

Collective Agreement

at the

PRINCE RUPERT DAILY NEWS

between

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

and

PRINCE RUPERT DAILY NEWS

Effective May 1, 2008 to April 30, 2012

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**PRINCE RUPERT DAILY NEWS
and
COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000
2006 - 2008
COLLECTIVE AGREEMENT**

PART "A"

Part A applies to all employees except as limited by Part B for Editorial, Circulation, Front Office Distribution Departments or as specifically limited to Composing and Press Rooms in Part A below.

THIS AGREEMENT made and entered into this 1st day of May, 2008, by and between 0747628 B.C. Ltd. dba Prince Rupert Daily News, through its authorized representatives (hereinafter sometimes referred to as the "Employer"), and Communications, Energy and Paperworkers Union of Canada, Local 2000, by its officers or a committee duly authorized to act on its behalf (hereinafter sometimes referred to as the "Union"), shall be effective May 1, 2008 and ending April 30, 2012.

All employees covered by this Agreement are mutually recognized as being employed on hourly rates. Any reference hereinafter made to rates of pay in any other form than hourly rates is for the mutual convenience of the parties to this Agreement.

SECTION 1 — TERM OF AGREEMENT

This Agreement shall remain in force and effect for a term of twenty-four (24) months beginning May 1, 2006 and ending April 30, 2008. 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 2 — JURISDICTION

(a) The Employer agrees to employ only members of the Union to perform all work within the jurisdiction of the Union including that of the foreman.

(b) The jurisdiction of the Union begins with the preparation of copy and continues until the presswork and mailroom work is completed. This agreement covers all employees of the Employer excluding only the Publisher, Editor and Sales Manager.

(c) Further, that the Employer may assign a Sales Manager as long as there is a minimum of two full time sales persons on the Employer's Staff. Upon installation of computers, video display terminals and related ancillary equipment, the Employer agrees that:

1. Editorial employees of the Employer shall have the right and the jurisdiction to enter into the computer, through the use of the video display terminals and related ancillary equipment, news reports, feature articles and other material authored by them.

2. The Union shall have the right and the jurisdiction to enter into the computer, through the use of the video display terminals and related ancillary equipment by direct entry, all news stories, press releases, information bulletins, and other material not authored by editorial employees of the Employer.

3. The Union shall have the right and the jurisdiction to enter into the computer, through the use of video display terminals and related ancillary equipment, all classified advertising including single column private non-display, non semi-display classified advertising. All other hard copy shall be keyboarded by members of the Union in the Composing Room.

4. All original input for all retail advertising, semi-display, classified advertising, except as provided for in Section 2 (c) 3;

setting of copy, make-up and proofreading on video display terminals, as well as the handling of all output (make-up) shall be done by members of the Union.

5. All mailroom work including, but not limited to, inserting, collating, counting, bundling, and strapping of newspapers, features, flyers, supplements and wraps shall be the work of mailroom employees, including the supervisor.

6. All clerical procedures and functions shall be the jurisdiction of the Union.

7. Employees shall perform work in the jurisdiction for which they are hired at all times. Exceptions, from time to time, shall be mutually agreed by the Union and the Employer in a letter of understanding and attached to this collective agreement.

SECTION 3 — TECHNOLOGICAL CHANGE

(a) Technological change shall be defined as any change in technology, method or procedure.

(b) The Employer has the right to introduce technological change and the Employer agrees that prior to introducing any technological change during the period of the Collective Agreement, it will advise the Communications, Energy and Paperworkers Union of Canada, Local 2000. The Employer will give the Union two (2) month's notice of any contemplated change and will meet the Union no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any problem that may arise as a result of said technological change, it is agreed that the date of introduction will be delayed a further one (1) month.

(c) During this delay period, the Union and the Employer shall attempt to obtain a resolution to the problem. Should the parties be successful in the resolution of the problem, the remainder of the three-month delay period shall be waived and proposed change shall proceed. Should the parties be unable to resolve the problem within the three-month delay period, it shall, immediately upon the expiration of the three-month delay period be submitted to a mutually agreeable mediator who shall conduct such inquiry as is deemed necessary and shall attempt to mediate a resolution to the problem.

(d) Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the three-month delay, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator. This shall be the supreme and only method for the resolution of the problem and the contractual grievance procedure may only be invoked in the event either party to this Agreement fails to follow the procedure outlined above. Time limits in this section may be altered by mutual consent of the parties.

