

Collective Agreement

between

**Burnaby NOW and New Westminster Record
Divisions of LMP Publication (BCNW) Limited Partnership**

and



Effective January 1, 2019 to March 31, 2022

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THIS COLLECTIVE AGREEMENT made and entered into this 25th day of February, 2019, by and between NOW Newspapers, Divisions of LMP Publication (BCNW) Limited Partnership, party of the first part, and hereinafter referred to as the Company, and the Unifor Local 2000, by its representatives, party of the second part, and hereinafter referred to as the Union, WITNESSETH:

1. TERM OF AGREEMENT

From and after January 1, 2019, and for a full term of thirty nine (39) months ending March 31st, 2022, this agreement shall remain in full force and effect and thereafter until terminated by either party in accordance with appropriate provincial labour legislation.

The parties agree to exclude Section 50, subsections (2) and (3) of the Labour Relations Code under this collective agreement.

2. PROPOSALS FOR A NEW AGREEMENT

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 appropriate provincial labour legislation.

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 strike or the Company locks out the employees.

3. COVERAGE AND JURISDICTION

(a) This Agreement covers all employees who are engaged in the creation of local content for The New Westminister Record and Burnaby Now, community newspapers and local websites, except as provided in subsection (b). This Agreement does not cover content produced by other Glacier Media Inc. operations and published in The New Westminister Record and Burnaby Now community newspapers and local websites, as is currently the practice.

(b) The following are excluded from the application of this Agreement:

- Publisher
- Associate Publisher
- Advertising Sales Manager
- Regional Classified Manager
- Editor

(c) Upon the introduction of an OCR or VDT system members of the Union shall input all information for OCR and VDTs or similar systems:

EDITORIAL – Editorial employees who are at reporter level and above may input stories (including headings) they have authored.

- news services provided by Canadian Press by electronic feed
- any information, however input, may be recalled for editing, rewriting, and merging.

CLASSIFIED – Classified employees will operate VDTs, OCRs or similar systems for the purpose of inputting classified advertisements (except classified display and hard copy). Classified display advertising copy shall be input by the Composing Room employees using keyboards, VDTs, OCRs, or other similar equipment.

Classified employees may recall classified information for correction, addition, deletion or killing.

Classified employees will input all semi-display classified advertisements, phoned in or dictated. Classified employees may input larger than standard type sizes in all classified advertisements up to but not including 1/4 page in size. Such inputting shall not include pagination of classified pages, which shall continue to be done in the composing room. No composing room employee(s) will lose their employment as a result of classified employees inputting classified advertisements.

It is hereby agreed that classified employees may recall photos, logos and artwork, which has previously been entered into the system by the production department.

- (d) The kind of work previously or presently performed within the departments covered by this Agreement, as described in subsection (a), and new or additional work assigned to be performed by employees within the said departments, is recognized as the jurisdiction of the Union and shall be assigned within the jurisdiction of the Union.
- (e) New or additional work which results from the introduction/installation of equipment and/or adoption of processes designed as a substitute for, or evolution of, work previously or presently performed related to the production of the above mentioned community newspapers by employees within the said departments is recognized as the jurisdiction of the Union and shall be assigned within the jurisdiction of the Union.
- (f) This entire Agreement is predicated upon the understanding that only members of the Unifor Local 2000, covered by the terms and conditions of this Agreement will do work under the Union's jurisdiction.
- (g) The Company shall require as a condition of employment of any new employee that he/she shall on date of employment, become and remain a member of the Union in good standing, and that all present members of Unifor Local 2000 shall remain in good standing during the life of this Agreement. The Company shall terminate the employment of any employee who fails to comply with this section within 30 days.
- (h) All employees within the bargaining unit are required to pay Union dues.
- (i) It is agreed that when a computer is used to perform work within the jurisdiction of the Union only members of the Union shall perform such work. It is further agreed that the Union's

jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices.

4. TECHNOLOGICAL CHANGE

Definition: Any change in technology, method or procedure during the period of the collective agreement which decreases the number of employees that existed when the current contract was negotiated with the Union e.g. change in computer operation, except for normal layoff, such as a result of a decline in the volume of business.

The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise Unifor Local 2000. The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (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.

If any reduction in the number of employees is contemplated as a result of technological change, the Company will afford the employee(s) the opportunity for training as laid out in Section 30 to enable them to transfer to any existing or new positions, which become available.

An employee who has lost their employment with the Company through a technological change shall have the right of recall for a maximum period of nine (9) months. Said employee shall have first refusal for any job that becomes available within the bargaining unit within the nine (9) month period.

The Employer shall make available to said employee(s) sufficient training to enable them to fulfill the job function. If the new position is in other than the employee's previous department, the employee will start at that department's entry-level wage scale (apprenticeship program for production department).

In the event of loss of employment due to technological change the payment made to the employee shall be one and one-half (1½) week's pay for each six (6) months employment with a maximum of thirty seven (37) week's pay. This payment would be in lieu of the severance pay provisions of this Agreement.

In the event of a displacement, the severance pay provisions of this Collective Agreement shall apply. (Sec. 29).

5. HEALTH AND SAFETY COMMITTEE

- (a) The Company and the Union agree that a committee comprised of one representative from each location and at least one Company representative shall be established to ensure that no employee shall be required to work in an environment that may be injurious to his or her health.

The committee shall be comprised as follows:

For the Union	For the Company
Cayley Dobie	Lara Graham
Cynthia Hendrix	

- (b) The committee shall meet on a regular basis and on Company time and shall make recommendations to include but not be limited to air quality, ergonomics, lighting, EMRs and other related concerns.
- (c) The committee will meet during Company time as mutually agreed upon and report within ninety (90) days. Any recommendations emanating from the committee will be implemented within sixty (60) days, if possible.
- (d) Designated First Aid Attendants who are required to have a Level I certificate and act as First Aid Attendant will receive a premium of twenty five dollars (\$25) per week.

6. GRIEVANCE PROCEDURE

- (a) The parties agree that it is desirable that grievances should be resolved as quickly as possible. Shop stewards or employees are therefore urged to try to file their grievances with the Department Head within five (5) days from the date of the incident.
- (b) The Company is willing to meet any of its employees, or their representatives, for the purpose of discussing grievances, with the object of reaching a satisfactory solution. The parties agree to have a regard for the efficiency of the operation in scheduling these meetings both in their frequency and length.
- (c) If an alleged violation of this Agreement affects more than one employee; affects the interests of the Union as a party to the Agreement, the employees or the Union may sign and file the grievance specifying the alleged violation of the Agreement. Such grievances shall be presented at Step 2.
- (d) Should a dispute arise between the Company and the employee or employees regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1—The employee or employees concerned, in person, with their Shop Steward in attendance, shall first seek to settle the dispute with the Department Head.

