

Memorandum of Agreement
Between
Unifor Local 2000
&
Black Press Group Ltd.
doing business as
The Lower Mainland Division
Dec 20th, 2017

Article 52 General Wage Provisions

January 1, 2018 1% increase to wage rates
January 1, 2019 1% increase to wage rates
January 1, 2020 1% increase to wage rates

2016/2017 Signing bonus of \$550.00 payable upon ratification.

ARTICLE 1

UNION RECOGNITION

1.01 THIS AGREEMENT made and entered into this first day of **December 20th, 2017** by the Company, operating as a common employer for those sites listed in Article 3, for the purposes of this collective agreement, in the province of British Columbia, through its authorized representatives, and the Union, and shall be effective beginning the first day of **January, 2016** and ending on the **31st day of December, 2020**.

ARTICLE 2

DURATION AND RENEWAL

2.01 This agreement shall remain in force effective beginning the first day (1st) of **January 2016** and ending on the **31st day of December, 2020**.

ARTICLE 21

HOURS OF WORK

21.01 Hours of work are as outlined in the balance of Article 21 ~~are for Employees excluding Pressroom (see LOA #4) and Editorial (see Article 21.24) Hours of work for Bindery Department employees are outlined in Letter of Agreement #5 – Bindery Staffing Levels.~~

21.24 The company will schedule journalists for seven and one half (7 ½)consecutive hours per day (exclusive of meal break) with the exception of a scheduled event or meeting in which case the hours may not be consecutive (eg. Council meetings or hockey game), thirty seven and one-half (37 ½) hours per week, and seventy five hours (75) in a two week pay period.

All hours worked beyond seven and one half (7 ½) hours in a day shall be counted towards the maximum straight time hours of seventy five hours (75) in a two week pay period.

All Journalists, shall receive two consecutive days off each week, one of which must be a Saturday or a Sunday, notwithstanding that one journalist per location may be scheduled to work Saturday and Sunday with two other consecutive days off in accordance with article 5.03

Work schedules of days and hours shall be posted Friday at noon in advance of the week for which they apply.

Agreed (This clause came from Article 21.20 of the CA.)

Upon mutual agreement, a shift schedule that is beneficial to the journalist and the Editor may be varied within seventy-five (75) hours every two weeks.

Overtime

22.07 All work done before or in excess of the regular work shift by members of ~~Communications, Energy and Paperworkers Union of Canada, Unifor Union of Canada, Local 2000~~ affected by this agreement shall be considered overtime and shall be paid for at ~~double-time rate~~ the rate of time and one half for the first hour and double time thereafter.

22.12 In editorial, any hours worked in excess of seventy-five (75) hours in a two week pay period, and only those hours shall be banked as per Article 22.14 or paid at the overtime rates in 22.07. ~~those specified in Article 21.17 – Hours of Work, shall be overtime.~~

ARTICLE 26

CALL BACK

26.01 Employees called back after having left the workplace worked a full regular workday shall be paid overtime rates for all time worked, including travel time, but not less than four (4) hours where this is the current practice, all at the overtime rate.

Journalists called back after having worked a full regular workday shall be paid not less than two (2) hours at a 10% premium for all hours worked outside the hours of 7.00am – 7.00pm, including travel time unless it is overtime.

ARTICLE 30

EXPENSES AND EQUIPMENT

Cell Mobile phones

30.05 Employees required by the Company to supply their own cell or smart phones shall be paid as per current practice or ~~\$25~~ \$30.00 per month, whichever is greater.

This allowance will be prorated for any leave of absence in excess of five (5) working days, including illness and/or injury.

Journalists required by the Company to supply their own smart phone shall be paid \$40.00 per month.

The Employer shall inform employees immediately upon hiring of this requirement.

The employer shall have the right to supply the employees with mobile phones.

Memorandum of Agreement

Between

Unifor Local 2000

&

Black Press Group Ltd.

doing business as

The Lower Mainland Division

Dec 20th, 2017

Signatories to Agreement signed this day of Dec 20 2017

For the Union:


Jennifer Moreau: Vice President Local 2000.


Bonnie Pierotti: Bargaining Committee.


Louise Meger: Bargaining Committee.



Paul Scanlan: Bargaining Committee.

Alex Browne: Bargaining Committee.

Janice Mac Donald: Bargaining Committee.


Peter McQuade: National Representative.

For the Employer:


Robin Clarke: Director Human Resources.


Dwayne Weidendorf: Group Publisher.


Andrew Holota: Publisher. BE Editorial Director

Memorandum of Agreement
Between
Unifor Local 2000
&
Black Press Group Ltd.
doing business as
The Lower Mainland Division
Dec 19th, 2017

THIS AGREEMENT is made this ~~1st day of April, 2013~~ **January 2016** between **Unifor** ~~Communications, Energy and Paperworkers~~ Union of Canada, Local 2000, hereinafter referred to as the "Union" and **Black Press Group Ltd. (doing business as the Lower Mainland Division)**, ~~The Abbotsford News, The Bowen Island Undercurrent,~~ The Chilliwack Progress, The Hope Standard, The Langley Times, The Maple Ridge News, The Mission City Record, ~~The News Leader (Burnaby/New Westminster),~~ The Peace Arch News, ~~The Richmond Review, The Surrey Leader, The Tri-City News, The Westender~~ and hereinafter referred to collectively as the "Employer" or "Company."

**ARTICLE 3
COVERAGE**

3.01 The scope of the bargaining unit to which this agreement applies is all employees of the Company in a single bargaining unit working at and from:

- The *ABBOTSFORD NEWS* in the Editorial, Classified Advertising, & Creative Services (computer to plate), Bindery and Press Hall departments except the Publisher & Editor, and Bindery Operations Manager
- ~~THE ABBOTSFORD and CAMPBELL HEIGHTS BINDERIES~~ except the Publisher and Bindery Operations Manager
- THE ABBOTSFORD **VANTAGE WAY** PRESS CENTRE, except the Publisher and the Press Operations Manager.
- The *CHILLIWACK PROGRESS* except the Publisher, Editor, General Manager, Circulation Manager, Ad Manager, and Stringers who work less than 10 hours per week
- The *HOPE STANDARD* except the Publisher and Stringers who work less than 10 hours per week
- The *LANGLEY TIMES* except the Publisher, Editor, Circulation Manager, Office Manager and Advertising Manager
- The *MAPLE RIDGE NEWS* in the Editorial department, Classified Advertising except the Publisher, Editor, Ad Manager, Advertising Salespersons and Stringers who work less than 10 hours per week.
- The *MISSION CITY RECORD* except the Publisher/Editor
- ~~The *NEWS LEADER* (Burnaby/New Westminster) in the Editorial, Creative Services and Advertising Departments~~ except the Publisher and Editor
- The *PEACE ARCH NEWS* in the Editorial, Classified Advertising, Creative Services and Circulation departments except the Publisher, Editor and Circulation Manager
- ~~The *RICHMOND REVIEW*~~ except the Publisher, Editor, Advertising Manager and Circulation Manager
- ~~The *SURREY LEADER* in the Editorial, Classified Advertising, Creative Services and Display Advertising departments~~ except the Publisher, Editor and Advertising Manager

- ~~The TRI-CITY NEWS in the Editorial, Creative Services and Classified Advertising Departments except the Publisher and Editor~~
- ~~The WESTENDER except the Publisher, Editor and Advertising Manager~~
- ~~BOWEN ISLAND UNDERCURRENT except the Publisher, Editor and Advertising Manager~~
- The LOWER MAINLAND BLACK PRESS GROUP LTD. CLASSIFIED BUSINESS CENTRE except one management employee.

3.2 The terms and conditions of this agreement as provided below, except wages, hours of work, transportation allowance and commissions, which are site-specific peculiarities will also apply to any other groups of employees of Black Press Group Ltd., (Lower Mainland Division) where:

- Such employees are part of a non-union department and/or newspaper at the date of ratification of this agreement; and
- have been varied into this bargaining unit by a certification decision of the Labour Relations Board.