(e) The Employer guarantees to the Communications, Energy and Paperworkers Union of Canada, Local 2000, that no present regular full time or regular part-time employees will lose employment due to the introduction of technological change.

(f) It is agreed that the number of employees as of May 1, 2006, was: fourteen (14) full-time and five (5) part-time. To be updated through letter of agreement.

(g) Notwithstanding the above guarantee, if the number of printed pages in a four-week period in the current year declines in comparison to a like period in the previous year, the Employer may reduce the work force on a relative basis. Chapel members may elect to share the reduced hours on an equitable basis. Members shall revert to the number of hours/members as provided for in the Collective Agreement when the volume of work (number of printed pages) returns to its normal level.

SECTION 4 – COMPUTERS

It is agreed that when a computer is used to perform work within the jurisdiction (as elsewhere herein stated) of the Union only members of the Union shall perform such work. It is further agreed that the Union's jurisdiction includes the preparation of input and all handling of output, operation of the computers and all input and output devices; programming and maintenance of all the foregoing equipment and devices.

SECTION 5 – TRAINING

In order that the Union can provide sufficient competent members to meet the intent of this Agreement, the Employer agrees to provide adequate training to enable members of the Union (without loss of regular weekly earnings) to become competent in programming, maintenance and other necessary work processes.

SECTION 6 – ESTABLISHMENT OF JOINT STANDING COMMITTEE

Immediately after this Agreement becomes effective, the Employer and the Union shall each appoint two members to comprise a Joint Standing Committee. In case of vacancy on this committee from any cause, the party not full represented shall immediately appoint a new member to fill such vacancy.

SECTION 7 – GRIEVANCE PROCEDURE

(a) As the first step in the grievance procedure set out herein, any dispute which 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, shall be referred to the Employer and Chapel Chair, who shall attempt to resolve the problem. Their decision shall be reported immediately to the Employer and the Union for ratification. Should the Company representative and the Chapel Chair be unable to reach a decision within forty-eight (48) hours of the grievance being filed (this time may be extended by mutual agreement) this matter shall forthwith be referred to the Joint Standing Committee.

(b) To this Joint Standing Committee of four (4) members shall be referred for settlement all disputes arising out of any portion of this contract. The committee shall be notified in writing by the executive officers of either party to this Agreement of a dispute and the committee shall meet within five (5) days of such notice.

(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 agreement) from the date on which the dispute is first considered by it, the members of the committee shall, at the request of either party hereto, form a board of arbitration and shall select a fifth member who shall act as Chairman of the Board. If said four members fail to select a fifth member within twenty (20) days from the date on which either party requested the formation of an arbitration board, said fifth member, (who shall be a resident of Prince Rupert) shall be selected by the Minister of Labour of the Province of British Columbia. The Board of Arbitration then formed shall proceed with all dispatch possible to settle the dispute.

It shall require the affirmative votes of at least three of the five members of the Board of Arbitration to decide the issues.

(d) If a discharged member be reinstated by the Joint Standing Committee, it shall have jurisdiction to determine if there shall be pay for lost time, and if so, the amount thereof. Provided, in no case shall reimbursement be in sum greater than the working time actually lost computed at straight time rates therefore as provided in the contract.

(e) In connection with any differences or disputes which may arise between the parties of this Agreement during the life of this contract the Union agrees to abide by all provisions of this

section and will not request or accept release from its commitments to arbitrate any dispute which may be properly settled by the Joint Standing Committee; provided further that Local Union Laws not affecting wages, hours and working conditions and the General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall not be subject to arbitration.

SECTION 8 – OBLIGATION TO SUPPLY

It is agreed by the Union that for and in consideration of the covenants entered into and agreed to by the Employer, the Union shall, at all times during the life of this Agreement, endeavor to furnish members capable of performing all work within the jurisdiction of the Union; and it is further agreed by the Union to be its obligation to furnish sufficient competent journey persons to meet the normal requirements of the Employer and thereby make it unnecessary for regular members to work in excess of five days or five nights in any regular scheduled work week.

SECTION 9 – GENERAL LAWS OF CEP TO GOVERN

The Employer agrees to respect and observe the current laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

SECTION 10 – PROPOSALS FOR NEW AGREEMENT

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

SECTION 11 – WAGES

(a) Payment of wages shall be made every two (2) weeks on Friday before noon.

(b) Rates of wages per hour shall be:

Day shift			
May 1/08	May 1/09	May 1/10	May 1/11
\$27.06	\$27.74	\$28.43	\$29.28

(c) A fifteen (15) per cent differential will be paid for the night shift.

