

Collective Agreement

between

**NELSON DAILY NEWS
(Non-Mechanical)**

and

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

Effective May 1, 2008 to April 30, 2012

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CONTRACT
and
SCALE OF WAGES
Between
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000
and
NELSON DAILY NEWS

This Agreement effective the first day of May, 2008 shall remain in full force and effect for a term of forty-eight (48) months, ending April 30, 2012, or until terminated in accordance with the labour laws of the Province of British Columbia, BETWEEN 0747628 B.C. Ltd., dba Nelson Daily News through authorized representatives, sometimes hereinafter referred to as the Employer, party of the first part, AND: Communications, Energy and Paperworkers Union of Canada, Local 2000, sometimes hereinafter referred to as the Union, party of the second part.

WITNESSETH, that party of the first part, the Employer, agrees:

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 Company legally locks out the employees.

SECTION 1. News Publishing Company Limited: This Agreement covers all employees of the Employer excluding only those performing Composing, Press, Bindery and Mailing Room work. The following employees are also excluded from the unit: Publisher, Advertising Manager, Circulation Manager, Office Manager and the Managing Editor.

This entire Agreement is predicated upon the understanding that only members of Communications, Energy and Paperworkers Union of Canada, Local 2000, covered by the terms of this Agreement will do all work under the Union's jurisdiction, subject to the conditions in Section 1. The Employer agrees to respect and observe the conditions prescribed by the Constitution, By-laws and scale of prices of the Union not in conflict with this Agreement and the General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000, copies of which are hereunto attached.

Subject to Section 1 of this Agreement the Employer shall require as a condition of employment of any new employee that he shall on date of employment, become and remain a member of the Union in good standing, and that all present members of the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall remain in good standing during the life of this Agreement. The Employer shall immediately terminate the employment of any employee who fails to comply with this section.

HOURS OF WORK

SECTION 2. Payment of wages shall be made every second Friday.

(a) A day's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunch time). The hours of work to be between 7 a.m. and 6 p.m. on the same day.

(b) A night's work shall consist of seven (7) hours (exclusive of lunch time). The hours of work to be between 6 p.m. and 7 a.m.

(c) Five days or five nights shall constitute a week's work.

(d) Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift.

(e) Lunch time (which shall not be less than one-half hour or more than one hour) must not be more than four hours from starting time, except in cases of emergency.

(f) Each employee shall be entitled to two consecutive days off after completing a week's work. Seventy-two hours notice shall be given when a member is required to change his or her off day or off night.

(g) Nothing in the above provisions shall mean that the Employer must pay for a full shift when an employee is discharged for cause or excused at his own request.

(h) In no event shall employees working nights receive less pay for a 35-hour work week than employees working days receive for a 37 1/2-hour work week.

(j) Shifts for part-time employees will not be for less than four hours.

OVERTIME

SECTION 3. (a) All work done in excess of the regular work day or work night by members of the Union, affected by this agreement shall be considered overtime and shall be paid for at the rate of double-time.

(b) Not less than double the employee's regular rate shall be paid for any shift worked in excess of five within a week or on an off day or off night.

(c) When a member is required to work on a statutory holiday he or she shall receive double time in addition to the straight-time rate.

(d) When overtime is worked in excess of three hours, a 30-minute lunch period shall be provided and such lunch period shall be paid at the straight-time rate.

WAGE AND CLASSIFICATION SCHEDULE

SECTION 4. Writer-Photographers, Writers, Photographers, Advertising Sales:

Day	May 1/08	May 1/09	May 1/10	May 1/11
Probation 12.72	13.04	13.36	13.77	
4-12 mos.	17.06	17.48	17.92	18.46
2nd Year	17.78	18.23	18.68	19.24
3rd Year	18.41	18.87	19.34	19.92
4th Year	19.14	19.62	20.11	20.71
5th Year	21.02	21.55	22.09	22.75
6th Year/Key	24.75	25.37	26.01	26.79

