

# **Collective Agreement**

**between**

**PACIFIC NEWSPAPER GROUP,  
a division of Postmedia Network Inc.**

**and**

**COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA  
Local 2000**

**PART "F"  
PRE PRESS DEPARTMENT  
(Platemaking/Scanning)**

**1 December 2010 to 30 November 2014**

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**PREAMBLE**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Pacific Newspaper Group, a division of Postmedia Network Inc., party of the first part, and hereinafter referred to as the Company, and Communications, Energy and Paperworkers Union of Canada, Local 2000, party of the second part, and hereinafter referred to as the Union.

Newspaper work is engraving for primary publication in the editorial and news features of the Company's publications or for the Company's promotion or publicity purposes. It is understood that Photo-composition in the Composing Room of the Company, advertising copy (including illustrations) to appear in the Company's own newspapers in conjunction with the said Photo-composition shall also be considered newspaper work.

**SECTION 1.2**

The wages, hours and working conditions set forth in this Contract will apply so long as the Company engages in newspaper work and/or commercial work. It is specifically understood and agreed, however, that the Company may engage in the production of any work or processes encompassed within the jurisdiction of the union, other than newspaper work. Such work shall be classified as Commercial work.

**COMMERCIAL WORK**

Allowable commercial work shall be any pre-press products requested by a customer of the Company's newspaper produced at Pacific Newspaper Group or other division or subsidiary of Postmedia Network INC.

In recognition of the foregoing, the Company shall contribute one percent (1%) of total earnings on

behalf of each employee to a fund or plan as directed by the Union.

The foregoing may only be altered by mutual agreement of the parties hereto, in writing.

WITNESSETH: Both parties to this Agreement mutually agree that their object is for the good and welfare of employer and employee alike and in the interest of collective bargaining and the promotion of industrial peace; and that they will at all times abide by and observe the terms and conditions as hereinafter set forth and agreed upon.

**1. RECOGNITION**

The Union is hereby recognized by the Company as the sole and exclusive bargaining agency of the employees covered by this Agreement for the entire period of this Agreement.

Except as hereinafter provided, the Company shall employ none but members of the Union in good standing to do any work which comes under Union jurisdiction. This provision includes foremen. No employee shall be required to handle any work which has not been executed in its entirety by members of the Union.

In consideration of the exclusive employment of members of the Union as herein provided, the Union agrees to furnish the necessary competent workmen. In the event of the Union failing to supply competent workmen within ten (10) days after formal request has been made, the Company shall have the right to secure the necessary workmen from other sources, provided such workmen shall be paid not less than the minimum rate of wages stipulated for journeymen in this Agreement, and provided further that such workmen shall make application to become members of the Union within thirty (30) days. Should such

applicant fail to qualify for membership, according to the laws of the Communications, Energy and Paperworkers Union of Canada, he/she shall be retained only until the Union is able to furnish the required journeymen in accordance with this Agreement.

As a further aid to securing competent journeymen, the Union agrees to circulate the job application nationally on the eighth day provided that a Communications, Energy and Paperworkers of Canada, Local 2000 member has priority for the position for ten (10) days.

Should any vacancy advertised by the Company in accordance with Section 3 above be filled by a permit holder (i.e., anyone who does not hold a card in the Union), such vacancy shall be deemed to be still open until a competent journeyman is found, as per this Agreement. In the event that a job is not filled by a journeyman or any other, it shall be the duty of the Union to verify as to whether the job is still open. In the event the Company changes its requirements after applying to the Union for a journeyman, it shall immediately inform the Union Office the position is cancelled.

## **2. JURISDICTION**

Employees, including shop superintendents and foremen, engaged to do work as defined in Section 2 following, shall be employed in accordance with terms and conditions hereinafter set forth. Only members of the Pre Press Department of the Union shall perform the work described below.

The process of photoengraving and its attendant work thereto is defined as being and is all operations of the process pertaining to the production of photoengraving plates, lithographic plates, offset negatives and gravure cylinders and plates of any substance or material from copy or from originals and/or subjects when furnished in lieu of copy up to the finished product.

All material to be reproduced for printing purposes shall serve as copy for the photoengraving camera and be processed and completed under present or future operations by members of the Union, during the life of this Agreement.

The jurisdiction of the Pre Press Department of the Union over the process of photoengraving as defined, includes photography and the handling and processing of all negatives and positives of photo-composed type, film or other copy for reproductive purposes except for rough proofs to advertisers; colour scanning; stripping; printing; etching; finishing; engraving; tint laying; proofing of engravings, including good quality proofs of type for reproductive purposes; routing of engravings; blocking and mounting; making of offset negatives; dot etching; operation of photo-composing machines such as step

and repeat machines; and other lithographic preparatory work; making of masks for colour separations and other purposes, including dropout on plates or negatives (this does not apply to masks attached to original copy); retouching, including opaquing of positives and negatives; layout and makeup work of all kinds to include the traditional set-up, assembly and positioning necessary and required for the completion of the process; the marking of proofs and papers to indicate colour and other corrections to be made on plates; all correction and re-etching of plates; the operation of electronic platemaking devices and machines, producing original plates of such material as Dycril; the exposure, development and making of autositives or film and plates of similar nature used in photoengraving as defined; the making of acetate colour proofs, the making of blue, silver, ozalid and velox prints.

The making from copy of negatives or positives of type, hand lettering, illustrative and decorative material by the method of photography as presently practised by members of the Union, is part of the process of photoengraving as defined. Stripping and printing of these negatives and positives is also part of the process of photoengraving as defined. Where those negatives and positives are to be combined with the product of photo-type-setter, which is received as copy, by the method of stripping as presently practised by members of the Pre Press Department of the Union, they shall continue to be stripped by members of the Pre Press Department of the Union.

It is understood and agreed by both parties that where cold type or like process is to be used, that material to be used as copy for the photoengraving camera shall include up to a full page pasteup of type, either in photo-composed or repro proof form.

It is further understood that where illustrative material is to appear on a page, the members of the Pre Press Department shall perform all functions such as stripping of the illustrations, camera work, and engraving to complete the operation.

The jurisdiction of the Pre Press Department shall include all work which is awarded to the Union under the Settlement of Jurisdiction Disputes Article of this Collective Agreement.

Should the Company during the life of this Agreement, install any equipment or adopt any process which functions as a substitute for or evolution of, work previously or presently being done by the Pre Press Department of the Union, the Company agrees to recognize the jurisdiction of the Pre Press Department of the Union over such equipment or process. It is not the intention of this Article to require the Company to invade the recognized jurisdiction as presently practised or the

direct evolution of that jurisdiction of any other Union, provided that this does not conflict with the recognized jurisdiction as presently practised or the direct evolution of that jurisdiction of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

The Company agrees to notify the Union of its intent to install any equipment or process to be used in any of the processes or work practices outlined in the foregoing. Should such installation relate to the jurisdiction outlined in this Agreement, the Union shall be given ninety (90) days' notice. The Company further agrees that it will make no other agreement, written or verbal, with any person or persons other than the Union to do or have done any of the work outlined above. It is understood and agreed that only members of the Pre Press Department of the Union shall be permitted to perform any of the functions or operate any of the equipment referred to herein.

Should the Company establish a videotex system or similar system in Vancouver (lower mainland) it is agreed that all work done within Pacific Newspaper Group for such a system will be done by members of the Pre Press Department at Pacific Newspaper Group. Also that the re-working of material in such a system at Pacific Newspaper Group is recognized as falling within the jurisdiction of the Pre Press Department.

