

**Collective Agreement**

**between**

**CRANBROOK DAILY TOWNSMAN  
(Back shop)**

**and**

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

**Effective May 1, 2008 to April 30, 2012**

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THIS AGREEMENT made and entered into this

10<sup>th</sup> day of December, 2008

BY AND BETWEEN:

**CRANBROOK DAILY TOWNSMAN**

(East Kootenay newspapers Ltd.,)  
(Division of 074628 B.C. Limited)  
(Party of the First part)

hereinafter referred to as the Employer,

AND

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

(Party of the Second Part)

hereinafter referred to as the Union.

**ARTICLE 1 – TERM OF AGREEMENT**

1.01 From and after May 1<sup>st</sup>, 2008 and for a full term of 48 months ending April 30<sup>th</sup>, 2012 this Agreement shall remain in full force and effect and thereafter until terminated in accordance with the Labour Laws of the Province of British Columbia.

**ARTICLE 2 – PROPOSALS FOR A NEW AGREEMENT**

2.01 If either party hereto wishes to propose an amendment to this Agreement or a new agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the Labour laws of the Province of British Columbia. The operation of Section 50 (2) & (3) of the Labour Code of British Columbia Act is hereby excluded.

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 a legal strike or the Employer legally locks out the employees.

**ARTICLE 3 – INTERPRETATION AND GRIEVANCE PROCEDURE**

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

3.02 As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any

section or portion of this agreement takes place, representations shall first be made to the Pressroom Foreman or Chapel Chairman within five (5) days from the time the dispute comes to the attention of the party affected.

3.03 Should the Pressroom Foreman and the Chapel Chairman be unable to adjust the difference within forty-eight (48) hours either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstances which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

3.04 The members of the Committee shall be notified in writing by the Executive Officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.

3.05 If the Joint Standing Committee reaches a decision on an issue, it shall be binding on both parties for the duration of this collective agreement.

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

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

3.08 Within thirty (30) days of completion of the hearing the Arbiter shall render his decision.

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

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

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

**ARTICLE 4 – OBLIGATION TO SUPPLY MEN**

4.01 The Employer agrees to employ only members of the Union to do all the work within the jurisdiction of the Union.

4.02 Should the Union fail to supply the persons as provided above such other arrangements as may be necessary for publication may be adopted by mutual consent of the contracting parties.

**ARTICLE 5 – JURISDICTION**

5.01 The jurisdiction of this contract extends over the operation and maintenance of all printing presses in the plant operated by the Employer.

5.02 It is agreed that none but members of the Union in good standing shall be employed to perform full time and part-time work as outlined above. All new employees hired after the effective date of this Agreement shall, within thirty (30) days from the date of such hiring, make application to and become members of the Union.

5.03 Notwithstanding the above, casual part-time employees can perform the duties in the mailing room without becoming a member of the Union.

#### **ARTICLE 6 – STRUCK WORK**

6.01 The Union reserves to its members the right to refuse to execute any work which has been declared by the Union to be unfair. The Union further reserves to its members the right to refuse to cross a legal picket line.

#### **ARTICLE 7 – TECHNOLOGICAL CHANGE**

7.01 Definition: Any change in technology, method or procedure during the period of a collective agreement which decreases the number of employees that existed when the current contract was negotiated with the Union, except for normal layoff, such as those occurring as a result of a decline in the volume of business.

7.02 The Company guarantees to the Union that no present regular full-time or regular part-time employees as of May 1<sup>st</sup>, 2008 will lose employment by the introduction of technological change. It is agreed the number of guaranteed employees is eight (8) regular full-time employees.

7.03 The Company will give the Union three (3) months notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change.

7.04 Notwithstanding the above in the event the bargaining unit is reduced below the specified number due to technological change, the Employer will pay a lump sum equal to one (1) week for every year of continuous employment to a maximum of ten (10) weeks.

#### **ARTICLE 8 – MANNING OF THE PRESSES**

8.01 A Journeyman Pressman shall be designated per shift as either the pressroom foreman or a charge-hand and paid according to Article 11.10.

8.02 The manning for the Harris 8 unit press shall be a minimum of three journeymen pressmen employed on a full time basis for each shift in operation. One apprentice can be hired when a journeyman position becomes open.

