

# **COLLECTIVE AGREEMENT**

between

## **KAMLOOPS THIS WEEK**

(0869491 BC Ltd. in its capacity as General Partner of Thompson River Publications Limited Partnership)

and

## **UNIFOR, LOCAL 2000**

Effective: March 1, 2015 to February 28, 2017



**ALPHABETICAL INDEX****ARTICLE****TITLE**

<b>ARTICLE</b>	<b>TITLE</b>
7	Accident Pay
40	Banked Overtime
15	Bereavement Leave
24	Breaks from Computers
25.04-25.05	Bumping
32	Bylines
3.19	Camera Allowances
LOA #2	Camera Equipment
21	Coffee Breaks
39	Confidentiality
22.04	Contracting Out
31	Disclosure
26	Discrimination
12	Dues Check-Off
1	Exclusions
36	Extraordinary Circumstances
35	Family Leave
3.16	Filling in for Managers
4	Filling of Vacancies
LOA #1	Freelance Photography
8	Grievance Procedure
27, App. B	Harassment
18	Health and Welfare
4.04	Hiring, preferences
3.02-3.05	Hours of Work
11	Information
4.03	Job Postings
22	Jurisdiction of the Union
14	Jury Duty
9	Labour Code
25	Layoffs
30	Libel Action
21	Lunch Time
10	Management Rights
34	Maternity Leave
3.18	Mileage
24.01	Notice Boards
3.06-3.11	Overtime
35, App C	Parental Leave
33	Part-Time
3.05	Part-Time Hours
3.14	Part-time on grid
19	Pension Plan
13	Picket Lines
4.02	Promotions
25.06-25.11	Recall
20	Sanitation
38	Seminars
25	Seniority
16	Severance Pay
17	Sick Leave

28	Summer/Co-op Students
32	Syndicate Compensation
23	Technological Change
33	Temporary
Preamble	Term
37	Training
4.02	Transfers
3.20	Travel Expenses
2	Union Membership
29	Union Representative
5	Vacations
App. A	Wages
3	Wages and Hours
3.12	Wage Classification

**APPENDIX. D DELIVERY DRIVERS**

10	Bulletin Board
2	Conditions
12	Contractors
2.05	Designated Phone Numbers
11	Discipline
Preamble	Exclusions
4.04-4.11	50% Rule
8	Insurance
5	Leaves of Absence
8	Licensing
2.03	Loading Times
2.01	Manifests
2.08	Notice of Change in Start Time
LOA#5	One Route
3.02	Overweight Papers
1	Posting
LOA#6	Red Circled
6.03	Re-evaluation of Routes
6	Route Time and Distance
1	Seniority
1.07	Special Delivery Runs
7	Statutory Holidays
4	Substitutes
3	Wages
2.06	Wait Time
LOA#7	Weekend Work
9	WCB

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**KAMLOOPS THIS WEEK,**  
**(0869491 BC Ltd. in its capacity as General Partner of Thompson**  
**River Publications Limited Partnership)**  
**and**  
**UNIFOR, LOCAL 2000**

This agreement made and entered into this 2nd day of March, 2015 shall remain in full force and effect for a term of 2 years ending Feb. 28, 2017, OR until terminated in accordance with the Labour Laws of the Province of British Columbia, BETWEEN Kamloops This Week through authorized representatives, sometimes, hereinafter referred to as the Employer, party of the first part, and Unifor, 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 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.

**ARTICLE 1 - EXCLUSIONS**

1.01 This Agreement covers all Employees of the Kamloops This Week except the Publisher, Editor, Sales Manager and Office Manager along with Outside Sales earning commission, Circulation Manager, Production Manager, Mail Room Supervisor and Mail Room.

**ARTICLE 2 – UNION MEMBERSHIP**

2.01 Subject to ARTICLE 1 of this agreement the Company shall require as a condition of employment of any new employee that he or she shall on date of employment, become and remain a member of the Union, in good standing, and that all present members of the Unifor Local 2000, 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 ARTICLE upon being requested to do so by the Union.

**ARTICLE 3 - WAGES AND HOURS**

3.01 Payment of wages will be made semi monthly. If the mid month or last day of the month falls on a weekend or a Statutory Holiday Monday the payment will be made on the Friday before.

3.02 A day's work shall consist of 7.5 hours for office, inside sales and circulation. Editorial and Production will work five (5), eight (8) hour shifts with the current option of four (4), ten (10) hour shifts with mutual agreement of the Employer and the Union.

3.03 A week's work shall consist of five (5) shifts to be worked between Monday and Sunday. Employees will be scheduled with two (2) consecutive days off. Twenty-four (24) hours notice shall be given when an employee is required to change his/her shift or day off.

3.04 The parties agree that an employee will not be scheduled for less than a regularly scheduled shift.

3.05 The parties recognize that some part time employees may be scheduled for less than 7.5 hours per day and less than 5 days per

week but in no case will they be required to work less than a four-hour shift.

3.06 All hours worked in excess of 7.5 hours, 8 hours or 10 hours (regularly scheduled shift) per day will be paid at the rate of time and one-half.

3.07 All overtime hours worked in excess of three (3) per day, will be paid at the rate of double time.

3.08 All hours worked in excess of 37.5 or 40 hours in a week will be paid at the rate of time and one-half, and all hours worked in a week in excess of 48 will be paid at double time.

3.09 Overtime paid on a daily basis will not be used to calculate weekly overtime.

3.10 All overtime shall be paid or banked at the request of the employee. The process Article 40 will be followed.

3.11 When overtime is worked, it must be authorized and should such overtime at the end of a normal workday exceed two (2) hours, a thirty (30) minute paid lunch period shall be provided. If supervisor is not available to authorize overtime, the employee shall make a judgment call based on the work required. There shall be no repercussions if the employer disagrees with the judgment call. The employee must however discuss the need for such overtime with any manager who might be in the building prior to commencing the overtime. If no supervisor is available the employee must notify his/her supervisor the following day that overtime was worked.

3.12 Employees shall be classified as to job title and experience rating at the time of hiring, transfer or promotion. Should the employee not agree with his/her placement it will be discussed with the Chapel Representative. If it still remains unresolved, it will be dealt with through the grievance and arbitration procedure.

3.13 Each advancement through incremental increases shall take place no less than annually from the date of hire.

3.14 Part time employees will be credited with experience in a pro rate basis with 1950 hours for those working 37.5 hours a week and 2080 hours for 40 hour weeks being the equal of one year's service including vacation credits.

3.15 Where an employee is specifically requested by the Employer to perform work in a higher classification, that employee will be paid at the higher rate of pay for all time actually spent working in the higher classification.

This Section does not apply to employees on a grid filling in for another employee on the same grid, but is meant to apply when an employee moves from one job classification to another. . The employee shall always be paid at the higher rate.

