

NEWSPAPER AGREEMENT

BETWEEN:

TIMES  **COLONIST**

TC PUBLICATION LIMITED PARTNERSHIP

AND:



Pressroom Department

January 2, 2015 – January 1, 2019

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THIS COLLECTIVE AGREEMENT made and entered into this second day of January, 2015, by and between TC Publication Limited Partnership, party of the first part, and hereinafter referred to as the Company, and **Unifor**, Local 2000, by its representatives, party of the second part, and hereinafter referred to as the Union, WITNESSETH:

NEWSPAPER AGREEMENT
BETWEEN
TC PUBLICATION LIMITED PARTNERSHIP
AND:
UNIFOR, LOCAL 2000
Pressroom Department

ARTICLE 1 — TERM OF AGREEMENT

- 1.01 From and after January 02, **2015** and for a full term of 48 months ending January 01, **2019**, this Agreement shall remain in full force and effect and thereafter until terminated in accordance with the Labour Laws of the Province of British Columbia.
- 1.02 If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees.

ARTICLE 2 — PROPOSALS FOR A NEW AGREEMENT

- 2.01 If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the *Labour Code of British Columbia*, The operations of section 50.2 and 50.3 of the *Labour Relations Code of British Columbia* is hereby excluded.

ARTICLE 3 — GRIEVANCE PROCEDURE

- 3.01 Upon the signing date of this Agreement the Employer and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this committee from any cause the party not fully represented shall immediately appoint a new member to fill such vacancy.
- 3.02 As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of this Agreement takes place,

including any letters of agreement jointly signed and appended to this Agreement, representations shall first be made to the Foreman or Chapel Chairman within five (5) days from the time the dispute comes to the attention of the party affected.

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

ARTICLE 4 — UNION SECURITY

- 4.01 The Company agrees to employ none but members of the Union in good standing to perform all work within the jurisdiction of the Union.

ARTICLE 5 — STRUCK WORK — PICKET LINES

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

ARTICLE 6 — NEW PROCESS-NEW EQUIPMENT- TECHNOLOGICAL CHANGE

- 6.01 The General Foreman shall give the Union three (3) months notice when the Company intends to introduce any process or equipment and reasonable notice of any expansion of any process or equipment which falls within the jurisdiction of the Union.
- 6.02 Within ten (10) days after submitting such notice the Company agrees to meet the Union representatives in order to discuss the time, procedure and training necessary for the introduction of such process or equipment. The Company agrees to provide facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any process or equipment to meet the intent of this Agreement. Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his preference claim who has not been afforded the opportunity to be retrained.
- 6.03 Technological Change: Definition: Any change in technology, method (1) or procedure (2) during the period of a collective agreement which decreases the number of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business.
 - (1) e.g., hot metal to cold type
 - (2) e.g., change in computer operation
- 6.04 The Company guarantees to the Union that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change. It is agreed the number of employees as at **January 2, 2015** was 19 (not including people on LTD).
- 6.05 The Company has the right to introduce technological changes. Prior to so introducing the Company shall advise the Union and the Victoria Joint Council of Newspaper Unions.

- 6.06 The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change.
- 6.07 The number of employees may be reduced through attrition.
- 6.08 During the period of this Agreement members may elect to accept an early separation allowance which shall be paid on the following basis providing the situation holder applying has had five (5) years continuous service with the company immediately prior to seeking early retirement and is sixty (60) years or older.
- (a) One thousand \$1,000 dollars per month commencing at the date of separation and continuing until age sixty five (65) unless terminated by death.
Or
 - (b) Twenty thousand (\$20,000.00) dollars if the employee is sixty five (65) years or older at December 1, 1983.
Or
 - (c) Twenty five thousand (\$25,000.00) dollars if the employee is sixty (60) to sixty four (64) years of age at December 1, 1983.
Or
 - (d) Thirty thousand (\$30,000.00) dollars if the employee is under sixty (60) years of age at December 1, 1983.
- 6.09 Contributions towards Union pension plans and dental plans will continue until age sixty five (65) for the employee taking early retirement. Similarly the Company will continue its contributions until age sixty five (65) for Medical Services Plan, Extended Health Benefits Plan, Vision Care Rider and toward substitute Accidental Death and Dismemberment Life Insurance and Extended Health Benefits plans for those employees formerly protected for such coverage under the Printing Industry Welfare Fund.
- 6.10 Those employees seeking early separation allowances who are members of the Employer's pension plan and remain in it until age sixty five (65), will have their pension maintained at the same level by the Employer as if they had continued working until age sixty five (65).
- 6.11 If the Company's offer is accepted beyond thirty (30) days after the implementation of the seven day single edition schedule, the employee shall not be entitled to those benefits and payments provided for in paragraphs 6.08 - (b), (c) and (d) but shall be entitled to those payments and benefits provided for in paragraphs 6.08 (a); 6.09; 6.10; 6.12 and 6.13.