The Company shall furnish the Union a list showing name, address, phone number, gender, social insurance number, date of birth, hiring date, department, contract classification and job title.

### 3. DUES CHECK-OFF

The Company agrees, upon receipt of signed authorization, to deduct from the earnings of each employee, Union dues as authorized and transmit same to the Union office not later than the tenth day of the following month. The Company shall at the time of making such payment to the Union, submit a typewritten statement, in the manner requested on the forms supplied by the Union for this purpose. Cheques to be made payable to the Communications, Energy and Paperworkers Union of Canada, Local 2000. It is agreed that the Union dues will be deducted from employee earnings each pay day.

Such authorization shall not be revocable for a period of one (1) year or until the termination date of this contract or renewals thereof, or until termination of employment, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Company.

### 4. WAGES

1)

#### Effective December 1, 2010 to November 30, 2013

DAYS SHIFT	AFTERNOON/NIGHT SHIFT
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\$46.193 per hour	\$52.307 per hour
\$404.188 per shift	\$444.607 per shift
\$1,616.753 per week	\$1,778.428 per week

#### Effective December 1, 2013 to November 30, 2014

DAYS SHIFT	AFTERNOON/NIGHT SHIFT
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\$46.445 per hour	\$52.830 per hour
\$408.223 per shift	\$449.055 per shift
\$1,632.93 per week	\$1,796.22 per week

The afternoon rate shall be 10% over the weekly day shift rate.

The night rate shall be 10% over the weekly day shift rate.

Shift Foreman, when required, to receive 12 1/2% over journeyman's scale.

Charge Hands, when required, to receive a \$18.00 bonus per shift.

There shall be no reduction in wages during the life of this Agreement. The term "wages" shall mean all forms of compensation. The negotiated wage increments shall be a scale and general increase and those journeymen receiving over the minimum wage scale shown herein shall receive the same increases that were applied to the scales applicable to the shift on which they are employed.

All wages are to be paid in full on a designated pay day. If a pay day falls on a statutory holiday, wages shall be paid the previous day.

### 5. HOURS

The weekly schedule of hours shall be equally divided into four (4) shifts and shall constitute a week's work, as follows:

Day shift	35 hours	8 3/4 hours/day
Afternoon shift	34 hours	8 1/2 hours/day
Night shift	34 hours	8 1/2 hours/day

The hours of work for each shift shall be established within the following periods:

Day shift	between 6 a.m. and 6 p.m.
Afternoon shift 1	between 12 noon and 12 midnight
Afternoon shift 2	between 3 p.m. and 3 a.m.
Night shift	between 6 p.m. and 6 a.m.

There shall be no less than twelve (12) journeymen employed full time, excluding the general foreman. This number may only be reduced through the acceptance of Voluntary Staff Reduction Buyouts on the following basis:

The Buyout agreement must be that negotiated with the Union.

For each Voluntary Buyout the number will be reduced by one (1).

Employees shall have a minimum of two (2) consecutive days off. Where practical, one (1) shall be a Saturday or Sunday. If one (1) of their consecutive days off is not a Saturday or a Sunday, they shall have three (3) consecutive days off. This does not prevent employees from having three (3) consecutive days off including a Saturday and/or Sunday, where practical to do so.

The foregoing may be altered only by mutual agreement of the foreman and the employee concerned.

Employees may rotate days off.

A uniform regular interval of one-half (1/2) hour shall be allowed for lunch on each shift and shall be scheduled not later than five (5) hours from the beginning of a shift. In no case shall said luncheon period be considered the time of the Company.

Hours of work shall be uniform for the whole shift. When the usual hour for starting work is to be altered, a week's notice shall be given by the Foreman to the employees to be affected.

Thirty (30) days' notice shall be given if there is to be more than a one (1) hour change in starting time.

Work performed within the day hours shall be paid for at the day rate, except in the event of an afternoon or night shift person having to fill a situation on days temporarily, he shall be paid his regular shift rate.

Four (4) shifts within a financial week shall constitute a week's work.

## **6. CALL-IN AND REPORTING PAY**

After starting work, no employee shall be employed for less than a full shift except when excused at his own request. In which event he shall receive pro rata pay for hours actually worked.

An employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.

Employees who have left the building, and are called back, shall be paid for time worked but not less than four (4) hours, plus all travel time, all at the overtime rate.

## **7. OVERTIME**

Overtime, which shall be covered by the Chapel, shall constitute all work performed before or after the established daily and weekly schedules of hours and shall be paid for at the rate of double time in half hour increments, any fraction of 1/2 hour shall be considered 1/2 hour.

Fifth shifts, when worked, shall be paid for at double time (minimum employment full shift).

Meal money at the rate of \$10.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one-half (1/2) hour for meal time. This time is not to be included in the overtime charged, but meal money will be paid whether or not meal time is taken.

## **8. SUNDAY WORK**

Sundays for employees shall consist of a clear twenty-four (24) hours from the completion of the last shifts in the calendar week.

All work done on Sundays, except for regular editions, shall be paid for at double time.

Employees scheduled to work Saturday night for a Sunday edition may go home at the completion of work for that Sunday edition, except for a skeleton crew that may be required to complete the edition. All employees working the Saturday night shift for the Sunday edition shall be paid for the full shift.

## **9. STATUTORY HOLIDAYS**

The following holidays are to be observed and paid for by the Company, regardless of the day of the week on which they fall or are observed:

New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

Such holidays, if worked, shall be paid for at double time rates plus the regular rate as outlined in Article 4.

Any additional days proclaimed as a public holiday by the Provincial or Federal Governments and any other holidays recognized by the Company by not publishing shall be treated in the same manner as those holidays outlined in the foregoing.

When a holiday is observed by the Company, the shifts prior to the holiday day shift shall be the off shifts where such shifts start after 12:00 noon.

A holiday shall consist of a clear twenty-four (24) hours from regular quitting time.

When a holiday falls on an employee's day off, he shall be given an additional day off with pay.

Regular employees who are absent by reason of a compensable accident, sickness, while acting for the union on Company-Union business or excused absence of one (1) month or less shall receive statutory holiday pay.

## **10. VACATIONS**

All employees shall be entitled to vacation with pay as set out in the following:

Members having one (1) or more years' service shall be entitled to twelve (12) days' vacation with twelve

(12) days' pay provided they have worked a minimum of one hundred and twenty (120) 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 twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each ten (10) shifts worked, or major fraction thereof.

Members having five (5) years' service shall be entitled to sixteen (16) days' vacation with sixteen (16) days' pay provided they have worked a minimum of one hundred and twenty (120) 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 twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each eight (8) shifts worked, or major fraction thereof.

Members having ten (10) 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 twenty (120) 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 twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each six (6) shifts worked, or major fraction thereof.

Members having twenty (20) or more years' service shall be entitled to twenty-four (24) days' vacation with twenty-four (24) days' pay provided they have worked a minimum of one hundred and twenty (120) 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 twenty (120) shifts in a calendar year shall receive one (1) day's vacation with pay for each five (5) shifts worked, or major fraction thereof.

For employees entitled to twelve (12), sixteen (16), twenty (20), or twenty-four (24) days of vacation, three (3) weeks of vacation shall be of consecutive days between June 1 and September 30 unless otherwise mutually arranged. It is agreed the aforementioned period will commence and end the first and last working days in the financial week in which June 1 and September 30 are respectively located. The time for the remaining days of vacation to which the employee is entitled shall be arranged between the General Foreman and the employee. If, in the opinion of both the Company and the Chapel concerned, three (3) consecutive weeks of vacation at the requested time would create an additional or unwarranted hardship to this Company, then the individual employee concerned would have to adjust his vacation by taking his three (3) consecutive weeks at another time, or splitting his vacation into two (2) periods with two (2) weeks consecutive during the

vacation period and the balance of the vacation at a later date.

