

**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)

NON-MECHANICAL

Effective January 1, 2006 to December 31, 2009



**CONTRACT AND
SCALE OF WAGES
COWICHAN NEWS LEADER AND
COWICHAN PICTORIAL EMPLOYEES**

**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. This Agreement covers all employees of the Cowichan News Leader and Pictorial Division in the Editorial, Circulation, Advertising, Classified, Business Office and Accounting, Promotion and Public Relations departments.

Composing Room, Pressroom and the following employees are excluded from the unit: Publisher, Assistant Publisher, Office Manager, Sales Manager and the Managing Editor.

SECTION 2. This entire agreement is predicated upon the understanding that only members of the Communications, Energy and Paperworkers Union of Canada, Local 2000 covered by the terms of this agreement will do all work under the union's jurisdiction, subject to the conditions in Section 1.

SECTION 3. Subject to Section 1 of this agreement the Company shall require as a condition of employment of any new employee that he/she shall on date of employment, become and remain a member of the Union in good standing, and that all present members of the Communications, Energy and Paper workers Union of Canada shall remain in good standing during the life of this Agreement. The employer shall immediately terminate the employment of any employee who fails to comply with this section.

WAGES AND HOURS

SECTION 4. (a) Payment of wages shall be made bi-weekly, except when a statutory holiday falls on a regular payday, payment of wages shall be made prior to the holiday.

(b) A day's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunchtime). The hours of work shall be between 7:00 a.m. and 6:00 p.m. on the same day.

(c) A night's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunchtime). The hours of work shall be between 6:00 p.m. and 4:00 a.m.

(d) When a split shift is worked, part day and part night, the employee has the option of working seven (7) hours and being paid for seven and one-half (7 1/2) hours or working seven and one-half

(7 1/2) hours and being paid for eight (8) hours.

(e) A week's work shall consist of five consecutive shifts to be worked between Monday and Saturday. Reasonable notice shall be given when a member is required to change his/her off day.

(f) No member covered by this agreement shall be employed for less than a full shift, except when excused at the employee's request.

(g) No member shall be employed for less than the overtime rates for any work done on a Sunday, a holiday or on an off day or off night.

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

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

(j) When a member is required to work on a Sunday, double time shall be paid. When a member is required to work on a holiday, he/she shall receive double time in addition to the straight time day rate.

(k) All work performed by day shifts on Sundays shall be paid for at double 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.

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

Reporters required to work overtime hours shall bank said hours at applicable overtime rates, to be taken at the discretion of the editor. Should accumulated time off exceed one week of total overtime hours owed the excess must be paid out in cash at the next pay period.

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

Commencing January 15, 2000, the following rates of pay shall be in effect:

Reporter No 1—Proficient all-round reporter including news photography.

REPORTERS

| | Jan. 1/2006 | Jan. 1/2007 | Jan. 1/2008 | Jan. 1/2009 |
|-----------|----------------|----------------|----------------|----------------|
| | 1.75% | 2.00% | 2.00% | 2.00% |
| No. 1 | \$20.24 | \$20.64 | \$21.05 | \$21.47 |
| Interim | \$19.34 | \$19.73 | \$20.12 | \$20.52 |
| No. 2 | \$18.46 | \$18.83 | \$19.21 | \$19.59 |
| No. 3 | \$16.43 | \$16.76 | \$17.10 | \$17.44 |
| No. 4 | \$15.10 | \$15.40 | \$15.71 | \$16.02 |
| Probation | \$13.88 | \$14.16 | \$14.44 | \$14.73 |

Reporters or photographers who are asked to cover an assignment after the end of their shift will be paid a minimum of one hour's pay at prevailing rate (i.e. overtime rate).

Advertising Salesperson No. 1—Proficient all-round salesperson and promoter capable of doing tentative layout.

**ADVERTISING
SALES**

| | Jan. 1/2006 | Jan. 1/2007 | Jan. 1/2008 | Jan. 1/2009 |
|-----------|----------------|----------------|----------------|----------------|
| | 1.75% | 2.00% | 2.00% | 2.00% |
| No. 1 | \$16.55 | \$16.88 | \$17.22 | \$17.56 |
| Interim | \$16.03 | \$16.35 | \$16.68 | \$17.01 |
| No. 2 | \$15.50 | \$15.81 | \$16.13 | \$16.45 |
| No. 3 | \$13.63 | \$13.90 | \$14.18 | \$14.46 |
| No. 4 | \$12.42 | \$12.67 | \$12.92 | \$13.18 |
| Probation | \$11.79 | \$12.03 | \$12.27 | \$12.52 |

**OFFICE
CLERK &
CLASSIFIED**

| | Jan. 1/2006 | Jan. 1/2007 | Jan. 1/2008 | Jan. 1/2009 |
|-----------|----------------|----------------|----------------|----------------|
| | 1.75% | 2.00% | 2.00% | 2.00% |
| No. 1 | \$16.06 | \$16.38 | \$16.71 | \$17.04 |
| Interim | \$15.49 | \$15.80 | \$16.12 | \$16.44 |
| No. 2 | \$14.86 | \$15.16 | \$15.46 | \$15.77 |
| No. 3 | \$13.63 | \$13.90 | \$14.18 | \$14.46 |
| No. 4 | \$12.42 | \$12.67 | \$12.92 | \$13.18 |
| Probation | \$11.79 | \$12.03 | \$12.27 | \$12.52 |

Employees working as reporters, advertising sales and office clerks, having worked for a period of one year in the No. 2 classification, shall advance to the interim position for a further six months, at a rate of 50% of the difference between Classification No. 1 and No. 2, then advance to the No. 1 position.

