



COLLECTIVE AGREEMENT

between

XTRA! WEST

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
(CEP) LOCAL 2000**

in effect until April 22, 2011



COLLECTIVE AGREEMENT

between

XTRA! WEST

through authorized representatives
(sometimes hereinafter referred to as the
Employer)

OF THE FIRST PART

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA (CEP) LOCAL 2000

(sometimes hereinafter referred to as the
Union)

OF THE SECOND PART

TERM

The term shall be from the date of
ratification to April 22, 2011.

between

XTRA! WEST

through authorized representatives
(sometimes hereinafter referred to as the
Employer)

OF THE FIRST PART

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA (CEP) LOCAL 2000

(sometimes hereinafter referred to as the
Union)

OF THE SECOND PART

PREAMBLE

Notwithstanding anything contained in
this Collective Agreement, it is clearly
understood that the Mission Statement
does not form a part of this Collective
Agreement, its contents are Company
policy and as such, its contents are
neither negotiable nor arbitrable.

MISCELLANEOUS

Both parties agree to observe and abide
by the terms of the BC Human Rights
Code.

DEFINITION OF SENIORITY

Where specified in this Collective
Agreement:

Seniority shall mean the length of
continuous service.

Departmental seniority shall mean the
length of continuous service within a
department.

Classification seniority shall mean the
length of continuous service within a
classification.

Length of continuous service shall not be
severed by:

All unpaid leaves under Section 6 –
Leaves of Absence.

All parental/family responsibility leaves.

All paid leaves of absence.

SECTION 1 - COVERAGE

(a) This Agreement shall cover the
employees of Xtra! West, save and

except the following positions: Publisher/Editor in Chief, Associate Publisher, Advertising Manager, Business Manager, Managing Editor, Editorial Freelancers including writers, photographers, stringers, freelance salespersons and casual positions.

(b) Subject to Section 1 of this Agreement, the Employer shall require as a condition of employment of any new employees that they shall on date of employment, become and remain members of the Union in good standing, and that all present members of the Communications, Energy and Paperworkers Union of Canada, Local 2000, shall remain in good standing during the life of the Agreement. The Union shall not unreasonably withhold or withdraw membership from any employee subject to the Union's Constitution, and By-Laws. Notwithstanding the foregoing, the Union's Constitution and By-Laws do not form a part of this Collective Agreement.

(c) New or additional work which results from the introduction/installation of equipment and/or adoption of processes designed as a substitute for, or evolution of, work previously or presently performed related to the production of the above mentioned community newspaper by employees within the said departments is recognized as the jurisdiction of the Union and shall be assigned within the jurisdiction of the Union.

MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage, control and direct the workforce, including the right to hire, fire, discipline, discharge or lay-off employees, except as is otherwise

specifically stated in this Agreement. The Employer may take its Mission Statement into account in managing and directing the workforce and will do so in a fair and reasonable manner.

SECTION 2 – HOURS OF WORK

(a) Except as set out below, all employees shall work a normal shift cycle. The normal shift cycle shall be 7 (seven) hours in a day and 35 (thirty-five) hours in a week.

(b) Employees are entitled to an unpaid lunch break not to exceed one (1) hour and two paid 15-minute coffee breaks.

(c) The Employer shall have the right to implement a normal shift cycle, which requires employees to work Saturday and/or Sunday, subject to the following requirements:

1. The revised schedule will only be implemented for employees working in customer service and production.

2. The revised schedule will only apply to employees hired after the ratification of the Collective Agreement, or to existing employees by mutual agreement.

3. The revised schedule will only be implemented after prior consultation and a minimum of four (4) weeks notice to the union.

4. The Employer shall not reduce the hours of work of any employee as a result of implementing a revised schedule under this provision.

5. The revised schedule shall provide for two (2) consecutive days off.

LETTER OF UNDERSTANDING – HOURS OF WORK

1. The Union may request a 4-day workweek arrangement in specific departments.
2. Implementation by mutual agreement.
3. Without prejudice to any other requests.
4. Details to be contained in Letter of Agreement.
5. May be cancelled by either party with thirty (30) days notice.

