

**Contract and
Scale of Wages**

between

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

and

**COWICHAN NEWS LEADER
AND PICTORIAL**

(A Division of Black Press Group Limited)

MECHANICAL

Effective January 1, 2006 to December 31, 2009

**VANCOUVER ISLAND
WEEKLY & COMMERCIAL
AGREEMENT**

**Communications, Energy and Paperworkers Union of Canada,
Local 2000**

THIS AGREEMENT made and entered into this FIRST day of January, 2006 shall remain in full force and effect for a term of thirty-six (36) months ending December 31, 2009, or until terminated in accordance with the Labour Laws of the Province of British Columbia, BETWEEN Cowichan News-Leader and Pictorial, (A Division of Black Press Group Limited), through authorized representatives, sometimes hereinafter referred to as the Employer, party of the first part, and Communications, Energy and Paperworkers Union of Canada, Local 2000, sometimes hereinafter referred to as the Union, party of the second part.

If no agreement on a new collective agreement is reached prior to the expiration of this collective agreement, this collective agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new collective agreement.

WITNESSETH, that the Employer, Party of the First Part, agrees:

SECTION 1. The Employer agrees to employ only members of the Union to perform all work within the jurisdiction of the Union regardless of the process, machinery or equipment used in performance of such work. The Employer agrees to respect and observe the conditions prescribed by the Constitution, By-Laws and scale of prices of the Union not in conflict with this Agreement and the General Laws of Local 2000 of the Communications, Energy and Paperworkers Union of Canada, dated April 1, 1994, copies of which are hereunto attached.

This agreement shall cover the composing production department of the Cowichan News Leader, and the Pictorial.

**INTERPRETATION and
GRIEVANCE PROCEDURE**

SECTION 2. (a) Within thirty days of the signing of this agreement a standing committee of two representatives appointed by the Employer and a like committee of two representatives appointed by the Union, shall be maintained, and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.

(b) 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 the Agreement takes place, representations shall first be made to the general foreman or chapel chair as promptly as possible from the time the dispute comes to the attention of the party affected. Should the general foreman and chapel chair be unable to adjust the difference within forty-eight (48) hours, either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstances which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

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

(d) 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 the Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbitrator he/she shall be selected by the Minister of Labour of the Province of British Columbia. The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration. Within thirty (30) days of the completion of hearings the Arbitrator shall render his/her decision. The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this agreement in any respect.

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

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

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

(h) Subsection (2) and (3) of Section 50 of the Labour Code of British Columbia shall not apply to this agreement.

JURISDICTION

SECTION 3. The jurisdiction of the Union begins with the markup of copy and continues until the finished product is ready for delivery to the pressroom and the operation and maintenance of any equipment or adoption of processes designed as a substitute for or evolution of work previously or presently performed by employees shall be considered as being within the jurisdiction of the Union, and the appropriate unit for collective bargaining consists of all employees performing any such work.

Proofreading shall be within the jurisdiction of the Union. The employer shall make no other agreement written or verbal with any person or persons other than the union to do or have done any of the work outlined above.

It is agreed and understood that all material may serve as copy for the Company's newspapers and commercial printing production work. The Company agrees that it will not sub-contract any work covered by the jurisdiction of the Union. Should subcontracting be unavoidable, e.g. a type face requirement, the work shall be done in a Communications, Energy and Paperworkers Union of Canada shop.

TRAINING

SECTION 4. The foreman shall give the Union three months notice when the Employer intends to introduce any process or equipment which falls within the jurisdiction of the Union. Within 10 days after submitting such notice the Employer agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. The Employer 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 thereby enabling the Union to provide sufficient competent members to meet the intent of this agreement. Members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his/her preference claim who has not been retrained.

COMPUTERS

SECTION 5. It is agreed that when a computer is used to perform work within the jurisdiction 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 computer and all input and output devices: programming and maintenance of all the foregoing equipment and devices.