3.16 Where an employee is specifically requested by the Employer to relieve in an excluded management position for a period that exceeds one (1) day, that employee shall receive a premium of 10% of his/her basic straight-time rate, including commissions, for all hours spent working in that relief capacity.

3.17 Employees who use their automobiles in the service of the employer will be compensated as follows:

Inside sales and	
Circulation Department	33 cents per km per month
Editorial Department	\$125.00 per month
Photographer	\$275.00 per month

3.18 Photographers who are required to use their own camera equipment in the service of the employer will receive an allowance of \$40.00 per month for any month during which they are required to use their own camera equipment.

Reporters who are requested by the company to use their own cameras for work will be paid \$15 per month camera allowance.

3.19 Employees required to travel on Company business will be reimbursed all reasonable travel expenses subject to prior approval. Out of town mileage will be reimbursed at the rate of .33 cents per kilometre and will be calculated from Kamloops city limits to the place of work and back to Kamloops city limits.

3.20 Any hours worked after 8 p.m. or before 8 a.m. will receive a premium of 7.5% over the normal hourly wage, with a minimum of \$0.75 per hour.

3.21 Employees will not be required to work split shifts other than the occasional split shifts for editorial employees.

3.22 All editorial employees will be paid \$20.00 per month for use of cellphones/smartphones.

#### **ARTICLE 4 - FILLING OF VACANCIES**

4.01 Any employee filling a vacancy shall be given a trial period of 22 days actually worked, 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. Employees displaced as a result may bump to their previous position.

4.02 No employee shall be penalized for refusing to accept a promotion or transfer at Kamloops This Week.

4.03 The Employer will provide the Union shop steward with all job postings of openings for employment in a department. Such notice shall contain the minimum wage rate and such other information which may be of assistance to employees. Notices shall be posted at least one week prior to the closing date for applications, except with prior agreement from the Union.

4.04 Preference shall be given to present employees in the filling of any openings in any department of the Kamloops This Week provided they are qualified to perform the work. When skill and ability is relatively equal as between two or more employees the employee senior in service will be awarded the position. All openings shall be posted.

#### **ARTICLE 5 - VACATIONS**

5.01 Regular full time and regular part time employees will qualify for the following vacation entitlement:

Upon Completion of one (1) year of service - two weeks at 4% of earnings.

Upon completion of four (4) years of service - three weeks at 6% of earnings.

Upon completion of eight (8) years of service - four weeks at 8% of earnings.

5.02 The time of year that each employee shall take his/her vacation shall be arranged by mutual agreement between the employee and manager in concert with the Chapel Representative. Choice of vacation shall be determined on the basis of seniority.

5.03 Two (2) weeks of vacation may be taken consecutively during the prime times of June 25 to Labour Day and school Spring Break and Christmas Break.

In special circumstances an additional week of vacation during prime time may be granted upon mutual agreement with the Publisher and the Chapel Representative.

At any one time (except between November 1<sup>st</sup> and December 24<sup>th</sup>) one employee in any department will be entitled to be on vacation.

This includes the production department (production & ADC's) being considered separate.

In special circumstances, provided that at least 3 month's notice is given vacation time (between Nov. 1 and Dec. 24) may be granted.

There shall be no limit to the number of consecutive weeks of vacation an employee can take as long as the selection of those weeks follows the provisions of this Article.

5.04 On or before January 1 of each calendar year the Publisher will post the vacation schedule which shall be completed by March 15, with the expectation that each individual will make his/her decision within 5 working days of receiving the calendar. The vacation schedule shall run from March 15 of the current year to the end of February of the following year..

Any employee who has not scheduled his/her full vacation entitlement by March 15 shall not be permitted to use his/her priority standing to displace another employee who has already scheduled vacation.

5.05 Additional weeks of vacation during prime time may be granted upon mutual agreement with the Publisher and the Chapel Representative. Such additional vacation shall not interfere with any employee taking his or her first two weeks. If no vacations are booked, the additional week shall be granted.

Booking of full weeks of vacation will have priority over booking of part weeks or single days of vacation. Part weeks do not include four days of vacation booked in weeks when there is a statutory holiday.

5.06 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.

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

Vacations are fully earned only by virtue of a completed service year and may only be taken in a calendar year in which a service year is completed. For example: During the fourth year of service an employee earns three (3) weeks of vacation. If that employee completes his/her fourth service year on August 7<sup>th</sup>, 2006 he/she will be entitled to take three (3) weeks vacation in 2006 and that three (3) weeks vacation is fully earned as of August 7<sup>th</sup>, 2006. That employee will be entitled to take three (3) weeks vacation in 2007 and that three (3) weeks vacation is fully earned as of August 7<sup>th</sup>, 2007.

5.08 Temporary employees will receive full vacation time off at 4% of earnings.

Part time employees shall receive the full vacation entitlement as per ARTICLE 5(a) pro-rated based on hours worked. Vacation pay shall be banked and paid at the time of the vacation leave.

5.09 Vacation pay shall be 2% per week of vacation entitlement of the previous years' T4 slip.

5.10 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 ARTICLE 5.

5.11 Employees on Jury Duty, Sick Leave, Family Leave, Weekly Indemnity or Long Term Sick Leave shall continue to accrue seniority.

**ARTICLE 6 - STATUTORY HOLIDAYS**

6.01 The following days (or days celebrated in lieu of any of them) shall be considered holidays:

News Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

In addition, any Public Holidays proclaimed by the Provincial or Federal Governments.

6.02 When an employee works on a Statutory Holiday he/she shall be paid time and one-half for the hours worked and the employee shall take another day off with pay at a mutually agreeable date.

6.03 An employee failing to receive a paid recognized holiday by reason of his/her day off falling on the holiday shall receive another paid day off in lieu of such holiday missed.

6.04 To qualify for holiday pay an employee must have been employed for thirty (30) calendar days.

6.05 The Employer shall endeavor to give one (1) month's notice of any change in the day that a statutory holiday is recognized by the Employer.

6.06 An employee who qualifies for statutory holiday pay in accordance with this Article will receive such statutory holiday pay on the following basis:

Employees working a regular schedule of hours will receive statutory holiday pay in an amount equal to their regularly scheduled daily straight-time wages provided the employee has worked on fifteen (15) of the thirty (30) days immediately preceding the statutory holiday. An employee who does not have a regular schedule and who has worked on fifteen (15) of the thirty (30) days immediately preceding the statutory holiday, shall have statutory holiday pay determined by dividing the employee's straight time wages for the thirty (30) day period by the number of days worked. Employees who have not worked on fifteen (15) of the thirty (30) days immediately preceding the statutory holiday, will have statutory holiday pay determined by dividing such employee's straight time wages over the thirty (30) day period by fifteen (15).