(d) Should a lobster shift be created, a 10 per cent differential between night shift and lobster shift will be enforced.

(e) Foremen, supervisors and editors shall receive not less than \$5.00 per shift in addition to the scale of the Union.

SECTION 12 – HOURS OF WORK

(a) All time worked before or in excess of the regular hours established for the day's work or night's work or at the end of a week's work must be paid for at the overtime rate, which shall be not less than double time based on the hourly wage paid.

(b) No employees covered by this Agreement shall be required or permitted to hold a situation more than five (5) shifts in one (1) financial week. When an employee is required to work on a regular off day or off night, or the sixth or seventh shift in any financial week, the employee shall be paid the overtime rate for such work.

(c) Any journey person put on by the situation-holder must be competent to perform the work of the member whose place he takes and be eligible to work at straight-time rates. The Union agrees that it will not permit members who are not eligible to work at straight-time rate to claim work except on prior approval of the Company.

(d) For the term of this contract, shifts starting at or after 6:30 a.m. and no later than 3 p.m., shall be day shifts; shifts

starting at 3 p.m. and no later than 6 p.m. shall be night shifts; all other shifts shall be lobster shifts. Seven and one-half (7 1/2) hours continuous work (excepting not less than thirty [30] minutes for lunch) shall constitute a shift Monday through Friday. No member shall be employed for less than a full shift, except when discharged for cause or excused at his own request.

(e) All work performed in the daytime shall be paid for at the day rate. All work performed at night shall be paid for at the night rate. When a shift is worked starts after 6 p.m., the lobster scale shall be paid.

SECTION 13 — PRIORITY PREFERENCE CLAIM

In the Composing Room and Press Room priority members shall have choice of new shifts and new starting times, provided that the changes shall be made only when a new opening occurs, and also provided no changes shall be made which in the opinion of the supervisor decreases the efficiency of the office.

In all other departments, where possible, members shall have two consecutive days off. In the event of shift or days of changes, 24 hours prior notice shall be given. Seniority shall apply in choice of days off, hours of work and vacations.

SECTION 14 — OVERTIME

Overtime shall be paid for at double time rate.

SECTION 15 — SEVERANCE PAY

In the event of consolidation or suspension, all employees affected shall receive two weeks' severance pay for each year of service to a maximum of 24 weeks' pay.

SECTION 16 — MACHINIST-OPERATORS

(a) Machinist-operators, combination and swing persons when on duty as such, shall receive a minimum of one dollar (\$1.00) more than the prices provided for in Section 11 for each shift or part of shift employed as machinist-operator.

(b) For the purpose of this section, the term "machinistoperator" shall mean a member who is capable of keeping machines in good running order, and who shall be responsible for the output of the machines in his/her charge, so far as the condition of the machine is concerned. In offices in which there is no regular machinist employed, there shall be at least one machinist-operator.

SECTION 17 — EXTRAORDINARY CONDITIONS

Under extraordinary conditions, such as breakdown or unusual occurrence, which affects the entire composing room due to circumstances over which the office has no control, persons may be required to get out the regular editions at single price, if work is not completed within the regular hours.

SECTION 18 — STATUTORY HOLIDAYS

(a) Thanksgiving Day, Armistice Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Empire Day, Dominion Day (July 1), B.C. Day and Labour Day shall be considered holidays. If no work is performed, situation holders and apprentices shall be allowed the aforementioned days without loss of pay. Such days shall be paid for at triple rates if worked. Provided that no situation holder or apprentice shall be permitted to work when a statutory holiday falls on one's regular day off. A holiday shall consist of a clear twenty-four (24) hours from regular quitting time. Any additional days proclaimed by the Federal or Provincial governments, and any other holidays recognized by the Company by not publishing, shall be treated in the same manner as the above-mentioned holidays.

(b) If a stat holiday falls on an employee's regular day off or when an employee is on vacation the stat holiday will be taken on the next working day.

(c) When an employee's slide day falls on a recognized holiday, or such holiday occurs during his or her vacation, the person shall be allowed an additional day off within three calendar weeks after the holiday or equivalent in pay in lieu thereof.

(d) Any substitute, after completing twenty (20) shifts, is entitled to the next following statutory holiday with pay.

SECTION 19 — VACATION

(a) Regular employees shall be given two week's vacation pay after one year; three week's vacation with pay after two years and one additional day with pay for each year of service until a maximum of twenty-six (26) days vacation with pay is reached.