All employees shall be on probation for not more than the first 90 calendar days of employment.

The probation period shall be considered a part of the 4th grid level.

In the application of the minimum wage schedule of this Agreement employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion. The Union representative shall be present at the time of such classification. The employee shall advance through subsequent step-up increases, as provided, based on the anniversary hiring date of each employee.

Part-time employees shall be credited with one (1) year's service for each two years or 1,950 hours worked for classification (whichever occurs first).

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

Preference shall be given to present employees in the filling of any openings in any department of the Company without loss of accrued service credits.

When a member is asked to perform work in a higher work classification he/she shall be paid at the higher rate of pay for that classification provided they do not require supervision.

It is agreed that a reporter replacing the Managing Editor shall

receive an additional 15% in wages.

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

Employees who use their automobiles in the service of the Employer shall be compensated in the following manner:

| | |
|-----------------------------------|--------------------|
| Reporters and In-Town Sales | \$180.00 per month |
| Out-of-Town Sales | \$235.00 per month |
| Circulation | \$130.00 per month |

Such compensation shall be paid monthly. The Employer agrees to pay \$60.00 per employee upon proof of purchase of Business Insurance. Each category to increase by \$10.00 per month at the beginning of the third year (January 1, 2008).

Employees who are required to use their own camera equipment in the performance of their duties for the company shall receive \$35 per month paid monthly.

HOLIDAYS AND VACATIONS

SECTION 5. (a) All members covered by this Agreement with one year's service shall receive 3 (three) weeks vacation with pay; and thereafter an additional 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 department head. 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 inclusive, unless otherwise requested by the employee.

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

(c) 3 (three) weeks 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 department head.

(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 original 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) Casual employees who work 150 shifts in a calendar year shall receive vacations as outlined in Section 5. 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. Casual employees shall receive eight (8) per cent of earned wages to cover all vacation pay and statutory holidays (except as provided for in Section 6 [d]).

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

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

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

STATUTORY HOLIDAYS

SECTION 6. (a) 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, 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 employees scheduled to work on above named holidays, shall receive straight time pay when not required to report. If required to report, they shall be paid double time in addition thereto.

(c) An employee failing to receive a paid recognized 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) All employees terminating with less than ninety (90) days' service with the Company shall receive four (4) per cent of earned wages to cover all vacation pay and statutory holidays. Permanent employees shall receive vacation credits as provided in Section 5.

ACCIDENT PAY

SECTION 7. In the case of an industrial accident, the Employer will pay the difference for one (1) year, between the injured employee’s normal weekly net wages and Worker’s Compensation Board weekly rates, without prejudice.

INTERPRETATION and GRIEVANCE PROCEDURE

SECTION 8. (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.

INFORMATION

SECTION 9. The Company shall furnish the Union a monthly list showing:

- (a) Name, hiring date, contract classification, starting salary.
- (b) Changes in classification, any salary changes by reason thereof, and effective date.
- (c) Terminations, retirements, job vacancies and deaths.
- (d) The Company shall require, as a condition of employment, that each employee shall complete and sign an application for membership in the Communications, Energy and Paperworkers Union of Canada, Local 2000.

DUES CHECK-OFF

SECTION 10. 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

ISLAND PUBLISHERS LTD.

.....
For the Company

STRUCK WORK

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

JURY DUTY

SECTION 12. 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.

BEREAVEMENT LEAVE AND PAY

SECTION 13. 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)

SEVERANCE PAY

SECTION 14. 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.

SICK LEAVE

SECTION 15. 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 16. 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 PAYMENTS

SECTION 17. All Health and Welfare premiums shall be paid 80% by the Employer, 20% by the employee.

SANITATION

SECTION 18. There shall be furnished at all times a sufficiently ventilated, properly heated and lighted place for the performance of all work performed by members working under this agreement. Local 2000 reserves the right to secure the services of sanitary and ventilation experts, at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the municipal health officer for verification, whose report shall be final and carried out as soon as practicable.

LUNCH TIME

SECTION 19. Lunch time (which shall be not less than one-half hour or more than one hour) must be not more than four hours from starting time, except in cases of emergency.

CEP MULTI-EMPLOYER PENSION PLAN

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

SECTION 20. (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.