**ARTICLE 7 ACCIDENT PAY**

7.01 In the event of an employee being absent from work as a result of a work related injury for which the employee has filed a WCB claim, the employee will remain on the payroll @ 60% of basic weekly earnings until either the WCB or W.I. benefits commence, at which time the employee will immediately repay the employer. The employee will sign a letter agreeing to repay the funds. Should the employee terminate employment with funds owing, the employer may withhold all monies owing and the union agrees to assist the employer in recovering the remaining amount.

**ARTICLE 8 - INTERPRETATION AND GRIEVANCE PROCEDURE**

8.01 The Parties agree that it is desirable that grievances should be resolved as quickly as possible. Shop Stewards or Employees are therefore urged to try to settle their grievances with their Supervisor within five (5) working days from the date of the Union becoming aware of the incident. Any informal settlement of a grievance will not be inconsistent with the terms of this agreement.

8.02 Should a dispute arise between the Company and the employee or employees regarding the application, operation, interpretation or alleged violation of this agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The employee or employees concerned, in person, with their Chapel Representative in attendance, shall first seek to settle the dispute with his/her Supervisor.

Step 2: Failing a satisfactory settlement within seventy-two (72) hours after the dispute is submitted under Step 1, the employee, accompanied by his Chapel Representative may present the grievance in writing to the Management of Kamloops This Week.

Step 3: The Parties must meet within ten (10) working days of the meeting being requested or as soon thereafter as is reasonable. The Company must reply in writing within a further ten (10) days after the meeting.

8.03 If a satisfactory settlement is not reached at Step 2, then either party may advance the grievance to arbitration provided written notice of such is given to the other party within thirty (30) calendar days following the receipt of the reply at Step 2.

Where a grievance has been referred to arbitration, the parties shall have ten (10) working days to agree on a single arbitrator.

Where an Arbitrator is selected from the panel of Arbitrators above it shall be on a rotational basis. If the Arbitrator so selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of his selection the dispute shall be reassigned to the next Arbitrator in the rotation.

8.04 Should a grievance not be initiated in writing as per step 2 and is not processed to arbitration according to time limits, the grievance shall be deemed to be abandoned. Should either Party require additional time an extension may be arranged by mutual agreement.

8.05 Discharge grievances and grievances directly between the Employer and the Union, including grievances filed by the Employer may be initiated at Step 2 of the grievance procedure.

8.06 The parties are responsible for their own costs associated with arbitration including cost of witnesses, counsel and nominee. The Parties agree to share the cost of the Chairperson and other associated costs such as room rental, coffee, etc.

8.07 The parties agree that resolution to an alleged Personal & Sexual Harassment charge may be as per the Company Policy or through the grievance procedure whichever the employee elects.

**ARTICLE 9 – LABOUR CODE**

Subsection (2) and (3) of Section 50 of the Labour Relations Code of B.C. shall be inoperative and shall not be applicable to this Agreement.

**ARTICLE 10 - MANAGEMENT RIGHTS**

10.01 Management retains all rights to manage its business including direction of Employees. Such rights are subject to the provisions of this agreement.

10.02 When disciplining an Employee the employer must demonstrate just cause.

10.03 An employee discharged from employment may request written reasons for the action, written reason will be supplied within 72 hours of the request being made.

**ARTICLE 11 - INFORMATION**

11.01 The Company will furnish the Union on a semi-annual basis a copy of a seniority list showing:

- Name
- Hire Date
- Classification.

11.02 The Union will be advised on an ongoing basis of additions to and deletions from the workforce.

**ARTICLE 12 - DUES CHECK-OFF**

12.01 The Company agrees to deduct each and every month from the salary due to 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 10<sup>th</sup> day of each month following.

12.02 Following the day of signing this contract, all Employees, including temporary and part-time, are required to pay Union dues and shall be required by the Company to sign an authorization for deduction by the Company in the following form:

*To: My Employer  
I hereby assign to the Unifor, Local 2000, and authorize you to deduct weekly from any earnings as your employee, an amount equal to all Union dues levied against me by the Union for each dues month following the date of this assignment.  
I hereby authorize and request you to remit the amount deducted to Unifor, Local 2000.*

\_\_\_\_\_  
(Employee's Signature) (Date)

12.03 The Company shall require on the date of hire, as a condition of employment, that each employee shall complete and sign an application for membership in the Unifor Local 2000.

**ARTICLE 13 - PICKET LINES**

13.01 The parties agree that employees may refuse to cross a legal picket line.

**ARTICLE 14 - JURY DUTY**

14.01 An employee who is required to attend court as a juror is considered to be on unpaid leave of absence for the period of such jury duty.

**ARTICLE 15 - BEREAVEMENT LEAVE**

15.01 In the event of a death in the immediate family (spouse, common-law spouse, child, stepchild, parent, mother-in-law, father-in-law, brother or sister), an employee is entitled to five (5) days off with pay

15.02 In the event of a death in the extended family (grandparents, grandchildren, step parents and a child for which the employee is considered a guardian) an employee is entitled to three (3) days off with pay.

15.03 Where any such day occurs on a regularly scheduled working day for the employee, he or she shall be paid on the basis of the standard number of hours which he or she otherwise would have worked at regular salary.

15.04 The employee may, in exceptional circumstances, be granted additional bereavement leave without pay at the discretion of the employer. The employee shall notify the employer as soon as possible following the death.

**ARTICLE 16 - SEVERANCE PAY**

16.01 In the event an employee loses his/her employment for other than just cause, they are entitled to notice or pay in lieu of notice or a combination of notice and pay of two weeks per year of service – one week per six months – (or greater portion thereof) to a maximum of thirteen (13) weeks.

**ARTICLE 17 - SICK LEAVE**

17.01 All regular employees will be entitled upon proof of sickness satisfactory to the employer, if requested, up to seven (7) days sick leave with pay per calendar year. Employees will be allowed to carry a maximum of three (3) unused sick days into the next calendar year.

17.02 Sick pay will be considered earned pay for pension contributions.

17.03 Part-time employees will be entitled to pro-rated sick leave based on their percentage of full-time hours worked.

17.04 When an employee is hired, his/her sick leave for that current calendar year will be pro-rated.

**ARTICLE 18 - HEALTH AND WELFARE**

18.01 The employer agrees to pay 55% of premium for the benefits listed below. These benefits levels may only be changed by agreement between the employer and the Union.

Life Insurance	Equivalent to one year's salary
Weekly Indemnity	60% of the weekly rate to U.I.C. maximum per week
Vision care	\$200.00 per person covered every 2 years
Major Medical	\$25.00 deductible
Dental Benefit	80% Basic 50% of major restorative combined maximum of \$1,000.00 per year
Long Term Disability	60% to \$1,200 per month - maximum benefit (this benefit 100% employee paid).