- 6.12 For those employees with five or more years continuous service who reach sixty five (65) years of age during the term of this Agreement, and who have not previously retired, the Company will make a special retirement allowance of four thousand (\$4,000.00) dollars.
- 6.13 Those employees in the bargaining unit during the term of this Agreement who have not attained age sixty (60) and wish to quit due to the introduction of technological change will be paid the following separation allowance: three weeks straight-time pay for each full year of employment by the Company for the first five (5) years of employment as a situation holder and in addition one week straight-time pay for each six (6) months of employment (or major fraction thereof) as a situation holder in excess of five (5) years with a maximum total of sixty (60) weeks straight time pay.
- 6.14 The foregoing separation allowances in paragraphs 6.08 (a); 6.09; 6.10; 6.12 and 6.13 above, will be payable only in the case of a technological change. Such allowance when paid shall constitute complete severance from the Company's employ and no employee accepting and receiving such payments shall seek reemployment without the consent of the Company.
- 6.15 Separation allowance shall be paid only under the required conditions of this Agreement and only where there has been mutual consent to early retirement between the Company and the employee involved. Furthermore, such separation allowances will be in lieu of any other severance payments included elsewhere in the Agreement in which case such other severance payments shall not be due and payable.
- 6.16 Such persons electing the early separation allowance shall be considered as part of the attrition within the bargaining unit.

ARTICLE 7 — SETTLEMENT OF JURISDICTION DISPUTES

- 7.01 Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other Unions covered by a Collective Agreement with the Company, three (3) months notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of the Union or the transfer to or combining of a job function with the jurisdiction of another Union is contemplated.
- 7.02 Should the parties be unable to resolve the problem it shall be submitted to one of the following three (3) arbitrators and the case shall be heard by the first available arbitrator, Mark Atkinson, David McPhillips, Mark Brown. The arbitrator shall conduct such inquires as is deemed necessary and shall attempt to mediate a resolution to the problem.

- 7.03 Should mediation of the problem fail, the mediator shall, within thirty (30) days make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- 7.04 This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined above.
- 7.05 The time limits outlined in the section may be altered by mutual consent of the parties to this Agreement.

ARTICLE 8 — JURISDICTION

- 8.01 The Union claims jurisdiction over all printing presses operated by the Company but excluding those presses used solely for the purpose of pulling proofs and those presses used solely for in-plant purposes.
- 8.02 Method for paper handling shall continue as in the past, namely, all newsprint shall first be stored in the Company premises by the newsprint company but shall be taken from storage to the pressroom by members of the Pressmen's Union.
- 8.03 Should the Employer install any equipment or adopt any process designed as a substitute for or evolution of work performed by members of the Union, the Company recognizes the jurisdiction of the Union over such equipment or processes.
- 8.04 When the Company requires maintenance to be performed on an off-shift where the press may have to be operated under power, the Company in consultation with the General Foreman or his replacement will determine the necessity of Journeyman being employed for such shift.
- 8.05 It is agreed that the stereo department will continue to operate the Printer Area Reader. In the event there ceases to be a stereo department, operation of the PAR equipment will be assigned to the pressroom.

ARTICLE 9 — MANNING

Replaced by LOA # 9

ARTICLE 10 — APPRENTICES

- 10.01 Applicants for apprentice positions must be interviewed and accepted by the Union Examining Committee and the General Foreman before beginning employment. Apprentices shall become members of the Union after serving a ninety (90) day probationary period, provided the Union and the General Foreman consider they will

become competent Journeyman Pressmen, after which they will serve a further four (4) year apprenticeship.

- 10.02 Apprentices to work on press and to perform any duty assigned to them by the Foreman.
- 10.03 Before entering the trade as an apprentice, the applicant must first undergo a physical examination by a qualified medical examiner.
- 10.04 It is understood that minor physical defects not affecting his ability to do pressroom work shall not disqualify an applicant.
- 10.05 No apprentice shall be laid off at any time during his apprenticeship period except for cause that the General Foreman deems sufficient.
- 10.06 A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and the Company shall be selected by the parties to this Agreement and shall meet no less than once every four months. This Committee shall have the full power and authority to deal with all aspects of apprenticeship, training, education, advancement and discipline (not covered by the Agreement) for those apprentices employed in the pressroom.