Night	May 1/08	May 1/09	May 1/10	May 1/11
Probation 13.68	14.03	14.38	14.81	
4-12 mos.	18.35	18.81	19.28	19.85
2nd Year	19.11	19.58	20.07	20.68
3rd Year	19.76	20.26	20.76	21.39
4th Year	20.57	21.09	21.61	22.26
5th Year	22.59	23.16	23.73	24.45
6th Year/Key	26.60	27.26	27.95	28.78

Filing Clerks, Advertising Clerks, Accounting Clerks:

	May 1/08	May 1/09	May 1/10	May 1/11
Probation 12.72	13.04	13.36	13.77	
4-12 months	15.66	16.05	16.45	16.95
Second year	16.33	16.74	17.15	17.67
Third year	17.03	17.45	17.89	18.42
Fourth year	18.91	19.38	19.87	20.46

General Help:

	May 1/08	May 1/09	May 1/10	May 1/11
Probation	12.72	13.04	13.36	13.77
4-12 months	15.28	15.66	16.06	16.54
Second Year	15.93	16.33	16.73	17.24
Third Year	16.61	17.02	17.45	17.97
Fourth Year/Key	17.24	17.67	18.11	18.66

Editors to receive twenty-five (25c) cents per hour in addition to the above rates.

(a) In the application of the minimum wage schedule of this agreement employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion. It is agreed the shop steward (chapel chairman) shall be present when the classification or rating takes place, and the Union notified in accordance with the provisions of this agreement. The employee shall advance through subsequent step-up increases as provided, based on the anniversary hiring date of each employee.

(b) When an employee is required to do work in a higher classification he shall be paid for such work at the higher classification rate (minimum of one (1) working day).

HOLIDAYS AND VACATIONS

SECTION 5. (a) All permanent members covered by this agreement with one year's service shall be allowed fifteen (15) days vacation with pay. Employees having three years' service shall be allowed twenty (20) days vacation with pay. Employees having ten (10) years' service shall be allowed twenty-five (25) days vacation with pay. Employees with fifteen (15) years' service shall be allowed thirty (30) days vacation with pay. Employees entitled to four, five or six weeks vacation shall be allowed to schedule their vacation period at one time if they so desire. During the period from June 15 to September 15 a member may schedule only three (3) weeks vacation until all other members have had an opportunity to schedule their vacations. Calculation of vacation credits shall be from the date of employment and it is clearly understood that length of vacation is determined from each employee's original date of hire.

Vacation pay shall be 2 per cent 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 greatest; plus 1-day of bonus vacation pay for each week of vacation taken.

(b) Employee(s) vacation credits shall be based on their date of hire. Earned vacations will be taken in the 12 months following their anniversary.

(c) Casual employees who work 150 shifts in a calendar year shall receive vacation as outlined in 5(a) and 5(b) above. Those casual employees who work less than 150 shifts in a calendar year shall receive one (1) day's vacation pay for each fifteen (15) shifts worked.

(d) There shall be eleven (11) recognized holidays as follows: New Year's Day, Good Friday, Empire Day, Dominion Day, Labour Day, B.C. Day, Thanksgiving Day, Armistice Day, the closest Friday to each member's birthday, Christmas Day, Boxing Day, or days celebrated as such, and any additional public holidays proclaimed by the Provincial or Federal or Municipal (in the municipality where the printing plant is located) Governments. When a statutory holiday falls on a Saturday or a Sunday the Company shall honour the holiday on the closest Friday or Monday by mutual agreement.

(e) All employees scheduled to work on above named holidays shall receive straight-time pay when not required to report. If required to report, they shall be paid double-time in addition thereto.

(f) An employee failing to receive a paid statutory holiday by reason of his day off falling on the holiday shall receive another paid day off in lieu of such holiday missed. No member shall be permitted to work on a statutory holiday which falls on his regular off day.