Step 2—Failing a satisfactory settlement within seventy-two (72) hours after the dispute is submitted under Step 1, the employee, accompanied by his/her Steward may present the grievance in writing to the President or Publisher. The President or Publisher must meet with the Union within seven (7) days of the meeting being requested or as soon thereafter as is reasonable. The President or Publisher must reply in writing within a further seven (7) days after the meeting.

- (e) Should the grievance be referred to arbitration the parties shall mutually agree on an arbitrator. Failing to agree on an arbitrator, the Minister of Labour shall appoint one. The parties agree that the grieving party shall refer the grievance to arbitration within thirty (30) days following receipt of the written reply from the President or Publisher, as outlined in Step 2, or the grievance shall be deemed to be abandoned.
- (f) Discharge grievances may be initiated at Step 2 of the grievance procedure.
- (g) The parties agree that the Company has the right to discipline and discharge employees for just and reasonable cause.
- (h) Formal discipline including all reprimands will be in writing with the employee receiving a copy of the discipline.
- (i) All forms of discipline are subject to grievance procedure with discharge grievances being initiated at Step 2.
- (j) Notwithstanding the above, time limits may be extended by mutual consent of the parties. The parties further agree that a grievance may proceed to Expedited Arbitration under the Labour Code.

7. PERSONNEL AND MEDICAL FILES

- (a) Subject to presenting proper identification and by appointment with the Personnel Department, an employee may, in the Company of a Personnel Department employee, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctor's slips which the employee submitted with such forms. At no time shall an employee remove from his/her personnel file any document contained therein. However, an employee may copy any such document.
- (b) 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.
- (c) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the incident or situation first coming to light, unless this is a recurring incident previously discussed. Copies will be supplied to the employee and the Union representative. The employee's reply to any such letter will become part of his/her record and will be recorded as received by the publisher. If this procedure is not followed then the letter of dissatisfaction shall not become part of his/her record and shall not be raised in regard to discharge, discipline, promotion, demotion or in other related matters.

Any letters of reprimand or discipline, along with any employee responses, shall be removed from the employee's file twenty four months from the date of issue and may not be used for discipline after twelve months from date of issue.

8. WAGES AND HOURS OF WORK

- (a) Payment of wages shall be made bi-weekly, except that when a statutory holiday falls on a regular payday, payment of wages shall be made prior to the holiday.
- (b) The workday for reporters shall constitute seven and one-half (7 1/2) hours and the work week shall be thirty-seven and one-half (37 1/2) hours within five (5) consecutive days, Monday to Friday. Both parties agree that a reporter may be required to work a Tuesday-to-Saturday shift at straight time rates of pay.

The workweek shall be scheduled no later than three (3) days prior to the commencement of the weekly schedule. The schedule may be changed by mutual agreement between the Department Head and the employee, accounting for the requirements of the paper and the employees' prior commitments on their days off.

Employees shall be paid overtime on the following basis: overtime is hereby defined as the time worked in excess of the number of hours established for a regular work day or work week. Overtime shall be paid for at the rate of time and one-half (1 ½) for the first hour of each day and double-time thereafter the wage applicable to the same work when performed during non-overtime hours. Minimum of fifteen (15) minutes' pay shall be paid for any overtime worked. Overtime shall be computed in fifteen (15) minute units with any fraction of fifteen (15) minutes being considered fifteen (15) minutes. Overtime shall be paid out or at the mutual agreement between the Employee and the Company may be banked and taken in time off at a later date.

- (c) No employee of the Company shall refuse to work a reasonable amount of overtime, unless excused for health reasons. A reasonable amount of overtime is considered to be four (4) hours per member for each four (4) day week or five (5) hours for employees on a five (5) day week (except in case of emergency).

During holidays or sick leave, the Company shall staff all departments at such a level as to prevent unreasonable and burdensome amounts of overtime being accumulated by regular staff (if possible).

- (d) Nothing in the above provisions shall mean that the Company must pay for a full shift when an employee is discharged for cause or excused at their own request.

All employees shall be on probation for not more than the first ninety (90) calendar days of employment (the probationary period for classified sales and outside retail advertising sales personnel may be extended to a maximum of six months). Probation can be extended with the mutual agreement of the Union.

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

Nothing in this contract shall prevent the Company from paying over the scale or increasing benefits herein contained.

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

(e) Commencing January 1, 2019, the following hourly rates of pay shall be in effect:

WAGES

WAGES	01-Jan-18	01-Jan-19	01-Jan-20	01-Jan-21
Account Executive (70%)		1.50%	1.25%	1.25%
Year 1	\$ 14.51	\$ 14.73	14.91	15.10
Year 2	\$ 16.07	\$ 16.31	16.51	16.72
Year 3	\$ 17.63	\$ 17.89	18.12	18.34
Year 4	\$ 19.17	\$ 19.46	19.70	19.95
Year 5	\$ 20.72	\$ 21.03	21.29	21.56
Classified (66%)				
Year 1	\$ 16.61	\$ 16.86	17.07	17.28
Year 2	\$ 18.08	\$ 18.35	18.58	18.81
Year 3	\$ 19.55	\$ 19.84	20.09	20.34
Reporter (Key)				
Year 1	\$ 20.72	\$ 21.03	21.29	21.56
Year 2	\$ 22.21	\$ 22.54	22.82	23.11
Year 3	\$ 23.70	\$ 24.06	24.36	24.66
Year 4	\$ 25.17	\$ 25.55	25.87	26.19
Year 5	\$ 26.65	\$ 27.05	27.39	27.73
Year 6	\$ 28.14	\$ 28.56	28.92	29.28
Year 7	\$ 29.63	\$ 30.07	30.45	30.83
Acting Editor (111%,118%,126%)				
Year 1	\$ 32.87	\$ 33.36	33.78	34.20
Year 2	\$ 35.08	\$ 35.61	36.05	36.50
Year 3	\$ 37.31	\$ 37.87	38.34	38.82
Office /Clerical/Data Entry (70%)				
Year 1	\$ 17.63	\$ 17.89	18.12	18.34
Year 2	\$ 19.17	\$ 19.46	19.70	19.95
Year 3	\$ 20.72	\$ 21.03	21.29	21.56
Ad Control (80%)				
Year 1	\$ 16.58	\$ 16.83	17.04	17.25
Year 2	\$ 18.36	\$ 18.64	18.87	19.10
Year 3	\$ 20.14	\$ 20.44	20.70	20.96
Year 4	\$ 21.92	\$ 22.25	22.53	22.81
Year 5	\$ 23.70	\$ 24.06	24.36	24.66

- When, acting as Editor of two (2) papers, employee to receive fifteen percent (15%) in addition to the Acting Editor rate of pay.