18.02 Employees must work at least 25 hours per week to be eligible for Health and Welfare benefits.

**ARTICLE 19 - PENSION PLAN**

19.01 Upon completion of two (2) years of employment, regular employees must join the Company pension plan.

**ARTICLE 20 - SANITATION**

20.01 The employer agrees to comply with laws and regulations governing the physical aspects of the workplace. The employer further agrees to ensure adequate ventilation and provisions to maintain a reduced level of dust in the workplace. There shall be a joint Company/Union Safety Committee which shall meet regularly as required by the Workers' Compensation Act.

**ARTICLE 21 - LUNCH TIME AND COFFEE BREAKS**

21.01 Lunch time (which shall be not less than one half hour (1/2) or more than one (1) hour) must be not more than four (4) hours from starting time, except in cases of emergency.

21.02 Employees shall be granted two (2) fifteen (15) minute coffee breaks per day. These breaks will be with pay and occur as near to the middle of each half shift as possible.

**ARTICLE 22 - JURISDICTION OF THE UNION**

22.01 The jurisdiction of the Union shall cover all classifications covered by this Agreement. Such jurisdiction shall include the following:

- a) The preparation of input and all handling of output, operation of the computer and all input and output devices: pagination, scanning, proofreading, paste-up, page make-up. The Company further agrees that any changes in camera ready ads that are submitted by any method will be performed by members of the bargaining unit.
- b) Union employees shall operate all systems for purposes of inputting classified advertisements (except classified display and hard copy which are camera ready), All downloading of advertisements from the Internet. Outside sales staff will not input, correct, create build or output ads or spec ads or undertake any work that is in the jurisdiction of the Union.
- c) In editorial, employees who are reporter level and above may input stories, (including headings) they have authored, and news services provided by electronic feed. Any editorial information, however input, may be recalled for editing, rewriting, and merging.
- d) All photography for editorial.
- e) Business office shall include business, accounting and classified advertising departments which includes but is not limited to clerks, switchboard operator, classified clerks, and part time workers performing work within the jurisdiction of the Union.
- f) Circulation work includes carrier administration, starts, and stops.

22.02 Notwithstanding the Union's jurisdiction the parties agree that the use of Correspondents, Stringers, Special Section writers and Freelancers will not be used if regular employees have not had an opportunity to work full time hours. It is also agreed that the use of the above will not result in the lay-off of union members or a reduction in their hours.

22.03 Excluded personnel will continue to perform bargaining unit work to the level they currently perform, except for the editor, who may perform bargaining unit work as long as it does not result in the layoff of Union members or a reduction in their straight-time hours or a reduction in the number of staff through attrition.

22.04 With the exception of present practices the employer agrees not to contract out the work of the bargaining unit.

**ARTICLE 23 - TECHNOLOGICAL CHANGE**

23.01 Technological change is defined as any change in technology, method or procedure during the period of the 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.

23.02 The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise the Union, 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. No employee shall be laid off until the training plan has been discussed and resolved with the Union.

23.03 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 Article 23.02.

23.04 In the event of a displacement through technological change, the severance pay provision of this collective agreement shall apply. If training plan is unresolved, the parties agree to an expedited arbitration that must be completed during the notice period.

**ARTICLE 24 - MISCELLANEOUS**

24.01 The Company agrees to supply and maintain a suitable notice board for the exclusive use of the Union.

**ARTICLE 25- SENIORITY**

25.01 An employee will be considered as on probation during the first sixty (60) days actually worked.

25.02 The sixty (60) day probationary period referred to above may be extended with mutual agreement of the Employer and the Union.

25.03 The parties agree that job security and promotions should increase with length of service therefore:

25.04 In reducing the number of employees the employee(s) holding the redundant position(s) who are the last hired into that position will be issued with the lay-off notice. The affected employee may accept the lay-off or exercise his/her seniority to bump into another position in a lower rated category. In exercising a bump, an employee must possess the skills and ability to perform the work of the position they are bumping into. A five (5) day period of orientation may be required in which the employee must demonstrate that he/she is competent to perform the work of the position. Provided the employee possess the basic qualifications for the job, the period of orientation will not be unreasonably denied.

25.05 An employee exercising his/her seniority rights to bump into a lower rated job shall be paid the rate for the job into which he/she bumps. Where the job contains a rate grid, the employee shall be paid the maximum rate on the grid, or their current rate of pay, whichever is the lower amount.

25.06 Should there be an increase in the force, the person(s) laid off shall be recalled in reverse order in which they were laid off, provided they possess the skills and ability to perform the work required. This recall shall be available for a six-month period from the date of layoff.

25.07 If recall notice is given, it shall be by phone, fax or email to the last known point of contact as provided by the employee. It is the employee's responsibility to ensure that such contact information is kept up to date.

25.08 If no affirmative reply is received within seven (7) days of contact, all recall rights are deemed to have been waived, the employee shall be deemed to have resigned and will be issued with his/her severance pay.

25.09 Notwithstanding the previous sentence, should the Employer require the employee at any time within that seven (7) day period, and the employee is either unavailable or cannot be contacted, the Employer may hire other help as required. If the recall is for a temporary period, and the employee cannot commence work when required within the seven (7) day period referred to above, the Employer will not be required to recall the employee for such temporary period, but the inability to work will not affect the employee's recall rights.

25.10 An employee who takes severance pay under Article 16 upon layoff, shall not be eligible for recall rights as set out above. If an employee's recall rights are not exercised within the six (6) month period, the employee shall be deemed to be terminated and shall be eligible for severance pay under Article 16.

25.11 A laid off employee, who is eligible for recall under this clause, may claim his/her severance pay at any time during the six (6) month period, but such claim shall result in the employee losing all right to recall.

#### **ARTICLE 26 - DISCRIMINATION**

26.01 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. Discrimination should be deemed to include sexual and personal harassment.

26.02 The parties agree it is not discriminatory should the employer not have a position for an employee who becomes physically or mentally disabled, notwithstanding, the employer's duty to accommodate.

#### **ARTICLE 27 - SEXUAL AND PERSONAL HARASSMENT**

27.01 The Company and Union agree that sexual and personal harassment will not be tolerated. The parties recognize the policy of the Company which will be posted and appended to this agreement for information purposes. (Appendix B)

#### **ARTICLE 28 - SUMMER/CO-OP/WORK EXPERIENCE STUDENTS**

28.01 It is agreed that summer/co-op/work experience students may be hired for summer vacation relief for a period not to exceed four (4) months. Co-op students may be hired throughout the year but no student can be hired for more than two (2) concurrent Co-op work sessions.

