

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 BY  
AND BETWEEN:

VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST MEDIAWORKS  
PUBLICATIONS INC,

(Party of the First Part)

and hereinafter referred to as the Company,

AND:

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 2000  
Platemaking Department

(Party of the Second Part)

and hereinafter referred to as the Union.

#### **ARTICLE 1 – TERM OF AGREEMENT**

- 1.01** From and after January 02, 2007 and for a full term of 48 months ending January 01, 2011, the Company agrees to employ in its Platemaking Department (formerly known as Stereotyping Department) members of the Communications, Energy and Paperworkers Union of Canada, Local 2000 Brian Brian Brian Brian SBB provided said Union furnishes enough competent men to enable it to issue its publication promptly and regularly. The Union agrees to furnish such men. If at any time, for any reason the Union fails to supply sufficient competent men, the Company may employ any members of the Communications, Energy and Paperworkers Union of Canada, Platemaking Branch, it can secure.
- 1.02** It is agreed by the Union that for and in consideration of the covenants entered into and agreed to by the Company, the Union shall at all times during the life of this Agreement use its utmost efforts to furnish men capable of performing the work required in the mechanical department of the Company covered by this contract.

#### **ARTICLE 2 – GRIEVANCE PROCEDURE**

- 2.01** Upon the signing date of this Agreement the Employer and the Union shall each appoint two members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this committee from any cause the party not fully represented shall immediately appoint a new member to fill such vacancy.
- 2.02** As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of this Agreement takes place, including any letters of agreement jointly signed and appended to this Agreement, representations shall first be made to the Foreman or Chapel Chairman within five (5) days from the time the dispute comes to the attention of the party affected.

- 2.03** Should the Foreman and the Chapel Chairman be unable to adjust the difference within forty-eight (48) hours either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstance, which results in a dispute, shall be immediately reinstated and maintained until a decision is reached.
- 2.04** The members of the Committee shall be notified in writing by the Executive Officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.
- 2.05** If a decision is reached on any issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this collective agreement.
- 2.06** If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration. The representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an arbiter, he shall be selected by the Minister of Labour of the Province of British Columbia.
- 2.07** The Arbiter shall conduct the hearing within ten (10) days, or as as soon as possible, from the date on which either party requested Arbitration, or as soon as possible thereafter.
- 2.08** Within ten (10) days of completion of the hearing, or as soon as possible thereafter, the Arbiter shall render his decision.
- 2.09** The Arbiter's decision shall be final and binding on both parties, however, in no event shall the Arbiter have the power to alter or amend this Agreement in any respect.
- 2.10** In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Arbiter, who shall determine the amount of compensation, if any, for time lost and such compensation shall be paid to him on his next regular pay-day.
- 2.11** Whenever a stipulated time is mentioned in this Article, said time may be extended by mutual consent of the parties or their representatives.

### **ARTICLE 3 – COMPETENCY**

- 3.01** The question of competency shall be determined by the work done by the employee and the Superintendent Foreman shall be the judge of competency. If a member has a complaint against the Superintendent Foreman as to his discharge, and such complaint cannot be adjusted by conciliation then the matter shall be referred to the Joint Standing Committee.

### **ARTICLE 4 - RIGHTS OF PARTIES**

- 4.01** It is expressly agreed that the rights and relations of the parties hereto shall be covered by the terms of this contract and scale of prices. The Company concedes that it has no right to object to any rules or regulations made by the Union for the government of its members insofar as they do not conflict with the terms of this contract or scale. The Union shall provide copies of the rules and regulations to the Company. Both parties recognize that their respective rights under this contract and scale will have been

accorded by the performance and fulfillment of the terms and conditions of the said contract and scale and that the complete obligation of each to the other is expressed in the said contract and scale.

**ARTICLE 5 – NEW AGREEMENT**

- 5.01** If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party in writing in accordance with the Labour Code of British Columbia.
- 5.02** If no agreement is reached prior to the expiration of this agreement, this agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees.
- 5.03** The operation of Sections 50.2 and 50.3 of the Labour Relations Code of British Columbia is hereby excluded.

**ARTICLE 6 – WAGES**

- 6.01** Payment of wages shall be made weekly no later than Friday following expiration of each financial week.
- 6.02** Men working nights shall be paid an additional 9% over the weekly day rate
- 6.03** Rate of wages shall be:

<u>Weekly Rates</u>	<u>Days</u>	<u>Nights</u>	<u>Lobster</u>
January 2, 2007	\$1,413.23	\$1,540.42	\$1,540.42
January 2, 2008	\$1,448.56	\$1,578.93	\$1,578.93
January 2, 2009	\$1,488.40	\$1,622.36	\$1,622.36
January 2, 2010	\$1,533.05	\$1,671.02	\$1,671.02
<u>Shift Rates</u>			
January 2, 2007	\$282.65	\$308.08	\$308.08
January 2, 2008	\$289.71	\$315.79	\$315.79
January 2, 2009	\$297.68	\$324.47	\$324.47
January 2, 2010	\$306.61	\$334.21	\$334.21
<u>Hourly Rates</u>			
January 2, 2007	\$37.69	\$41.08	\$44.01
January 2, 2008	\$38.63	\$42.11	\$45.11
January 2, 2009	\$39.69	\$43.26	\$46.35
January 2, 2010	\$40.88	\$44.56	\$47.74

- 6.04** Apprentices scale to start at 60% of the Journeyman’s rate and increase 5% every six (6) months to 95% in the last six months of the apprenticeship.
- 6.05** When an apprentice graduates he is to be retained as a Journeyman provided the work justifies his retention. If the work does not justify his retention no apprentice shall be employed in his place until he has been employed permanently as a Journeyman, or, until six months have expired, whichever shall first occur.