When, acting as Assistant Editor of two (2) papers, employee to receive twelve and one half percent (12.5%) in addition to their regular rate of pay.

Assistant Editor and Sports Editor to receive ten percent (10%) in addition to their regular rate of pay.

Editorial Reporters shall receive ten percent (10%) above scale when paginating and/or laying out pages for four hours or more per shift.

Employees designated as Acting Sales Managers by management shall receive ten percent (10%) in addition to their regular rate of pay.

The night shift premium shall be ten percent (10%) over the day scale. Day shift hours of work shall be between 7 a.m. and 7 p.m. Any shift worked outside of the hours of work described as a day shift shall be considered a night shift.

9. LUNCH TIME AND COFFEE BREAKS

- (a) Lunch time (which shall be one-half hour) shall take place not less than three (3) hours after starting time nor more than four and one-half hours (4 1/2) after starting time, except in the case of emergency. A one (1) hour lunch break may be taken if the supervisor is informed in advance. It is understood that lunchtime is unpaid time.
- (b) Employees shall receive two paid fifteen (15) minute coffee breaks each day. If an employee is required to work more than one hour of overtime, an additional fifteen (15) minute paid break will be provided prior to the commencement of the overtime.

10. TEMPORARY AND PART-TIME EMPLOYEES

- (a) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed ninety (90) calendar days, except by mutual agreement. The Union shall be notified in writing as to the nature of the employment and the duration of such employment. A part-time employee is one who is hired to work regularly less than seventy five (75) percent of the workweek provided for in this Agreement.
- (b) Part-time and temporary employees shall not be employed where, in effect, such employment would eliminate or displace a regular or full-time employee.
- (c) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience. All part-time employees shall advance on the schedule of minimum salaries according to the actual hours worked.
- (d) All part-time and temporary employees' seniority shall be based on the date of hire.

- (e) Freelancers shall not be used when such use would result in the loss of a situation or a reduction of hours for an existing employee.

11. HIRING, TRANSFERS AND PROMOTIONS

- (a) The Company shall hire and the Union shall accept as members employees without regard to age, sexual orientation, self-identified gender, race, religion, colour, national origin, marital or parental status, mental or physical disability, or political affiliation. The Company shall notify the Union of all vacancies within the bargaining unit.
- (b) The Company agrees to recognize and carry out in practice wherever practical the principle of promotion of staff members within the bargaining unit under the Union's jurisdiction. Notice of any vacancy shall be posted at all available bulletin boards and given to the Union one day in advance of public recruitment and advertising. Employees desiring to fill such vacancies shall submit written applications within three days of such posting provided that this may be extended to seven (7) days for employees who are away sick, on vacation, or on out-of-town assignment. Promotions within the bargaining unit shall be based on merit and ability.

Where, in the opinion of the Company, two or more applicants are equal in merit and ability, the position shall be given to the senior applicant.

- (c) The classification of a new position created by the Employer must be negotiated with the Union prior to implementation.
- (d) The Company will provide orientation training for all new employees. Such training to include orientation with the person's shop steward. It is further agreed that during this training period the new employee may work with a mentor when appropriate. New employees will be encouraged to confer with their mentor and or shop steward on an as-needed basis. Mentor is defined as a manager or supervisor.
- (e) Any employee promoted or transferred shall be given a trial period of three (3) months, which may be altered by mutual agreement of the Company and the Union. During such trial period the employee may elect to return to his/her previous classification and salary level. There shall be no reduction in salary or impairment of benefits as a result of any transfer or promotion unless the employee so agrees, in which case the Union shall be notified immediately and in advance of the transfer taking place.
- (f) No employee shall be penalized for refusing to accept a promotion or transfer.
- (g) The trial period shall be included in determining length of service in an employee's classification or, if the employee returns to the classification from which he/she advanced his/her period of service in the higher classification shall be counted as service in the classification from which he/she advanced.

- (h) Senior members shall have choice of new shifts and new starting times, provided the changes shall be made only when new openings occur provided no changes shall be made which decrease the efficiency of the Company in the opinion of management.
- (i) Lay-off and recall is to be done by classification. Within each classification, the most junior person with the necessary skills to do the work shall be laid-off first. The most senior laid-off person with the necessary skills to do the work shall be recalled first.

The classifications within the bargaining unit are:

1. Editorial
2. Ad Control
3. Office/Clerical/Data Entry
4. Account Executive
5. Classified Supervisor
6. Assistant Editor/Sports Editor

An employee shall have right of recall while on lay-off for a maximum of nine (9) months.

- (i) The Company may discharge for just and sufficient cause. A discharged employee shall have the right to challenge the fairness of any reason for discharge in writing. Demand for written reason for discharge shall be made within seventy two (72) hours after the employee is informed of discharge.
- (j) The publisher shall, upon request, provide employee(s) with job outline(s), which informs them of the primary functions of the job.
- (k) Employees shall receive the rate of pay for any higher classification (including merit pay) to which they may be assigned. Acting Editors shall be paid at the Yr. 1 Acting Editor's grid rate unless the employee has accumulated more than one (1) year of Acting Editor work experience, at which point the Acting Editor shall be paid according to accumulated Acting Editor experience. No employee shall receive a reduction in pay when assigned to a lower classification.
- (l) The Union shall be provided with a copy of the letter given to new employees at time of hiring which details the employee's department/classification, place on the wage grid, shift(s) and any other terms or conditions of employment.
- (m) New hires and/or transfers from any division of the Company shall be credited with at least the hours worked for the purposes of placement on the wage grids and vacation credits.

12. JURY DUTY

- (a) 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 salaries during such periods of service, less the amount of jury or witness fees.

- (b) To qualify, an employee must produce proof that absence was due to serving the court and must report for work whenever excused from court duty for one-half (1/2) day or more.

13. BULLETIN BOARD

The Company agrees to provide space for a bulletin board suitably placed for the use of the Union.

14. HOLIDAYS AND VACATIONS

- (a) Members having one (1) years service from date of hire shall receive two (2) weeks vacation with pay per year calculated at 4% of hours worked during the year.

Members having two (2) years service from date of hire shall receive three (3) weeks vacation with pay per year calculated at 6% of hours worked during the year.

Members having five (5) years service from date of hire shall receive four (4) weeks vacation with pay per year calculated at 8% of hours worked during the year.

Members having ten (10) years service from date of hire shall receive five (5) weeks vacation with pay per year calculated at 10% of hours worked during the year.