SECTION 3 - OVERTIME

- (a) Subject to Section 4, employees working a normal shift cycle shall be compensated for overtime with time off with pay calculated on the following basis: time and a half for all hours worked in excess of 35 (thirty-five) hours in a week, and double time for all hours worked in excess of 48 (forty-eight) hours in a week.
- (b) Each employee shall obtain prior written authorization from the Publisher or the Publisher's delegate before working overtime.
- (c) Subject to Section 4, employees working a normal shift cycle shall be compensated for overtime with pay on the following basis: time and a half, for all hours worked in excess of 35 (thirty-five) hours in a week, double time for all hours worked in excess of 48 (forty-eight) hours in a week. Employees will have the option of banking overtime and taking time off in lieu of pay calculated on the above basis. Should an employee choose to take time off in lieu, such time

shall be mutually agreed between the Employer and the employee. If the employee's time off is not taken within 3 (three) months of the overtime being incurred, the Employer shall pay out outstanding overtime.

- (d) No employee of the Company shall refuse to work a reasonable amount of overtime, unless excused for health reasons. During production of the Pride issue, the two (2) Home and Garden supplements and the Christmas selling period, it is understood that employees may be required to work additional overtime. The company shall keep a record of all overtime worked; such records shall be made available to the Union on request.

SECTION 4 – WAGE & CLASSIFICATION SCHEDULE

- (a) Wages and Classifications shall be set out in Appendix "A" of this Collective Agreement.
- (b) After an employee has performed the core functions of a higher rated job for a minimum of one day the employee will be paid at the higher rate for the duration of the assignment including the first day.
- (c) Wages shall be paid by noon on paydays. (See Appendix "A" for Wages and hourly rate equivalents.)

SECTION 5 – HOLIDAYS & VACATION

- (a) All permanent employees covered by this Agreement in the first year of service shall have three (3) weeks vacation with pay. An employee may request holidays once their three (3) month probation period has passed. The

number of days allowed is based on the prescribed amount for the employee's anniversary date pro-rated to the calendar year. The next increments in vacation are as follows:

After three (3) years service – four (4) weeks vacation

After four (4) years service – four (4) weeks plus one (1) day

After five (5) years service – four (4) weeks plus two (2) days

After six (6) years service – four (4) weeks plus three (3) days

After seven (7) years service – five (5) weeks vacation

After fifteen (15) years service - six (6) weeks vacation.

(b) Calculation of vacation credits shall be from the date of employment and it is clearly understood that length of vacation is determined from each employee's last date of hire. Employees transferred between the Company's locations and/or enterprises shall receive full continuity of service in the computation of credits under the terms of this agreement.

(c) Each employee must receive his/her full-earned vacation in the calendar year that the anniversary date is reached. If an employee is unable to receive 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 earned vacation credits in the succeeding year.

(d) There shall be twelve (12) recognized holidays, as follows:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
BC Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Birthday

And any other statutory holiday declared, proclaimed or celebrated by the Federal or BC Provincial government.

(e) Employees who are required to work on a statutory holiday shall be compensated with time off with pay calculated on the basis of double time for all hours worked. In addition, employees shall be given a day off with pay. All time off with pay to which an employee is entitled under this section shall be taken at a mutually convenient time agreed between the employee and the Publisher or the Publisher's designate.

(f) Employees shall obtain prior written authorization from the Publisher or the Publisher's designate before working on a statutory holiday.

(g) Vacation pay for the period of vacation to be taken may be paid at least seven (7) days before the start of the vacation period provided the employee advises the Employer no later than fifteen (15) days prior to the commencement of the vacation. If the employee fails to advise the Employer, vacation pay shall

be paid on the regular payday preceding the vacation.

(h) The Employer shall permit a minimum of two (2) employees to be on vacation at any one time subject to workflow considerations. It is understood that, depending on workflow considerations, it may not be possible for two (2) or more people in the same department to be on vacation at the same time. Vacations may be limited in the month prior to the Pride issue, the month prior to the Christmas issue and the two weeks prior to the Home and Garden issues. Employees shall be allowed to claim their maximum vacation entitlement in priority order. Employees will submit their proposed vacation schedule by February 28 of each year.