## **ARTICLE 7 – HOURS OF WORK**

- 7.01** A week's work for Journeymen shall consist of five (5) days or five (5) nights, thirty-seven and one-half (37 ½) hours. Any seven and one-half (7 ½) consecutive hours (excluding thirty (30) minutes for lunch) between the hours of 7:00 p.m. and 7:00 a.m. shall constitute a night's work. Any seven and one-half (7 ½) consecutive hours (excluding thirty (30) minutes for lunch) between the hours of 7:00 a.m. and 7:00 p.m. shall constitute a day's work. A lobster shift shall be deemed to be any seven (7) hour shift which commences during the hours of day work and ends during the hours of night work or vice-versa.
- 7.02** The Foreman will designate the number of employees required for each shift, following which the Chapel Chairman will schedule days off. Such schedule may only be changed with thirty (30) days' notice.
- 7.03** All shifts in excess of five (5) in a week will be at premium rate.
- 7.04** When the usual hour for starting work is to be altered twenty-four (24) hours' notice shall be given by the Foreman.
- 7.05** If a member is required to work a second office shift within a twenty-four (24) hour period, such shift shall be paid at the prevailing overtime rate regardless of whether or not it is the sixth shift.
- 7.06** Lunchtime must not be more than four (4) hours from starting time, except in cases of emergency. If more than three (3) hours overtime is to be worked on any shift a lunch break of thirty (30) minutes will be provided, but not paid for, by the Company.

## **ARTICLE 8 – OVERTIME**

- 8.01** Overtime to be paid for in quarter (¼) hour increments at the rate of double price and shall be supplied by the Union when required. The Foreman shall receive overtime only at the option of the Employer and shall not be required to work overtime to the detriment of a Journeyman. Nothing herein shall be construed as interfering with the Foreman acting in a supervisory capacity at any time.
- 8.02** If employees, having left the building after the completion of their shift, are called back, they shall receive one (1) hour pay for the call-back in addition to whatever overtime they earn. Employees called back are duty bound to comply with the call-back if it is within their power do to so. When called back, an employee shall receive a minimum of one (1) hour pay at overtime rates.
- 8.03** Under extraordinary conditions such as breakdown, or power failure or water failure or fire, which affect the entire stereotypic room due to circumstances over which the Office has no control, men shall be required to get out the work scheduled at straight time rates equal to the length of time of said extraordinary condition.

## **ARTICLE 9 – STATUTORY HOLIDAYS**

- 9.01** The following days (or days celebrated in lieu of any of them) shall be considered holidays: New Year's Day, Good Friday, Victoria Day, Canada Day (July 1<sup>st</sup>), B.C. Day,

Labour Day, Thanksgiving Day, Armistice Day, Christmas Day, Boxing Day and employee's birthday. Any additional days proclaimed as a public holiday by Federal, Provincial or Municipal order shall be considered holidays.

- 9.02** In the case of all statutory holidays the night prior to the holiday shall be the off-shifts where such shifts start after 1:00 p.m. The off-shift for the day shift shall be the day of the holiday.
- 9.03** All work performed on Sundays, except for work done on the regular editions, shall be at double time.
- 9.04** If no work is performed, situation holders and apprentices shall be allowed all of the aforementioned days without loss of pay as designated on schedule. Such holidays, if worked, shall be paid for at double time rates plus the regular rate as outlined in Article 6. A holiday shall consist of a clear twenty-four (24) hours from regular quitting time. The top three subs shall also be paid for the aforementioned holidays on the same basis as a regular Journeyman. Any additional days declared holidays by Management shall be paid at the straight time rate.
- 9.05** If for any reason a situation holder or apprentice fails to receive the proper number of paid statutory holidays pursuant to this clause during the term of this contract he shall receive pay in lieu of such holidays missed.
- 9.06** Sunday for day shifts shall commence at 12:00 o'clock midnight Saturday and continue for twenty-four (24) hours. Sunday for night shifts shall commence at 7:00 p.m. Sunday and continue for twenty-four (24) hours. Holiday shifts shall be those starting within the twenty-four (24) hour period of the statutory holiday.
- 9.07** Situation holders, substitutes and apprentices shall receive one (1) day statutory holiday credit for each day lost due to: personal illness provided the employee qualifies for benefits under the PIWP; Jury Duty; while in receipt of Workers' Compensation; while acting for the Union on Company-Union business. A maximum of twenty (20) working days credit (equals one holiday) will be allowed for each year of service up to five (5) years. Those with five (5) or more years of service will receive up to a maximum of eleven (11) statutory holidays without qualification from date of absence. In no event will any employee receive any statutory credits for an absence extending beyond one (1) year.

## **ARTICLE 10 – VACATIONS**

- 10.01** Members having one (1) or more years service shall be entitled to fifteen (15) days vacation with fifteen days' pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve (12) months immediately preceding the 1<sup>st</sup> of January of each year of this Agreement. Such members working less than 165 shifts in a calendar year shall receive one (1) day vacation with pay for each eleven (11) shifts worked or major fraction thereof.
- 10.02** Members having five (5) or more years service shall be entitled to twenty (20) days vacation with twenty (20) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve months immediately preceding the 1<sup>st</sup> of January of each year of this Agreement. Such members

working less than 165 shifts in a calendar year shall receive one (1) day vacation with pay for each eight (8) shifts worked, or major fraction thereof.

