

Collective Agreement

between

THE KAMLOOPS DAILY NEWS,

and

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

Effective Jan. 1, 2008 to Dec. 31, 2011



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COLLECTIVE AGREEMENT
between
074628B.C. Limited. DBA
KAMLOOPS DAILY NEWS LIMITED PARTNERSHIP
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000

The terms and conditions covering employees, as described in Article 2, are as outlined below, and as set forth in Appendices A, B, C, D and E respectively, which are attached to and form a part of this Collective Agreement.

In addition, each Appendix attached hereto will apply to each department, as follows, with the understanding that the master applies to all departments unless specifically excluded in the Appendix.

ARTICLE 1—PURPOSE

1.01 The purpose of this agreement is to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise, and to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2—UNION SECURITY AND RECOGNITION

2.01 (a)

i) This agreement shall apply to employees in the Editorial, News, Photography, Circulation, Business Office, Classified Advertising and Pressroom Departments at 393 Seymour Street, Kamloops, excluding the Editor, News Editor, City Editor, Sports Editor, Reader Sales and Service Manager, Finance and Human Resources Manager, Accountant, Director of Advertising Sales and Marketing, Co-op/Special Sections Co-ordinator, Retail Advertising Manager, National Sales Manager, Administrative Assistant/Payroll and Benefits, Telemarketing Supervisor (Advertising), Telemarketers (Advertising), Maintenance/Boiler Serviceman and Promotions Co-ordinator. It is agreed that all telemarketing activities conducted by the Company in the Circulation Department will be excluded from the collective agreement.

ii) This agreement also covers all contractors engaged as Delivery Drivers at and from Kamloops, British Columbia, individually contracted by the Kamloops Daily News.

(b) The employer recognizes the Union as the sole bargaining agent for the unit certified under applicable labour legislation of British Columbia and the employer agrees that the Union has the exclusive authority to bargain collectively for the unit and to bind it by a collective agreement.

2.02 The Company agrees to advise any new employee hired during the currency of this Agreement that a collective agreement is in force and the new employee shall be required to become a member of the Union as a condition of employment.

2.03 (a) One Shop Steward and assistant in each department will be recognized by management after being notified in writing from the Union of the name of the Shop Stewards. With prior notification to a supervisor, the Shop Stewards will be allowed to discuss grievances with management or employees on Company time. The Union agrees to be expeditious in grievance meetings.

(b) The Union will notify the Company in writing of the

names of its committee, representatives and officers.

2.04 No Union representative 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.

ARTICLE 3—JURISDICTION

3.01 The jurisdiction of the Union shall be as outlined in each of the attached Appendices of this collective agreement.

ARTICLE 4—MANAGEMENT RIGHTS

4.01 The Union recognizes and agrees that it is the exclusive responsibility of the employer to manage its affairs, to manage its operations in all aspects and to conduct its business efficiently.

ARTICLE 5—HOURS OF WORK AND OVERTIME

5.01 The workday shall be seven and one-half (7 1/2) hours of work within any consecutive twenty-four (24) hour period commencing at the start of the employee's regular scheduled shift. Part-time workers (including those in the mailroom) may work less than a full shift but, at no time, will they work less than 4 hours per shift. All work performed in daytime to be paid at daytime rate. Daytime hours are considered to be between 7:00 a.m. and 7:00 p.m. For all hours worked at straight time before 7:00 a.m. and after 7:00 p.m. there will be an additional \$1.75 cents per hour paid in addition to the straight time pay.

5.02 The standard work week shall be thirty-seven and one-half (37 1/2) hours a week, any hours in excess of thirty-seven and one-half (37 1/2) shall be paid at overtime rates. Any hours worked at straight time between 12:01 Saturday and 12:00 midnight Sunday will be paid an additional \$1.75 cents per hour in addition to the straight time pay.

It is understood that the night and weekend premiums will both be payable where applicable.

5.03 The Employer shall pay 1 1/2 times an employee's regular wage for work in excess of seven and one-half (7 1/2) hours in a day, and 2 times in excess of ten (10) hours in a day. Daily overtime hours for which pay is received under this clause shall not be used to calculate weekly overtime hours under Article 5.02.

5.04 Compensatory time off in lieu of overtime may be elected by the employee. The date of such time off shall be mutually agreed upon between the employee and the Company.

5.05 All employees shall be allowed a minimum of one-half hour but not more than one hour lunch period, with no pay, no later than five (5) hours after the start of their shift.

5.06 Employees will not be required to work two consecutive full weekends.

5.07 Shift Changes: Every effort will be made to give an employee twenty-four (24) hours' notice of a change in starting time. The parties recognise that the giving of such notice sometimes will not be possible.

ARTICLE 6—SENIORITY

6.01 Seniority of an individual means the length of continuous service since the date of employee's last hiring.

6.02 When a new employee is hired it is agreed that employee shall be on probation for sixty (60) working days and during this period, seniority will not be applicable. The probationary period referred to above may be extended with mutual agreement of the Employer and the Union. The Union will not unreasonably deny such an extension. When the probationary period is completed, seniority will commence from the date of hiring. The parties agree that the probationary period

is an evaluation period for the Company to see if probationers will qualify for permanent employment. During the probationary period, employees may be discharged for any work-related reason. Probationary employees will be informed on an ongoing basis about their performance.

6.03 (a) In all cases of lay off and recall after lay off, a senior employee shall be entitled to preference provided that he/she has relatively equal qualifications and aptitudes required for the job. Determination of knowledge, efficiency and ability to perform the work shall be made by the Company in a just manner. The Company's judgment may be subject to the grievance procedure.

6.03 (b) The Company will provide the Union not less than two weeks written notice of any reduction in the work force. This notice will not apply to acts beyond the control of the employer (i.e. power failures, fire, flood, etc.). Subject to 6.04 (c), employees on lay off will be recalled to fill vacancies in order of their seniority provided they are qualified to do the work available.

6.04 Seniority will be completely lost by an employee who:

- (a) quits, or
- (b) is discharged, and not re-instated under the terms of the Collective Agreement.
- (c) is laid off by the Company for a period of more than eight (8) months.
- (d) is sent a notice of recall and fails to report to work within ten (10) days of receiving notice. Such notices will be mailed by double registered mail to the last given address by the employee. If the notice is not deliverable or not picked up within fifteen (15) days of registering, the employee will be considered as quit.
- (e) exceeds authorized leave of absence, unless for legitimate cause.

6.05 (a) A bargaining unit employee who is promoted into a non-bargaining unit position will be on probation in the new position for a period of six (6) months. If at the request of either the Company or the employee he/she is re-instated into a bargaining unit position, seniority will be deemed not to have been broken. An employee who is promoted will be on probation in the new position for a period of six months. If, during the probation, the employee feels the position is unsuitable or the employer feels the employee is unsuitable, the employee will be returned to his/her original position without loss of seniority.