8.03 An apprentice, with the approval of the shift pressroom foreman or the charge-hand, may cover for a Journeyman position as per Article 8.02 for absences covered by this collective agreement and be paid Journeyman rate for such coverage.

8.04 During the life of this agreement, a flyboy may be hired on a full time basis at the rate of \$10.00 per hour for the first year of employment; and \$10.50 per hour thereafter.

8.05 The company and the union have agreed to discuss the possibility of an apprenticeship during the life of this agreement.

#### **ARTICLE 9 – APPRENTICES**

9.01 Applicants for apprentice positions must be mutually acceptable to the Union and the Employer before beginning employment.

9.02 An applicant for an apprentice position shall become a member of the Union after serving a three (3) month probationary period, providing the Joint Apprenticeship Committee consider the applicant will become a competent Journeyman Pressman or Compositor, after which he will serve a four (4) year apprenticeship and complete the requirements as outlined in the Constitution and Laws of the Communications, Energy and Paperworkers Union of Canada, before becoming a Journeyman Pressman or Compositor.

9.03 Within thirty (30) days of signing of this Agreement, a Joint Apprenticeship Committee composed of an equal number of representatives of the Union and the Employer shall be selected by the parties of this Agreement.

9.04 The Committee shall have the full power and authority to deal with all aspects of apprenticeship training, education, advancement and discipline (not covered by this Agreement) for those apprentices employed in the Production Department.

9.05 An apprentice shall not be allowed to do press production work without a Journeyman Pressman on the job.

9.06 No apprentice shall be laid off at any time during his apprenticeship except for cause that the Joint Apprenticeship Committee deems sufficient.

#### **ARTICLE 10 – FOREMAN**

10.01 The Production Foreman of the Pressroom, who shall be appointed by the Company, shall be the judge of a person's competency on the basis of work performed. He shall employ, supervise and control all Union employees in the production department and discharge for cause that he deems sufficient. Upon request of the Union, the Foreman shall immediately give the reason for discharge in writing.

10.02 The employer agrees to consider members of the Chapel for the position of Foreman, if open.

10.03 The wages of the Foreman, who shall be a member in good standing of the Union, shall be fixed by negotiations between the Foreman and the Publisher.

10.04 If in the event of the Foreman being absent from his position for any reason, a substitute Foreman shall be appointed by the Company and shall receive the same rate of pay as the regular Foreman on those days he is appointed to substitute.

**ARTICLE 11 – HOURS AND WAGES**

11.01 Seven and one-half (7.5) hours shall constitute a day’s work; five (5) days shall constitute a week’s work.

11.02 Seven and one-half (7.5) hours shall constitute a night’s work; five (5) nights shall constitute a week’s work.

11.03 Day work shall be between 7:00 a.m. and 6:00 p.m. Night work shall be between 6:00 p.m. and 7:00 a.m. Any shift not beginning and ending between 7:00 a.m. and 6:00 p.m. shall constitute a night shift.

11.04 Shifts commencing between the hours of 11:30 p.m. and 6:00 a.m. shall be known as graveyard shifts and shall be paid at the rate of five (5%) percent over the regular night scale.

11.05 All employees shall be entitled to two (2) consecutive days off, one of which must be a Sunday.

11.06 No member of the Union in a job office or newspaper pressroom shall be employed for less than a full shift except in case of overtime.

11.07 All Journeyman shall receive not less than:

Journeyman Compositor	
Effective May 1, 2008	\$25.63
Effective May 1, 2009	\$26.27
Effective May 1, 2010	\$26.92
Effective May 1, 2011	\$27.73

Journeyman Pressmen	
Effective May 1, 2008	\$25.63
Effective May 1, 2009	\$26.27
Effective May 1, 2010	\$26.92
Effective May 1, 2011	\$27.73

11.08 Night work shall be paid at 115% of the day shift rate.

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

For the three (3) month probationary period; 50% of the Journeyman Pressman’s scale and thereafter the following percentage based on the respective Journeyman Pressman scale for day and night work:

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

11.10 Press foreman to receive 6% above Journeyman rate. Charge hand to receive 3% above Journeyman rate. If any existing employee receives a higher premium, then s/he will continue to be paid that premium until such time as the above rate(s) is equal to or more than what s/he is currently paid.