- 10.03** Members having ten (10) or more years service shall be entitled to twenty-five (25) days vacation with twenty-five (25) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve months immediately preceding the 1<sup>st</sup> of January of each year of this Agreement. Such members working less than 165 shifts in a calendar year shall receive one (1) day vacation with pay for each seven (7) shifts worked, or major fraction thereof.
- 10.04** Members having eighteen (18) or more years service shall be entitled to thirty (30) days vacation with thirty (30) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve months immediately preceding the 1<sup>st</sup> of January of each year of this Agreement. Such members working less than 165 shifts in a calendar year shall receive one (1) day vacation with pay for each five and one-half (5 ½) shifts worked, or major fraction thereof.
- 10.05** Situation holders, substitutes and apprentices shall receive one (1) day's vacation credit for each day lost due to personal illness provided the employee qualifies for benefits under the PIWP; Jury Duty; while in receipt of Workers' Compensation; while acting for the Union on Company-Union business. A maximum of twenty (20) days working credit will be allowed for each year of service up to five (5) years. Those with five (5) or more years of service will receive up to a maximum of one hundred and sixty-five (165) days working credit from date of absence. In no event will any employee receive any vacation credits for an absence extending beyond one (1) year.
- 10.06** Vacation pay scale shall be the straight-time rate currently paid to the employee or two percent (2%) of the previous year's T4 slip for each week of vacation entitlement, whichever is greater.
- 10.07** Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- 10.08** Any employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which he qualified.
- 10.09** The privilege of vacation with pay shall be suspended during, but for no longer than, any period in which the Union is unable to supply a sufficient number of competent and satisfactory members to enable the Company to issue its publications promptly and regularly at the straight-time rate of wages provided in this Agreement. If an employee is required by the employer to alter his vacation dates, the employer will compensate the employee for any out of pocket expenses he may have made and cannot recover in connection with his planned vacation.
- 10.10** The time of the year that each employee shall take a vacation shall be determined and arranged by the General Foreman after consultation with the Chapel Chairman, in order that there shall be no interruption in the publication of the newspapers.
- 10.11** Computation of vacation credits shall commence on the date of employment.

- 10.12** Each employee shall receive his or her full-earned vacation in the calendar year that the anniversary date is reached.
- 10.13** When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date is reached, the unused days shall be added to the employee's succeeding year's earned vacation credits.
- 10.14** All vacations carried over from a previous year shall be taken prior to April 1 in said second year.
- 10.15** Fifteen (15) days of vacation in 10.02, 10.03 and 10.04 may be taken consecutively. The time for taking the remainder shall be arranged between the Foreman and the employee in consultation with the Chapel Chairman.

#### **ARTICLE 11 – SEVERANCE PAY**

- 11.01** Upon dismissal for any reason other than for gross misconduct or for self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, an employee shall receive severance pay in cash in a lump sum equal to one week's pay for every six months for service or major fraction thereof, up to maximum of 42 weeks. Such pay shall be computed at the highest straight time weekly wage paid to the employee during the period of 52 weeks immediately preceding dismissal or lay-off.
- 11.02** Notwithstanding the provisions of 11.01 in the event of cessation of publication of the Times Colonist, or in the event of the elimination of any edition of the production of the Times Colonist, and in the event of layoffs in such instances any employee laid off will receive a minimum of ten (10) weeks severance pay.
- 11.03** If any employee is re-hired following the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Company. Reasonable terms of repayment shall be arranged if required by the employee.
- 11.04** The period of any employee's service with the company, for the purpose of this Article, shall mean the total period of consecutive and uninterrupted service of the employee concerned except that:
- (i) Breaks in service with the company, which were occasioned in circumstances over which the employee had no control, shall not be regarded as an interruption.
  - (ii) Leaves of absence granted by the Company to any employee, and the period of a layoff of an employee subsequently re-hired following a dismissal to reduce the labour force, shall not be regarded as an interruption in continuity of service but the time actually spent away from regular duties shall not count as time served.
- 11.05** A senior employee shall have the option of claiming severance over a junior employee.

**ARTICLE 12 – APPRENTICES**

- 12.01** It is agreed that for each six (6) Journeymen or major fraction thereof, one (1) apprentice may be employed.
- 12.02** Applicants for apprentice positions must be at least sixteen (16) years of age, have at least a high school graduation certificate, a medical examination and be passed upon by the Union and Foreman.
- 12.03** The length of an apprentice’s workday or night shall be the same as a Journeyman’s. No apprentice shall be employed on overtime work. No apprentice of a local Union shall be allowed to work as a Journeyman except in cases of emergency and with permission of the Local Union executive.
- 12.04** Apprentices shall transfer from days to nights and vice-versa every four months, i.e., January 1, May 1 and September 1, of each year.
- 12.05** It is agreed that the apprenticeship is for four years.
- 12.06** Scale percentages for new apprentices coming on staff to be as follows:

Starting first year	60% of Journeyman scale
After six months	65% of Journeyman scale
After one year	70% of Journeyman scale
After 18 months	75% of Journeyman scale
After two years	80% of Journeyman scale
After 30 months	85% of Journeyman scale
After three years	90% of Journeyman scale
After 42 months	95% of Journeyman scale

**ARTILCE 13 – REGULARS**

- 13.01** A regular shall apply only to those Journeymen who are employed full time in an office.

**ARTICLE 14 – FOREMAN**

- 14.01** Operation, authority and control of the Platemaking Department shall be vested exclusively in Management through its representative, the Superintendent Foreman. The Superintendent Foreman shall be a Journeyman member of the Union but shall not be subject to fine or discipline by the Union for any act in performance of his duties as Superintendent Foreman when such action is authorized by this Agreement or for carrying out the instructions of management when there is a difference of opinion as to the interpretation of this Agreement. In the absence of the Superintendent Foreman, the Assistant Foreman shall be vested with the full authority to direct the work, provided only the Superintendent Foreman may hire and discharge. Management shall be the sole judge as to the number of men employed in the work of the Platemaking Department provided that nothing in this section shall be construed as nullifying Sections 3 to 6 of the Constitution and Laws of the former GCIU (Stereotype Section), October 2001. The Union shall provide copies to the Company.