(g) All employees terminating with less than ninety (90) days service with the Employer shall receive six (6%) per cent of earned wages to cover all vacation pay and statutory holidays. Permanent employees shall receive vacation credits as provided above.

(h) 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.

(i) 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.

MILEAGE AND EXPENSES

SECTION 6. (a) The Employer shall continue the present general policy regarding transportation arrangements for employees in service of the Employer during the term of this Agreement. Where such transportation is not supplied, an employee authorized by management to use his automobile in the service of the Employer shall be compensated for the use of his/her automobile as per mileage grid below upon submission of authorized travel claims.

Minimum 30.5 cents per km for out of town mileage

Fuel Price Range	per KM
90-94.9	.305
95-99.9	.31
1.00-1.04.9	.315
1.05-1.099	.32
1.10-1.149	.325
1.15-1.199	.33
etc.	

(b) \$45.00 shall be allowed for a full day's expenses to cover the cost of meals while an employee is on business for the Employer plus other necessary expenses such as accommodations as authorized by the Employer. Vouchers to be supplied.

(c) The Company will pay \$85.00 per year plus maintenance and repairs when an employee furnishes appropriate camera equipment to be claimed on an expense claim form on the anniversary date of the employee.

HIRING, TRANSFERS AND PROMOTIONS

SECTION 7. (a) The Employer shall hire employees without regard to sexual orientation, age, sex, race, creed, colour or national origin. The Employer shall notify the Union of all vacancies and shall give consideration to the hiring of any candidate supplied by the Union. Probationary period for new employees, and for the purpose of training, shall be 90 calendar days, which may be extended by mutual agreement between the Employer and the Union.

(b) No employee shall be transferred by the Employer to another enterprise or division in the same city, or to another city; whether in the same enterprise or other enterprises conducted by the Employer, or by a subsidiary of the Employer without the employee's consent. The Employer shall be responsible for payment of reasonable transportation and other moving expenses for the employee and his immediate family. Before expenses are incurred the employee shall obtain the approval of the Employer.

(c) The Employer agrees to recognize and carry out in practice the principle of promotion of staff members under the Union's jurisdiction. Notice of any vacancy must be posted at all available bulletin boards and given to the Union. Employees desiring to fill such vacancies shall submit written applications within three days of such posting provided that this may be extended to seven

days for employees who are away sick, on vacation, or on out-of-town assignment.

(d) Promotions shall be based on merit and ability. Where, in the opinion of the Employer, two or more applicants are equal in merit and ability, the position shall be given to the senior applicant.

(e) Any employee promoted or transferred shall be given a trial period of three months, which may be altered by mutual agreement of the Employer and the Union. During such trial period the employee may elect to return to his previous classification and salary level. There shall be no reduction in salary or impairment of benefits as a result of any transfer or promotion unless the employee so agrees, in which case the Union shall be notified immediately and in advance of the transfer taking place.

(f) No employee shall be penalized for refusing to accept a promotion or transfer.

(g) The trial period shall be included in determining length of service in an employee's classification or, if the employee returns to the classification from which he advanced, his period of service in the higher classification shall be counted as service in the classification from which he advanced.

(h) Priority members shall have choice of new shifts and new starting times, provided that changes shall be made only when new openings occur and also provided no changes shall be made which measurably decrease the efficiency of the Employer.

(i) When it becomes necessary to decrease the force in the Department, such decrease shall be accomplished by discharging first the person or persons last employed in the Department either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before any other help may be employed.

(j) The Employer may discharge for (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under accepted Union laws. A discharged employee shall have the right to challenge the fairness of any reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-two (72) hours after the employee is informed of the discharge.

(k) The parties agree to exclude the operation of Subsection (2) of Section 66 of the Labour Code of British Columbia Act.

SANITATION

SECTION 8. There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work performed by members working under this agreement. The Union reserves the right to secure the services of sanitary and ventilation experts, at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the municipal health officer for verification, whose report shall be final and carried out as soon as practicable.