ARTICLE 4

JURISDICTION

~~4.03—Those employees currently receiving technician premiums pursuant to Article 22 of this agreement will continue to receive such premiums for the life of this agreement, as long as they stay in their current positions. In future, technician's premium will only be paid to bargaining unit employees when they are required by the Company to take courses to maintain and repair computers/software or related equipment and spend the majority of their week engaged in this activity.~~

~~4.04—Web ads sold at sites where the creative service department is unionized will be developed by unionized graphic artists who have the requisite technical skills and proficiency.~~

ARTICLE 5

Seniority/priority

5.03 Priority members in each department shall have **the** choice of new shifts, new starting times, and any other benefits where seniority is referred to in this collective agreement.

ARTICLE 9

REFUSE TO EXECUTE STRUCK WORK

9.01 The Union reserves to its members the right to refuse to handle any struck work, **from any Black Press affiliate** ~~work destined for struck departments or shops or any work which has~~

~~been declared by the Union to be unfair and further reserves to its members the right to refuse to cross picket lines.~~

ARTICLE 10 - INFORMATION

10.01 The Company shall supply the Union on request with a list containing the following information for each employee:

- a) Name, address, **home email address**, gender, date of birth and social insurance number;
- b) Date of hiring;
- c) Classification;
- d) Experience rating and experience anniversary date;
- e) Salary, including the precise formula for any commission or bonus arrangements, or other forms of compensation.

ARTICLE 13

Non-discrimination

13.06 The Employer shall hire and the Union shall accept as members employees without regard **discrimination due** to age, gender, race, creed, colour or national origin, marital or parental status, sexual orientation, **self-identified gender**, political affiliation, or ~~irrelevant~~ mental or physical **disability**. ~~handicaps~~.

ARTICLE 14

PROBATION

14.07 ~~New pressmen and bindery employees~~ not being hired as regular situation holders shall be considered probationary employees for their first twenty (20) shifts worked or three months, whichever period is longer.

ARTICLE 16

SECURITY OF EMPLOYMENT

Layoff and Recall

16.05 There shall be no dismissal of, or other discrimination against any employee because of his/her membership or activity in the Union, nor because of age, gender, **self-identified gender**

race, creed, colour, national origin, marital or parental status, sexual preference, political activities or political belief.

16.08 If there is reduction of employees on single-person seniority boards within a department (e.g. ~~photography~~, ad control) the Union and Company will, if the employee wishes, attempt to negotiate alternate work arrangements for the affected employee.

Bumping

16.14 There shall be no bumping between sites except ~~where there are multi-site boards or~~ employees doing work for more than one site or an employee in the classified call center who will be able to bump back into his/her former worksite.

ARTICLE 17

SEVERANCE & VOLUNTARY BUYOUTS

17.01 Severance pay shall not be paid to employees who are discharged for cause, who resign, who retire, or who are hired as temporary employees.

17.02 Upon dismissal for any other reason, or upon being laid off, an employee shall receive severance pay in cash in a lump sum equal to one week's pay for every six (6) months of service or major fraction thereof with a minimum payment of two (2) week's ~~basic salary up to a maximum of seventy-eight (78) weeks basic salary as per the severance computation in~~ **article 17.03**

17.03 Severance pay will be computed at the ~~highest~~ **average** straight time weekly salary paid to the employee during the fifty-two (52) week period immediately preceding the dismissal or layoff, except in the case of employees paid on a salary and commission basis, when the severance pay will be computed at the average weekly income paid to the employee during the fifty-two (52) weeks immediately preceding the dismissal or layoff.

17.04 If any employee is rehired following payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Company.

Reasonable terms of repayment shall be arranged if required by the employee.

17.05 An individual who is recalled to work after having received some or all of the severance pay he/she was entitled to shall, if he/she becomes entitled to severance pay again, have deducted from his/her continuous service six (6) months for each week of severance pay previously paid to him/her.

This adjustment in continuous service shall be made only for the purpose of calculating his/her entitlement to severance pay.

This Article shall not apply to employees affected by technological change severance in Article 18.

17.06 The period of any employee's service with the Company, for the purpose of this Article, shall mean the total period of consecutive and uninterrupted service of the employee concerned, except that:

- a) Breaks in service with the Company which were occasioned in circumstances over which the employee had no control shall not be regarded as an interruption;
- b) Leaves of absences granted by the Company to any employee, except where stated otherwise in Article 40, and the period of a layoff of an employee subsequently rehired following a lay off to reduce the labour force, shall not be regarded as an interruption in continuity of service, but the time actually spent away from regular duties shall not count as time served.

17.07 There shall be no duplication or pyramiding of severance pay, dismissal pay or termination pay.

17.08 In the event that a voluntary severance package(s) is/are offered the following rules will be followed:

- a) The package(s) value will be negotiated with the Union on a case-by-case basis. The value will be no less than the amount provided for in this Article, **unless mutually agreed between the parties.**
- b) The package(s) will be presented through the Union and be available to the employees in the targeted departments in priority order.
- c) The name(s) of employee(s) interested in the voluntary severance package(s) will be kept confidential by the Union.

Employee Groups

18.02

Employees in Group A shall not lose employment as a result of technological change or for economic reasons except as outlined under 18.04 below. This group includes:

~~Abbotsford & Chilliwack Creative Service and Press Employees named on a signed and dated memorandum of agreement between the Union and the Company which covers~~ Regular employees employed by the Company on March 31, 1978. **Harvey Toews, Gary Buller, and John Rennie.**

~~Chilliwack Advertising Employees named on a signed and dated memorandum of agreement between the Union and the Company which covers regular employees employed by the Company on March 31, 1980.~~

~~Peace Arch News (Creative Service) Employees named on a signed and dated memorandum of agreement between the Union and the Company which covers regular situation holders employed by the Company on April 1, 1995. These are Eileen Jarrett and Brenda Porayko.~~

~~Richmond Review All regular employees of the Richmond Review (excluding temporary employees) employed by the Company on May 31, 1995, except that these employees shall be covered by the terms of the collective agreement in the event of economic layoff.~~

Group A does not include anyone who left the employ of the Company and was subsequently rehired.

ARTICLE 21

HOURS OF WORK

21.01 Hours of work are as outlined in the balance of Article 21 ~~are for all employees except the pressroom which shall be covered under LOA #4 and Editorial as outlined below.~~ Hours of work for Bindery Department employees are outlined in Letter of Agreement #6 Bindery Staffing Levels.

Five-Day Week

21.02 A day's work for all regular full-time ~~employees~~ members working a five-day week under this agreement (~~excluding editorial~~) shall consist of **seven and one half (7.5) consecutive** hours per day (exclusive of lunch time) and thirty-seven and one-half (37.5) hours shall constitute a week's work.

~~21.03 A graveyard shift work for all employees shall consist of 7 hours (exclusive of lunchtime) and thirty five (35) hours shall constitute a week's work.~~

~~21.04 A lobster shift work for all employees shall consist of 7 hours (exclusive of lunchtime) and thirty five (35) hours shall constitute a week's work.~~

21.05 No employee covered by this contract shall be required to or permitted to hold a situation of more than 5 days or ~~5 graveyard shifts or a combination of days and graveyard shifts (or lobster shifts if applicable)~~ equivalent to 5 in one financial week.

21.06 No employee shall be employed for less than a full shift except when discharged for cause or is excused at his/her own request. (This does not apply to part-time or temporary part-time employees.)

~~21.07 Creative Services Employees Only~~

~~a) — A day's work for all regular full-time Creative Services employees working a four-day week under this agreement shall consist of 9 hours per day (exclusive of lunchtime) and thirty-six (36) hours shall constitute a week's work. Creative service employees who choose to work a four-day (36 hour) week will be covered by the provisions of Article 21.08 to 21.20 inclusive.~~

~~b) — Effective the date of ratification regular Creative Service employees may choose to work a (4 x 8.5) 34-hour week. (Those on a 34-hour week will be paid overtime after 9 hours worked in one day or 36 hours worked in the week.) Creative Services employees who choose to work a four-day (34-hour) week will be covered by the provisions of Article 21.08 to 21.20 inclusive.~~

~~c) — Effective the date of ratification regular Creative Service employees may choose to work a (5 x 7.5) 37.5-hour week. Creative Services employees who choose to work a five-day week will be covered by the provisions of Article 21.02 to 21.06 inclusive and 21.13 to 21.20 inclusive.~~

~~d) — Creative Services employees will have the option of 30 minute or 1-hour lunch breaks.~~

~~e) — All shifts (whether covered under a, b or c above) will start and finish within the 10-hour window that starts and ends within the same time frame as the 9-hour shifts~~

