

**Collective Agreement**

**between**

**ALASKA HIGHWAY NEWS**

**and**

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

**Effective May 1, 2012 to April 30, 2016**

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THIS AGREEMENT made and entered into this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013

BY AND BETWEEN:

**ALASKA HIGHWAY NEWS**  
(Northern Newspapers Limited Partnership 809225543)  
(Party of the First part)

hereinafter referred to as the Employer,

AND

**COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION OF CANADA,  
LOCAL 2000**  
(Party of the Second Part)

hereinafter referred to as the Union.

#### **ARTICLE 1 – TERM OF AGREEMENT**

1.01 From and after May 1<sup>st</sup>, 2012 and for a full term of 48 months ending April 30<sup>th</sup>, 2016 this Agreement shall remain in full force and effect and thereafter until terminated in accordance with the Labour Laws of British Columbia.

#### **ARTICLE 2 – PROPOSALS FOR A NEW AGREEMENT**

2.01 If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the Labour laws of the Province of British Columbia. The operation of Section 50(2) & (3) of the Labour Code of British Columbia Act is hereby excluded.

2.02 If no agreement is reached prior to the expiration of this agreement, this agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Employer legally locks out the employees.

#### **ARTICLE 3 – INTERPRETATION AND GRIEVANCE PROCEDURE**

3.01 Within thirty (30) days of the signing date of this Agreement the Employer and the Union shall each appoint two members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this committee from any cause the party not fully represented shall immediately appoint a new member to fill such vacancy.

3.02 As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this agreement or any dispute as to the construction or interpretation of any section or portion of this agreement takes place, representations shall first be made to the Pressroom Foreman or Chapel Chairman within five (5) days from the time the dispute comes to the attention of the party affected.

3.03 Should the Pressroom Foreman and the Chapel Chairman be unable to adjust the difference within forty-eight (48) hours either party may forthwith refer the matter to the Joint Standing Committee. The conditions prevailing prior to any action or circumstances which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

3.04 The members of the Committee shall be notified in writing by the Executive Officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.

3.05 If the Joint Standing Committee reaches a decision on an issue, it shall be binding on both parties for the duration of this collective agreement.

3.06 If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an arbiter then the Minister of Labour of the Province of British Columbia shall select the arbiter.

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

3.08 Within thirty (30) days of completion of the hearing the Arbiter shall render his decision.

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

3.10 In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Arbiter, who shall determine the amount of compensation, if any, for time lost and such compensation shall be paid to him on his next regular payday.

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

#### **ARTICLE 4 – UNION SECURITY**

4.01 It is agreed that none but members of the Union in good standing shall be employed to perform work outlined under the British Columbia Certification granted to the Union. All new employees hired after the effective date of this Agreement, shall within thirty (30) days from the date of such hiring, make applications to and become members of the Union and shall maintain such membership in good standing throughout the life of this Agreement.

4.02 The probation period for all new employees shall be ninety (90) calendar days from date of employment.

#### **ARTICLE 5 – TECHNOLOGICAL CHANGE**

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

5.02 The Company guarantees to the Union that no present regular full-time or regular part-time employees as of May 1<sup>st</sup> will lose employment by the introduction of technological change. It is agreed the number of guaranteed employees is four (4) regular full-time.

5.03 The Company will give the Union three (3) months notice of any contemplated technological change and will meet with the Union 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.

5.04 Notwithstanding the above in the event the bargaining unit is reduced below the specified number due to technological change, the Employer will pay a lump sum equal to one (1) week for every year of continuous employment to a maximum of sixteen (16) weeks.

#### **ARTICLE 6 – STRUCK WORK**

6.01 The Union reserves to its members the right to refuse to execute any work which has been declared by the Union to be unfair. The Union further reserves to its members the right, as a matter of conscience, to refuse to cross a legal picket line.

#### **ARTICLE 7 – APPRENTICES**

7.01 A Joint Apprenticeship Committee composed of an equal number of Journeymen representatives of the Union and representatives of the Employer shall be selected by the parties to this Agreement and shall meet not less than once every four (4) months with each apprentice. All provisions of this Agreement affecting training of apprentices shall be under the jurisdiction of the Committee, which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all such conditions outlined herein.

7.02 An essential element of this apprentice-training program is to ensure that the apprentice has the opportunity to learn all phases of the program with flexibility as to time spent in each phase and order of training. The time spent on each phase and order of training will be governed by:

(I) Production needs of the plant

(II) Learning capacity (time required) of each individual apprentice

7.03 Applicants for apprentice positions shall serve a sixty (60) day probationary period and shall become members of the Union, and complete the educational requirements as outlined in the Constitution and Laws of the Communications, Energy and Paperworkers Union of Canada before becoming Journeymen.

7.04 When an apprentice has finished his time he may, at his discretion, continue to be employed as an apprentice at the end rate for a period of up to three (3) months.

7.05 Flyboy duties shall consist of flying the press, washing blankets and pipe rollers, greasing, stripping of rolls, handing rolls and stock and general cleanup around the presses or other general duties that maybe assigned by the pressman in charge. It is understood that under general duties as assigned does not mean that the flyboy can be assigned duties that are Journeyman or apprentice duties.

