESENTATIVE .....	3
ARTICLE 8 LABOUR/MANAGEMENT COMMITTEE .....	3
ARTICLE 9 REFUSE TO EXECUTE STRUCK WORK .....	4
ARTICLE 10 INFORMATION .....	4
ARTICLE 11 BULLETIN BOARD .....	4
ARTICLE 12 SANITARY REGULATIONS .....	4
ARTICLE 13 HIRING, PROMOTIONS & TRANSFERS.....	4
<i>Posting and Representation</i> .....	4
<i>Substitutes</i> .....	5
<i>Non-discrimination</i> .....	5
<i>Hiring standards</i> .....	5
<i>Transfers</i> .....	5
<i>Promotions and Transfers</i> .....	5
<i>Trial periods</i> .....	5
<i>Job outlines</i> .....	6
ARTICLE 14 PROBATION .....	6
ARTICLE 15 TRAINING .....	6
ARTICLE 16 SECURITY OF EMPLOYMENT .....	6
<i>Dismissals</i> .....	6
<i>Layoff and Recall</i> .....	6
<i>Bumping</i> .....	7
ARTICLE 17 SEVERANCE & VOLUNTARY BUYOUTS.....	7
ARTICLE 18 TECHNOLOGICAL CHANGE.....	8
<i>Definition</i> .....	8
<i>Employee Groups</i> .....	8
<i>Technological Change Severance</i> .....	9
<i>Protection Against Technological Change</i> .....	9
DISPUTES RESOLUTION.....	11
ARTICLE 19 CLOSURE OF NEWSPAPER .....	11
ARTICLE 20 RETIREMENT .....	11
ARTICLE 21 HOURS OF WORK .....	11
<i>Five-Day Week</i> .....	11
<i>Four and Five Day Week</i> .....	12
<i>Hours of Work for Editorial</i> .....	12
<i>Outside Sales</i> .....	13
ARTICLE 22 PREMIUM RATES, OVERTIME, GRID PLACEMENT AND FIRST AID ATTENDANTS .....	13
<i>Premium Rates</i> .....	13
<i>Overtime</i> .....	13
<i>Banking of Overtime</i> .....	14
<i>Grid Placement</i> .....	14
ARTICLE 23 HIGHER CLASSIFICATION PAY.....	14
ARTICLE 24 NOTICE TO CHANGE STARTING TIME.....	14
ARTICLE 25 LUNCH PERIOD .....	14
ARTICLE 26 CALL BACK .....	14
ARTICLE 27 PART-TIME & TEMPORARY EMPLOYEES .....	15
<i>Temporary Employees</i> .....	15
<i>Part-Time Employees</i> .....	15
ARTICLE 28 ALTERNATIVE WORK WEEK SCHEDULES.....	16
ARTICLE 29 JOB SHARING .....	16
ARTICLE 30 EXPENSES AND EQUIPMENT .....	17

<i>Photographic equipment</i> .....	17
<i>Cell phones</i> .....	17
<i>Parking</i> .....	17
<i>Protective gear – Bindery and Press</i> .....	17
ARTICLE 31 TRANSPORTATION ALLOWANCE .....	17
ARTICLE 32 STATUTORY HOLIDAYS .....	18
<i>Compensation for stats</i> .....	18
<i>Staffing on stats</i> .....	18
<i>Days off falling on a stat</i> .....	19
ARTICLE 33 VACATION ENTITLEMENT .....	19
VACATION PAY .....	19
<i>Full Time</i> .....	19
<i>Part Time</i> .....	19
<i>Commissioned sales</i> .....	19
<i>Miscellaneous provisions</i> .....	20
VACATION SCHEDULING .....	20
ARTICLE 34 REPLACEMENTS .....	21
ARTICLE 35 STUDENT JOB EXPERIENCE IN NON-MECHANICAL DEPARTMENTS .....	21
<i>Preamble</i> .....	21
<i>Terms of Reference</i> .....	21
<i>Notification</i> .....	21
<i>Employment Issues</i> .....	21
<i>Supervision</i> .....	22
ARTICLE 36 PENSION PLAN .....	22
ARTICLE 37 SICK LEAVE .....	23
<i>Entitlement</i> .....	23
<i>Medical certificates</i> .....	23
<i>Medical/dental appointments</i> .....	23
ARTICLE 38 HEALTH AND WELFARE .....	23
<i>Benefit entitlements</i> .....	23
<i>Employee and Family Assistance Plan</i> .....	24
<i>Health and Safety Committees</i> .....	24
ARTICLE 39 BEREAVEMENT LEAVE & PAY .....	24
ARTICLE 40 LEAVES OF ABSENCE MATERNITY, PARENTAL LEAVES PUBLIC OFFICE LEAVE .....	24
<i>Maternity, Parental and Family Leave</i> .....	24
<i>Continuity of Service</i> .....	25
<i>Other leaves</i> .....	25
<i>Union Leave</i> .....	25
<i>Personal Leave</i> .....	25
ARTICLE 41 JURY DUTY.....	26
ARTICLE 42 MANAGEMENT RIGHTS .....	26
ARTICLE 43 SUPERVISORS AND FOREMEN .....	26
ARTICLE 44 OUTSIDE ACTIVITIES .....	27
ARTICLE 45 DISCIPLINE AND DISCHARGE .....	27
ARTICLE 46 APPRENTICES.....	27
ARTICLE 47 GENERAL LAWS .....	28
ARTICLE 48 EDITORIAL EMPLOYEE INTEGRITY .....	28
<i>Bylines</i> .....	28
<i>Retractions and Corrections</i> .....	28
<i>Letters to the Editor</i> .....	28
<i>Libel</i> .....	28
<i>Miscellaneous</i> .....	29
ARTICLE 49 DISCLOSURE .....	29
ARTICLE 50 COMMISSION SALES REPS.....	29
<i>OFF SITE COVERAGE</i> .....	30
ARTICLE 51 DUES CHECK-OFF .....	30
ARTICLE 52 GENERAL WAGE PROVISIONS.....	30
ARTICLE 53 WAGES.....	31
CLASSIFIED COMMISSIONS .....	32

<i>Outbound Sales</i> .....	32
<i>Inbound Sales</i> .....	32
<i>Exceptions</i> .....	32
OUTSIDE SALES – WEEKLY BASE SALARIES .....	32
OUTSIDE SALES COMMISSIONS .....	33
LETTER OF AGREEMENT NO. 1 .....	34
RE: OPERATIONAL PROCEDURES .....	34
<i>General</i> .....	34
<i>Composition</i> .....	34
<i>Editorial/Pagination</i> .....	34
<i>Display Advertising</i> .....	34
<i>Newspaper dummies</i> .....	35
<i>Freelancers/Outside Editorial Material</i> .....	35
<i>Proofreading</i> .....	35
LETTER OF AGREEMENT NO. 2 .....	35
RE: HOMEWORK .....	35
LETTER OF AGREEMENT NO. 3 .....	36
FAST TRACK ARBITRATION .....	36
FAST-TRACK ARBITRATION AWARD .....	36
LETTER OF AGREEMENT NO. 4 .....	37
PRESS ROOM STAFFING LEVELS (ABBOTSFORD) .....	37
<i>Staffing Levels</i> .....	37
<i>Foremen and assignment of work</i> .....	37
<i>Scheduling</i> .....	37
<i>Apprentices</i> .....	38
<i>Press Operations Manager</i> .....	38
<i>Miscellaneous</i> .....	38
<i>Substitutes</i> .....	39
LETTER OF AGREEMENT NO. 5 .....	40
THREE DAY WORK WEEK (ABBOTSFORD) .....	40
<i>Review of Hours</i> .....	40
<i>Hours of work</i> .....	40
<i>Apprentices</i> .....	41
LETTER OF AGREEMENT NO. 6 .....	41
BINDERY STAFFING LEVELS (ABBOTSFORD) .....	41
<i>Staffing levels</i> .....	41
<i>Hours of work provisions</i> .....	41
<i>Assignment of work</i> .....	42
<i>Scheduling</i> .....	42
<i>Change to guaranteed hours</i> .....	42
<i>Maintenance shift</i> .....	42
<i>Call Back</i> .....	42
<i>Production Co-ordinator</i> .....	42
<i>Opt out</i> .....	43
<i>Shift availability for casuals</i> .....	43
<i>Operation of pockets</i> .....	43
<i>Permanent Part-time Employees</i> .....	43
<i>Pension</i> .....	43
<i>Casual Employees</i> .....	43
<i>Premium Rates</i> .....	43
LETTER OF AGREEMENT NO. 7 .....	43
BINDERY TECHNOLOGICAL CHANGE (ABBOTSFORD) .....	43
LETTER OF AGREEMENT NO. 8 .....	44
JOHN MORROW (ABBOTSFORD) .....	44
LETTER OF AGREEMENT NO. 9 .....	44
RYAN HARRIS .....	44
LETTER OF AGREEMENT NO. 10 .....	45
LANGLEY PRODUCTION (LANGLEY) .....	45
LETTER OF AGREEMENT NO. 11 .....	45

LANGLEY EDITORIAL CLERK (LANGLEY).....	45
LETTER OF AGREEMENT NO. 12 .....	45
BONNIE STEWART (LANGLEY) .....	45
LETTER OF AGREEMENT NO. 13 .....	45
LANGLEY EDITORIAL HOURS OF WORK .....	45
LETTER OF AGREEMENT NO. 14 .....	46
STATUTORY HOLIDAYS (TRI-CITY, BURNABY, MAPLE RIDGE).....	46
LETTER OF AGREEMENT NO. 15 .....	46
ALISON BAKER/COURIER DELIVERY (MISSION).....	46
LETTER OF AGREEMENT NO. 16 .....	46
RE: FORMER MULTI-SITE BOARDS .....	46
LETTER OF AGREEMENT NO. 17 .....	47
RE RICHMOND BENEFITS .....	47
LETTER OF AGREEMENT NO. 18 .....	47
RE RICHMOND AD CONTROL .....	47
LETTER OF AGREEMENT NO. 19 .....	47
RE SUBSTITUTES IN CREATIVE SERVICES.....	47
LETTER OF AGREEMENT NO. 20 .....	47
WESTENDER COMMISSIONS .....	47
ADDENDUM .....	48
PERSONAL HARASSMENT .....	48
I. Policy Statement .....	48
II. Definition.....	48
III. Prevention.....	48
IV. Complaint Procedures.....	48
V. Appeal Procedures.....	49
SCHEDULE A.....	49
Personal Harassment Complaint Officers .....	49
SCHEDULE B.....	49
Personal Harassment Disputes Resolution Officers.....	49
SCHEDULE C.....	50
APPENDIX A .....	51
GENERAL LAWS.....	51
ARTICLE I .....	51
ARTICLE II.....	51
ARTICLE III .....	52
ARTICLE IV .....	53
ARTICLE V .....	53
ARTICLE VI.....	54
ARTICLE VII.....	54

**THIS AGREEMENT** is made this 1st day of April, 2006 between Communications, Energy and Paperworkers Union of Canada, Local 2000, hereinafter referred to as the "Union" and Black Press Group Ltd. (Lower Mainland Division), doing business as: The Abbotsford News, The Bowen Island Undercurrent, The Chilliwack Progress, The Hope Standard, The Langley Times, The Maple Ridge News, The Mission City Record, The News Leader (Burnaby/New Westminster), The Peace Arch News, The Richmond Review, The Surrey Leader, The Tri-City News, The Westender and hereinafter referred to collectively as the "Employer" or "Company."

### **ARTICLE 1 UNION RECOGNITION**

1.01 THIS AGREEMENT made and entered into this first day of April, 2006 by the Company, operating as a common employer for those sites listed in Article 3, for the purposes of this collective agreement, in the province of British Columbia, through its authorized representatives, and the Union, and shall be effective beginning the first day of April, 2006 and ending on the 31st day of March 2010.

1.02 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit as defined by the agreement.

1.03 The Company agrees that all employees shall become and remain union members in good standing as a condition of employment. All employees hired during the life of this agreement shall become members of the Union immediately upon commencement of their employment and shall thereafter retain union membership in good standing as a condition of their continued employment with the Company.

### **ARTICLE 2 DURATION AND RENEWAL**

2.01 This agreement shall remain in force effective beginning the first day of April 2006 and ending on the 31st day of March 2010.

2.02 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 strike or the Company locks out the employees.

2.03 If either party hereto wishes to propose an amendment to this agreement or a new agreement to take the place of this one upon its expiration date, it shall notify the other party in writing of its wishes in accordance with the labour laws of the Province of British Columbia.

2.04 Sub-section (2) and (3) of Section 50 of the

provincial labour legislation shall be inoperative and shall not be applicable to this agreement.

### **ARTICLE 3 COVERAGE**

3.01 The scope of the bargaining unit to which this agreement applies is all employees of the Company in a single bargaining unit working at and from:

- The *ABBOTSFORD NEWS* in the Editorial, Classified Advertising, Creative Services (computer to plate), Bindery and Press Hall departments except the Publisher, Editor, and Press Operations Manager
- The *CHILLIWACK PROGRESS* except the Publisher, Editor, General Manager, Circulation Manager, Ad Manager, and Stringers who work less than 10 hours per week
- The *HOPE STANDARD* except the Publisher and Stringers who work less than 10 hours per week
- The *LANGLEY TIMES* except the Publisher, Editor, Circulation Manager, Office Manager and Advertising Manager
- The *MAPLE RIDGE NEWS* except the Publisher, Editor, Ad Manager, Advertising Salespersons and Stringers who work less than 10 hours per week
- The *MISSION CITY RECORD* except the Publisher/Editor
- The *NEWS LEADER* (Burnaby/New Westminster) except the Publisher, Editor and Advertising Manager
- The *PEACE ARCH NEWS* in the Editorial, Classified Advertising, Creative Services and Circulation departments except the Publisher, Editor and Circulation Manager
- The *RICHMOND REVIEW* except the Publisher, Editor, Advertising Manager, Business Manager and Circulation Manager
- The *SURREY LEADER* in the Editorial, Classified Advertising, Creative Services and Display Advertising departments except the Publisher, Editor and Retail Advertising Manager
- The *TRI-CITY NEWS* in the Editorial, Creative Services and Classified Advertising Departments except the Publisher and Editor
- The *WESTENDER & BOWEN ISLAND UNDERCURRENT* except the Publisher, Business Manager, Editor and Advertising Manager; and
- The *LOWER MAINLAND BLACK PRESS GROUP LTD. CLASSIFIED BUSINESS CENTRE* except three management employees.

3.02 The terms and conditions of this agreement as provided below, except wages, hours of work, transportation allowance and commissions, which are site-specific peculiarities will also apply to any other groups of employees of Black Press Group Ltd., (Lower Mainland Division) where:

- Such employees are part of a non-union department

and/or newspaper at the date of ratification of this agreement; and

- have been varied into this bargaining unit by a certification decision of the Labour Relations Board.

#### **ARTICLE 4 JURISDICTION**

4.01 The kind of work previously or presently performed within the departments covered by this agreement, as described in Article 3, and new or additional work assigned to be performed by employees within said departments is recognized as the jurisdiction of the Union and shall be assigned within the jurisdiction of the Union.

4.02 New or additional work which results from the installation of equipment and/or adoption of processes designed as a substitute for, or evolution of, work previously or presently performed by employees within the said departments is recognized as the jurisdiction of the Union and shall be assigned within the jurisdiction of the Union.

4.03 Maintenance and repairs to computers, scanners and other similar equipment, that are currently performed by employees in the bargaining unit, shall continue to be performed by employees in the bargaining unit except where this is carried out by manufacturers' representatives, or by excluded employees of the Employer doing the work that previously would have been done by manufacturers' representatives. It is understood that the term "maintenance and repairs to computers" as referred to in this article is limited to running diagnostic software (e.g. Norton Disk Doctor), but does not include any mechanical or other repairs that require specific technical training.

4.04 Those employees currently receiving technician premiums pursuant to Article 22 of this agreement will continue to receive such premiums for the life of this agreement, as long as they stay in their current positions. In future, technician's premium will only be paid to bargaining unit employees when they are required by the Company to take courses to maintain and repair computers/software or related equipment and spend the majority of their week engaged in this activity.

4.05 Web ads sold by both union and non-union sales forces employed by MetroValley Newspaper Group will be developed by unionized compositors who have the requisite technical skills and proficiency.

#### **ARTICLE 5 SENIORITY/PRIORITY**

5.01 For the purposes of this Collective Agreement the terms seniority/priority are interchangeable.

5.02 Subject to the other provisions of this article, "seniority" or "priority" shall be defined as an employee's continuous length of service since his/her last date of hire into a bargaining unit position.

5.03 Priority members in each department shall have choice of new shifts, new starting times, and any other benefits where seniority is referred to in this collective agreement.

5.04 In newly organized shops or departments, seniority will be defined as an employee's continuous length of service since his/her last date of hire into a position that is now considered to be a bargaining unit position.

5.05 In established union shops, anyone coming into a bargaining unit position either as a new hire or from a non-bargaining unit position will gain seniority from the first shift worked within the Union's jurisdiction.

5.06 Anyone leaving a union position to work in an excluded position who then returns to a bargaining unit position will retain seniority for a period of three months after leaving the bargaining unit.

If, after three months, should he/she return to a bargaining unit position, his/her seniority would date from his/her return date.

5.07 Anyone transferring from one classification to another in the bargaining unit will start at the bottom of the seniority list in the new classification.

5.08 If there is a consolidation or centralization of operations, employees will be dovetailed based on their length of service within that classification.

If non-union employees come into that operation their seniority status will be discussed by the Company and the Union.

If no agreement is reached, the issue will be referred to a suitable third party (Alan Hope, the LRB or Colin Taylor) for expedited binding resolution.

5.09 Employment shall be deemed continuous unless interrupted by:

- a) dismissal for just and sufficient cause, or
- b) resignation, or
- c) refusal to accept an offer of rehire into the classification in which he/she worked when dismissed, provided that any period of employment for which severance pay has actually been paid and not refunded shall not be counted as employment in calculating severance which may again become due after rehire.

5.10 Company service credits are from date of hire.

5.11 Company service credits for vacation entitlement and any other applicable benefit will be carried by employees whether they transfer from classification to classification, department to department or from site to site.

**ARTICLE 6  
INTERPRETATION AND GRIEVANCE  
PROCEDURE**

6.01 In an ideal operating environment there would be no grievances, but despite best intentions on both sides there may be problems.

6.02 Either the Company or the Union may initiate a grievance.

6.03 As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction, interpretation or operation of any section or portion of the Agreement takes place, representations shall first be made to the department manager, general foreman, supervisor or Publisher, (depending upon department) and chapel chair or shop steward as promptly as possible, but no later than twenty-one (21) working days from the time the dispute comes to the attention of the Company or the Union, whichever is filing the grievance.

6.04 Conditions prevailing prior to any action or circumstances which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

6.05 Efforts to resolve disputes or grievances shall be made on Company time and in substantially the following manner:

- a) In the event a dispute or grievance is not resolved within the department concerned pursuant to 6.02 above within seven (7) working days of the time it is initiated, it shall be submitted in writing by the initiating party to the other party to be forwarded to a grievance committee comprised of representatives of the Company and the Union.
- b) Failing a satisfactory settlement within twenty-one (21) working days of the date the grievance is submitted to the grievance committee, either the Company or the Union may refer the dispute to arbitration by a single arbitrator, provided such referral is made within twenty-one (21) working days from the expiration of this stage of the grievance procedure.

6.06 The arbitrator's decision shall be final and binding upon both parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement in any respect.

6.07 Each party shall pay one-half the fees and expenses of the arbitrator.

6.08 Provided, that Union laws not affecting wages, hours or working conditions and the General Laws of the Communications, Energy and Paperworkers of Canada, Local 2000 shall not be subject to arbitration.

6.09 In discharge cases, the employee shall not be reinstated until and unless his/her reinstatement is ordered by the arbitrator, or unless mutually agreed to during the resolution of the grievance.

The Arbitrator or the parties shall determine the amount of compensation, if any, for time lost and such compensation shall be paid immediately.

6.10 Whenever a stipulated time is mentioned in this Article, the said time may be extended by mutual consent of the parties or their representatives.

**ARTICLE 7  
UNION REPRESENTATIVE**

7.01 No Union Representative or member shall be interfered with, nor discriminated against by the Company for carrying out the instructions of the Union governing the interpretation, application or alleged violation of this Agreement.