Members having fifteen (15) years service from date of hire shall receive six (6) weeks vacation with pay per year calculated at 12% of hours worked during the year.

When a member ceases employment for any reason he/she shall receive pay for accumulated vacation credits.

- (b) When employees are absent on vacation granted by the Company, their position need not be filled by substitution except at the option of the Company.
- (c) The vacation schedule shall be posted not later than January 30th of each year and must be finalized by March 30 with no bumping permitted after March 30. Preference must be given to members in order of priority standing.
- (d) Employees will be paid their regular base pay while on vacation.

Vacation pay on “variable” pay will be paid on the same date/time as the associated variable pay.

Variable income includes: commissions, retro-pay, premiums and overtime.

- (e) Members shall be allowed to claim two (2) weeks’ vacation only in priority order before the remainder of the members of the chapel have their choice of vacation period.
- (f) The normal period for taking vacations shall be from January to February and June to September inclusive, unless otherwise requested by the employee. Members shall be

permitted to take two (2) weeks only during this period unless otherwise agreed by mutual consent of the shop steward and the department head.

- (g) Each employee shall receive his or her full earned vacation in the calendar year subsequent to their anniversary date. However, partial days can be carried over from year to year until half or full days have accumulated in the vacation bank. When such vacation is taken, it will be paid at the regular base rate being earned at the time the vacation is taken.
- (h) Statutory holidays falling within a vacation shall not be construed as part of the vacation period.
- (i) For part-time employees vacation pay shall be based on:

2 weeks vacation	4%
3 weeks vacation	6%
4 weeks vacation	8%
5 weeks vacation	10%
6 weeks vacation	12%
- (j) Employees may, at their request, take their vacation in one-day increments. Such request will not be unreasonably withheld. However, priority claiming shall occur for all vacations until March 30th of each year. Any vacation of less than one week booked on a first-come basis after March 30 will not be subject to priority claiming. It is further agreed that if a person is denied a one-day vacation in a department, such one-day vacation will not be subsequently given to another person in said department.

Vacations may be taken in one-day increments under the following conditions:

- i. With a minimum notice of five (5) working days, except in an emergency
- ii. With the permission of the Publisher or foreman, which shall not be unreasonably withheld
- iii. On a first-come, first-served basis
- iv. With the understanding that the Publisher or foreman reserves the right to limit the number of employees taking vacations on any given day.

15. STATUTORY HOLIDAYS

- (a) All employees shall be allowed the following holidays without loss of pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and the closest Friday or Saturday to the employee's birthday, or as a floater, at the employee's option.
- (b) If no work is performed, employees shall be allowed the aforementioned days without loss of pay. Such days shall be paid for at double rates if worked, plus the regular rate of pay. No employee shall be permitted to work when a statutory holiday falls on his/her regular day off. A holiday shall consist of a clear twenty-four (24) hours from quitting time. Any

additional days proclaimed by Federal, Provincial and/or civic governments shall be treated in the same manner as the above-mentioned holidays.

- (c) An employee failing to receive a paid statutory holiday by reason of his/her day off falling on the holiday or while the employee is on vacation shall receive another day off in lieu of such holiday missed; provided that wherever possible, such days off shall be combined with the employee's regular day off or a weekend if he/she so desires.
- (d) A temporary employee, or a part-time employee who works less than seventy five (75%) of the normal work week, shall receive five (5%) per cent added to their weekly pay in lieu of receiving health and welfare benefits. Statutory holidays and vacation shall be as per Employment Standards.

16. PREGNANCY, PARENTAL and ADOPTION LEAVE

- (a) Pregnancy and Parental leave combined of up to seventy eight (78) weeks will be granted upon request as follows:

Pregnancy Leave: A pregnant employee can take up to seventeen (17) consecutive weeks of unpaid leave. This leave may be extended by up to six (6) weeks if she is unable to return to work for reasons related to the birth or termination of the pregnancy.

Parental Leave: A birth mother who has taken pregnancy leave is entitled to take up to sixty one (61) consecutive weeks of unpaid leave. A birth mother who has not taken pregnancy leave is entitled to take up to sixty two (62) weeks of unpaid leave.

Other parents are entitled to take up to sixty two (62) consecutive weeks of unpaid leave. The leave can begin anytime within seventy eight (78) weeks of the birth or placement of the child. This leave may be extended by up to five (5) weeks if the child requires an additional period of parental care.

Parents should try to give their Employers at least four (4) weeks written notice of their intention to take any leave under article (a).

Such leave, where both parties work for the same Company, may be shared between them.

- (b) There will be no altering of job duties, working conditions, or penalties.
- (c) The employee will be reinstated as if employment had been continuous.
- (d) There will be full credits upon reinstatement for severance pay accrual, experience rating, other length of service benefits except statutory holidays, which will not accrue.
- (e) Failure to return to work will be termed a voluntary resignation.
- (f) Employees should provide a minimum of four (4) weeks' notice wherever possible of their intent to return to work following a leave under article (a).

- (g) An employee must have twelve (12) months continuous employment to be eligible for any benefits, which are in addition to benefits under the Employment Insurance Act.
- (h) The employee shall receive seventy percent (70%) of full pay to a maximum of eight hundred dollars (\$800.00) for the first week of maternity leave.
- (i) If requested by the employee, the Company shall also provide a re-payable bridge loan for seventy percent (70%) of full pay per week to a maximum of eight hundred dollars (\$800) per week, up to the waiting period as required under Employment Insurance (EI) maternity benefit. Employees shall repay any loan provided by the Company within sixty (60) days of payment of such loan.
- (j) Up to five (5) days (one (1) day 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.
- (k) Parental leave must commence within seventy eight (78) weeks of the birth of the child, or the date on which the child comes into the actual care and custody of the adopting parents.
- (l) An employee shall be granted at least five (5) days of unpaid leave for family emergencies during each calendar year.
- (m) Leaves provided in this article shall not constitute breaks in continuity of service in the computation of severance pay, vacations and other benefits, except for statutory holidays, which will not accrue.

17. BEREAVEMENT LEAVE AND PAY

- (a) A regular employee will be granted a minimum of five days leave of absence with pay between Monday and Saturday inclusive for the purpose of making funeral arrangements and attending said funeral in the event of the death of a member of the immediate family.
- (b) "Immediate family" shall be defined as a spouse (as defined in subsection 18c), parent, brother, sister, child, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, grand-parents-in-law and great-grandparents.
- (c) "Spouse" shall be a lawful husband or wife or significant other, of the same or opposite sex, living in a legal marriage or common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one year, an employee has lived with a person in a relationship of some permanence as a couple.