(b) Two extra days are to be added to holidays for travelling time. These two days can be taken at the beginning or end of regular holidays at the desirability of the employee.

(c) If an employee leaves the service of his or her own accord, or is dismissed for cause at a time an unused period of vacation stands to his or her credit, the employee will be paid the amount due him or her in lieu of vacation calculated to the end of the last completed twelve (12) months of service.

(d) If an employee not having been dismissed for cause, leaves the service for reasons beyond his or her control, at a time when an unused period of vacation with pay stands to the employee's credit, he or she will be paid the amount due to the employee in lieu of vacation, calculated at the accredited percentage of holiday pay.

(e) Computation of vacation credits shall be calculated from date of employment. One hundred and fifty shifts (150) shifts shall constitute one year's vacation credits and members who work less than 150 shifts shall receive one day's vacation for each 15 shifts worked. Days lost due to illness and accident shall be considered working shifts. Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.

(f) It is further agreed that two additional holidays (floating) will be granted to each employee covered by this contract and that this holiday is up to the employee's discretion.

SECTION 20 — CALL BACK

(a) Employees called back after one hour shall receive ten dollars (\$10.00) for such call-back in addition to the prescribed rate of pay. Employees so called back shall be duty bound to comply with the call if it is in their power to do so.

(b) Employees who have worked the previous shift and are called back within one hour of quitting time shall be paid for the interval at the prescribed rate of pay.

SECTION 21 — HEALTH AND WELFARE

(a) In addition to the basic MSP coverage, 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) 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.

(d) 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. Coverage of 80 per cent of (a); 50 per cent of (b); and 50 per cent of (c) for each employee covered by this Agreement.

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

(f) 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.

SECTION 22 — SICK LEAVE

(a) The Employer agrees that each person covered by this Collective Agreement is entitled ten (10) days sick leave per year without loss of pay.

(b) In case of sickness whereby an employee is unable to fill his/her shift, the Company agrees to pay full wages for the first 16 weeks of the disability. Any remuneration received from the insurance company (The Maritime Life Assurance Company) is to be turned over to the Company. After 16 weeks, the employee receives only the benefits from the insurance company. Any long term disability must be accompanied by a medical report.

(c) Unused sick days in a calendar year (i.e. the ten-day entitlement less the number of days used) may be banked by the employee to a maximum of 20 days. These banked sick days may be used by the employee to supplement his or her weekly indemnity payments when his or her 16-week entitlement under (b) of this section is expired and the employee remains sick. In this event the Company will continue to pay full pay for the banked days available to the employee less remuneration received from the insurance company which is to be returned to the Company.

(d) Part-time workers shall have the same accrual of sick leave and shall be paid on a pro-rated basis on the average hours worked.

SECTION 23 — APPRENTICES

(a) The maximum number of apprentices that may be employed by the Company at any time is one (1) except with the prior approval of the Union in writing.

(b) Apprentices shall be entitled to work overtime on the same basis as tradespersons provided the supervisor has judged the apprentice competent to do the work to be performed. This is to ensure that all overtime is distributed on an equitable basis.

(c) At no time shall an apprentice have charge of a department.

(d) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employers shall be selected by the parties to this Agreement. All provision of this Agreement affecting apprentices shall be under the jurisdiction of this committee which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. Should the committee fail to agree on any question, the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decision shall be final and binding.

(e) Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by Union laws) before being admitted to journeyman membership in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice and the term of the apprenticeship may be shortened to the extent of such accelerated advancement.

(f) Within 60 days, the supervisor and the apprentice committee must recommend the probationary apprentice for membership in the Union or terminate his or her employment as a probationary apprentice. If they recommend him or her for apprenticeship membership, he or she must be admitted into the Union as an apprentice member. Apprentices shall be enrolled in and complete the Union Course of Lessons in Printing (if required) before being admitted as tradesperson members of the Union.

(g) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under tradespersons on all work within the jurisdiction of the Union. Machinist apprentices must be trained on all phases of maintenance and repair of composing room equipment under the direction of a tradesperson machinist. The Joint Apprenticeship committee shall have authority to vary training programs to meet the problems arising because of varying equipment and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-round training as may be suited to the capacity of the apprentice.

(h) Apprentices shall undergo periodic examination before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this contract. The Employer or the apprentice's representatives has the right to be present and take part in any and all examinations.

(i) Shop stewards of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this Agreement — where apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent tradespersons such fact must be set forth in the report.