7.02 The Union shall notify the Employer in writing of the names of the employees who will act as shop stewards and the Employer shall not be required to recognize any shop steward until so notified.

**ARTICLE 8  
LABOUR/MANAGEMENT COMMITTEE**

8.01 A Labour/Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. Additional representatives may be added as required.

8.02 The Labour/Management Committee shall concern itself with discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement, and may include matters of the following general nature:

- Consideration of mutual problems with a view to providing a sound and harmonious relationship between the Employer and the Union.
- Increasing operational efficiency by promoting co-operation between the Employer and its employees.
- Improving service to the public.

8.03 The Labour/Management Committee shall meet at the request of either party at a time and place mutually satisfactory to both parties.

8.04 Either party may, one (1) week in advance of the meeting, deliver to the other party those matters in writing to be discussed at the meeting.

8.05 It is agreed that this Labour/Management Committee satisfies the requirements of Section 53 of the Labour Relations Code.

8.06 It is further mutually agreed and understood that the Labour/Management Committee does not form part of the grievance or arbitration procedures set forth in this Agreement and nothing which is the subject of a grievance or arbitration shall be the subject of discussion of this Committee, unless mutually agreed otherwise.

8.07 It is agreed that the Union Representatives of the Labour/Management Committee when required to attend during their work period will be paid for time actually spent in the Labour/Management Committee meeting and any time required for travel to and from such meetings.

#### **ARTICLE 9 REFUSE TO EXECUTE STRUCK WORK**

9.01 The Union reserves to its members the right to refuse to handle any struck work, work destined for struck departments or shops or any work which has been declared by the Union to be unfair and further reserves to its members the right to refuse to cross picket lines.

#### **ARTICLE 10 INFORMATION**

10.01 The Company shall supply the Union on request with a list containing the following information for each employee:

- a) Name, address, gender, date of birth and social insurance number;
- b) Date of hiring;
- c) Classification;
- d) Experience rating and experience anniversary date;
- e) Salary, including the precise formula for any commission or bonus arrangements, or other forms of compensation.

10.02 The Company shall notify the Union monthly in writing of:

- a) merit increases granted by name of the employee, individual amount, resulting new salary and effective date;
- b) step-up increases paid by name of the employee, individual amount, resulting new salary and effective date;
- c) changes in classification, salary changes by reason thereof and effective date;
- d) resignations, retirements, deaths, and other revisions in the data listed 10.01 of this Article and

effective dates.

10.03 Within one (1) week after the hiring of a new employee, the Company shall furnish the Union, in writing, with the data specified in 10.01 for each new employee.

10.04 The Company will provide the employee and the Union with copies of any commendations, criticism, appraisal or performance rating placed in the employee's file.

The employee and/or the Union will be allowed to respond to any of the above and that response will be maintained in the file.

10.05 An employee and/or the Union, with the permission of the employee, shall have the right to review his/her personnel file at any time and upon request shall be provided copies of all material in his/her file.

10.06 The Company shall provide to all employees, and furnish a copy on request to the Union, copies of benefits, benefit procedures or other materials designed to describe or provide information on all health and welfare provisions.

#### **ARTICLE 11 BULLETIN BOARD**

11.01 The Company agrees to provide space for a bulletin board suitably placed for the use of the Union.

#### **ARTICLE 12 SANITARY REGULATIONS**

12.01 The Company agrees to furnish a clean, sufficiently ventilated, properly heated and lighted place for the performance of all work of all employees; and all machines or apparatus operated by employees or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of employees.

#### **ARTICLE 13 HIRING, PROMOTIONS & TRANSFERS Posting and Representation**

13.01 Notice of all job vacancies will be posted on bulletin boards and a copy given to the Union.

13.02 Posting will be for a period of not less than one (1) week.

13.03 Representation may be made by the Union on behalf of any candidate for employment.

13.04 Employees desiring to fill such vacancies shall submit written applications within seven (7) days of

such posting provided that this may be extended to fourteen days for employees who are away sick, on vacation, or on out-of-town assignment.

### **Substitutes**

13.05 Persons considered capable as substitutes in the press department by foremen 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.

### **Non-discrimination**

13.06 The Employer shall hire and the Union shall accept as members employees without regard to age, gender, race, creed, colour or national origin, marital or parental status, sexual orientation, political activities or political belief, or irrelevant mental or physical handicaps.

### **Hiring standards**

13.07 The hiring standards established by the Company for each job shall not exceed those required to do the job.

### **Transfers**

13.08 a) Except for the provisions in Article 18 (Technological Change), no employee shall be transferred by the Employer to another enterprise or division in the same city or to another city; whether in the same enterprise or other enterprises conducted by the Employer, or by a subsidiary of the Employer, without the employee's consent.

b) Any employee who transfers from one site covered by this collective agreement to another site covered by this collective agreement will have his/her seniority placed at the bottom of the priority list in the new site but, in case of a layoff, he/she will have the right, for two years, to bump an employee in the same classification with less seniority at his/her former site. Any employee bumping back, within this two-year period, will be placed on his/her former board according to his/her original date of hire on that board. After two years have expired from the employee's date of transfer they will lose all rights to return to their original site of hire.

13.09 When an employee is transferred further than sixty (60) kilometres from his/her current place of employment, the Employer shall be responsible for payment of reasonable transportation and other moving expenses for the employee and his/her immediate family.

13.10 Before expenses are incurred, the employee shall obtain the approval of the Employer. The employee shall provide full information to substantiate any such expense claims.

13.11 Employees transferred between the Company's locations shall receive full continuity of service in the computation of credits under the terms of this agreement.

### **Promotions and Transfers**

13.12 The Employer agrees to recognize and carry out in practice wherever practical the principle of promotion of staff members under the Union's jurisdiction.

13.13 Promotions shall be based on merit and ability.

13.14 Where, in the opinion of the Company, two or more applicants are equal in merit and ability, the position shall be given to the senior applicant.

13.15 Except for the provisions in Article 18 (Technological Change), no employee shall in any way be penalized for refusing to accept a promotion or transfer nor will the rejection of an offer of promotion or transfer work to the detriment of an employee in any manner.

### **Trial periods**

13.16 Any employee promoted or transferred shall be given a trial period of three (3) months, which may be altered by mutual agreement of the Employer and the Union

13.17 During such trial period the employee may elect to return to his/her previous classification and salary level with full credit towards accrual of wages, seniority and other benefits attached to that previous position.

13.18 At the end of such trial period, the employee shall be confirmed in the classification to which he/she advanced, unless he/she has been found unsuitable. If not so confirmed, he/she shall be returned to the classification from which he/she advanced, without penalty or prejudice.

13.19 There shall be no reduction in salary or impairment of benefits as a result of any transfer or promotion unless the employee so agrees, in which case the Union shall be notified immediately and in advance of the transfer taking place.

13.20 The final decision as to capability will rest with the Company, subject, however, to the provisions of grievance procedure.

13.21 The trial period shall be included in determining length of service in an employee's classification or, if the employee returns to the classification from which he/she advanced his/her period of service in the higher classification shall be counted as service in the classification from which

he/she advanced.

13.22 The Company will give suggestions to employees on how to improve chances for the next job or promotion opportunity, where the employee has failed to achieve promotion to another job.

#### **Job outlines**

13.23 The publisher shall, upon request, provide employees with job outlines that inform them of the primary functions of the job.

13.24

### **ARTICLE 14 PROBATION**

14.01 Except as outlined below, new permanent full-time employees shall be considered probationary employees for the first three (3) months of their employment (for sales persons and part-time employees, the probationary period shall be four (4) months of employment).

14.02 The probationary periods referred to above may be extended with mutual agreement of the Employer and the Union.

14.03 Probationary employees shall have all the benefits of this agreement during their probationary period, except where specifically excluded elsewhere in the Agreement.

14.04 Upon successful completion of his/her probationary period, benefits, depending on length of service, will be computed from the date of hire.

14.05 New employees in the Press Department may be employed on a regular hire for a period of one (1) week for the purpose of familiarization with equipment and the plant in general. This time will not be applied to the normal probation period.

14.06 New pressmen hired as regular situation holders shall be considered probationary employees for the first thirty (30) days of their employment.

Upon completion of their probationary period, he/she will remain on the priority board with a start date from the first date of hire.

Should they not successfully complete their probationary period, he/she will be removed from the board and will not be used by the Company in the future.

14.07 New pressmen and bindery employees not being hired as regular situation holders shall be considered probationary employees for their first twenty (20) shifts worked or three months, whichever period is longer.

Upon completion of their probationary period, he/she will remain on the priority board with a start date from the first date of hire.

Should they not successfully complete their probationary period, he/she will be removed from the board and will not be used by the Company in the future.

14.08 Such employees shall have all the benefits of this agreement during their probationary period.

### **ARTICLE 15 TRAINING**

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

15.02 If an employee decides to pursue a training or educational program, and it is clear, in the opinion of management, that the Company will directly benefit from the employee's improved knowledge or skill level, the Company will pay a portion, or all of the tuition costs upon successful completion of the course or program.

15.03 Members shall be afforded the opportunity to retrain in accordance with their priority standing.

### **ARTICLE 16 SECURITY OF EMPLOYMENT**

#### **Dismissals**

16.01 There shall be no dismissals except for just and sufficient cause.

16.02 In cases of gross misconduct, the employee will be suspended immediately without pay. The Union shall be notified immediately and shall have seventy-two (72) hours following notification to make representation on behalf of the employee before further action is taken by the Company.

16.03 Upon demand, the foreman, supervisor or Publisher (depending upon department) shall give the reason for discharge in writing.

16.04 Demand for written reasons for discharge shall be made within seventy-two (72) hours after the member is informed of discharge.

16.05 There shall be no dismissal of, or other discrimination against any employee because of his/her membership or activity in the Union, nor because of age, gender, race, creed, colour, national origin, marital or parental status, sexual preference, political activities or political belief.

#### **Layoff and Recall**

16.06 Reduction of the force for reasons of economy

as distinguished from dismissals for proper cause shall be solely at the discretion of the Company. It is agreed, however, that any reduction of the force which might be made necessary be undertaken only after consultation with the Union.

The consultation shall include, where appropriate, the provision to the Union of appropriate financial information.

16.07 Reductions in the force within a department shall be accomplished by laying off first any temporary or extra employees; then the person or persons last employed as regular employees in the classification from which employees are to be laid off.

16.08 If there is reduction of employees on single-person seniority boards within a department (e.g. photography, ad control) the Union and Company will, if the employee wishes, attempt to negotiate alternate work arrangements for the affected employee.

16.09 Employees in departments who are laid off may elect to take one of the following:

a) Severance pay as per Article 17.02, in which case the employee's employment shall be deemed to be terminated; or

b) The right to recall for a period of one (1) year. If the employee is not recalled within the one (1) year period, the employee shall receive severance pay as per Article 17.02 and the employee's employment shall be deemed to be terminated.

The employee may opt to take his or her severance package at any time during the one (1) year and, if so taken, will be terminated from employment at that time; or

c) Exercise their bumping rights under Article 16.13 to 16.15

The employee who is bumped shall be laid off and 16.10 (a) to 16.10 (c) will apply.

16.10 An employee who bumps into a lower classification shall be paid at a grid level in the lower classification that is closest to, but not in excess of, his/her current rate of pay.

16.11 Should there be an increase in the workforce in a department, laid off employees from that department who have elected the right of recall shall be recalled in reverse order in which they were laid off before other help may be employed.

### **Bumping**

16.12 An employee dismissed for economic reasons

may elect, within seven (7) days after notice of his/her dismissal, to bump into a classification in which he/she has worked.

16.13 He/she may displace an employee in that classification whose seniority is less than that of the initially affected employee.

16.14 There shall be no bumping between sites except where there are multi-site boards or employees doing work for more than one site or an employee in the classified call centre who will be able to bump back into his/her former worksite.

## **ARTICLE 17**

### **SEVERANCE & VOLUNTARY BUYOUTS**

17.01 Severance pay shall not be paid to employees who are discharged for cause, who resign, who retire, or who are hired as temporary employees.

17.02 Upon dismissal for any other reason, or upon being laid off, an employee shall receive severance pay in cash in a lump sum equal to one week's pay for every six (6) months of service or major fraction thereof with a minimum payment of two (2) week's basic salary.

17.03 Severance pay will be computed at the highest straight time weekly salary paid to the employee during the fifty-two (52) week period immediately preceding the dismissal or layoff, except in the case of employees paid on a salary and commission basis, when the severance pay will be computed at the average weekly income paid to the employee during the fifty-two (52) weeks immediately preceding the dismissal or layoff.

17.04 Severance for employees who earn commission shall be based on their basic salary plus the average commission earned per week as per their Record of Employment.

17.05 If any employee is rehired following payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Company. Reasonable terms of repayment shall be arranged if required by the employee.

17.06 An individual who is recalled to work after having received some or all of the severance pay he/she was entitled to shall, if he/she becomes entitled to severance pay again, have deducted from his/her continuous service six (6) months for each week of severance pay previously paid to him/her. This adjustment in continuous service shall be made only for the purpose of calculating his/her entitlement to severance pay.

This Article shall not apply to employees affected by technological change severance in Article 18.

17.07 The period of any employee's service with the Company, for the purpose of this Article, shall mean the total period of consecutive and uninterrupted service of the employee concerned, except that:

- a) Breaks in service with the Company which were occasioned in circumstances over which the employee had no control shall not be regarded as an interruption;
- b) Leaves of absences granted by the Company to any employee, except where stated otherwise in Article 40, and the period of a layoff of an employee subsequently rehired following a lay off to reduce the labour force, shall not be regarded as an interruption in continuity of service, but the time actually spent away from regular duties shall not count as time served.

17.08 There shall be no duplication or pyramiding of severance pay, dismissal pay or termination pay.

17.09 In the event that a voluntary severance package(s) is/are offered the following rules will be followed:

- a) The package(s) value will be negotiated with the Union on a case-by-case basis. The value will be no less than the amount provided for in this Article.
- b) The package(s) will be presented through the Union and be available to the employees in the targeted departments in priority order.
- c) The name(s) of employee(s) interested in the voluntary severance package(s) will be kept confidential by the Union.

## **ARTICLE 18 TECHNOLOGICAL CHANGE**

### **Definition**

18.01 Any change in technology which results from a change in plant or equipment, or alters a method or procedure of operation, the effect of which has the potential of decreasing or which decreases the number of employees. Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done. In such cases the language in Article 16.06 (Layoff and Recall) will apply.

The Company agrees that it will not change its present technology before giving three months' notice of such proposed change to the Union, including information on the number and title of positions affected. The parties shall meet no later than ten (10) days following the date notice is given to consider all aspects of the technological change including the timing, procedure and training. The notice period may be extended a further three (3) months by mutual consent if the Company and the Union are unable to

complete the arrangements required to ensure smooth implementation of the change.

It is the intent of the parties to this agreement to protect as many regular employees as possible from loss of employment as a result of technological change.

### **Employee Groups**

18.02

#### i. Group A Employees

Employees in Group A shall not lose employment as a result of technological change or for economic reasons except as outlined under 18.04 below. This group includes:

Abbotsford & Chilliwack Mechanical - Employees named on a signed and dated memorandum of agreement between the Union and the Company which covers regular employees employed by the Company on March 31, 1978.

Chilliwack Non-Mechanical - Employees named on a signed and dated memorandum of agreement between the Union and the Company which covers regular employees employed by the Company on March 31, 1980.

Peace Arch News (Mechanical Employees) Employees named on a signed and dated memorandum of agreement between the Union and the Company which covers regular situation holders employed by the Company on April 1, 1995. These are, Leslie Longworth, Eileen Jarrett and Brenda Porayko,.

Richmond Review - All regular employees of the Richmond Review (excluding temporary employees) employed by the Company on May 31, 1995, except that these employees shall be covered by the terms of the collective agreement in the event of economic layoff.

Group A does not include anyone who left the employ of the Company and was subsequently rehired.

#### ii. Group B Employees

Employees in Group B shall not lose employment as a result of tech change except as outlined under 18.04 below. This guarantee will not apply to normal layoffs such as those occurring as a result of a decline in the volume of business. This group includes all regular employees (excluding substitutes and casual employees) of the Company who were employed by the Company as of March 31, 1990 who are not included in Group A above.

#### iii. Group C Employees

Employees in Group C shall not lose employment as a result of tech change, except as outlined in the

provisions in Article 18.04 below. This guarantee will not apply to normal layoffs such as those occurring as a result of a decline in the volume of business. This group includes all regular employees (excluding substitutes and casual employees) of the Company who have been employed by the Company from April 1, 1990 to July 10, 2003.

#### iv. Group D Employees

Employees in Group D who lose employment as a result of tech change shall be laid off in accordance with the provisions in 18.03 ii) below.

This group includes all regular employees (excluding substitute and casual employees) who have been employed by the Company since July 11, 2003.

### **Technological Change Severance**

#### 18.03

##### i. Voluntary Tech Change Severance Package Group A, B & C Employees

When there are to be reductions in a department the Company will make available a voluntary severance package.

This option will commence with the notice given to the Union in Article 18.01, and will be available for a period of time specifically stated in the notice.

Any regular employee electing to take a voluntary buyout will receive a lump sum payment of \$15,000 plus a further sum of four week's regular pay for each year of continuous service [pro-rated for part-time employees and those with less than a full year(s) of service]. The maximum voluntary tech change severance shall not exceed \$100,000 nor be less than \$15,000.

##### ii. Tech Change Severance Group D Employees

The maximum severance provision for Group D employees will be a lump sum payment of \$10,000.00 plus a further sum of three weeks regular pay for each year of continuous service (pro-rated for part-time employees and those with less than a full year(s) of service). The minimum voluntary tech change severance for Group D employees shall be \$10,000 and the maximum shall be \$35,000.00."

### **Protection Against Technological Change**

#### 18.04

A joint committee to oversee the implementation and administration of the provisions of this section will be established within 30 days of signing this agreement. The committee will consist of equal representatives of the Company and the Unions.

##### i. Training

The Company agrees to provide facilities and sufficient time without loss of regular weekly wages in

order that the required number of employees in the affected departments will become proficient in the operation of equipment, change in process or method of operation. This will enable the Union to provide sufficient competent members to meet the intent of this Agreement.

Training shall be offered to employees in accordance with their department priority standing/seniority. An employee who has not been afforded the opportunity to train shall not be laid off out of priority order or lose his/her preference claim.

The Company will identify areas within the business where vacancies will occur in various departments for which affected employees may be retrained. Such vacancies will be posted at the time the Union is given notice in Article 18.01. Where the number of affected employees is greater than the number of vacancies for retraining, selection will be made, where candidates are deemed equally suitable for retraining, on a seniority basis.

Any employee who refuses, without bona fide medical reason, to train on the new equipment, change in process or method of operation in the affected department, and for whom a buyout is not available, will be dismissed without severance.

The Company will establish a jointly administered retraining program to enable affected employees to embark upon new careers. For any employee who might be affected, the Company will put \$5,000 into such a fund. This amount may be increased if suitable government funding is obtained.

The Company, with the mutual consent of the employee(s) affected and the Union, may assign to employees within the affected department work which is not normally within the jurisdiction of the Union on a temporary basis.

The parties agree to discuss a reduction of hours in departments affected by technological change on a case-by-case basis during the life of the agreement.

##### ii. Group A

When there are to be reductions in a department, Group A employees may choose:

- a) To terminate his/her employment with the Company in which case he/she shall receive a voluntary severance as outlined in Article 18.03 i; or
- b) To be retrained for either full-time or part-time work within the jurisdiction of the Union provided the Company has posted a vacancy within a given department and where the Company considers the employee suitable for retraining.

The employee's progress will be reviewed after three

(3) months in the new position (which may be extended a further three months if it is the recommendation of the joint training committee), to ensure that the employee is progressing in his/her knowledge and skill required to be proficient in his/her new position.

After transfer, the employee shall receive the salary scale for the new position or the basic weekly salary he/she received immediately before leaving his/her previous position, whichever is the higher.

In the event an employee chooses to apply for a part-time position he/she will be paid at the appropriate hourly rate for such position or an hourly rate which he/she was paid in his/her previous position whichever is higher.