All employees who are absent by reason of a compensable accident, paid sickness (personal illness) or injury, jury duty, paid excused absence or while acting for the Union (on Company-Union business) shall accrue vacation credits as if such days had been worked. Such accrual shall be limited to one (1) full year of vacation entitlement (i.e., maximum six (6) weeks' vacation). At the end of the calendar year following this maximum accrual, the employee may opt to withdraw these accrued benefits in cash if on long term disability only.

Vacation pay scale in each case 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, whichever is the greater.

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.

"Accumulated vacation credits" is deemed to mean vacation with pay earned in the previous year but not taken by the employee and the accrued vacation with pay earned in the year of employment termination. The Company will pay all accrued vacation credits in the event employment is terminated for any cause, including death. All vacations carried over from the previous year shall be taken prior to February 28th in the succeeding year.

Should a holiday occur during the vacation period of any employee, such employee shall be entitled to an additional day of vacation with pay.

Each plant shall schedule their vacation separately. Vacation taken at one plant shall not affect vacation at the other plant.

Holidays off with pay shall be considered as days worked for the purpose of computing vacation credits.

Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached. 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.

## **11. EARLY RETIREMENT**

Commencing on January 1, 1975 and each January 1st thereafter, every employee, in each calendar year, shall receive one-fifth (1/5) weeks' credit after having passed his sixth (6th) anniversary date, two-fifths (2/5) weeks' credit after having passed his eleventh

(11th) anniversary date, one (1) weeks' credit after having passed his twenty-fifth (25th) anniversary date.

Effective January 1, 1989, and each January 1st thereafter, every employee in each calendar year, shall receive three-fifths (3/5) weeks' credit after having passed his nineteenth (19th) anniversary date. Effective December 1, 1993 and every January 1 thereafter, every employee, in each calendar year, shall receive one-quarter (1/4) of a week's credit after having passed their sixth (6th) anniversary date, one-half (1/2) of a week's credit after having passed their eleventh (11th) anniversary date, three quarters (3/4) of a week's credit after having passed their nineteenth (19th) anniversary date, and one (1) week's credit after having passed their twenty-fifth (25th) anniversary date.

Commencing on January 1, 2004 and each January 1st thereafter, every employee, in each calendar year shall receive one (1) day's credit after having passed their (5th) anniversary date, two (2) day's credit after having passed their tenth (10th) anniversary date plus a one (1) day credit increase for every five (5) calendar years thereafter to a maximum of five (5) day's credit.

This benefit can be taken in cash at the current rate of wages of the employee at year end in year earned, or upon termination, or accumulated for early retirement, or taken as vacation in the year following the year earned. Early retirement benefits shall be computed in the same manner as vacations are pro-rated.

Employees who retire early will have provincial medicare and supplementary medical continued to normal retirement age (65 years).

## 12. PERSONNEL AND MEDICAL FILES

Subject to presenting proper identification and by appointment with the Human Resources Department, an employee may, in the company of a Human Resources Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips. At no time shall an employee remove from his/her personnel file any such document contained therein. However, an employee may copy any such document.

The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The Company shall furnish to the employee a copy of any commendation relating to the employee's job performance.

## 13. SEVERANCE PAY

Severance pay in a lump sum at the rate of one (1) week's wages for each six (6) months of continuous service or major fraction thereof with the Company,

with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation through merger, consolidation or suspension of publication of either or both of the Company's newspapers.

## 14. APPRENTICES

All apprentice applicants shall be examined at the Graphic Arts Training Institute of B.C. training facilities by the Education Director and the Instructor in the branch of the trade in which the apprentice is to be trained prior to employment and the results of such examination shall be a prime consideration in choosing the apprentice.

Apprentices, who shall be selected by the Company, after passing a mutually acceptable medical examination and aptitude tests, shall be indentured to both parties to this Agreement and shall be governed by the Constitution and General Laws of the Communications, Energy and Paperworkers Union of Canada and the local Union a party hereto. They shall serve a term of apprenticeship of not less than five (5) years beginning at the age of eighteen (18) years or over, and having the equivalent of a Junior Matriculation education.

The number of apprentices to be employed shall be based on the number of journeymen regularly employed on a full time basis for a period of not less than three (3) months at the ratio of not more than one (1) apprentice to each ten (10) journeymen.

Apprentices shall not be allowed in any branch in which a journeyman is not employed.

No apprentice shall be allowed to work overtime, except in the last year of his apprenticeship.

In the event of the working force being reduced and the apprentices employed exceed the ratio provided in this Agreement, the last apprentice or apprentices indentured in the department in which the layoff is contemplated, shall be released. In the event no apprentices are employed in said department, the last apprentice or apprentices indentured shall be released to conform with the ratio herein set forth.

The minimum weekly wage for apprentices for the regular weekly schedule of working hours herein provided shall be based upon a percentage of the minimum journeyman wage rate as follows:

1st six months -	50% per week
2nd six months -	55% per week
3rd six months -	60% per week
4th six months -	65% per week
5th six months -	70% per week
6th six months -	75% per week
7th six months -	80% per week
8th six months -	85% per week
9th six months -	90% per week
10th six months -	95% per week
Thereafter -	Journeyman rate

## **15. TECHNOLOGICAL DEVELOPMENTS AND/OR CHANGE**

The parties recognize that technological developments and change will be necessary from time to time to enhance the future of the industry and that it will require the cooperation of both the Company and the Union in the development of any new skills necessary to accommodate such change.

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.

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 that the number of employees (as of December 1, 2010) was fourteen (14), excluding the general foreman. It is agreed this number may be reduced by the number of employees electing to accept the Voluntary Staff Reduction Buyouts.

The Company has the right to introduce technological changes. Prior to so introducing the Company shall advise the Union. 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. If the Union foresees any jurisdictional problems which may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the number of employees in the Pre Press Departments bargaining unit due to the introduction of technological change be reduced by more than 5%, for each employee in the unit over that figure the Company shall bank the equivalent hours of work at the current daily rates of wages. These hours will be assigned by the Union as it sees fit.

When and if the circumstances change and the number of employees within the Pre Press Department so affected increases to 95% or more of the Pre Press Department figure (14) above, the Company ceases to bank additional hours.

Any new process or equipment which is a substitute for or an evolution of a process or of equipment previously or presently practiced or in operation under

the jurisdiction of the Union shall be within the jurisdiction of the Union.

When new photoengraving processes or equipment are introduced the Company shall select and provide training for a sufficient number of journeymen to adequately operate the new equipment or perform the new processes. Training shall be given without loss of weekly wages and with such competence as to enable such members to become proficient in the operation, maintenance and repair of such equipment. No member shall be laid off or lose any preference claim he may have because he/she has not been retrained.

## **16. SETTLEMENT OF JURISDICTION DISPUTES**

Notwithstanding any other portion or section of this Agreement, the Company shall give the Union 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.

Should the Union covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination shall be delayed for a further three (3) month period from the expiration of the notice period.

During the three (3) month delay period, the Unions involved in the jurisdictional problem and the Company shall attempt to obtain a resolution to the problem.

Should the parties be successful in the resolution of the problem, the remainder of the three (3) month delay period shall be waived and the proposed change shall proceed.