~~f) — Effective on the date of ratification all new creative service employees filling full-time vacant regular situations and temporary situations will choose a work-week in accordance with Article 21.07 a, b or c.~~

~~These individuals may choose a workweek in accordance with Article 21.07 a, b or c.~~

Four and Five Day Week

~~21.08 A graveyard shift work for all employees shall consist of 8 1/2 hours (exclusive of lunchtime) and thirty four (34) hours shall constitute a week's work.~~

~~21.09 A lobster shift work for all employees shall consist of 8 1/2 hours (exclusive of lunchtime) and thirty four (34) hours shall constitute a week's work.~~

~~21.10 No employee covered by this contract shall be required to or permitted to hold a situation of more than 4 days or 4 graveyard shifts or a combination of days and graveyard shifts (or lobster shifts if applicable) equivalent to 4 in one financial week.~~

~~21.11 No employee shall be employed for less than a full shift except when discharged for cause or is excused at his/her own request or as outlined in 21.06 above.~~

~~21.12 Creative Services employees will receive all statutory holidays as per contract and will be paid for each on the basis of the hours of their regular shift and at the hourly rate which is in effect at any time.~~

21.13 All employees shall receive two consecutive days off each week, one of which must be a Saturday or Sunday.

21.14 All work performed on Sundays (unless otherwise stated in this agreement) except for the Company's regular editions (regular editions include regular issues of the paper published on an alternate day of the week due to the observance of a Statutory Holiday or other unforeseen circumstances) shall be paid for at the overtime rate.

21.15 No employee shall work more than the number of consecutive days established as a workweek, unless the overtime rate is paid.

This section shall apply regardless of changes in off days or off nights.

~~21.16 It is further agreed that the shift premiums will apply to all hours on the whole shift as described above, not just to those hours within the parameters.~~

21.17 Day work hours shall begin and end between 7:00 a.m. and 7:00 p.m.

~~21.18 Graveyard will be when the majority of hours fall between 12 midnight and 6:00 a.m.~~

~~21.19 Any other shift shall be a lobster shift and the lobster rate shall be paid, and members on such a shift shall be considered to be lobster shift workers,~~

21.20 Work schedules of days and hours shall be posted ~~one week~~ every Thursday in advance of the week for which they apply.

~~21.21 Section 21.15 shall not apply to the editorial staff who shall manage with the editor, a flexible work schedule which permits them to pursue the aims and duties of their profession as journalists which includes the need to report events as, when and where they arise.~~

~~21.22 Reporters' and photographers' work schedules shall not exceed 75 hours every two weeks.~~

21.23 Section 21.15 shall ~~also~~ not apply to outside retail advertising sales personnel.

21.24 The company will schedule journalists for seven and one half (7 ½) consecutive hours per day (exclusive of meal break) with the exception of a scheduled event or meeting in which

case the hours may not be consecutive (eg. Council meetings or hockey game), thirty seven and one-half (37 ½) hours per week, and seventy five hours (75) in a two week pay period.

All hours worked beyond seven and one half (7 ½) hours in a day shall be counted towards the maximum straight time hours of seventy five hours (75) in a two week pay period.

All Journalists, shall receive two consecutive days off each week, one of which must be a Saturday or a Sunday, notwithstanding that one journalist per location may be scheduled to work Saturday and Sunday with two other consecutive days off in accordance with article 5.03

Work schedules of days and hours shall be posted Friday at noon in advance of the week for which they apply.

Agreed (This clause came from Article 21.20 of the CA.)

Upon mutual agreement, a shift schedule that is beneficial to the journalist and the Editor may be varied unless it creates overtime where it must be approved by the Editor.

ARTICLE 22

PREMIUM RATES, OVERTIME, GRID PLACEMENT AND FIRST AID ATTENDANTS

Premium Rates

22.01 Premium rates be paid as follows:

- Graveyard shift: fifteen percent (15%) premium in addition to the day scale.
- Lobster Shift ten percent (10%) premium in addition to the day scale.

~~22.02 Day work hours shall begin and end between 7 a.m. and 7 p.m.~~

- ~~• Graveyard will be when the majority of hours fall between 12 midnight and 6 a.m.~~
- ~~• Any other shift shall be a lobster shift~~
- Mechanical: Lobster rate paid for entire shift.

The above shift premiums do not apply to Editorial.

In Editorial, all hours worked outside the hours of 7 a.m. to 7 p.m. will be paid at a 10% premium unless it is to cover a scheduled event where it will not apply, or it is overtime, which shall be paid as per the overtime provisions contained in article 22.12

- All other employees: If the majority of the shift falls outside the hours worked of 7 a.m. to 7 p.m. the entire shift rate will be paid the Lobster rate; otherwise the Lobster rate will be paid only for those hours worked before 7 a.m. or after 7 p.m.

22.03 Bindery Shift premium

~~Twenty percent (20%) in addition to regular pay scale for the shift worked when rest period is less than eight hours between shifts. It is further understood that there shall be a minimum of six hours rest between shifts.~~

22.04 Foremen

Except for regular foremen (a below) and assistant foremen at smaller sites (b below), premium rates are only to be paid as working premiums and are not included as pay when the job function they are paid for is not being performed.

The following supervisory premium rates for ~~creative services,~~ **the pressroom** and ~~bindery~~ departments will apply:

- Foremen 20% **in addition to day scale**
- Assistant Foremen ~~/Bindery Supervisors~~ 10% **in addition to day scale**

The Company reserves the right to appoint an assistant foreman in addition to a foreman, in departments where it deems necessary, because of volume of work and size of staff, except in the Press hall where there will continue to be an assistant foreman on each shift.

- ~~In departments with five or more employees on the regular board (including foreman), the foreman's rate will be paid to one employee.~~
- ~~In departments with up to four employees on the regular board the assistant's foreman's rate will be paid to one employee except as per Article 43.12.~~
- ~~When the foreman (a) or assistant foreman (b) is absent for vacation or sick leave, another employee will be paid the applicable rate.~~
- ~~In departments where the current practice regarding foremen and assistant foremen differs from those set out in Sections (a), (b) and (c) above, the current practice shall remain in effect as long as the current incumbents hold their positions.~~

22.05 There will be no pyramiding of premium rates.

22.06 When a ~~bargaining unit member~~ **Journalist** fills in for ~~an Editor non-Union supervisor or manager~~ for a period of two days or more, the higher classification pay will be 10 per cent above the top pay rate of the ~~bargaining unit member's~~ **Journalists** pay grid. ~~including commission in classifieds.~~

It is understood that, if the premium is triggered, it will apply to all days the supervisor or manager is away.

22.18 Grid placement

Employees placement on the grids will be based on date of hire. ~~seniority and experience. For instance, a reporter hired July 1, 2002, will move to the top level on July 1, 2006 while a clerical worker hired November 1, 2005 at the starting level will move to the 'after one year' level on November 1, 2006, and each subsequent annual step up on the anniversary of their date of hire.~~

ARTICLE 24

NOTICE TO CHANGE STARTING TIME

24.01 The department manager, foreman or supervisor of the department or publisher if it applies, shall have the privilege of calling his/her regular force or any part of it to work at different hours, provided that in no event shall a member of a press, ~~bindery or creative services~~ department be required to commence work at more than (2) starting times within a fiscal week, except as noted in Articles 21 and 22.

ARTICLE 27

PART-TIME & TEMPORARY EMPLOYEES

Part-Time Employees

27.11 The Union recognizes the Company's right to hire part-time employees but at no time will a part-time employee work less than four (4) hours per shift.

~~In Creative Services, any part-time employee hired for less than a full shift must work within the hours of the latest scheduled shift.~~

ARTICLE 30

EXPENSES AND EQUIPMENT

30.01 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.

30.02 The employee shall be reimbursed for meals and lodging while on authorized assignment by the Company upon submission of substantiated expense claims.

30.03 Necessary working equipment shall be provided for the employee and paid for by the Company.

Photographic equipment

~~30.04 Employees required by the Company to supply their own photographic equipment shall be paid a minimum of \$10.00 per day (\$15 if digital) if the employee(s) supply the equipment.~~

~~This allowance will be paid for all days the employee performs work for the Company, including statutory holidays and vacation and this equipment shall be protected against loss or damage by insurance paid for by the Company, and necessary maintenance and damage caused on an assignment for the Company shall be paid for by the Company.~~

Protective gear – Bindery and Press

30.07 Protective gear ~~for bindery~~ and press employees: The Company will provide one pair of safety boots/shoes to a maximum value of \$200.00 for those employees working in the press. ~~area and \$140.00 for bindery employees.~~

The Company will repair or replace the boots/shoes when necessary due to normal wear and tear.