18. SICK LEAVE

All employees covered by this Agreement working a four day week shall receive up to twelve (12) days sick leave with pay; employees working a five (5) day week shall receive up to fourteen (14) days sick leave with pay, not necessarily consecutive, in each calendar year. New employees shall receive a pro-rated number of sick days per calendar year, based on their starting date.

Fifty per cent (50%) of sick days not used in the previous year may be carried over into the current year (to a maximum of six [6] days). Such carry-over of sick days shall only occur for sick time substantiated by a doctor's note.

Payment for sick leave shall cease when any combination of sick days is taken to a maximum of twelve (12) or fourteen (14) days in a calendar year.

Proof of illness or accident satisfactory to the Company may be required of the employee.

The Company will pay up to fifty dollars (\$50.00) of any medical certificate required. The Company agrees that a medical certificate required by a carrier of the insurance policies of the Company shall be deemed to be a certificate of the Company.

In urgent situations, the Company agrees to allow some sick leave to be used to tend to sick children, step-children, spouse, common-law spouse, in-laws, parents or step-parents.

19. HEALTH AND WELFARE

- (a) The Employer agrees to pay one hundred (100) percent of the cost of providing Medical Service Plan (MSP) benefits for all employees and dependents.
- (b) The Employer agrees to pay one hundred (100) percent of the cost of all other health and welfare benefits provided, for each employee who regularly works more than seventy five percent (75%) of full-time.
- (c) It is understood that the obligation of the Employer under this clause is to provide insurance plans and to pay the premium costs of such plans.
- (d) Group Life and A.D.&D. at one times the annual salary to a maximum of \$50,000.
- (e) Weekly Indemnity: seventy five percent (75%) of weekly earnings to a maximum of eight hundred dollars (\$800.00) for one week (until E.I. benefits commence).
 - Eligible employees must use their available sick days before claiming the above W.I. benefit.
 - The W.I. benefit will be underwritten by Sun Life, who will adjudicate and pay claims based on medical evidence provided by the employee's doctor on forms supplied by Sun Life.
 - The eligibility period commences the day following the expiry of the employee's three-month probationary period.
 - The Employer will provide an E.I. bridge loan for the entire amount of E.I. benefits until the E.I. cheques arrive. The employee agrees to repay the Employer for this loan upon receipt of E.I. payment. Employees shall repay any loan provided by the Company within 60 days of payment of such loan.

- If the employee is still disabled after the E.I. period expires (15 weeks), the employee will be eligible to apply for Long Term Disability benefits.
- No W.I. claims will be presented until three (3) days of illness have passed.
- Long-term Disability at 66 2/3 per cent of earnings to a maximum of \$3,000 per month. (The first 24 months of LTD benefits are at “own occupation”, followed by “any occupation” definition).
- Extended Health Care includes no deductible, one hundred (100) percent of all eligible expenses, one million dollar overall plan maximum.

Dental Care: Part A, basic services at 90 per cent
 reimbursement; Part B, major restorative at 50 per cent
 reimbursement; and Part C, orthodontia at 50 per cent
 reimbursement for dependent children.

- Vision Care: 80%, to a maximum reimbursement of three hundred dollars (\$300) every twenty four (24) months for adults, and every twelve (12) months for children.

- (f) Disability and extended health benefit cheques issued for claims will be forwarded from the carrier directly to members.
- (g) The Health and Welfare Plan are an appendix forming part of this collective agreement. The parties agree that there will be no changes to the plans without prior approval from the Union.
- (h) An Employer-paid Employee and Family Assistance Plan. It shall be in place immediately following ratification.

20. ACCIDENT PAY

In the case of an industrial accident, the Company will pay seventy five percent (75%) the difference, for one (1) year, between the injured employee's normal weekly net wages and Workers' Compensation Board rates.

21. EXPENSES AND EQUIPMENT

- (a) The Company shall reimburse the employee for all expenses incurred by the employee on behalf of the Company where such expenses have been authorized by the Company and claims are supported by substantiating documents.
- (b) The Company will pay mileage of forty five cents (45¢) per kilometer for editorial employees. At the employee’s option, the Company will pay editorial employees fifty dollars (\$50.00) per week car allowance in lieu of mileage allowance. Outside sales employees who use their own cars on Company business will be paid ninety dollars (\$90.00) or forty five cents (45¢) per kilometer per week car allowance in lieu of mileage allowance.

- (c) When an employee uses his/her own equipment (such as cameras and accessories) the employee will receive seventy five dollars (\$75.00) per month for such use. In addition, the Company agrees to pay for insurance premiums (including deductible) for said equipment. The Company further agrees to pay for the repair of an employee's use of his or her own equipment, and to supply consumables, i.e. batteries, as needed.
- (d) The Company will provide cell phones to editorial and sales staff who require them for work. Employees have a reasonable expectation of privacy regarding personal information on their phones but the Company has the right to access work related information.
- (e) The Company shall reimburse employees for all parking costs incurred while using their vehicles in the service of the Company.

22. UNION REPRESENTATIVE

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

23. STRUCK WORK

The Company recognizes the right of Union members to refuse to cross a legal picket line of any Union engaged in a legal strike or lockout.

24. LIBEL ACTION

- (a) When an employee is named in a libel action in addition to the Company, as a result of publication of an article(s), the Company shall assume all expenses incurred by the employee including fees and expenses of legal counsel retained by the Company and shall indemnify such employee against any monetary loss, including, but not limited to fines, damages, or loss of pay.
- (b) In the event that an employee and the Company are named in a libel action, the Company shall choose the legal counsel. In no case shall an employee suffer loss of wages, employee status or benefits under this contract as a result of the employee being named with the Company in any libel action. Provided that the employee has acted responsibly and within the scope of employment.

25. PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

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

shall not give up custody of, or disclose any of the above without consent of the President or Publisher, except by the order of the Court.

- (b) The President or Publisher shall notify the employee concerned, and the Union, of any demand on the President or Publisher, for such surrender or disclosure of authentication.

26. USE OF BY-LINE AND SYNDICATE COMPENSATION

- (a) When the product of an editorial employee's work is made available by the Company or the employee for profit to any enterprise other than the one in which they are employed (not including another division of the Company or co-operative arrangements with news services) the Company shall compensate said employees for such other use at a rate to be mutually agreed between the Company and the employee. An employee's byline shall not be used in other newspapers or electronic media without his/her authorization.