Should the parties be unable to resolve the problem within the three (3) month delay period, it shall, immediately upon the expiration of the three (3) month delay period, be submitted to either Don Munroe or Stephen Kelleher, the selection of whom will be the one with appropriate time available to first hear the dispute. If all parties to the jurisdictional dispute agree, Paul Weiler may be selected. The mediator shall conduct such inquiry as is deemed necessary and shall have thirty (30) days in which to mediate a resolution to the problem.

Should mediation of the problem fail, the mediator shall, within thirty (30) days following the expiration of the thirty (30) day mediation period, 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.



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 in Sections (1) to (6) above.

Time limits in this clause may be altered by mutual consent of the parties.

## **17. COMPUTERS**

### **(a) SPECIAL PURPOSE COMPUTER**

It is agreed that should the Company purchase or lease a special purpose computer to be used in engraving production work, the Pre Press Department's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices, programming (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and maintenance of all the foregoing equipment and devices (except that maintenance which is provided by the manufacturer or lessor as part of the original lease or purchase).

### **(b) MULTI-PURPOSE COMPUTER**

Should the Company introduce a multi-purpose computer, the Pre Press Department's jurisdiction shall include programming of (except that programming which is provided by the manufacturer or lessor as part of the original lease or purchase) and the preparation of all input for Pre Press production purposes (which includes but is not limited to news, editorial and advertising) destined for the data processing centre; the output; and all related devices used for Pre Press department work or the evolution of such work.

Maintenance of the above-mentioned input and output devices shall be under the jurisdiction of the Pre Press Department, except that maintenance provided under agreement by the manufacturer or lessor.

Programming for the handling of the input described above is defined as follows:

That systems analysis and functional flow-charting is the prerogative of management.

Where any work defined in (a) above is to be implemented as a computer operation, a detailed flow-chart shall be created by an employee covered by this Agreement as well as coding or such other steps as may be necessary to make a program operational.

Any detailed flow-chart prepared or being prepared under (2) above may be edited, modified or redrawn by experts not covered by this Agreement.

Should the Company install a multi-purpose computer console in the engraving department, only members of the Pre Press Department shall monitor the console and the Pre Press Department shall have jurisdiction over the computer when it is doing Pre Press department work.

When a multi-purpose computer is owned or leased by the Company and the console is not located in the Pre Press department, the percentage of staffing allocated to the Pre Press Department shall be established by the ratio of the time the computer is operating on Pre Press department work to the total time the computer is engaged in work under other jurisdictions as of the date of signing of this Agreement. If, for example, one-third (1/3) of the operating time of the computer is Pre Press department work the Pre Press Department shall have one-third (1/3) of the total number of hours worked by the computer staff. Computer staff shall mean those employed on the computer, computer console and any equipment necessary to link input and output devices. An employee shall perform any duties additional to monitoring which may be assigned to him. Console monitors will monitor any work being processed by the computer. The supervisor may only handle work under any Pre Press Departments jurisdiction when a Pre Press Department member who is part of the proportionate representation on the shift in which such work occurs, is engaged on computer work in the data processing centre.

During the initial six (6) months of a multi-purpose computer operation on Pre Press department work while proportionate representation is being determined at least one (1) member of the Pre Press Department shall be assigned to each shift in the data processing centre for on-the-job training.

Following the initial six-month period, during which the proportionate representation has been determined by the Company and the departments affected, a member or members of the Pre Press Department shall monitor the computer in the determined proportion on every shift that staffing is required.

Proportionate representation shall be reviewed and adjusted at the end of each three-month period which may be extended by mutual consent.

### **(c) TRAINING**

In order that the Pre Press Department can provide sufficient competent members to meet the intent of this Agreement, the Company agrees to provide adequate training to enable members of the Pre Press Department (without loss of regular weekly wages) to become competent in programming, maintenance and other necessary work processes. The Company agrees that not less than one (1) member of the Pre Press Department shall be trained as a Programmer during the term of this Agreement,

in the event a computer is used to perform work normally performed by the Pre Press Department.

**(d) MECHANICAL OR ELECTRICAL BREAKDOWN**

During the period of any breakdown (mechanical or electrical), of any computer equipment processing Pre Press department work, the parties agree that the Company may use any other available outside computer equipment and personnel during the period of repair; and the Pre Press Department agrees that its members will process the work during such period provided that, while repairs are being made, there shall be no reduction of Pre Press department staff.

**18. ESTABLISHMENT OF JOINT STANDING COMMITTEE**

Within thirty (30) days of the signing of this Agreement the Company 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 for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

**19. INTERPRETATION AND GRIEVANCE PROCEDURE**

As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made to the general foreman or chapel chairman as promptly as possible from the time the dispute comes to the attention of the party affected. Should the general foreman and chapel chairman be unable to adjust the difference within forty-eight (48) hours, either party may refer the matter to the Joint Standing Committee within the following ten (10) day period. 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.

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.

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.

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 within a thirty (30) day period, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbitrator

he/she shall be selected by the Minister of Labour of the Province of British Columbia.

The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration.

Within thirty (30) days of completion of hearings the Arbitrator shall render his/her decision.

The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this Agreement in any respect.

In no event and under no circumstances, insofar as its internal affairs are concerned, shall any decision be in conflict with or disregard any of the provisions in the Constitution or General Laws of the Communications, Energy and Paperworkers Union of Canada, except to the extent that such provisions may be found to be in conflict with the Federal or Provincial laws, and the decision shall not alter, amend or modify the provisions of this Agreement in any respect.

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 immediately.

Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representative.

**20. SICK LEAVE**

Regular employees prevented from performing their regular duties because of sickness shall be allowed sick leave and pay according to the following scale. Computations of sick leave shall be based on the calendar year.

For the first week of the first sick leave - full pay  
For the first week of the second sick leave - full pay  
For the first week of the third sick leave - full pay  
Subsections:

"Week" shall mean, for the purpose of this Article, four (4) days, not necessarily consecutive days.

A certificate from the employee's doctor or one selected by the Company may be required by the Company. An employee may without penalty or prejudice refuse to admit nurses to his or her residence. Company nurses shall conduct their duties at reasonable times. The Company shall bear the cost (if any) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of insurance policies of the Company shall be deemed to be a certificate required by the Company.

No deductions for sick leave shall be made from overtime or vacation credited to the employee.

The General Foreman shall decide whether or not to replace employees who are absent and entitled to sick pay as outlined in (a) above.

A Joint Company-Union committee comprising two (2) representatives of each party shall be established to ensure that there is no abuse of sick leave provisions. It is recognized that the incidence of legitimate sick leave should not exceed one (1) per cent of the total number of shifts worked in the previous year; however, no individual shall be deprived of sick leave other than as provided for in (f) below.

An employee who is found to have abused the sick leave provisions of the Agreement shall not, for a minimum period of six (6) months and a maximum of one (1) year as determined by the Committee, be eligible to claim sick leave under this Section. In the event of a dispute over whether an employee has in fact abused sick leave, the dispute shall be settled under the Grievance Procedure.

Temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed shall be entitled to claim sick leave, in their first calendar year of employment, on the basis of one (1) day's sick leave for each eleven (11) shifts worked to a maximum of twelve (12) sick days, provided that they would normally have been employed on the day that they were sick. Effective January 1st of the second calendar year of employment, temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed would be eligible for the number of sick days earned in the preceding year (date of employment to December 31st) provided that they would normally have been employed on the day that they were sick.

Temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed who work less than one hundred and thirty-two (132) shifts shall be entitled to claim sick leave in the next calendar year on the basis of one (1) day's sick leave for each eleven (11) shifts worked provided that they would normally have been employed on the day that they were sick.