30.08 The Company will provide an allowance of up to \$65.00 for hearing protection for those employees working in the press ~~and bindery~~ areas and replace as necessary, not to exceed once every two years.

In addition, earplugs shall be made available to any employee requesting them.

30.09 Employees who do not achieve an equivalent of 225 hours of employment with the Company shall have the amount deducted from their last pay that the Company has expended for them as reimbursement to the Company for protective gear.

30.10 All employees in the press ~~and bindery~~ areas will be required to wear safety boots/shoes and hearing protection while at work.

30.11 The Company will provide moist industrial hand soap and PR88 hand protector cream for use by all press ~~and bindery~~ employees.

30.12 The Company agrees to provide ~~aprons for all bindery employees and~~ a minimum of six (6) pairs of trousers and seven (7) shirts for pressroom employees.

30.13 The Company agrees to provide a laundry service for said apparel.

ARTICLE 32

STATUTORY HOLIDAYS

32.01 All employees, except those covered under Article 32.05 who have completed 30 days of employment shall be allowed the following holidays without loss of pay:

New Year's Day

Family Day

Good Friday

Victoria Day
Labour Day
Christmas Day

Canada Day
Thanksgiving Day
Boxing Day

B.C. Day
Remembrance Day

~~And the closest Friday or Saturday to the employee's birthday, or as a floater, at the employee's option~~

32.02 Any additional days proclaimed by the Provincial Government shall be treated in the same fashion as the above listed statutory holidays.

Compensation for stats

32.03 If no work is performed, employees shall be allowed the aforementioned days off without loss of pay.

Such days shall be paid for at double rates if worked, plus another day off with pay in lieu of the holiday, to be taken at a time mutually agreed between the employee and the Employer

32.04 The premium rate will be paid for any hours worked by an employee between 12:01 a.m. and 12 midnight on the day a statutory holiday occurs.

The premium rate will be paid for the full shift if the majority of the shift falls on the statutory holiday.

32.05 An employee on the sub list, ~~bindery employees~~ currently paid 4.2%, and a part-time employee who does not qualify for health benefits shall receive 4.2% per cent added to their weekly pay in lieu of receiving paid statutory holidays.

32.06 An employee who is given a day off on a statutory holiday or instead of a statutory holiday must be paid the following amount for the day off:

- a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, the same amount as if the employee had worked regular hours on the day off;
- b) for an employee who does not have a regular schedule of hours, who is not covered by 32.05 above and who has worked at fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the 30 day period by the number of days worked;
- c) for an employee who has worked less than 15 of the last 30 days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the 30 day period by 15.

32.07 An employee on leave of absence in excess of (1) month or who is receiving monies from a third party (Maternity/Parental leave, WCB, or any insured wage loss plan) shall not be entitled to receive Statutory Holiday pay under this Article 32, for any statutory holiday that falls during such leave.

ARTICLE 33

VACATION ENTITLEMENT

All employees will earn vacation in accordance with Articles 33.01 – 33.05. Those employees employed as of the date of ratification will continue to take vacations as is currently the practice at their sites. Employees hired after the date of ratification will take vacations as detailed in 33.06.

33.01 Every employee shall be given vacation in accordance with the terms of this Article.

33.02 During the first and subsequent years of service, employees shall earn three (3) weeks of vacation.

33.03 During the fifth and subsequent years of service, employees shall earn four (4) weeks of vacation.

33.04 During the tenth and subsequent years of service, employees shall earn five (5) weeks of vacation.

~~33.05 During the 20th and subsequent years of service, employees shall earn six (6) weeks of vacation.~~

33.06 Vacations are fully earned only by virtue of a completed service year and may only be taken in a calendar year in which a service year is completed. For example: During the fifth year of service an employee earns (4) weeks of vacation. If that employee completes his/her fifth service year on August 7th, 2003 he/she will be entitled to take four (4) weeks vacation in 2003 and that four (4) weeks vacation is fully earned as of August 7th, 2003. That employee will be entitled to take four (4) weeks vacation in 2004 and that (4) weeks vacation is fully earned as of August 7th, 2004.

33.07 Vacation entitlement will be reduced proportionally if employment is terminated, or if the employee has had vacation entitlement deducted as a result of a leave of absence pursuant to Articles 40.17 and 40.18 of this Agreement.

VACATION SCHEDULING

33.20 At any one time one employee in any department will be entitled to be on vacation, except in Mission, Hope and Bowen Island where the Unionized employees will book vacations as if they are on one seniority board.

ARTICLE 36 - PENSION PLAN

36.01 All Unionized employees (~~except Bindery casuals, LOA No. 5 — Bindery Staffing Levels~~) shall become members of the CEP Unifor Multi-Employer Pension Plan.

~~36.02 Normal retirement age for all employees will be 65 years of age.~~

36.03 Contribution rates to the CEP Unifor Multi-Employer Pension Plan will be as follows:

For all existing employees currently in the CEP Unifor Multi-Employer Pension Plan:

5% of gross earnings

36.04 Contributions shall be made for any shift for which an employee receives compensation (e.g.: sick leave, vacations, holidays, disability insurance, WCB, bereavement leave, jury duty). The Plan is administered jointly by Union and Employer Trustees.

36.05 Contributions shall be made by cheque, money order, or similarly recognized medium of exchange and shall be made payable to the CEP Unifor Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of ~~Justina Ersan,~~ Senior the Pension Administrator. ~~Aon Consulting Inc., 1 Eglinton Avenue East, Suite 320, Toronto, Ontario M4P 3A1,~~ (or to such other corporate trustee as may be designated by the Trustees of the Plan), no later than the 10th of the following calendar month for which contributions are due.

Remittance Forms to be furnished by the CEP Unifor Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of ~~Mrs. Anna Szanto,~~ Senior the Pension Administrator. ~~Aon Consulting Inc., 1 Eglinton Avenue East, Suite 320, Toronto, Ontario M4P 3A1,~~ no later than the 10th of the following month for which contributions are due.

36.06 Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

36.07 In the event that the Employer shall fail to pay contributions to the plan on a timely basis, the Plan and its trustees shall have, in addition to such rights as they may have to collect such contributions under applicable statutory and common law, the right to invoke the arbitration provisions of this Agreement for adjudication of the Employer's duty to contribute to the plan.

The plan and its Trustees shall not be required to comply with any of the pre-arbitration requirements of the grievance procedures set forth in this contract.

If the arbitrator determines that the Employer has failed to pay a contribution due the plan under this agreement the arbitrator shall award to the plan the total amount of contributions due and owing plus interest at the maximum rate allowed by law and the costs and expenses, including reasonable attorney fees, incurred by the Plan in pursuing the arbitration proceeding and any court action to obtain enforcement of the arbitrator's decision.

The Employer shall supply to the Chapel Representative a copy of receipted Remittance Forms received from the CEP Unifor Multi-Employer Pension Plan within five (5) days of receipt of such forms.

36.08 Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CEP Unifor Multi-Employer Pension Plan pursuant to this Section shall be in addition to all other benefits heretofore provided by the Employer and/or by any Plan or Trust to which the Employer has made contributions.

36.09 Should the Union direct the Company to forward pension contributions for its employee members to a different Pension Plan and/or Plan Administration, they will provide the Company with a minimum of one (1) months' notice.

ARTICLE 40

LEAVES OF ABSENCE

MATERNITY, PARENTAL LEAVES

Union Leave

Housekeeping changes CEP-Unifor.

Union Leave

40.01 A maximum of five employees designated by the CEP Local 2000 to attend a bargaining negotiating meeting shall be released for that purpose without loss of pay.

If it becomes necessary to hire replacement help to perform the job duties of any such released employee the Union will reimburse the Company all wage and related costs.

ARTICLE 43

SUPERVISORS AND FOREMEN

43.01 For the purposes of this collective agreement the term “foreman” or “supervisor” will be used to identify supervisory personnel in bargaining unit positions. The term “manager” shall refer to excluded management personnel.

43.02 An outside foreman (mechanical) hired by the Company shall become a member of the Union from the date of hire and shall accrue seniority whilst working as a foreman.