(i) Employees covered under this agreement shall receive service credits for the purposes of vacation of not more than one month for each of jury duty, sick days, statutory holidays, or when acting for the Union on Company-Union business, and of not more than one year of WCB.

(j) Vacation pay shall be 2% for each week of vacation entitlement based on the employee's current straight time rate, or the previous year's gross income as determined by the previous year's T-4 slip (which shall include wages, salary, overtime and commissions), whichever is greater. The calculation shall exclude any taxable benefits paid by the company on the employee's behalf.

(k) Where an employee's employment terminates partway through a year, the employee's vacation entitlement for the year of termination will be prorated.

SECTION 6 – UNPAID LEAVE OF ABSENCE

I. UNPAID LEAVE OF ABSENCE

(a) After six (6) months of continuous service an employee may request, and the Employer, in its discretion and subject to operational requirements, may grant an unpaid leave of absence for up to two (2) weeks, which shall be scheduled at a mutually agreeable time, provided however, that no more than one (1) employee shall be on leave of absence at any one time.

(b) After one (1) year of continuous service, an employee may request and the Employer may, in its discretion, grant an unpaid extended leave of absence for up to six (6) months subject to operational requirements and providing that a suitable replacement to ensure the proper operation of the Employer's business can be found and, further, subject to the following:

1. Requests for leaves of absence exceeding two (2) weeks will be considered on a first come first served basis, and must be submitted in writing at least one (1) month in advance of the commencement of the leave;

2. No more than one (1) employee shall be on extended leave of absence at any one time;

3. The employee will not be granted an extended leave within one (1) year after the expiry of a short term leave of absence; and

4. The employee shall not be granted another extended leave under

this section for three (3) years after the expiry of the last extended leave.

(c) If an employee is elected or appointed to a position in the CEP National Union, or CLC, or CEP Local 2000, or any organization with which the CEP is affiliated, he/she shall be given a leave of absence upon request and shall be reinstated in the same or a comparable position when the leave expires. Time off without pay will be provided to union members who are selected as a representative of the Union for attending union school and seminars, and on union business. The employee shall return to work immediately after the leave, unless mutually agreed otherwise. Failure to return to work within seven (7) days of the end of the leave, or otherwise agreed date, will constitute resignation by the employee.

(d) A leave of absence without pay will be granted to an employee who requests such leave for the purpose of becoming a candidate for a public office, or for a political party. If an employee who is granted leave of absence for this purpose is successful in his/her bid for such position, their employment will be terminated. If the employee is unsuccessful, then he/she shall return to work within seven (7) days of the date of the election, and be reinstated in the same or comparable position. Failure to return to work within seven (7) days will constitute resignation by the employee.

II. JURY DUTY

(a) When an employee is called for service as a juror or subpoenaed as a Crown witness he/she shall be paid the difference between the wages he/she received and the amount of earnings lost

by him/her by reason of such service to a maximum of two (2) months. Where sales commissions are involved, earnings shall include an average amount to be calculated on the basis of the previous one-year's commissions earned plus the base rate. To qualify, an employee must produce proof that his/her absence was due to service as a juror or Crown witness and he/she must make himself/herself available to work whenever excused from jury duty or as a Crown witness for 1/2 day or more.

III. BEREAVEMENT LEAVE

(a) In the event of death in a member's immediate family, chosen family, parents, step-parents, sister or brother, step-sister or step-brother, spouse or children, parents of spouse, grand-parents and grand-children, the member shall be entitled to be absent from work for a period of up to, but not more than, four (4) of his/her regular working days. During such absence, the member shall be compensated for his/her earnings based on the hourly classification rate for such regular working time lost. Where sales commissions are involved, earnings shall include an average amount to be calculated on the basis of the previous six (6) months commissions earned, plus the base rate.

An additional one (1) day may be taken if the funeral is held more than 300 km from the work site, or for the death of a spouse or child.

In this section, "Chosen Family" means up to four (4) persons designated by the employee by submitting a written notice to the Employer within thirty (30) days of the date of ratification of the Collective

Agreement, or the date of the employee's hire, whichever comes first. The employee may update his/her Chosen Family annually.

IV. GENERAL

(a) Leaves provided in Section 6 shall not constitute a break in service for the purpose of calculating severance pay, vacation credits and other benefits.