A transferring employee will maintain his/her original seniority and will suffer no loss of entitlement to any other benefits.

In the event that an affected Group A employee is, in the opinion of the joint committee, incapable of becoming competent after having been afforded the opportunity to take training for the new technology or for an alternative position for which he/she is deemed suitable and for which a legitimate vacancy exists; then the Company will have the right to sever such employee. The severance terms will be the voluntary severance package outlined herein.

iii. Group B

When there are to be reductions in a department, Group B employees may choose:

- a) To terminate his/her employment with the Company in which case he/she shall receive a voluntary severance as outlined in Article 18.03 i; or
- b) to be retrained for either full-time or part-time work within the jurisdiction of the Union, provided the Company has posted a vacancy within a given department and where the Company considers the employee suitable for retraining. The employee's progress will be reviewed after three (3) months (which may be extended a further three months, if it is the recommendation of the joint training committee) in the new position to ensure that the employee is progressing in his/her knowledge and skill required to be proficient in his/her new position.

The details of this retraining option are:

Upon successful completion of retraining for the new position as determined by the Employer, and upon acceptance of a new position, a transferring employee will be entitled to pro rata payment which reflects the reduction in his/her earning power, and which is based on the entitlement in the voluntary severance Article 18.03 i above.

A transferred employee will receive starting compensation at the mid point of the salary range for such position. Increases from then will be in accordance with the rules governing increases for the position.

An employee accepting a transfer and pro-rata severance who is subsequently laid off will receive severance in accordance with the terms and conditions in effect for the position to which the employee has transferred.

A transferring employee will maintain his/her original Company seniority and will suffer no loss of entitlement to any other benefits.

In the event that an affected Group B employee is, in the opinion of the joint committee, incapable of becoming competent after having been afforded the opportunity to take training for the new technology or for an alternative position for which he/she is deemed suitable and for which a legitimate vacancy exists; then the Company will have the right to sever such employee. The severance terms will be the voluntary severance package outlined herein.

iv. Group C

When there are to be reductions in a department, Group C employees may choose:

- a) To take a voluntary severance package as detailed in Article 18.03 i); or
- b) To elect to apply for other vacancies in the business which become available later than 30 days prior to the start up of the new equipment or systems, and for which the employee is deemed suitable by the Company for retraining. In the event this becomes a viable option the employee will follow the retraining option outlined as follows:

Upon successful completion of retraining for the new position as determined by the Employer, and upon acceptance of a new position, a transferring employee will be entitled to pro rata payment which reflects the reduction in his/her earning power, and which is based on the entitlement in the voluntary severance Article 18.03 i above.

A transferred employee will receive starting compensation at the mid point of the salary range for such position. Increases from then will be in accordance with the rules governing increases for the position.

An employee accepting a transfer and pro-rata severance who is subsequently laid off will receive severance in accordance with the terms and conditions in effect for the position to which the employee has transferred.

A transferring employee will maintain his/her original Company seniority and will suffer no loss of entitlement to any other benefits.

In the event that an affected Group C employee is, in the opinion of the joint committee, incapable of becoming competent after having been afforded the opportunity to take training for the new technology or for an alternative position for which he/she is deemed suitable and for which a legitimate vacancy exists; then the Company will have the right to sever such employee. The severance terms will be the voluntary severance package outlined herein.

If the Employer is unable to obtain the necessary staff reductions through voluntary severance, retraining and/or transfer, Group C employees shall be subject to layoff. In that event, layoffs will occur in reverse priority/seniority order and such employees shall receive compensation as set out in the voluntary severance provision.

v. Group D

When there are to be reductions in a department, Group D employees who are affected may choose to elect to transfer to other vacancies in the business which become available no later than 30 days prior to the start up of the new equipment or systems, and only if the employee is deemed qualified by the Company to fill the position.

Training in this situation will be limited to that which a technically qualified employee would require to become familiar with a new piece of equipment or a new system.

A transferring employee will be paid compensation at the appropriate level in the range for the new position based on the level they were at in their former position.

A transferring employee will maintain his/her original Company seniority and will suffer no loss of entitlement to any other benefits."

**DISPUTES RESOLUTION**

18.05 The parties agree to refer any disputes to the joint committee.

If a decision is reached on an issue by the joint committee, it shall be binding on both parties.

If the joint committee cannot reach a decision on any dispute within ten (10) days (or longer by mutual consent of the parties) from the date on which the dispute is first considered, the matter shall be referred to arbitration as described in the grievance procedure of this Collective Agreement.

**ARTICLE 19  
CLOSURE OF NEWSPAPER**

19.01 The Union and all employees shall be notified at least three (3) months in advance of dismissal by way of sale or discontinuance of publication, or three (3) months compensation shall be paid to all employees in lieu of notice.

Such notice or compensation in lieu of notice is distinct from and in addition to any severance pay.

**ARTICLE 20  
RETIREMENT**

20.01 No employee covered by this contract shall be retired, directly or indirectly, upon attaining any specified age, due to the provisions of any pension plan now in operation or which may hereinafter be introduced, or for any other reason unrelated to competence to perform the job.

**ARTICLE 21  
HOURS OF WORK**

21.01 Hours of work are as outlined in the balance of Article 21. The three-day workweek will be subject to the provisions of Letter of Agreement #5 Three Day Work Week. Hours of work for Bindery Department employees are outlined in Letter of Agreement #7 Bindery Staffing Levels.

**Five-Day Week**

21.02 A day's work for all regular full-time members working a five-day week under this agreement shall consist of 7.5 hours per day (exclusive of lunch time) and thirty-seven and one-half (37.5) hours shall constitute a week's work.

21.03 A graveyard shift work for all employees shall consist of 7 hours (exclusive of lunchtime) and thirty-five (35) hours shall constitute a week's work.

21.04 A lobster shift work for all employees shall consist of 7 hours (exclusive of lunchtime) and thirty-five (35) hours shall constitute a week's work.

21.05 No employee covered by this contract shall be required to or permitted to hold a situation of more than 5 days or 5 graveyard shifts or a combination of days and graveyard shifts (or lobster shifts if applicable) equivalent to 5 in one financial week.

21.06 No employee shall be employed for less than a full shift except when discharged for cause or is excused at his/her own request. (This does not apply to part-time or temporary part-time employees.)

**21.07 Creative Services Employees Only**

a) A day's work for all regular full-time Creative Services employees working a four-day week under this agreement shall consist of 9 hours per day

(exclusive of lunchtime) and thirty-six (36) hours shall constitute a week's work. Creative service employees who choose to work a four-day (36 hour) week will be covered by the provisions of Article 21.08 to 21.20 inclusive.

b) Effective the date of ratification regular Creative Service employees may choose to work a (4 x 8.5) 34-hour week. (Those on a 34-hour week will be paid overtime after 9 hours worked in one day or 36 hours worked in the week.) Creative Services employees who choose to work a four-day (34 hour) week will be covered by the provisions of Article 21.08 to 21.20 inclusive.

c) Effective the date of ratification regular Creative Service employees may choose to work a (5 x 7.5) 37.5-hour week. Creative Services employees who choose to work a five-day week will be covered by the provisions of Article 21.02 to 21.06 inclusive and 21.13 to 21.20 inclusive.

d) Creative Services employees will have the option of 30 minute or 1 hour lunch breaks.

e) All shifts (whether covered under a, b or c above) will start and finish within the 10-hour window that starts and ends within the same time frame as the 9 hour shifts

f) Effective on the date of ratification all new creative service employees filling full-time vacant regular situations and temporary situations will choose a work week in accordance with Article 21.07 a, b or c.

g) Effective on the date of ratification all existing substitutes (see Letter of Agreement #19) will be reclassified as part-time employees of the newspaper where they hold priority standing. These individuals shall move into any regular full-time position in priority order as full-time positions become available at the newspaper where they have priority standing.

These individuals may choose a workweek in accordance with Article 21.07 a, b or c.

#### **Four and Five Day Week**

21.08 A graveyard shift work for all employees shall consist of 8 1/2 hours (exclusive of lunchtime) and thirty-four (34) hours shall constitute a week's work.

21.09 A lobster shift work for all employees shall consist of 8 1/2 hours (exclusive of lunchtime) and thirty-four (34) hours shall constitute a week's work.

21.10 No employee covered by this contract shall be required to or permitted to hold a situation of more than 4 days or 4 graveyard shifts or a combination of days and graveyard shifts (or lobster shifts if applicable) equivalent to 4 in one financial week.

21.11 No employee shall be employed for less than a full shift except when discharged for cause or is

excused at his/her own request or as outlined in 21.06 above.

21.12 Creative Services employees will receive all statutory holidays as per contract and will be paid for each on the basis of the hours of their regular shift and at the hourly rate which is in effect at any time.

21.13 All employees shall receive two consecutive days off each week, one of which must be a Saturday or Sunday.

21.14 All work performed on Sundays (unless otherwise stated in this agreement) except for the Company's regular editions (regular editions include regular issues of the paper published on an alternate day of the week due to the observance of a Statutory Holiday or other unforeseen circumstances) shall be paid for at the overtime rate.

21.15 No employee shall work more than the number of consecutive days established as a workweek, unless the overtime rate is paid. This section shall apply regardless of changes in off days or off nights.

21.16 It is further agreed that the shift premiums will apply to all hours on the whole shift as described above, not just to those hours within the parameters.

21.17 Day work hours shall be begin and end between 7:00 a.m. and 7:00 p.m.

21.18 Graveyard will be when the majority of hours fall between 12 midnight and 6:00 a.m.

21.19 Any other shift shall be a lobster shift and the lobster rate shall be paid, and members on such a shift shall be considered to be lobster shift workers.

21.20 Work schedules of days and hours shall be posted one week in advance of the week for which they apply.

#### **Hours of Work for Editorial**

21.21 Section 21.15 shall not apply to the editorial staff who shall manage with the editor, a flexible work schedule which permits them to pursue the aims and duties of their profession as journalists which includes the need to report events as, when and where they arise.

21.22 Reporters' and photographers' work schedules shall not exceed 75 hours every two weeks in all sites except: 35 hours in one week in Richmond and 37.5 hours in one week in Langley, Surrey and Mission, where an editorial employee may mutually agree with his/her editor to arrange a flexible work schedule within the work week.

## Outside Sales

21.23 Section 21.15 shall also not apply to outside retail advertising sales personnel.

## ARTICLE 22 PREMIUM RATES, OVERTIME, GRID PLACEMENT AND FIRST AID ATTENDANTS

### Premium Rates

22.01 Premium rates be paid as follows:

- Graveyard shift: fifteen percent (15%) differential.
- Lobster Shift ten percent (10%) differential.

22.02 While the Press hall continues to operate a three day week pursuant to the Letter of Agreement, shift premiums for Press hall employees shall be paid as per the Letter of Agreement # 5 – Three Day Week

22.03 Day work hours shall begin and end between 7 a.m. and 7 p.m.

- Graveyard will be when the majority of hours fall between 12 midnight and 6 a.m.
- Any other shift shall be a lobster shift
- Mechanical: Lobster rate paid for entire shift.
- All other employees: If the majority of the shift falls outside the hours of 7 a.m. to 7 p.m., the entire shift will be paid the Lobster rate, otherwise the Lobster rate will be paid only for those hours worked before 7 a.m. or after 7 p.m.

### 22.04 Bindery Shift premium

Twenty percent (20%) in addition to regular pay when rest period is less than eight hours between shifts. It is further understood that there shall be a minimum of six hours rest between shifts.

Bindery employees who work on Saturday morning (after having worked a Friday night shift) shall be entitled to an additional 20 per cent over the applicable rate of pay. It is understood that this is in lieu of there not being the required eight hours of rest between shifts.

### 22.05 Foremen

Except for regular foremen (a below) and assistant foremen at smaller sites (b below), premium rates are only to be paid as working premiums and are not included as pay when the job function they are paid for is not being performed.

The following supervisory premium rates for mechanical departments will apply:

- Foremen 20%
- Assistant Foremen/Bindery Supervisors 10%

While the Press hall continues to operate a three-day week, pursuant to the Letter of Agreement #4, foremen rates for Press hall employees shall be paid

as per the Letter of Agreement.

The Company reserves the right to appoint an assistant foreman in addition to a foreman, in departments where it deems necessary, because of volume of work and size of staff, except in the Press hall where there will continue to be an assistant foreman on each shift.

a) In departments with five or more employees on the regular board (including foreman), the foreman's rate will be paid to one employee.

b) In departments with up to four employees on the regular board the assistant's foreman's rate will be paid to one employee except as per Article 43.12.

c) When the foreman (a) or assistant foreman (b) is absent for vacation or sick leave, another employee will be paid the applicable rate.

d) In departments where the current practice regarding foremen and assistant foremen differs from those set out in Sections (a), (b) and (c) above, the current practice shall remain in effect as long as the current incumbents hold their positions.

22.06 Technician rate: ten (10%) differential as per Article 4.03.

22.07 There will be no pyramiding of supervisory/technician rates.

22.08 When a bargaining unit member fills in for a non-Union supervisor or manager for a period of two days or more, the higher classification pay will be 10 per cent above the top pay rate of the bargaining unit member's pay grid, including commission in classifieds, or current practice, whichever is greater (the current rate, if greater, will only apply to incumbent employees who have received it in the past).

It is understood that, if the premium is triggered, it will apply to all days the supervisor or manager is away.

### Overtime

22.09 All work done before or in excess of the regular work shift by members of Communications, Energy and Paperworkers Union of Canada, Local 2000 affected by this agreement shall be considered overtime and shall be paid for at double-time rate.

Not less than the above overtime rate shall be paid for any shift worked in excess of the standard workweek or an off day or off-night.

22.10 At least one (1) hour notice shall be given for overtime in excess of one hour being worked

22.11 It is further agreed that there will be a paid 15-minute break prior to the commencement of overtime of two hours or more.

22.12 If the overtime is for more than three hours, the Employer agrees to provide an additional paid 15-minute break during the overtime period.

22.13 Outside retail advertising sales personnel and outbound classified sales personnel shall be exempted from the overtime provisions of this collective agreement.

22.14 In editorial, any hours in excess of those specified in Article 21.17 – Hours of Work, shall be overtime.

22.15 The Company will keep a record of all overtime. Copies of these records will be given to the Union on request.

#### **Banking of Overtime**

22.16 Overtime may be compensated for by the employee being granted time-off at the employee's option.

22.17 Employees may bank an unlimited amount of overtime but the overtime will be paid out at the rate it was earned.

22.18 Overtime may not accumulate past the end of the year except by mutual agreement. Any overtime hours that are in the bank at the end of the year must be paid out in the last pay period of the year.

22.19 When time off is taken, such time to be mutually agreed upon.

#### **Grid Placement**

22.20 Employees' placement on the grids will be based on date of hire, seniority and experience. For instance, a reporter hired July 1, 2002 will move to the top level on July 1, 2006 while a clerical worker hired November 1, 2005 at the starting level will move to the 'after one year' level on November 1, 2006 and each subsequent annual step-up on the anniversary of their date of hire.

#### **22.21 First Aid Attendants**

a) Designated First Aid Attendants who are required to have Level II or Level III certificates will receive a premium of \$60 per week when acting as First Aid Attendant (at existing sites where this is a current practice)

b) Qualified Level II and level III First Aid Attendants not required to act as a First Aid Attendant will receive \$25 per week.

c) Designated First Aid Attendants who are required to have a Level I certificate and act as First Aid Attendant will receive a premium of \$25 per week when acting as First Aid Attendant.

### **ARTICLE 23**

#### **HIGHER CLASSIFICATION PAY**

23.01 In non-mechanical departments, employees shall receive the rate of pay for any higher classification to which they may be assigned.

23.02 No employee shall receive a reduction in pay when assigned to a lower classification.

23.03 The provisions of this Article do not apply to employees affected by Technological Change as detailed in Article 18 of this agreement.

### **ARTICLE 24**

#### **NOTICE TO CHANGE STARTING TIME**

24.01 The department manager, foreman or supervisor of the department or publisher if it applies, shall have the privilege of calling his/her regular force or any part of it to work at different hours, provided that in no event shall a member of a mechanical department be required to commence work at more than (2) starting times within a fiscal week, except as noted in Articles 21 and 22.

24.02 If there are two (2) starting times within a fiscal week, those start times will be no more than 1 hour apart.

### **ARTICLE 25**

#### **LUNCH PERIOD**

25.01 Lunch period must not be more than four and one-half (4 1/2) hours from starting time, except in case of emergency. Not less than thirty (30) minutes nor more than one hour shall be allowed for lunch, but such time shall not be considered under any circumstances, office time.

25.02 Employees in the classified call centre shall have the option to take 1/2-hour lunch breaks, as long as sufficient coverage can be provided to serve the needs of our customers. This may necessitate a change in start times, lunch breaks, etc. As many one-half hour lunch breaks will be accommodated as possible under the above-noted circumstances.

25.03 It is agreed that there shall be two 15-minute paid coffee breaks per shift.

25.04 Coffee breaks in the various departments will continue as per past practice.

### **ARTICLE 26**

#### **CALL BACK**

26.01 Employees called back after having left the workplace shall be paid overtime rates for all time worked, including travel time, but not less than four (4) hours where this is the current practice, all at the overtime rate.

**ARTICLE 27**  
**PART-TIME & TEMPORARY EMPLOYEES**

**Temporary Employees**

27.01 A temporary employee is one employed for a special project or for a specified time, in either case not exceed three months, except by mutual agreement.

27.02 The Union will give its agreement in the case of an employee hired to fill a temporary vacancy created by any regular employee's absence for up to twelve (12) months.

27.03 After any employee's period of temporary employment exceeds three (3) months, the Company will pay 70¢ per hour in lieu of benefits to that person under this collective agreement; except that no severance pay will be payable on termination necessitated only by the regular employee's return to work

27.04 The period of temporary employment may be extended by mutual agreement.

27.05 The Union shall be notified in writing as to the nature of the employment of any temporary employee and the duration of such employment;

27.06 Temporary employees shall be excluded from all terms of this Agreement except appropriate hours, wages and overtime sections, and shall be covered by Union shop and check-off provisions.

27.07 Statutory holiday benefits will be provided in accordance with the terms of the Employment Standards Act and its regulations.

27.08 The parties recognize the right of management to hire employees on a temporary basis

27.09 Temporary employees shall not be hired where, in effect, such employment would eliminate or displace a regular or full-time employee.

27.10 The Company agrees that a temporary employee who is rehired within four (4) months after termination of temporary employment shall be considered an employee under this Agreement and will given credit for his/her temporary employment for such things as placement on and movement up the pay grid (if rehired in same classification as the temporary employment was in), seniority, vacation entitlement, sick leave and other length of service credits.

**Part-Time Employees**

27.11 The Union recognizes the Company's right to hire part-time employees but at no time will a part-

time employee work less than four (4) hours per shift. In Creative Services, any part-time employee hired for less than a full shift must work within the hours of the latest scheduled shift.

27.12 A part time employee is one who is hired to work regularly less than the full-time hours as set out in Article 21.

27.13 Part-time employees shall not be employed where, in effect, such employment would eliminate or displace a regular or full-time employee.

27.14 Where one or more part-time employees are hired to fill a vacant full-time position, each such employee shall be covered by the provisions of Articles 37 and 38.

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

27.16 Part-time employees hired after the date of ratification shall advance on the schedule of minimum salaries according to the actual hours worked or every 18 months, whichever is less.

27.17 Part-time employees will receive pro-rated vacation pay, sick leave pay, statutory holiday pay and flat-rate allowance for expenses and equipment.

27.18 If a statutory holiday falls on a day that a part-time employee would normally have worked, the employee shall not have his/her wages reduced by reason of his/her not working on that day.

27.19 If a statutory holiday falls on a day that a part-time employee would not normally have been working, the employee will be paid on a pro-rated basis for the statutory holiday as per Article 32.06.

27.20 The Company shall offer regular part-time employees extra straight-time shifts caused by variations in departmental staffing requirements. For those part-time employees willing to work extra straight-time shifts, such shifts shall be offered in order of seniority to available employees who are qualified to perform the required work.

27.01 Part-time employees who work extra shifts shall not be paid overtime for unscheduled shifts except where such work is beyond the units of hours in the work day or work week.

All other provisions of Article 22 (Premium Rates, Overtime) and Article 21 (Hours of Work) shall apply. Such extra work shall not count towards entitlement for health and welfare benefits.