43.03 In the event that a reduction in the regular workforce is required, the outside foreman shall remain a member of the bargaining unit, but shall not be permitted to perform bargaining unit work that would normally be performed by a regular situation holder unless the employee laid off has less seniority than the outside foreman.

43.04 All foremen (mechanical) shall be members of the Union and tagged on the regular board as foremen.

~~43.05 A new creative services manager hired from within a Black Press Lower Mainland owned newspaper will have the right to return to his/her former board with no loss of seniority, in the event that he/she is unable to satisfactorily perform his/her duties as creative services manager.~~

No employee shall be displaced by a foreman moving from one board to another, except if he/she returns to his/her original board.

43.06 A department manager, foreman, supervisor or publisher (depending on department) shall select, supervise and control all the employees connected with the same, and all employees shall perform such work as the department manager, foreman, supervisor or publisher may direct, subject to the provisions of this contract. ~~and of the General Laws of the Communications, Energy and Paperworkers Union of Canada as appended to this agreement.~~

43.07 The department manager, foreman, supervisor or publisher (depending on department) shall be the judge of competency based on the work performed.

43.08 The department manager, foreman, supervisor or publisher (depending upon department) shall have the right to employ help and may discharge for:

- a) Incompetence;
- b) Neglect of duty;

c) Violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees. ~~or their rights under accepted Laws of the Communications, Energy and Paperworkers Union of Canada.~~

43.09 A discharged member shall have the right to challenge the fairness of any reason given for his/her discharge.

43.10 The foreman or supervisor shall not be disciplined by the Union for carrying out the written instructions of the Company authorized in this agreement.

~~43.11—Production department members shall not be required to work without a supervisor or foreman or his/her replacement.~~

~~43.12—Bowen Island and Hope are exempted from the provisions of Article 43.~~

43.13 An acting editor will be named for an editor who is absent from the workplace for more than two (2) days.

ARTICLE 47

~~GENERAL LAWS~~

~~47.01—The publisher agrees to respect and observe the General Laws of Communications, Energy and Paperworkers Union of Canada, Local 2000 in effect at the time of signing this agreement, which are not inconsistent with this agreement, providing the Company is provided with an up-to-date copy of the laws as published before April 1, 1994.~~

~~A copy of the laws is appended to this contract.~~

~~Agree to delete General laws.~~

ARTICLE 48

EDITORIAL EMPLOYEE INTEGRITY

Miscellaneous

48.12 Any advertising support copy published shall carry an overline reading "Advertising Feature" or "Sponsored Content"

ARTICLE 50

COMMISSION SALES REPS

50.07 Sales reps will be provided ~~access to~~ with the following information each month:

- Sales they have made, listed by week, paper and category;
- Commissions earned on those sales.

ARTICLE 51

DUES CHECK-OFF

Housekeeping changes CEP-Unifor.

ARTICLE 52

GENERAL WAGE PROVISIONS

52.06 Payments of salaries will be made **Bi-Weekly**. ~~on the 15th and last day of each month. If those days fall on the weekend, the payday shall be on the Friday prior to the weekend.~~

52.07 Mileage payments and car allowances will be paid in accordance with the existing practice at each site.

52.08 Commissions will be paid at the end of every ~~accounting~~ **pay** period. The Company will provide the Union with the applicable dates.

ARTICLE

53

WAGES

~~Bowen Island (for employees hired after July 20, 2003 — 80% of Key)~~

	April 1/12	April 1/13	April 1/14	April 1/15
Start	17.00	17.17	17.43	17.60
1-yr.	18.21	18.39	18.67	18.85
2-yr.	20.65	20.86	21.17	21.38
3-yr.	21.86	22.08	22.41	22.63
4-yr.	24.29	24.53	24.90	25.15

~~Bowen Island (for employees hired after July 20, 2003 — 80% of Key)~~

	April 1/12	April 1/13	April 1/14	April 1/15
Start	13.60	13.74	13.94	14.08
1-yr.	15.30	15.45	15.68	15.84
2-yr.	17.00	17.17	17.43	17.60

~~Senior Clerk (Richmond)~~

	April 1/12	April 1/13	April 1/14	April 1/15
Start	20.22	20.42	20.73	20.94
1-yr.	21.46	21.67	22.00	22.22

~~Bowen Island (for employees hired after July 20, 2003 — 80% of Key)~~

	April 1/12	April 1/13	April 1/14	April 1/15
Start	12.63	12.76	12.95	13.08
1 yr.	13.42	13.55	13.76	13.90
2 yr.	14.21	14.35	14.57	14.71
3 yr.	15.00	15.15	15.38	15.53
4 yr.	15.80	15.96	16.20	16.36

DRIVERS

	April 1/12	April 1/13	April 1/14	April 1/15
1 st 3 mos.	13.81	13.95	14.16	14.30
Next 9 mos.	14.54	14.69	14.91	15.05
After 1 yr.	15.28	15.43	15.66	15.82

COURIER (Richmond & Surrey)

	April 1/12	April 1/13	April 1/14	April 1/15
Start	15.27	15.42	15.65	15.81
After 6 mos.	16.96	17.13	17.39	17.56

ASSISTANT ADVERTISING MANAGER (Richmond)

	April 1/12	April 1/13	April 1/14	April 1/15
	25.48	25.73	26.12	26.38

BINDERY 1560 hours effective December 1, 2006

	April 1/12	April 1/13	April 1/14	April 1/15
1 st 3000 hrs	12.08	12.20	12.38	12.51
Next 1462.5 hrs	13.59	13.73	13.93	14.07
Next 1462.5 hrs	15.10	15.25	15.48	15.63
Next 1462.5 hrs	18.12	18.30	18.58	18.76

FLYBOYS (as a percentage of pressman's rate)

	April 1/12	April 1/13	April 1/14	April 1/15
Start 45%	15.55	15.71	15.94	16.10
After 1 yr 50%	17.28	17.45	17.71	17.89
After 2 yr 55%	19.00	19.20	19.48	19.68
After 3 yrs 60%	20.73	20.94	21.25	21.47
After 4 yrs 65%	22.46	22.69	23.03	23.26
After 5 yrs 70%	24.19	24.43	24.80	25.04

Exceptions

Westender — Escort ads will remain at 5%.

Bowen Island

OUTSIDE SALES — WEEKLY BASE SALARIES

	April 1/12	April 1/13	April 1/14	April 1/15
--	-----------------------	-----------------------	-----------------------	-----------------------

~~Burnaby (Opt A) 18.43 18.61 18.89 19.08~~

~~Richmond (Option A)*~~

~~2 yrs 702.59 709.62 720.26 727.46
3 yrs 753.50 761.04 772.45 780.18
4 yrs 806.33 814.39 826.61 834.88~~

~~Richmond (Option B)~~

~~Start 15.06 15.21 15.44 15.59
After 6 mo 16.07 16.23 16.47 16.64
After 1 yr 18.07 18.25 18.53 18.71
After 2 yr 20.08 20.28 20.59 20.79
Surrey 15.62 15.78 16.01 16.17~~

~~Westender (Option A)~~

~~18.43 18.61 18.89 19.08~~

~~Richmond reps who choose to remain on existing package will not advance from their current level on the grid.~~

OUTSIDE SALES COMMISSIONS

Sales into News Leader

~~5% On-Flyers
4% On First \$3,000 sold per week, based on monthly average
5% 3,001-\$5,000 sold per week, based on monthly average
7% \$5,001 and over sold per week, based on monthly average~~

MetroValley Sales

~~2.5% First \$1,000 sold per week, based on monthly average
3% \$1,001-\$3,000 sold per week, based on monthly average
4% \$3,001 and over sold per week, based on monthly average~~

BURNABY Option B (Straight Commission Program)

~~12.5% On net retail display sales
5% On net flyer sales
2.5% MetroValley sales~~

RICHMOND Option A

~~Sales reps hired before April 1, 1995 who chose to stay with existing compensation package~~

~~3% On first \$20,000 of sales each month
5% On sales over \$20,000 pr month
2.5% On all MetroValley sales
2% On all pre-prints~~

~~Commissions shall be calculated weekly and paid monthly.~~

RICHMOND Option B

Sales reps hired after April 1, 1995 or sales reps that choose this option during the last collective agreement.