- (b) In making promotions, the employer agrees to give due consideration to present staff members.
- (c) The employer agrees to be non-discriminatory in its hiring practices.

6.06 An employee transferring to another department shall retain Company service for continuity of vacation entitlement and pension credits. It is understood that such an employee shall be at the bottom of the new department's priority list for claiming and layoff purposes. The departments shall be as follows: Editorial, Front Office, Mailroom, Delivery Drivers, and Pressroom.

Such an employee shall having bumping rights to his/her previous department on a company-initiated layoff, or if, within three months, the work of the employee in the new department is deemed to be unsatisfactory.

ARTICLE 7—GENERAL HOLIDAYS

7.01 The Company shall give to each employee, a holiday with pay on each of the following General Holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

and any other general holiday declared, proclaimed or celebrated by the Federal or Provincial Government.

7.02 All General Holidays will be observed on the day on which they occur except by mutual agreement of the parties to substitute another day therefore.

7.03 For work performed on the General Holiday, an employee shall be paid at one and one-half (1 1/2) times the employee's basic rate in addition to any amount payable under paragraph 7.01 of this Article.

7.04 An employee shall not receive General Holiday pay from the employer:

- (i) if he/she has not been employed for at least three (3) weeks prior to such holiday.
- (ii) if he/she is on a leave of absence from his employment
- (iii) if he/she is on Workers' Compensation or other indemnity program.

7.05 Should a General Holiday fall on an employee's regular day off, he/she shall be paid subject to 7.04 for this day off and has the option of taking another day off without pay at a mutually agreeable time.

7.06 When a General Holiday falls within an employee's scheduled vacation, he/she shall receive a day off with pay in conjunction with his vacation.

ARTICLE 8—ANNUAL VACATIONS

8.01 For the purpose of this Article, vacation entitlement shall be calculated from the anniversary date of the employee's date of last hire.

Employees with one (1) or more years of completed service will be granted vacation as follows:

Years of Completed Service	Weeks of Vacation
1 or more	3 weeks
6 or more	4 weeks
12 or more	5 weeks
20 or more	6 weeks

The vacation pay scale in each case shall be the straight time rate, including bonuses or premiums, if any, currently paid to the employee, or two per cent (2%) of the previous year's T-4 slip for each week of vacation, whichever is greater.

8.02 The parties recognize that operational requirements shall be taken into consideration when setting vacation schedules. Employees

are required to submit their preference for summer vacations prior to March 31st of that year. Preference period starting the last week in June and ending the first week of September will be allocated by seniority on a departmental basis. A maximum of three weeks may be scheduled during this period.

8.03 Employees who leave the service of the Company shall be paid at the time of severance in accordance with the provisions of Article 8.01.

8.04 Employees who receive WCB payments will have such payments taken into consideration in calculating vacation pay under paragraph 8.01 of this Article.

8.05 Vacation pay for part-time employees will be banked so that they shall take paid vacation. All casual and temporary employees will receive vacation pay on each paycheque.

ARTICLE 9—HEALTH AND WELFARE

9.01 Life Insurance	Premium
two times annual earnings to a maximum of \$100,000	Company Paid
Accidental Death & Dismemberment	
two times annual earnings to a maximum of \$100,000	Company Paid
Medical Services Plan of B.C. Extended Health Benefit	Company Paid
P.B.C.--\$25.00 deductible and 80% reimbursement	
\$1 million lifetime maximum	Company Paid
Includes Vision Care (maximum \$200 per person in any two calendar years)	Company Paid
Dental Plan	
A--100% (Basic Services)	
B-- 50% (Major Services)	Company Paid
C-- 50% (Orthodontics)	
Lifetime maximum \$2,000 per dependent	Company Paid
Long Term Disability	
6 month waiting period	
40% salary	Company Paid

Additional coverage available:

12% or 24% additional payment. 24% option results in an approximate 70/30 premium split. Premiums for this additional coverage paid by employee.

9.02 Employees become eligible for the benefit program on the first of the month following the successful completion of the probationary period.

ARTICLE 10—SICK PAY

10.01 (a) Regular full time employees who have worked for the Company for one year shall be entitled to sick leave of ten (10) working days per year with regular pay.

(b) Regular employees who successfully complete the probationary period will be credited with five (5) days sick leave and the other five (5) days upon completion of one year's service.

(c) Probationary employees are entitled to two paid sick days.

10.02 Sick time may be accumulated from year to year to a maximum of 80 working days. The accumulated days remain in the bank to be used in the event of serious illness.

10.03 Employees leaving the Company voluntarily will receive one (1) day's pay for each five (5) days accumulation or a greater portion thereof under 10.02. This payout will also apply to employees who under 6.04(c) are laid off and not recalled.

10.04 Proof of illness in the form of a doctor's slip may be requested for any illness and will always be required in the case of absences that are of five (5) days or more in duration.

10.05 Employees may use sick leave entitlement in case of illness of a dependent child, spouse or common-law spouse requiring the care and attention of the employee. The Company may require proof of illness in the form of a doctor's slip. Days not used in one year may be carried over to a maximum accumulation of six (6) days.

ARTICLE 11—LEAVES OF ABSENCE

11.01 An employee wishing a leave of absence without pay must request same in writing. The Company may grant such leave at its sole discretion. Should more than one employee request a leave at one time and the Company can see fit to let only one of the employees go, the senior employee making application shall be granted the leave. It is understood that operational requirements may not allow, at certain times, any leaves to be granted. An employee who is granted a leave of absence and who accepts employment elsewhere without the Employer's permission during such leave, will be terminated immediately.

11.02 Union Leave—Leaves of absence without pay for "Union Business" not to exceed one week in duration will be granted upon receiving the request in writing at least one month prior to the leave. No more than one employee in each department will be granted such leave at any one time under this clause.

11.03 Union Leave—(a) An employee elected or appointed to a Union position will, upon request in writing at least one month in advance, be given a leave of absence without pay. No more than one (1) employee will be granted such leave at any one time. An employee on such leave will have his seniority maintained but not accumulated.

(b) Employees on shift at the time of a union meeting may request time off without pay or make arrangements to make up such time with the supervisor. Supervisors will not unreasonably deny such requests.

11.04 Jury Duty—The Company will pay an employee called for jury duty or subpoenaed as a witness, the difference between the jury duty pay and regular rate of pay for any day that the employee would have normally worked.

11.05 Bereavement Leave—A regular employee (including part-time employees in all departments who have worked for the company for more than two years) will be granted three (3) working days with pay for the purpose of attending the funeral in the event of a death of any of the following family members: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, employee's grandfather, grandmother and grandchildren. If the person is in charge of making funeral arrangements or has to travel more than 400 km from the City of Kamloops, the employee may request and be granted an additional two (2) days leave with pay. Spouse shall include by definition same-sex partners.