ARTICLE 11 — FOREMAN

- 11.01 The General Foreman of the pressroom shall be the judge of a man's competency on the basis of work performed. He shall employ, supervise and control all employees in the pressroom and discharge for cause that he deems sufficient. Upon request of the Union, the General Foreman shall immediately give the reason for the discharge in writing. All orders in the pressroom shall emanate from the General Foreman or his designate.
- 11.02 After a member's initial competency has been determined by the General Foreman and a subsequent dispute over competency arises, that member shall remain employed as a pressman until the resolution of the grievance.
- 11.03 A discharged employee shall have the right to challenge the fairness of any Employer rule, or ruling, which is applied to bring about his discharge.
- 11.04 The Union shall not discipline the General Foreman for carrying out the instructions of the Company or its representatives as authorized by this Agreement

ARTICLE 12 — HOURS OF WORK

- 12.01 Day shift shall consist of seven and one-half (7 ½) consecutive hours, exclusive of one-half (½) hour for lunch, to be worked between the period of 7:00 a.m. and 7:00 p.m.

- 12.02 Night shift shall consist of seven and one-half (7 ½) consecutive hours, exclusive of one-half (½) hour for lunch, to be worked between the period of 7:00 p.m. and 7:00 a.m.
- 12.03 Any shift not starting and stopping between the hours outlined in this Article shall be classified as a lobster shift, and shall consist of seven (7) consecutive hours, exclusive of one-half (½) hour for lunch.
- 12.04 The General Foreman shall initially determine the number of members allowed off each day. All off-days worked shall be paid for at the prevailing over-time rate unless coverage for that shift is the direct result of Union responsibility.
- 12.05 Union responsibility shall be defined as leaves of absence or lay-off and Union business.
- 12.06 Company responsibility shall be defined as Workers' Compensation, jury duty, statutory holidays, vacations and Company business and sickness.
- 12.07 Substitutes shall cover Company responsibilities first, however, substitutes will cover responsibilities under 12.05 and 12.06 on a weekly basis for the balance of the required coverage in that week.
- 12.08 Five (5) straight-time shifts for the office shall constitute a week's work. Any additional office shifts beyond five (5), and all double-header shifts worked for the office in any week shall be paid for at the prevailing overtime rates.
- 12.09 Where an employee works six (6) office shifts, one (1) of which is a double-header the double-header shall be considered the sixth shift and shall be paid for at the prevailing overtime rates.
- 12.10 A double-header shift as referred to in 12.08 and 12.09 above, shall be defined as the second shift worked in a twenty-four (24) hour period.
- 12.11 Subject to 12.01, 12.02 and 12.03, one (1) day shall be the shortest period for which a member of this Union shall accept pay.
- 12.12 When management wishes to make a change in the regular starting time, not less than forty-eight (48) hours' notice shall be given.
- 12.13 An office shift shall be defined as a shift for which the Company has accepted responsibility.
- 12.14 A wash-up time of twenty (20) minutes will be provided at the end of each shift. If the wash-up time runs over the end of the shift it will be paid at straight time. It is understood that any time left at the end of the regular shift shall be used in calculating paid wash-up time. In the event of overtime, the paid wash-up time will commence at the end of the 1st quarter hour overtime period worked.

12.15 A fifteen (15) minute paid break will be provided at the conclusion of the daily press run, prior to running any other product not associated with the daily editions. This does not apply to small, repetitive commercial products.

12.16 All regular employees will receive consecutive days off.

ARTICLE 13 — CALL BACK

13.01 If employees, having left the building after completion of their shift, are called back, they shall receive one (1) hour's pay for the call back in addition to whatever overtime they earn. Employees called back shall be duty bound to comply with the call if it is in their power to do so. When called back, an employee shall receive a minimum of one (1) hour's pay at the overtime rate.

ARTICLE 14 — EXTRAORDINARY CONDITIONS

14.01 Under extraordinary conditions, such as breakdown or unusual occurrences which affect the entire pressroom, due to circumstances over which the office has no control, men may be required to get out the regular edition at single price, if work is not completed within the regular hours and provided work is interrupted for more than one hour.

ARTICLE 15 — WAGES

15.01 **Payroll for all employees in all jurisdictions (collective agreements) will change from a weekly payroll, to a bi-weekly payroll effective January 8th, 2016**

Payment of wages shall be made bi-weekly no later than Friday following expiration of each financial bi-week.