27.02 In the event of a part-time employee becoming a full-time employee, he or she shall be credited at least with actual time previously worked.

## **ARTICLE 28 ALTERNATIVE WORK WEEK SCHEDULES**

28.01 The parties hereby agree that alternative work week schedules will be examined during the term of this agreement on an individual, department by department or site by site basis where either the Company or the Union requests such an examination.

28.02 If both the Company and the Union agree, a committee will be set up to examine alternative work schedules.

If neither the Company nor the Union agrees, the application for an alternative workweek will not proceed.

The committee shall consist of equal Union and management representatives and will meet on Company time, with no loss in wages.

28.03 The proposal will only be put to the members for a vote if both parties so agree. (This vote shall not apply to alternative workweek schedules implemented on an individual basis.)

28.04 If supported by the majority of members in a department or work site, the alternative work week schedule will be implemented for a three-month trial basis.

28.05 After that trial basis the agreement can be terminated or modified with the agreement of the Union (which may require a further vote in the department) or extended for a period of time agreed to by the parties.

28.06 Unless specifically altered by mutual consent all benefits (including vacations, statutory holidays, health and welfare etc.) will continue based on the work week/day in place prior to an agreed alternative schedule.

## **ARTICLE 29 JOB SHARING**

29.01 The purpose of this Article is to set forth the conditions under which bargaining unit positions may be shared.

29.02 This Article shall not modify, diminish or expand the provisions of the current collective bargaining agreement, unless such modifications are explicitly and clearly provided for herein.

29.03 Members of the bargaining unit having a minimum of one (1) year of service with the

Company, and who desire to participate in a job sharing situation, shall submit a written application to their department manager.

Such application shall include the employee's name, department and position, and the proposed work schedule for the participants.

Upon receipt of the application, a job sharing situation may be created by mutual agreement among the Company, the Union and the employees participating in the situation.

Such agreement shall be terminated by any party upon serving a 30-day notice to the other parties.

29.04 Any employee hired to facilitate a job sharing situation, either as a part-time partner in a job sharing situation or as a replacement for a full-time employee entering into a job sharing situation, shall be temporary.

After three (3) months, the temporary employee shall receive benefits as described in Article 29.06 below. No severance pay will be payable on termination necessitated only by the termination of the job sharing situation.

At no time will the Company be liable to more severance payouts than if there had been no job share.

If a severance is paid out under this Article, the minimum required under Article 17 will be waived.

29.05 The term of any job-sharing situation shall be a maximum of one (1) year, renewable for additional terms of up to one (1) year at the mutual agreement of the Company, the Union and the participants.

29.06 In any job-sharing situation, salary will be paid under the following conditions:

The salary scale for the position shall apply to each participant based upon his or her respective service in the position.

Job share participants shall, if necessary, determine how to share benefits set out in Article 37 and 38. Job share participants shall be considered part-time employees as set out under Article 27 Part time and temporary employees.

29.07 The department manager and the employees participating in a job-sharing situation shall decide how to schedule the workweek, and the schedule they agree upon shall become the participants' regular work schedule.

Occasionally, employees may be asked to deviate temporarily from the regular work schedule in order to cover or complete an assignment and/or cover for a participant who is unavailable.

When such deviation is necessary, the employee shall be informed of the nature and expected length of the deviation.

29.08 If an employee hired to facilitate a job-sharing situation accepts a permanent position within the Company or terminates his or her employment, the job sharing situation ends and the permanent employee(s) revert to full-time work schedules unless a new job share partner is found within thirty (30) days.

29.09 If the Company or a permanent employee terminates the job-sharing situation, the participating permanent employee(s) revert to full-time work schedules. The temporary employee is terminated unless other suitable work is available.

### **ARTICLE 30 EXPENSES AND EQUIPMENT**

30.01 The Company shall reimburse the employee for all expenses incurred by the employee on behalf of the Company where such expenses have been authorized by the Company and claims are supported by substantiating documents.

30.02 The employee shall be reimbursed for meals and lodging while on authorized assignment by the Company upon submission of substantiated expense claims.

30.03 Necessary working equipment shall be provided for the employee and paid for by the Company.

#### **Photographic equipment**

30.04 Employees required by the Company to supply their own photographic equipment shall be paid a minimum of \$10.00 per day (\$15 if digital) if the employee(s) supply the equipment.

This allowance will be paid for all days the employee performs work for the Company, including statutory holidays and vacation and this equipment shall be protected against loss or damage by insurance paid for by the Company, and necessary maintenance and damage caused on an assignment for the Company shall be paid for by the Company.

#### **Cell phones**

30.05 Employees required by the Company to supply their own cell phones shall be paid as per current practice or \$25 per month, whichever is greater.

This allowance will be prorated for any leave of absence in excess of five (5) working days, including illness and/or injury.

#### **Parking**

30.06 The Company shall reimburse employees for all parking costs incurred while using their vehicles in the service of the Company.

#### **Protective gear – Bindery and Press**

30.07 Protective gear for bindery and press employees: The Company will provide one pair of safety boots/shoes to a maximum value of \$140.00 for those employees working in the press and bindery areas.

The Company will repair or replace the boots/shoes when necessary due to normal wear and tear.

30.08 The Company will provide an allowance of up to \$65.00 for hearing protection for those employees working in the press and bindery areas and replace as necessary, not to exceed once every two years.

In addition, earplugs shall be made available to any employee requesting them.

30.09 Employees who do not achieve an equivalent of 225 hours of employment with the Company shall have the amount deducted from their last pay that the Company has expended for them as reimbursement to the Company for protective gear.

30.10 All employees in the press and bindery areas will be required to wear safety boots/shoes and hearing protection while at work.

30.11 The Company will provide moist industrial hand soap and PR88 hand protector cream for use by all press and bindery employees.

30.12 The Company agrees to provide aprons for all bindery employees and a minimum of six (6) pairs of trousers and seven (7) shirts for pressroom employees.

30.13 The Company agrees to provide a laundry service for said apparel.

### **ARTICLE 31 TRANSPORTATION ALLOWANCE**

31.01 Employees required by the Company to use their vehicle while on company business will be reimbursed by the kilometre as follows:

- Minimum 35 cents per kilometre.
- An additional 10 cents per kilometre will be paid for travel outside the primary market area, as currently defined.

Price of Regular gas at Shell, Sumas Way, Abbotsford

Price of Gas	Mileage Rate
80 84.9	.350
85 89.9	.355
90 94.9	.360
95 99.9	.365
1.00 1.04.9	.370

Etc.

The reimbursement rate per kilometre will be adjusted up or down quarterly, effective January 1, 2007, in accordance with the schedule detailed above.

31.02 In lieu of the rate per kilometer allowance detailed in 31.01, outside advertising sales staff, reporters and photographers shall have the option to receive a flat rate as detailed below:

Outside Sales Reps	\$341 per month
Reporters	\$252 per month
Photographers	\$341 per month

The gas portion of the monthly allowance to be adjusted up or down quarterly in accordance with the schedule detailed below:

Price of Regular gas at Shell, Sumas Way, Abbotsford

Price	Reporters	Outside sales/photographers
80 84.9	\$252/month	\$341/month
85 89.9	\$256/month	\$347/month
90 94.9	\$260/month	\$353/month
95 99.9	\$265/month	\$359/month
1.00 104.9	\$269/month	\$365/month

Etc.

31.03 Flat rate allowances, if paid, will only be paid for time actually worked including statutory holidays, vacation and Company paid sick leave.

### ARTICLE 32 STATUTORY HOLIDAYS

32.01 All employees, except those covered under Article 32.05 who have completed 30 days of employment shall be allowed the following holidays without loss of pay:

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

And the closest Friday or Saturday to the employee's birthday, or as a floater, at the employee's option.

32.02 Any additional days proclaimed by the Provincial Government shall be treated in the same fashion as the above listed statutory holidays.

### Compensation for stats

32.03 If no work is performed, employees shall be allowed the aforementioned days off without loss of pay.

Such days shall be paid for at double rates if worked, plus another day off with pay in lieu of the holiday, to be taken at a time mutually agreed between the employee and the Employer

32.04 The premium rate will be paid for any hours worked by an employee between 12:01 a.m. and 12 midnight on the day a statutory holiday occurs.

The premium rate will be paid for the full shift if the majority of the shift falls on the statutory holiday.

32.05 An employee on the sub list, bindery employees currently paid 4.2%, and a part-time employee who does not qualify for health benefits shall receive 4.2% per cent added to their weekly pay in lieu of receiving paid statutory holidays.

32.06 An employee who is given a day off on a statutory holiday or instead of a statutory holiday must be paid the following amount for the day off:

- if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, the same amount as if the employee had worked regular hours on the day off;
- for an employee who does not have a regular schedule of hours, who is not covered by 32.05 above and who has worked at fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the 30 day period by the number of days worked;
- for an employee who has worked less than 15 of the last 30 days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the 30 day period by 15.

32.07 An employee on leave of absence in excess of (1) month or who is receiving monies from a third party (Maternity/Parental leave, WCB, or any insured wage loss plan) shall not be entitled to receive Statutory Holiday pay under this Article 32, for any statutory holiday that falls during such leave.

### Staffing on stats

32.08 It is the intention of the parties that no employee will be required to work when a statutory holiday falls on his/her regular day off.

However, in the event staffing is necessary on a statutory holiday, shifts will be offered in priority order.

If no one claims the shift(s) the employee(s) with the least priority, who would normally work the required

shift on that day of the week, will be required to fill the shift(s).

32.09 In the event an employee claims a statutory holiday shift and that shift would normally be his/her day off, such employee will take a day off without pay from his/her regular schedule in the same week.

Notwithstanding the previous sentence, where operating requirements dictate, if there is no substitute for the day off mentioned above the Employer may require the employee to work that day off, for which he/she shall be paid at straight-time rates. The employee shall also be entitled to another day off with pay in lieu of the holiday, to be taken at a time mutually agreed by the employee and the Employer.

#### **Days off falling on a stat**

32.10 An employee failing to receive a paid statutory holiday by reason of his/her day off falling on the holiday or while the employee is on vacation shall receive another day off in lieu of such holiday missed; provided that wherever possible, such days off shall be combined with the employee's regular day off or a weekend if he/she so desires.

32.11 A maximum of 11 statutory holidays may be accumulated in this manner.

### **ARTICLE 33 VACATION ENTITLEMENT**

All employees will earn vacation in accordance with Articles 33.01 – 33.05. Those employees employed as of the date of ratification will continue to take vacations as is currently the practice at their sites. Employees hired after the date of ratification will take vacations as detailed in 33.06.

33.01 Every employee shall be given vacation in accordance with the terms of this Article.

33.02 During the first and subsequent years of service, employees shall earn three (3) weeks of vacation.

33.03 During the fifth and subsequent years of service, employees shall earn four (4) weeks of vacation.

33.04 During the tenth and subsequent years of service, employees shall earn five (5) weeks of vacation.

33.05 During the 20th and subsequent years of service, employees shall earn six (6) weeks of vacation.

33.06 Vacations are fully earned only by virtue of a

completed service year and may only be taken in a calendar year in which a service year is completed. For example: During the fifth year of service an employee earns (4) weeks of vacation. If that employee completes his/her fifth service year on August 7th, 2003 he/she will be entitled to take four (4) weeks vacation in 2003 and that four (4) weeks vacation is fully earned as of August 7th, 2003. That employee will be entitled to take four (4) weeks vacation in 2004 and that (4) weeks vacation is fully earned as of August 7th, 2004.

33.07 Vacation entitlement will be reduced proportionally if employment is terminated, or if the employee has had vacation entitlement deducted as a result of a leave of absence pursuant to Articles 40.17 and 40.18 of this Agreement.

#### **VACATION PAY**

##### **Full Time**

33.08 Vacation pay shall be two percent (2%) of an employee's previous calendar year's vacationable earnings for each full week of earned vacation or the employee's current weekly vacationable earnings, whichever is greater.

Vacationable earnings for employees shall include wages/salary, commissions and premiums, but shall not include allowances, reimbursements or any taxable benefits paid by the Employer on the employee's behalf.

##### **Part Time**

33.09 Vacation pay for Part-Time employees will be as follows:

- a) Part-time employees receive vacation on a current year basis.
- b) Annual Vacation pay is earned on a part-time employees' percentage of FTE for the previous year. Vacation pay when a part-time employee takes vacation will be based on this percentage.
- c) At the end of each calendar year, vacation pay only will be recalculated based on the vacationable earnings for that calendar year and the employee will be paid any shortfall.
- d) In the case of an overpayment, the amount of the overpayment shall be deemed to be a pay advance that shall be recoverable from the employee in the form of a deduction from future vacation earnings.
- e) Vacation pay will be calculated in Hope as per past practice.

##### **Commissioned sales**

33.10 Vacation pay shall be two percent (2%) of the employee's previous calendar year's vacationable earnings for each full week of earned vacation.

When an employee takes less than a full week of vacation, he/she will continue to be paid base rate

plus commission for that week.

At the end of the current year, the Company shall calculate the vacationable earnings for each employee, which shall include the amounts paid for less than full weeks of vacation, for each employee, in order to determine the average regular weekly wage. If this figure is higher than the two percent (2%) of the previous year's earnings, the difference will be paid to the employee by January 31st of the year following.

Each commissioned sales employee will be provided with information on how these amounts were calculated.

**Substitutes & Part-timers** who do not qualify for benefits

33.11 Substitutes and part-timers (i.e. employees who do not qualify for health benefits) shall receive vacation pay based on six percent (6%) of earnings paid with regular pay.

Vacation entitlements begin to accrue when a substitute becomes a regular employee, but service date begins with the first shift worked as a substitute for the Company.

33.12 Permanent, part-time employees (employees who qualify for health benefits) shall earn vacations in accordance with 33.01 through 33.06 above.

#### **Miscellaneous provisions**

33.13 Any employee off work and being paid (excluding pregnancy/parental leaves) will continue to accrue vacation credits, which count towards vacation pay, but such credits will be limited to those earned for a maximum of one year.

33.14 If an employee does not take his/her full vacation entitlement within the calendar year in which it is to be taken, the Employer will require him/her to take that vacation prior to the end of February of the following year unless otherwise mutually agreed.

33.15 Upon termination of employment of an employee, or in case of death, he/she or his/her estate shall receive accrued vacation pay up to the date of his/her termination/death.

33.16 If an employee terminates and has taken vacation with pay which has not been earned by the time of termination, any excess payment shall be deemed to be a pay advance that shall be recoverable from the employee in the form of a deduction from any monies owing on termination.

#### **VACATION SCHEDULING**

33.17 Employees shall be allowed to claim their

maximum vacation entitlement in priority order within each department, subject to the provisions set out in this Article.

33.18 All employees, including permanent part-time employees, will be allowed to take two (2) consecutive weeks of vacation during the 10-week period (hereafter known as summer vacation time) ending with the Labour Day weekend.

33.19 Those employees wishing to take additional vacation time during summer vacation time may choose additional weeks only after all others in their department have had the opportunity to select vacation time off during summer vacation time provided that the Employer may prevent more than one employee being off at the same time when additional weeks are claimed.

33.20 At any one time one employee in any department will be entitled to be on vacation, except in Mission, Hope and Bowen Island where the Unionized employees will book vacations as if they are on one seniority board.

33.21 A second or third employee may be permitted to be off at the same time, subject to any contrary provisions of this Article and provided that the Employer may adjust such vacation schedules to minimize the impact on operations.

33.22 The normal period for taking vacations shall be from May 1 to October 31 inclusive. The Christmas-New Year Week and the School Spring Break shall also be considered the normal vacation period.

33.23 All employees shall be entitled to take their full vacation entitlement during the normal period but will not be required to do so.

Subject to scheduling limitations contained elsewhere in this Article, employees are permitted to take vacation outside of the normal vacation period.

33.24 Vacation schedules shall be arranged in accordance with sections 33.17-33.23 by the department manager, foreman or supervisor of the department or publisher if it applies after consultation with the chapel chair or shop steward.

33.25 Vacation lists must be completed and posted prior to March 17 of each year except by mutual consent of the chapel chair and the foreman or supervisor of the department or publisher if it applies.

33.26 Any employee who has not scheduled their full vacation entitlement by March 17 shall not be permitted to use their priority standing to displace

another employee who has already scheduled vacation.

33.27 An employee in the first calendar year during which they are employed may request up to two (2) weeks [ten (10) working days] unpaid leave of absence to accommodate prior holiday commitments

33.28 There shall be no limit to the number of consecutive weeks of vacation an employee can take as long as the selection of those weeks follows the provisions of this Article.

33.29 The Company shall provide, to each employee, a list of all outstanding time under this section by January 31 of the year following.

33.30 Employees in the advertising departments (except ad control) will not be permitted to take vacations from November 15 to deadline day for the Christmas edition unless special permission is granted by the department manager.

33.31 The Employer cannot cancel vacation time once it has been approved without the mutual agreement of the Employer and the employee.

33.32 The Employer shall, in consultation with the chapel chair or shop steward, make all reasonable efforts to ensure that there are sufficient competent regular employees to perform all necessary functions in a department and, except in the case of emergencies or unforeseen circumstances not evident at the beginning of the shift, perform said necessary functions without overtime.

33.33 Vacations claimed prior to March 17 and as full weeks will have priority over vacations taken of less than a full week. Subject to the other provisions of this section, this means a senior employee may not be able to claim less than a full week where a less senior employee has requested that same week as a full week of vacation. However, employees who wish to take part-week vacations shall not be unreasonably denied.

33.34 Vacation relief coverage provided by bona-fide journalism or marketing students, as defined by Article 35.02 (b), shall be compensated for their tenure at least in accordance with 35.04 (c), that is at 75% of the starting wage rate on the schedule of minima in the collective agreement.

#### **ARTICLE 34 REPLACEMENTS**

34.01 Whenever any employee is temporarily absent by reason of illness, vacation, disability or written leave of absence and the Company chooses to provide substitute help, it shall temporarily promote

the employee obviously next in line to fill any position so vacated if that employee so wishes.

34.02 Every employee temporarily promoted shall receive the pay applicable to the classification of the position which he/she temporarily holds for such time as he/she continues in that capacity.

#### **ARTICLE 35 STUDENT JOB EXPERIENCE IN NON- MECHANICAL DEPARTMENTS**

##### **Preamble**

35.01 The Company and Union agree that job training and job experience programs arranged by educational institutions are beneficial to students and society.

The Company and the Union also agree that no student placement will in any way reduce the hours of work of any member of the unit, or replace any regular members who are laid off or who regularly work on a casual/freelance basis.

##### **Terms of Reference**

35.02 a) The following terms of reference will apply to all student placements:

b) A work experience placement is designed to introduce high school students to specific work experiences and skills by placing them in a working environment for a prescribed period of time.

This is intended to show the student the demands of the workplace, jobs and skills he or she will face when entering the workforce.

c) A practicum or co-op student is someone who is studying journalism or marketing through an accredited post-secondary institution and requires hands-on work experience in order to graduate.

While Employers are not required to pay a practicum student, they must pay co-op students at least an entry-level rate.

Practicum students generally only seek placements at the end of the spring term, while the work-study nature of co-op programs means co-op students might seek a placement at any time.

##### **Notification**

35.03 The Union and Company must mutually agree upon each placement, on a site-by-site basis. The Company will notify the Union as early as possible of its intent to place a student.

##### **Employment Issues**

35.04 a) At no time will a student placement coincide with an industrial relations dispute between the Union and the Employer.

At no time will the placement of a student, if such placement would precipitate a contractual dispute

between the parties, be allowed to proceed.

b) In the case of work experience and practicum placements, the Union will waive the requirement in the collective agreement, where applicable, that only Union members can operate equipment in the workplace.

c) In the case of co-op placements, the students will be required to join the Union, pay Union dues and receive benefits, reimbursable expenses and wages at not less than seventy-five (75% of the starting wage rate on the schedule of minima in the collective agreement.

d) Practicum students assigned to the editorial department will receive a stipend equivalent to the site's reporter car allowance.

### **Supervision**

35.05 Training and supervision of students will be the sole responsibility of the editor or department head. It is understood that when a worker is assigned to supervise a student, his/her regular responsibilities will need to be adjusted.