- 14.02** A Journeyman Platemaker, under the construction of the agreement shall be one thoroughly competent to perform every portion of the work usually considered to pertain to the stereotyper trade to which he may be assigned by the Foreman.
- 14.03** The Foreman of the Platemaking Department shall select, supervise and control all the employees connected with same and all Journeymen and Apprentices shall perform such work pertaining to the stereotype room as the Foreman may direct. He shall not be disciplined by the Union for carrying out the instructions of the Employer authorized by this contract and scale.
- 14.04** The Foreman shall have the privilege of calling his force or any part of it to work at different hours. All the time covered by this agreement belongs to the office and employees shall perform any duties pertaining to work in the Platemaking Department assigned to them by the Foreman, and no man shall be allowed to leave the office during working hours except with permission of the Foreman.
- 14.05** A minimum of one day or one night charge-hand rate per week will be paid to those members designated as charge-hands by management through the Foreman. When Journeymen are called upon to assume the responsibility of a charge-hand, they shall receive not less than \$25.00 per day over Journeyman scale.
- 14.06** No union representative shall be interfered with, or discriminated against by the Employer for carrying out the written instructions of the Union governing the interpretation, application or alleged violation of this Agreement.
- 14.07** Journeymen members may not engage substitutes without the approval of the General Foreman.

#### **ARTICLE 15 – SANITATION**

- 15.01** The Company shall at all time furnish a healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work done in the stereotyping room, the Union at all times reserving the right to secure the services of sanitation and ventilation experts, satisfactory to both parties, whose report shall be submitted to the aforementioned Company, but who shall have the privilege of submitting said report to the Municipal Health Officer and Provincial Health Department for verification and decision, the latter of which shall be final and the decision thus obtained carried out as soon as practicable.

#### **ARTICLE 16 – ILLEGAL ACTS**

- 16.01** The Union reserves for its members and itself the right to refuse to execute any work coming from or destined for delivery to any department of the Times Colonist, or any other newspapers, publications or wire services, or to any employer who furnishes supplies or material required for the normal operation of the Times Colonist in any of its departments and which is involved in a lawful strike or lockout.
- 16.02** The Company recognizes the right of individual Union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

## **ARTICLE 17 – JURISDICTION**

- 17.01** The jurisdiction of the Union begins with the markup of copy and preparation of copy in the composing room and continues until the plates to be used on the printing press have been completed and any new equipment or adoption of processes designed as a substitute for or evolution of work previously or presently performed by composing or stereotype employees shall be considered as being within the jurisdiction of the Union and consists of all employees performing such work. It is further agreed that only members of the Union shall be permitted to perform work on any process and any material which includes but is not limited to all litho preparatory work, typesetting, makeup, paste-makeup, all camera work, photo-composition, makeup with the use of film which includes stripping and assembling and all work regardless of the material used in the making of any plate to be used for the Company's publications or commercial printing. Notwithstanding any of the foregoing language, the jurisdiction of the Union shall also include all work allocations as defined by Paul C. Weiler in his awards of September 6 and October 13, 1977 and January 19, 1978.
- 17.02** The Company shall make no other agreement written or verbal, to do or have done any of the work outlined above, except as provided as follows:  
Members of the Stereotypers (Local 25) shall work within the jurisdiction outlined above on a proportionate basis, i.e., six members of the Communications, Energy and Paperworkers Union of Canada, Local 2000, shall be hired for each member of the Stereotypers (Local 25); upon a reduction of manpower requirements within the jurisdiction of the Union one stereotyper member shall be reduced to each six members of Local 2000 reduced. The numerical strength of each Union working within the jurisdiction shall progress or regress on the ratio provided above.
- 17.03** All material shall serve as copy for the Company's newspapers. Camera-ready copy may be used at the discretion of the Company.

## **ARTICLE 18 – JURY DUTY**

- 18.01** Employees called to serve on juries or called for service by any legal court or tribunal, excluding self-initiated suits other than in connection with their employment, shall receive their regular weekly wages during such periods of service, less the amount of jury or witness pay. Any night shift employees called for jury service shall not be required to work on the eve of the first day called and on the night after any subsequent days involving day-long (4 hours or more) attendance; any day shift employee called for night jury duty shall not be required to work on the day or days following the night or nights so spent.

## **ARTICLE 19 – MEMBERS DISCHARGED AND EXCUSED**

- 19.01** No members shall be employed for less than a shift, except when discharged for cause. In this case payment shall be made for time actually worked.
- 19.02** The Company shall not be penalized by additional cost if a member is excused at his own request.

## **ARTICLE 20 – ACCIDENT PAY**

- 20.01** In the case of a compensable accident the Company will pay 100% of an employee's wages, less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed by the Company.
- 20.02** Should the Workers Compensation Board demand that certain speciality clothes or accessories are, for safety reasons, mandatory for members of the Union, the Company will undertake to supply same.

## **ARTICLE 21 – DUES CHECK-OFF**

- 21.01** Subject to the compliance with the relevant provision of the Labour Laws of British Columbia, the Company shall deduct membership dues weekly from the earnings of each member of the Union working for the Company and shall remit said funds to the Union before the 15<sup>th</sup> day of the month following. Membership dues shall be deducted from members' earnings in accordance with the schedule furnished to the Company by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Company.

## **ARTICLE 22 – RETRAINING**

- 22.01** The Superintendent Foreman shall give the Union three (3) months notice when the Company intends to introduce any process or equipment and reasonable notice of any expansion of any process or equipment that falls within the jurisdiction of the Union.
- 22.02** Within ten (10) days of submitting such notice the Company agrees to meet the Union representatives in order to discuss the time, procedure and training necessary for the introduction of such process or equipment. The Company agrees to provide 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 to meet the intent of this Agreement. Whenever possible, members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his preference claim who has not been afforded the opportunity to be retrained.

## **ARTICLE 23 – PENSION PLAN**

- 23.01** The company will contribute \$10.70 per shift, for each shift worked for each member of the Union to the GCIU-Employer Retirement Fund for Canada negotiated pension plan.