Temporary full-time employees hired for absences due to sickness, accident, leave of absence or other reasons as mutually agreed who work a minimum of one hundred and thirty-two (132) shifts in a year shall be entitled to claim sick leave in the next year on the same basis as regular employees, provided that they would normally have been employed on the day that they were sick.

The Company will fund 2% of straight time wages for short term absences (1st week of sickness and disability) and any annual surplus will be paid in cash to the Union to apply as it determines except for time off. This provision does not affect the Company's obligation to pay sick leave to employees should the 2% level be exceeded. The Company shall substantiate in writing once each calendar year, upon request, the funding of 2% of straight time wages for short term sickness.

## **21. HEALTH AND WELFARE PLANS**

The company shall pay the total cost of providing benefits as follows:

Medical Services Plan of B.C. or its equivalent for all employees and eligible dependents commencing on the first day of the month following the commencement of employment for B.C. residents and the first day of the month following eligibility for employees moving to B.C.

Extended Health Insurance for all employees and eligible dependents commencing on the first day of the month following three (3) complete months of employment. Extended Health Insurance will include hearing aids, implants and repairs to a maximum of \$1,000.00 per ear every five (5) years and a vision care plan which will cover 80% of the costs of prescription glasses, corrective lenses to a maximum of \$350 every 24 months with a \$25.00 deductible. Laser surgery to a maximum \$700 every 24 months with a \$25.00 deductible. Eye examinations to a maximum of \$125.00 every 24 months. Extended Health insurance out of province lifetime maximum is \$1,000,000.

Group Life Insurance for employees less than age 65 in the amount of twice the employee's annual salary to a maximum of \$90,000 and for employees over age 65 in the amount equal to the employee's annual salary to a maximum of \$12,500. The above shall commence on the first day of the month following three (3) complete months of service and shall be convertible to an individual policy within thirty (30) days of ceasing employment with the Company.

Employees who go on a leave of absence in excess of one (1) month may retain membership in the above three (3) plans by paying premiums for each month's absence following a complete month's absence.

Short term disability benefits for the second through the fifteenth week of any disability payable at the rate of 80% of an employee's weekly salary.

Long term disability coverage for employees who qualified for short term disability benefits:

16th week through 27th week - 70% of employee's wages on the first day of disability.

28th week through to age 65 - 60% of employee's wages on the first day of disability.

Employees who go on a leave of absence in excess of one month who retain membership in the short term disability plan may retain membership in the above plan by paying premiums for each month's absence to a maximum of three months' absence.

All active long term disability claimants shall have their monthly payment increased by 5% on March 1st of each contract year.

The Company shall continue to pay for benefit plans during absences due to illness or accident when covered by a Company, Company-Union Trust or Benefit Society policy or by Workers' Compensation. Similarly, benefits will continue to be covered while serving on a jury.

The General Foreman may opt to be covered by the Management Health and Welfare Plans.

All employees in the Pre Press Department of the Company shall be eligible for participation in the welfare plans of the Company now in effect.

In the event of a reduction in staff, a person affected shall for the period of at least one (1) month, retain membership in applicable welfare plans.

## **22. PENSION PLANS**

### **(1) PACIFIC NEWSPAPER GROUP PENSION PLAN**

The Pacific Newspaper Group Pension Plan and Trust Fund created pursuant to the agreement and Declaration of Trust entered into as of January 1, 1973 between the Unions, the Company and certain individual trustees shall continue to operate during the term of the current Collective Agreement pursuant to the terms of the Agreement and Declaration of Trust and the Plan Document appended thereto.

Participants in the Plan shall continue to make contributions to the Plan equal to 5% of their earnings.

The Company shall make contributions to the plan in an amount equal to 5% of the earnings of each employee who participates in the plan.

"Earnings" shall mean amounts received as compensation from the Company, inclusive of Salary and wages paid, overtime pay, bonuses and commissions but exclusive of payments under a suggestion plan, payments under a profit-sharing scheme or any other benefits not forming part of the employee's salary or wages.

The Company shall, without charge, continue to assist each Board of Trustees in the administration of the

Plan by taking employee deductions with respect to required and voluntary contributions, remitting these amounts as well as required Company contributions to that fiduciary selected by each Board to act as custodian with respect to assets of their plan, maintaining appropriate records as to each plan participant's credits under the Plan, reporting these to the Plan participants and working with each Board and its actuary in the processing and payment of benefits due to participants.

Any records, exclusive of payroll records shall be the property of the Board of Trustees and shall be available for review at any reasonable time by the Board. Information held by the Company on payroll records shall be made available for review (at any reasonable time) by the Board.

Should it be decided, at some point of time, by the Board to have the administration of the Plan handled by a third party administrator, the Company agrees to provide such administrator all records which are the property of the Board and any other information which constitutes a part of the Plan records. In this event, the Company agrees it would continue to carry out such functions as taking employee deductions, reportings, required data, etc., as is required by the administrator to properly carry out his duties.

New employees hired after the date of ratification (November 11, 1994) will be required to join the Pacific Newspaper Group Pension Plan and Trust Fund.

The Company agrees to pay the Pension Plan windup costs ordered by the Pension Superintendent resulting from buyouts or restructuring of the workforce.

### **(2) GCIU Local 525-M PENSION PLAN**

It is agreed that the Graphic Communications International Union Local 525-M Pension Plan will be maintained as set out in Appendix A.

The Company shall, upon request of a participant in the Plan, deduct the amount required as the participant's contribution to the Plan from the participant's earnings. Deductions will be made weekly and submitted monthly to the Administrative Office of the Plan on or before the 10th of the following month.

## **RETIREMENT FUND**

It is agreed that effective January 1, 1985, the Company will contribute to the Graphic Communications International Union Supplement Retirement and Disability Fund, three per cent (3%) of eight and one-half (8 1/2) hours of the basic day rate of pay per paid shift per employee.

The Company will make the required contribution to a Canadian trust company or banking institution appointed by the trustees by the 10th of the month following the month for which contributions are due. Said contributions are to be reported on forms to be provided by the Fund. If such payments are not made the Company shall be liable for the principal amount owed and interest calculated from the 10th of the month (due date) until payment, at the consumer loan rate at the Royal Bank, plus two per cent (2%); such rate to be adjusted semi-annually on January 2nd and July 2nd of each year.

### **23. STRUCK WORK**

The Union reserves to its members the right to refuse to execute any work coming from or destined for any other employer or publication which has been declared by the Union to be unfair.

### **24. PICKET LINE**

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.

### **25. SAFETY**

The Company is responsible to make all reasonable provisions for the health and safety of its employees during working hours.

In the interests of safety, it shall be required that there will be no less than two (2) members working at any time when equipment or chemicals of a hazardous nature are being used, and appropriate procedures cannot be implemented to ensure the objective of Section 1.1 (above) is met.

The Company shall make every reasonable effort to ensure appropriate procedures are implemented when equipment or chemicals of a hazardous nature are being used.

Workrooms shall be kept in a clean well-ventilated and sanitary condition. The standards and codes as recommended by the Board of Health of the City of Vancouver and the Province of British Columbia are to be observed.

All safety clothes or accessories that employees are required to have or wear by decision of the Workers' Compensation Board or the Company shall be provided by the Company at no cost to the employee.

Effective January 1, 2003 regularly employed personnel will be reimbursed up to three hundred (\$300) for every two calendar years, upon provision of a receipt(s) for the purchase or repair of safety shoes.

The Company agrees that it will require its suppliers to provide evidence that new chemicals being introduced into the plant are noninjurious when used as directed.