11.06 Maternity Leave—Maternity leave will be granted to conform with the requirements of the Employment Standards Act.

11.07 Paternity Leave—Employees shall have the option of using two (2) days accumulated sick leave as paternity leave. Such leave must be taken within 30 days of the date of birth.

11.08 Education Leave—Employees may request a leave of absence without pay to a maximum of five (5) days per year for the purpose of attending a professional development workshop, course or seminar in the newspaper field. The Company will reimburse each employee for costs while on such leave to a maximum of \$50.00 per day and \$250.00 per year. The workshop course or seminar must relate to the employee's work and must be approved by the employer prior to the activity.

11.09 Appointments—Employees are encouraged to make personal appointments outside of working hours. When it is impossible to schedule at times other than work time employees should request time off from their supervisor at the earliest possible date. Supervisors will not unreasonably deny such requests.

ARTICLE 12—TEMPORARY EMPLOYEES

12.01 The parties recognize the right of management to hire employees on a temporary basis. Temporary employees acquire no seniority, qualify for no benefits or paid leaves for periods up to six months.

12.02 A temporary employee is one employed for a special project or for a specified time, in either case not to exceed six (6) months except for maternity/paternity relief, which may be 12 months. The Union shall be notified in writing as to the nature of such project or its duration.

12.03 The parties recognize it is management's right to retain or not retain temporary employees in the event a full-time vacancy becomes available. Temporary employees who are retained as permanent at the end of their temporary appointment will be credited for seniority purposes to the beginning of the last temporary appointment. If the temporary appointment exceeds the sixty (60) working day probationary period and the decision is made to retain the employee, he or she will not be required to go through another probationary period. The probationary periods referred to above may be extended with mutual agreement of the Employer and the Union. The Union will not unreasonably deny such an extension.

12.04 The Company will not use temporary employees when in effect such employment would eliminate or displace a full-time employee.

ARTICLE 13—GRIEVANCE PROCEDURE

13.01 The parties agree that it is desirable that grievances should be resolved as quickly as possible. Shop Stewards or employees are therefore urged to try to settle their grievances with their supervisor within twenty-one (21) days after they originate.

13.02 The employer is willing to meet any of its employees, or their representatives, for the purpose of discussing grievances, with the object of reaching a satisfactory solution. The parties agree to have a regard for the efficiency of the operation in scheduling these meetings both in their frequency and length.

13.03 If an alleged violation of this agreement affects more than one employee; affects the interests of the Union as a party to the Agreement, the employees or the Union may sign and file the

grievance specifying the alleged violation of the Agreement. Such grievance shall be presented at Step 2. It is understood any management grievance will be initiated at Step 2.

13.04 Should a dispute arise between the employer and the employee or employees regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1—The employee or employees concerned, in person, with their Shop Steward in attendance, shall first seek to settle the dispute with their immediate supervisor.

Step 2—Failing a satisfactory settlement within seventy-two (72) hours after the dispute is submitted under Step 1, the employee, accompanied by his Steward may present the grievance in writing to the Supervisor. The Supervisor must meet with the Union within three (3) days of the meeting being requested or as soon thereafter as is reasonable. The Supervisor must reply in writing within a further three (3) days after the meeting.

13.05 Should the answer from the Company not settle the matter, the Union has ten (10) days to submit the dispute to arbitrator for final settlement.

13.06 Should a grievance not be initiated in writing within the twenty-one (21) days and is not processed to arbitration according to time limits, the grievance shall be deemed to be abandoned. Should either party require additional time an extension may be arranged by mutual agreement.

13.07 Discharge grievances may be initiated at Step 2 of the grievance procedure.

13.08 The parties agree that the employer has the right to discipline and discharge employees for just and reasonable cause.

13.09 Formal discipline including all reprimands will be in writing with the employee receiving a copy of the discipline.

13.10 Employees will have access to their personnel files and may review the contents in the presence of a supervisor.

13.11 All forms of discipline are subject to the grievance procedure with discharge grievances being initiated at Step 2.

13.12 Within thirty (30) days of the signing date of this Agreement the Company 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 for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

ARTICLE 14—GENERAL PROVISIONS

14.01 Sanitation—Adequate sanitary facilities shall be provided and maintained by the Company.

14.02 Bulletin Boards—The Company will provide three (3) notice boards for the posting of all official union notices.

14.03 Wages—Wages shall be paid by Noon every second Friday. The Company will provide two months' notice of such change to Friday payday.

14.04 Safety and Health Committee—The parties agree that the operation of a Health and Safety Committee will be as per the Workers Compensation Board Regulations.

14.05 Information—The Company agrees on a quarterly basis to provide to the Union a seniority list showing name, start date and monthly earnings of all employees covered by the Collective Agreement.

14.06 Picket Lines—The Company recognizes the right of individual union members to choose as a matter of conscience to

refuse to cross a legal picket line of any union engaged in a legal strike or lock-out.

14.07 Expenses:

(a) All reasonable expenses incurred in the service of the Company will be reimbursed if permission to incur such expenses was granted by the Supervisor.

(b) Employees who are required by the Employer to have their cars available during working hours will be provided with free parking.

14.08 Severance—(a) One week’s severance pay for each six months of continuous service to a maximum entitlement to 35 weeks with a minimum as per Article 63 of the Employment Standards Act shall be paid on loss of situation caused through permanent suspension of publication or consolidation or reduction of workforce for economic reasons. This shall not apply in the case of an employee voluntarily leaving the employ of the Company or for being discharged for just cause and suspension due to illegal action or strike by the union.

(b) In the event an employee who has received severance pay is re-employed as a regular full-time employee before the elapsed time between his/her termination and the re-employment equals the number of weeks of severance pay received by him/her, he/she shall be required to return to the Company the severance pay received which is in excess of the period of his/her unemployment.

(c) If the re-employed employee is again severed, the new severance entitlement is calculated from the original employment date less any severance payment previously received and not returned.

ARTICLE 15—DURATION OF AGREEMENT

15.01 This Agreement shall be in full force and effect from January 1, 2008 and for four years thereafter until Dec. 31, 2011. If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

15.02 By agreement, the parties agree to the exclusion of Section 50 (2) and (3) of applicable labour legislation of British Columbia.

ARTICLE 16—DUES CHECK-OFF

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

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

To:.....

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

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

Employee's Signature:.....

Date:.....

16.02 When the Union alters its dues structure and/or applies special levies, the Company shall be given written authorization by the Union prior to any changes in deductions taking place.