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

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

28.04 Summer/co-op/work experience students shall be covered under all articles of the Collective Agreement and shall be remunerated at 75% of the negotiated wage scale.

28.05 All summer and co-op students shall join the Union.

28.06 If a participant in any one of the above programs becomes a full time employee the first day of training shall be considered date of employment for benefits and seniority.

#### **ARTICLE 29 - UNION REPRESENTATIVE**

29.01 No Union members or representatives shall be subject to any disciplinary action by the employer of his/her representatives for any act in the performance of their duties as Union members or Union Representatives. The Union Representative shall be permitted reasonable company time to conduct Company/Union business relating to grievances or potential grievances on the Employer's premises.

29.02 The Chapel Representative shall attend any disciplinary meeting between the employee and the Company. The Chapel Representative may attend any other meetings at the employee or Employer's request.

29.03 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.

29.04 At the request of the Union, employees will be granted unpaid leave for Union business provided one (1) week's notice is given and provided such leave does not interfere with the normal production of the newspaper. Such leave will not be unreasonably withheld.

29.05 The Chapel Representative will be introduced to all new employees including students.

#### **ARTICLE 30 - LIBEL ACTION**

30.01 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.

30.02 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.

#### **ARTICLE 31 - PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION**

Any employee may refuse, without penalty or prejudice, to give up custody or disclose to any party other than the Employer, 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 Employer 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 Employer, except by the order of the Court.

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

#### **ARTICLE 32 - USE OF BY-LINE AND SYNDICATE COMPENSATION**

32.01 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 reporters' attention before publication. If a reporter cannot be contacted prior to publication his/her by-line shall be removed.

32.02 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 provided the reporter is available. A reasonable effort will be made to contact the employee.

32.03 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 prior to publication.

32.04 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 and the article has either been run or turned down by the Publisher of the Kamloops This Week. The Employer shall advise the Employee of its intention of either running or not running the article within two (2) days of the article being presented by the employee.



**ARTICLE 33 - TEMPORARY AND PART TIME EMPLOYEES**

33.01 A temporary employee is one employed for a special project or a specified time, in either case not to exceed three (3) 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 work week provided for in this agreement.

33.02 In the event a part time or temporary employee becomes a full time employee, he/she will be credited with the actual hours worked and such hours will be divided by the agreed length of the work day to establish the number of full days worked. The number of full days worked will be counted backwards from the date of the employee becoming full time and that new date will establish the employees seniority date.

33.03 Part time and temporary employees shall have the opportunity to apply for full time positions and shall be given preference over outside hires if he or she has equal skills and ability to perform the work. Part time and temporary employees shall also receive first consideration for vacation and other leave replacement.

**ARTICLE 34 - MATERNITY LEAVE**

34.01 Maternity leave will be granted upon request and in conformity with the time periods specified in the Employment Insurance Act (Canada) and the Employment Standards Act, (B.C.) and Appendix "C". 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. Medical benefits shall be continued for the duration of the leave upon prepayment of premiums in advance on a monthly basis by the employee.

34.02 An employee returning from leave shall be reinstated in her job or another job of equivalent wage to that which 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.

34.03 Failure to return at the end of maternity leave shall be termed a voluntary resignation.

34.04 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.

34.05 The Company agrees that every pregnant woman whose job includes working a Visual Display Terminal will have the option of requesting a leave of absence without pay for the duration of her pregnancy or may move to another job if one is available. This clause does not infer bumping rights or the requirement to create a positions, however this does not preclude a mutually agreed transfer approved by the Company.

**ARTICLE 35 – LEAVES OF ABSENCE**

35.01 Parental leave shall be as provided in the Employment Standards Act of British Columbia, 1995. Provisions shall be added to this Collective Agreement Appendix "C".

35.02 Leaves of absence without pay may be granted by Management for good and sufficient cause. All conditions of the leave and the return to work must be in writing and agreed to by both parties before the leave is effective.

35.03 Employees on unpaid leave wishing to remain on company benefits will be required to pay both the employee and the employer portion of premiums. Payment arrangements (i.e. post dated cheques) will need to be provided prior to leave commencing.

35.04 Although a leave of absence will not break seniority standing (an employee's continuous service) there shall be no accrual of vacation credits or any obligation on the part of the Employer to maintain or incur any costs on behalf of the leave taker.

**ARTICLE 36 - EXTRAORDINARY CIRCUMSTANCES**

36.01 Under extraordinary circumstances, such as fire, flood or disaster and power failures over which the employer has not control, members may be asked to produce the regular edition during overtime which shall not exceed straight time if work is not completed within regular hours.

**ARTICLE 37 - TRAINING**

37.01 When new equipment is installed, the employer will ensure that reasonable training is afforded those members who will be affected. Further, if the training requires the employee to attend training session, either on or off the premises, the Employer will cover the cost of tuition and where possible provide the training during regular working hours. When training cannot be achieved during regular working hours, the employee will be compensated at overtime rates.

**ARTICLE 38 - SEMINARS**

38.01 When employees are required to attend promotional seminars, conferences or events outside of normal working hours, they will be compensated at the appropriate straight time rates. When attendance is optional, expenses will be paid, and there will be no penalty for non attendance.

**ARTICLE 39 – CONFIDENTIALITY**

39.01 The Employer will ensure that pay slips, T-4 slips and other financial information provided to individual employees will be forwarded in a sealed envelope so as not to be viewed by co-workers or managers or electronically in a manner that protects employee's confidentiality.

**ARTICLE 40 – BANKED OVERTIME**

The parties agree that the following terms will apply to the banking of overtime hours:

1. Banking of overtime shall be voluntary.
2. At the time overtime is worked the employee shall indicate whether the overtime shall be paid out or banked.
3. At no time shall an employee have more than 40 hours of overtime in the bank.
4. Overtime shall be banked at the appropriate overtime rate: i.e. for time and 1/2, 2 hours overtime worked shall be 3 hours in the bank.
5. All paid overtime including any overtime worked after there are 40 hours in the bank shall be paid in the pay period in which the overtime is worked.
6. Employees may take paid time off using banked overtime at a time, mutually agreed with the supervisor. Banked overtime leave shall not be unreasonably withheld.
7. Banked overtime leave may be taken in 1/2 day, full days or one week time frames.
8. When an employee takes banked overtime leave, the worker may bank any future overtime until 40 hours banked overtime is again reached. Any overtime beyond 40 hours shall be paid.
9. All unused overtime in the bank shall be paid out twice annually on February 28 and August 31.

**APPENDIX A – WAGE SCALE**

**Advertising Design Consultants:**

Fernanda Fischer shall be paid the following rates or 6% commission, whichever is greater.