JOINT STANDING COMMITTEE

SECTION 9. Within thirty (30) days of signing of this agreement a standing committee of two representatives appointed by the Union, and a like committee of two representatives appointed by the Employer, shall be maintained; and in the case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place.

GRIEVANCE PROCEDURE

SECTION 10 (a) As the first step in the grievance procedure set out herein, any dispute which may arise as to the rights of the parties to this agreement or any dispute as to the construction or

interpretation to be placed upon any section of this agreement, or alleged violation thereof except as otherwise provided in subsection (g), shall be referred to the Employer and Chapel Chairman, who shall attempt to resolve the problem. Their decision shall be reported immediately to the Employer and the Chapel Chairman. Should the company representative and the Chapel Chairman be unable to reach a decision within forty-eight (48) hours (this time may be extended up to one week by mutual consent) this matter shall forthwith be referred to the Joint Standing Committee.

(b) The Joint Standing Committee shall meet within five (5) days when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. If decision is reached on that issue by the committee it shall be binding on both parties for the duration of this agreement.

(c) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days (this time may be extended by mutual consent) from the date on which the dispute is first considered by it, the committee shall refer the matter to a Board of Arbitration, the representatives of each party to this agreement to select an arbitrator, and the two to agree to a third, who shall be the chairman of the Board.

(d) If said two members fail to select a third member within ten (10) days from the date on which either party requested the formation of an Arbitration Board, said third member shall be selected by the Minister of Labour of the Province of British Columbia. The Board of Arbitration thus formed shall proceed with all dispatch possible to settle the dispute.

It shall require the affirmative votes of two of the members of the Board to decide the issue and the decision shall be final and binding upon both parties to this Agreement for the duration of this Agreement.

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

(f) It is further agreed that conditions prevailing prior to any action or circumstances which causes a dispute shall remain unchanged until the dispute shall have been settled as provided herein.

(g) In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Board of Arbitration, which shall determine the amount of compensation for time lost, and such compensation shall be paid immediately.

(h) Subsection (1) of Section 96 of the Labour Code of British Columbia Act shall be inoperative and shall not be applicable to this Agreement.

STRUCK WORK

SECTION 11. Communications, Energy and Paperworkers Union of Canada, Local 2000 reserves to its members the right to refuse to execute any work coming from or destined for Employers or publications which have been declared by the Union to be unfair, and to refuse to work in any office where any department under the jurisdiction of the Union is declared unfair by Communications, Energy and Paperworkers Union of Canada, Local 2000. The Union further reserves the right to its members to refuse to cross a legal picket line.

JURY DUTY

SECTION 12. When an employee is called for service as a juror or is subpoenaed as a Crown witness he or she shall be paid the difference between the wages he or she receives and the amount of straight time earnings lost by him or her by reason of such service. To qualify an employee must produce proof that his or her absence was due to serving as a juror or a Crown witness and he must make

himself available for work whenever excused from jury duty or as a Crown witness for one-half (1/2) day or more.

COMPENSABLE ACCIDENT

SECTION 13. In the case of a compensable accident, the Employer will pay the difference (for twelve months) between the injured employee's wages and the Workers' Compensation Board rates, without prejudice.

BEREAVEMENT LEAVE AND PAY

SECTION 14. In event of death in a member's immediate family: parents, sister or brother, spouse or children, mother- or father-in-law, grandparents, grandchildren, step-mother, step-father, step-brother or step-sister, step-children, step-grandparents or step-grandchildren the member shall be entitled to be absent from work for a period of up to, but not more than five (5) days. For the purpose of this section spouse includes common-law spouse or same sex spouse. During such absence the member shall be compensated for his or her straight time hourly rate for such regular working time lost. One extra day of bereavement leave shall be allowed for the purpose of attending a funeral, as outlined above, outside the province of B.C.