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

(k) No apprentice shall leave one office and enter the services of another employer without the written consent of the Joint Apprenticeship Committee.

(l) Apprentices shall receive not less than the following rates of wages: during the 60-day probationary period, 50 per cent of scale, thereafter the balance of the first six months, 60 per cent of scale; starting with the seventh month and every six months thereafter, five (5) per cent increase.

	1st 6 Mos.	2nd 6 Mos.
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

SECTION 24 — SUPERVISORS

(a) The supervisor, circulation manager and supervisors shall not be disciplined by the Union for carrying out the instructions of the Employer, authorized in this contract and scale.

(b) The supervisor of the composing room shall select, supervise and control all the employees connected with the same, and all tradespersons and apprentices shall perform such work

as the supervisor may direct, subject to the provisions of this contract, and of Communications, Energy and Paperworkers Union of Canada, Local 2000.

(c) The question of competency shall be determined by the work done by the employee and the foreman shall be the judge of competency.

(d) Supervisors have the right to employ help and 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 conflict with the rights of employees under accepted Union laws; and (4) to decrease the force. The discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

(e) The supervisor shall have the privilege of calling the force or any part of it to work at different hours. When the usual hour for starting work is to be altered, twenty-four (24) hours' notice shall be given by the supervisor to the shop steward of the chapel. All the time covered by this Agreement belongs to the office, and employees shall perform any duties pertaining to work in the composing room assigned to them by the supervisor, subject to the provisions of this contract and of Communications, Energy and Paperworkers Union of Canada, Local 2000 law. No member shall be allowed to leave the office during working hours except with the permission of the supervisor.

SECTION 25 — STRUCK WORK

The Union reserves the right to refuse to execute all work received from or destined for struck offices, unfair employers or publications.

SECTION 26 — ACCESS TO PAYROLL

Shop stewards of chapels may have access payroll records for the purpose of making returns of the earnings of the members to the Secretary-Treasurer of the Union.

SECTION 27 — UNION REPRESENTATIVE

Union representatives of the employees shall not be subject to discipline or discharge for any act in the performance of their duties as representatives of the Union.

SECTION 28 — CEP MULTI-EMPLOYER PENSION PLAN

(a) The Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), effective May 1, 2008, \$9.85 per shift, effective May 1, 2009, \$10.10 per shift, effective May 1, 2010, \$10.35 per shift, effective May 1, 2011 \$10.60 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.

SECTION 29 — JURY DUTY

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 received 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 the absence was due to serving as a juror and the employee must make him or herself available for work whenever excused from Jury Duty for one-half (1/2) day or more.

SECTION 30 — SANITARY REGULATIONS

There shall be furnished at all times, a healthful, sufficiently ventilated, properly heated, and well lighted place for the performance of all work covered by this collective agreement. The Union reserves the right to secure the services of sanitation and ventilation experts, at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the municipal health officer for verification and whose ruling shall be final and carried out forthwith.

SECTION 31 — BEREAVEMENT LEAVE AND PAY

A regular employee will be granted three (3) days' leave of absence with pay between Monday and Friday inclusive for the purpose of making arrangements and attending the funeral within the city of Prince Rupert and that two (2) additional days with pay be granted when the funeral is held outside the city in the event of the death of a member of his or her immediate family, which shall be limited to husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchild, step-mother, step-father, step-brother or step-sister, step children, step-grandparents or step-grandchildren. The parties also agree that with respect to mothers-in-law and fathers-in-law as stated herein, only current mothers-in-law and fathers-in-law shall qualify. The parties further agree that an additional two days will be granted in the event of the death of a spouse or child. For the purpose of this section spouse includes common-law spouse or same sex spouse.

SECTION 32 — ACCIDENT PAY (Composing and Press only)

In the case of a compensable accident, the Employer will pay the difference between 100 per cent of the employee's wages and Workers' Compensation Board rates.

SECTION 33 — LEAVES OF ABSENCE

Each employee shall be entitled to ten days' leave of absence in the calendar year without pay. If the leave of absence is for an emergency then notification is not required. If the leave of absence is for an emergency then the publisher shall be notified as soon as possible.

SECTION 34 — VDT OPERATORS — RADIATION TESTING

The Employer agrees to have Video Display Terminals tested annually to ensure that radiation levels do not exceed those levels as determined by government agencies. The Employer agrees that every pregnant woman shall have the option of being transferred to work which does not require the use of a VDT during the period of her pregnancy at no loss of pay and with no other penalty.

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.