	March 1, 2015	March 1, 2016
	\$15.91	\$16.07

Employees hired after June 20, 2006 shall be paid on the following grid or 6% commission, whichever is greater. Commission calculated on retail and display classified.

	March 1, 2015	March 1, 2016
Increase	1%	1%
1 <sup>st</sup> year	\$14.06	\$14.20
2 <sup>nd</sup> year	\$15.14	\$15.29
3 <sup>rd</sup> year	\$15.90	\$16.06

Any redistribution of sales reps assigned to specific ADCs or changes in sales reps' account lists will only be done in consultation with the affected ADC(s). Such changes will not negatively impact ADC's revenue. If an account(s) is removed from an ADC, he/she will receive an account(s) of equal value as a replacement.

If a client has become an "inactive advertiser" (meaning that there has been no activity for a period of 12 months) and another sales rep sells advertising to that client, they will be considered new business and will be assigned to whichever Ad Design Consultant works with the sales rep who sold to the client. The right to claim an account as belonging to a certain list will only apply if that customer has advertised within the last 12-month period.

**Non-Commissionable ADCS**

	March 1, 2015	March 1, 2016
Increase	1%	1%
1 <sup>st</sup> year	\$14.71	\$14.86
2 <sup>nd</sup> year	\$15.91	\$16.07
3 <sup>rd</sup> year	\$16.71	\$16.87

**Telemarketers:**

	March 1, 2015	March 1, 2016
Increase	1%	1%
	\$10.98	\$11.09

The Telemarketers hourly wage rates are in addition to a commission

**Editorial:**

Reporters/Photographers

	March 1, 2015	March 1, 2016
Increase	1%	1%
1 <sup>st</sup> year	\$15.30	\$15.45
2 <sup>nd</sup> year	\$16.90	\$17.07
3 <sup>rd</sup> year	\$18.74	\$18.92
4 <sup>th</sup> year	\$20.73	\$20.93
5 <sup>th</sup> year	\$21.76	\$21.98

Associate Editor

	March 1, 2015	March 1, 2016
Increase	1%	1%
	\$23.31	\$23.54

**Business Office:**

Clerk 1

	March 1, 2015	March 1, 2016
Increase	1%	1%
1 <sup>st</sup> year	\$12.75	\$12.87
2 <sup>nd</sup> year	\$14.35	\$14.50
3 <sup>rd</sup> year	\$15.07	\$15.22

**Ad Control**

	March 1, 2015	March 1, 2016
Increase	1%	1%
1 <sup>st</sup> year	\$14.05	\$14.19
2 <sup>nd</sup> year	\$15.17	\$15.32
3 <sup>rd</sup> year	\$15.93	\$16.09

**Accounting Clerk**

	March 1, 2015	March 1, 2016
Increase	1%	1%
1 <sup>st</sup> year	\$14.84	\$14.99
2 <sup>nd</sup> year	\$16.03	\$16.19
3 <sup>rd</sup> year	\$16.83	\$17.00

**Reception/Circulation/Classified**

Anyone currently paid above the grid or receiving bonus pay, will remain above the grid with the same percentage increases and/or retain the bonus pay.

**APPENDIX B**  
**THOMPSON RIVER PUBLICATIONS LP**  
**HARASSMENT POLICY**

Society's attitude toward the harassment of people at work, particularly harassment that's sexual in nature, has changed dramatically in recent years. Most of us have come to understand that such behaviour is neither acceptable nor tolerable. In keeping with that understanding, Thompson River Publications LP has decided to introduce the following written policy:

**POLICY**

Harassment in any manner or form, including sexual or personal, is prohibited by the Company and by law, and constitutes discrimination under human rights legislation in many jurisdictions. Every employee is entitled to employment free of harassment. Thompson Rivers Publications is committed to providing a workplace free of harassment and will make every reasonable effort to ensure that no employee is subject to harassment.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail, and coercion. Also included is favouritism of one employee to the disadvantage of another.

Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to an employee, or that might reasonably be perceived by an employee as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.

It may include any unwelcome or unwanted behaviour, or comments or jokes of a sexual or gender-based nature (*whether or not directed at a specific individual*), sexual advances, or other physical conduct such as uninvited touching, "*brushing against*", or "*bumping into*". Further, it may include the display or circulation of written materials or pictures derogatory to either gender. It may occur at, or away from, the work-place.

Sexual harassment also includes favours or promises of favours or threats of a reprisal related to submission to any of the above.

The definition of sexual harassment does not depend on a complaint. It may occur even when the harassed individual does not complain to the offender.

**ACTION**

Ensure your behaviour or comments are not unwelcome, unwanted, or offensive to others. If you are subject to any unwelcome or unwanted behaviour or comments. Employees are encouraged to take the following steps:

1. Indicate to the person involved that you are offended by the behaviour and that you want it to stop.
2. Refuse to participate in the kind of behaviour that offends you.

3. If you are unsure about whether the conduct you find offensive constitutes sexual harassment, you can discuss the matter in confidence with your Publisher or HR Associate. You may ask to discuss the matter with either a male or a female management representative or Union representative.
4. If you believe you have been sexually harassed, file a complaint with any of the above.

**OUR RESPONSE TO THE RECEIPT OF A COMPLAINT WILL BE:**

1. There will be an investigation of the complaint which will include a discussion with the person or persons you indicate have been involved in the harassment and a discussion with any other employees who may have been subject to similar behaviour. The persons involved either Complainant or Accused will be advised of his/her rights to Union representation.
2. We will not disclose the name of anyone who registers a complaint or the circumstances related to the complaint to any person except when it is necessary for investigating the complaint or taking disciplinary measures.
3. Anyone who is found to have harassed another employee will be subject to discipline up to and including dismissal.
4. Any decision regarding a complaint of harassment may be appealed to the President or Chairman of the Company.

**ACCESS TO GRIEVANCE PROCEDURE**

Nothing in the above policy in anyway abridges the employees rights under the grievance procedure.

**APPENDIX “C”  
PARENTAL LEAVE**

(a) Pregnancy Leave

(1) A pregnant employee who requests leave under this Article is entitled to up to 17 weeks of unpaid leave beginning no earlier than 11 weeks before the expected birth date, and no later than the actual birth date, and ending no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and no later than 17 weeks after the actual birth date.

(2) An employee who requests leave under this Appendix “C” after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2) above.

(4) A request for leave must

(i) be given in writing to the employer,

(ii) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(iii) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1) must

(i) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

(ii) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(b) Parental Leave

(1) An employee who requests parental leave under this Article is entitled to:

(i) for a birth mother who takes leave under Part (a) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Part (a) above unless the employer and employee agree otherwise,

(ii) for a birth mother who does not take leave under Part (a) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(iii) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

(iv) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(i) be given in writing to the employer,

(ii) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under Parts (a) and (b) is limited to 52 weeks plus any additional leave the employee is entitled to under A (3) above or B (2) above.