**ARTICLE 12 – OVERTIME**

12.01 All work done in excess of the regular workday or workweek by members of the Union shall

be considered overtime and paid for at the rate of double the regular rate of pay.

**ARTICLE 13 – SUNDAYS AND STATUTORY HOLIDAYS**

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

Armistice Day	Victoria Day
Christmas Day	Dominion Day
Boxing Day	Labour Day
New Year’s Day	Thanksgiving Day
Good Friday	B.C. Day
Employee’s Brithday	

13.02 Any additional days proclaimed as a public holiday by the Provincial or Federal Governments and any other holidays recognized by the Company by not publishing shall be treated in the same manner as the aforementioned holidays.

13.03 The pay for Statutory Holidays shall be the rate normally paid to the employee.

13.04 Such holidays, if worked, shall be paid for at double time rates and an additional day off at straight-time rates shall be granted the employee within a three (3) month period.

13.05 All work performed on a Sunday shall be paid for at double time rates.

13.06 Sundays and holidays shall be observed in the case of a night shift, on the day or night previous to which it is declared a Statutory Holiday.

13.07 Should any Statutory Holiday or non-statutory holiday fall on a man’s day off or vacation, an additional day off at straight time shall be granted him. When on continuous sick leave or Workers’ Compensation, loss Statutory or non-statutory holidays shall be accumulative with pay up to one year only. Day(s) off shall be selected, at the discretion of the Foreman, at a time that will cause a minimum of interference with production, this day(s) off shall be granted within three (3) months.

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

An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day’s pay for the holiday. To calculate an average day’s pay, divide the total wages earned in the 30 day period (excluding overtime) by the number of days worked.

An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30 day period (excluding overtime) by 15.

13.09 Statutory holidays that fall on a Saturday or Sunday shall be celebrated on the proceeding Friday or Monday as decided by the Company.

**ARTICLE 14 – VACATIONS WITH PAY**

14.01 Employees with one (1) years' continuous service shall be entitled to three (3) weeks' vacation with pay at their regular wage rate.

14.02 Employees with four (4) years' continuous service shall be entitled to four (4) weeks' vacation with pay at their regular wage rate now and hereafter. The third and fourth weeks may be deferred.

14.03 Employees with ten (10) years' continuous service shall be entitled to five (5) weeks' vacation at their regular wage rate.

14.04 Employees with fifteen (15) years' continuous service shall be entitled to six (6) weeks' vacation at their regular wage rate.

14.05 During the period between the last two (2) weeks in June until after the first two (2) weeks in September only, not more than fifteen (15) days vacation may be taken.

14.06 It is agreed that an employee shall be allowed to forego vacation in any year for the purpose of adding to the length of his vacation in any succeeding year, providing the employee's vacation is taken before April 30<sup>th</sup> of the succeeding year – subject to office approval.

14.07 Vacation pay will not be allowed for vacations not taken; in such case unused vacation privileges will be allowed to accumulate until conditions permit them to be exercised.

14.08 When a member ceases employment for any reason he shall receive pay for accumulated vacation credits.

14.09 The time of the year that each employee shall take such a vacation shall be determined and arranged by the Foreman and the management after consultation with the Chapel Chairman. The full 52-week year shall be made available for vacation periods. Preference must be given to members in order of priority standing within their own classification.

14.10 Vacation pay to be two percent (2%) for each week of vacation calculated from the T-4 slip of the previous calendar year or the straight-time rate currently paid to the employee, including any bonus or premium, whichever is the greater.

14.11 Statutory Holidays falling within a vacation shall not be construed as part of the vacation period.

14.12 It is agreed that the Employer shall not be obligated to fill the positions of employees on vacation, but may do so at his own discretion and therefore, employees on vacation shall not be required to employ substitutes to fill their positions.

14.13 When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full earned number of days vacation in the calendar year in which his anniversary of employment date was reached, the unused days shall be added to the employee's succeeding year's earned vacation credits.