- 3% On first \$4,000 of sales each week
- 5% On sales between \$4,000 and \$6,000 per week
- 8% On sales over \$6,000 each week
- 2.5% On all MetroValley Sales
- 2% On all preprints

Commissions shall be calculated weekly and paid monthly.

SURREY

- 4.5% On first \$7,000 per week
- 5.5% Over \$7,000
- 4.5% On all sales into Langley or Peace Arch
- 5% On all real estate
- 2.5% On MetroValley sales up to \$2,000 per week
- 3% On MetroValley sales over \$2,000 per week
- 7% On Inside Sales
- 10% On new Flyer sales, first time account runs
- 5% On subsequent flyer sales

WESTENDER Option A

- 5% On all flyers
- 4% On first \$5,500 based on monthly
- 7% Over \$5,500 based on monthly average
- 2.5% On all MetroValley Advertising revenue
- 2% On House Accounts serviced by reps

WESTENDER Option B (Straight Commission Program)

- 12.5% On net retail display sales
- 5% On net flyer sales
- 2.5% On MetroValley sales

BELOW IS FOR NEW COMMISSIONED STRUCTURE

CLASSIFIED COMMISSIONS

Outbound Sales

5% on all sales including local work ads except:

- 2.5% commission on all BCjobnetwork display sales.
- 2.5% commission on inter-divisional display sales
- 2.5% commission on B.C. Best Buys inter-divisional display sales.

Inbound Sales

3.5% on all classified ad sales **including local work ads**

5% commission on all display sales (ads booked into PBS Ad Management System) except:

- ~~2.5% commission on all BCjobnetwork display sales.~~
- 2.5% commission on inter-divisional display sales (PBS)
- 2.5% commission on B.C. Best Buys inter-divisional display sales.

Exceptions

Hope– no commissions paid, as per past practice.

OUTSIDE SALES **GRID** – WEEKLY BASE SALARIES

	Jan 1 -2017	Jan 1-2018	Jan 1-2019	Jan 1-2020
Chilliwack	\$19.40			
Hope	\$21.02			
Langley 1 st yr	\$15.12			
Langley Aft. 1 yr	\$15.96			
Langley Aft. 2 yr	\$16.79			
Mission	\$21.02			

CHILLIWACK

Base as per grid above

3% **On all net retail display revenue (excluding MetroValley) advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard, the Abbotsford News and the Agassiz Harrison Observer over \$5,000.00 in a 2 week period. ~~or over \$12,500 in a 5 week fiscal period.~~**

8% **On all net retail display revenue (excluding MetroValley) advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard the Abbotsford News and the Agassiz Harrison Observer over \$10,000 in a 2-week period. ~~or over \$25,000 in a 5 week fiscal period.~~**

5% Of all local real estate advertising revenue.

2.5% ~~Of all Metro Valley~~ **all other Black Press net retail display revenue. advertising revenue.**

2% On flyers.

- Sales commissions will not be paid on House Accounts.
- ~~Retail display refers to display advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard and the Abbotsford News.~~
- The above salary and commission structure shall serve as a minimum for the period of the collective agreement.

HOPE

Base as per grid above

5% **On all net retail display revenue (includes the Daytripper). ~~but excludes MetroValley advertising revenue~~ advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard the Abbotsford News, and the Agassiz Harrison Observer.**

2.5% ~~Of all net Metro Valley advertising revenue~~ **all other Black Press net retail advertising**

display revenue.

- 2% On flyers.
- Sales commissions will not be paid on House Accounts.
- ~~Retail display revenue refers to display advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard and the Abbotsford News.~~
- The above salary and commission structure shall serve as a minimum for the period of the collective agreement.
- During the period of the collective agreement, the Union reserves the right to enter into discussion of commissions on commercial printing.

LANGLEY

Base as per grid above

- 4% On weekly sales between \$0 and \$3,500 **advertising placed in The Langley Times.**
- 6% On weekly sales between \$3,501 and \$7,000 **advertising placed in The Langley Times.**
- 8% On weekly sales of more than \$7,001 **advertising placed in The Langley Times.**
- 10% On inside sales **advertising placed in The Langley Times.**
- 5% On flyers, coupons and Real Estate
- 2.5% On ~~MetroValley~~ **all other Black Press net retail display advertising revenue.**

MISSION

Base as per grid above

- 3.75% On all net retail display revenue **advertising placed in The Chilliwack Progress, the Mission City Record, the Hope Standard the Abbotsford News, and the Agassiz Harrison Observer includes the Visitor Guide. but excludes MetroValley advertising revenue)**
- 2.5% On all **other Black Press Sales. On all net MetroValley adverting revenue.**
- 2% On flyers.
- Sales commissions will not be paid on house accounts.
- ~~Retail Display revenue refers to display advertising placed in The Chilliwack Progress, The Mission City Record, The Hope Standard and The Abbotsford News.~~
- The above salary and commission structure shall serve as a minimum for the period of the collective agreement.

LETTER OF AGREEMENT NO. 3

FAST TRACK ARBITRATION

1. All grievances which may be processed pursuant to **Article 6**, Grievance Procedure, of the collective agreement, shall be suitable for resolution by the fast-track process except the following:
 - Dismissals

- Suspension of greater than one (1) week
 - Layoffs
 - Grievances involving technological change
 - Grievances which either party regard as requiring the resolution of a significant issue of policy under the collective agreement.
 - Grievances where either party will be adducing extrinsic evidence touching the central issues in dispute.
 - Grievances involving promotions or demotions where another employee may be displaced or laid off as a consequence of the arbitration.
2. By agreement, a grievance not falling into any of the above categories may be referred to the fast-track process; and either party may withdraw any grievance from the fast-track process and submit it to arbitration under the existing provisions of the collective agreement.
 3. The fast-track arbitrators shall be Donald R. Munroe, John Kinzie, Cathy Bruce or Joan Gordon, and Steven Kelleher or such substitute as may be agreed between the parties should the necessity arise.
 4. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 90 of the Labour Relations Code.
 5. Where mediation fails or is not appropriate a decision shall be rendered as contemplated herein.
 6. It is the intention that neither party shall appeal a decision of the fast-track arbitrator.
 7. The parties shall meet one month prior to each scheduled set of hearing dates to identify which grievances shall be referred to this process.
 8. Assuming sufficient outstanding grievances the parties shall endeavor to schedule 3 - 6 grievances to be heard on each hearing day.
 9. Upon a grievance being referred to this process, the persons assigned by the parties to have the carriage thereof shall have the authority to deal with the grievance in all respects including settlement.
 10. At the hearing, presentation and responses are to be short and concise.

Each party shall make an opening statement which shall indicate the facts and provisions of the collective agreement upon which reliance is placed.

Every effort shall be made before and during the hearing to arrive at agreed facts.

The parties will attempt to keep witnesses to a minimum, however, it is understood that witnesses shall be paid for the time necessary to give their evidence (i.e. for regular time lost from regularly scheduled work)

Where the arbitrator is unable to determine material fact as based upon the factors agreed to by the parties and reasonable inferences drawn from the written submissions, the matter will be referred to the regular grievance procedure.

There will be limited use of case authorities during argument.

11. Hearings are to be scheduled as follows (e.g., the last two (2) working days of each calendar quarter with the first set of hearing days to be _____ and _____).
12. The location of the hearings shall be such a location as may be agreed or the arbitrator directs.
13. The arbitrator costs shall be shared equally between the parties.
14. Both parties agree that legal counsel will not be used in the presentation of a fast-track arbitration.

At approximately one (1) month prior to expiration of the collective agreement, there will be a joint Company-C.E.P. Unifor Local 2000 review and appraisal of the fast-track system.

FAST-TRACK ARBITRATION AWARD

Pursuant to the appropriate labour legislation of British Columbia and in the matter of an arbitration between the Company and the C.E.P. Unifor Local 2000 on behalf of the grievor:

1. Grievor:
2. Address of Grievor:
3. Article(s) of the collective agreement allegedly violated:
4. Date of Hearing:
5. Place of Hearing:
6. Decision of the Arbitrator:

House keeping changes.

LOA #4 VANTAGE WAY PRESSROOM.

This Letter of Agreement replaces all previous LOA's in the Collective Agreement for the Presshall. All other conditions of employment are covered in the main body of the collective agreement.