**LETTER OF UNDERSTANDING #1**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**RE: FREELANCE PHOTOGRAPHERS**

Whereas Article 22.01 (d) of the collective agreement puts all editorial photography into the jurisdiction of the union and;

Whereas there have been times when freelance photographers have been hired non-union to do relief work for photographers on days off or vacation in violation of Article 22.01 (d) and;

Whereas there is a concern by the Company that hiring relief photographers as union members will be an administrative burden and tie them to hiring such photographers under Article 33.03 if there is a vacancy to be filled and;

Whereas there is a concern on the Union's part that, if we allow Article 22.01 (d) to be violated it sets a precedent that may lead to the hiring for more freelance photographers and the erosion of the bargaining unit (which already has one less photographer than when the collective agreement first came into effect).

Therefore it is agreed by both parties that:

- all editorial photography remains within the jurisdiction of the union;
- occasional submitted photographs and photographers from correspondents from outlying communities can continue to be run in the newspaper;
- freelancers will be able to do relief work (either on a one-day basis or for vacation coverage) under the following conditions:
- the company pays union dues on their behalf while they are so employed,
- they will not be deemed employees under Article 33.03 of the collective agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #2**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor, Local 2000**

**Re: CAMERA EQUIPMENT**

Editorial employees employed prior to date of ratification will continue to receive camera allowances as per Article 3.19. The Company shall provide adequate camera equipment – including suitable lenses to provide professional quality photographs - and maintain it to ensure it is in proper working order.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #3**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: SERENA PLATZER**

Serena Platzer will continue to be paid at \$15.25 per hour and receive a 10% premium when filling in for the Circulation Manager. She will receive a lump sum payment equivalent to 1% of one year's salary in the pay period following March 1<sup>st</sup>, 2015 and March 1, 2016.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #4**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: SIGNING BONUS**

All employees will receive a signing bonus equivalent to 1% of their total 2014 hourly pay (exclusive of commissions, benefits, bonuses and other allowances) to be paid on March 15, 2015.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**SIGNING PAGE**

The Parties agree that the contained terms and conditions of employment represent the first Collective Agreement between the parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**APPENDIX D – DELIVERY DRIVERS**

This agreement covers all Dependent Contract Delivery Drivers (hereinafter referred to as “Drivers”) contracted to deliver the Kamloops This Week newspaper, complete with inserts therein.

Drivers covered by this Appendix are excluded from Sections 3, 4, 5, 6, 7, 14, 15, 16, 17, 18, 19, 21, 23, 25, 28, 30, 31, 32, 33, 34, 35, 37, 38, Appendix A, Appendix C and Letters of Understanding 1, 2, 3 and 4.

**ARTICLE 1 - POSTING AND SENIORITY**

1.01 Current routes will be listed and vacant routes will be posted as they become available. New Routes and amalgamated routes will also be posted.

1.02 Drivers who have been under contract to the Employer for the longest period of time will be given preference when filling the vacancy.

1.03 It is understood that nothing in this clause precludes the Employer from discontinuing, amalgamating or modifying routes. Prior to such changes, the Employer agrees to consult with the Union, and any change made will be given one (1) month’s notice.

1.04 A driver who becomes redundant as a result of a discontinuance of a run or has his/her route rate altered by 20% by the Company may apply length of service and bump another driver with less service.

1.05 It is understood that Drivers’ seniority shall be continuous service from last date of hire.

1.06 A driver who finally loses his/her route will receive notice or pay in lieu of notice or a combination of pay and notice of two weeks per year of service to a maximum of eight (8) weeks.

1.07 Any special delivery runs of flyers, catalogues, recreation guide, “hot shot” deliveries or deliveries to other cities may be open for negotiation with the Union to provide bids competitive with commercial carriers where operating requirements permit and where such work does not interfere with regular responsibilities of drivers.

**ARTICLE 2 - CONDITIONS**

2.01 The Employer shall provide sufficient newspapers to the Delivery Drivers for each of the routes specified in the manifest. The manifest shall set out the number of newspapers for each route.

2.02 The Driver shall pick up the newspapers at the Employer’s loading area on each delivery day and deliver them to the address with dispatch. The employer reserves the right to determine the order in which deliveries are to be made.

2.03 Drivers will report to the loading dock at their scheduled loading times.

2.04 If there is a change of times the Employer will advise the Driver no less than one (1) hour prior to his or her scheduled loading time.

2.05 Drivers must be at their designated phone number each day one (1) hour prior to their loading times. If they are unable to be at their designated phone numbers, they must contact the Employer one (1) hour prior to their loading times. The Employer can change the specified start times only once per delivery day.

2.06 If the papers are not available at the specified or changed time, wait time will be calculated in minimum of fifteen (15) minutes units with any fraction of fifteen (15) minutes being considered as fifteen (15) minutes.

2.07 A detailed breakdown of wait time will be provided to drivers in the following pay period.

2.08 In the event that the Employer changes the truck departure order, or if it decides to change to morning delivery or to change the days of delivery, it will advise the affected driver(s) one (1) month in advance of the change unless otherwise mutually agreed upon.

2.09 Any directions which may be given by the Employer pursuant to the terms of this Agreement may be given by the Circulation Manager of the Employer or such other person as may be appointed by the Employer.

2.10 Drivers will deliver notices to carriers that directly relate to delivery of Kamloops This Week and will not be required to deliver notices relating to items that are not within the jurisdiction of the union.

**ARTICLE 3 – PAYMENT**

3.01 Remuneration as per attached grids.

3.02 When newspapers, including flyers, inserts, etc. weigh between 350 and 700 grams, drivers will be paid 1.5 times their route rate as set out in the Attachment. When newspapers, including flyers, inserts, etc. weigh more than 700 grams, drivers will be paid two times their regular rate of remuneration.

3.03 Mileage as per attached grids.

3.04 A gas subsidy for gasoline prices in excess of \$1.00 per litre (pump price) will be paid each month. The basis for the subsidy will be the average monthly gas price published by MJ Ervin and Associates for Kamloops and will be paid for the month following the month for which the average applies. This subsidy will be paid based on actual kilometers driven at a rate of 16 litres per 100 km. For example, if the average price of gas goes up by 1¢ per litre, a driver who drives 100 km will receive an additional 16¢ for each delivery day that month.

3.05 Tandems: Paid for 1/2 run extra if they can be taken with regular delivery and full run extra if taken separately.

3.06	Hourly pay rates		
		March 1, 2015	March 1, 2016
Increase		1%	1%
		\$12.13	\$12.25

3.07 Shift Differential of \$.625 per hour for all hours worked between 8 p.m. and 8 a.m.

3.08 \$0.008 per paper rate paid on actual papers delivered each delivery date.