ARTICLE 17—TECHNOLOGICAL CHANGE

Where the Employer proposes to introduce changes in equipment or material that may result in the layoff of employees the Employer agrees to give the Union three (3) months notice and agrees to discuss retraining of employees giving due consideration to seniority. If the parties cannot agree on retraining or severance pay the issue will be put to an arbitrator. The arbitrator shall have the powers as described in applicable labour legislation of British Columbia.

IN WITNESS WHEREOF, we have hereunto set our hands this

_____ day of _____ 2009

For the Company

For the Union

**LETTER OF UNDERSTANDING No. 1
RE: REDUCED WORK DAY
between
THE KAMLOOPS DAILY NEWS
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

It is understood and agreed that the collective agreement will be varied as follows:

1. Notwithstanding the provisions in Articles 5.01 and 5.02, the regular work week for full-time employees shall comprise thirty-five (35) hours consisting of five (5) consecutive days of seven (7) hours of work exclusive of lunch. It is recognized that there may be circumstances which require full-time employees to work beyond seven (7) hours on any given day.
2. The overtime provisions will continue to apply as set out in the collective agreement.
3. Part-time employees, including those working less than five (5) days per week will be exempted from this agreement.
4. There will be no layoff of full-time staff who were employed as

of Nov. 6, 2008 during the life of this Letter of Understanding.

5. This Letter of Understanding shall expire on December 31, 2011, upon the ratification date of a new agreement to replace this one or upon the commencement of a legal strike or lockout during negotiations to renew this agreement, whichever comes later.

_____ day of _____ 2009

For the Company

For the Union

**LETTER OF UNDERSTANDING No. 2
FRONT OFFICE/MAILROOM WORK
between
THE KAMLOOPS DAILY NEWS
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

It is understood that, when a mailroom employee is hired into a front office part-time position, the following protocol will apply, as per past practice:

The employee will be paid the appropriate clerk rate while working in the front office and the mailroom rate while working in the mailroom.

The employee will work no more than 7.5 hours in one day (unless overtime is paid) and, therefore, may work split shifts.

The employee will not be required to quit his/her position in the mailroom in order to work in the front office.

Signed this _____ day of _____ 2009

For the Company

For the Union

Appendix A=EDITORIAL DEPARTMENT

ARTICLE 3A—JURISDICTION

3.01A The jurisdiction of the Union shall cover all functions performed by members of the bargaining unit at the time of certification of the Union, including the gathering of information for use in editorial copy and continuing throughout the creation and use of that copy up to and including electronic pagination.

To the extent that it was the practice prior to certification, bargaining unit work may continue to be performed by personnel outside the bargaining unit.

3.02A Nothing in this agreement shall prohibit the Employer from using freelance correspondents, syndicated or wire copy and photos.

ARTICLE 5A—HOURS OF WORK AND OVERTIME

5.02A A week shall be from the start of the day shift on Monday to start of the day shift on the following Monday.

5.08A Employees required to work a split shift will not have more than one split over a twelve (12) hour period. Employees working a split must have a minimum of eight (8) hours off before the next shift.

ARTICLE 6A—SENIORITY

6.05A (c) Employees promoted to Associate Sports Editor or Supplements Editor for a temporary period because of vacation, illness or leave of absence shall receive 3.36% in addition to their regular pay for such period of service. Employees promoted to a higher classification (other than Associate Sports Editor or Supplements Editor) within the bargaining unit for a temporary period because of vacation, illness, or leave of absence shall receive the higher rate of pay for such period of service. Employees temporarily assigned to assume some of the duties of a position outside the bargaining unit will receive 75 cents per hour above the level 5 rate in Schedule A.

ARTICLE 14A—GENERAL PROVISIONS

14.07A Expenses:

(b) Vehicle Allowance—The Company will reimburse employees required to provide and use a vehicle on Company business.

- City Reporters, Entertainment Editor,
- Supplements Editor\$155/month
- Sports Reporters, Associate
- Sports Editor\$205/month

The Company will not require photographers to provide a vehicle for Company business.

Should an assignment require an employee to operate his/her vehicle beyond the city limits of Kamloops, the Company will reimburse the employee for actual distance driven beyond the City limits at the prevailing rate set by the Company. This payment will be in addition to the basic payment set out above. If the requirement changes as to the employee being provided a Company vehicle or vice versa, six (6) months notice will be given by the Company whenever possible.

(c)The Company will not require photographers to provide personal camera equipment for company use.

(d) Part-time employees will be given 85 cents per hour for all hours worked in lieu of health and welfare coverage.

14.08A Bylines—An employee’s byline will not be used over his/her protest. Whenever possible, factual changes in a story written by a reporter 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.

ARTICLE 17A—OUTSIDE ACTIVITIES

Employees of the newsroom may engage in any activities outside working hours that are not in conflict with their duties and responsibilities as employees of the Company, or in competition with the business of the Company.

SCHEDULE 'A' WAGES
Rates of wages per hour shall be:

Reporters photographers					
Number of years worked					
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11	
5	28.41	29.12	29.85	30.75	
4	25.68	26.32	26.98	27.79	
3	22.94	23.51	24.10	24.82	
2	21.57	22.11	22.66	23.34	
1	18.83	19.30	19.78	20.38	
Start	14.72	15.09	15.46	15.93	

Associate News Editor					
Number of years worked					
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11	
5 th year	29.34	30.07	30.82	31.75	
4 th year	26.51	27.17	27.85	28.68	
3 rd year	23.95	24.55	25.17	25.92	
2 nd year	21.66	22.20	22.75	23.44	
Start	19.59	20.08	20.58	21.20	

Editorial Assistant					
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11	
II	21.57	22.11	22.66	23.34	
I	19.65	20.14	20.64	21.26	

It is understood that the Associate Sports Editor and the Associate Supplements Editor will be paid at 3.36% above the Reporter Year Rate at which they were hired.

Placement on the scale is determined by management, in agreement with the employee, based on employee’s training and relevant experience.

LETTER OF UNDERSTANDING No. 2A
RE: EXCLUSIONS
between
KAMLOOPS DAILY NEWS
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000

The Company agrees that during the period covered by this Collective Agreement, it will not apply to the Labour Relations Board for the exclusion from the bargaining unit of any position currently within the bargaining unit. The Company will not seek to add an excluded position until the number of employees in the bargaining unit increases to twenty-one (21).

Signed this _____ day of _____ 2009

For the Company For the Union

**APPENDIX B=FRONT OFFICE
DEPARTMENT**

ARTICLE 3B—JURISDICTION

3.01B The jurisdiction of the Union shall cover all functions performed by members of the bargaining unit at the time of certification of the Union, including the evolution of these functions.

To the extent that it was the practice prior to certification, bargaining unit work may continue to be performed by personnel outside the bargaining unit.