SEVERANCE PAY

SECTION 15. The Employer agrees to provide severance pay, unless discharged for cause, of not less than one week's pay for each six month's priority in the office up to a maximum of twenty-six (26) weeks' pay to members who are discharged to reduce the force, or by reason of consolidation or suspension of the company's operation. The minimum payment under this section shall be \$2,000. In the event of a reduction in the work force, for any reason other than technological change, the Union shall receive at least thirty (30) days' notice of such reduction and the parties agree to discuss and resolve the effects of such reduction of the work force.

HEALTH AND WELFARE AND SICK PAY

SECTION 16. (a) The Employer agrees to continue as a participating employer of the Printing Industry Welfare Plan.

The Employer agrees to provide additional coverage to the present Printing Industry Health and Welfare Plan to provide a total of \$30,000 life insurance and weekly wage indemnity benefits of 60% of the weekly wage rate to a maximum of Unemployment Insurance insurable levels per week. The Employer agrees to participate in the Long Term Disability Plan.

(b) All regular members of the Union shall be covered under the Printing Industry Welfare Plan. The Employer shall contribute 100% of the monthly cost for each employee covered under the Plan.

(c) Permanent part-time employees covered by this Agreement and not eligible to be covered under the Printing Industry Health and Welfare Plan shall receive in lieu thereof an amount equal to the Employer's contribution for an employee eligible for the top level of benefits under the Plan. Part-time employees shall receive from the effective date of this Agreement an additional 6% of wages.

(d) The Employer agrees to pay 100% of the cost of premiums to cover all members of the Union working under this collective agreement for a Vision Care Program (\$290 maximum benefit each two years) plus eye exams, (no maximum). Also to be used towards laser surgery.

(e) The Employer shall pay the first three (3) days' absence due to illness at the employee's regular rate of pay for any illness or prior to the employee qualifying for benefits under the Printing Industry Welfare Plan.

(f) An authorized sick committee shall be responsible to management and employees for validity of sick claims.

(g) All overtime work required while a member is drawing sick pay from the Employer, shall be paid for at the rate of time and one-half. Otherwise regular overtime rates shall apply.

(h) All members of the Union shall be covered under the Printing Industry Dental Plan. The company shall contribute 100 per cent of the monthly cost for each employee covered under the Plan.

(i) The Extended Health Benefit for out of Province coverage maximum is \$1,000,000.00.

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

TECHNOLOGICAL CHANGE

SECTION 17. Definition: Any change in technology, method or procedure of operation 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. Prior to so introducing, the Employer shall advise the Union. The Employer 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 its representatives the time, procedure and training necessary for the introduction of the contemplated change. The Employer agrees to provide the facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any process or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this Agreement. This does not preclude members from voluntarily training on their own time.

(a) Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided that in no event shall a member who has not been afforded the opportunity to retrain be laid off out of priority order or lose his preference claim during the life of this Agreement.

(b) The Employer shall, in consultation with the Union at the expiration of the training period evaluate the competence of each trainee having regard to the employee's efficiency, skill and ability to do the work required.

(c) The Employer guarantees to the Union that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change. It is agreed the number of regular full time and regular part-time employees are: Nelson nine (9) full-time, three (3) part-time.

LEAVES OF ABSENCE

SECTION 18. (a) Upon request the Employer may grant employees leaves of absence for good and sufficient cause, without pay. If an employee is elected or appointed to any office of the Union or any organization with which the Union is affiliated to serve the interests of organized labour, upon the member's request, may be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave.

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

TEMPORARY AND PART-TIME EMPLOYEES

SECTION 19. (a) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed

three months, except by mutual agreement. The Union shall be notified in writing as to the nature of the employment of any temporary employee and the duration of such employment. A part-time employee is one who is hired to work regularly less than 75 per cent of the work week provided in this Agreement.

(b) Part-time and temporary employees shall not be employed where, in effect, such employment would eliminate or displace a regular or full-time employee.