14.14 If, at the request of the management, an employee is required to take his vacation at a time other than that which he has chosen, as permitted by his priority standing in the shop, he shall be allowed one (1) week extra with pay. If an employee is called

back to work during his vacation period, he shall be allowed one week extra vacation with pay and all time worked during the call-back period shall be paid for at double time rates.

14.15 Holiday list to be finalized no later than March 15<sup>th</sup>, of each year.

14.16 Provided a member qualifies for Weekly Indemnity Benefits, vacations may be cancelled at the members' option if the member becomes ill or injured during their vacation period. Such vacations shall be rescheduled by mutual agreement not subject to priority claim.

**ARTICLE 15 – PRIORITY AND LAYOFF**

15.01 Priority members shall have the choice of new shifts, new starting times, days off and vacations.

15.02 The employer shall give the Chapel Chairman two (2) weeks notice of intention to reduce the regular staff. When a regular employee in the production department intends to leave the employ of the employer he shall give two (2) weeks notice.

15.03 In the event of a reduction in the size of the staff, those with the least continuous serviced with the employer as Journeymen shall be the first to be laid off.

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

15.05 In the event of a member's day off being change, the Foreman shall give forty-eight (48) hours notice to the Chapel Chairman.

**ARTICLE 16 – SICK LEAVE**

16.01 All employees covered by this Agreement shall be entitled to one (1) day's sick leave per month at their current regular wage rate. Such sick leave benefit shall be accumulative each calendar year and any unused accumulated sick leave up to a maximum of six (6) days per year shall be paid to the employee each year end or upon termination, but not later than January 31<sup>st</sup> of the following year.

16.02 An authorized Union Sick Committee shall be responsible to management and employees for validity of sick claims.

16.03 All members of the Union shall be covered under the Printing Industry Welfare Plan. The employer shall contribute 100% of the month cost for each employee covered under this plan. Life Insurance and A.D.& D. shall be \$30,000 per covered employee. Effective July 1, 1999 Extended Health Benefit increases for out of Province coverage from \$25,000 to \$1,000,000.

16.04 The Employer agrees to maintain the benefit level to match any increase in Unemployment Insurance maximum insurable lever regarding the Weekly Indemnity rates.

16.05 All members of the Union shall be covered under the Printing Industry Dental Plan. The employer shall contribute 100% of the monthly cost for each employee covered by this plan.

16.06 All members of the Union shall be covered under the Printing Industry Vision Care Plan. Vision

Care to a maximum \$290 every two years, plus eye exams, (no maximum). Also to be used towards laser surgery. The employer shall contribute 100% of the monthly cost for each employee covered by this Plan.

16.07 All part-time employees covered by this collective agreement shall receive 6% per month in lieu of benefits. If an employee covered by this agreement works an average of 20 hours per week for four (4) consecutive months they qualify for full benefits.

**ARTICLE 17 – COMPENSABLE ACCIDENT**

17.01 In case of a compensable accident the Company will pay the difference between the employee’s wages and Workers’ Compensation Board rates until such time as the employee returns to work or is placed on a W.C.B. disability pension.

**ARTICLE 18 – CONSOLIDATION**

18.01 The employer agrees to provide severance pay, unless discharged for cause, of not less than one (1) weeks’ pay for each six (6) months priority in the office up to a maximum of twenty-six (26) weeks’ pay to members who are discharged to reduce the work force or by reason of consolidation or suspension of the Company’s operation. The minimum payment under this section shall be \$2,000.

18.02 It is agreed that the guaranteed number of employees (6) will be reduced to (5) solely for one of the following reasons:

1. Death of Employee
2. Voluntary resignation by the employee
3. Retirement by the employee
4. Discharge by the Foreman for just and sufficient cause.

**ARTICLE 19 – SANITATION AND VENTILATION**

19.01 There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done in the Production Department. The Union reserves the right to secure the services of sanitation and ventilation experts, at its own expense, whose report shall be submitted to the Union and the Employer. The Union reserves the right, if no action is taken by the Employer, of submitting said report to the Municipal Health Officer for verification whose ruling shall be final and carried out forthwith.