(b) During any leave of more than two (2) weeks, vacation pay and sick time credits shall not be accrued.

(c) The Employer may hire an employee to replace the employee taking any leave of absence of more than two (2) weeks. The replacement employee shall be considered a temporary employee whose term shall last only for the duration of the leave of the employee they replace.

SECTION 7 – MISCELLANEOUS EXPENSES

(a) Where an employee uses a personal automobile for work, they shall be paid 40 cents per kilometre, provided they get prior authorization from the Employer and supply documentation verifying the kilometres driven.

(b) The Employer shall reimburse employees for all parking costs incurred while using a vehicle in the service of the Employer.

(c) Travel expenses while on Company business shall be paid to a maximum of the following rates when appropriate receipts are provided:

Hotel: The Company will pay the cost of hotel accommodation. The Employer will arrange all accommodation on the employee's behalf.

Meals: Per Diem of \$75 per day. Meal allowance is not transferable to other persons.

Air and ground transportation at the economy rate.

SECTION 8 – HIRING, TRANSFER & PROMOTIONS

(a) There shall be no discrimination on the basis of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of an employee or because an employee has been convicted of a criminal or summary conviction offense that is unrelated to the employee's employment, except where such discrimination is a bona fide occupational requirement. Discrimination shall be deemed to include sexual harassment.

(b) The Employer shall notify the Union of all bargaining unit vacancies. It shall give consideration to the hiring of all applicants, including any candidate supplied by the Union. The probationary period for a new Employee shall be three (3) months, which may be extended by mutual consent.

(c) Notice of any bargaining unit vacancy shall be posted on a designated bulletin board and provided to the Union. Employees desiring to fill such vacancies shall submit written applications within three (3) days of such posting provided that this may be extended to seven (7) days for employees who are away sick,

on vacation, or on out-of-town assignment.

(d) Promotions shall be based on merit, skills and ability. Where employees are judged to be equal, length of continuous service shall be the determining factor.

(e) Any employee promoted or transferred shall be given a trial period of three (3) months, which may be altered by mutual agreement of the Employer and the Union. At any time during the trial period, the employee may return to his/her previous classification and level without penalty. The employee's previous classification will be filled on a temporary basis until the trial period is completed.

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

(g) The trial period shall be included in determining length of service in an Employee's new classification. If the Employee returns to a previous classification, the period served in the new classification shall be added to the length of service in the previous classification.

(h) The parties agree to exclude the operation of subsection (2) and (3) of Section 50 of the Labor Code of British Columbia Act.

SECTION 9 - SANITATION

There shall be furnished at all times a healthy, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done by members working under this Agreement. There shall be a health and safety

committee as required by the WCB. The committee shall meet on a regular basis on company time and shall make recommendations to include, but not be limited to air quality, ergonomics (including the operation of typesetting, etc.), lighting, EMRs and other related concerns.

SECTION 10 – STRIKES & LOCKOUTS

There shall be no strikes or lockouts by the parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

SECTION 11 – STRUCK WORK

Communications, Energy and Paperworkers Union of Canada Local 2000 reserves to its members the right to refuse to execute any work coming from or destined for Employers or publications which have been declared by the Union to be unfair.

SECTION 12 – GRIEVANCE PROCEDURE

(a) Within thirty (30) days of the signing of this agreement a grievance committee of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union, shall be maintained; and in case of a vacancy, absence, or refusal of a representative to act, another shall be appointed.

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

be placed upon any section of this agreement, or alleged violation thereof, shall be referred to the Employer and shop steward, who shall attempt to resolve the problem. In the case of an employee grievance, the first step must be commenced within fifteen (15) calendar days of the time the employee became aware of, or reasonably ought to have become aware of the events giving rise to the grievance (this time may be extended by mutual agreement). The decision of the Employer and shop steward shall be reported immediately to the Employer and the Union. Should the Company representative and the shop steward be unable to reach a decision within forty-eight (48) hours (this time may be extended by mutual consent) the matter shall forthwith be referred to the grievance committee.

(c) The grievance committee shall meet within five (5) calendar days (this time may be extended by mutual consent). If a decision is reached by the grievance committee, it shall be binding on the parties.