Prior to the introduction or use of any chemicals in the department, such chemicals, if not previously tested and proven to be noninjurious to the employees, shall upon request be submitted to the B.C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the health of the employees within the department. Such confirmation or other recommendation by the B.C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Agreement.

The Company shall post warnings in each department outlining the known hazards to operators of all equipment in that department. Instructions for the safe use of such equipment shall also be posted and the necessary protective devices supplied by the Company.

Where necessary wash-up time will be allowed in all departments and such time will be arranged between the department manager and chapel chairman. If wash-up time extends beyond the normal shift, such time will be paid at straight time rates.

### **26. INDIVIDUAL RIGHT OF EMPLOYEE**

The Company agrees to grant leave of absence without prejudice and without pay to the employees who have been elected to represent the Union at the biennial convention, a seminar or conference of the Communications, Energy and Paperworkers Union of Canada subject to the following:

That in respect to the National Convention, the Union shall give the Company at least thirty (30) days' notice in writing and in the case of a seminar or conference, ten (10) days' notice in writing of the name of the delegate and time for which the leave of absence is required.

It is understood that not more than one (1) employee will be absent at any time and that the total time of absence of one (1) or more employees shall not exceed four (4) weeks in any one-year period.

The Company shall grant employees leave of absence without pay, provided such leave does not cause unreasonable disruption of operation.

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

length of service benefits. Failure to return at the end of maternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks' notice prior to returning.

Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of service pay, vacations and other benefits under this Agreement.

For each pregnancy maternity benefits shall be paid as follows:

Where the employee is eligible for EI maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for EI maternity benefits and (2) signs an agreement as follows:

I, \_\_\_\_\_, agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance.

The employee shall receive weekly benefits as follows: for the first two weeks - 95% of full pay for the next 15 weeks - the difference between the amount received from EI and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she has been employed for twelve (12) months by the Company.

Parental leave, available to the natural or adoptive parents will be provided as follows:

Up to four (4) days (three (3) days with pay) parental leave shall be granted upon the birth of a child to an employee's spouse or upon the legal adoption of a child; or

Up to thirty-five (35) weeks unpaid parental leave will be granted upon the birth or legal adoption of a child. Such leave may be taken by the mother or the father, or where both parents work at Pacific Newspaper Group may be shared between them.

At least two (2) weeks written notice prior to commencement of parental leave is required, where possible. Parental leave under (2) (ii) must commence within fifty-two (52) weeks of the birth of the child, or the date on which the child comes into the actual care

and custody of the adopting mother and father. Parental leave of a natural mother must begin when the maternity leave expires, except when otherwise agreed by the employer and the employee.

The Company shall grant on written request, leave of absence without pay (a) for employees who seek election to full time office in a municipal, provincial or federal election, for the full period of campaigning (b) for employees elected to a full time public office for the duration of the term for which they are elected.

## **27. NO INDIVIDUAL CONTRACTS**

No individual employment contracts conflicting with this Agreement shall be entered into unless by consent and after approval of both parties hereto.

Such contracts shall not conflict with the Constitution and General Laws of the Communications, Energy and Paperworkers Union of Canada or the by-laws of the local Union.

## **28. JURY DUTY**

An employee on jury duty call or subpoenaed as a witness shall receive the difference between jury duty rate and the straight time rate normally earned by such employee for each day called for jury service. A day served under this clause shall constitute a day's work. If an employee is required to perform a combination of jury duty and work and the combination requires a fifth shift, the fifth shift shall be paid at overtime rates. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee shall turn over to the employer his earnings from the jury duty as soon as received.

## **29. BEREAVEMENT LEAVE AND PAY**

A regular employee will be granted bereavement leave with pay for the purpose of making funeral arrangements and attending said funeral in the following amounts:

Four (4) days in the event of the death of the employee's spouse, child, mother or father.

Four (4) days in the event of the death of a member of the employee's immediate family when the death occurs more than 800 kilometres from Vancouver.

Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 kilometres from Vancouver.

For the purpose of the above, immediate family means, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

## **30. ACCIDENT PAY**

In the case of a compensable accident the Company will pay 100% of an employee's wages less any

amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Company. However, in no case are the above amounts to exceed the regular take home pay of the employee had he been employed during the period of absence on Workers' Compensation. To facilitate a regular income for the employee, the employer will pay the employee his regular straight time wage and the employee will turn over to the employer his earnings from Workers' Compensation as soon as received. No deduction will be made for Employment Insurance or Canadian Pension Plan.

### **31. DEPARTMENT CONDITIONS**

The Company shall determine the number of employees necessary to operate its plant, subject to the terms of this Agreement.

Should any employee, due to illness or injury, be absent from work for more than four consecutive shifts, the General Foreman agrees to inform the Union office and shall ensure that the position is covered by a qualified member of the Union. The Union agrees to furnish the necessary employees required, if available.

The foremen shall be directly responsible to the Company for the conduct of the employees under their direction, the quality and time of delivery of all work and the economical administration of their respective departments. They shall be the judges of a employee's competency and shall have the right to hire and discharge all employees under their supervision. An employee cannot be judged incompetent in a branch other than their own.

The Foreman shall designate the days or nights to constitute a situation at the time of employment. The Foreman shall also designate the plant to which the employee will regularly report at the time of employment.

Except in emergencies, an employee required by the Foreman to report to a plant other than the one designated by the Foreman shall be given at least one (1) week's notice of the change and shall spend a minimum of one (1) week at the other plant before being required to return to the plant designated by the Foreman.

Where necessary due to operational requirements, employees required to move to another location for less than a week shall be given one week's notice of the days required.

Any journeyman who feels himself/herself unjustly treated or discharged by a Foreman, may appeal to the Chapel Chairman who, if he finds the complaint just, shall appeal to the Foreman. If the matter in controversy is not settled within forty-eight (48) hours,

it shall be referred to the Joint Standing Committee as hereinbefore provided for decision.

All differences arising between the Company and its employees which cannot be amicably adjusted shall be referred to the Executive Officers of the Union for conciliation prior to appealing to the Joint Standing Committee.

Shift foremen, who shall be clearly designated as such, shall have the full authority of the General Foreman in his absence.

### **32. GENERAL**

No journeyman shall be permitted to work more than five (5) hours overtime in any week when competent journeyman craftsmen are available.

### **33. RELOCATION PAY**

Upon dismissal to reduce the regular staff, employees shall be entitled to receive relocation pay. Relocation pay shall be paid in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or fraction thereof with the Company, not in excess of fifty-two (52) weeks. An employee must decide within twelve (12) months whether he will take advantage of the relocation pay.

Relocation pay will be based on continuous service as a regular employee.

No one shall be eligible to claim relocation pay more than once, or to claim relocation pay in addition to severance pay. No employee having claimed relocation pay shall apply for work with or be hired by the Company for the period covered by the relocation pay. However, those with two (2) years' or more continuous service may apply for work and be rehired after the number of weeks' relocation pay that they have received.

At least one (1) week's notice shall be served by an employee before leaving a position - provided he is regularly employed on a full work week schedule; and by the Company before discharging an employee, except in the case of discharge for just cause. Should the Company choose to discharge an employee without a week's notice, the Company agrees to pay a week's wages in lieu of such notice. Four (4) or more weeks shall constitute a position for the observance of this Section. In the event of the discharge of an employee, the Company shall, upon request, furnish reason for such discharge in writing.

### **34. TERM OF AGREEMENT**

This Agreement shall be in force from the first day of December, 2010, to the thirtieth of November 2014, inclusive, unless extended as hereinafter provided.