## **ARTICLE 24 – HEALTH AND WELFARE – SICK LEAVE**

- 24.01** All members of the Union shall be covered under the Printing Industry Welfare Plan. The plan pays 60% of gross wages up to a maximum of \$448 for weekly indemnity benefits plus \$100,000 life insurance and \$75,000 A.D.&D. The following plan improvements will be effective January 01, 2003.
1. Foot Orthotics - \$200 per person each calendar year (adults, dependent children)
  2. Physio/Massage Therapist - \$375 per person each calendar year.
  3. Chiropractor/Naturopath - \$400 per person each calendar year.

4. Acupuncture - \$200 per person each calendar year.

The Company shall contribute ninety percent (90%) of the monthly cost for each employee covered under the Plan. The employee's portion of the cost shall be deducted at source.

- 24.02** The employer shall pay the first three (3) days absence due to illness at half the employee's daily rate provided the employee qualifies for benefits under the Plan. Balance of first week and up to and including the second week 1/7 of plan weekly rate per day. Third week and thereafter the plan weekly rate plus 1/7 times 50% of difference between plan weekly rate and employee's weekly rate, per day. In cases of hospitalization or where the employee is absent due to illness for longer than one week, the employer will pay the first three days at one hundred percent (100%) of the employee's daily rate.
- 24.03** Dental Plan: The Company shall pay the cost of the dental plan coverage as outlined in the Printing Industry Dental Plan effective December 1, 1974. The foregoing applies only to the levels and extent of coverage in effect at December 1, 1974 and the Union agrees that the Company will not incur any administrative costs or responsibilities under the plan and will have full rights to make representations regarding change of underwriter if it considers it necessary or desirable to do so.
- 24.04** Long Term Disability Plan: The Company agrees to continue the Great West Life Assurance Company long term disability plan introduced January 1, 1979 and further agrees that no reduction will be made in the level of benefits provided under the Plan.
- 24.05** Vision Care Plan: All members of the Union shall be covered under the Vision Care Plan. The Company shall contribute ninety percent (90%) of the monthly cost for each employee covered under the Plan. The employee's portion of the cost shall be deducted at source. Effective January 1, 2003 the benefit level will increase to \$275 per person every two years plus a new eye examinations benefit will be incorporated at \$100 per person every 24 months.
- 24.06** When the Company requests a doctor note the Company will pay up to \$25.00 per note.

**ARTICLE 25 – TECHNOLOGICAL CHANGE**

- 25.01** Definition: Any change in technology, method (1) or procedure (2) 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.

- (1) e.g., hot metal to cold type
- (2) e.g., change in computer operation

- 25.02** The employer guarantees to the Vancouver Printing Pressmen, Assistants and Offset Workers Union, Local 25 that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change. It is agreed that the number of employees as at January 1, 2007 was 2 (excluding LTD).

- 25.03** The Company has the right to introduce technological changes. Prior to so introducing the Company shall advise the Union and the Victoria Joint Council of Newspaper Unions.
- 25.04** The Company will give the Union three (3) months notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change.
- 25.05** The number of employees may be reduced through attrition.
- 25.06** During the period of this Agreement members may elect to accept an early separation allowance which shall be paid on the following basis providing the situation holder applying has had five years continuous service with the company immediately prior to seeking early retirement and is 60 years or older.
- (a) \$1,000 per month commencing at the date of separation and continuing until age 65 unless terminated by death.
  - Or
  - (b) \$20,000 if the employee is 65 years or older at December 1, 1983.
  - Or
  - (c) \$25,000 if the employee is 60 to 64 years of age at December 1, 1983.
  - Or
  - (d) \$30,000 if the employee is under 60 years of age at December 1, 1983.
- 25.07** Contributions towards Union pension plans and dental plans will continue until age 65 for the employee taking early retirement. Similarly the Company will continue its contributions until age 65 for Medical Services Plan, Extended Health Benefits Plan, Vision Care Rider and toward substitute Accidental Death and Dismemberment Life Insurance and Extended Health Benefits plans for those employees formerly protected for such coverage under the Printing Industry Welfare Fund.
- 25.08** Those employees seeking early separation allowances who are members of the Employer's pension plan and remain in it until age 65, will have their pension maintained at the same level by the Employer as if they had continued working until age 65.
- If the Company's offer is accepted beyond thirty (30) days after the implementation of the seven day single edition schedule, the employee shall not be entitled to those benefits and payments provided for in paragraphs 25.06 – (b), (c) and (d) but shall be entitled to those payments and benefits provided for in paragraphs 25.06 (a); 25.07; 25.08; 25.09 and 25.10.
- 25.09** For those employees with five or more years continuous service who reach 65 years of age during the term of this Agreement, and who have not previously retired, the Company will make a special retirement allowance of \$4,000.
- 25.10** Those employees in the bargaining unit during the term of this Agreement who have not attained age 60 and wish to quit due to the introduction of technological change will be paid the following separation allowance: three weeks straight-time pay for each full year of employment by the Company for the first five years of employment as a situation holder and in addition one week straight-time pay for each six months of employment (or

major fraction thereof) as a situation holder in excess of five years with a maximum total of 60 weeks straight time pay.

- 25.11** The foregoing separation allowances in paragraphs 25.06 (a); 25.07; 25.08; 25.09 and 25.10 above, will be payable only in the case of a technological change. Such allowance when paid shall constitute complete severance from the Company's employ and no employee accepting and receiving such payments shall seek reemployment without the consent of the Company.
- 25.12** Separation allowance shall be paid only under the required conditions of this Agreement and only where there has been mutual consent to early retirement between the Company and the employee involved. Furthermore, such separation allowances will be in lieu of any other severance payments included elsewhere in the Agreement in which case such other severance payments shall not be due and payable.
- 25.13** Such persons electing the early separation allowance shall be considered as part of the attrition within the bargaining unit.