Employees shall have the following rights:

- (b) The right to express to his/her department manager or personnel manager concern over matters which he/she may feel to be a compromise of an acceptable or ethical practice.
- (c) A byline shall not be used over his/her protest.
- (d) Whenever possible, factual changes in material submitted shall be brought to the reporter's attention before publication. If a reporter cannot be contacted prior to publication, his/her byline shall be removed.
- (e) If a question arises as to the accuracy of printed material, the editor, and or publisher, will give due consideration to all available information before determining whether or not to publish a correction or retraction.
- (f) Letters to the editor which criticize or challenge the published stories of a reporter will, whenever possible, be discussed with the reporter prior to the publishing of the said letters to the editor.
- (g) All portions of a letter to the editor deemed by the editor and/or publisher to be libelous to the person, character or professional stature of the employee shall, after consultation with the editor, be deleted prior to publication.
- (h) When an employee is named in a libel action, in addition to the Company, as a result of publication of an article(s), the Company shall assume all expenses incurred by the employee and shall indemnify such employee against any monetary loss, including, but not limited to fines, damages, or loss of pay. In the event that an employee and the Company are named in a libel action, the Company shall choose legal counsel. This clause shall be deemed invalid if malicious intent is proven or admitted by the employee.
- (i) In no case shall an employee suffer loss of wages, employee status or benefits under this agreement as a result of the employee being named with the Company in any libel action.

This clause shall be deemed invalid if malicious intent is proven or admitted by the employee.

- (j) It is established in law that all notes, records, documents, films, photographs, or tapes used by an employee while in the employment of the Company are the property of the Company. An employee is required to disclose any and all information and/or material relevant to the legal matter under question, to the editor and publisher. It is also understood that the publisher will comply with any legally binding orders of the court.
- (k) The publisher shall notify the employee concerned, and the Union, of any demand on the publisher for such surrender or disclosure or authentication.

27. ADVERTORIALS

- (a) Both parties agree that advertorial copy and advertising containing advertorial copy must appear to be distinctly different from regular news copy.
- (b) To facilitate this, advertorial copy shall use different type faces and point sizes than the paper's normal editorial style. Furthermore, the advertorial copy shall be boxed, clearly marked as advertorial at the top and not use any elements of style (i.e. kickers, lead-ins, etc.) normally used in the newspaper's editorial copy.

28. OUTSIDE ACTIVITIES

Employees shall be free to engage in activities outside of working hours, provided such activities do not conflict with the interests of the Company.

29. SEVERANCE PAY

- (a) In the event of merger, consolidation, suspension or sale of all or part of the Company's operation, or upon being laid off, in excess of three months, all employees losing employment within the bargaining unit of the Union, as a result, shall receive payment at the rate of one and one-half (1.5) weeks wages for each six (6) months of employment up to a maximum of thirty seven (37) weeks' pay.
- (b) The Union will be notified, in writing, at least one (1) week prior to any layoff not covered under Section 54 of the Labour Relations Code of British Columbia. Notification shall include copies of layoff letters, release forms and any other documentation that will be provided to the laid off employee(s).
- (c) A shop steward or officer of the local Union shall be present at any layoff meeting.

30. TRAINING

The Company agrees to provide facilities and a reasonable amount of time without loss of regular weekly wages in order that the required number of employees may become proficient in the operation of any process or equipment within their department thereby enabling the Union to

provide sufficient competent members to meet the intent of this Agreement. Members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his/her preference claim who has not been afforded the opportunity of being retrained.

31. SANITATION

There shall be furnished at all times a healthful, sufficiently ventilated, properly heated, and well lighted place for the performance of all work done by members of the Union.

32. CALL BACK

Employees called back after having left the office shall be paid ten dollars (\$10.00) for such callback and overtime rates for all time worked.

33. LEAVES OF ABSENCE

- (a) The Company agrees to give every consideration that employees shall be granted leaves of absence without pay on the following basis:
- i. Requests for leaves of absence exceeding two weeks will be considered on a first-come, first-served basis, and must be submitted at least two (2) months in advance.
 - ii. An appropriate replacement, as judged by the Company, must be available.
 - iii. Leaves are limited to a maximum term of four years.
- (b) If an employee is elected or appointed to a position in the Unifor national Union or CLC, or Unifor Local Union or any organization with which the Unifor is affiliated, he/she shall be given a leave of absence upon request and shall be reinstated in the same or a comparable position when the leave expires.
- (c) A leave of absence upon thirty (30) days written notice shall be granted to employees elected or appointed delegates to conventions of the Unifor, CLC, or any organization with which the Unifor is affiliated or as a delegate to special meetings called by the Unifor or a branch thereof or by an organization with which the Unifor is affiliated.
- (d) A leave of absence without pay will be granted to an employee who requests such leave for the purpose of becoming a candidate for a public office or for a political party. If an employee who is granted leave of absence for this purpose is successful in his/her bid for such position, their employment will be terminated. If the employee is unsuccessful, then he/she shall return to work within 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.

However leaves 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.

- (e) Employees may not pursue employment during leave of a directly competitive nature in the markets covered by this agreement.

34. RELOCATION OF OFFICES

The Union and Employees will be notified at least one month in advance of any relocation of any office.

35. MEETING SPACE

The Company agrees that employees may use the board room for Union meetings outside of working hours.

36. RRSPs

1. Contributions to be made on a bi-weekly basis.
2. Employees permitted to withdraw RRSP funds for home purchases without penalty.
3. The Company agrees to include any improvements to the RRSP program made during the term of this collective agreement available to all employees.

37. ADULT EDUCATION

The Company and the Union recognize the need to encourage and assist employees in improving their job skills and developing their abilities through education and training.

Employees who, with prior approval of the publisher (which shall not be unreasonably withheld) enroll in job-related training on their own time shall have the costs of the course reimbursed by the Company to a maximum of one course per calendar year on the following basis: fifty percent (50%) of the fee will be paid on enrollment and the additional fifty percent (50%) shall be paid on completion and passing of the course.

This training shall be in addition to the Company's regular training budget and will not prejudice employees from participating in other training programs and seminars already provided by the Company.

38. DUES CHECK-OFF

The Employer shall deduct Union membership dues on each pay period from the gross earnings of each member of the Union working for the Employer. Such funds deducted by the Employer will be held in trust and shall be remitted to the Union no later than the 10th day of each month following. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished the Employer by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Employer in the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECK- OFF - UNIFOR LOCAL 2000, DUES

To:

I hereby assign to the Unifor Local 2000, and authorize you to deduct on each pay period from any earnings as your employee, and hold in trust an amount equal to all Union dues levied against be by the Union for each dues month following the date of this assignment.

I hereby authorize and request you to remit the amount deducted and held in trust to the Unifor Local 2000, no later than the 10th of each month following.