### **35. TERMINATION**

Should either party desire to change or make alterations to this Agreement at the termination date,

it shall notify the other party of its wishes in accordance with the appropriate provincial legislation. If no agreement on a new Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees or the parties conclude a new Collective Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seal

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

PACIFIC NEWSPAPER GROUP, a division of Postmedia Network Inc.,

\_\_\_\_\_  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

\_\_\_\_\_  
President Secretary-Treasurer

36. APPENDIX "A"  
COMMUNICATIONS ENERGY AND  
PAPERWORKERS' UNION,  
LOCAL 525-M, PENSION PLAN

IT IS AGREED THAT the Communications Energy and Paperworkers' Union, Local 525-M, Pension Plan established and instituted on November 1st, 1956 through collective bargaining and as amended through collective bargaining shall be maintained as follows:

A.01 The parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and any amendments that may be made thereto.

A.02 The effective date of the amended plan shall be May 1st, 1977.

A.03 All members of the Communications Energy and Paperworkers' Union, Local 525-M, upon completion of one year membership in said Local SHALL participate.

A.04 The employers shall pay in respect of all eligible participants such proportion of total earnings as will in aggregate be equal to 60% of the "Cost of Funding" the Pension Plan.

A.05 The eligible participants shall pay amounts in proportion to total earnings, which will in aggregate be equal to 40% of the "Cost of Funding" the Pension Plan.

A.06 The "Cost of Funding" the Pension Plan shall be determined from time to time by the Trustees using sound actuarial principles and shall be set at such a figure as will ensure that no deficit arises during the period (of not less than one year) for which such "Cost of Funding" is determined and shall include an amount in respect of all reasonable and necessary administrative costs.

A.07 With effect from May 1st, 1966, there shall be a guaranteed pension benefit of 1.125% of total earnings for each year from said May 1, 1966. With effect from May 1, 1984 forward, there shall be guaranteed pension benefit of 1.25% of total earnings for each year from said May 1, 1984.

A.08 All monies accruing from unvested portions of the employer payments left through termination or death of participating members as provided for in the Agreement and Declaration of Trust shall remain the property of the Pension Fund and thus reduce future contributions, help defray administrative costs, or establish any contingency fund which the Trustees deem necessary.

A.09 Neither party to this Agreement shall require the other party through collective bargaining to increase or decrease this Pension Plan nor to change the principle of joint payments or the ratio of employer and member payments into the Pension Plan in the future. This clause shall refer only to the G.C.I.U. Local 525-M Pension Plan and shall not preclude the parties from bargaining for any other retirement benefits.

A.10 All payments to the Pension Plan are to be made payable to the Communications Energy and Paperworkers', Local 525-M, Pension Plan and mailed to the Administrative Office at 33 E. 8th Avenue, Vancouver, B.C. on or before the tenth (10th) of the month next following that for which payments are due.

A.11 All monies received and disbursed shall be administered by a Board of Pension Trustees, in strict accordance with the provisions of the Trust Indenture.

A.12 It is agreed that effective May 1st, 1977, the normal retirement age for members shall be sixty-one (61) years of age and that the discount rate for retirement between the ages of sixty and sixty-one be established at four percent (4%) per year.



A.13 In addition to their proportionate shares of the "Cost of Funding" the employer shall contribute one-half of one percent (.5%) of total earnings and the employee shall contribute a prorata amount calculated on the 60%-40% formula set out in A.04 and A.05. These contributions shall be used in a manner determined from time to time by the Trustees to make improvements to the plan. When improvements are made an amendment to the Pension Plan shall be made and all parties to this agreement shall be notified.

37. LETTER OF AGREEMENT INDEX

The following Letters of Agreement apply for the duration of the 2010 - 2014 Collective Agreement unless otherwise specifically stated:

1. Health and Safety
2. Re: Appendix A & B
3. Coverage
4. Recognition of Benefits Coverage
5. Start Times
6. Training
7. Sick Leave
8. Union Protection
9. Letters of Discipline
10. Voluntary Staff Reduction Plan

LETTER OF AGREEMENT #1  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

Health and Safety

1. During the term of the collective agreement the Company shall, with the assistance of the joint health and safety committee, develop a plant-wide policy and program of health and safety protection for all employees.

2. The policy and program to be developed in (1) above will include, but is not limited to, the following issues:

- i. chemical information and training
- ii. accident investigation/recommendation procedure
- iii. emergency evacuation procedures
- iv. communications
- v. asbestos health problems, documentation and treatment
- vi. electronic surveillance
- vii. safety shoes

3. The Company and the Communications, Energy and Paperworkers Union of Canada, Local 2000 shall set up a joint committee to make

recommendations to the joint health and safety committee on VDT testing, shielding, ergonomics, lighting, rest breaks, and other related issues.

4. The Company shall adhere to all applicable laws affecting health and safety.

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

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #2  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

RE APPENDIX A & B

This Letter of Agreement is entered into concerning Pacific Newspaper Group Short Term Disability Benefits and Life and Long-Term Disability Benefits as agreed between the above parties covered by Collective Agreements entered into on the date hereof (hereafter referred to as the Collective Agreements) and becomes effective upon ratification of the Collective Agreement.

It is agreed that the coverage provided by the Collective Agreements is governed by the rules and conditions outlined by the attached Benefit Plan Appendices "A" and "B" as applicable and no changes will be made to these appendices during the life of the Collective Agreements except as mutually agreed to by the above parties.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #3  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

COVERAGE

In order to facilitate coverage for press runs during regularly scheduled lunch periods and during certain hours, before and after the regularly scheduled hours of work, it is hereby agreed by and between Pacific Newspaper Group, a division of Postmedia Network Inc. and the Communications, Energy and Paperworkers Union of Canada, Local 2000 that:

1. Members will be available to cover the regularly scheduled day shift and night shift lunch periods and the time between the regularly scheduled

quitting time for day shift and the regularly scheduled starting time for afternoon shift.

2. The time worked for the above purpose shall be banked at the prevailing overtime rates and shall be used by the members for time off at periods mutually acceptable to the Union and the Company.

3. All other overtime shall be paid for as per the current Labour Agreement.  
This agreement shall be in effect during the term of the current Labour Agreement.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #4  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

RECOGNITION OF BENEFITS COVERAGE

For the purposes of benefits coverage and bereavement leave, Pacific Newspaper Group recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the Company should they wish to participate in employee benefits as provided by Pacific Newspaper Group.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #5  
BETWEEN

PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

**START TIMES**

1. Notwithstanding the provisions of Article 5, the parties recognize that future business opportunities and/or requirements may give cause to change the start time of a shift, the hours of work within which a shift may be established (which may be in addition to those currently established in Article 5, Section 2) and the scheduled days off. A shift not starting and stopping between the times currently designated for a day shift shall be of 8 and 1/2 hours duration and be paid at the night shift rate of pay.

2. When and where the Company deems changes are necessary resulting from 1 above the Company will notify the Union 30 days in advance of the proposed changes and the reasons therefore.

3. Upon receipt of notice of change(s) the parties will meet as soon as possible but not later than 10 days after receipt of notice (unless otherwise agreed) to discuss:

- a) the reasons for the proposed changes
- b) the proposed methods of implementing the changes
- c) alternate methods of implementing the changes

4. In the event the parties fail to agree on any or all matters in 3 above either party may refer the disputed item(s) to Vincent L. Ready or another acceptable mediator/arbitrator who shall act as mediator/arbitrator and if necessary issue a final and binding decision on the matter(s).