#### **ARTICLE 26 – BEREAVEMENT LEAVE AND PAY**

- 26.01** A regular employee will be granted four days leave with pay between Sunday and Saturday inclusive in the event of the death of a member of the immediate family which includes all in-laws and grandchildren, and one additional day for a spouse or child. In the event of the death of a grandparent one (1) day leave with pay as above will be granted for the day of the funeral. The four days will be increased to five days for an immediate family death, which occurs more than 800 kilometres from Victoria.

#### **ARTICLE 27 – SETTLEMENT OF JURISDICTION DISPUTES**

- 27.01** Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other Unions covered by a Collective Agreement with the Company, three (3) months notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- 27.02** Should the parties be unable to resolve the problem it shall be submitted to one of the following four arbitrators and the case shall be heard by the first available arbitrator; Allan Hope, David McPhillips, John Thorne, Brian Foley. The arbitrator shall conduct such inquiries as is deemed necessary and shall attempt to mediate a resolution to the problem.
- 27.03** Should mediation of the problem fail, the mediator shall, within 30 days 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.
- 27.04** This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined above.

**27.05** The time limits outlined in the section may be altered by mutual consent of the parties to this Agreement.

**ARTICLE 28 – MISCELLANEOUS**

**28.01** Letters of dissatisfaction, written records of reprimand and warnings shall be removed from the employee’s personnel file and destroyed 18 months from the date of issue of the document. Records of suspensions shall be removed from the employee’s personnel file and destroyed 24 months from the date of issue. The foregoing provisions apply provided that no further disciplinary action has occurred within the above referenced time periods.

**28.02** Review of Personnel files: An employee shall have the right to make an appointment with the Human Resources Department to access his/her personnel file for the purposes of reviewing the material contained therein. Upon request the employee will receive copies of pertinent information from the file. The employee may have included in the file a response to anything contained therein.

**28.03** The Company agrees to pay the salaries of employees involved in negotiations with the Times Colonist. The Union agrees to reimburse the Company.

**ARTICLE 29 – PARKING**

**29.01** Parking: The Union will receive at least 90 days notification of any contemplated change in present parking facilities or fee structure and the two parties shall discuss alternate arrangements.

**ARTICLE 30 – FAMILY RESPONSIBILITY LEAVE**

**30.01** A regular full-time and a regular part-time employee is entitled to five (5) days without pay each calendar year (on a non-cumulative basis) provided shifts can be replaced at straight time wherever possible. The purpose of the leave is to meet responsibilities related to:

- (a) the care, health or education of a child in the employee’s care
- (b) the care or health of any member of the employee’s immediate family



**FOR:**  
  
**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

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

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT**

**Re: Introduction of Apprentices**

The Company and the Union agree that during the term of the Collective Agreement between the parties, no new apprentices will be employed within the bargaining unit of the Union, except with the mutual consent of the parties.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT**

The parties named below hereby agree that in situations such as sickness, vacation, leave of absence, etc., in which the regular General Foreman is not available, the Company may appoint another member of the Union to represent the Company in the position of General Foreman during the period of unavailability of the regular General Foreman.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Re: Compressed Work Week**

Notwithstanding the hours of work provisions in 7.01 of the Collective Agreement, should the volume of business or production schedule increase to the extent that a compressed work week may be feasible, either party may approach the other to arrange a meeting to discuss the matter. Should a compressed work week be determined to be efficient and cost effective, the parties will determine the appropriate compressed work week to accommodate the increased volume of work.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT**

**RE: WEEKLY INDEMNITY BENEFITS**

Once an employee files a claim for weekly indemnity benefits under the PIWP, the employee may request and receive an advance of funds equal to the amount of the net benefit payable under the Weekly Indemnity Plan. Such advance will be repaid to the company as soon as the benefit cheques are issued from the insurance carries or as soon as the employee returns to work and receives his/her first pay cheque, whichever is earlier. Should there then be an outstanding balance owing to the company from the advance, the company will have the right to recover such balance through payroll deduction from the employee's regular pay. Such deductions will only be made after consultation with the Union and will not exceed 25% of the net pay for the employee in any event.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT  
VICTORIA COUNCIL OF NEWSPAPER UNIONS**

**RE: LTD COMMITTEE**

The company and the unions agree to set up a committee comprised of up to three union representatives and up to three company representatives to finalize changes to the LTD Plan as follows:

1. All correspondence from the insurance carrier to the employee or the employee's doctor shall be forwarded to the company's Human Resources Department.
2. Upon obtaining a release from the employee, the company will forward applicable correspondence to the Union and the employee's doctor as required to assist the employee in compliance with the Plan rules.
3. A comprehensive booklet will be developed and provided to each eligible employee. Such booklet shall include all relevant information about the Plan including rehabilitation criteria and responsibilities, appeal procedures and time limits.
4. Should the carrier require on-going or additional medical information from an employee's doctor, such request shall be made directly to the doctor with a copy being sent to the company's HR department.
5. The Plan will be revised to include access to the Plan for employees who are pregnant or on maternity leave as per the Brooks/Safeway Supreme Court decision.
6. Provided any delay in arriving at a timely determination of status, including through any appeal process, is not caused by a delay of information for which the employee is responsible, benefits will be continued until a final determination of the claim is made.
7. Should there be a disagreement on the assessment/determination of an employee's eligibility for benefits between the employee's doctor and the insurance carrier, the committee shall meet to discuss the issue(s). Such discussion may include whether the employee should be seen by an independent doctor selected by the committee for a further assessment.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT**

**RE: DIRECT DEPOSIT OF PAY CHEQUES**

It is agreed that Direct Deposit of Pay Cheques may be commenced by the management of the Times Colonist on the following basis:

1. Entry to the direct deposit system shall be voluntary for all current priority situation holders and substitutes, but mandatory for all new substitutes and new priority situation holders
2. There shall be one month's notice of start up of Direct Deposit.
3. Employees shall provide a voided cheque, or deposit slip, with the applicable information to institute direct deposit in addition to signing an authorization form.
4. Deposits shall be to the savings institution of the employee's choosing.
5. Deposits shall be done electronically not later than 12.01 a.m. Friday of each week for the preceding work week.
6. Pay "stubs" will be provided to each employee not later than Friday of each week.
7. Vacation pay shall be deposited electronically to the bank account of the employee on the last day proceeding the vacation period, if requested in advance by the employee.
8. Employees may change their designated financial institution upon one month's written notice to the payroll department.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

### **LETTER OF UNDERSTANDING**

**RE: JOB GUARANTEE**

1. The employees named and specified in Appendix A hereto shall be permanent full-time or part-time employees until their employment status is lawfully terminated as provided for in paragraph 3 hereof or suspended as provided in paragraph 4 hereof or varied by mutual agreement of the parties.
2. The rate of pay of each of the said employees shall be as negotiated between the Employer and the Union from time to time in Collective Agreements.
3. The employment status of each of said employees will terminate only upon the happening of the first of any of the following events:
  - (a) The employee ceasing to be a member in good standing of the Union.
  - (b) The death of the employee.
  - (c) The voluntary resignation in writing of the employee duly delivered to the employer.
  - (d) The retirement by the employee according to the schedule which is appendix "B" hereto.
  - (e) The acceptance by the employee of an early separation allowance set forth in the schedule which is appendix "C" hereto.
  - (f) The discharge of the employee by the Employer for just and reasonable cause.
  - (g) Termination by the Employer of all business activities associated with the production or publication of a newspaper, and/or commercial printing. In the event that business

activities are resumed by the Employer, this Agreement will be deemed to have been renewed with effect from the date of resumption.

4. The events stated in paragraph 3 hereof are the only grounds upon which the employment status of each of the said employees may or can be lawfully terminated save that this Agreement shall be deemed to have been suspended during any lawful lockout by the Employer or strike by the bargaining unit of which the said employees are members and deemed to have been revived upon the cessation of the said lockout or strike.
5. In the event of dispute as to the interpretation, application or breach of this Agreement the grievance procedure to be followed shall be that provided for in the Collective Agreement between the Employer and the Union which is in effect at the time that the grievance is initiated.
6. The parties agree that the present publication schedule (separate morning and evening editions Tuesday to Friday inclusive, one combination edition Saturday, one morning edition Sunday and one evening edition Monday) shall be maintained until the Employer shall advise the Union in writing of the implementation of the seven day single edition schedule.
7. The agreement shall continue in full force and effect until the employment status of the last survivor of the said employees has been lawfully terminated.
8. This Agreement and any of its provisions shall not be the subject matter of any collective bargaining subsequent to its date between the Employer and the Union unless both mutually agree in writing signed by both to re-open this Agreement.
9. This Agreement will take effect as and from the 3<sup>rd</sup> day of November, 1983 and as from the said date it shall form and be deemed to form part of the current Collective Agreement and of any Collective Agreement between the parties subsequent and in succession thereto.
10. This Agreement binds not only the parties executing the same but also their respective successors and assigns of any kind whatsoever, including, without prejudice to the said generality, any purchaser of or successor to the enterprise (in whole or in part) of the Employer and any successor to the Union as the bargaining agent for the bargaining unit of which the said employees from time to time are members.

**APPENDIX 'A'**  
**List of Employees**

\*Age as of November 3, 1983

List of Names	Classification	Age*
W.R. Finlayson	Stereotyper	54
H.H. Glover	Stereotyper	60
J.M. Heryet	Stereotyper	49
M.C. MacDonald	Stereotyper	53
J.A. McMillan	Stereotyper	51
R.L. Sheepwash	Stereotyper	45
R.F. Shillington	Stereotyper	50
J.R. Sinnott	Stereotyper	57
R.E. Stearn	Stereotyper	54

**APPENDIX 'B'**  
**Mandatory Retirement**

1. Employees who had attained 65 years of age on or before December 1, 1983 will retire not later than on December 1, 1987
2. Employees who had attained not less than 60 years and not more than 64 years of age on or before December 1, 1983 will retire not later than upon attaining the age of 70 years.
3. Employees who had attained not less than 55 years and not more than 59 years on or before December 1, 1983 will retire not later than December 1, 1993.
4. Those employees who had not attained 55 years of age as at December 1, 1983 will retire not later than upon attaining 65 years of age.

**APPENDIX 'C'**  
**Separation Allowances**

Upon the implementation of the seven day single edition schedule, the Employer shall have the right at its election to offer early retirement in order of seniority/priority to any of the employees covered by this Agreement. Should that offer be made and accepted within thirty (30) days of the implementation of the seven day single edition schedule, the employee shall, at the Employer's option receive either:

1.
  - (a) \$900.00 per month from the date of retirement for employees 60 years or older at December 1, 1983, continuing until age 65 unless terminated by death.
  - (b) Contributions towards Union pension plans and dental plans will continue until age for the employees taking early retirement. Similarly, the Employer will continue its contributions until age 65 for the Medical Services plans and towards substitute Accidental Death and Dismemberment, Life Insurance and Extended Health Benefits plans for those employees formerly protected for such coverage under the Printing Industry Welfare Plan and the corresponding Guild Collective Agreement benefit plans.
  - (c) Those employees seeking early separation allowances who are members of the Employer's pension plan and remain in it until age 65 will have their pension maintained at the same level by the Employer as if they had continued working until age 65.
2.
  - (a) \$20,000 if the employee is 65 years or older at December 1, 1983.
  - (b) \$25,000 if the employee is 60 to 64 years of age at December 1, 1983
  - (c) \$30,000 if the employee is under 60 years of age at December 1, 1983

If the employer's offer is accepted beyond thirty (30) days of the implementation of the seven day single edition schedule the employee shall be entitled to those payments and benefits provided for in paragraphs 1 (a), (b) and (c).