(d) If the grievance committee cannot resolve the dispute within seven (7) calendar days of the meeting referred to in Section 12 (c), either party may, within fifteen (15) calendar days (this time may be extended by mutual agreement) refer the matter to arbitration by a one (1) or three (3) person panel, whose chair shall be selected by mutual agreement of the parties. The decision of the Arbitration Board shall be final and binding.

SECTION 13 – SECURITY OF EMPLOYMENT / SEVERANCE PAY / REDUCTION OF THE WORK FORCE

(a) The Employer agrees to provide severance pay of not less than one (1)

week's pay for every four (4) months of continuous service to a maximum of twelve (12) weeks to employees who are discharged to reduce the workforce, or by reason of consolidation, or suspension of the Company's operations in British Columbia.

(b) The employee has the right to a shop steward present at any meeting where discipline will be imposed.

(c) An employee may request a review of their personnel file. Upon request, the employee and/or the Union designate will be provided with copies of all material in his/her file. The employee will have the right to place in such file a response to anything contained therein which the employee deems to be adverse.

(d) In the event of discipline, the Employer will provide the employee with a copy of the written formal discipline and forward copies of the same to the Union.

(e) The Employer will not release any information in an employee's personnel file to an unrelated third party, other than the dates of the employee's employment, except:

In the proper operation of the Employer's business;

In the application of this collective agreement; or

As required by operation of law.

(f) There shall be no discipline or dismissal except for just and reasonable cause or as otherwise provided in this Collective Agreement.

(g) When it becomes necessary to decrease the force in a classification, such decrease shall be accomplished by discharging first the person or persons last employed in the classification. Should there be an increase in the force in the classification, the persons displaced through such cause shall be reinstated in reverse order in which they were discharged. Affected employees will remain on a recall list for twelve (12) months. Any employee not recalled by the end of that twelve (12) months period will be informed in writing that they will remain on the recall list but must inform the Employer every three (3) months of their interest to remain on that list and of any change in address and/or contact information. Failure to inform the Employer as outlined will result in the assumption that the employee no longer wishes to be on the recall list and as such shall be removed from that list. Offers of reinstatement must be accepted within one week.

(h) Any disciplinary letters relating to deficient work performance or work habits will be removed from an employee's file after twelve (12) months. Should there be more than one letter for instances of the same or related nature, they will be removed after twelve (12) months from the date of the most recent letter. This clause does not apply to disciplinary letters relating to misconduct, which will be removed from an employee's file after thirty (30) months.

SECTION 14 – SICK LEAVE & HEALTH & WELFARE

(a) Employees shall be entitled to sick leave credits of one and a half (1.5) days per month to a maximum of eighteen (18) days (prorated for par-time employees).

(b) The employer shall provide the following:

Full payment of MSP Premiums for each employee, spouse, and dependent.

The Employer will continue to pay premiums for the Co-operators. The Co-operators booklet, group benefit plan #7886-Vancouver Employees and, all benefits contained therein will form part of the collective agreement and be known hereafter as Appendix C.

Employer will pay premiums for Weekly Indemnity.

The Employer shall not be required to pay monthly premiums to an employee's dependents or spouse when they are eligible for coverage under same or similar plan provided at another place of employment.

There will be no reduction in the level of benefit coverage during the life of this Collective Agreement.

(c) All health and welfare benefits provided to spouses in this Collective Agreement shall be available regardless of sex or sexual orientation.

(d) The Employer may require an employee who is absent from work because of illness or injury to provide evidence of disability from a medical practitioner qualified to practice in the Province of British Columbia. Income continuity benefits such as short and long-term, disability benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

(e) The Employer may require an employee to be examined by a medical practitioner qualified to practice in British Columbia, in which case the Employer will pay the cost of examination.

(f) If an employee is sick for three (3) consecutive days or longer, a Doctor's letter is required unless dispensed with by the Employer.