35.06 Shop stewards will provide students with new member's packages and orientations.

## **ARTICLE 36 PENSION PLAN**

36.01 All Unionized employees (except Bindery casuals, LOA No. 7 – Bindery Staffing Levels) shall become members of the CEP multi-Employer pension plan.

36.02 Normal retirement age for all employees will be 65 years of age.

36.03 Contribution rates to the CEP Multi-Employer plan will be as follows:

For all existing employees currently in the CEP Multi-Employer Plan:

- 4.75% of gross earnings effective August 1, 2003
- 4.85% of gross earnings effective April 1, 2007
- 4.95% of gross earnings effective April 1, 2008
- 5% of gross earnings effective April 1, 2009.

36.01 Contributions shall be made for any shift for which an employee receives compensation (e.g.: sick leave, vacations, holidays, disability insurance, WCB, bereavement leave, jury duty). The Plan is administered jointly by Union and Employer Trustees.

36.02 Contributions shall be made by cheque, money order, or similarly recognized medium of exchange and shall be made payable to the CEP Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of Justina Ersan, Senior Pension Administrator, Aon Consulting Inc., 1 Eglinton Avenue East, Suite 320, Toronto, Ontario M4P 3A1,

(or to such other corporate trustee as may be designated by the Trustees of the Plan), no later than the 10th of the following calendar month for which contributions are due.

Remittance Forms to be furnished by 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., 1 Eglinton Avenue East, Suite 320, Toronto, Ontario M4P 3A1, no later than the 10th of the following month for which contributions are due.

36.06 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.

36.07 In the event that the Employer shall fail to pay contributions to the plan on a timely basis, the Plan and its trustees shall have, in addition to such rights as they may have to collect such contributions under applicable statutory and common law, the right to invoke the arbitration provisions of this Agreement for adjudication of the Employer's duty to contribute to the plan.

The plan and its Trustees shall not be required to comply with any of the pre-arbitration requirements of the grievance procedures set forth in this contract.

If the arbitrator determines that the Employer has failed to pay a contribution due the plan under this agreement the arbitrator shall award to the plan the total amount of contributions due and owing plus interest at the maximum rate allowed by law and the costs and expenses, including reasonable attorney fees, incurred by the Plan in pursuing the arbitration proceeding and any court action to obtain enforcement of the arbitrator's decision.

The Employer shall supply to the Chapel Representative a copy of receipted Remittance Forms received from the CEP Multi-Employer Pension Plan within five (5) days of receipt of such forms.

36.08 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 Trust to which the Employer has made contributions.

36.09 Should the Union direct the Company to forward pension contributions for its employee members to a different Pension Plan and/or Plan Administration, they will provide the Company with a minimum of one (1) month's notice.

**ARTICLE 37  
SICK LEAVE**

**Entitlement**

37.01 An employee is entitled to up to seven (7) days per year of sick leave at one hundred percent (100%) of full salary.

37.02 He/she may carry forward and accumulate up to fifteen (15) days (pro rata for part time) or sick leave as follows:

- All new employees will receive a pro rata amount of sick leave in their first year of service, based on the calendar year, i.e. if someone is employed April 1<sup>st</sup>, he/she will receive 9/12 of seven days in his/her first year of employment.
- Any sick time (STD) used in excess of the banked sick time will be unpaid until the weekly indemnity commences.

37.03 The parties agree to set up a joint sick leave committee to review the use of sick days.

37.04 The publisher shall, in consultation with the chapel chair or shop steward, ensure that there are sufficient competent regular employees to perform all necessary functions in a department (except in cases of emergencies or unforeseen circumstances not evident at the beginning of the shift) and to perform necessary functions without overtime.

**Medical certificates**

37.05 The Employer shall pay the cost, if any, where a medical certificate is required.

37.06 No deductions for sick leave shall be made from overtime or vacation credited to the employee. Salary calculations

37.07 Salary calculation will be an employee's regular wage plus all, premiums.

For employees earning commissions, regular weekly wage shall be 1/52 of 12 months base rate plus commission to the most recent December 31<sup>st</sup> or June 30<sup>th</sup>.

**Medical/dental appointments**

37.08 Employees should endeavour to arrange medical and dental appointments during non-working hours. Sick leave is not to be taken for such appointments. It is, however, recognized by the Company that making such appointments during work hours is at times unavoidable. In such instances, employees will be permitted to schedule medical and dental appointments at a time mutually agreed between the Employer and the employee, and may use banked overtime, vacation time, take time without pay, or make up the time for such

appointments (make up time is subject to mutual agreement between the Employer and the employee).

**ARTICLE 38  
HEALTH AND WELFARE**

38.01 The cost of providing health and welfare benefits for each employee who works eighteen (18) hours or more per week will be cost-shared in the following manner: Employer will pay eighty percent (80%) of the benefit cost and the employee will pay twenty (20%) of the benefit cost.

The coverage provided is for employees and eligible dependents.

The parties agree that there will be no changes to the plans without prior approval from the Union.

**Benefit entitlements**

38.02 The Employer agrees to enroll employees who work 18 hours or more per week in the Printing Industry Health & Welfare Plan for the purpose of providing life insurance, short and long-term disability benefits as may be included in the Plan.

38.03 Permanent part-time employees who work less than 18 hours per week will receive \$0.70 per hour in lieu of benefits.

38.04 The PIH&WP benefits include:

- Group Life at one times the annual salary to a maximum of \$100,000.
- Accidental Death and Dismemberment at one times the annual salary to a maximum of \$100,000.
- Weekly Indemnity at 70 per cent of weekly earnings rounded up to the nearest dollar to a maximum of \$700 per week for a maximum of fifty-two (52) weeks.

Earnings for commissioned sales will be twelve (12) months base rate plus commission to the most recent December 31<sup>st</sup> and June 30<sup>th</sup>.

- Long-term Disability at 60 per cent of the first \$2,500 of earnings, then fifty-two (52) per cent of the next \$2,000 and forty-five (45) per cent of the balance rounded up to the nearest dollar to a maximum of \$3,000 per month.

This benefit starts on the 53<sup>rd</sup> week of disability and extends to a maximum of age sixty-five (65).

- Extended Health Care includes no deductible, 100 per cent of all eligible expenses, \$1 million overall plan maximum and vision care of \$275 effective January 1, 2007 and \$300 effective January 1, 2009, including the cost of eye examinations every twenty-four (24) months for adults and every twelve (12) months for children.

- Dental Care of Part A, basic services at eighty (80) per cent reimbursement, Part B, major restorative at 80 per cent reimbursement, and Part C, orthodontia at fifty (50) per cent reimbursement.

38.05 The Health and Welfare Plan are an appendix forming part of this collective agreement.

38.06 Employees applying for short-term disability benefits may be requested by the Company to submit a note from a mutually agreed second doctor. Any cost associated with this second opinion will be compensated by the Company.

**Employee and Family Assistance Plan**

38.07 An employer-paid Employee and Family Assistance Plan shall be designed jointly by the Company and Union.

**Health and Safety Committees**

38.08 A Health & Safety Committee comprised of two Union and two Company representatives shall operate at each site in accordance with Workers' Compensation Board regulations.

**ARTICLE 39  
BEREAVEMENT LEAVE & PAY**

39.01 An employee will be granted bereavement leave with pay to arrange or attend funerals.

39.02 Employees shall be granted five (5) days paid leave of absence in the event of a death of a spouse or a child or parent.

39.03 Employees shall be granted up to three (3) days paid leave of absence in the event of a death of other immediate family members.

39.04 Immediate family is generally defined as grandparents, stepparents, stepchildren, grandchildren and spouses, children's spouses, brothers, sisters, spouse's parents, and spouse's brothers and sisters.

39.05 In exceptional circumstances, paid leave of absence can be extended to, but limited to, a maximum of five (5) days. Exceptional circumstances include journeys which cannot be completed in one (1) or two (2) days.

39.06 The above categories include relations of the employee by marriage, common-law or adoption.

**ARTICLE 40  
LEAVES OF ABSENCE  
MATERNITY, PARENTAL LEAVES  
PUBLIC OFFICE LEAVE**

40.01 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.

40.02 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.

40.03 If the employee is unsuccessful then he/she shall return to work within thirty (30) days of the date of the election and be reinstated in the same or comparable position.

40.04 Failure to return within thirty (30) days will constitute notice of termination by the employee. His/her employment will be terminated on the 31st day.

**Maternity, Parental and Family Leave**

40.05 Maternity/Parental leave for a birth mother of up to one (1) year will be granted upon request.

40.06 However, no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy.

40.07 An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous.

40.08 An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits including paid vacation.

40.09 Failure to return at the end of maternity leave shall be termed a voluntary resignation.

40.10 Two (2) weeks notice shall be given by the employee, if possible, at the commencement of maternity leave and two (2) weeks notice prior to returning.

40.11 For each pregnancy maternity benefits shall be paid as follows:

- Where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows: I \_\_\_\_\_, agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so, I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.

- ii. The employee shall receive weekly benefits as follows: for the first two weeks 70 per cent of full pay;
- iii. For the next 15 weeks, the employee shall receive the difference between the amount received from EI and seventy-five (75) per cent of the employee's average insurable earnings per pay period for the period used by EI to calculate benefit entitlement as per the Record of Employment. (1996 - maximum \$750.00).

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

No employee is eligible for the benefits outlined in paragraph ii) and iii) above until she has been employed for twelve (12) months by the Company.

40.12 Parental leave, available to the natural or adoptive parents (excluding a birth mother) of up to thirty-seven (37) consecutive weeks (one [1] day with pay) shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child.

40.13 At least two (2) weeks written notice prior to commencement of parental leave is required, where possible.

40.14 Parental leave must commence within fifty-two (52) weeks of the birth of the child. Parental leave for an adopting mother and father must commence within fifty-two (52) weeks of the date on which the child comes into the actual care and custody of the adopting mother and father.  
Family Emergencies

40.15 An employee shall be granted at least five days of unpaid leave for family emergencies during each calendar year.

#### **Continuity of Service**

40.16 The services of an employee on Maternity/Parental Leave or Family Emergency Leave under Sections 40.05-40. above are deemed to be continuous for the purposes of:

- Calculating annual vacation and severance entitlement;
- Any pension, medical or other plan beneficial to the employee.

Employees returning from maternity/parental leave must use up all vacation entitlements earned while on maternity/parental leave prior to returning to work. This means that the vacation an employee is entitled to in their year of return is no more than it would

have been if they had been employed and at work instead of on maternity/parental leave.

#### **Other leaves**

40.17 Except as specifically provided elsewhere, other leaves provided in this Article shall be without pay or benefits and shall not constitute breaks in continuity of service.

40.18 Time taken on such leaves, other than leaves covered under Articles 40.19 & 40.20 shall not count toward benefits computed on the basis of time served, including but not limited to vacation entitlement, statutory holidays and severance pay.

#### **Union Leave**

40.19 A maximum of five employees designated by the CEP Local 2000 to attend a negotiating meeting shall be released for that purpose without loss of pay.

If it becomes necessary to hire replacement help to perform the job duties of any such released employee the Union will reimburse the Company all wage and related costs.

40.20 Employees carrying out other Company-Union business during working hours shall do so without loss of pay.

40.21 If an employee is elected or appointed to a position in CEP or CLC, or local of CEP, or any organization with which CEP is affiliated, such employee, upon his/her request, shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave thirty (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. Such leaves will be granted on the following basis:

- i. At sites with fewer than fifty (50) CEP members, a maximum of one employee will be granted leave for the above purpose;
- ii. At sites with fifty (50) or more CEP employees, one employee for each fifty (50) Union members, or portion thereof, at that site will be granted leave for the above purpose.

40.22 For education purposes only, the Company will consider granting more than one (1) employee leave under this Article.

#### **Personal Leave**

40.23 Upon request in writing, the Company shall grant employees leave of absence without pay for good and sufficient cause.

40.24 The Company will grant a leave, whenever possible, providing it does not cause unreasonable disruption in operations.

40.25 Requests for leaves of absence will be considered on a first-come, first-served basis.

40.26 Requests for leaves of absence exceeding two (2) weeks must be submitted at least two (2) months in advance.

40.27 Requests will not be considered for leaves of absence with dates further in advance than six (6) months.

40.28 No more than one (1) person from any department at any one time will be granted leave of absence without written permission of the publisher.

40.29 An employee granted a leave of absence under this Article 40 who accepts employment elsewhere without the Company's permission, shall be terminated immediately.

#### **ARTICLE 41 JURY DUTY**

41.01 An employee on jury duty call or called for service by any court of competent jurisdiction, shall receive the difference between the compensation received for such service (evidence to be provided) and the straight-time rate normally earned by such employee for each day called for such service.

#### **ARTICLE 42 MANAGEMENT RIGHTS**

42.01 The Union agrees the Employer has a right to operate and manage its operations in all respects except as expressly and specifically limited by this Agreement.

#### **ARTICLE 43 SUPERVISORS AND FOREMEN**

43.01 For the purposes of this collective agreement the term "foreman" or "supervisor" will be used to identify supervisory personnel in bargaining unit positions. The term "manager" shall refer to excluded management personnel.

43.02 An outside foreman (mechanical) hired by the Company shall become a member of the Union from the date of hire and shall accrue seniority whilst working as a foreman.

43.03 In the event that a reduction in the regular workforce is required, the outside foreman shall remain a member of the bargaining unit, but shall not be permitted to perform bargaining unit work that would normally be performed by a regular situation-

holder unless the employee laid off has less seniority than the outside foreman.

43.04 All foremen (mechanical) shall be members of the Union and tagged on the regular board as foremen.

43.05 A new foreman hired from within a MetroValley-owned newspaper will have the right to return to his/her former board with no loss of seniority, in the event that he/she is unable to satisfactorily perform his/her duties as foreman.

No employee shall be displaced by a foreman moving from one board to another, except if he/she returns to his/her original board.

43.06 A department manager, foreman, supervisor or publisher (depending on department) shall select, supervise and control all the employees connected with the same, and all employees shall perform such work as the department manager, foreman, supervisor or publisher may direct, subject to the provisions of this contract and of the General Laws of the Communications, Energy and Paperworkers Union of Canada as appended to this agreement.

43.07 The department manager, foreman, supervisor or publisher (depending on department) shall be the judge of competency based on the work performed.

43.08 The department manager, foreman, supervisor or publisher (depending upon department) shall have the right to employ help and may discharge for:

- a) Incompetence;
- b) Neglect of duty;
- c) 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 Laws of the Communications, Energy and Paperworkers Union of Canada.

43.09 A discharged member shall have the right to challenge the fairness of any reason given for his/her discharge.

43.10 The foreman or supervisor shall not be disciplined by the Union for carrying out the written instructions of the Company authorized in this agreement.

43.11 Production department members shall not be required to work without a supervisor or foreman or his/her replacement.

43.12 Bowen Island and Hope are exempted from the provisions of Article 43.

43.13 An acting editor will be named for an editor

who is absent from the workplace for more than two (2) days.

**ARTICLE 44  
OUTSIDE ACTIVITIES**

44.01 Employees of the Company shall be free to participate in activities outside working hours, provided such activities are not demonstrably in conflict with their duties and responsibilities, or in competition with the business of the Company.

**ARTICLE 45  
DISCIPLINE AND DISCHARGE**

45.01 There shall be no discipline or discharge of an employee except for just and reasonable cause.

45.02 The parties to this agreement subscribe to the principles of progressive discipline.

45.03 The Employer shall provide the Employee and the Union with a statement, in writing, of any disciplinary action taken and the reasons, in full, for such action, at the time of taking any such action.

This statement will define the problem, outline ways of correcting the problem and will clearly spell out the consequences of failure to make corrections.

45.04 When a meeting is to occur involving any employee with respect to the discipline or discharge of the employee, the Employer shall advise the Union in advance, and a shop steward or Union representative must at all times be present, unless the employee chooses to waive the right to such representation.

45.05 Written responses or grievances shall become part of a disciplined employee's record.

45.06 All formal disciplinary notations shall be removed from the employee's record after twelve (12) months provided that no further discipline has been received during that 12-month period.

45.07 In cases of gross misconduct, the employee will be suspended immediately without pay.

The Union shall be notified immediately and shall have seventy-two (72) hours following notification to make representation on behalf of the employee before the Company takes further action.

45.08 Upon demand, the foreman, supervisor or Publisher (depending upon department) shall give the reasons for discharge in writing.

Demand for written reasons for discharge shall be made within seventy-two (72) hours after the employee is informed of discharge.

**ARTICLE 46  
APPRENTICES**

46.01 Apprentices may be employed in the ratio of: one (1) apprentice to first (5) journeymen regularly employed; then the ratio shall be one (1) to every ten (10) journeymen.

46.02 No new apprentices shall be hired during the life of this agreement if it prevents present employees from remaining full time employees of the Company except as mutually agreed to by the parties.

46.03 A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employers shall be selected by the parties of this agreement.

All provisions of this agreement affecting 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 conditions outlined herein.

Should the committee fail to agree on any question the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decision shall be final and binding.

46.04 Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided in Union laws) before being admitted to journeyman membership in the Union.

The advancement in training and wage rates of an apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice and the term of his/her apprenticeship may be shortened to the extent of such accelerated advancement.

46.05 If applicable, apprentices shall be enrolled in courses which are decided upon by the apprenticeship committee, and which provide thorough training in the field of endeavour for which the apprentice has been selected.

Such courses must be successfully completed before the apprentice is admitted as a journeyman member of the Union.

46.06 The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under journeymen on all work within the jurisdiction of the Union.

Technician apprentices must be trained on all phases of maintenance and repair of the Company's equipment under the direction of the journeyman technician.

The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-round training as may be suited to the capacity of the apprentice.

46.07 Should an apprentice be careless and neglectful of the duties required by those in control of his/her trade training, his/her case shall be referred to the Joint Apprenticeship Committee for examination and action.

46.08 Apprentices shall undergo reviews before the Joint Apprenticeship Committee every six months. Their work must show if they are entitled to the increased wage scale provided in this contract. The Employer or his/her representatives has the right to be present and take part in any and all reviews.

46.09 Chapel Representatives of offices where registered apprentices are employed are required to make reports to the local committee on apprentices each six (6) months.

These reports must show if the agreed conditions are being fulfilled by all parties to this agreement, whether apprentices are being held back or if they are advancing in the different processes of the trade, and where apprentices are negligent or incapable of becoming a competent trades person such fact must be set forth in the report.

46.10 The Joint Apprenticeship Committee shall be the judge of an Employer's ability to properly qualify for the employment of an apprentice.

46.11 No apprentice shall leave one office and enter the services of another Employer without the written consent of the Joint Apprenticeship Committee.

46.12 Apprentices shall receive not less than the following rates of wages:

First six (6) months, 60 per cent of scale; starting with the seventh month and every (6) months thereafter, 5 per cent increase.

	1 <sup>st</sup> 6 months	2 <sup>nd</sup> 6 months
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

## **ARTICLE 47 GENERAL LAWS**

47.01 The publisher agrees to respect and observe the General Laws of Communications, Energy and Paperworkers Union of Canada, Local 2000 in effect at the time of signing this agreement, which are not inconsistent with this agreement, providing the Company is provided with an up-to-date copy of the laws as published before April 1, 1994.

A copy of the laws is appended to this contract.

## **ARTICLE 48 EDITORIAL EMPLOYEE INTEGRITY**

### **Bylines**

48.01 An employee shall have the right to express to his/her department manager or personnel manager concern over matters which he/she may feel to be a compromise of an acceptable or ethical practice.

48.02 A byline shall not be used over an employee's protest.

48.03 Whenever possible, factual changes in material submitted shall be brought to the reporter's attention before publication. If a reporter cannot be contacted prior to publication, his/her byline shall be removed.

### **Retractions and Corrections**

48.04 If a question arises as to the accuracy of printed material, the editor, and or publisher, will give due consideration to all available information, and consult with the employee where possible, before determining whether or not to publish a correction or retraction.

### **Letters to the Editor**

48.05 Letters to the editor which criticize or challenge the published stories of a reporter will, whenever possible, be discussed with the reporter prior to the publishing of the said letters to the editor.

48.06 All portions of a letter to the editor deemed by the editor and/or publisher to be libelous to the person, character or professional stature of the employee shall, after consultation with the editor, be deleted prior to publication.