Payment of such separation allowances will be in lieu of any other severance payments or contractual benefits, excluding accrued vacation pay included elsewhere in the Collective Agreement other than pension rights acquired to that point in time.

Such allowances, when paid, shall constitute complete severance from the Employer's employ and no employee accepting and receiving such payment shall seek re-employment at the Times Colonist without consent of the Employer.

This agreement made the 8<sup>th</sup> day of August, 1984.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

**FOR:**

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

---

---

---

---

**September 16, 1999**

**Letter of Agreement  
Between  
Vancouver Printing Pressmen, Assistants  
And Offset Workers' Union, Local 25  
And  
Victoria Times Colonist**

**Re: Voluntary Severance/Retiring Program**

This program is designed to reduce the priority staffing levels as at January 2, 1998 through a voluntary severance/retiring program.

Qualified employees will serve notice in writing of their intention to accept the offer to retire or resign at any time over the term of the Collective Agreement. Once tendered, the employee must retire, or resign employment as per the provisions of the program unless a circumstance presents itself that is mutually agreeable between the Union and the Company. Such agreement will not be unreasonably withheld.

Acceptance of applicants to retire/resign will be in seniority order.

If business requirements permit, the Company will determine a date of release for the employees.

Qualified employees must sign an application/release (attached).

The voluntary severance/retiring program will be as follows:

1. The plan will provide six (6) weeks pay per year of service or major fraction thereof. Maximum entitlement is One Hundred and Fifty Thousand Dollars (\$150,000.00).
2. Service shall include only time worked as a priority situation holder at the Times Colonist.
3. The voluntary separation/retiring allowance will be based on the average of the day and night rates on the day the employee resigns.
4. Subject to the above limits, employees may take the monies as calculated, in cash or in a manner designed to facilitate early retirement or in a manner designed to take advantage of tax savings vehicles allowed by Revenue Canada.
5. Should there be an additional Voluntary Severance/Retiring Program offered by the Times Colonist during the term of the new collective agreement that would result in a greater payout than what is contained in this memorandum, the Times Colonist will pay the employee the difference in lump sum payment at the time of the new offer.
6. The Company will pay for individual financial counselling to a maximum of six (6) hours not to exceed \$330.00. The financial counsellor may be chosen by the employee. To receive payment, the employee shall verify the bill submitted to the company by financial counsellor.

Times Colonist,  
2621 Douglas Street,  
Victoria, B.C.,  
V8W 2N4

Attention: Cindy Robertson

Dear Ms. Robertson

This letter represents my application to participate in the voluntary separation/retiring allowance program offered to Stereo Department employees in accordance with the terms and conditions in our communiqué to September 16, 1999.

I understand that once tendered I agree to retire/resign my employment with the Times Colonist at a time to be determined by the company after consultation with the Union in keeping with the provisions of this September 16, 1999 communiqué.

Upon acceptance by the Times Colonist of my application for a voluntary separation/retiring allowance, I understand and agree that I will resign my employment upon payment of such allowance.

I further understand that I may not seek re-employment with the Times Colonist, or the union for employment at the Times Colonist without the consent of the Publisher.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT**

If the company demonstrates that work under their jurisdiction is being eliminated by the introduction of new technology and process the GCIU Stereo Department Local 25 will canvas members to determine the number of employees interested in participating in the Voluntary buyout program.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Re: Compressed Work Week – Stereo Department – Without Prejudice**

Further to recent discussions surrounding the feasibility of introducing a compressed work week in the Stereo Department, the Times Colonist is prepared to initiate a schedule providing for a four day work week for employees in the Stereo Department as per the following:

1. A week’s work shall consist of four (4) days or four (4) nights within a financial week that totals 37.5 hours of work.
2. Any shifts (excluding thirty (30) minutes for lunch) between the hours of 6:00 PM and 6:00 AM shall constitute a night’s work.

3. Any shifts (excluding thirty (30) minutes for lunch) between the hours of 6:00 AM and 6:00 PM shall constitute a day's work.
4. A lobster shift shall be deemed to be any shift, which commences during the hours of day work and ends during the hours of night work, or vice-versa.
5. Lieu days and vacation days owing will be calculated in hours to ensure the correct entitlement.
6. Pension contributions will be calculated as per the normal five-day schedule (weekly total) and then pro-rated over the compressed schedule to ensure the employee suffers no loss of contributions.

In order to meet the economic needs of the business it may become necessary to consider reverting to the Hours of Work provisions in Section 7 of the Collective Agreement. Prior to making this decision the company will meet with the Union in an attempt to find a mutual resolution. Should the Company decide to revert to the Hours of Work provision in Section 7, the Company agrees to provide the affected employees two (2) months' notice of the change.

This does not preclude the right of the Union to grieve the decision to revert back to the hours of work in the Collective Agreement as being arbitrary, discriminatory or in bad faith.

This letter of understanding will not in any way prejudice either party from having discussions during the period of the collective agreement to deal with hours of work within the work week if the opportunity arises.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

---



---

**FOR:**

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

---



---

**LETTER OF AGREEMENT**

An Employee Family Assistance Program will be implemented as per the Agreement reached September 6<sup>th</sup>, 1999.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF AGREEMENT**

It is agreed that employees employed in the Plateroom will have the opportunity to convert hourly wages into the GCIU-Employer Retirement Fund for Canada in addition to the negotiated amount in Article 23. Each employee's wage will be adjusted to reflect the additional amount to be contributed into the Plan.

The Union shall notify the company by December 31<sup>st</sup> of each year of the amount the membership wish to contribute through this Letter of Agreement for the following year. The amount of top-up contribution shall be the same for all members of the Union.

**FOR:**

**VICTORIA TIMES COLONIST,  
A DIVISION OF CAN WEST  
MEDIWORKS PUBLICATIONS  
INC .**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR:**

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

\_\_\_\_\_  
  
\_\_\_\_\_