Signature

Date

SIGNING PAGE

IN WITNESS WHEREOF we have set our hand and seal

this ____ day of _____, 2019

For the Company

For the Union

Steve Bodnar

Garth Oswald

Lara Graham

Peter McQuade

Cayley Dobie

Sheila Wong

LETTER OF AGREEMENT No. 1

Re: WAGES AND HOURS OF WORK

Both parties agree that the sports reporter may be required to work a Sunday shift at straight time rates of pay.

LETTER OF AGREEMENT No. 2

Re: BLUE PENCILLING

Both parties agree that those individuals receiving wages over and above the rates included in this agreement, shall continue to receive their merit pay over and above the published rates included herein and that the overall percentage wage increases, as negotiated on renewal of the collective agreement shall be applied to both their grid rate and their merit pay. It is agreed that Ken Wall is the employee to whom this LOA applies.

LETTER OF AGREEMENT No. 3

Re: COMMISSIONS

Account Executives:

Both parties agree that all Account Executives will be treated fairly and equitably. This includes Account Executives' account lists.

- (a) The parties agree that all Account Executives can sell into printed or digital products.
- (b) The Commission plan as set out below are not to be combined in any way and are stand-alone plans.

Commissions Printed Products

Base salary plus the following commission plan: four percent (4%) up to thirty five dollars (\$35) per thousand selling rate, and five percent (5%) over thirty five dollars (\$35) per thousand selling rate, for all flyers sold.

Four percent (4%) commission on first four thousand dollars (\$4,000) sold into all or any of these markets: New West, Burnaby, per week, based on monthly average.

Five and one half percent (5.5%) commission from four thousand and one dollars (\$4,001) to eight thousand dollars (\$8000) and above sold into all or any of these markets: New West, Burnaby per week, based on monthly average. Three percent (3%) commission into other Glacier Media markets.

Commissions Digital Sales

Five percent (5%) commission on all digital revenue into any digital platform offered by the Employer.

Commission Structure for Classified

Both parties agree that all Classified/Telemarketers will be treated fairly and equitably. Here is the current commission structure for classifieds:

- \$0-\$10,000 = 2% on whole amount of sales on a monthly basis.
- \$10,001-\$20,000 = 4% on whole amount of sales on a monthly basis.
- \$20,001-\$25,000 = 5% on whole amount of sales on a monthly basis.
- \$25,001 to \$30,000 = 6% on the portion that is over \$25,000 and up to \$30,001.
- \$30,001 and up = 7.8% on the portion that is over \$30,001.

NOTE: Classified Commissions shall be paid on net proceeds of ads sold into other Glacier Media markets.

LETTER OF AGREEMENT NO. 4

ADVERTISING/EDITORIAL FEATURES/SECTIONS

It is generally understood that the existing situation regarding the assignment and production of special advertising/editorial feature sections (*1) has no perceived problems. The current situation requires a freelancer to produce external special sections (*2), unless the employee(s) in the editorial or photo departments request that those sections be given to them. It is also understood that a committee comprised of representatives from the editorial, and sales department, plus a shop steward and representative from management, may review the situation at any time if problems arise.

- *1. Currently editorial staff are responsible for gathering copy for special advertising/editorial sections which are part of the paper. (i.e. The Heights, As We Age, Edmonds, Canada Day Labour Day, etc.), and laying them out and/or paginating them.
- *2. Special external sections are those that are not produced on site at NOW newspapers. Currently staff has first choice in accepting these assignments.

LETTER OF AGREEMENT NO. 5

FLEX TIME

It is agreed that editorial employees may, at their request, and with the Company's approval, move to a flexible shift consisting of four (4) nine (9) hour days or five (5) seven and one half (7.5) hour days at the proportionate pay. The employee may also, with one (1) month's notice, move back to a five (5) day week at any time. A request for flextime will not be unreasonably denied.

LETTER OF AGREEMENT NO. 6

SALES POLICIES AND PROCEDURES

- i. A committee will be formed of the following people:

regional classified manager, classified sales supervisor, display sales managers, one classified sales representative, one display account executive, classified shop steward, display shop steward and the chief shop steward (or one officer of the Union). The parties further agree that there shall be equal Company-Union representation on this committee.
- ii. The committee shall report to the Publishers, but only such matters as they are deadlocked in resolving as a committee.
- iii. The manual shall be used on an on-going basis as the reference for adjudicating sales issues or conflicts, and also as a training manual for new salespeople.
- iv. The committee shall continue to meet semi-annually in an effort to refine and modify policies and procedures so to appropriately reflect current conditions. Any such modifications shall be forwarded to the existing manuals and communicated to the affected employees on an immediate basis.
- v. Topics to be included for discussion shall include but not be limited to house accounts, responsibility for errors, accounts handled by sales managers, conditions under which an account executive may be removed from an account, overlapping territories, shared accounts between classified and display, and similar issues.

LETTER OF AGREEMENT NO. 7

JOB SHARING

Job sharing proposals shall be considered on an individual basis in consultation with the Union with an understanding there must be mutual agreement between the publisher, Union and employees involved.

LETTER OF AGREEMENT NO. 8

HARASSMENT TRAINING

The parties agree that the Company will provide appropriate education and training for all complaint officers, supervisors, managers and shop stewards regarding personal harassment in the workplace and that this training will commence no later than two (2) months after ratification of this collective agreement and that the training will be completed no later than twelve (12) months

after the ratification of this agreement. It is understood that said training shall not exceed one (1) day per person.

LETTER OF AGREEMENT NO. 9

DAWN JAMES

Dawn James shall continue to receive a ten percent (10%) supervisor rate over and above the year three (3) rate for Classified in the wage grid plus any future negotiated rate increases on the grid. Once Dawn James leaves employment, classified work may be shifted off site. If work is shifted off site, the Classified pay grid, Classified Supervisor Premium and Appendix B (classified commission rates) will be deleted from the collective agreement.

LETTER OF AGREEMENT NO. 10

MOBILE DEVICES

Employees who are using their own mobile devices for work and are receiving the mobile device allowance as of the date of ratification of this collective agreement will continue to use their own cell phones and receive the mobile device allowance (if they so choose) until their mobile device plan expires, after which time mobile devices will be supplied by the Company.

LETTER OF AGREEMENT NO. 11

DORMANT ACCOUNTS

Advertising accounts that do not advertise for ninety (90) days become open to any sales rep soliciting ads from that customer but only after an account review discussion has been held with the sales rep. Seasonal accounts are protected for thirteen (13) months.

LETTER OF AGREEMENT #12

RETRAINING ALLOWANCE

A retraining fund of up to fifteen thousand (\$15,000), to be adjudicated by the Union is available for all employees severed after the date of ratification of this agreement. Amounts paid out will require proof of completion from qualified educational institutions.