SECTION 15 – TECH CHANGE

Definition: Any change in technology, method or procedure of operation during the period of a Collective Agreement which decreases the numbers of employees that existed when the current contract was negotiated with the Union, except for normal layoff, such as those occurring as a result of a decline in the volume of business. Prior to so introducing the Employer shall advise the Union. The Employer will give the Union sixty (60) calendar days notice of the introduction of technological change and will meet with the Union to discuss an adjustment plan. The Employer will provide up to three (3) months training to affected employees to afford them the opportunity to become proficient with the new technology.

SECTION 16 – PARENTAL LEAVE

I. Unpaid Leaves of Absence

Unpaid leaves of absence will be provided to employees for the birth or adoption of a child or for the termination of a pregnancy on the following basis:

(a) Parental leave of up to one (1) year will be granted upon request for the birth or adoption of a

child, the employee may use vacation credits during the EI waiting period.

(b) A leave of absence without pay for up to six (6) weeks will be granted upon request for termination of a pregnancy for reasons other than birth. This leave may be extended for up to six (6) weeks if an employee is unable to return to work for medical reasons relating to the termination of pregnancy.

(c) A request for parental leave must be made in writing at least one (1) month before the proposed start date, unless the leave is required on shorter notice for medical reasons relating to the birth. The employer may require a Doctor's note for a leave on shorter notice.

(d) Parental leave may start no sooner than eleven (11) weeks prior to the expected birth date.

(e) No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without his/her consent, because of leave under this section. Whenever possible, an employee returning from leave under this section shall be reinstated in his/her job or a substantially similar job at the salary he/she would have received had his/her employment with the Company been continuous.

(f) Section 6 (IV) applies to leaves of absence granted under this section.

(g) Failure to return at the end of a leave granted under this section shall be deemed a voluntary resignation.

(h) The Employer may require a Doctor's certificate in support of a request for a leave, extended leave, or a shorter leave.

(i) Notwithstanding the foregoing, where more than one employee takes a leave under this section in respect to the birth or adoption of the same child, the total of such leaves under this section shall not exceed one (1) year. No more than one (1) employee shall be off on leave at the same time in respect to the same child.

II. Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a member of the employee's immediate family.

Employees may use vacation or sick leave credits during family responsibility leave.

SECTION 17 – TEMPORARY & PART-TIME EMPLOYEES

(a) A Temporary employee is one employed for a specific project or period of time, in either case not to exceed six (6) months, except by mutual agreement. The Union shall be notified in writing as to the nature of the employment of any temporary employee and the duration of such employment.

(b) A Part-time employee is one who is hired to work regularly less than 75% of the workweek provided in this Agreement.

(c) Temporary and part-time employees shall join the Union.

(d) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for his/her classification. All statutory holidays and benefits shall be prorated.

(e) Temporary employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for his/her classification and they shall receive benefits as provided for in the Employment Standards Act.

(f) In the event of a temporary or part-time employee becoming a full-time permanent employee, and that employee has been working in that capacity uninterrupted for at least three (3) months, that employee will be credited with actual hours worked for the purpose of their seniority, vacation entitlement, benefit qualification period and their probationary period.

SECTION 18 – BY-LINES

(a) An employee's by-line will not be used over his/her protest. Whenever possible, factual changes in a story written by an employee shall be brought to the attention of the employee before publication. If an employee cannot be contacted prior to publication, his/her by-line shall be removed.

(b) Employees shall have the right to freelance in other publications that are not in direct or indirect competition with the Employer, provided it does not adversely affect their work performance. An employee may freelance in publications that directly or indirectly compete with the Employer, provided that

the employee shows the Employer the final version of the work the employee freelances and offers the Employer the right of first refusal to that work and the Employer refuses that offer. The Employer shall advise the employee of the Employer's decision within two (2) working days.

SECTION 19 – VIDEO DISPLAY TERMINALS

The Employer agrees to allow the Union to test for emissions upon request of members using VDTs.

SECTION 20 – UNION REPRESENTATIVE

(a) No Union representative shall be discriminated against by the Employer for carrying out the lawful instructions of the Union governing the interpretation, application or alleged violation of this agreement. The Union representative shall be permitted reasonable Company time to conduct Union business relating to grievances or potential grievances on the Employer's premises.

(b) The shop steward shall attend at an employee's request or the Company's request, any disciplinary meeting between the employee and the Company.