1. **MANNING STAFFING-LEVELS**

1.01 During the life of this agreement there will be no less than a total of sixteen (16) regular situations in the Press Department, consisting of fourteen (14) regular journey-men/apprentice press situations and ~~six (6) regular fly~~ two (2) regular flypacker situations in the press hall.

1.02 Notwithstanding the above numbers of Press Department employees, both parties agree that Article 18 – Technological Change contained in the main agreement shall apply whenever circumstances may warrant.

1.03 At least two (2) people (one [1] of whom shall be a journeyman pressman and the other shall hold at least a second year apprentice status) shall be present when a press line is in make ready mode.

1.04 Press make-ready will include all functions up to and including the webbing of the press and inch mode operation.

1.05 There shall be a minimum of (3) people(two (2) of whom shall be a journeyman pressman and the other shall hold at least a second year apprentice status) and one flypacker per shift when printing.

1.06 Manning shall be:

- 1 Journeyman pressman for each 1.5 webs
- 1 Journeyman pressman for up to 4 splicers.
- 1 Flypacker.

Flypacker duties will include flying the press, general maintenance, shipping /receiving and general clean-up.

1.07 Substitutes and part-time Flypackers may be employed for a minimum of ½ (one half) of the scheduled shift hours as long as manning levels are maintained.

1.08 It is the call of the foreman whether or not a substitute is required whenever a regular situation holder calls in sick or is otherwise absent as long as manning requirements are met.

Manning above will not apply when employees are not available due to unscheduled absences that occur during the shift, however every effort must be made, at the foreman's discretion, to replace such employees.

1.09 There shall be a rotation system established for pressman working on the press and those hanging rolls and operating the splicers so all journeyman pressmen remain competent on all aspects of their duties, including shipping/receiving where all journeyman pressman will be certified to operate the forklift.

1.10 Foremen will be counted in the manning levels required on shift.

2. FOREMEN AND ASSIGNMENT OF WORK

2.01 The pressroom ~~and bindery~~ shall be under the authority and control of department foremen who shall be Union members, and in the absence of a foreman, an assistant foreman.

2.02 The foremen shall have charge of all work performed in the pressroom ~~and bindery~~ departments and all employees working therein.

2.03 The foremen shall assign all work and shall have the power to hire, or discharge for cause, a pressroom ~~or bindery~~ employee.

2.04 The foremen shall assign all work by priority, however, the foreman shall have the right to assign work out of priority if he/she deems such assignments are necessary to train or retrain employees.

2.05 Under no circumstances will the out of priority assignments reduce a member with greater priority from his/her shift or the board. In the event of any training the trainee will not be counted as part of the required manning.

3. SCHEDULING & HOURS OF WORK ~~MON-FRI~~

3.01 Day shift shall consist of four (4) shifts and thirty-eight (38) hours shall constitute a week's work, between the hours of 7.00am and 7.00 pm exclusive of one half hour lunch. Day rate of pay shall be paid as per article 53 wages.

3.02 Graveyard shift and shall consist of four (4) shifts and thirty-six (36) hours shall constitute a week's work, exclusive of one half hour lunch. Graveyard rate of pay shall be paid as per article 22.01 when the majority of the hours fall between twelve (12.00am) midnight and six (06.00) a.m.

3.03 Any shift other than a Day shift or Graveyard shift shall be deemed a Lobster shift and shall consist of four shifts and a total of thirty-six (36) hours exclusive of one half hour lunch. The Lobster rate of pay shall be paid as per article 22.01.

3.04 Notwithstanding Article 8 of this LOA, Presshall employees shall, at the call of the Foreman have the option of continuous running, without a lunch-break, and leave early. Coffee breaks are deemed to always have been taken.

3.05 New shifts or new starting times shall be posted no later than 12 noon on the Monday preceding the week of the new shift or starting time.

Claiming for said openings or changes to close at 2 p.m. on Thursday preceding the week of the new shifts or new starting time.

3.06 Every quarter (January, 1, April 1, July 1, and October 1) all shifts become open and shall be claimed by priority standing. Any claim for a change in shift must be made in writing at least one month prior to the opening.

3.07 Six (6) weeks postings will be put up on the board at the start and locked during the final two weeks.

As one (1) week comes off the list, a new week will go up, posted schedules will go up every Monday.

3.08 Postings will be filled in by employees based on priority standing but in a manner that ensures there will be the required number of first aid attendants on shift (one [1] per shift).

3.09 On completion of the schedule the foreman, in consultation with the shop steward, will ensure that all shifts have been adequately covered.

3.10 It is understood that members may mutually agree to switch shifts as long as the resulting schedule change does not affect other regulars or first aid coverage, and the Foreman and Shop Steward is notified no later than 12 noon on the Monday preceding the week of the shift.

~~Extras required for staffing (except for sickness and situations not under the control of the press centers) shall have twelve (12) hours notice prior to normal shift start time and remain for a minimum of six (6) hours ½ of the scheduled shift hours except when discharged for cause or excused at their own request.~~

In the Press department, substitutes may be employed for a minimum of six (6) hours as long as manning levels are maintained.

3.11 The Company will ensure that, whenever the press schedule permits, press crews will be able to take a lunch break at the same time.

3.12 Extra days off (beg offs, sick time, etc.) will be filled at the foreman's discretion unless the lost time is known in advance (i.e. the following week or beyond) in which case regular members can then use their priority standing to fill any vacancies the foreman identifies as needing to be filled.

3.13 No regular situation holder shall be required to have more than two (2) starting times during a financial week. The Company will make every reasonable effort to ensure that presshall employees have one starting time in a financial week.

4. APPRENTICES

4.01 Apprenticeships shall be chosen from the ~~flyboys~~ flypacker group and the decision on hiring shall be made by mutual agreement with the Company and the Apprentice Committee of the Pressroom.

4.02 Apprentices will have no priority over regular journeymen situation holders for the purpose of claiming shifts, vacation time off or in the event of a layoff.

4.03 In the event that there is a need to reduce the workforce, an apprentice who has previously worked as a ~~flyboy~~ flypacker will have the right to be reduced to a ~~flyboy~~ flypacker position in accordance with his original date of hire as a ~~flyboy~~ flypacker.

4.04 It is understood that effective the date of the signing of this letter of agreement, all apprentices are guaranteed employment for the duration of their apprenticeship, **other than necessitated by a decline in the volume of printed pages.**

4.05 Upon commencement of the apprenticeship, the apprentice will be placed at the bottom of the regular board.

4.06 Any journeymen becoming regulars shall be placed behind said apprentice.

4.07 The apprentice shall retain Company seniority for purposes of vacations entitlement and other service credits.

4.08 The parties further agree that the apprentice will not be laid off on completion of apprenticeship, other than as necessitated by a decline in the volume of printed pages.

5. PRESS OPERATIONS MANAGER

5.01 The Press Operations Manager shall not perform bargaining unit work except as may be permitted by the terms of this agreement.

5.02 The Press Operations Manager may perform bargaining unit work for demonstration purposes, to assist in the training or instruction of bargaining unit members, and work of an emergency nature.

5.03 In the unlikely event insufficient employees are available for work due to, for instance, a sudden freeway closure or natural disaster, Press Operations Manager may perform bargaining unit work due to the operations emergency. (Emergency work may also be defined as action required to protect life, limb, equipment or property.)

5.04 The Press Operations Manager may perform work related to the installation and shakedown of new or retrofitted equipment including work to evaluate such equipment during the warranty period.

5.05 Additionally the Press Operations Manager may also perform repair and maintenance on equipment which does not result in a reduction of the work force.

6. MISCELLANEOUS

6.01 There will be a chargehand (assistant foreman) for each given shift. The assistant will be paid an additional 10 per cent ~~above the normal hourly rate~~ in addition to the day scale.

~~Flyboys/roll tenders will alternate between jogging and roll tending over the course of a shift. The foremen/assistant foreman shall direct the rotation between job functions to ensure that the workload is distributed between the flyboys/roll tenders in a fair and safe manner.~~

6.02 Section 53 of the Act **Labour Relations Code** shall apply and at any time either party may request a meeting to review and adjust by mutual agreement the operating procedures.

During the life of this agreement, manning issues which cannot be resolved under Section 53 will be referred by the parties to binding arbitration.