### **Libel**

48.07 The basic instrument governing what may or may not be libel is the Libel and Slander Act of British Columbia. Editorial employees are required to be thoroughly familiar with the relevant sections of the Act. Other employees are required to be aware of the Act and know how it affects their jobs.

If questions arise, clarification should be sought from a department manager or the publisher.

48.08 Company lawyers are available to the publisher, the editor and other journalists and employees to provide prior interpretation of the Act as it relates to a news story, column, editorial or other information piece being prepared for publication.

48.09 In case of dispute, the final decision with respect to publication will rest with the publisher.

48.10 In the event that an employee is named in a libel action relating to material published by the Company, the Company will choose legal counsel and will assume all legal expenses, provided the employee has observed all relevant Company procedures in connection with the publication of the material in question. This clause shall be deemed invalid if malicious intent is proven or admitted by the employee.

48.11 In no case will an employee suffer loss of wages, status or benefits as a result of being named in a libel action, provided the employee has observed all relevant Company procedures in connection with the publication of the material in question. This clause shall be deemed invalid if malicious intent is proven or admitted by the employee.

#### **Miscellaneous**

48.12 Any advertising support copy published shall carry an overline reading "Advertising Feature".

48.13 A reporter will not be allowed to report on a body or group in which he/she holds elected office or a paid position, nor a body or group to which he/she is seeking an elected office or paid position.

48.14 An employee will not be required to write, process or prepare anything for publication in a way that distorts any facts or creates an impression that the employee knows to be false.

48.15 In all these and in other editorial matters the editor and ultimately the publisher have complete responsibility for formulation of editorial policy and the execution of that policy and therefore have the authority to make all final decisions concerning the total content of the newspaper.

#### **ARTICLE 49 DISCLOSURE**

49.01 It is established in law that all notes, records, documents, films, photographs, or tapes used by an employee while in the employment of the Company are the property of the Company.

49.02 An employee is required to disclose any and all information and/or material relevant to the legal matter under question, to the editor and publisher.

49.03 It is also understood that the publisher will comply with any legally binding orders of the court.

49.04 If the publisher and/or editor gives up custody of, or discloses any of the above, the employee will be so advised. The employee shall not give up custody of, or disclose any of the above without consent of the publisher, except by order of the court.

49.05 Both parties agree that protecting the identity of news sources is a matter of considerable importance, and that every reasonable effort will be made to protect the identity of a news source when a reporter has accepted a story on the understanding of non-attribution.

49.06 The publisher shall notify the employee concerned, and the Union, of any demand on the publisher for such surrender or disclosure or authentication.

#### **ARTICLE 50 COMMISSION SALES REPS**

50.01 The Company has the right to assign outside sales territories and customer accounts to sales persons and to designate which customer accounts shall be house accounts.

50.02 A house account is an account where media buying decisions are made by customers whose offices are located outside of the local census area and where camera-ready ad copy is received from sources outside the local census area.

50.03 The Company shall endeavour to allocate outside sales territories and customer accounts amongst the outside sales persons in a fair and equitable manner, recognizing the Company's desire to provide the best possible service to our customers.

50.04 The Company has the right to increase or decrease the number of outside sales territories, and hence the number of sales persons, provided this is done in a fair and equitable manner.

50.05 Any dispute as to the application of the foregoing will be subject to the grievance procedure in this collective agreement.

50.06 Sales accounts that are shifted from a local sales rep to management, BCNG or any other outside person shall remain on the local reps' account list and the local sales rep will be paid a shadow commission of two percent (2%) on those accounts for as long as the sales rep is required to continue to service that accounts.

Any sales rep currently receiving a shadow commission in excess two percent (2%) will continue

to receive that commission rate for as long as he/she services the account.

50.07 Sales reps will be provided with the following information each month:

- Sales they have made, listed by week, paper and category;
- Commissions earned on those sales.

50.08 Outside sales reps' participation in community events that do not directly involve their clients will be voluntary.

**OFF SITE COVERAGE**

50.09 Any employee of the classified call centre required to cover for on-site vacations will be paid mileage to and from that site that is beyond their normal commuting mileage.

**ARTICLE 51  
DUES CHECK-OFF**

The Employer shall deduct membership dues monthly from the earnings of each member of the Union working for the Employer and remit said funds to the Union monthly.

Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates 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:

**ASSIGNMENT AND AUTHORIZATION  
TO CHECK-OFF**

Communications, Energy and Paperworkers Union of Canada, Local 2000 Union Dues

To: \_\_\_\_\_

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

I hereby authorize and request you to remit the amount to the Communications, Energy and Paperworkers Union of Canada, Local 2000.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**ARTICLE 52  
GENERAL WAGE PROVISIONS**

52.01 Determination of a prospective employee's experience rating will be made by management at the time of hiring.

It will include all employment in comparable work in the newspaper industry and will take into consideration all employment in comparable work in other industries.

52.02 Unless mutually agreed by the Company and the Union, an employee paid a starting salary above the minimum provided for his/her actual experience will receive an experience rating which conforms with his/her salary and will advance to the next experience step-up increases as provided.

52.03 If the Company creates a new job or a substantial change occurs in the duties of an existing job, the Union will be supplied with a job description and the parties shall negotiate a schedule of minima. New minima shall be effective on the date the new job is effective.

52.04 There shall be no reduction of salaries during the life of this agreement, except in case of demotion or bumping in a layoff situation.

The term salaries means all forms of compensation, including the basis and rates for computing commissions.

52.05 Individual merit pay may be acknowledged by payments above the minimum.

52.06 Payments of salaries will be made on the 15th and last day of each month. If those days fall on the weekend, the payday shall be on the Friday prior to the weekend.

52.07 Mileage payments and car allowances will be paid in accordance with the existing practice at each site.

52.08 Commissions will be paid at the end of every accounting period. The Company will provide the Union with the applicable dates.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seal this ..... day of October, 2003

BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

For the Employer

COMMUNICATIONS, ENERGY and PAPERWORKERS  
UNION OF CANADA, LOCAL 2000

For the Union

**ARTICLE 53  
WAGES**

**JOURNALISTS/PHOTOGRAPHERS/CREATIVE SERVICES (100% of Key)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	19.78	20.22	20.73	21.24
1 yr.	21.20	21.67	22.22	22.77
2 yr.	24.02	24.56	25.17	25.80
3 yr.	25.44	26.01	26.66	27.33
4 yr.	28.26	28.90	29.62	30.36

Hope (90% of Key)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	17.80	18.20	18.66	19.12
1 yr.	19.08	19.51	20.00	20.50
2 yr.	21.63	22.11	22.67	23.23
3 yr.	22.89	23.41	23.99	24.59
4 yr.	25.44	26.01	26.66	27.33

Bowen Island (for employees hired after July 20, 2003 – 80% of Key)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	15.83	16.18	16.59	17.00
1 yr.	16.95	17.33	17.77	18.21
2 yr.	19.22	19.66	20.15	20.65
3 yr.	20.35	20.81	21.33	21.86
4 yr.	22.61	23.12	23.69	24.29

**SENIOR CLERK, CLASSIFIED SUPERVISOR, CLASSIFIED PAGINATOR (70% of Key)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	15.82	16.17	16.58	16.99
1 yr.	17.80	18.20	18.66	19.12
2 yr.	19.78	20.22	20.73	21.24

Hope (90% of Key)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	14.24	14.56	14.93	15.30
1 yr.	16.02	16.38	16.79	17.21
2 yr.	17.80	18.20	18.66	19.12

Bowen Island (for employees hired after July 20, 2003- 80% of Key)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	12.66	12.94	13.27	13.60
1 yr.	14.24	14.56	14.93	15.30
2 yr.	15.83	16.18	16.59	17.00

Senior Clerk (Richmond)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	18.82	19.25	19.73	20.22
1 yr.	19.98	20.43	20.94	21.46

**AD CONTROL (75% of Key - 3rd year Effective Dec. 1, 2006)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	15.82	16.17	16.58	16.99
1 yr.	17.80	18.20	18.66	19.12
2 yr.	19.78	20.22	20.73	21.24
3 yr.	21.20	21.67	22.22	22.77

**GENERAL CLERK (65% of Key)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	14.70	15.03	15.41	15.80
1 yr.	15.61	15.96	16.36	16.77
2 yr.	16.54	16.92	17.34	17.77
3 yr.	17.45	17.85	18.29	18.75
4 yr.	18.37	18.79	19.26	19.74

Hope (90% of Key)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	13.23	13.53	13.87	14.21
1 yr.	14.06	14.38	14.74	15.10
2 yr.	14.88	15.21	15.59	15.98
3 yr.	15.71	16.06	16.46	16.87
4 yr.	16.53	16.91	17.33	17.76

Bowen Island (for employees hired after July 20, 2003 – 80% of Key)

	April 1/06	April 1/07	April 1/08	April 1/09
Start	11.76	12.02	12.32	12.63
1 yr.	12.49	12.78	13.10	13.42
2 yr.	13.23	13.53	13.87	14.21
3 yr.	13.97	14.28	14.64	15.00
4 yr.	14.70	15.03	15.41	15.80

**DRIVERS**

	April 1/06	April 1/07	April 1/08	April 1/09
1 <sup>st</sup> 3 mos.	12.85	13.14	13.47	13.81
Next 9 mos.	13.54	13.84	14.19	14.54
After 1 yr.	14.22	14.54	14.91	15.28

**COURIER (Richmond & Surrey)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	14.21	14.53	14.90	15.27
After 6 mos.	15.79	16.14	16.55	16.96

**ZONE MANAGERS/DISTRICT ADVISOR**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	13.21	13.51	13.85	14.19
After 3 mo.	13.83	14.15	14.50	14.86
After 1 yr	14.56	14.89	15.26	15.64

**ASSISTANT ADVERTISING MANAGER (Richmond)**

	April 1/06	April 1/07	April 1/08	April 1/09
	23.72	24.26	24.86	25.48

**BINDERY 1560 hours effective December 1, 2006**

	April 1/06	April 1/07	April 1/08	April 1/09
1st 1560 hrs.	9.85	10.07	10.32	10.58
Next 1462.5 hrs	11.25	11.50	11.79	12.08
Next 1462.5 hrs	12.65	12.93	13.26	13.59
Next 1462.5 hrs	14.06	14.38	14.74	15.10
Next 1462.5 hrs	16.87	17.25	17.68	18.12

**FLYBOYS (as a percentage of pressman's rate)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start – 45%	15.07	15.63	16.25	17.10
After 1 yr – 50%	16.75	17.37	18.06	19.01
After 2 yrs – 55%	18.42	19.11	19.86	20.91
After 3 yrs. – 60%	20.09	20.84	21.67	22.81
After 4 yrs. – 65%	21.77	22.58	23.47	24.71
After 5 yrs. – 70%	23.44	24.32	25.28	26.61

**PRESS**

<u>Journeyman</u>	April 1/06	April 1/07	April 1/08	April 1/09
	33.49	34.74	36.11	38.01

Apprentice

	April 1/06	April 1/07	April 1/08	April 1/09
Start 60%	20.09	20.84	21.67	22.81
After 6 mos. 65%	21.77	22.58	23.47	24.71
After 1 yr. 70%	23.44	24.32	25.28	26.61
After 18 mos. 75%	25.12	26.06	27.08	28.51
After 2 yrs. 80%	26.79	27.79	28.89	30.41
After 30 mos. 85%	28.47	29.53	30.69	32.31
After 3 yrs. 90%	30.14	31.27	32.50	34.21
After 42 mos. 95%	31.82	33.00	34.30	36.11
After 4 yrs. 100%	33.49	34.74	36.11	38.01

**SHIPPER/RECEIVER (Abbotsford)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	13.70	14.01	14.36	14.72
1 yr.	15.21	15.56	15.95	16.34
2 yr.	16.74	17.11	17.54	17.98

**SHIPPER/RECEIVER (Langley)**

	April 1/06	April 1/07	April 1/08	April 1/09
1st 1,768 hrs.	9.85	10.07	10.32	10.58
Next 1,462.5 hrs	11.25	11.50	11.79	12.08
Next 1,462.5 hrs	12.65	12.93	13.26	13.59

**CLASSIFIED CLERK (57.5% of Key)**

	April 1/06	April 1/07	April 1/08	April 1/09
Start	13.00	13.29	13.62	13.96
1 yr.	13.81	14.12	14.48	14.84
2 yr.	14.62	14.95	15.32	15.71
3 yr.	15.44	15.79	16.18	16.59
4 yr.	16.25	16.61	17.03	17.45

**CLASSIFIED COMMISSIONS****Outbound Sales**

5% on all sales except:

- 2.5% commission on all BCjobnetwork display sales.
- 2.5% commission on inter-divisional display sales
- 2.5% commission on B.C. Best Buys inter-divisional display sales.

**Inbound Sales**

3.5% on all classified ad sales

5% commission on all display sales (ads booked into PBS Ad Management System) except:

- 2.5% commission on all BCjobnetwork display sales.
- 2.5% commission on inter-divisional display sales (PBS)
- 2.5% commission on B.C. Best Buys inter-divisional display sales.

**Exceptions**

Westender – Escort ads will remain at 5%.

Hope, Bowen Island – no commissions paid, as per past practice.

**OUTSIDE SALES – WEEKLY BASE SALARIES**

	April 1/06	April 1/07	April 1/08	April 1/09
Burnaby (Opt A)	17.16	17.54	17.98	18.43
Chilliwack	17.44	17.84	18.28	18.74
Hope	18.90	19.32	19.80	20.30
Langley 1st yr	13.59	13.89	14.24	14.60
Langley Aft. 1 yr	14.35	14.67	15.04	15.41
Langley Aft. 2 yr	15.10	15.44	15.83	16.22
Mission	18.90	19.32	19.80	20.30
Richmond (Option A)*				
2 yrs	654.02	668.74	685.46	702.59
3 yrs	701.41	717.20	735.13	753.50
4 yrs	750.59	767.47	786.66	806.33
Richmond (Option B)				
Start	14.02	14.33	14.69	15.06
After 6 mo	14.96	15.30	15.68	16.07
After 1 yr	16.82	17.20	17.63	18.07
After 2yrs	18.69	19.11	19.59	20.08
Surrey	14.54	14.87	15.24	15.62
Westender (Option A)	17.16	17.54	17.98	18.43

Richmond reps who choose to remain on existing package will not advance from their current level on the grid.

## **OUTSIDE SALES COMMISSIONS**

### Sales into News Leader

5%	On Flyers
4%	On First \$3,000 sold per week, based on monthly average
5%	3,001-\$5,000 sold per week, based on monthly average
7%	\$5,001 and over sold per week, based on monthly average

### MetroValley Sales

2.5%	First \$1,000 sold per week, based on monthly average
3%	\$1,001-\$3,000 sold per week, based on monthly average
4%	\$3,001 and over sold per week, based on monthly average

### **BURNABY Option B (Straight Commission Program)**

12.5%	On net retail display sales
5%	On net flyer sales
2.5%	MetroValley sales

### **CHILLIWACK**

3%	Net retail display revenue (excluding MetroValley) over \$10,000 in a 4-week period or over \$12,500 in a 5-week fiscal period
8%	Net retail display revenue (excluding MetroValley) over \$20,000 in a 4-week period or over \$25,000 in a 5-week fiscal period.
5%	Of all local real estate advertising revenue
2.5%	Of all MetroValley advertising revenue
	<ul style="list-style-type: none"><li>▪ Sales commissions will not be paid on House Accounts</li><li>▪ Retail display revenue refers to display advertising placed in The Chilliwack Progress, Hope Standard, Mission City Record, Abbotsford News.</li><li>▪ The above salary and commission structure shall serve as a minimum for the period of the collective agreement.</li></ul>

### **HOPE**

5%	On all net retail display revenue (includes the Daytripper but excludes MetroValley advertising revenue)
2.5%	Of all net MetroValley advertising revenue
	<ul style="list-style-type: none"><li>▪ Sales commissions will not be paid on House Accounts</li><li>▪ Retail display revenue refers to display advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard and the Abbotsford News.</li><li>▪ The above salary and commission structure shall serve as a minimum for the period of the collective agreement.</li><li>▪ During the period of the collective agreement, the Union reserves the right to enter into discussion of commissions on commercial printing.</li></ul>

### **LANGLEY**

4%	On weekly sales between \$0 and \$3,500
6%	On weekly sales between \$3,501 and \$7,000
8%	On weekly sales of more than \$7,001
10%	On inside sales
5%	On flyers, coupons and Real Estate
2.5%	On MetroValley

### **MISSION**

	Base as per grid above
3.75%	On all net retail display revenue (includes the Visitor Guide but excludes MetroValley advertising revenue)
2.5%	On all net MetroValley advertising revenue

- Sales commissions will not be paid on house accounts
- Retail Display revenue refers to display advertising placed in The Chilliwack Progress, The Mission City Record, The Hope Standard and The Abbotsford News.
- The above salary and commission structure shall serve as a minimum for the period of the collective agreement.

### **RICHMOND Option A**

Sales reps hired before April 1, 1995 who chose to stay with existing compensation package

3%	On first \$20,000 of sales each month
5%	On sales over \$20,000 pr month
2.5%	On all MetroValley sales
2%	On all pre-prints

Commissions shall be calculated weekly and paid monthly.

### **RICHMOND Option B**

Sales reps hired after April 1, 1995 or sales reps that choose this option during the last collective agreement.

3%	On first \$4,000 of sales each week
5%	On sales between \$4,000 and \$6,000 per week
8%	On sales over \$6,000 each week
2.5%	On all MetroValley Sales
2%	On all preprints

Commissions shall be calculated weekly and paid monthly.

### **SURREY**

4.5%	On first \$7,000 per week
5.5%	Over \$7,000
4.5%	On all sales into Langley or Peace Arch
5%	On all real estate
2.5%	On MetroValley sales up to \$2,000 per week
3%	On MetroValley sales over \$2,000 per week
7%	On Inside Sales
10%	On new Flyer sales, first time account runs
5%	On subsequent flyer sales

### **WESTENDER Option A**

5%	On all flyers
4%	On first \$5,500 based on monthly
7%	Over \$5,500 based on monthly average
2.5%	On all MetroValley Advertising revenue
2%	On House Accounts serviced by reps

### **WESTENDER Option B (Straight Commission Program)**

12.5%	On net retail display sales
5%	On net flyer sales
2.5%	On MetroValley sales

**LETTER OF AGREEMENT NO. 1  
Re: OPERATIONAL PROCEDURES**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Notwithstanding the jurisdiction language in this collective agreement, the parties agree that there shall be no jurisdictional issues raised by any of the parties to this collective agreement in respect to work assignments in the various departments, with the exception of disputes as to whether bargaining unit work is being performed by someone other than members of the Unions.

**General**

The Company agrees it will not subcontract any work unless it is unavoidable and in no case will it result in the layoff of regular full-time or part-time employees.

Management personnel may perform bargaining unit work if it was established as a past practice and does not eliminate or involuntarily reduce the hours of bargaining unit jobs.

Management personnel referred to above are as defined in the collective agreement.

**Composition**

The intent of this agreement with respect to composing employees is to allow the Employer to achieve efficiency and flexibility in the assignment of the work described herein.

It is mutually agreed that the jurisdiction and production flexibility provided here does not conflict with the basic concept recognized by the parties to this agreement of a composing bargaining unit, and that work is to continue to be performed by the composing room unit.

Local 2000 graphic artists will be considered a part of the composing room and hold their priority on the composing room priority board, as per their company seniority.

New graphic artists shall be hired as tradespersons at the key rate, unless hired as apprentices, and shall not be employed in an effort to eliminate full-time composing room employees.

In the event that a graphic artist is out of priority on the composing room board, said graphic artist may only perform traditional graphic artist work.

**Editorial/Pagination**

Compositors, graphic artists or journalists may perform the electronic composition of complete news pages, or that portion of pages represented by editorial news matter, including news and editorial graphics and illustrative matter whether black and white or colour line graphics or black and white or colour half tones.

Composing room employees may be selected and offered training in accordance with their department priority/seniority in electronic news composition, including operation of peripheral sub systems including electronic graphics equipment which operate on Macintosh-type platforms.

An employee who has not been afforded the opportunity to train shall not be laid off out of priority order or lose his/her preference claim.

Employees will work under the direction of an editor, as required after consulting with the composing room foreman.

Employees who are at the reporter level or above may input stories (including headings) that they have authored.