ARTICLE 5B—HOURS OF WORK AND OVERTIME

5.02B A week shall be from the start of the day shift on Monday to end of the day shift on Friday. (Service Check Clerks may be required to work Saturdays or Sundays at the straight time day rate for day time hours worked. It is understood that these shifts will be used only to check deliveries which were made on the day immediately prior to the shift.)

5.09B When a person is working at a higher job classification, that person shall receive the pay for that higher job classification for the time worked at that level for one-half shift or more.

ARTICLE 14B—GENERAL PROVISIONS

14.07B Vehicle Allowance—The Company will reimburse employees required to provide and use a vehicle on Company business as per the prevailing rate set by the Company.

ARTICLE 18B—PART-TIME EMPLOYEES

18.01B Part-time employees shall advance on the salary grid on a pro-rated basis. Hours actually worked and time off with pay shall be included in the calculations for proceeding to the next level on the grid.

18.02B Part-time employees will be provided 85 cents per hour in addition to their rate of pay for all hours worked in lieu of Health and Welfare coverage.

SCHEDULE 'B'

WAGES

Rates of wages per hour shall be as follows. The Key rate is understood to be the top rate for a reporter in the editorial contract.

Clerk I (Service Check Clerk, Circulation Sub-Route Manager(s):

Number of years worked				
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
3	11.96	12.26	12.57	12.94
2	11.14	11.42	11.71	12.06
1	10.32	10.58	10.84	11.17
Start	9.49	9.73	9.97	10.27

Clerk II (Switchboard/Receptionist, Classified Clerk, Circulation Clerk, Advertising Tearsheet Clerk, Business Tearsheet Clerk):

Number of years worked

	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
3	16.64	17.05	17.48	18.00
2	15.45	15.83	16.23	16.72
1	14.29	14.65	15.01	15.46
Start	13.12	13.45	13.78	14.20

Clerk III (Circulation Clerk, Classified Billing Clerk, Display Billing Clerk, Order Entry Traffic Clerk):

Number of years worked				
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
3	18.83	19.30	19.78	20.38
2	17.49	17.92	18.37	18.92
1	16.14	16.55	16.96	17.47
Start	14.81	15.18	15.56	16.03

Clerk IV (Layout Traffic Clerk, Credit Officer, General Accounting Clerk, Senior Circulation Clerk):

Number of years worked				
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
3	20.20	20.71	21.23	21.86
2	18.76	19.23	19.71	20.30
1	17.32	17.76	18.20	18.75
Start	15.89	16.28	16.69	17.19

Creative Artists:

Number of years worked				
	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
3	22.94	23.51	24.10	24.82
2	21.29	21.82	22.37	23.04
1	19.65	20.14	20.64	21.26
Start	18.01	18.46	18.92	19.49

Placement on the scale is determined at time of hire by management, in agreement with the employee, based on employee's training and relevant experience.

An employee transferred to a higher paid classification will progress to the step in the new classification which is the next highest to the rate being received prior to the transfer.

It is agreed that a person acting as a supervisor will receive 16% over the top grid rate in that department.

**LETTER OF UNDERSTANDING No. 1B
RE: CLASSIFIED COMMISSIONS**

**between
KAMLOOPS DAILY NEWS
and**

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

The employer will consult with department representatives before any changes to the classified commission plan are made. Employees will be given at least thirty (30) days' notice before any change to the plan is made.

Signed this _____ day of _____ 2009

For the Company

For the Union

APPENDIX C=MAILROOM DEPARTMENT

ARTICLE 3C—JURISDICTION

(a) This Agreement covers all work performed by employees employed in the circulation department of the Company, which shall include insertion of flyers, correlating of paper, counting, bundling, mail preparation, elevator transfer of product and stacking papers for delivery.

(b) The jurisdiction of the Union covers all work previously or presently performed within the circulation department covered by this Agreement. Any new or additional work assigned to be performed by employees within the said department is recognized as jurisdiction of the Union provided that the said work is performed within the circulation department of the Company.

(c) Any new equipment or adoption of processes designed as a substitute for work previously or presently performed by said employees, shall be considered as being within the jurisdiction of the Union, provided however that the said new equipment or adoption of processes is implemented within the mailroom department. The Company agrees to protect named employees as of Jan. 1, 2008 against loss of jobs due to introduction of new equipment or processes.

- Full Time: Ken Hartley
Clayton Hallwas
- Part Time: Linda Rathbone
Cathy Robertson
Joan Rohrke
Denise Hansen
Cindy Trainer
Jim Brown

ARTICLE 7C—TRAINING & PROBATION

(a) Every employee shall be hired under the terms of this Appendix on a probationary basis not exceeding forty working shifts. The probationary period may be extended with mutual agreement of the Employer and the Union. The Union will not unreasonably deny such an extension.

(b) The parties agree that the probationary period is an evaluation period for the Company to see if probationers will qualify for permanent employment.

During the probationary period, employees maybe discharged for any work-related reason. Probationary employees will be informed on an ongoing basis about their performance.

(c) The Company agrees to train Union members to become proficient to the level required by the Company and the Company shall be sole judge of an employee's proficiency. Preference for

training and job retention will be given on the basis of seniority.

ARTICLE 8C—HOURS OF WORK AND WAGES

(a) A day's work may be up to seven and one-half hours (exclusive of lunchtime) as determined by the work available. The work week will be from the start of day shift on Sunday to start of day shift on the following Sunday.

(b) A night's work may be up to seven and one-half (7.5) hours (exclusive of lunch time) as determined by the work available.

(c) The rates of pay for hours worked shall be:

Employees hired after March 6, 2003

Insertor Per Hour,		Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
Start	11.56	11.85	12.15	12.51	
After 150 Shifts	12.10	12.40	12.71	13.09	
After 300 Shifts	12.62	12.93	13.26	13.65	
After 450 Shifts	13.67	14.02	14.37	14.80	
After 600 Shifts	14.73	15.10	15.47	15.94	
After 750 Shifts	16.08	16.48	16.90	17.40	

All employees, hired prior to March 6, 2003

	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
	16.08	16.48	16.90	17.40

Any hours worked at straight time between 12:01 Saturday and 12:00 midnight Sunday will be paid an additional \$1.75 per hour in addition to the straight time pay.

It is understood that the night and weekend premiums will both be payable where applicable.

(d) In addition to the scale of wages as defined above the Charge Hand shall be paid 16% over scale; Insertor Operator paid 14% over scale; Insertor Operator Assistant 10% over scale. Employees filling in for the Charge Hand will receive the Charge Hand rate of pay for hours of fill in.

ARTICLE 9C—OVERTIME

(a) All work done in excess of the number of hours recognized as a regular work day shall be considered overtime and shall be paid for at time and one-half for the first two hours and double time thereafter. When overtime is worked in excess of three hours a thirty minute lunch period shall be provided and such lunch period shall be paid at the straight time rate.