(c) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience, shall advance on the schedule of minimum salaries according to length of employment and not the actual hours worked; shall receive pro rata vacation pay, pro rata sick leave, pro rata statutory holiday pay, pro rata night shift differential, expenses and equipment, in accordance with the terms of this Agreement. If a statutory holiday falls on a day that a part-time employee would not normally have been working, the employee will be paid on a pro-rated basis for the statutory holiday (i.e. if the employee normally works two (2) days per week and a statutory holiday falls on one of his off days, he will receive forty (40%) per cent of a day's pay for the statutory holiday in addition to his pay for days worked).

(d) In the event of a part-time or temporary employee becoming a full-time employee, he or she shall be credited at least with actual time previously served. Part-time employees shall be on probation for 90 calendar days before moving to the next level on the grid.

CEP MULT-EMPLOYER PENSION PLAN

SECTION 20. (a) The Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), effective Dec. 11, 2008, \$8.05 per shift, effective May 1, 2009, \$8.30 per shift, effective May 1, 2010, \$8.55 per shift, effective May 1, 2011, \$8.80 per shift for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation, and which shall be considered earnings (e.g., sick leave, vacations, stat holidays, disability insurance, WCB, bereavement leave, jury duty). Contributions shall commence from date of employment. The Plan is administered jointly by Union and Employer Trustees.

(b) Contributions shall be made by cheque, money order or similarly recognized medium of exchange, shall be made payable to the CEP Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of, Senior Pension Administrator, Aon Consulting Inc., 145 Wellington St. West, Suite 500, Toronto, Ontario M5J 1H8, no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such administrator.

(c) Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

(d) The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Shop Steward a copy of the remittance information provided to the administrator within five (5) days of remittance of any such contributions.

(e) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CEP Multi-Employer Pension Plan pursuant to this section shall be in addition to all other benefits heretofore provided by the Employer and/or by any Plan or Trusts to which the Employer has made contributions.

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

UNION REPRESENTATIVE

SECTION 21. No union member or representative shall be subject to any disciplinary action by the publisher and/or his representatives for any act in the performance of their duties as Union members or Union representatives.

CHAPEL MEETINGS

SECTION 22. It is agreed all chapel meetings shall be held outside of working hours except by mutual agreement.

PATERNITY AND ADOPTION LEAVE

SECTION 23. (a) Two days paternity leave with pay shall be granted upon the birth of a child or upon the legal adoption of a child.

(b) Up to four (4) days' paternity leave or adoption leave without pay shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child.

VDT RADIATION TESTING

SECTION 24. (a) 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, exceeds 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.

(b) 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 a change of work of at least 30 minutes after two hours of continuous work on a VDT, CRT or similar equipment. No such change of work shall lengthen the employee's work day. No employee shall be required to operate such equipment continuously for longer than two hours.

(c) The Company and the Union shall set up a joint committee to make recommendations to the Company and Union regarding VDT testing, shielding, ergonomics, lighting, rest breaks and other related issues such as there being sufficient space to carry on one's duties. Copies of the recommendations to be made available to the Workers Compensation Board.

SEXUAL HARASSMENT

SECTION 25: The Union and the Company recognize the right of employees to work in an environment free from sexual harassment. (See attached Appendix A).

MATERNITY LEAVE

SECTION 26. (a) 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). 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. Provided however, this shall not supersede the Employer's rights to reduce staff for economic reasons or to discharge for proper cause. 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 termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' prior notice prior to returning. Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of service pay, vacations and other benefits under this Agreement.

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

(c) The Company shall pay 100% of the cost of all Health & Welfare premiums, under the terms of the collective agreement, for all employees on maternity leave.

(d) Two days maternity leave with pay shall be granted upon the birth of a child or upon the legal adoption of a child.

PERSONNEL AND MEDICAL FILE

SECTION 27. Subject to prior notice an employee may, in the company of the publisher, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips which the employee submitted with such forms. At no time shall an employee remove from his/her personnel file any document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The company shall furnish to the employee a copy of any recommendation relating to the employee's job performance. No record shall be referred to or used against an employee after 36 months has elapsed.