~~6.01 — Spare board roll tenders shall receive pay raises based on hours worked, as per the bindery agreement. In the event of a training issue the spare board roll tender shall be the extra body.~~

7. SUBSTITUTES

The following practices will apply to the operation of the substitute board in the Black Press Group Ltd, **Pressroom at Vantage Way**, ~~in Abbotsford (excluding Abbotsford bindery).~~

7.01 The rules of operation of these substitute boards will operate in accordance with the rules set out below.

The parties also agree that the following rules of operation will apply, regardless of specific Union rules which are contrary. However, unless specifically altered by the following, Union rules will apply.

7.02 It is agreed that the Union will endeavour to supply members when requested to do so by the Company. A job posting copied to the Union does not constitute such a request.

7.03 All applicants seeking employment as substitutes will first contact the foreman who will advise the shop steward before arranging an employment interview.

7.04 When an applicant is hired, the member will have his or her slip placed on the board by the shop steward.

7.05 An employee who has been hired by the foreman will be on probation for a period of twenty (20) working shifts or three (3) months, whichever is longer.

7.06 All substitutes shall be called in by the foreman in consultation with the shop steward.

7.07 A regular who wishes to call in a substitute will make such request to the foreman.

7.08 The foreman shall, in consultation with the shop steward, ensure that there are sufficient competent regular employees to perform all necessary functions.

It is the call of the foreman whether or not a substitute is required whenever a regular situation holder calls in sick or is otherwise absent.

7.09 Employment other than regular situations shall be classed as extra work and shall be given out in priority to the members competent to perform the work.

7.10 Twenty-four (24) hours notice will be required prior to reducing a regular situation holder to the substitute board in situations where the employee has less than six (6) months continuous service as a regular situation holder.

In situations where the employee has worked a minimum of six (6) months continuous service as a regular situation holder, twenty-four (24) hours notice will be required prior to reducing a regular situation holder to the substitute board in the following week.

7.11 A substitute who has worked more than twenty (20) shifts shall receive an amount of money equal to the value of MSP and health and welfare benefits for each shift worked thereafter, until the member qualifies for benefits under the plan.

As of November 29, 2006 this value is agreed to equal 70¢ per hour in addition to one's regular pay in lieu of benefits, for each straight time shift worked.

In addition, when the rates change for benefits the Company will revise the rate paid in lieu proportionally.

7.12 Substitutes shall not be entitled to bump a regular for overtime.

7.13 In the event a substitute is available for work and is not hired and overtime is called at the end of the shift, the substitute shall receive a day's pay for each nine and one half (9 1/2) hours of overtime worked on a day shift or a day's pay for each nine (9) hours of overtime worked on a graveyard shift.

It is understood that overtime called due to circumstances which were unforeseen at the beginning of the shift shall not trigger this section.

7.14 All regular situation holders shall be entitled to receive relocation pay on a reduction to the substitute board.

It is understood by both parties that qualification for eligibility to receive relocation pay shall be a minimum of six (6) months' continuous service as a regular situation holder.

Relocation pay shall be paid in a lump sum equal to the amounts provided under the severance section of the collective agreement.

The situation holder reduced to the substitute board shall decide within twelve (12) months after being reduced whether to apply for relocation pay.

7.15 Relocation pay will be based on continuous service as a regular and substitute, including this twelve (12) month period, as long as the substitute remains available for the service of the Company.

7.16 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, if a member repays the unused portion of any relocation pay, he or she shall be entitled to apply for work as a new substitute or regular, as the circumstances may dictate.

8. PRESSBALL LUNCH PERIOD.

8.01 Notwithstanding Article 25, in the pressball, lunch period must not be less than three and one-half (3 ½) hours nor more than five and one-half (5 ½) hours from starting time, in any shift between eight and one-half (8 ½) hours and ten (10) hours of duration, except in case of emergency. Not less than thirty (30) minutes nor more than one hour shall be allowed for lunch.

8.02 If the employer enacts a twelve hour shift the employees shall receive a one-half hour (½) paid lunch which shall be included in the shift.

~~LETTER OF AGREEMENT No. 5~~

~~BINDERY STAFFING LEVELS~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 6~~

~~BINDERY TECHNOLOGICAL CHANGE~~

Delete entire LOA

~~LETTER OF AGREEMENT NO. 8~~

Delete entire LOA

~~LANGLEY PRODUCTION~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 9~~

~~BONNIE STEWART~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 10~~

~~RE: FORMER MULTI-SITE BOARDS~~

Delete entire LOA

~~LETTER OF AGREEMENT NO. 11~~

~~RE: RICHMOND AD CONTROL~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 12~~

~~RE: Splitting of Tri-Cities Creative Services Department Board~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 13~~

~~RE: SUSPENSION of ARTICLE 9.01~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 14~~

~~RE: Mario Bartel and Colleen Flanagan Transportation Allowance~~

Delete entire LOA

~~LETTER OF AGREEMENT No. 15~~

~~RE: Technician Rate - Richard Halas~~

Delete entire LOA

~~LETTER OF AGREEMENT~~

~~RE: FOREMAN SHIFT DIFFERENTIAL PREMIUM.~~

Gary Buller, Derek Warne, and Herb Douglas will be red circled at their current rates of pay (2017) hourly grid rate (\$35.78), plus a grandfathered combined foreman/shift premium of (\$11.45) until this total is surpassed by the total of the applicable hourly grid rate plus the foremen premium plus any earned shift premium in this and future collective agreements.

LETTER OF AGREEMENT

RE: CONSECUTIVE DAYS OFF.

Notwithstanding article 21.13, it is acknowledged that some employees would prefer to work a shift pattern that does not contain two consecutive days off.

If mutually agreed between the Company and Employee a letter of agreement will be drawn up and signed by the Union and the Employer permitting such an arrangement.

LETTER OF AGREEMENT

Insert Jennifer Hauck LOA into CA.

LETTER OF AGREEMENT

Insert Dan Ferguson LOA into CA.

LETTER OF AGREEMENT

RE: VACATION ENTITLEMENT

Employees currently earning or who qualifies to earn six weeks of annual vacation on or before the date of ratification shall continue to earn six weeks annual vacation entitlement (names to be added).

LETTER OF AGREEMENT

RE: FLOATER (BIRTHDAY STAT)

Employees hired before the date of ratification will receive an annual floater (birthday) holiday without loss of pay.

LETTER OF AGREEMENT

SELF ASSIGNED WORK.

The parties acknowledge that breaking news stories happen at all hours of the day, and recognize the employer's need in today's fast paced news environment to be on top of breaking local news.

It is also recognized that editorial staff monitor a number of social network sites looking for breaking stories. Further; it is recognized that the editor may not always be available to assign a reporter to cover these stories.

To this end, editorial employees may self-assign and upload breaking news stories to the company website as and when they happen, outside their regular shift schedule. The self – assignment of work shall be performed solely on a voluntary basis only and any hours worked shall be counted towards the maximum straight time hours of 75 hours in a two week pay period as per article 21.24.

However, this shall not trigger the additional 10 per cent premium for hours worked outside 7 a.m. to 7 p.m. in Article 22.01.

Every effort should be made to contact the Editor for pre-approval of time worked on self-assigned basis.

The editor has the right to review and manage the privilege of journalists self-assigning work.

ADDENDUM

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 8 and 9.

Gandy Hodson	Mary Kemmis
Paula Carlson	
Robin Clarke	Andy Holata
Carly Ferguson	Dwayne Weidendorf.

Memorandum of Agreement
Between
Unifor Local 2000
&
Black Press Group Ltd.
doing business as
The Lower Mainland Division
Dec 19th, 2017

Signatories to Agreement signed this day of Dec 20 2017

For the Union:


Jennifer Moreau: Vice President Local 2000.


Bonnie Pierotti: Bargaining Committee.


Louise Meger: Bargaining Committee.

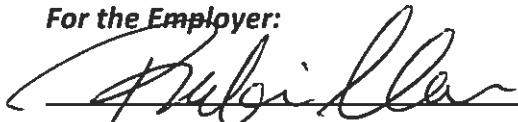

Paul Scanlan: Bargaining Committee.

Alex Browne: Bargaining Committee.

Janice Mac Donald: Bargaining Committee.


Peter McQuade: National Representative.

For the Employer:


Robin Clarke: Director Human Resources.


Dwayne Weidendorf: Group Publisher.


Andrew Holota: ^{V.P.} ~~Publisher~~ Editorial Director