(b) All work performed on Saturdays shall be paid for at the overtime rate, provided that the employee to be paid at the overtime rate has in the five preceding days worked in excess of thirty-seven and one-half hours.

(c) Overtime shall be computed in 15 minute units with any fraction of 15 minutes being considered as 15 minutes.

ARTICLE 10C—STATUTORY HOLIDAYS

Employees shall be paid in accordance with the Employment Standards Act, R.S.B.C. 1979, Chapter 107 and Amendments thereto pro rated wages for the following statutory holidays:

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

ARTICLE 11C—ANNUAL VACATIONS

(a) For the purpose of this Section, vacation entitlement shall be calculated from the anniversary date of the employee's date of last hire.

Employees with one (1) or more years of completed service will be granted vacation as follows:

Years of Completed Service	Working Days of Vacation
1 or more	15
6 or more	20
12 or more	25
20 or more	30

The vacation pay scale in each case shall be the straight time rate, including bonuses or premiums, if any, currently paid to the employee, or two per cent (2%) of the previous year's T-4 slip for each week of vacation, whichever is greater. Casual on-call employees will be paid on the basis as past practice.

(b) The parties recognize that operational requirements shall be taken into consideration when selecting vacation schedules.

Employees are required to submit their preference for summer vacations prior to March 31st of that year. Preference during July and August will be allocated by seniority on a departmental basis. A maximum of two weeks may be scheduled during these two months. Preference period starting the last week in June and ending the first week of September will be allocated by seniority on a departmental basis. A maximum of three weeks may be scheduled during this period.

(c) Employees who leave the service of the Company shall be paid at the time of severance in accordance with the provisions of Section 11 (a).

(d) Employees who receive W.C.B. payments will have such payments taken into consideration in calculating vacation pay under paragraph (a) of this Section.

ARTICLE 14C—LUNCH TIME

14.01C Lunch Time—Lunch time (which shall be for one half hour) must not be more than four hours from starting time, except in cases of emergency.

ARTICLE 15C—COFFEE BREAKS

15.01C Coffee Breaks—All employees shall be allowed one 15 minute coffee break for each four hours worked. The coffee break shall not start before one and three-quarters hours or after two and one-quarter hours from the start of the shift.

ARTICLE 19C—LEAVES OF ABSENCE

(a) The Company agrees to give every consideration that employees shall be granted one (1) week leave of absence at their request in each calendar year without pay, said week not to be taken

the week of the Spring Break, during the prime vacation time or the week prior to Christmas without approval of the Company.

(b) Jury Duty

The Company will pay an employee called for jury duty the difference between the jury duty pay and his/her regular rate of pay for any day that the employee would have normally worked.

ARTICLE 20C—PROTECTIVE CLOTHING AND TOOLS

The Company agrees to provide and clean one smock per week per employee.

The Company will supply a good quality utility knife to each employee to be used on the job, and the Company will supply blades and markers as required.

ARTICLE 21C—SCHEDULING

The Company will advise employees by noon as to whether or not they will be required the following day and at what time. The parties recognize that such notice may not be possible from time to time.

ARTICLE 22C—HEALTH AND WELFARE

(a) Full time employees will qualify for the Company Health and Welfare Plan or may elect payment in lieu of as per paragraph (b).

(b) Part-time employees will be given 85 cents per hour for all hours worked in lieu of Health and Welfare coverage.

ARTICLE 23C—SICK LEAVE

(b) Regular part-time employees who have worked for the Company for one year shall be entitled to sick leave of ten (10) working days at the average hours worked per day in the month previous to the absence. Regular part-time employees are those who work in excess of twelve (12) hours per week (see attached list)

ARTICLE 24C—EXCLUDED CLAUSES

All following clauses in the master agreement are excluded from this appendix:

Article 5—Hours of Work and Overtime, except as specified in Article 5 in the main body of the collective agreement.

Article 6—Seniority

Article 7—General Holidays

Article 8—Annual Vacations

Article 9—Health & Welfare

Article 10.01 (b)—Sick Pay

Article 11.01, 11.02, 11.04, 11.08—Leaves of Absence

Article 12—Temporary Employees

Article 14.03, 14.04, 14.07—General Provisions

**LETTER OF UNDERSTANDING No. 1C
RE: MANNING
MUELLER-MARTINI 227 — NINE HEAD
between
KAMLOOPS DAILY NEWS
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

The parties agree to participate on a committee to discuss manning concerns as they apply to the inserting machine. This committee will be comprised of the Shop Steward, one employee and the Circulation Manager.

The Committee will meet on an as needed basis but will be scheduled for the second Thursday of every month.

The Shop Steward and the employee will report to work one hour in advance of their regular starting time and will be paid straight time for that hour.

In advance of the formation of the Committee, the parties agree to the following:

1. No employee shall operate more than two heads at any time.
2. In the absence of automatic stacking equipment, not less than two people shall be stationed at the end of the machine for off loading.
3. In the event the Shop Steward feels the workload is too great and the speed of the inserting equipment too high, he or she shall have immediate access to the Reader Sales and Service Manager or representative to rectify the situation. If the situation cannot be resolved at this level it will be referred to the Publisher for a decision.

Signed this _____ day of _____ 2009

For the Company

For the Union

**LETTER OF UNDERSTANDING No. 2C
RE: SHARING OF AVAILABLE WORK
between
KAMLOOPS DAILY NEWS
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

The following part-time employees in seniority order shall share available work on an equitable basis, and will receive sick pay: Linda Rathbone, Cathy Robertson, Joan Rohrke, Denise Hansen, Cindy Trainer, Jim Brown.

The requirements for being on the part-time work-sharing list are:

1. Employee must be available for all shifts unless s/he has a reasonable excuse.
2. Employees must be able to perform all mailroom functions including (but not limited to) hand-inserting, loading inserting machine, flying the press, bundle tops, mail, stacking bundles, operating inserting machine, flyer packs and run lists.

Should any part-time employee leave employment for any reason, the next senior person on the spareboard will immediately move up into the part-time classification providing they are able and willing to perform all job functions in the mailroom.

The spareboard shall consist of six employees who will be named to the spareboard based on seniority as long as they obviously have the ability and interest in performing all job functions in the mailroom. The Company, in consultation with the mailroom supervisors, will be the sole judge of ability and interest.

Spareboard employees in priority order are: Rosewitha Munson, Brenda Hala, Alan Sakaki Wayne McDonald Aileen Edwards and Sandip (Sunny) Randhawa.