Publishers may input columns that they have authored.

Any information, however input, may be recalled for editing, rewriting and pagination by editorial employees who are at the reporter level or above.

Photographers may operate scanning devices and related digital equipment for the purpose of inputting, manipulating and editing any photographs which are to appear in the newspaper.

**Display Advertising**

Compositors and/or graphic artists may perform electronic make-up of display advertising or pages as required under an electronic composition system.

Compositors and/or graphic artists may operate equipment which may be used in conjunction with an electronic layout system for the purpose of digitizing advertising/editorial art work.

Any camera-ready or electronic material including that which arrives by modem, disc, CD-ROM, digital camera or any other method, will be received by Unionized staff.

The Unionized staff will verify that the ad is production-ready and in consultation with the client/ad staff, make the necessary revisions.

In the event that the use of camera-ready copy or electronic material increases during the life of this agreement to the extent that it becomes necessary to reduce a full-time or part-time regular employee (excluding substitutes and casuals), the tech change provisions of the agreement will apply.

Classified

Electronic composition of classified advertising pages, or a portion of such pages as required under an electronic composition system or make-up terminal, may be performed by composing room employees or classified advertising employees.

The operation of VDTs, OCRs or similar systems for the purpose of inputting all liner and semi-display classified advertisements shall be performed by composing, classified or, in those sites where it has been past practice, other Unionized staff.

Receptionists, who are not members of the bargaining unit, will become Union members if they take classified ads on a regular basis.

Classified employees may recall all classified information for correction, addition or deletion.

Any camera-ready or electronic material including that which arrives by modem, disc, CD-ROM, digital camera or any other method, will be received by unionized staff.

The unionized staff will verify that the ad is production-ready and in consultation with the client/ad staff, make the necessary revisions.

In the event that the use of camera-ready copy or electronic material increases during the life of this agreement to the extent that it becomes necessary to reduce a full-time or part-time regular employee (excluding substitutes and casuals), the tech change provisions of the agreement will apply.

**Newspaper dummyming**

In the event that the Company implements an electronic dummyming system, such work will fall under the jurisdiction of the Union. Until then the current practice of preparing paper layout dummies will continue.

**Freelancers/Outside Editorial Material**

Freelancers shall not be used to displace or eliminate any regular employees, nor shall they be assigned work or be encouraged to submit work when staff members are available to perform the required work. The Employer will not make it a practice to rely on freelancers in situations where the employment of a regular employee is practical.

Freelancers are not regular employees and may submit written or photographic material on an occasional or limited basis.

Any camera-ready or electronic material including that which arrives by modem, disc, CD-ROM, digital camera or any other method, will be received by unionized staff.

Editorial staff who are at the reporter level or above, and/or composing staff, will perform the electronic pagination of the material.

In the event that the use of camera-ready copy or electronic material increases during the life of this agreement to the extent that it becomes necessary to reduce a full-time or part-time regular employee (excluding substitutes and casuals), the tech change provisions of the agreement will apply.

Freelancers will not use any equipment owned or provided by the Company, except where past practice has existed.

**Proofreading**

Proofreading, if reinstated, will be under the jurisdiction of the Union

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 2**

**Re: HOMEWORK**

between

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000

and

BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

The parties hereby agree that the Company will not arrange for home work with or for an employee without the agreement of the Union and that the Company will not schedule home work without the Union's agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 3  
FAST TRACK ARBITRATION**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

1. All grievances which may be processed pursuant to Article 28, Grievance Procedure, of the collective agreement, shall be suitable for resolution by the fast-track process except the following:

- Dismissals
- Suspension of greater than one (1) week
- Layoffs
- Grievances involving technological change
- Grievances which either party regard as requiring the resolution of a significant issue of policy under the collective agreement.
- Grievances where either party will be adducing extrinsic evidence touching the central issues in dispute.
- Grievances involving promotions or demotions where another employee may be displaced or laid off as a consequence of the arbitration.

2. By agreement, a grievance falling into any of the above categories may be referred to the fast-track process; and either party may withdraw any grievance from the fast-track process and submit it to arbitration under the existing provisions of the collective agreement.

3. The fast-track arbitrators shall be Donald R. Munroe, John Kinzie, Cathy Bruce or Joan Gordon, and Steven Kelleher or such substitute as may be agreed between the parties should the necessity arise.

4. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 90 of the Labour Relations Code.

5. Where mediation fails or is not appropriate a decision shall be rendered as contemplated herein.

6. It is the intention that neither party shall appeal a decision of the fast-track arbitrator.

7. The parties shall meet one month prior to each scheduled set of hearing dates to identify which grievances shall be referred to this process.

8. Assuming sufficient outstanding grievances the parties shall endeavor to schedule 3 - 6 grievances to be heard on each hearing day.

9. Upon a grievance being referred to this process, the persons assigned by the parties to have the carriage thereof shall have the authority to deal with the grievance in all respects including settlement.

10. At the hearing, presentation and responses are to be short and concise.

Each party shall make an opening statement which shall indicate the facts and provisions of the collective agreement upon which reliance is placed.

Every effort shall be made before and during the hearing to arrive at agreed facts.

The parties will attempt to keep witnesses to a minimum, however, it is understood that witnesses shall be paid for the time necessary to give their evidence (i.e. for regular time lost from regularly scheduled work)

Where the arbitrator is unable to determine material fact as based upon the factors agreed to by the parties and reasonable inferences drawn from the written submissions, the matter will be referred to the regular grievance procedure.

There will be limited use of case authorities during argument.

11. Hearings are to be scheduled as follows (e.g., the last two working days of each calendar quarter with the first set of hearing days to be \_\_\_\_\_ and \_\_\_\_\_).

12. The location of the hearings shall be such a location as may be agreed or the arbitrator directs.

13. The arbitrator costs shall be shared equally between the parties.

14. Both parties agree that legal counsel will not be used in the presentation of a fast-track arbitration.

At approximately one month prior to expiration of the collective agreement, there will be a joint Company-C.E.P. Local 2000 review and appraisal of the fast-track system.

**FAST-TRACK ARBITRATION AWARD**

Pursuant to the appropriate labour legislation of British Columbia and in the matter of an arbitration between the Company and the C.E.P. Local 2000 on behalf of the grievor:

1. Grievor:
2. Address of Grievor:
3. Article(s) of the collective agreement allegedly violated:

4. Date of Hearing:
5. Place of Hearing:
6. Decision of the Arbitrator:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 4  
PRESS ROOM STAFFING LEVELS  
(Abbotsford)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

**Staffing Levels**

1. During the life of this agreement there will be no less than a total of twenty-one (21) regular situations in the Press Department, consisting of fourteen (14) regular journeymen/apprentice press situations and seven (7) regular flyboy situations in the press hall.

Notwithstanding the above numbers of Press Department employees, both parties agree that Article 18 – Technological Change contained in the main agreement shall apply whenever circumstances may warrant.

At least two (2) people (one [1] of whom shall be a journeyman pressman and the other shall hold at least a second year apprentice status) shall be present when a press line is in make ready mode.

Press make ready will include all functions up to and including the webbing of the press and inch mode operation.

In situations where the number of webs or colour units require more than two (2) people (one [1] of whom shall be a journeyman pressman and the other shall hold at least a second year apprentice status) to make ready and operate the press, the foreman or assistant foreman shall assist by assuming responsibility for specific units.

In all situations where the number of running units that are actually printing is nine (9) or more and/or there are four (4) or more webs in use, the foreman will work on the floor and assume responsibility for the operation of specific units. This will ensure that

there is a crew of three (3) journeymen and two (2) flyboys/roll tenders on press (exclusive of lunch and coffee breaks) when nine (9) or more press units are actually printing and/or there are four (4) or more webs in use.

In the event an apprentice is hired the crew may consist of two (2) journeymen, an apprentice and two (2) flyboys/roll tenders on press (exclusive of lunch and coffee breaks) when nine (9) or more press units are actually printing and/or there are (4) or more webs in use.

This Section will not apply when employees are not available due to unscheduled absences that occur during the shift, however, every effort must be made, at the foreman's discretion, to replace such employees.

This Section will not apply when employees are not available due to unscheduled absences that occur during the shift.

**Foremen and assignment of work**

2. The pressroom and bindery shall be under the authority and control of department foremen who shall be Union members, and in the absence of a foreman, an assistant foreman.

The foremen shall have charge of all work performed in the pressroom and bindery departments and all employees working therein.

The foremen shall assign all work and shall have the power to hire, or discharge for cause, a pressroom or bindery employee.

The foremen shall assign all work by priority, however, the foreman shall have the right to assign work out of priority if he/she deems such assignments are necessary to train or retrain employees.

Under no circumstances will the out of priority assignments reduce a member with greater priority from his/her shift or the board.

**Scheduling**

3. There will be no more than two (2) shifts in the press hall, consisting of a lobster shift (day shift) and graveyard shift.

New shifts or new starting times shall be posted no later than 12 noon on the Monday preceding the week of the new shift or starting time.

Claiming for said openings or changes to close at 2 p.m. on Thursday preceding the week of the new shifts or new starting times.

Six (6) weeks postings will be put up on the board at the start and locked during the final two weeks:

As one (1) week comes off the list, a new week will go up posted schedules will go up every Monday.

Postings will be filled in by employees based on priority standing but in a manner that ensures there will be the required number of first aid attendants on shift (one [1] per shift).

On completion of the schedule the foreman, in consultation with the shop steward, will ensure that all shifts have been adequately covered.

It is understood that members may mutually agree to switch shifts as long as the resulting schedule change does not affect other regulars or first aid coverage. Extras required for staffing (except for sickness and situations not under the control of the press centres) shall have twelve (12) hours notice prior to normal shift start time and remain for a minimum of six (6) hours except when discharged for cause or excused at their own request.

In the Press department, substitutes may be employed for a minimum of six (6) hours as long as manning levels are maintained.

The Company will ensure that, whenever the press schedule permits, press crews will be able to take a lunch break at the same time.

Extra days off (beg offs, sick time, etc.) will be filled at the foreman's discretion unless the lost time is known in advance (i.e. the following week or beyond) in which case regular members can then use their priority standing to fill any vacancies the foreman identifies as needing to be filled.

No regular situation holder shall be required to have more than two (2) starting times during a financial week. The Company will make every reasonable effort to ensure that presshall employees have one starting time in a financial week.

#### **Apprentices**

4. Apprenticeships shall be chosen from the flyboys group and the decision on hiring shall be made by mutual agreement with the Company and the Apprentice Committee of the Pressroom.

Apprentices will have no priority over regular journeymen situation holders for the purpose of claiming shifts, vacation time off or in the event of a layoff.

In the event that there is a need to reduce the workforce, an apprentice who has previously worked

as a flyboy will have the right to be reduced to a flyboy position in accordance with his original date of hire as a flyboy.

It is understood that effective the date of the signing of this letter of agreement, all apprentices are guaranteed employment for the duration of their apprenticeship.

Upon commencement of the apprenticeship, the apprentice will be placed at the bottom of the regular board.

Any journeymen becoming regulars shall be placed behind said apprentice.

The apprentice shall retain Company seniority for purposes of vacations entitlement and other service credits.

The parties further agree that the apprentice will not be laid off on completion of apprenticeship, other than as necessitated by a decline in the volume of printed pages.

#### **Press Operations Manager**

5. The Press Operations Manager shall not perform bargaining unit work except as may be permitted by the terms of this agreement.

The Press Operations Manager may perform bargaining unit work for demonstration purposes, to assist in the training or instruction of bargaining unit members, and work of an emergency nature.

In the unlikely event insufficient employees are available for work due to, for instance, a sudden freeway closure or natural disaster, Press Operations Manager may perform bargaining unit work due to the operations emergency. (Emergency work may also be defined as action required to protect life, limb, equipment or property.)

The Press Operations Manager may perform work related to the installation and shakedown of new or retrofitted equipment including work to evaluate such equipment during the warranty period.

Additionally the Press Operations Manager may also perform repair and maintenance on equipment which does not result in a reduction of the work force.

#### **Miscellaneous**

6. There will be a chargehand (assistant foreman) for each given shift. The assistant will be paid an additional 10 per cent above the normal hourly rate. Flyboys/roll tenders will alternate between jogging and roll tending over the course of a shift. The foremen/assistant foreman shall direct the rotation

between job functions to ensure that the workload is distributed between the flyboys/roll tenders in a fair and safe manner.

Section 53 of the Act shall apply and at any time either party may request a meeting to review and adjust by mutual agreement the operating procedures.

During the life of this agreement, manning issues which cannot be resolved under Section 53 will be referred by the parties to binding arbitration.

### **Substitutes**

7. The following practices will apply to the operation of the substitute board in the Black Press Group Ltd. Pressroom in Abbotsford (excluding Abbotsford bindery).

7.01 The rules of operation of these substitute boards will operate in accordance with the rules set out below.

The parties also agree that the following rules of operation will apply, regardless of specific Union rules which are contrary. However, unless specifically altered by the following, Union rules will apply.

7.02 It is agreed that the Union will endeavour to supply members when requested to do so by the Company. A job posting copied to the Union does not constitute such a request.

7.03 All applicants seeking employment as substitutes will first contact the foreman who will advise the shop steward before arranging an employment interview.

7.04 When an applicant is hired, the member will have his or her slip placed on the board by the shop steward.

7.05 An employee who has been hired by the foreman will be on probation for a period of twenty (20) working shifts or three (3) months, whichever is longer.

7.06 All substitutes shall be called in by the foreman in consultation with the shop steward.

7.07 A regular who wishes to call in a substitute will make such request to the foreman.

7.08 The foreman shall, in consultation with the shop steward, ensure that there are sufficient competent regular employees to perform all necessary functions.

It is the call of the foreman whether or not a substitute is required whenever a regular situation holder calls in sick or is otherwise absent.

7.09 Employment other than regular situations shall be classed as extra work and shall be given out in priority to the members competent to perform the work.

7.10 Twenty-four (24) hours notice will be required prior to reducing a regular situation holder to the substitute board in situations where the employee has less than six (6) months continuous service as a regular situation holder.

In situations where the employee has worked a minimum of six (6) months continuous service as a regular situation holder, twenty-four (24) hours notice will be required prior to reducing a regular situation holder to the substitute board in the following week.

7.11 A substitute who has worked more than twenty (20) shifts shall receive an amount of money equal to the value of MSP and health and welfare benefits for each shift worked thereafter, until the member qualifies for benefits under the plan.

As of November 29, 2006 this value is agreed to equal 70¢ per hour in addition to one's regular pay in lieu of benefits, for each straight time shift worked. In addition, when the rates change for benefits the Company will revise the rate paid in lieu proportionally.

7.12 Substitutes shall not be entitled to bump a regular for overtime.

7.13 If a substitute is available for work and is not hired and overtime is called at the end of the shift, the substitute shall receive a day's pay for each twelve (12) hours of overtime worked.

It is understood that overtime called due to circumstances which were unforeseen at the beginning of the shift shall not trigger this section.

7.14 All regular situation holders shall be entitled to receive relocation pay on a reduction to the substitute board.

It is understood by both parties that qualification for eligibility to receive relocation pay shall be a minimum of six (6) months' continuous service as a regular situation holder.

Relocation pay shall be paid in a lump sum equal to the amounts provided under the severance section of the collective agreement.

The situation holder reduced to the substitute board shall decide within twelve (12) months after being reduced whether to apply for relocation pay.

7.15 Relocation pay will be based on continuous service as a regular and substitute, including this twelve (12) month period, as long as the substitute remains available for the service of the Company.

7.16 No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay.

No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay.

However, if a member repays the unused portion of any relocation pay, he or she shall be entitled to apply for work as a new substitute or regular, as the circumstances may dictate.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 5  
THREE DAY WORK WEEK  
(Abbotsford)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

**Review of Hours**

1. Notwithstanding the hours of work and over time provisions of the Collective Agreement the parties agree to review press room work schedules necessitated by changes in work volumes (i.e. increased/decreased frequency of publication; increased/decreased circulation/distribution volumes; changes in delivery days of publications).

If a review is necessitated as noted above a committee will be struck to review required changes to work schedules, which may include changing the length of the work week to four or five days, and/or adjusting staffing levels, to ensure the efficient operation of the press department.

The committee shall have thirty (30) days to reach agreement.

If after discussion is held there is no agreement reached on the length of the work week or staffing levels, these issues will be referred to Alan Hope or

Colin Taylor for expedited binding resolution. In this case, Article 59 of the Collective Agreement, Alternative Work Week Schedule, will not apply.

**Hours of work**

2. A day's work (lobster shift) for all press department members working a three-day week under this letter of agreement shall consist of 12 hours per day (inclusive of lunch time) and thirty-six (36) hours shall constitute a work week.

A graveyard shift for all press department employees working a three-day week under this agreement shall consist of 12 hours per day (inclusive of lunchtime) and thirty-six (36) hours shall constitute a workweek.

Employees working the 3-day week will not receive the lobster or graveyard shifts as outlined in Article 22 of this Collective Agreement. Instead, the night shift will receive a premium of five percent (5%) above the day rate.

All presshall foremen on the three-day week will receive a premium of twenty percent (20%) over the night rate.

No press department employee covered by this agreement (except for foremen or those situations required to cover for a foreman's absence) shall be required to or permitted to hold a situation of more than three (3) days or (3) graveyard shifts in one financial week.

No press department employee, except substitutes, shall be employed for less than a full shift except when discharged for cause or is excused at his/her own request.

Employees will receive eleven (11) statutory holidays as per contract and will be paid for each on the basis of a 12-hour, day at the press department hourly rate which is in effect at any time.

For all press department employees working a three-day week under this agreement day shift work hours shall begin and end between 8:00 a.m. and 8:00 p.m. and night work hours shall begin and end between 8:00 p.m. and 8:00 a.m.

It is agreed that there shall be two 15-minute paid coffee breaks per shift. Coffee breaks will continue as per past practice.

It is further agreed that there will be a paid 15-minute break prior to the commencement of overtime of two (2) hours or more. If the overtime is for more than three (3) hours, the Employer agrees to provide an additional paid 30-minute break during the overtime period.

**Apprentices**

3. Apprentices will be required to work a combination of days and nights in one financial week during their apprenticeship.

Upon the completion of the apprenticeship the lowest priority journeyman will be required to work a combination of days and nights in one financial week.

Should there be a change in the number of shifts in a financial week after the completion of the apprenticeship, the Union and the Company must meet to determine the priority shifting of the journeyman with the lowest priority standing.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 6  
BINDERY STAFFING LEVELS  
(Abbotsford)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

**Staffing levels**

1. There shall be thirty (30) regular situations in the Bindery by priority standing. The first eight (8) positions shall receive an annual average of thirty-four (34) hours wages per week.

The next five (5) positions shall receive an annual average thirty-two (32) hours wages per week.

Employees who normally work in shipping/receiving will not be counted in this number.

The seventeen (17) permanent part-timers shall receive an annual average of twenty (20) hours per week. Once these seventeen (17) situations have been scheduled for twenty (20) hours in a financial week, the remaining hours to be worked in that week will be offered to the casual staff until all casuals have been scheduled to work eighteen (18) hours. Once all casuals have been scheduled for eighteen (18) hours in a financial week, any remaining hours to be worked will be claimed by the seventeen (17) permanent part-timers based on their respective priority standing.

Whenever one of the top 30 employees goes on long-term disability, the top casual will move into this group for as long as that employee is off on her/his LTD claim.

The bindery supervisors' situations shall be counted in determining the top thirty (30) regular situations in the Bindery. However the bindery supervisors' situation shall not be counted when determining the number of staff required to operate the inserter pockets and the tying lines on a given shift.

Notwithstanding the above numbers of employees, both parties agree that the attached Letter of Agreement re: Technological Change - Bindery shall apply whenever circumstances may warrant.

**Hours of work provisions**

2. Casual employees shall not work less than four (4) hours per shift.

The Company agrees that the top thirteen (13) bindery positions shall be paid the above number of hours per week, regardless of the number of hours worked.

All hours worked in a year (including straight time and overtime) shall count in the calculation of the minimum guarantee.

All hours refused by an employee who has a minimum guarantee will be counted toward a fulfillment of his/her minimum guarantee. There will be no banking of hours.

The bindery employees will be paid for the number of hours that they work each week (Including any overtime hours).