15.02 Men working nights shall be paid an additional nine (9 %) over the weekly day rate

15.03 Rate of wages shall be:

Four years, effective January 2nd 2015

Weekly Rates	Days-37.5 hrs	Nights-37.5 hrs	Lobster-35 hrs
January-02-15	\$1,571.63	\$1,713.00	\$1,713.25
January-02-16	\$1,579.50	\$1,721.63	\$1,721.65
January-02-17	\$1,587.38	\$1,730.25	\$1,730.40
January-02-18	\$1,595.25	\$1,738.88	\$1,739.15
Shift Rates	7.5 hrs	7.5 hrs	7 hrs
January-02-15	\$314.33	\$342.60	\$342.65
January-02-16	\$315.90	\$344.33	\$344.33
January-02-17	\$317.48	\$346.05	\$346.08
January-02-18	\$319.05	\$347.78	\$347.83

Hourly Rates			
January-02-15	\$41.91	\$45.68	\$48.95
January-02-16	\$42.12	\$45.91	\$49.19
January-02-17	\$42.33	\$46.14	\$49.44
January-02-18	\$42.54	\$46.37	\$49.69

15.04 A minimum of one (1) day or one (1) night charge-hand rate per week will be paid to those members designated as charge-hands by management through the General Foreman. When Journeymen are called upon to assume the responsibility of a charge-hand, they shall receive not less than twenty five (\$25.00) dollars per day over Journeyman scale.

15.05 Printed matter to be used for Publisher's promotion and which contains no revenue advertising as well as Supplements inserted into a regular edition, shall be run without extra time charge if run within a regular shift. If run in overtime, the prevailing overtime rates shall prevail,

15.06 All apprentices shall receive the following percentage based on the Journeyman's scale for day and night work. For the ninety (90) day probationary period: forty (40%) percent of the Journeyman Pressman scale; and thereafter the following percentage based on the respective Journeyman Pressman scale for day and night work:

	<u>First Six Months</u>	<u>Second Six Months</u>
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

15.07 The Company will provide adequate wash-up time if a pressman is required to go inside a unit.

ARTICLE 16 — OVERTIME

16.01 Overtime on any shift shall be paid for at the rate of double time and paid in quarter (¼) hour increments. Overtime shall be worked when required. Overtime schedules shall be posted at least twenty four (24) hours in advance except for regular editions, comics, the TMC and commercial work.

ARTICLE 17 — STATUTORY HOLIDAYS AND SUNDAYS

- 17.01 The following days (or days celebrated in lieu of any of them) shall be considered holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Armistice Day, Christmas Day, Boxing Day, Family Day and employee's birthday. Any additional days proclaimed as a public holiday by Federal, Provincial or Municipal order, and any other holidays recognized by the Company by not publishing shall be treated in the same manner as the aforementioned holidays.
- 17.02 Such holidays, if worked, shall be paid for at double time rates, plus the regular rate as outlined in Article 15.
- 17.03 Any employee who has worked a minimum average of three (3) days a week for the Company during the preceding seven (7) weeks shall receive a day's pay at straight time rates for statutory holidays, as outlined in 17.01.
- 17.04 Unless otherwise paid, employees who have qualified for a statutory holiday on the basis outlined in 17.03 above shall receive the pay for that statutory holiday upon termination of employment with the company.
- 17.05 Situation holders, substitutes and apprentices shall receive one (1) day statutory holiday credit for each day lost due to: personal illness provided the employee qualifies for benefits under the PIWP; Jury Duty; while in receipt of Workers' Compensation; while acting for the Union on Company-Union business. A maximum of twenty (20) working days credit (equals one holiday) will be allowed for each year of service up to five (5) years. Those with five (5) or more years of service will receive up to a maximum of eleven (11) statutory holidays without qualification from date of absence. In no event will any employee receive any statutory credits for an absence extending beyond one (1) year.
- 17.06 In the case of all statutory holidays the night prior to the holiday shall be the off-shifts where such shifts start after 1:00 p.m. The off-shift for the day shift shall be the day of the holiday. In the event a statutory holiday falls on an employee's off day or night, the next working day or night following the holiday shall be considered as the employee's off day or off night, unless ordered to the contrary by the General Foreman in which case some other day will be designated in lieu of it.
- 17.07 Sunday for all Journeymen and apprentices shall mean 7:00 a.m. Sunday to 7:00 a.m. Monday.

ARTICLE 18 — VACATIONS

- 18.01 Members shall be entitled to fifteen (15) days vacation with fifteen days' pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the

Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Members working less than one hundred and sixty-five (165) shifts in a calendar year shall receive one (1) day vacation with pay for each eleven (11) shifts worked or major fraction thereof.