(c) No supervisor who is a member of the Union shall be interfered with nor disciplined by the Union for carrying out the provisions of this Agreement in accordance with the instructions of the Employer.

SECTION 21 – BULLETIN BOARD

The Company agrees to supply and maintain a suitable Union notice board for the posting of Union notices.

The bulletin board shall be for the exclusive use of the Union.

SECTION 22 – DUES CHECK OFF

On receipt of an authorization in the following form and from the date the employee becomes a member of the Union, the Employer shall deduct each and every month from the salary due the employee the amount as required by the Union with respect to monthly dues and agrees to remit such dues to the Union's Secretary-Treasurer no later than the 10th day of each month following. The Employer will provide a copy of the authorization form to new employees.

Language of authorization follows:

CHECK OFF AUTHORIZATION

I, the undersigned, freely and voluntarily authorize my employer, to deduct from my pay, initiation fees, monthly dues and/or assessments as established by Local 2000 of the COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA. This authorization is subject to conditions prescribed by the Collective Labour Agreement.

Date _____

Name _____

SECTION 23 – LABOUR MANAGEMENT COMMITTEE

On the request of either party, the parties shall meet at least once every three (3) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. The committee shall consist of a Union assigned representative from the workplace, and at the request of the Union, an officer of the Union, to meet with the publisher and/or his management representative.

SECTION 24 – PERSONAL HARASSMENT

The Employer and the Union agree to the principle of a workplace free of Personal Harassment. To that end, both parties agree to work co-operatively to implement the Personal Harassment Policy in Appendix "B".

Further to that end the Employer agrees to provide harassment training. An identified training company will take into account the Mission Statement and the unique workplace environment at Xtra! West. Training will be on company time and of no more than one day in duration for each employee. Such training will be provided no later than six (6) months after ratification of this agreement.

SECTION 25 – MULTIPLE COMPLAINTS

In the event that an employee or the Union commences a complaint under either the Human Rights Act or the Personal Harassment Policy, any step taken under the grievance or arbitration procedure alleging discrimination or

harassment shall be held in abeyance pending the outcome of those processes and, if those processes are taken to conclusion or settled, the grievance cannot be revived and no further grievance or arbitration shall be pursued relating to the same allegations.

SECTION 26 – EXTRAORDINARY CIRCUMSTANCES

In extraordinary circumstances (including power failure, fire, flood, major unanticipated equipment breakdown), employees may be required to produce regular editions at straight time rates if the work is not completed within regular hours.

SECTION 27 – SEXUAL ORIENTATION

Subject to the terms of the relevant benefit plans, benefits provided by this Collective Agreement to spouses shall be available to all spouses regardless of their sex or sexual orientation.

SECTION 28 - FLEXIBILITY

Because of the deadline driven nature of the business, where possible, there will be flexibility around coffee times, other breaks, start times and quit times.

SECTION 29 – COMPANY POLICY

(a) The Employer shall post all written company policy concerning employment conditions available to all employees.

(b) Written board policies and positions on controversial issues shall be posted.

SECTION 30 – COMMUNITY ACTIVISM

The Union and Company agrees that community activism is an asset to the Employer in creating community goodwill. Employees will be encouraged to participate as volunteer community activists.

The Employer may assign employees to work on community projects or events, in which case the employee will be paid in accordance with the hours worked and overtime provisions of this Agreement.

LETTER OF AGREEMENT - PARKING

The employer will continue to pay parking at the Employer's place of business or a mutually convenient location for employees who are required by the Employer to regularly use their vehicle for Company business. Should an employee who doesn't regularly require a vehicle for Company business be required by the Employer to use a vehicle for a specific day, parking at the Employer's place of business will be provided for on that day.