MONTHLY REPORT

SECTION 28. The Employer shall furnish the Union a monthly list showing:

- (a) Name, hiring date, contract classification, starting salary;
- (b) Changes in classification, any salary changes by reason thereof, and effective date;
- (c) Termination, retirements, job vacancies and deaths.

DUES CHECK-OFF

SECTION 29. The Employer agrees to deduct each and every month from the salary due the employee the amount as required by the Union with respect to monthly dues and agrees to remit such dues to the Union's Secretary-Treasurer no later than the 10th of each month following.

**ASSIGNMENT AND
AUTHORIZATION TO CHECK OFF
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000
UNION DUES**

To: My Employer

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

.....
Date Employee's Signature

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

NELSON DAILY NEWS

.....
For the Employer

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

.....
For the Union

LETTER OF AGREEMENT No. 1

Re: Attrition

between

NELSON DAILY NEWS

and

COMMUNICATIONS, ENERGY and PAPERWORKERS

UNION OF CANADA, LOCAL 2000

(NON-MECHANICAL)

.....
For the Union

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 nine (9) full-time, three (3) part-time.

2. This Letter of Agreement does not affect the following:
(a) The Employer's 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 recognised 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 of this Collective Agreement. For layoff purposes only, under this provision, it will be 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 pay 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.

Dated this ____ day of _____, 2009

.....
For the Employer

**LETTER OF AGREEMENT No. 2
Re: SALES COMMISSIONS**

between
NELSON DAILY NEWS
and

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000
(NON-MECHANICAL)**

Effective upon ratification of this agreement it is agreed that any deductions of commissions for bad debts will be reimbursed to the salesperson as follows:

1. After 90 days but before account is turned over to collections if the salesperson collects the account.

2. If collection agency collects account salesperson will receive back the same net percentage (gross collection less agency commission) of their commission as company.

Dated this ____ day of _____, 2009

.....
For the Employer

.....
For the Union

**LETTER OF AGREEMENT No. 3
Re: TELEMARETERS**

between
NELSON DAILY NEWS
and

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000
(NON-MECHANICAL)**

The Company and the Union agree to resolve the status of telemarketers through either:

- (a) Arbitration
- (b) Labour Board ruling on certification
- or
- (c) Through a mutually satisfactory resolution.
- (d) If it is determined through arbitration or an LRB ruling that

Telemarketers are performing bargaining unit work, the Company and the Union agree to negotiate appropriate pay levels.

Dated this ____ day of _____, 2009

.....
For the Employer

.....
For the Union

LETTER OF AGREEMENT No. 4 Re: PAY STUBS

between
NELSON DAILY NEWS
and

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000
(NON-MECHANICAL)**

Pay stubs provided to employees shall contain all information required by the Employment Standards Act, including hours worked and hourly rate, overtime worked and overtime rate.

Dated this ____ day of _____, 2009

.....
For the Employer

.....
For the Union

LETTER OF AGREEMENT No. 5 - Re: GENERAL LAWS

between
NELSON DAILY NEWS
and

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

The following changes in the General Laws will apply to this Collective Agreement.

Article II, Section 3 – Add the words “or suspend” so the first sentence in this section reads: “The foreman may discharge or suspend (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted Communications, Energy and Paperworkers Union of Canada, Local 2000 laws.”

Article II, Section 9 - The first sentence: “A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.” does not apply to this collective agreement.

Article II, Section 14 – Add a second sentence to read: “Any new employee may be required, at the discretion of the employer, to submit to a physical examination as a condition of employment.

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

Dated this ____ day of _____, 2009

.....
For the Employer

.....
For the Union

APPENDIX A Personal Harassment

I. Policy Statement

The Nelson Daily News 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, provide appropriate education and training for supervisors and managers, establish a mechanism for dealing with complaints.

The policy will be embodied in all union agreements and employee handbooks.

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 other written reports or findings after Step 8.