**ARTICLE 20 – CALL BACKS**

20.01 If employees, having left the building after completion of their shift, are called back, they shall receive five dollars (\$5) for that call back in addition to whatever overtime they earn. Employees called back shall be duty bound to comply with the call if it is their power to do so. When called back, an employee shall receive a minimum of one (1) hour’s pay at the overtime rate.

**ARTICLE 21 – BEREAVEMENT LEAVE**

21.01 A regular employee will be granted up to five (5) days leave of absence with pay between Monday and Saturday inclusive for the purpose of making funeral arrangements and/or attending the said funeral in the event of the death of a member of the immediate family which includes all in-laws, grandparents, grandchildren and step-family members. For purposes of this section spouse includes common-law spouse or same sex spouse.

**ARTICLE 22 – CHAPEL MEETINGS**

22.01 It is agreed that all chapel meetings shall be held outside of working hours. No Union representative or member shall be interfered with, nor discriminated against by the employer for carrying out the instructions of the Union governing the interpretation, application or alleged violation of this Agreement.

**ARTICLE 23 – JURY DUTY**

23.01 When an employee is called for service by any legal court, he/she shall be paid the difference between the wages he receives and the amount of straight-time earnings lost by him, by reason of such service. To qualify, an employee must produce proof that his absence was due to serving the court and he must make himself available for work whenever excused from court for one-half (1/2) day or more.

**ARTICLE 24 – DUES CHECK-OFF**

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

**Check-off Card**

I, \_\_\_\_\_ being an employee of Dawson Creek Daily News and a member of the Communications, Energy and Paperworkers Union of Canada, Local 2000, hereby authorize and direct the Dawson Creek Daily News to deduct from my wages and pay to the above named Union on or before the fifteenth day of each month the amount of 2% of my gross earnings, excluding any amounts earned as sick pay or Workers’ Compensation.

Signed: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

**ARTICLE 25 – PENSION PLAN**

25.01 The Company will contribute \$8.05 effective Dec. 4, 2008, \$8.30 effective May 1, 2009, \$8.55 effective May 1, 2010 and \$8.80 effective May

1, 2011 for each regular shift worked, including paid vacations, paid statutory holidays, paid bereavement leave and paid jury duty or any other straight-time shift for which an employee receives compensation, on behalf of each employee covered by this Agreement into the Canadian Multi Employer Retirement Fund for the Graphic Arts Media (hereinafter called the "Plan").

25.02 Contributions will be remitted monthly to the administrator, together with the appropriate Contribution Report Form to arrive in its office not later than the 15<sup>th</sup> day of the month following which the contributions are due.

**ARTICLE 26 – VDT RADIATION TESTING**

26.01 The Company agrees to have all Video Display Terminals tested periodically for radiation levels, provided however such testing equipment is reasonably available. The Union reserves the right to secure the services of VDT radiation testing experts at its own expense to determine whether or not radiation leakage, if any, exceed acceptable levels. If the radiation levels are proven to be at a dangerous level the employer agrees to take appropriate remedial action. Furthermore, the Company agrees that every pregnant woman will have the option of being transferred to work which does not require the use of a VDT during her pregnancy at no loss of pay and with no other penalty.

26.02 The employee shall have a change of work of at least 15 minutes after one hour of continuous work on equipment such as, without limitation, Video Display Terminals or Cathode-Ray tubes or at the option of the employee, the employee shall have change of work of at least 30 minutes after two hours of continuous work on a VDT, CRT or similar equipment. No employee shall be required to operate such equipment continuously for longer than two hours.

**ARTICLE 27 – MATERNITY LEAVE**

27.01 Maternity leave, to a maximum of 52 weeks, will be granted upon request and in conformity with the time periods specified in the Unemployment Insurance Act (Canada). However no employee shall be required to take a leave of absence 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. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating and other length of service benefits. Failure to return at the end of maternity leave shall be deemed a voluntary resignation. Two (2) weeks notice shall be given by the employee if possible prior to returning. Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of severance pay, vacations and other benefits under this Agreement.

27.02 Upon presentation of medical certificate a maximum of twenty-six (26) weeks leave of absence shall be granted.

27.03 The Company shall pay 100% of the cost of all Health and Welfare premiums, under the terms of the Collective Agreement for all employees on maternity leave.