- 18.02 Members having five (5) or more years, service shall be entitled to twenty (20) days vacation with twenty (20) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and sixty-five (165) shifts in a calendar year shall receive one (1) day vacation with pay for each eight (8) shifts worked, or major fraction thereof.
- 18.03 Members having ten (10) or more years, service shall be entitled to twenty-five (25) days vacation with twenty-five (25) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and sixty-five (165) shifts in a calendar year shall receive one (1) day vacation with pay for each seven (7) shifts worked, or major fraction thereof.
- 18.04 Members having eighteen (18) or more years service shall be entitled to thirty (30) days vacation with thirty (30) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and sixty-five (165) shifts in a calendar year shall receive one (1) day vacation with pay for each five and one-half (5 ½) shifts worked, or major fraction thereof.
- 18.05 Fifteen (15) days of vacation in 18.02, 18.03 and 18.04 may be taken consecutively. The time for taking the remainder shall be arranged between the Foreman and the employee in consultation with the Chapel Chairman.
- 18.06 Situation holders, substitutes and apprentices shall receive one (1) day's vacation credit for each day lost due to personal illness provided the employee qualifies for benefits under the PIWP; Jury Duty; while in receipt of Workers' Compensation; while acting for the Union on Company-Union business. A maximum of twenty (20) days working credit will be allowed for each year of service up to five (5) years. Those with five (5) or more years of service will receive up to a maximum of one hundred and sixty-five (165) days working credit from date of absence. In no event will any employee receive any vacation credits for an absence extending beyond one (1) year.

- 18.07 Vacation pay scale shall be the straight-time rate currently paid to the employee or two percent (2%) of the previous year's T4 slip for each week of vacation entitlement, whichever is greater.
- 18.08 All vacations carried over from a previous year shall be taken prior to April 1 in said second year.
- 18.09 Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- 18.10 Any employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which he qualified.
- 18.11 The privilege of vacation with pay shall be suspended during, but for no longer than, any period in which the Union is unable to supply a sufficient number of competent and satisfactory members to enable the Company to issue its publications promptly and regularly at the straight-time rate of wages provided in this Agreement. If an employee is required by the employer to alter his vacation dates, the employer will compensate the employee for any out of pocket expenses he may have made and cannot recover in connection with his planned vacation.
- 18.12 The time of the year that each employee shall take a vacation shall be determined and arranged by the General Foreman after consultation with the Chapel Chairman, in order that there shall be no interruption in the publication of the newspaper.
- 18.13 At least two (2) Journeyman shall be allowed on vacation at all times, but the time and selection of vacations shall be on a rotation basis as laid down by the Union providing that a Foreman is available on each shift.
- 18.14 Computation of vacation credits shall commence on the date of employment.
- 18.15 Each employee shall receive his or her full-earned vacation in the calendar year that the anniversary date is reached.
- 18.16 When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date was reached, the unused days shall be added to the employee's succeeding year's earned vacation credits.

ARTICLE 19 — PRIORITY

- 19.01 Layoff, recall and the filling of regular situations shall be by priority.

ARTICLE 20 — SEVERANCE PAY

- 20.01 Upon dismissal for any reason other than for gross misconduct or for self-provoked dismissal for the purpose of collecting severance pay, or being laid off, an employee shall receive severance pay in cash in a lump sum equal to one (1) week's pay for every **five (5)** months for service or major fraction thereof, up to maximum of **forty five (45)** weeks. Such pay shall be computed at the highest straight time weekly wage paid to the employee during the period of 52 weeks immediately preceding dismissal or lay-off.
- 20.02 Notwithstanding the provisions of 20.01 in the event of cessation of publication of the Times Colonist, or in the event of the elimination of any edition of the production of the Times Colonist, and in the event of layoffs in such instances any employee laid off will receive a minimum of ten (10) weeks severance pay.
- 20.03 Upon being reduced to the Sub Board, a member may decide to discontinue his service with the Company and said member shall be paid severance pay due him.
- 20.04 If any employee is re-hired following the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Company. Reasonable terms of repayment shall be arranged if required by the employee.
- 20.05 The period of any employee's service with the company, for the purpose of this Article, shall mean the total period of consecutive and uninterrupted service of the employee concerned except that:
- (i) Breaks in service with the company, which were occasioned in circumstances over which the employee had no control, shall not be regarded as an interruption.
 - (ii) Leaves of absence granted by the Company to any employee subsequently re-hired following a dismissal to reduce the labour force, shall not be regarded as an interruption in continuity of service but the time actually spent away from regular duties shall not count as time served.
- 20.06 A senior employee shall have the option of claiming severance over a junior employee.

ARTICLE 21 — ACCIDENT PAY

- 21.01 In the case of a compensable accident the Company will pay one hundred (100%) percent of an employee's wages, less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed by the Company.