TECHNOLOGICAL CHANGE

SECTION 21. (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 ten (10).

MISCELLANEOUS

SECTION 22. (a) The employer 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. A discharged employee shall have the right to challenge the fairness of any reason

for discharge in writing. Demand for written reason for discharge shall be made within seventy-two (72) hours after the employee is informed of discharge.

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

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

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.

SUMMER/CO-OP STUDENTS

It is agreed that summer students or co-op students may be hired for summer vacation relief for a period not to exceed four (4) months.

It is understood that such summer/co-op students shall in no case cause a current employee to lose his/her situation or have reduced hours as a result of such a student/co-op hire.

It is further agreed that summer/co-op students shall not be used to increase staff due to increasing volume of the paper.

Summer/co-op students shall be covered under all sections of the Collective Agreement and shall be remunerated at fifty-five (55%) percent of the applicable No. 1 rate in the Collective Agreement.

JOB SHARING

In the event that two or more employees request job sharing of a same or similar job, all parties shall meet to determine the feasibility of such a request. If the request is granted, the parties shall consider and agree to the appropriate sharing of all aspects of the job, including benefits. Any party may terminate the job sharing agreement on 60 days' written notice.

UNION REPRESENTATIVE

SECTION 23. No Union members or representatives shall be subject to any disciplinary action by the Employer or his/her representatives for any act in the performance of their duties as Union members or Union Representatives.

LIBEL ACTION

SECTION 24. When an employee is named in a libel action in addition to the Company, as a result of publication of an article(s), the Company shall assume all expenses incurred by the employee, including fees and expenses of legal counsel retained by the employer and shall indemnify such employee against any monetary loss, including, but not limited to fines, damages, or loss of pay.

In the event that an employee and the Company are named in a

libel action, the Company shall choose the legal counsel. In no case shall an employee suffer loss of wages, employee status or benefits under this contract as a result of the employee being named with the Company in any libel action.

PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

SECTION 25. Any employee may refuse, without penalty or prejudice, to give up custody or disclose to any party other than the publisher, any knowledge, information, notes, records, documents, films, photographs, or tapes, or the source thereof, which relate to news, commentary, advertising, or the establishment and maintenance of his/her sources, in connection with his/her employment. The publisher shall not give up custody of or disclose any of the above without consent of the employee, and likewise the employee shall not give up custody of or, disclose any of the above without consent of the publisher, except by the order of the Court.

The publisher shall notify the employee concerned, and the Union, of any demand on the publisher for such surrender or disclosure of authentication.

USE OF BY-LINE and SYNDICATE COMPENSATION

SECTION 26. An employee's by-line shall not be used over his/her protest. Whenever possible, factual changes in material submitted shall be brought to the reporter's attention before publication. If a reporter cannot be contacted prior to publication, his/her by-line shall be removed.

If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior notification to the reporter concerned.

When the product of an employee's work is made available by the Company for profit to any enterprise other than the one in which they are employed (not including another division of the Company or co-operative arrangements with news services), the Company shall compensate said employee for such other use at a rate to be mutually agreed between the Company and the employee.

TEMPORARY AND PART-TIME EMPLOYEES

SECTION 27. (a) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three months, except by mutual agreement. The Union shall be notified in writing as to the nature of the employment and the duration of such employment. A part-time employee is one who is hired to work regularly less than 75 per cent of the workweek provided for in this agreement.

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

(c) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience. All part-time employees hired prior to Nov. 1, 1979, shall advance on the schedule of minimum salaries according to length of employment and not the actual hours worked.

(d) In the event of a part-time or temporary employee becoming a full-time employee, he/she shall be credited at least with actual time previously served.

VDT RADIATION TESTING

SECTION 28. 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 29. 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 30. 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).

IN WITNESS WHEREOF we have hereunto set our hand and seal
thisday of 20.....

COMMUNICATION, 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.....

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For the Company

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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**

**MODIFIED RAND FORMULA
FOR TWO SALES POSITIONS**

It is agreed that **Renate Schade** and **Dave Darwin** currently occupy positions that do not require them to become members of the Union. However, they shall pay to the Union an amount equivalent to what they would pay had they been members of the Union. Replacements for Renate Schade and Dave Darwin shall, at their option, choose to become members of the Union for as long as five sales positions are maintained. In the event that there are fewer than five sales positions the exemptions shall be reduced to one through attrition. (With the understanding that both sides agree to research the rational for this language and that in the absence of a compelling reason both sides agree to amend the letter with respect to future replacements in these two positions. Specifically the option for future members to opt out of the union membership will be removed.)

Dated this day of 20.....

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For the Company

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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**

SEVERANCE PAY/VACATION ENTITLEMENT

It is agreed that persons accepting severance pay shall forfeit any future claim to additional severance pay for the period of time for which severance pay has been received. Employees who are subsequently recalled to work shall be credited with past service credits for vacation entitlement.

Dated this day of 20.....

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For the Company

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For the Union