SECTION 35 — PRESSROOM MANNING

There shall be no less than two persons in the pressroom at all times when the press is operating, one of which shall be the pressroom supervisor. These two people shall be included in the guarantee of employment with respect to the introduction of technological change.

SECTION 36 — BOOT ALLOWANCE

(a) The Employer will provide Safety Approved Boots every two (2) years to members of the union who regularly work on the press or operate the forklift.

(b) The company will provide coveralls for pressmen and arrange for their cleaning.

SECTION 37 — MATERNITY LEAVE

(a) Maternity leave, to a maximum of 18 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 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 fifty-two (52) 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.

SECTION 38 — PATERNITY LEAVE

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

38.02 Paternity leave will be granted upon request and in conformity with the time periods specified in the Provincial Employment Standards Act and Federal Employment Insurance Act.

SECTION 39 — DUES CHECK-OFF

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

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

To:

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

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

(Employee's Signature)

(Date)

SECTION 40 — PROBATION

The 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.

IN WITNESS WHEREOF, we have hereunto set out hands and seal this _____ day of _____, 2009

PRINCE RUPERT DAILY NEWS

For the Employer

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

For the Union

**LETTER OF AGREEMENT No. 1
Re: COFFEE BREAKS**

**between
PRINCE RUPERT DAILY NEWS and CEP LOCAL 2000**

IT IS HEREBY AGREED that employees covered by this agreement are entitled to one morning and one afternoon 10 minute coffee break taken within a 7 1/2 hour period. Part-time employees working a 4-hour shift will be entitled to one 10 minute coffee break midway in that shift.

Dated this ____ day of _____, 2009

.....
For the Employer

.....
For the Union

**LETTER OF AGREEMENT No. 2
Re: PAY STUBS**

**between
PRINCE RUPERT DAILY NEWS and CEP LOCAL 2000**

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. 3
Re: ATTRITION**

**between
PRINCE RUPERT DAILY NEWS and CEP LOCAL 2000**

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 14 and part time employees is 5.

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 proviso stated herein is to require the Employer to fill vacancies that have been created by attrition, that is; through the voluntary resignation, retirement, death or just cause dismissal of a bargaining unit employee.

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

5. The Employer agrees that an employee placed on layoff as contemplated in Section 2 (a) above will be entitled to the Severance Pay clause 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

.....
For the Union

**LETTER OF AGREEMENT No. 4
Re: GENERAL LAWS**

**between
PRINCE RUPERT DAILY NEWS and CEP 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 Prince Rupert 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.

PRINCE RUPERT DAILY NEWS
and
COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000
2002 - 2006
COLLECTIVE AGREEMENT
PART "B"

Part A applies to all Editorial, Circulation, Front Office and Distribution Departments except as specifically limited in Part A or in Part B, as outlined below.

TERM OF AGREEMENT

SECTION 1 —

Subject to Section 1 of this agreement the Employer shall require as a condition of employment of any new employee that he/she shall become and remain a member of the Union in good standing upon date of hire and that all present members of the Communications, Energy and Paperworkers Union of Canada, Local 2000, shall become and remain members of the Union in good standing.

PREAMBLE

All employees of the Prince Rupert Daily News are covered by the collective agreement except in those areas as set out in the following which shall apply to the Editorial, Circulation, Front Office and Distribution department employees.

SECTION 11 — WAGES

(a) Payment of wages shall be made every two (2) weeks on Friday before noon.

	May 1/08	May 1/09	May 1/10	May 1/11
Reporter				
1 st Year	15.68	16.07	16.48	16.97
2 nd Year	15.99	16.39	16.80	17.30
3 rd Year	16.31	16.72	17.13	17.65
4 th Year	16.65	17.06	17.49	18.01
5 th Year	16.97	17.40	17.83	18.37
Circulation/Clerk:				
1 st Year	10.38	10.64	10.91	11.24
2 nd Year	10.59	10.85	11.12	11.46
3 rd Year	11.28	11.56	11.85	12.20
4 th Year	11.58	11.87	12.17	12.53
Sales:				
1 st Year	11.07	11.35	11.63	11.98
2 nd Year	11.29	11.57	11.86	12.21
3 rd Year	11.50	11.79	12.08	12.45
4 th Year	11.73	12.02	12.32	12.69
5 th Year	11.95	12.25	12.56	12.93
Inserters:				
Hourly.....	8.99	9.21	9.44	9.73
Pay rates in the Inserter classification will always be at least 5% above minimum wage.				
Mailers				
Hourly.....	9.74	9.98	10.23	10.54

Outside display advertising sales reps, if they so choose, will receive a \$500 advance each month, to be paid at a time mutually agreed between the sales reps and the publisher, with the balance of

their commission to be paid in full on the second paycheque of each month.