It is understood and agreed that when OCR (Optical Character Recognition) devices, CRT (Cathode Ray Terminal) devices, VDT (Video Display Terminals) or any similar devices are installed by the Publisher that all work within the jurisdiction of the Union on this equipment or similar devices will be performed by members of the Union. This includes, but is not limited to: Operation and maintenance of the OCR or CRT devices and the preparation of all input to be processed by this equipment.

It is agreed between the parties that the words "preparation of all input" when applied to the use of OCR (Optical Character Recognition) devices, CRT (Cathode Ray Terminal) devices, VDT (Video Display Terminals), or any similar devices, means the preparation of material for input by any process, including the typing or retyping of copy (whether for news matter, classified or display advertising), the creation or generation of images or electronic impulses by any process; coding, correction and proofreading, and all other functions which may be necessary to prepare the input for the computer or for any phototypesetting or typesetting devices.

Members of the Union shall input all information for OCR, VDT or similar systems with the following exceptions:

EDITORIAL

Editorial employees at Duncan who are at reporter level and above may input stories (including headings) they have authored.

- news services provided by electronic feed.
- any information, however input, may be recalled for editing, rewriting, and merging.

CLASSIFIED

Classified employees at Duncan will operate VDT's, OCR's or similar systems for purposes of inputting classified advertisements (except classified display and hard copy). Classified display advertising copy shall be input by the composing room employees using keyboards, VDT's, OCR's or other similar equipment.

Classified employees at Duncan may recall classified information for correction, addition, deletion or killing.

TECHNOLOGICAL CHANGE

SECTION 6. (a) Technological change is defined as any change in technology, method (1), or procedure (2) during the period of a collective agreement which could cause a decrease in 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.

(b) The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise the Communications, Energy and Paperworkers Union of Canada Local 2000. 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 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 jurisdictional problems which may arise as a result of said technological change, it is agreed that the date of introduction will be delayed a further three (3) months.

(c) Should either party feel that an effect on the number of employees in the Union's bargaining unit due to the introduction of a technological change will occur, the parties shall discuss this effect in accordance with the time limits set out in Section (d).

(d) If mutual agreement on the effect of the change cannot be reached and the Employer determines that a reduction in the number of employees in the Union's bargaining unit is necessary, the Employer may elect to reduce the number of employees by the lump sum payment of \$5,000 to each employee reduced, or by attrition (i.e., death, retirement, voluntary termination or discharge for cause), in addition to severance pay. Such reduction in the number of employees in the Union's bargaining unit shall not exceed one employee or 10% of the bargaining unit, whichever is the greater. It is agreed that the number of employees in the Union's bargaining unit as of January 1, 2006 was seven (7).

WAGES AND HOURS

SECTION 7. Payment of wages shall be made bi-weekly.

(a) A day's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunch time) and thirty-seven and one-half (37 1/2) hours constitute a week's work. The hours of work shall be between 7:00 a.m. and 6:00 p.m.

(b) A night's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunch time) and thirty-seven and one-half (37 1/2) hours shall constitute a week's work. The hours of work shall be between 6:00 p.m. and 4:00 a.m.

(c) Employees working nights shall be paid at a rate of 15 per cent above the day scale.

(d) When a shift is worked part day and part night it shall be considered a night shift and members working on such shift shall be paid 50 cents per hour in addition to the night scale.

(e) Commencing January 1, 2006 the following hourly rate of pay shall be in effect:

Jan. 1/2006	Jan. 1/2007	Jan. 1/2008	Jan. 1/2009
\$21.43	\$21.86	\$22.30	\$22.75

(f) A regular situation shall consist of five shifts within a Monday to Saturday work week.

(g) Employees will be allowed two (2) fifteen minute coffee breaks per day. These breaks will be with pay and occur as near to the middle of each half shift as possible.

(h) Employees working the four-day week will work 3 shifts of 9 1/2 hours and 1 shift of 9 hours. The foreman shall have the option to specify the 9 hour day.