ARTICLE 22 — JURY DUTY

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

ARTICLE 23 — BEREAVEMENT LEAVE AND PAY

23.01 A regular employee will be granted four (4) days leave with pay in the event of the death of a member of the immediate family which includes all in-laws grandparents and grandchildren, and one (1) additional day for a spouse or child or step child.

The leave will be increased by one (1) additional day for an immediate family death which occurs more than eight hundred (800) kilometres from Victoria.

Such leave does not have to be taken consecutively but must be taken within thirty (30) days of the death of the member of the immediate family or at a later date as mutually agreed upon between the employee and their management representative.

ARTICLE 24 — UNION REPRESENTATIVE

24.01 No Union representative shall be interfered with nor discriminated against for carrying out the written instructions of the Union governing the interpretation, application or alleged violation of this Agreement.

ARTICLE 25 — UNIFORMS

25.01

- a) The Company shall provide and pay the cost for the cleaning of up to four (4) uniforms per member per week. The Company shall assume responsibility for the accounts.
- b) The Company will pay **two-hundred (\$200.00) dollars** towards the cost of safety shoes when necessary. Employees will bring in receipts for re-imbusement up to the above.
- c) Should the Workers' Compensation Board demand that certain speciality clothes or accessories for safety reasons are mandatory for members of the Union, the Company will undertake to supply same.

ARTICLE 26 — SANITATION AND VENTILATION

- 26.01 Employer agrees to furnish at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done in the pressroom.
- 26.02 Upon representation to the Employer by an authorized Union Sanitation Committee that the sanitary provisions are not complied with and are necessary to preserve the health of the employees, said Employer agrees to comply with the recommendations of such Sanitation Committee.
- 26.03 The Union reserves the right to secure the services of sanitation and ventilation experts, at its own expense whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the provincial or municipal officers for certification which shall be final and carried out forthwith.
- 26.04 The Company agrees to furnish at all times a suitable hand cleaner in adequate amounts for the use of the employees in said pressroom.

ARTICLE 27 — HEALTH AND WELFARE

- 27.01 All members of the Union shall be covered under the Printing Industry Welfare Plan. The plan pays sixty (60%) percent of gross wages up to a maximum of **Five hundred and twenty four (\$524.00) dollars or E.I. Maximum (whichever is greater)** for weekly indemnity benefits plus one hundred thousand (\$100,000.00) dollars life insurance and seventy five thousand (\$75,000.00) dollars A.D.&D.

Plan improvements for points 2 and 3 will be effective upon ratification:

1. Foot Orthotics – Two hundred (\$200.00) dollars per person each calendar year (adults, dependent children)
2. Physio/Massage Therapist – **(Combined Maximum) Four hundred and eighty (\$480.00) dollars per person each calendar year for members and their eligible dependents. One hundred (100%) percent of first forty (\$40.00) dollars per visit, for members and eligible dependants to a maximum of twelve (12) visits.**
3. Chiropractor/Naturopath – **(Combined Maximum) Four Hundred (\$400.00) dollars per person each calendar year and their eligible dependents. One hundred (100%) percent of first forty (\$40.00) dollars per visit, for members and eligible dependants to a maximum of ten (10) visits.**
4. Acupuncture – Two hundred (\$200.00) dollars per person each calendar year.

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

- 27.02 The Employer shall pay the first three (3) days absence due to illness at half the employee's daily rate provided the employee qualifies for benefits under the Plan. Balance of first week and up to and including the second week 1/7th of plan weekly rate per day. Third week and thereafter the plan weekly rate plus 1/7th times 50% of difference between plan weekly rate and employee's weekly rate, per day. In cases of hospitalization or where the employee is absent due to illness for longer than one week the employer will pay the first three (3) days at one hundred (100%) percent of the employee's daily rate.
- 27.03 Dental Plan: The Company shall pay the cost of the dental plan coverage as outlined in the Printing Industry Dental Plan effective December 1, 1974. The foregoing applies only to the levels and extent of coverage in effect at December 1, 1974 and the Union agrees that the Company will not incur any administrative costs or responsibilities under the plan and will have full rights to make representations regarding change of underwriter if it considers it necessary or desirable to do so.
- 27.04 Long Term Disability Plan: The Company agrees to continue the Great West Life Assurance Company long term disability plan introduced January 1, 1979 and further agrees that no reduction will be made in the level of benefits provided under the Plan.
- 27.05 Vision Care Plan: All members of the Union shall be covered under the Vision Care Plan. The Company shall contribute ninety (90%) percent of the monthly cost for each employee covered under the Plan. The employee's portion of the cost shall be deducted at source. The benefit level will be two hundred and seventy five (\$275.00) dollars per person every two (2) years plus a new eye examinations benefit will be incorporated at one hundred and twenty (**\$120.00**) dollars per person every twenty-four (24) months.
- 27.06 **Whenever there is a request for medical information, the Company shall pay up to fifty (\$50.00) dollars, per request.**