27.04 Two days maternity leave with pay shall be granted upon the legal adoption of a child

**ARTICLE 28 – PATERNITY/PATERNAL LEAVE**

28.01 Two days paternity leave with pay shall be granted upon the birth of a child or upon the legal adoption of a child.

**ARTICLE 29 – LEAVES OF ABSENCE**

29.01 Upon request the Company may grant employees leaves of absence for good and sufficient cause, such requests will not be unreasonably withheld. Also upon request, all contractual benefits may be continued with the employee financially responsible for any and all cost related to such benefits beyond the first thirty (30) calendar days of any leave of absence.

29.02 No leave of absence for less than one (1) year provided for shall constitute a break in the continuity of service in the computation of benefits under this contract, but the time actually worked shall be the basis in computing severance pay and vacation pay.

29.03 Adoption leave, without pay, up to six (6) months will be granted provided the employee gives the Company adequate notice.

**ARTICLE 30 – PART-TIME EMPLOYEES**

30.01 In the event of a part-time employee becoming a full time employee, he shall be credited at least with actual hours worked.

30.02 In addition, all part-time employees shall receive all other benefits pro-rated, based on hours worked.

30.03 For the purpose of this section, one (1) year of employment shall be 1125 hours.

**ARTICLE 31 – FLYBOYS**

31.01 Flyboys' duties shall consist of flying the press, tying, washing blankets and pipe rollers, greasing, stripping of rolls, handling rolls and stock and general cleanup around the press or other duties that may be assigned by the pressman in charge.

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

\_\_\_\_\_ day of \_\_\_\_\_, 2009

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

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

**LETTER OF AGREEMENT #1****Re: Attrition**

1. The Employer agrees that during the life of this collective agreement there will be no reduction by attrition of the present number of full time employees. It is agreed that for the purpose of this letter of agreement the number of full time employees is eight (8).

2. This letter of agreement does not affect the following:

(a) The Employers right to place bargaining unit members on layoff due to economic conditions or through consolidation or suspension of the company's operation or reduction of the company's operation.

(b) The employer's or employee's rights, other than stated herein, under the current collective agreement.

3. The intent of this letter and provisos stated herein is to require the employer to fill vacancies that have been created by attrition that is: through the voluntary resignation, retirement, death or just cause dismissal of a bargaining unit employee.

4. It is recognized that the number referred to in Section 1 above, is not static and that the number will be subject to review and revision if necessary in each renewal of the collective agreement based upon the facts existing at the time.

5. The Employer agrees that an employee placed on layoff as contemplated in Section 2 (a) above, will be entitled to the severance pay clause in this collective agreement for layoff purposes only, under this provision, it will deemed permanent and payable on the day the employee ceases working unless the employee, at his or her option, chooses to retain the right to recall for up to 20 weeks. The employee can ask for his/her final payout at any time during that 20 week period. If no request is made for a payout, the severance shall be paid in the first payout period following the expiration of the 20 weeks. Once an employee receives his/her payout, s/he has no right to recall.

6. The employee who receives severance pay pursuant to this letter of agreement, that is:

(a) If the layoff due to economic conditions becomes permanent and reduces the force or

(b) Through consolidation or suspension of the company's operation or

(c) Reduction of the company's operation

ceases to be an employee for all purposes and has no further rights under the collective agreement.

**LETTER OF AGREEMENT #2****Re: Part-Time Apprentices**

The parties agree to negotiate part-time apprenticeships in pre-press/composing departments on a site by site basis during the life of these collective agreements based on the following general principles.

The apprenticeship language in each collective agreement will be followed except that:

- Part-time apprentices will advance on a the apprenticeship program based on hours worked, not date of hire, with 975 hours considered six months.

- Only one part-time apprentice will be hired at each site at any one time.

- If a full-time apprenticeship position becomes available, the part-time apprentice will have the first right of refusal to that position.

- No current employee (full-time, part-time or casual) shall lose work due to the hiring of a part-time apprentice.

- Any employee currently working less than the journeyperson's rate will be classified as the apprentice for that site and an apprenticeship committee including management will be established to determine where these individuals slot on the apprenticeship grid.

It is clearly understood that, at the end of the apprenticeship, the trainee will be paid the full journeyperson's rate.