All remaining employees shall be considered casuals. Casuals will be called in for work based on priority, the level of their competency in the work available, their willingness to do the jobs required and their availability to work all shifts. The Company, in consultation with the mailroom supervisors, shall be the sole judge of competency.

Signed this _____ day of _____ 2009

For the Company

For the Union

APPENDIX D=DELIVERY DRIVERS

1. The Company shall provide sufficient newspaper, inserts and total market coverage product (hereinafter referred to as Newspapers) to the Delivery Drivers for each of the routes specified in the manifest provided to each Delivery Driver each day (hereinafter referred to as the manifest). The manifest shall set out the number of newspapers for each route. The newspapers shall be bundled and marked by route.

2. The Delivery Driver shall pick up the newspapers at the Company loading area on each delivery day and deliver them to the address with dispatch in the order laid out in the manifest.

3. Current routes will be listed and vacant routes will be posted for a minimum of 7 calendar days as they become available. Drivers who have been under contract to the Kamloops Daily News for the longest period of time will be given preference when filling the vacancy. New routes and amalgamated routes will also be posted. It is understood that nothing in this clause precludes the employer from discontinuing routes. A driver who becomes redundant as a result of a discontinuance of a run may apply his or her length of contracted service and bump another driver.

4. (i) The Delivery Drivers will report to the loading dock at their scheduled loading times. If there is a change of times the Company will advise the drivers one (1) hour prior to the scheduled loading time. Drivers must be at their designated phone number one (1) hour prior to their loading time. If they are unable to be at their designated phone numbers they must contact the Company one (1) hour prior to their scheduled loading time.

Time will be paid beginning at the specified time and will be calculated in minimums of fifteen (15) minute units with any fraction of fifteen (15) minutes being considered as fifteen (15) minutes.

A detailed breakdown of wait time shall be provided to drivers on the following pay period.

(ii) In the event that the Company changes the press start time or changes the truck departure order, it will advise the affected driver(s) one (1) month in advance of the change unless otherwise mutually agreed upon.

5. The Delivery Drivers shall deliver the newspapers in a good and workmanlike manner. It is agreed that Delivery Drivers can subcontract the work only with the permission of the Circulation Manager of the Kamloops Daily News, such permission will not be unreasonably withheld.

6. The Company shall pay the Delivery Driver for the newspapers delivered as follows:

Minimum 30¢/km

Fuel Price	Load Size Range: Number of papers				
Range	0-1000	1001-1500	1501-2000	2001-2500	2500+
.85-.899	.305	.31	.32	.33	.345
90-94.9	.315	.32	.33	.34	.355
95-99.9	.325	.33	.34	.35	.365
1-1.04.5	.335	.34	.35	.36	.375
1.05-1.099	.345	.35	.36	.37	.385
1.10-1.149	.355	.36	.37	.38	.395
1.15-1.199	.365	.37	.38	.39	.405
1.20-1.249	.375	.38	.39	.40	.415
1.25-1.299	.385	.39	.40	.41	.425
1.30-1.349	.395	.40	.41	.42	.435
1.35-1.399	.405	.41	.42	.43	.445
1.40-1.459	.415	.42	.43	.44	.455
1.45-1.499	.425	.43	.44	.45	.465
1.50-1.549	.435	.44	.45	.46	.475
1.55-1.599	.445	.45	.46	.47	.485
1.60-1.649	.455	.46	.46	.48	.495

etc.

When gasoline prices change, the posted price will be checked on every delivery driver payday. If prices vary between stations, an average will be taken between three gas stations as agreed to by local Union and Company representatives. The price on each payday will prevail for the following pay period.

	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
	11.55	11.84	12.14	12.50
.005 per paper.				
.005 per TMC including TV News				
.10 per motor route drop				

Motor Route Tube installations— 15 minutes per installation.
Deadhead rate:

Truck	Run	Deadhead
20	Clearwater	\$18
30	Chase	\$13
235	Paul Lake	\$12
40	Cache Creek	\$17
50	Logan Lake	\$15

Testing for mileage and hourly accuracy may be requested at any time by Delivery Drivers. An additional 15 minutes will be added to each audited route in order to cover for adverse road conditions.

7. The Delivery Drivers shall be paid every second Wednesday for the newspapers delivered during the preceding two (2) week period.

8. It is agreed that the Delivery Driver is and shall remain a contractor and nothing in this agreement shall be construed so as to create an employee or agency relationship, a partnership or a joint venture between the Company and the Delivery Driver unless otherwise agreed to by the Union and the Company.

9. Any expenses incurred by the Delivery Driver in performing the deliveries contemplated herein shall be the responsibility of the Delivery Driver.

10. The Delivery Driver confirms that as a contractor he/she is responsible for making any necessary deductions for Unemployment Insurance, Canada Pension, Revenue Canada for him/herself or any of his/her employees. The Company shall not make any deductions on behalf of the Delivery Driver for any such payments. The Company agrees to remit W.C.B. assessments on behalf of the Delivery Drivers and casual replacements.

11. The Delivery Driver shall, during the term of this Agreement, maintain Comprehensive General Liability Insurance of \$1,000,000. The parties recognize there will be no liability attached to the Kamloops Daily News.

12. The Delivery Driver shall indemnify and save harmless the Company from and against any claims, damages, costs, expenses, actions and suits arising out of the performance of the Delivery Driver's obligations as contained herein arising from the failure of the Delivery Driver, his/her agents or employees to fully comply with any term or condition of this Agreement.

13. The Delivery Driver will be responsible for complying with the required licencing of his/her vehicle. Upon presentation of proof of licencing, the Kamloops Daily News will reimburse the Delivery Driver for the cost of such licencing on a pro-rata basis. Delivery Drivers fined as a result of not possessing the required licencing will have no claim against the Kamloops Daily News.

14. Cargo Insurance is not required and the Kamloops Daily News will make no claim in the event of the loss of newspapers due to an accident.

15. Any directions which may be given by the Company pursuant to the terms of this Agreement may be given by the Circulation Manager of the Company or such other person as may be appointed by the Company.

16. In the event the Delivery Driver defaults in the performance of any of the covenants or terms contained in this Agreement and if this default shall continue for two (2) days after the Company has given notice to the Delivery Driver and Union specifying such default, the Company shall have the right to terminate the Delivery Driver forthwith or at any time while such default continues by giving the Delivery Driver and the Union written notice to that effect. Any costs incurred by the Kamloops Daily News by reason of default will be borne by the Delivery Driver.

17. Any notice to be given hereunder shall be effectively given if delivered or mailed by prepaid registered mail to a party at its respective address as set out above, or to such other address of which such party may from time to time notify the other in writing. The time of such notice will be, if delivered personally, on the date of delivery, and if mailed, on the second business day after the mailing of the notice, it is agreed that the Union is to receive a copy of any notices.