ARTICLE 28 — PENSION PLAN

- 28.01 The company will contribute ten dollars and seventy cents (\$10.70) per shift, including paid vacations and paid statutory holidays, paid bereavement leave and paid jury duty or any other straight-time shift for which an employee receives compensation, on behalf of each employee covered by this Agreement into the Canadian Multi Employer Retirement Fund for the Graphic Arts Media (hereinafter called the Plan).

28.02 Contributions will be remitted monthly to the Administrator together with the appropriate Contribution Report Forms to arrive in its office not later than the 15th day of the month following for which contributions are due.

ARTICLE 29 — DUES CHECK-OFF

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

ARTICLE 30 — FAMILY RESPONSIBILITY LEAVE

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

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

ARTICLE 31 — MISCELLANEOUS

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

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

31.03 The Union will receive at least ninety (90) days notification of any contemplated change in present parking facilities or fee structure and the two parties shall discuss alternate arrangements.

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

Signed on this day ___ of _____, 2015.

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

Jim Ritchie
Director of Human Resources

Catherine McConnell
Director of Finance

FOR:
UNIFOR
LOCAL 2000

Peter McQuade
National Representative

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT #1

COMPUTERS

It is agreed by the Times Colonist that during the term of this Agreement it will not introduce a computer or computers to perform work under the jurisdiction of **Unifor**, Local 2000 (Pressroom) without giving the required notice under Article 6 of the Agreement and meeting with the Union representatives to discuss the operation of such equipment.

It is agreed that when a computer is introduced which performs work in the pressroom said work shall fall within the jurisdiction of the Union.

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT #2

SUBSTITUTES

RE: SUBSTITUTE EMPLOYEES

It is agreed by the Union that it will take all reasonable steps, either by scheduling or by the provision of substitutes, to keep the number of premium shifts to a minimum and that should the situation arise where premium shifts occur at a level unacceptable to the company, both parties will meet to reach agreement on the number of additional members needed to cover the company's workload. The Union will provide such additional members within twenty-one (21) days.

The term substitutes wherever used in this collective agreement applies to those members engaged as employees of the company. Such employees (not otherwise noted in writing) will not necessarily be entitled to a guarantee of the same shifts but shall be entitled to a minimum of three (3) shifts per week.

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT #3

COMPRESSED WORK WEEK

Notwithstanding the hours of work provisions in Section 12.01, 12.02 and 12.03 of the Collective Agreement, should the volume of business or production schedule increase to the extent that a compressed work week may be feasible, either party may approach the other to arrange a meeting to discuss the matter. Should a compressed work week be determined to be efficient and cost effective, the parties will determine the appropriate compressed work week to accommodate the increased volume of work.

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT #4

WEEKLY INDEMNITY BENEFITS

RE: WEEKLY INDEMNITY BENEFITS

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

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT # 5
VICTORIA COUNCIL OF NEWSPAPER UNIONS
LTD COMMITTEE

RE: LTD COMMITTEE

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

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

Signing page for LOA #5

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

Jim Ritchie
Director of Human Resources

Catherine McConnell
Director of Finance

FOR:
UNIFOR
LOCAL 2000

Peter McQuade
National Representative

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT #6

DIRECT DEPOSIT OF PAY CHEQUES

RE: DIRECT DEPOSIT OF PAY CHEQUES

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

1. Entry to the direct deposit system shall be voluntary for all current priority situation holders and substitutes, but mandatory for all new substitutes and new priority situation holders
2. There shall be one (1) month's notice of start up of Direct Deposit.
3. Employees shall provide a voided cheque, or deposit slip, with the applicable information to institute direct deposit in addition to signing an authorization form.
4. Deposits shall be to the savings institution of the employee's choosing.
5. Deposits shall be done electronically not later than 12:01 a.m. **every second** Friday.
6. Pay "stubs" will be provided to each employee not later than **the bi-weekly Friday they receive their pay cheque.**
7. Vacation pay shall be deposited electronically to the bank account of the employee on the last day proceeding the vacation period, if requested in advance by the employee.
8. Employees may change their designated financial institution upon one month's written notice to the payroll department.

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

Jim Ritchie
Director of Human Resources

Catherine McConnell
Director of Finance

FOR:
UNIFOR
LOCAL 2000

Peter McQuade
National Representative

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT #7

EFAP

An Employee Family Assistance Program will be implemented as per the Agreement reached September 16th, 1999.