APPENDIX A

Personal Harassment

I. Policy Statement

NOW Newspapers (the Company) and its employees are committed to the ideal of creating a working environment which is at all times supportive of the dignity and self-esteem of individuals.

The Company will communicate this policy to all employees, provide appropriate education and training for supervisors and managers, and establish a mechanism for dealing with complaints.

The policy will be embodied in all Union agreements and employee handbooks.

Employees may choose to pursue a complaint either by using the complaint procedures set out in this policy or following the grievance procedure in the collective agreement. The decision on which way to proceed shall be made by the complainant at Step 10 of Section IV herein. In the event that the complainant chooses to grieve under the collective agreement the dispute shall proceed directly to the Joint Standing Committee.

It is agreed that the President of the Union will receive a copy of the Complaint Officer(s)' report at Step 9, Section IV herein and any other written reports or findings after Step 9.

II. Definition

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee. Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

The Company agrees that the above-mentioned behaviour will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

III. Prevention

- a. This policy will be made available to all employees either in their Union contract or employee handbook. In addition, it will be posted on all appropriate bulletin boards.
- b. Employees and supervisors will receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and in understanding the complaint procedures.

IV. Complaint Procedures

The procedures listed below are for the most part meant to be a “safety net” for employees who feel they are being harassed. To the extent possible, employees are encouraged to solve the problem by informing the alleged harasser that his/her behaviour or actions are unwelcome, or with the help of their supervisor.

The Company shall identify Complaint Officer(s) for the purpose of this policy. The list of Complaint Officer(s) (see Schedule A attached) will be updated and published regularly, in consultation with the Union. The list will include female contacts.

Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the complainant’s wish for confidentiality, conduct as quick and thorough an investigation as possible.

To protect the interests of the complainant, the person complained against and others who may report incidents of harassment, confidentiality will be maintained throughout the process, to the extent possible. Information relating to the complainant, including all records of complaints, contents of meetings, interviews, results of investigations and other relevant material will only be disclosed to the extent necessary to carry out the procedures outlined herein.

COMPLAINT AND INVESTIGATION PROCEDURE:

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality. The recommended procedure for an employee who feels they are being harassed is as follows:

1. Tell the harasser clearly that the offending behaviour is NOT welcome. Remind the harasser that the behaviour is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of behaviour.

Often this is the simplest and most effective way to put an end to harassing and the Company encourages employees to take this action. However, victims of harassment are not obliged to confront the harasser and, if the harassee is unwilling or unable to do so, or if the misconduct continues after confrontation, the victim of harassment should report the offensive behaviour as outlined below.

2. Inform the immediate supervisor (or next immediate supervisor if harasser is immediate supervisor,) of the misconduct. The immediate supervisor and the employee should attempt to resolve the situation at this stage. Where necessary the Publisher should be informed so that a mutually agreeable solution can be achieved.

The Publisher may, if the complainant consents, seek a meeting with the alleged harasser and a Complaint Officer, with a view to obtaining an apology or such other resolution as will satisfy the complainant. Where the complainant is satisfied with the resolution achieved at

the meeting, the Publisher will consider the matter concluded. The employee should proceed to the next step only if the problem cannot be solved at this level.

The Publisher will advise the complainant of:

- a. the right to make a written complaint under this policy against the alleged harasser.
 - b. the right to be represented by any person of choice at any stage of the process when the complainant is required or entitled to be present.
 - c. the right to withdraw from any further action in connection with the complaint at any stage.
3. A victim of harassment may meet with any of the Complaint Officer(s) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint or taking no further action if the complainant decides not to proceed.
 4. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a written complaint to trigger the investigation.

The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.

5. The investigation will be commenced within three (3) work days and the complainant's identity will normally be made known to the alleged harasser.
6. The investigating Officer(s) will initiate and complete the investigation as soon as possible. The Officer(s) will have full authority to investigate as set out above.
7. Once the investigation is completed the findings will be made known to the complainant and alleged harasser by the Complaint Officer(s). This may be done in written form or in a meeting.
8. The Complaint Officer(s) will attempt to achieve resolution of the complaint at this point.
9. If the matter remains unresolved the Complaint Officer(s) shall submit a written report to the Vice-President, Newspaper Operations, or Chief Operating Officer, outlining the facts, issues and recommended resolution.
10. The Vice-President, Newspaper Operations, or Chief Operating Officer, will then decide the issue and forward the decision to the complainant and (alleged) harasser in writing. The decision will be implemented immediately unless a further appeal or grievance ensues, as outlined in Section V following.

V. Appeal Procedures

1. Any party affected by this policy may appeal or grieve the decision of the Complaint Officer(s) or decision of the Vice-President, Newspaper Operations, or Chief Operating Officer. Notice of intent to appeal or grieve must be made in writing to the Company President and President of the Union within seven (7) days of receiving a written decision which is disputed.

It is agreed that should a party to the dispute choose to grieve the matter via the collective agreement, the grievance would proceed directly to the Joint Standing committee (Section 6 (d) Step 2).

2. The Vice-President, Newspaper Operations, or Chief Operating Officer of the Company will take a further appeal to an outside Disputes Resolution Officer (DRO). This person will be selected from the list in Schedule B attached hereto. This persons listed here have agreed to serve in the capacity of resolving disputes arising from the personal harassment policy. Their appointment is hereby confirmed by the parties to this agreement.

The decision of the DRO will be binding. Once finalized, the DRO will forward the decision to the complainant and the (alleged) harasser in writing. The decision will be implemented immediately. (Possible responses—see Schedule C attached).

SCHEDULE A

Personal Harassment Complaint Officers

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

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

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

If either a Vice-President or President is chosen as a Complaint Officer, the report shall be made to the opposite party under Section IV, Steps 9 and 10.

Dan Olson	Lara Graham
Kerri Gilmour	Alvin Brouwer

SCHEDULE B

Personal Harassment Disputes Resolution Officers

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

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

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

1. Irene Holden (LRB)
2. Grant McArthur (LRB)
2. Marlene Hill (WCB RB)
4. Annabelle Donovan
5. Leslie Swan (WCB RB)

SCHEDULE C

Disciplinary Responses

If harassment has been identified, any one of the following responses may be deemed to be appropriate in the circumstance.

- require a verbal or written apology by the harasser
- issue a written warning to the harasser
- reassign (transfer) the harasser to another area
- terminate the harasser
- require the harasser to undergo mandatory counseling

NOTE: If, in the course of the investigation or appeal process the harassment charge is determined to be without merit the Complaint Officer or DRO will make such known, in writing, to all concerned parties.

Repeated, unfounded claims by an individual may result in harassment proceedings or disciplinary action.