The work window shall be from 7 a.m. to 6 p.m. except Monday which will be 7 a.m. to 8 p.m.

No more than 2 (two) employees shall work the 5 day week. In the event of changes to the number of working days per week two weeks notice shall be given.

SECTION 8. No employee covered by this Agreement shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five, in any one work week. When any employee is required to work on a regular off day or off night or the sixth shift in any one work week, he/she shall be paid the overtime rate for such work.

SECTION 9. No member shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.

FOREMEN

SECTION 10. (a) The operation, authority and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a journeyman member of the Union. In the absence of the foreman, the foreman in charge shall so function.

(b) The General Foreman shall be the judge of a member's competency on the basis of work performed.

(c) Foremen shall receive not less than \$4.00 per shift in addition to the scale of the Union.

(d) 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 the accepted CEP Local 2000 General Laws and bylaws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force, the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give reasons for discharge in writing. Persons considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitutes oldest in continuous service shall have prior right in filling the first vacancy. This action shall apply to incoming as well as outgoing foremen.

EXTRA WORK

SECTION 11. Employment other than regular situations shall be classed as extra work and given out in priority order to the members competent to perform the work.

OVERTIME

SECTION 12. (a) All work done in excess of regular work day by members of the Communications, Energy and Paperworkers Union of Canada Local 2000 affected by this agreement shall be considered overtime, and shall be paid at time and one-half for the first hour and double time thereafter.

(b) When overtime is worked in excess of two (2) hours a thirty (30) minute lunch period shall be provided and such lunch period shall be paid at the straight time rate.

LUNCH PERIOD

SECTION 13. (a) A lunch period of at least 30 minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

(b) Lunch period must not be more than four and one-half (4 1/2) hours from starting time except in case of an emergency.

CHANGE OF STARTING TIME

SECTION 14. When the usual hour for starting work is to be altered, twenty-four (24) hours notice shall be given in writing by the foreman to the chair of the chapel.

VACATIONS

SECTION 15. (a) All members covered by this Agreement with one year's service shall receive 3 (three) weeks vacation with pay and thereafter an additional 1 (one) weeks vacation with pay for each additional five vacation years credits to a maximum of 5 (five) weeks vacation.

i.e. Three weeks vacation after one year, four weeks vacation after six years, five weeks vacation after eleven years.

(b) The time of the year that each employee shall take his/her vacation shall be arranged between the chapel chair and the employee

in consultation with the foreman. Where practicable, choice of vacation periods shall be allowed in priority order. The prime period for taking vacations shall be from June 25 to Labour Day with as many as two (2) employees off at the same time during this period, unless otherwise requested by the employee.

The School Spring Break shall be considered as prime vacation time.

(c) Fifteen (15) days of vacation may be taken consecutively. The time for taking the remainder shall be arranged between the chapel chair and the employee in consultation with the foreman.

(d) Calculation of vacation credits shall be from date of employment and it is clearly understood that length of vacation is determined from each employee's most recent date of hire.

(e) Each employee must receive his/her full earned vacation in the calendar year that the anniversary date is reached.

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

(g) On or before March 17 of each calendar year the chapel chair shall post the vacation schedule.

(h) If, at the request of the foreman, an employee is required to take his/her vacation at a time other than that which he/she has chosen as provided in subsection (b) of Section 16, as permitted by his/her priority standing in an office, he/she shall be allowed one week extra with pay.

(i) Vacation pay shall be the current straight-time rate, including bonuses or premiums.

(j) In special circumstances an additional consecutive week vacation will be granted upon mutual agreement with the Foreman and the Chapel Representative.

SECTION 16. Substitutes who work 150 shifts in a calendar year shall receive vacations as outlined in Section 16. Those substitutes who work less than 150 shifts in a calendar year shall receive one (1) day's vacation pay for each sixteen (16) shifts worked.

SUNDAY WORK

SECTION 17. All work performed by day shifts on Sundays shall be paid for at triple time. One night shift (either starting on the night prior to or on the night of the holiday) shall be designated as the holiday shift for night shifts and if worked paid for at double time.