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT # 8

INCREASED PENSION CONTRIBUTIONS

It is agreed that employees employed in the Pressroom will have the opportunity to convert hourly wages into the GCIU Employer Retirement Fund for Canada in addition to the negotiated amount in Article 28. Each employee's wage will be adjusted to reflect the additional amount to be contributed into the Plan.

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

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Chris Labrecque
Committee Member

Vic Scott
Committee Member

LETTER OF AGREEMENT # 9

ARTICLE 9 — MANNING

This LOA replaces Article 9 of the Collective Agreement. All other provisions remain unchanged

9.01 Manning for daily newspaper products, including pre-runs and the TMC:

Units	Chargehand	Journeyman	Tower(1)	Tower(2)	Tower(3&4)
Up to 5	1	4	1	0	1
6 units	1	5	1	0	1

9.02 Manning for non-daily newspaper products:

Units	Chargehand	Journeyman	Tower(1)	Tower(2)	Tower(3&4)
Up to 3	1	3	1	0	1
4	1	4	1	0	1

For runs four (4) units and above the newspaper manning table will apply.

9.03 The General Foreman will be hired over and above the manning tables outlined above. This does not prevent the General Foreman from working on the press when his time permits. The General Foreman will not be scheduled to any specific crew, nor will he appear on any employee schedule. A replacement for the General Foreman will only be hired if required by management to fulfil the duties of the General Foreman and not those normally associated with the charge-hands duties.

9.04 Journeymen members may not engage substitutes without the approval of the General Foreman except to meet the requirements of Article 9.

9.05 Individual crew members' starting times and/or lunch periods may be staggered provided that the press while on power will be manned with no less than the number of Journeymen required under Article 9.

9.06 A minimum of four regular employees will be scheduled each day for five shifts per week on days for the purpose of doing any assigned maintenance/makeready work. All absences shall be replaced.

9.07 Whenever a (2) two-unit lead is used an additional man will be employed. All absences shall be replaced.

9.08 As result of this LOA coming into effect, the existing LOA on substitutes “three (3) shift minimum” may result in a compliment of excess employees. Therefore: The Employer may offer an enhanced severance package in order to reduce employees.

This enhanced severance shall be paid at one (1) week's pay for every four (4) months of work to a maximum of seventy two (72) weeks. Such pay shall be computed at the highest straight time weekly wage paid to the employee during the period of fifty two (52) weeks prior to any reduction.

Substitutes claiming severance shall be pro-rated at the average number of shifts worked per week over the previous fifty two (52) weeks.

A senior employee whether regular or substitute shall have the option of claiming this severance over a junior employee at all times.

There shall be no reduction in terms of the LOA "three shift minimum" should no one take up any severance offer.

**FOR:
TC PUBLICATION LIMITED
PARTNERSHIP**

**Jim Ritchie
Director of Human Resources**

**Catherine McConnell
Director of Finance**

**FOR:
UNIFOR
LOCAL 2000**

**Peter McQuade
National Representative**

**Chris Labrecque
Committee Member**

**Vic Scott
Committee Member**

LETTER OF AGREEMENT # 10

UNIFOR LEAVES OF ABSENCE

SECTION 28

- (a) If an employee is elected or appointed to a position in the Unifor National Union, or the CLC, or Unifor Local 2000, or any organization with which Unifor is affiliated, he/she shall be given a leave of absence without pay upon request and shall be reinstated in the same or a comparable position when the leave expires.
- (b) A leave of absence without pay upon seven (7) days written notice shall be granted to employees elected or appointed delegates to conventions of Unifor, CLC or any organization with which Unifor is affiliated or as a delegate to special meetings called by Unifor or a branch thereof or by an organization with which Unifor is affiliated.
- (c) 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 thirty (30) days of the date of the election and be reinstated in the same or comparable position. Failure to return within thirty (30) days will constitute notice of termination by the employee. His/her employment will be terminated on the 31st day.

Leave under subsections, (a), (b), and (c) of this Section may be deducted in computing severance pay, vacations and statutory holiday pay. Vacation credits and statutory holiday pay will not be earned by employees while on such leaves.

All benefits shall cease at the end of the month the employee begins the leave.

**FOR:
TC PUBLICATION LIMITED
PARTNERSHIP**

**FOR:
UNIFOR
LOCAL 2000**

**Jim Ritchie
Director of Human Resources**

**Peter McQuade
National Representative**

**Catherine McConnell
Director of Finance**

**Chris Labrecque
Committee Member**

**Vic Scott
Committee Member**