At the end of January of any year, any shortfall in the guaranteed hours will be paid in the next pay period. ("Annualized guaranteed hours").

The greater of hours scheduled or hours worked will be counted towards an employee's annual average guaranteed hours. To this end, when an employee refuses a scheduled shift or begs off part of a shift, the refused or begged off hours will be counted towards the annual average guaranteed hours.

Any overtime worked (in excess of nine hours in a shift or 37.5 hours in one financial week) shall be paid on the next paycheque.

Bindery employees (excluding casuals for whom there shall be no limit on the number of start times) shall have not more than three (3) starting times during a work week.

In the event that there is a permanent reduction in the regular thirteen (13) positions, the next employee on the board shall move into the vacated position. It is understood that the added employee(s) will receive the appropriate annual average guarantee. This will be adjusted on September 1 of each year.

The Company and Union agree that the bindery department employees may, at the discretion of the foreman, work up to nine (9) hours per shift at the straight time rate. Bindery employees will also have the option to work a sixth shift in one financial week at the straight time rate to ensure that the top thirteen (13) bindery employees, in priority, shall have every opportunity to work 37.5 hours per week. (The parties agree that the intent is to work a 5-day week in the bindery. It is understood that at times a sixth optional shift may be required.)

The Company agrees that it will, where possible, provide two consecutive days off to the top 13 employees.

#### **Assignment of work**

3. The foreman shall assign all work by priority, however, the foreman shall have the right to assign work out of priority if the foreman deems such assignments necessary to train or retrain employees. Under no circumstances will the out of priority training assignments reduce a member with greater priority from his/her shift or the board.

It is understood that supervisors are on the bindery seniority board and claim shifts according to their priority on the bindery board. However, if there are more supervisors on a shift than are required, the supervisor with the greatest seniority as a supervisor shall work as supervisor on that shift and be paid the premium rate. If there are shifts that no supervisor claims, the supervisor(s) with the least priority as a supervisor be required to cover that shift.

#### **Scheduling**

4. The Foreman or his/her designate and the Chapel Chair will develop a work schedule for the following week by noon Wednesday.

Employees have until noon Friday to request, in writing, a change in his/her shifts.

The revised schedule will be posted by 5 p.m. Friday.

The Foreman in consultation with the Chapel Chair will designate employees in priority to work the schedule, which will be posted.

If the employees are not on shift when the schedule is posted or changed, the Foreman will contact such affected employees to inform them of their hours of

work.

It is expected that each employee will provide a reliable answering machine or messaging service, retrieve messages left by the Company and confirm whether he/she is able to work as scheduled.

The Foreman will make any changes which are required on short notice (i.e. person calling in ill) in order of priority.

The Chapel Chair will be granted the necessary time, without loss of pay, to comply with the above requirements.

#### **Change to guaranteed hours**

5. The parties agree that the guaranteed minimum number of hours are based on the Company's ability to maintain the current status quo (2002 insert volumes).

In the event that there is a significant decrease from the status quo based on the volume of inserts in the previous year in the bindery department, the parties agree that there will be a meeting of the Production Manager, Bindery Manager, the Chapel Chair and a member selected by the Chapel Chair to determine what action, if any, is required to reduce the number of hours being worked.

An agreed upon change in guaranteed hours will be implemented within seven days from the day the committee determines the necessary change, if any.

In the event the committee cannot reach a consensus then the parties will refer the matter to Don Munro for binding resolution.

#### **Maintenance shift**

6. There shall be a bindery department maintenance shift one (1) day per week consisting of one bindery department supervisor and one bindery employee.

The parties will meet to determine the appropriate time of training required for this position.

The maintenance employees will be paid the premium while actually performing maintenance work.

#### **Call Back**

7. If an employee is called back to work within six (6) hours of leaving the Company's property he/she shall be covered by Article 26 of this collective agreement.

#### **Production Co-ordinator**

8. The production coordinator position in the Bindery will be a separate classification and paid on the ad control grid.

**Opt out**

9. The top twenty-four (24) employees in the Bindery may, upon written request, agree to forego any call-in shift if the call-in has to be made after midnight on any night and, therefore, such employees will not be called.

If insufficient staff are available on a shift, staff shall be called in to work in reverse order of seniority.

**Shift availability for casuals**

10. A casual bindery employee shall lose priority standing and shall be deemed to be terminated from employment if, after the final schedule is posted by 5 p.m. Fridays, he/she unavailable to report for work when called in on three consecutive occasions or any three separate occasions in any two month period, without a reasonable excuse.

For the purposes of this clause a reasonable excuse shall include:

- a) Absence due to WCB claim;
- b) Illness, proof of illness may be required if the absence is greater than three days or where it appears a pattern of consistent or frequent absence is developing;
- c) Illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent or frequent absence is developing. Such leave will not exceed two days at any one time;
- d) Medical or dental appointments. Proof may be necessary;
- e) Vacations as provided for in Article 33 of this agreement;
- f) Leaves approved in advance by the Company; or
- g) Other reasons acceptable to the Company.

It is further understood that failure to report for a scheduled shift or a call-in shift to which a casual employee has agreed to work, could be just cause for termination.

**Operation of pockets**

11. No employee will be required to operate more than two (2) pockets. In the circumstance when an employee will be needed to service an insert of sixteen (16) tab pages (eight [8] pages broadsheet) or less than three (3) pockets will be permitted.

The main pocket operator will operate only one pocket where the jacket is fifty-six (56) tabloid pages (thirty-two [32] broadsheet pages) or greater.

**Permanent Part-time Employees**

12. Permanent part-time employees shall receive pro-rata vacation pay, pro-rata health and welfare benefits and pro-rata statutory holiday pay.

Permanent part-time employees will qualify for health and welfare benefits if they have 18 hours per week guaranteed under the contract.

**Pension**

13. Pension contributions for full-time and permanent part-time employees shall be made as a percentage of gross pay as contained in the current collective agreement.

**Casual Employees**

14. Casual employees shall be exempt from all benefit provisions of this collective agreement.

Newly hired casual employees will not be counted into the required minimum staffing levels until they have completed 5 shifts. During those 5 shifts, they will be rotated through all the job functions in the bindery and receive adequate training to perform all aspects of the job.

**Premium Rates**

15. Calculation of shift premiums will be based on the scheduled shift.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 7  
BINDERY TECHNOLOGICAL CHANGE  
(Abbotsford)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

The parties agree that should any Bindery employee hired on or before May 31, 1994 lose his/her employment with the Company as a result of technological change, he/she shall receive a lump sum payment of \$5,000 plus a further sum equivalent to four (4) week's pay (at his/her then current rate) for each year of service with the Company up to a maximum of \$25,000.00, i.e. a maximum total of \$30,000.00.

All other bindery employees who lose their employment as a result of technological change shall receive a sum equivalent of one (1) week's pay (at their then current rate) for each six (6) months of service with a minimum of four (4) weeks pay.

It is agreed that for computational purposes, any pro rata calculation for severance shall be based on thirty-four (34) hours per week as constituting full time.

Termination of employment of bindery room employees as a direct result of technological change shall be made in the inverse order of seniority.

Casual employees shall be exempt from this provision of the collective agreement.

This letter of agreement supersedes the technological change buyout provisions of the main agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 8  
JOHN MORROW  
(Abbotsford)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Notwithstanding Section G of the Letter of Agreement regarding Operational Procedures, John Morrow Photographic Services will be permitted to provide freelance photographic services to Abbotsford News, as per past practice.

This agreement expires with the termination of the employment of the incumbent.

The above is hereby understood and agreed to by the undersigned.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 9  
RYAN HARRIS**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Without Precedent or Prejudice

Ryan Harris was hired in August, 2005 as a full-time regular employee in the Abbotsford Press Hall, but was over and above the normal complement of regular employees. At the time of hire, there were no substitutes on the board and he agreed to take the job only on the condition that he be made a regular employee, rather than a substitute.

As he is over and above the regular complement of regular employees, he will be required, when necessary, to move his regularly scheduled shifts to cover for sick leave or days off.

In order to provide such flexibility, the following rules will apply:

- If Ryan is the 6th man on a shift, he cannot be bumped.
- If Ryan is covering for a vacation relief, he will be open to bumping.

He can be moved to another shift, during a vacation coverage week, with a minimum of 24 hours of notice if:

He is being moved because another worker has been granted a beg-off day or

He is covering for a sick day that is known at least 24-hours in advance.

In situations where a pressman calls in sick with less than 24 hours notice, Ryan can have his shift changed with as little as 8 hours notice.

It is understood that Ryan, when required, may have up to two start times in one week.

This agreement will be cancelled if any other regular pressman vacates his position.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 10  
LANGLEY PRODUCTION  
(Langley)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

It is understood and acknowledged that Sonja Kyryluk, Millie McKinnon, Vicki Demone and Carol Addy are permanent part-time employees of the Langley Times production department and are deemed to be regular situation holders with the first right to refuse, in priority order, any additional shifts that become available.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 11  
LANGLEY EDITORIAL CLERK  
(Langley)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

It is agreed by the undersigned that the Langley Times will continue to use the services of student an editorial clerk for filing duties in the editorial department on a regular twice-weekly basis, or as required by the editor.

As such, the clerk will be paid according to 65 per cent of the general office clerk wage scales contained in this Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 12  
BONNIE STEWART  
(Langley)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

To accommodate Bonnie Stewart's situation in regards to her mentally challenged daughter the Company and Union agree:

Bonnie will work a 27-hour workweek consisting of three shifts from 8:30 a.m. to 6 p.m. Mondays, Wednesdays and Fridays.

If, for any reason, the Company, Union and/or Bonnie wish to alter the above hours of work, any party may request reconsideration of the above terms. However, any changes in the above terms must be by agreement of all three parties.

All other benefits and conditions as per Bonnie's situation and/or the collective agreement will remain the same, including statutory holidays which will be paid as follows:

- If the holiday falls on one of her normal workdays, she will have that day off and receive 9-hour's pay.
- If the holiday falls on one of her days off, she will have a day-off in lieu and be paid 9-hours for that day.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 13  
LANGLEY EDITORIAL HOURS OF WORK**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Notwithstanding Articles 21.21 and 21.22, it is agreed that any hours in excess of 7.5 in one day worked by reporters of the Langley Editorial department, who

choose to do so, will be compensated for the extra time at the overtime rate.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 14  
STATUTORY HOLIDAYS  
(Tri-City, Burnaby, Maple Ridge)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

The Company agrees that earned statutory holidays during vacation may be attached to the start of the employee's vacation or taken at another mutually agreed time.

If more than one employee wishes to take advantage of the option the foreman will determine the maximum number of employees that can be accommodated at that time.

If more applicants than opportunities exist, the opportunities will be granted on the priority basis.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 15  
ALISON BAKER/COURIER DELIVERY  
(Mission)**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Effective April 1, 2006, the Company agrees to pay Alison Baker a sum of \$28.05 per round trip for courier delivery between Mission and Abbotsford.

It is understood that this sum is comprised of an

amount of \$14.45 as of April 1, 2006 an hour for wages and \$13.60 for mileage expenses.

The hourly and mileage rates will increase by the same percentage increases as the rest of the employees covered by this collective agreement.

Effective April 1, 2006, the Company agrees to pay Alison Baker a rate of \$12.75 per hour for newspaper bundle drop delivery to carriers and stores.

The hourly and mileage rates will increase by the same percentage increases as the rest of the employees covered by this collective agreement.

Holiday pay equal to six per cent (6 %) of wages will be paid.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 16  
RE: FORMER MULTI-SITE BOARDS**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

In the event of a layoff at sites where there once were joint production boards (Abbotsford/Surrey and Westender/Richmond) an employee affected by such layoff who once held priority standing on the multi-site board, may use their seniority to displace a junior employee at the other site that was part of the same multi-site board prior to that date the board was split.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 17  
RE RICHMOND BENEFITS**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Part-Time employees at the Richmond Review who receive health and welfare benefits as of the date of ratification of this collective agreement will continue to have those benefits paid for 100% by the company for as long as the average number of hours worked per week remain as they are at date of ratification. If they increase by more than 2.5 hours per week after the date of ratification, the benefits will be paid 80% by the employer and 20% by the employee as per article 21.02. Any changes will be made only in consultation with the union.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

The following is the list of substitutes in Creative Services referred to in Article 21.07 (g)

<u>Abbotsford</u>	Isabelle Schaftner	Oct. 24/06
<u>Bby/Tri-City/Maple</u>	Kathy Van Haaster	Aug. 27/01
<u>Ridge</u>	Annie Sarazin	Nov. 19/04
<u>Chilliwack</u>	Manju Dhat	Jun. 7/05
	Sara Driediger	Apr. 10/06
	Deb Romano	Oct. 30/06
<u>Langley</u>	Tanis Chorbajian	Sep. 4/04
	Tracie Wingate	Oct. 11/05
<u>Peace Arch</u>	Dianna Gomes	
<u>Richmond</u>	David Lee Son	May 9/05
<u>Surrey</u>	Diane Pruss	May 25/98
	Yvonne Meyer	Mar. 28/05
	Ken Parnell	Apr. 6/05

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 18  
RE RICHMOND AD CONTROL**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

As long as the Rick Martin retains the position of Ad Control at the Richmond Review, then he will receive the negotiated wage increases on the old Richmond Ad Control grid. When he vacates that position, the wage rate will be the same as at all other sites.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 20  
WESTENDER COMMISSIONS**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
and  
BLACK PRESS GROUP LTD.  
(Lower Mainland Division)

Sonja Johnson and will retain her 5% commission on all MetroValley accounts she held prior to date of ratification (Dec. 10, 2006).

This means that she will retain the 5% commission on real estate marketing agencies she held as accounts prior to December 10, 2006 and any new developers those agencies take on in the future. The same holds true for those developer accounts held prior to Dec. 10, 2006 who require new account numbers for each new project.

Dated this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT NO. 19  
RE SUSTITUTES IN CREATIVE SERVICES**

between  
COMMUNICATIONS, ENERGY AND PAPERWORKERS

## **ADDENDUM**

### **Personal Harassment**

#### **I. Policy Statement**

Trinity (N.A.) Holdings Inc., its associated companies, and its Unions are committed to the ideal of creating a working environment which is at all times supportive of the dignity and self esteem of individuals.

The Company will communicate this policy to all employees, provide appropriate education and training for supervisors and managers, establish a mechanism for dealing with complaints.

The policy will be embodied in all Union agreements and employee handbooks.

It is agreed that the President of the Union will receive a copy of the Complaint Officer(s) report at Step 2.3, Section IV herein and any other written reports or findings after Step 8.

#### **II. Definition**

Personal harassment is any behavior by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favouritism of one employee to the disadvantage of another.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

The Company hereby agrees that the above-mentioned behavior will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

#### **III. Prevention**

a) This policy will be made available to all employees either in their Union contract or employee handbook. In addition, it will be posted on all appropriate bulletin boards.

b) Employees and supervisors will receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and in understanding the complaint procedures.

### **IV. Complaint Procedures**

#### COMPLAINT OFFICER(S):

The Company shall identify Complaint Officer(s) for the purpose of this policy. The list of Complaint Officer(s) (see Schedule A attached) will be updated and published regularly, in consultation with the Union. The list will include female contacts.

Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the complainant's wish for confidentiality, conduct as quick and thorough an investigation as possible.

#### COMPLAINT AND INVESTIGATION PROCEDURE:

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality. The recommended procedure for an employee who feels they are being harassed is as follows:

Tell the harasser clearly that the offending behaviour is NOT welcome. Remind the harasser that the behaviour is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of behaviour.

Often this is the simplest and most effective way to put an end to harassing and the Company encourages employees to take this action. However, victims of harassment are not obliged to confront the harasser and, if the harassee is unwilling or unable to do so, or if the misconduct continues after confrontation, the victim of harassment should report the offensive behaviour as outlined below.

2.0 A victim of harassment may meet with any of the Complaint Officer(s) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including taking no further action if the complainant decides not to proceed.

2.1 The alternate courses of action in 2.0 above shall be as follows:

2.2 Cease further action under this Addendum and the harassee file a complaint under the Human Rights Act, OR;

2.3 The harassee file a complaint to the Publisher with a written copy of the complaint supplied to the president of the Union. This would allow the Publisher, the complaint officer and the harassee to attempt to resolve the complaint. In the event that the harassee is not satisfied with the Publisher's resolution under this section, the harassee may proceed with section 2.2 or section 3 hereunder. The parties agree that the time limit for the Publisher to resolve the complaint shall be ten calendar days. In

the event that the Publisher is the subject of the complaint, the harassee shall proceed to section 3 hereunder.

3. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.

4. The investigation will be commenced within three (3) work days and the complainant's identity will normally be made known to the alleged harasser.

5. The investigating Officer(s) will initiate and complete the investigation as soon as possible. The Officer(s) will have full authority to investigate as set out above.

6. Once the investigation is completed the findings will be made known to the complainant and alleged harasser by the Complaint Officer(s). This may be done in written form or in a meeting.

7. The Complaint Officer(s) will attempt to achieve resolution of the complaint at this point.

8. If the matter remains unresolved the Complaint Officer(s) shall submit a written report to the Vice-President, Personnel, (or President of the Company when applicable) outlining the facts, issues and recommended resolution.

9. The Vice-President, Personnel, (or President of the Company when applicable) will then decide the issue and forward the decision to the complainant and (alleged) harasser in writing. The decision will be implemented immediately unless a further appeal ensues, as outlined in Section V following.

#### **V. Appeal Procedures**

1. Any party affected by this policy may appeal the decision of the Complaint Officer(s) or decision of the Vice-President (or President of the Company when applicable). Notice of intent to appeal must be made in writing to the Company President and President of the Union within seven (7) days of receiving a written decision which is disputed.

2. The President of the Company will take a further appeal to an outside Disputes Resolution Officer (DRO). This person will be selected from the list in Schedule B attached hereto. This persons listed here have agreed to serve in the capacity of resolving disputes arising from the personal harassment policy. Their appointment is hereby confirmed by the parties to this agreement.

The decision of the DRO will be binding. Once finalized, the DRO will forward the decision to the complainant and the (alleged) harasser in writing. The decision will be implemented immediately. (Possible responses - Schedule C attached).

#### **SCHEDULE A**

##### **Personal Harassment Complaint Officers**

This selection of Complaint Officers will enable employees at various levels involved in a dispute to choose someone from within the Company to hear their complaint.

The complainant may choose from any one or more of the Complaint Officers listed below. In the event that the Complaint Officer chooses to decline to hear the complaint, another Complaint Officer shall be mutually agreed upon.

The list of Complaint Officers will only be changed in consultation with the Union.

If either a Vice-President or President is chosen as a Complaint Officer, the report shall be made to the opposite party under Section IV, Steps 8 and 9.

Candy Hodson	Frank Hanson
Bhreandain Clugston	Lisa Farquarson
Brian McCrystal	Linda Klitch
Jim Ainsley	Andrew Franklin

#### **SCHEDULE B**

##### **Personal Harassment Disputes Resolution Officers**

The parties agree that issues referred to the Disputes Resolution Officer under Appendix A of this document shall be selected from the following on a mutually agreeable basis, between the complainant and the (alleged) harasser. If this does not result in mutual agreement, then the selection to be mutually agreed to between the Union and the Company.

In the event that mutual agreement is not possible, then the selection will be in rotation, starting with the first available on the list in this appendix. It is further agreed that on the second event where mutual agreement fails to select a DRO, the rotation shall start at the person next in line, on a first available basis.

The Union and Company agree to share costs equally for Disputes Resolution Officers when resolving members' disputes.

Grant McArthur (LRB)	Joan McEwen
Irene Holden	Brian Foley
Jim Kelly	

## **SCHEDULE C**

### Disciplinary Responses

If harassment has been identified, any one of the following responses may be deemed to be appropriate in the circumstance.

- require a verbal or written apology by the harasser
- issue a written warning to the harasser
- reassign (transfer) the harasser to another area
- terminate the harassee's employment
- require the harasser to undergo mandatory counseling

**NOTE:** If, in the course of the investigation or appeal process the harassment charge is determined to be without merit the Complaint Officer or DRO will make such known, in writing, to all concerned parties.

Repeated, unfounded claims by an individual may result in harassment proceedings or disciplinary action.

**APPENDIX A**  
**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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

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

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

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

Section 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 workweek at less than the overtime rate.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.