STATUTORY HOLIDAYS

SECTION 18. (a) There shall be eleven recognized holidays as follows: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and one "floater" day (applicable after one year's service) or days celebrated as such, and any Public Holidays proclaimed by the Provincial or Federal governments. The floater shall be taken at a time mutually agreed to by employee and employer.

(b) All situation holders and apprentices scheduled to work on above named holidays, shall receive straight time pay when not required to report. If required to report, they shall be paid double time in addition thereto.

(c) A situation holder or apprentice failing to receive a paid statutory holiday by reason of his/her day off falling on the holiday shall receive another day off in lieu of such holiday missed. No member shall be permitted to work a statutory holiday which falls on his/her regular off day.

(d) Where a statutory holiday other than Christmas, Boxing Day and New Year's Day falls on a Monday the chapel chair and the foreman may, at least thirty (30) days in advance of the statutory holiday, designate employees to produce the Cowichan News Leader on the statutory holiday and in that event in respect of the employees designated the statutory holiday shall be an ordinary work day and in its place the preceding Friday shall be treated as the statutory holiday. Where a statutory holiday other than Christmas, Boxing Day and New Year's Day falls on a Friday, Saturday or Monday the chapel chair and the foreman may, at least thirty (30) days in advance of the statutory holiday designate employees to produce the Cowichan Pictorial on the statutory holiday and in that event in respect of those employees designated the statutory holiday shall be an ordinary work day and in its place the following Tuesday shall be treated as the statutory holiday.

APPRENTICES

SECTION 19. (a) Apprentices may be employed in the ratio of one to every six journeyman members of Communications, Energy and Paperworkers Union of Canada Local 2000 regularly employed. Provided, however, that no office shall be entitled to an apprentice unless at least two journeymen aside from the proprietor, shall be regularly employed in the composing room. When the senior apprentice is in the last year of his/her term, an additional apprentice may begin a regular apprenticeship if the office so desires.

(b) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employers shall be selected by the parties of this agreement. All provisions 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.

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

(d) Within 60 days the foreman and the apprentice committee must recommend the apprentice for membership in the Union or terminate his/her apprenticeship. If they recommend him/her for apprentice membership he/she must be admitted into the Union as an apprentice member. Apprentices shall be enrolled in and complete the Union's Course of Lessons in Printing (if required) before being admitted as journeyman members of the Union.

(e) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under journeymen on all work within the jurisdiction of the Union. Machinist apprentices must be trained on all phases of maintenance and repair of the composing room equipment under the direction of a journeyman 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.

(f) Should an apprentice be careless and neglectful of the duties required by those in control of his/her trade training, his/her case shall be referred to the Joint Apprenticeship Committee for review

and action.

(g) Apprentices shall undergo periodic reviews 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 his/her representative has the right to be present and take part in any and all reviews.

(h) Chapel Representatives 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 — whether 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 workers such fact must be set forth in the report.

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

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

(k) Apprentices shall receive not less than the following rates of wages:

	First six months, 60 per cent of scale; starting with the seventh month and every six months thereafter, 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%

(l) "The parties agree that when apprentices are hired as per the apprenticeship language in this collective agreement, no regular employee or the apprentice will lose his/her situation or incur a reduction in hours during the term of said apprenticeship."

STRUCK WORK

SECTION 20. The Union reserves to its members the right to refuse to execute any work which has been declared by the Union to be unfair and further reserves to its members the right to refuse to cross a legal picket line.

SANITATION

SECTION 21. The party of the first part agrees to furnish a clean, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room, and all machines or apparatus operated in the composing room, or in the rooms adjacent thereto, from which gases, dust or other impurities are produced or generated shall be equipped in such manner as to protect the health of employees.

ACCIDENT PAY

SECTION 22. In the case of an industrial accident, the Employer will pay the difference for one year, between the injured employee's normal weekly net wages and Worker's Compensation Board weekly rates, without prejudice.