5. The hearings under 4 above shall be heard in an expedited manner and decisions will be issued within 72 hours after the hearing.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #6  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,

**TRAINING**

Both parties agree that competitive pressures require introduction of new technology and other changes in our operating environment. Both parties also recognize employees desire meaningful work and a sense of security in their jobs. Within this context, the Company and the Union agree to work together to retrain and assist employees affected by new technology.

A joint Union-Company committee is to be formed immediately upon the date of ratification of this Collective Agreement. The parties shall have equal representation on the Committee. The Committee shall be responsible for the development/selection of training and retraining courses and/or programs. The objective is to provide sufficient training opportunity for trainees to become competent in the operation of the equipment and/or process under review.

The committee will also canvass employees to identify areas where more training is needed and will recommend the extent of such training and implement it.

The parties agree to meet upon request of either party to discuss courses/programs/action plans for the training or retraining of employees in any new skills that may be required. All members shall have the opportunity to access such training.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #7  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

SICK LEAVE

A. The following deals with Sick Leave, as opposed to short and long term disability.

1. The Company will convene regular Sick Leave Committee Meetings with the Pre Press Department.

2. The committee will:

i. Conduct a review of all those individuals who are currently under a requirement to visit their own Doctor or the Company Doctor each time they are off sick.

ii. Follow-up to ensure that the appropriate reviews take place on a timely basis.

iii. Make recommendations as to whether or not an employee should be under a requirement to see the Company Doctor, his/her own Doctor, etc.

iv. Make recommendations to the Company as to programs that could be implemented to encourage improved attendance at work.

v.) Meet no less than twice per year.

3. In situations where the employee has complied with the directives of the Company and the result is that the Company feels that the employee has not substantiated that he/she should have missed work as a result of the illness, the matter will be referred to the appropriate Sick Leave Committee.

4. Should the Sick Leave Committee determine that there has been an abuse, the Committee shall be empowered to impose a penalty of suspension of benefits of less than the minimum six (6) months described under the terms of our collective agreements.

5. The Sick Leave Committee will consider all medical information available in attempting to determine whether or not there has been abuse of sick leave. This may include referring any conflicting Doctors reports to an agreed upon independent medical practitioner. This opinion may or may not include the examination of the employee. All costs will be paid by the Company.

6. If there is a dispute concerning any of the above points, either party may refer the matter to a Troubleshooter for binding, non-precedential

resolution. Legal counsel will not be used in presentations before the Troubleshooter. The Troubleshooter will have the option of seeking independent medical advice, the cost of which shall be borne by the Company.

7. Costs associated with the use of a Troubleshooter shall be shared between parties pursuant to Section 103 of the Labour Relations Code.

B. The following proposal deals with short and long-term disability plans:

1. Independent Physicians referred to in Section 5 (b) of the short-term plan and Section 2. (1) (e) (ii) of the long-term plan will be selected by mutual agreement.

2. The Company, the Union and the Troubleshooter will agree on a list of independent Physicians to be used.

3. Employees receiving disability benefits will not be retroactively cut off.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #8  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

UNION PROTECTION

There shall be no interference or attempt to interfere with the operation of the Union.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #9  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

LETTERS OF DISCIPLINE

Letters of dissatisfaction and written record of reprimands shall be removed after twenty-four (24) months from the date of issue.

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

LETTER OF AGREEMENT #10  
BETWEEN  
PACIFIC NEWSPAPER GROUP, a division of  
Postmedia Network Inc.,  
and  
THE COMMUNICATIONS, ENERGY and  
PAPERWORKERS UNION OF CANADA, LOCAL  
2000

Craft Unions' Letter of Agreement  
Voluntary Staff Reduction Plan  
(Except Printers)

1. Employees wishing to take part in the Voluntary Staff Reduction Plan ("the Plan") will not be replaced. Where the number of employees within a bargaining unit is decreased, there must be a permanent reduction in the manning levels and/or guarantees.

2. There will be two elements to the total amount paid under the Plan:

i. Basic Entitlement: Six (6) weeks per year of service. Regular rate of pay is to be used in this calculation. Maximum Base entitlement is one hundred and fifty thousand dollars (\$150,000).

ii. Manning Provision/Lifetime job guarantee: Where the employee is covered by a manning clause or lifetime job guarantee, they shall receive an additional fifty thousand dollars (\$50,000).

3. Subject to the above limits, employees may take the monies as calculated, in cash or in a manner designed to facilitate early retirement or in a manner designed to take advantage of tax savings vehicles allowed by Revenue Canada.

4. The Company agrees, if requested by the employee, to pay out the equivalent number of weeks the employee is entitled to receive under the Plan as per the employee's regular payroll cycle.

5. Should there be an additional buyout offered by Pacific Newspaper Group during the term of the new collective agreement, that would result in a greater payout than this Plan, Pacific Newspaper Group will pay the employee the difference in the form of a lump sum payment at the time of the new offer (except if the Printers negotiate a greater payout than this plan, it will not affect the other unions).

6. If more employees apply than be accepted (within the classification, department or Company), the selection will be based on seniority.

7. The Company will make the final determination as to the number of positions which are to be bought out. Subject to agreement by the company and the Union, if a particular position is identified, the position may be covered by a temporary employee prior to the position being

eliminated in order to allow the regular employee to leave immediately. When the position ultimately goes, there will be no claim by the temporary employee.

8. Regular full-time and regular part-time employees are eligible to participate in the Plan. Full-time employees working less than full-time and part-time employees will have their basic entitlement prorated to reflect the proportion of time they have worked over the past three (3) years. (Craft unions shall have the pro-rating based on the same formula as their vacation entitlement).

9. Employees on long-term disability will be eligible to participate in the Plan.

10. Employees who accept the proposed buy-out that are fifty-five (55) years of age or older, will receive 50% of the provincial Medical Services Plan premiums, paid on their behalf by the employer until the employee's death. It is understood that all time covered by the voluntary buy-out will be included to achieve age fifty-five (55), if necessary. Above includes \$2,000 paid up life insurance policy.

11. Applications to participate in the Plan must be received according to the following schedule:

Pressmen/Mailers Three months prior to the opening of the combined production facility.

Engravers At anytime over the term of the Collective Agreement.

12. Employees will be entitled to six (6) hours of individual financial counselling through Company paid programs. The provider shall be mutually agreed to by the Company and the Unions.

13. Employees may withdraw from participation in the Voluntary Staff Reduction plan after making their election to participate, provided their employment has not ceased.

14. Uninterrupted Southam service will be recognized.

15. Pension Plan contributions shall be made when legal, and subject to the maximum amount permissible under the terms of the employee's specific current pension plan(s) for the equivalent number of weeks entitlement under the Voluntary Staff Reduction Plan (see item 2 [i]).

DATED \_\_\_\_\_, 2012.

For the Company:

\_\_\_\_\_

For the Union:

\_\_\_\_\_

AGREEMENT RE: IMPLEMENTATION OF CTP TECHNOLOGY

As a result of the implementation of CTP technology, it is recognized that two (2) regular positions will be eliminated (resulting in nine (9) remaining employees). Affected individuals will be dealt with in accordance with the collective agreement.

The nine (9) remaining regular staff will be maintained for a period of no less than three (3) months following the third CTP line entering production anticipated mid May 2007. During this period, appropriate requirements will be evaluated.

Following the evaluation period, should the employer determine that a further reduction of a regular position is necessary, the affected individual will be dealt with in accordance with the collective agreement.

Employees so affected may be retrained and/or relocated within Part F – Pre Press Department (Platemaking/Scanning) or other mutually accepted position.

Provided they remain in Part F – Pre Press Department, any relocated employee above, may be utilized to cover for employees illness or injury of more than four (4) consecutive shifts.