Anyone above the pay grid at time of ratification shall receive the same percentage increases on their current rate as those in the same classification.

(b) In all departments except Composing and Press, any employee who is covering for an employee at a higher rate of pay shall receive the higher rate of pay at the entry level if it is higher than their current pay.

(c) When known costs for out-of-town travel exceed \$100.00, the employer shall advance the costs of ferry or flight and accommodation based on current rate estimates and the employee shall reconcile the advance with receipts upon return and reimburse the Company any outstanding owed.

(d) A fifteen (15) per cent differential will be paid for the night shift.

(e) Should a lobster shift be created, a ten (10) per cent differential between night shift and lobster shift will be enforced.

(f) Supervisors and editors shall receive not less than \$5.00 per shift in addition to their regular rate of pay.

(g) Advertising sales people receiving commissions will receive no decrease in their commission structure during the life of this collective agreement.

SECTION 12 — HOURS OF WORK

(a) All time worked before or in excess of the regular hours established for the day's work or night's work or at the end of a week's work must be paid for at the overtime rate, as per Section 14 herein.

(b) No employees covered by this Agreement shall be required or permitted to hold a situation more than five (5) shifts in one (1) financial week. When an employee is required to work on a regular off day or off night, or the sixth or seventh shift in any financial week, the employee shall be paid the overtime rate for such work.

(c) Members must be competent to perform the work of the member whose place he or she takes and be eligible to work at straight-time rates. The Union agrees that it will not permit members who are not eligible to work at straight-time rate to claim work except on prior approval of the supervisor.

(d) For the term of this contract, shifts starting at or after 6:30 a.m. and no later than 3 p.m., shall be day shifts; shifts starting at 3 p.m. and no later than 6 p.m. shall be night shifts; all other shifts shall be lobster shifts. Seven and one-half (7 1/2) hours continuous work (excepting not less than thirty [30] minutes for lunch) shall constitute a shift Monday through Friday, except as otherwise agreed between the parties. No full-time member shall be employed for less than a full shift, except when discharged for cause or excused at his own request.

(e) All work performed in the daytime shall be paid for at the day rate. All work performed at night shall be paid for at the night rate. When a shift is worked part day and part night, the lobster scale shall be paid.

(f) Notwithstanding subsections (a) to (e) above, all mailroom employees shall be paid a minimum number of four (4) hours from the start time of the call in. Mailroom employees may be given other duties to perform when all mailroom work is completed, and shall be paid at the established rate for performance of such duties.

(g) The employer must ensure that an employee working a split shift completes the shift within 12 hours of starting work.

Notwithstanding the above, if work is suspended for a reason completely beyond the Employer's control (or does not start), the employee must be paid the greater of two (2) hours pay or the actual time worked.

A school student who starts work on a school day must be paid for at least two (2) hours. No existing mailroom casual employees as of March 19, 1999 shall be displaced by students.

SECTION 14 — OVERTIME

Overtime shall be paid as follows:

- (a) Time and one-half the employee's regular wage for the time over seven and one-half hours, and
- (b) Double the employee's regular wage for any time over 11 hours.

SECTION 18 — STATUTORY HOLIDAYS

(a) Thanksgiving Day, Armistice Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Empire Day, Dominion Day (July 1), B.C. Day and Labour Day shall be considered holidays. If no work is performed, situation holders and apprentices shall be allowed the aforementioned days without loss of pay. Such days shall be paid for at double time and one-half rates if worked. Provided that no situation holder or apprentice shall be permitted to work when a statutory holiday falls on one's regular day off. A holiday shall consist of a clear twenty-four (24) hours from regular quitting time. Any additional days proclaimed by the Federal or Provincial governments, and any other holidays recognized by the Company by not publishing, shall be treated in the same manner as the above-mentioned holidays.

(b) If a stat holiday falls on an employee's regular day off or when an employee is on vacation the stat holiday will be taken on the next working day.

(c) When an employee's slide day falls on a recognized holiday, or such holiday occurs during his or her vacation, the person shall be allowed an additional day off within three calendar weeks after the holiday or equivalent in pay in lieu thereof.

(d) 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.

SECTION 19 — VACATION

(a) Regular employees shall be given two week's vacation with pay after one year; three week's vacation with pay after two years and one additional day with pay for each year of service until a maximum of twenty-six (26) days vacation with pay is reached.