SEVERANCE PAY

SECTION 23. In the event of a bargaining unit employee losing employment for any reason other than for just cause, voluntary resignation or retirement, said employee shall receive severance pay in a lump sum at the rate of one week's wages for each six (6)

months of priority in the office, up to a maximum of twenty-six (26) weeks pay effective January 1, 2006. The Employer agrees to give the Union sixty (60) days written notice of closure of any publication or any department within a branch of the Company's operation.

JURY DUTY

SECTION 24. Employees called to serve on juries or called for service by any legal court or tribunal, excluding self-initiated suits, shall receive their regular weekly salaries during such periods of service, less the amount of jury or witness fees.

To qualify, an employee must produce proof that absence was due to serving the court and must report for work whenever excused from court duty for one-half (1/2) day or more.

CALL BACK

SECTION 25. Employees who are called back to work after the conclusion of a shift shall receive one hour's pay at straight time rates in addition to the overtime rates for work performed.

BEREAVEMENT LEAVE AND PAY

SECTION 26. An employee will be granted up to five (5) days leave of absence with pay in the event of a death of a spouse, child, parent, brother or sister, or of an out-of-province bereavement. Three (3) days leave of absence with pay will be granted in the event of the death of a member of the family which includes all in-laws, grandparents, grandchildren, mother-in-law, father-in-law and legal guardian.

The Employer agrees to recognize common-law relationships and same-sex spouses under this clause.: (Common-law and same sex-spouses are those who have co-habitated for a period of not less than twelve months)

CEP MULTI-EMPLOYER PENSION PLAN

All unionized employees shall be members of the CEP Multi-Employer Pension Plan.

SECTION 27. (a) Effective date of ratification, the Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), four and one-half (4.5) per cent or a minimum \$6.50 per shift, whichever is greater, of the employee's gross wages, including premiums and bonuses, 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 Mrs. Anna Szanto, 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.

SICK PAY

SECTION 28. All employees covered by this Agreement shall be entitled, upon proof of sickness satisfactory to the Employer and the Union, two weeks sick leave at full pay, not necessarily consecutive, in each year, based on their anniversary date. Unused sick leave shall be accumulated to a maximum of twenty-one (21) days and may be used for extended sickness, but shall not be paid out to the employee upon termination.

At the option of the employee the value of the employee's accumulated sick leave (if any) may be used to make up the difference between the weekly benefits received under the Printing Industry Health and Welfare Plan and the employee's regular normal time take home pay.

HEALTH AND WELFARE

SECTION 29. The Employer agrees to join and/or continue as a participating employer of the Printing Industry Welfare Plan effected by the Agreements dated July 19, 1961, and August 15, 1963, between the Communications, Energy and Paperworkers Union of Canada, Local 2000 and the Graphic Arts Association of British Columbia (acting on behalf of the participating employers), the benefits under which may only be changed by agreement between the Communications, Energy and Paperworkers Union of Canada, Local 2000 and the Graphics Arts Association of British Columbia (acting on behalf of the participating employers).

All employees shall be covered by the Printing Industry Welfare Plan.

The following is a summary of benefits which will be provided:

(a) For employees and dependents:

Medical Services Plan will be provided for all employees and their dependents.

Dental — Printing Industry Health & Welfare Plan, 80% A, 50% B, 50% C. Orthodontics is for dependent children only. (\$1,500 lifetime limit).

Extended Health Care:

- \$25 deductible per calendar year (whether single or family)
- 100% of emergency expenses while travelling outside of the province or Canada.
- 80% of the first \$1,000 of all other eligible expenses, 100% thereafter
- \$1,000,000 lifetime maximum benefit
- Vision care \$250 maximum every 2 years. \$25.00 deductible/80% co-insurance. Eye exams included.

(b) Employees only

Weekly Indemnity:

- 60% of weekly earnings to a maximum of \$448.00 per week.
- The benefit is payable from the first day disabled due to an accident or from the fourth day disabled due to illness.