APPENDIX "A" – WAGES

	April 23, 2008	April 23, 2009	April 23, 2010
Office Coordinator	\$37,882.00	\$39,018.00	\$40,189.00
Editorial Design	\$38,924.00	\$40,092.00	\$41,294.00
Advertising Design	\$37,882.00	\$39,018.00	\$40,189.00
Classified Sales	\$35,283.00	\$35,988.00	\$36,708.00
Display Sales	\$35,000.00	\$35,700.00	\$36,414.00
Editor/Reporter	\$39,253.00	\$40,431.00	\$41,644.00
Circulation/Community Relations Coordinator	\$38,813.00	\$39,977.00	\$41,176.00

COMMISSIONS

Classified line ads and classified display ads commission structure:

\$0.00 - \$3500.00	6%
\$3501.00 – \$4500.00	8%
\$4501.00 – \$5500.00	10%
\$5501.00 – and up	12%

ROP display commission structure:

\$0.00 - \$3500.00	0%
\$3501.00 – and up	12%
Flyers 0.00 –	5%

The Employer shall pay commission as an advance, to be reconciled on receipt of collections. If the account is not paid within ninety (90) days, the commission paid will be deducted from monies owing to the salesperson. However, if the account is subsequently collected, and the salesperson was entitled to a commission, the salesperson will be paid the commission percentage of the collected monies.

**LETTER OF AGREEMENT –
CLASSIFIED SALES COMMISSION
STRUCTURE**

The classified sales commission structure will remain in force for the life of this Agreement.

**LETTER OF AGREEMENT RE: JAMES
WAUGH**

The Company agrees to pay the current difference in drug associated costs between the maximum limit set out by The Co-operators plan for Vancouver Employees and the rate at which MSP reimburses the employee.

**LETTER OF AGREEMENT RE: NEW
CLASSIFICATION**

Editor/reporter position to replace reporter position in LOA.

**LETTER OF AGREEMENT RE:
OFFICE COORDINATOR RE-
ORGANIZATION**

Office Coordinator duties to include accounting, listings, reception duties and data entry.

**LETTER OF AGREEMENT RE: OFFICE
MANAGER EXCLUDED.**

Office Manager agreed as excluded employee.

**APPENDIX "B" - PERSONAL
HARASSMENT**

The parties agree to include the Trinity/CEP Policy with the following provisos:

1. The Definition Section (Part II) will include the following sentence:

Personal harassment does not include conduct occasioned through the reasonable exercise of the Employer's management or supervisory rights and responsibilities.

2. The Policy shall include the following statement:

This Policy shall in no way limit or restrict the Employer's right to discipline or discharge.

3. The parties must agree to each person listed as Complaint Officers and Disputes Resolutions Officers.

**SCHEDULE A - PERSONAL
HARASSMENT COMPLAINT
OFFICERS**

This selection of Complaint Officers will enable employees at various levels involved in a dispute to choose someone from within the Company to hear their complaint.

The complainant may choose from any one or more of the Complaint Officers listed below. In the event that the Complaint Officer chooses to decline to hear the complaint, another Complaint Officer shall be mutually agreed upon.

The list of Complaint Officers will only be changed in consultation with the Union.

The Publisher and the Union will arrange to provide training for harassment officers.

If either a Vice-President or President is chosen as a Complaint Officer, the report shall be made to the opposite party under Section IV, Steps 8 and 9 of the Trinity/CEP Policy.

1. James Waugh
2. Dennis Hartley
3. Mark Kowalk
4. Ken Hickling

Signed this ___ day of _____, 2008

**SCHEDULE B - PERSONAL
HARASSMENT DISPUTES
RESOLUTION OFFICERS**

Sandra MacMillan, for the Union

The parties agree that the issues referred to the Disputes Resolution Officer under Appendix A of this document shall be selected from the following on a mutually agreeable basis, between the complainant and the (alleged) harasser. If this does not result in mutual agreement, then the selection is to be mutually agreed to between the Union and the Company.

Ken Hickling, for the Company

APPENDIX C

The Co-operators Group Handbook
Group 7886
Vancouver Employees

In the event that mutual agreement is not possible, then the selection will be in rotation, starting with the first available on the list in this appendix. It is further agreed that on the second event where mutual agreement fails to select a Disputes Resolution Officer, the rotation shall start at the person next in line, on a first available basis.

In Witness Whereof we the hereunto set our hands

The Union and Company agree to share costs equally for Disputes Resolution Officers when resolving members' disputes.

This ___ day of _____, 2008

1. Karen Davis
2. Joan Gordon
3. Joan McEwan
4. Grant McArthur
5. Annabelle Donovan
6. Betty Baxter

For the Union

For the Company