18. The Delivery Driver may not assign this Agreement in whole or in part, without the prior written consent of the Company, which consent may not be arbitrarily withheld.

19. All following clauses in the master agreement are excluded from this appendix:

- Article 5—Hours of Work and Overtime
- Article 6—Seniority
- Article 7—General Holidays
- Article 8—Annual Vacations
- Article 9—Health & Welfare
- Article 10—Sick Pay
- Article 11—Leaves of Absence
- Article 12—Temporary Employees
- Article 14.03, 14.07 and 14.08.
- Article 17—Tech Change

20. In lieu of any and all other benefits contained in the Collective Agreement, Delivery Drivers will be paid 85 cents per hour (pro-rated for partial hours) for each hour worked by the driver in addition to their hourly rate.

21. It is understood that Delivery Drivers have seniority rights only in regard to the other delivery drivers and have no bumping rights into the other departments in the newspaper.

22. Each driver shall have no more than one delivery route.

LETTER OF UNDERSTANDING No. 1D

Re: JURISDICTION

between

KAMLOOPS DAILY NEWS

and

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

For the life of this agreement the Kamloops Daily News agrees not to contract out the work of delivering its newspapers if such contracting results in the lay-off of delivery drivers. This letter does not preclude the Kamloops Daily News printing and delivering flyers, catalogues, etc. to be removed and distributed in other ways.

Signed this _____ day of _____ 2009

For the Company

For the Union

APPENDIX E=PRESSROOM DEPARTMENT

Paragraph 14.07B of the master does not apply to Pressroom Department employees.

ARTICLE 3—JURISDICTION

3.05E The jurisdiction of the union in the pressroom shall include all work in the pressroom as it existed at the time of certification of the new unit. This work shall include all running of the press, maintenance of the press, platemaking, unloading rolls, storage of inks, loading of rolls onto the press. It is understood that the rewinding machine is under the jurisdiction of the pressroom.

To the extent that it was the practise prior to certification, bargaining unit work may continue to be performed by personnel outside the bargaining unit.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.09E Every effort will be made to give an employee twenty-four hours' notice of a change in starting time. The parties recognize that the giving of such notice sometimes will not be possible.

ARTICLE 14 – GENERAL PROVISIONS

14.10E (a) The Company agrees to provide all pressroom department employees with either coveralls or pants and shirts, as needed, for use on the job. Facilities for laundering such garments will be provided.

(b) The Company further agrees to provide WCB-approved hearing protection to all pressroom department employees.

(c) It is a Company requirement that all pressroom department employees wear WCB-approved safety boots at all times while on the job. The Company agrees to provide such employees with a safety boot allowance of \$150 each 15 months or \$300 every 30 months, upon presentation of receipted bills.

14.11E The Company will endeavor to provide as much notice as possible when overtime work is required.

14.12E There shall be no fewer than three (3) pressmen operating existing press equipment when the regular sections constituting the daily newspaper are being printed unless otherwise mutually agreed between the Company and the Union. Regular sections do not include such sections as "Spotlight," "Real Estate Review," and other sections occasionally inserted in the newspaper.

SCHEDULE 'A'

Scale of Wages

All journeymen pressmen shall receive not less than:

Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
28.41	29.12	29.85	30.75

All pressroom helpers shall receive not less than:

Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11
14.71	15.08	15.45	15.92

All pressroom apprentices shall receive the following percentage of the journeyman's scale:

	1st 6 months	2nd 6 months
1st year.....	55%	60%
2nd year	65%	70%
3rd year	75%	80%
4th year	85%	90%

When an apprentice has finished his time, he may, at his discretion, continue to be employed as an apprentice at the end rate for a period of up to three (3) months.

LETTER OF UNDERSTANDING No. 1E

1E - Re: PRESSROOM STAFFING

between

KAMLOOPS DAILY NEWS

and

COMMUNICATIONS, ENERGY and PAPERWORKERS

UNION OF CANADA, LOCAL 2000

1. It is understood the following constitute the Pressroom full time regular staff as of the date of ratification, based on date of hire (other than supervisor).

- Leland Harmon, Pressroom Supervisor
- Keith Gordey, Journeyman
- Stan Brandt, Journeyman
- Joe Myttenar, Journeyman
- Dave Burkatsky, Journeyman
- Todd Drinnan, Apprentice

2. Within a given week, extra shifts in the pressroom will be shared on an equal basis between Rod Sundby and Greg Bossert.

3. Any additional substitutes hired would only be hired on those days when Rod Sundby and Greg Bossert, are working or are unavailable.

4. The employer agrees to recognize and to carry out in practice, whenever feasible and in its best interests, the principle of promotion of staff members under union jurisdiction in priority order.

Signed this _____ day of _____ 2009

For the Company

For the Union

LETTER OF UNDERSTANDING No. 2E

Re: APPRENTICES

between

KAMLOOPS DAILY NEWS

and

COMMUNICATIONS, ENERGY and PAPERWORKERS

UNION OF CANADA, LOCAL 2000

1. Only one apprentice may be employed in the press room at any one time.

2. An apprentice may be hired only if there is a minimum of four full-time regular journeymen employed by the company.

3. 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.

Signed this _____ day of _____ 2009

For the Company

For the Union

APPENDIX F

Personal Harassment

I. Policy Statement

The Company and the Union 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 and establish a mechanism for dealing with complaints. The policy will be embodied in all union agreements and employee handbooks.

Union employees may choose to pursue a complaint either by using the complaint procedures set out in this policy or following the grievance procedure in the collective agreement. The decision on which way to proceed shall be made by the complainant at Step 9 of Section IV herein. In the event that the complainant chooses to grieve under the collective agreement the dispute shall proceed directly to the Joint Standing Committee.

It is agreed that the President of the Union will receive a copy of the Complaint Officer(s)' report at Step 8, 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 behavior 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:

1. Tell the harasser clearly that the offending behavior is NOT welcome. Remind the harasser that the behavior is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of behavior.

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 behavior as outlined below.

2. A complainant 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 formal investigation of the complaint or taking no further action if the complainant decides not to proceed.
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 or grievance ensues, as outlined in Section V following.

V. Appeal Procedures

1. Any party affected by this policy may appeal or grieve the decision of the Complaint Officer(s) or decision of the Vice-President, Personnel (or President of the Company when applicable). Notice of intent to appeal or grieve 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.

It is agreed that should a party to the dispute choose to grieve the matter via the collective agreement, the grievance would proceed directly to the Joint Standing committee.

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. The 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—see 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.

COMPANY:
1. Peter Kvarnstrom
2. Sandra Baron

UNION:
3. Duane Seibel
4. Marilyn Martin

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.

1. Grant McAurthur
2. Irene Holdon

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 harasser
- require the harasser to undergo mandatory counselling

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.