Payments will continue while you are disabled for a maximum of 52 weeks.

Long Term Disability:

- \$1,400 per month
- Monthly benefit cannot exceed 75% of normal earnings
- Monthly benefit is payable after expiration of Weekly indemnity benefits.
- Payments will continue to age 65 provided you are totally disabled.
- Employer agrees to issue advances to agreed upon employees for the purpose of assisting in purchasing prescription drugs and medications where it is recognized by both parties that the costs constitute a burden on said employee. These advances to be repaid upon termination of employment.

Group Life:

- \$50,000
- Benefit reduces by 50% at age 65 and terminates at age 70

Accidental Death & Dismemberment:

- \$50,000
- Scheduled amounts for dismemberment, loss of speech, hearing, etc.
- Benefit reduces by 50% at age 65 and terminates at age 70

The Company agrees that a common-law spouse or a same-sex spouse shall be covered by the benefit plan.: (Common-law and same sex-spouses are those who have co-habitated for a period of not less than twelve months).

H&W PREMIUMS

SECTION 30. All Health and Welfare premiums shall be paid 100% by the Employer for all employees in the composing room.

EXTRAORDINARY CIRCUMSTANCES

SECTION 31. Under extraordinary circumstances, such as fire, flood or disaster and power failures over which the Employer has no control, members may be required to get out the regular editions at time and one-half if work is not completed within regular hours.

UNION REPRESENTATIVE

SECTION 32. No Union member or representative shall be subject to any disciplinary action by the publisher and/or his/her representatives for any act in the performance of their duties as Union members or Union representatives.

MISCELLANEOUS

SECTION 33. (a) A sub, after working in an office for fifteen (15) days, shall not be discharged for incompetency, provided that the foreman has not previously notified the Chapel chair of the incompetency of said sub.

(b) Employees may claim new shifts, new starting times, new slide days and have a choice of vacation schedules in accordance with their priority standings.

(c) Nothing in this contract shall prevent an employer from paying over the scale or increasing benefits herein contained if he/she so desires.

(d) In the absence of anything herein provided, General Laws of The Communications, Energy and Paperworkers Union of Canada and the Bylaws of Local 2000 in effect at the signing date shall prevail.

SEXUAL & PERSONAL HARASSMENT

The company agrees that sexual and personal harassment will

not be tolerated and that if such incidents occur the necessary corrective action will be taken.

HARASSMENT POLICY

Both parties agree to develop and implement a harassment policy that will ensure a transparent, consistent, and expeditious resolution to harassment concerns/complaints in the workplace. This policy will be written into both collective agreements.

VDT RADIATION TESTING

SECTION 34. VDTs shall be checked annually by the Union to determine if the units are MPR II compliant. If the CRTs are not compliant, the Union shall so advise the Company. Any replacement of CRTs will ensure that non-compliant CRTs will be replaced first. Further, the Company agrees that every pregnant woman will have the option of being transferred to work which requires no more than four hours work on a VDT per shift during her pregnancy, at no loss of pay and with no other penalty.

MATERNITY LEAVE

SECTION 35. Maternity leave will be granted upon request and in conformity with the time periods specified in the Employment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the wages 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 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 notice prior to returning.

PARENTAL AND ADOPTION LEAVE

SECTION 36. Two days parental leave or adoption leave without pay shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child. Additional travel time will be granted where necessary. (Adoption application — infant up to two (2) years of age).

DUES CHECK-OFF

SECTION 37. The Company shall deduct membership dues bi-weekly from the earnings of each member of the Union working for the Company and shall remit said funds to the Union monthly. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished the Company each month by the Secretary-Treasurer of the Union.

Members shall be required to sign an authorization for deduction by the Company in the following form:

**ASSIGNMENT AND AUTHORIZATION
TO CHECK OFF**

Communications, Energy and Paperworkers Union of Canada, Local
2000 DUES

To:

I hereby assign to the Communications, Energy and Paperworkers Union of Canada Local 2000, and authorize you to deduct bi-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)

IN WITNESS WHEREOF we have hereunto set our hands and seal

thisday of 20.....