**ARTICLE 4 - SUBSTITUTES**

4.01 The Employer will advertise and make available a list of replacement drivers who may be contacted by the Driver.

4.02 The Driver is responsible for providing a substitute driver from the available list of replacements, when the primary Driver is not available. If a Driver from the list cannot be utilized, then Drivers will provide their own substitutes for vacation coverage or other time off.

4.03 Existing delivery drivers can serve as substitutes provided it does not interfere with the delivery of their primary routes.

4.04 Drivers must drive a minimum of 50% of the days their routes require per week.

4.05 Vacations, authorized leaves of no more than three months, sick days and other authorized absences shall not count towards the 50%.

4.06 If the Employer terminates a Driver for violating Article 4.04 which the Union has confirmed and brought to the Employer's attention, the Union will not take the termination to arbitration. In all other cases of termination of a Driver for violating Article 4.07, the Union has the right to appeal that termination through the grievance procedure.

4.08 Enforcement of the 50 per cent rule may be triggered upon receipt of a written complaint from a shop steward.

4.09 Drivers, who are investigated and found not to have signed in for at least 50 per cent of their trips over a three month period, except for the valid reasons covered in this clause of the Collective Agreement, will be notified, in writing, that they are in violation of the Collective Agreement.

4.10 Drivers who have been notified of a violation under this Article will have two weeks to reply to the employer with an explanation.

4.11 Failure to reply, or providing an unacceptable explanation, will result in termination.

#### **ARTICLE 5 - LEAVES OF ABSENCE**

5.01 A leave of absence of up to three (3) months may be granted during which time the route remains with this Driver.

#### **ARTICLE 6 - ROUTE TIME AND DISTANCE**

6.01 The Employer and the Union will agree on the time required to complete the route, number of drops, number of papers and kilometerage for each run.

6.02 Kilometerage will be calculated from dock to dock.

6.03 Either party may call for re-evaluation of time required or kilometerage or time but no more often than twice per year, however, adjustments can be made by mutual agreement when there are significant changes in the route.

The audit will be conducted within two weeks of it being requested.

Furthermore, any audit requested by a driver that amounts to a higher pay rate, that pay will be retroactive to the date the audit was requested in writing.

If the company calls for an audit and it is not performed within two weeks, the company will only be able to call for one more audit in that year.

Audits will be conducted by employees following in a separate vehicle from the delivery driver.

6.04 If a new route is created by the Employer, the parties will agree on the time required and the kilometerage of each run.

6.05 Audits will be conducted only on the heaviest delivery day in the week the audit is performed.

#### **ARTICLE 7 - STATUTORY HOLIDAYS.**

7.01 The Employer shall give one (1) month's notice of any change in the day that a statutory holiday is recognized by the Employer.

#### **ARTICLE 8 - INSURANCE AND LICENCING**

8.01 The Drivers shall, during the term of this Agreement, maintain comprehensive General Liability Insurance of \$1,000,000. The parties recognize that there will be no liability attached to Kamloops This Week.

8.02 Drivers shall indemnify and save harmless the Employer from and against any claims, damages, costs, expenses, actions and suites arising out of the performance of the Driver's obligation as contained herein arising from the failure of the Driver or his/her agents or

employees to fully comply with any term or conditions of this Agreement.

8.04 Cargo Insurance is not required and the Employer will make no claim in the event of the loss of newspapers due to an accident.

8.05 The Delivery Drivers agree they are responsible for making any necessary deductions for Employment Insurance, Canada Pension or Revenue Canada for themselves. The Employer shall not make any deductions on behalf of the Contract Driver for any such payments.

8.06 The drivers shall, during the term of this Agreement, maintain delivery insurance. Upon receipt of valid insurance documents, verifying that the driver has purchased delivery insurance, the Company will reimburse contracted delivery drivers \$12.50 per pay period.

#### **ARTICLE 9 – WCB**

9.01 The Employer agrees to remit W.C.B. assessments on behalf of the Drivers and casual replacements.

#### **ARTICLE 10 – BULLETIN BOARD**

10.01 The Employer shall provide a bulletin board for the exclusive use by the Delivery Drivers.

#### **ARTICLE 11 – DISCIPLINE**

11.01 In the event that a Driver fails to deliver his or her route without good cause, and if this failure to deliver the route continues for two consecutive working days after the Employer has given written notice to the Driver and the Union specifying the failure to deliver, the Employer shall have the right to terminate the Driver forthwith by giving the Driver and the Union written notice to that effect. Any reasonable delivery costs over and above the normal route rate will be borne by the Driver.

#### **ARTICLE 12 – CONTRACTORS**

12.01 It is agreed that the Driver is and shall remain a contractor and nothing in this agreement shall be construed so as to create an employee or agency relationship, a partnership or a joint venture between the Employer and the Driver unless otherwise agreed to by the Union and the Employer.



**LETTER OF AGREEMENT #5**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: DRIVERS HOLDING MORE THAN ONE ROUTE**

The drivers who hold more than one route will be entitled to hold two routes until they vacate either or both of those routes for whatever reason. Should the Driver vacate one (1) of the routes, it will become stand alone.

If their scheduled start time for the second route is delayed by more than two hours and they haven't finished delivering their first route by the time the second route is ready for delivery, those individuals will hire a sub or another driver to deliver half that second route.

This letter of agreement is signed on the understanding that these drivers will have their first route delivered on the first truck from Vernon and the second route on the second truck from Vernon.

This letter of agreement does not prevent the company from awarding a second route to any delivery driver as long as delivery times can be met on a consistent basis.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #6**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: RED CIRLED DRIVERS**

When a driver who is red circled on the drivers grid, leaves the route, payment for that route shall revert to the formula specified in the grid.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #7**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: WEEKEND WORK**

If a permanent change in publication dates requires the Newspaper to be delivered on Saturdays or Sundays and the driver holding that route is unable, or unwilling to deliver on those days, another driver will be hired to work on those dates.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #8**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: SHIFT CHANGE**

In the event of a shift change, the drivers will retain the shift differential for the remainder of this collective agreement (red circled).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**LETTER OF AGREEMENT #9**  
**between**  
**Kamloops This Week**  
**and**  
**Unifor Local 2000**

**Re: SIGNING BONUS**

All contract drivers will receive a signing bonus of 1% of their total 2014 hourly pay (exclusive of commissions, benefits, bonuses and other allowances) to be paid on March 15, 2015.

An additional lump sum payment equivalent to of 1% of their total 2015 hourly pay (exclusive of commissions, benefits, bonuses and other allowances) to be paid on March 15, 2016.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union