(b) If an employee leaves the service of his or her own accord, or is dismissed for cause at a time an unused period of vacation stands to his or her credit, he or she will be paid the amount due to him or her in lieu of vacation calculated to the end of his last completed (12) months of service.

(c) If an employee not having been dismissed for cause, leaves the service for reasons beyond his or her control, at a time when an unused period of vacation with pay stands to his or her credit, he or she will be paid the amount due to him or her in lieu of vacation, calculated at the accredited percentage of holiday pay.

(d) Computation of vacation credits shall be calculated from date of employment. One hundred and fifty (150) shifts shall constitute one year's vacation credits and members who work less than 150 shifts shall receive one day's vacation for each 15 shifts worked. Days lost due to illness and accident shall be considered working shifts. Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.

(e) It is further agreed that one additional holiday (floating) will be granted to each employee covered by this contract and that this holiday is up to the employee's discretion.

SECTION 21 - HEALTH AND WELFARE

(Editorial, Mail Room, Circulation, and Front Office)

(a) Employees in the above named departments shall continue to be covered by the Company health and welfare plan.

(b) In the event the Employer changes the Benefit Plan or the Carrier of the Benefit Plan, the Company will immediately advise the Union of any changes. In no case shall the Benefits offered in any new plan be less than the benefits currently received by these employees.

(c) In the event of a new plan the Employer shall make available to the Union and its members, copies of the manual spelling out benefits in an expeditious manner.

(d) The Company and the Union agree that any new Plan benefits shall be listed and added to the collective agreement for the information of its members.

The current Sterling Health and Welfare package includes:

- Medical Services Plan after 90 days
- Life and Accidental Death or dismemberment — \$30,000.00
- Weekly Indemnity*—60% of weekly earnings to a maximum of \$448 per week.
- Long Term Disability*
- Health Care — 80% of the first \$1,000.00, 100% thereafter.
- Vision Care — Maximum \$290.00 per person in any two consecutive year period plus eye exams, (no maximum). Also to be used towards laser surgery.
- Dental Care — Basic 100%, Major Service 50%.

*Comprehensive Extended Health Plan, Weekly Indemnity and Long Term Disability available on a 50/50 basis after 6 months employment. 100% paid by Employer after 15 months employment.

(e) All part-time employees covered by this 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.

SECTION 33 — LEAVES OF ABSENCE

Each employee may be entitled to ten days' leave of absence in the calendar year without pay. If the leave of absence is for an emergency then notification is not required. If the leave of absence is for an emergency then the publisher shall be notified as soon as possible. Leaves of absence will not be unreasonably denied.

IN WITNESS WHEREOF, we have hereunto set out hands and seal this ____ day of _____, 2009

PRINCE RUPERT DAILY NEWS

.....
For the Employer

AND

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000

.....
For the Union

LETTER OF AGREEMENT No. 1
Re: ALLOWANCES AND BENEFITS
between
PRINCE RUPERT DAILY NEWS
and
COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

1. The Company will pay \$85 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.

2. Should any employee currently receive a benefit superior to those benefits listed in the collective agreement, the employee will continue to receive the superior benefits.

3. Salespeople/editorial staff shall receive a car allowance of \$170.00 per month plus mileage according to the grid below for all out-of-town trips

4. For each employee required to provide a vehicle for work, the company agrees to pay the difference between "to and from work" and "business" insurance up to a maximum of \$100 per year, provided the employee owns the vehicle or leases the vehicle in his/her own name and produces proof of purchase.

Minimum 30.5 cents per km	
Fuel Price Range	per KM
90-94.9	.305
95-99.9	.310
1.00-1.04.9	.315
1.05-1.099	.320
1.10-1.149	.325
1.15-1.199	.330
etc.	

Dated this ____ day of _____, 2009

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For the Employer

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For the Union

LETTER OF AGREEMENT No. 2
Re: STRINGERS, COLUMNISTS
between
PRINCE RUPERT DAILY NEWS
and
COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

Editorial or photographic material from stringers, columnists, special invited or contributed features and special publications may be received on disk, by modem or in typed copy.

Dated this ____ day of _____, 2009

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For the Employer

.....
For the Union

LETTER OF AGREEMENT No. 3
Re: BAD DEBTS
between
PRINCE RUPERT DAILY NEWS
and
COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF CANADA, LOCAL 2000

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

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For the Employer

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For the Union