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA, LOCAL 2000

.....
For the Union

COWICHAN NEWS-LEADER AND PICTORIAL,
(A Division of Black Press Group Limited)

.....
For the Company

LABEL AGREEMENT

THESE ARTICLES OF AGREEMENT, entered into this

..... day of 20.....

by and between Cowichan News Leader and Pictorial,
(A Division of Black Press Group Limited)
party of the first part, and

Communications, Energy and Paperworkers Union of Canada, Local
2000
party of the second part

WITNESSETH, that the said party of the first part, in consideration of the use and privilege of the Union label, owned and controlled by the party of the second part, as agents for the Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, not to use the label or trademark upon anything but the strict production of Union labour, and to neither loan nor duplicate said trademark, or use the same on any printed matter without imprint or trading name except by permission of the party of the second part.

The said party of the first part further agrees to pay the adopted scale of wages of the party of the second part hereto attached, and to comply with all its laws and those of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

Any violation of this Agreement, shall make it null and void, and all cuts, electrotypes or stamps of the label or trademark of the party of the second part, in the possession of the party of the first part, shall immediately be delivered to the party of the second part and further use of the same after such annulment by said party of the first part shall be without warrant and illegal.

This contract shall immediately become null and void in the event the charter of the said Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, is suspended or surrendered, and all Union labels shall be immediately returned to the proper authorities.

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA, LOCAL 2000

.....
For the Union

COWICHAN NEWS-LEADER AND PICTORIAL,
(A Division of Black Press Group Limited)

.....
For the Company

**LETTER OF AGREEMENT No. 1
BY AND BETWEEN**

**COWICHAN NEWS-LEADER AND PICTORIAL,
(A Division of Black Press Group Limited)**

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

SICK LEAVE

It is understood and agreed that employees who have accumulated more than 21 days of unused sick leave by December 31, 1987, shall have such days maintained until used for sick leave.

Dated this day of 20.....

.....
For the Company

.....
For the Union

**LETTER OF AGREEMENT No. 2
BY AND BETWEEN**

**COWICHAN NEWS-LEADER AND PICTORIAL,
(A Division of Black Press Group Limited)**

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

CAMERA WORK FUNCTIONS

With respect to camera work functions (i.e. shooting of pages, stripping and opaqing of negatives) being transferred from the Cowichan News Leader Composing Room Production Department, the following shall apply:

- 1) The transferring of said work functions shall be without prejudice to the Union's jurisdiction clause in the mechanical collective agreement between the parties.
- 2) That the above stated work functions shall only be transferred to a Union shop within the printing industry.
- 3) That when the volume of work functions amounts to 37 1/2 hours weekly then that work shall be returned to the Composing Room Production Department of the Cowichan News Leader.

Dated this day of 20.....

.....
For the Company

.....
For the Union

**LETTER OF AGREEMENT No. 3
BY AND BETWEEN**

**COWICHAN NEWS-LEADER AND PICTORIAL,
(A Division of Black Press Group Limited)
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

VACATIONS

It is understood and agreed that the following employees shall receive the noted increases in wage, effective January 1, 1988, in addition to the regular journeyerson rate.

It is further understood and agreed that these are fixed amounts not subject to inflationary or other increases.

Don Kiser31 cents per hour

Dated this day of 20.....

.....
For the Company

.....
For the Union

**LETTER OF AGREEMENT No. 4
BY AND BETWEEN**

**COWICHAN NEWS-LEADER AND PICTORIAL,
(A Division of Black Press Group Limited)
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

SICK LEAVE COMMITTEE

Both parties to this collective agreement will appoint two representatives each to a committee to discuss the sick leave experience and develop recommendations, if necessary, to the bargaining unit. It is agreed that this committee will meet on Company time, without loss in pay.

Dated this day of 20.....

.....
For the Company

.....
For the Union

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.