II. Definition

Personal harassment is any behavior by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favouritism of one employee to the disadvantage of another.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

The Company hereby agrees that the above-mentioned behavior will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

III. Prevention

- a) This policy will be made available to all employees either in their union contract or employee handbook. In addition, it will be posted on all appropriate bulletin boards.
- b) Employees and supervisors will receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and in understanding the complaint procedures.

IV. Complaint Procedures

COMPLAINT OFFICER(S):

The Company shall identify Complaint Officer(s) for the purpose of this policy. The list of Complaint Officer(s) (see Schedule A attached) will be updated and published regularly, in consultation with the union. The list will include female contacts.

Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the complainant's

wish for confidentiality, conduct as quick and thorough an investigation as possible.

COMPLAINT AND INVESTIGATION PROCEDURE:

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality. The recommended procedure for an employee who feels they are being harassed is as follows:

1. Tell the harasser clearly that the offending behaviour is NOT welcome. Remind the harasser that the behaviour is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of behaviour.
Often this is the simplest and most effective way to put an end to harassing and the Company encourages employees to take this action. However, victims of harassment are not obliged to confront the harasser and, if the harassee is unwilling or unable to do so, or if the misconduct continues after confrontation, the victim of harassment should report the offensive behaviour as outlined below.
2. A victim of harassment may meet with any of the Complaint Officer(s) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including 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 (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. This persons listed here have agreed to serve in the capacity of resolving disputes arising from the personal harassment policy. Their appointment is hereby confirmed by the parties to this agreement.

The decision of the DRO will be binding. Once finalized, the DRO will forward the decision to the complainant and the (alleged) harasser in writing. The decision will be implemented immediately. (Possible responses—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:
Peter Kvarnstrom
Sandra Baron

UNION:
Susan Crowley, Dave Smith
(Prince Rupert)
Jean Poole, Trail
Jim French, Cranbrook
Tina Coletti, Nelson

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. Ken Martin | 4. Marlene Hill (WCB RB) |
| 2. Harold Dieno | 5. Anna Belle Donovan |
| 3. Grant McArthur (LRB) | 6. Lesle Swan (WCB RB) |

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.

General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000 Effective April 1, 1994

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

ARTICLE I

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

Sec. 3. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted Communications, Energy and Paperworkers Union of Canada, Local 2000 laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the National as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

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

Sec. 5. In offices where departments are recognized a decrease in the force shall be

accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which a decrease is necessary.

Sec. 6. A journeyman discharged to reduce the force shall be re-employed, either as a regular or extra, upon work such journeyman is competent to perform in the order of priority standing.

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

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

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

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

Sec. 11. A foreman shall not be permitted to select the force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

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

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

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

ARTICLE III

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

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

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

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

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

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

ARTICLE IV

Section 1. Local unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a

local union of the Communications, Energy and Paperworkers Union of Canada, Local 2000, and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employees may refuse to handle the work classified as struck work.

ARTICLE V

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

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

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

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

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

Sec. 6. Any journeyman engaged to serve the

Communications, Energy and Paperworkers Union of Canada, Local 2000, a local union, or to perform work in the interest of the organized labour movement, shall employ while absent the first available competent priority substitute. Journeymen performing aforesaid work, or any journeyman incapacitated by illness, shall not suffer loss of situation or priority standing while so employed or so incapacitated, in the event a substitute is not available. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder whose priority is protected under the provisions of this section or other sections of Union laws or contracts. Local unions shall adopt laws specifying the time, which shall be not less than thirty nor more than ninety calendar days, after which such new situation shall be filled. Should a substitute with greater priority become available, such substitute shall be placed on said situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

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

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

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

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

ARTICLE VI

Section 1. Five shifts shall constitute a situation and no employee performing any work within the jurisdiction of the union shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a shorter work week of no more than eight hours per shift. All time worked in excess of

the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman or apprentice may work an additional shift in excess of the contractual work week at less than the overtime rate.

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

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

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

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

ARTICLE VII

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

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