#### **ARTICLE 8 – FOREMAN**

8.01 The General Foreman shall be the judge of a person's competency on the basis of work performed. He shall employ, supervise and control all employees in the plant and discharge for cause that he deems sufficient. Upon request of the Union, the Foreman shall immediately give the reason for discharge in writing. This clause does not limit the Company to dismiss for just cause.

8.02 A discharged employee shall have the right to challenge through the grievance procedure the fairness of any Company rule or ruling which is applied to bring about his discharge.

8.03 The employer agrees to consider members of the Chapel for the position of Foreman, if open.

8.04 Subject to mutual agreement to the contrary, the Foreman shall be a member of the Union.

#### **ARTICLE 9 – PRIORITY AND LAYOFF**

9.01 Priority members shall have the choice of new shifts, new starting times, days off and vacations, provided no changes shall be made which measurably decrease the efficiency of the office.

9.02 The employer shall give the Union two weeks notice of intention to reduce the regular staff. When a regular employee intends to leave the employ of the Employer he shall give two weeks notice.

9.03 In the event of a reduction in the size of the number of bargaining unit employees covered by this agreement, those with the least continuous service with the employer shall be the first to be laid off.

9.04 In the event of a subsequent increase in the size of the staff, the person or persons shall be re-employed in the reverse order.

9.05 The employer shall give the Chapel Chairman forty-eight (48) hours notice of intention to change an employee's regular day off.

9.06 No employee, other than casual employees, shall be employed for less than a full shift except when discharged for cause or excused at his own request and where a Statutory Holiday necessitates working on the previous Saturday.

#### **ARTICLE 10 – HOURS OF WORK**

10.01 Seven and one-half (7.5) hours between 6:00 a.m. and 6:00 p.m. shall constitute a day's work. Five shifts Monday to Friday, inclusive, shall constitute a week's work.

10.02 Seven and one-half (7.5) hours between 6:00 p.m. and 6:00 a.m. shall constitute a night's work. Five shifts, Monday to Friday, inclusive, shall constitute a week's work.

10.03 Any shift not beginning and ending between 6:00 a.m. and 6:00 p.m. shall be paid for at the night rate.

10.04 Employees who are called back to work after the conclusion of a shift shall receive one (1) hours pay at straight time rates in addition to the overtime rates for work performed.

10.05 Regular full time employees shall receive one week's notice for any shift change. Once a shift is changed no further shift changes for two (2) weeks.

10.06 Employees shall be entitled to take two (2) ten (10) minute paid coffee breaks during each 7.5 hour shift on a rotating basis.

#### **ARTICLE 11 – OVERTIME**

11.01 All work done in excess of the regular working hours shall be considered overtime and paid for at two (2) times the regular rate.

11.02 All work performed on a Saturday shall be at overtime rates.

11.03 All work performed on Sunday and Statutory Holidays to be paid for at three (3) times the regular hourly rate and a full shift must be worked.

11.04 At the employee's option overtime may be paid at the applicable overtime rate; banked in the banked days program or split with the employee paid at straight time for the overtime and the balance being banked.

Administrative procedures for Banked Hours:

1. Time to be taken off at a mutually agreed time, employer shall not unfairly deny an employee wishing to exercise this option.

2. Minimum amount of banking at any one time shall be one (1) hour.

3. Unused banked time to be paid out in full upon written application of the employee, however no later than the end of each contract year.

11.05 When overtime is worked in excess of two (2) hours a thirty (30) minute unpaid lunch period shall be provided.

#### **ARTICLE 12 – LUNCH**

12.01 A lunch period of one hour shall be provided not less than three (3) hours and not more than four (4) hours after starting time. A lunch period of one-half hour may be instituted during the summer hours on a trial basis for the duration of this agreement.

#### **ARTICLE 13 – WAGES**

13.01 Journeymen shall receive not less than the following rates of wages:

May 1, 2012	-	\$27.98
May 1, 2013	-	\$28.26
May 1, 2014	-	\$28.69
May 1, 2015	-	\$29.12

13.02 All employees covered by the Union certification shall become and continue to be participants in the direct deposit plan.

13.03 Night work shall be paid for at 115% of the day shift rate.

13.04 Regular part-time workers to receive not less than 60% of the Journeyman rate of pay.

13.05 Apprentices shall receive not less than the following rates of wages:

For the first 60 days of the 90 day probationary period 50% of the Journeyman scale and thereafter the following percentage based on the Journeyman scale for day and night work:

First six months – 60%; second six months – 65%; third six months – 70%; fourth six months – 75%; fifth six months – 80%; sixth six months – 85%; seventh six months – 90% and the eighth six months – 95%.

13.06 Part-time employees shall receive not less than four (4) hours per shift.

13.07 Payment of wages, whenever possible, shall be made prior to the lunch break on a bi-weekly basis.

#### **ARTICLE 14 – VACATIONS**

14.01 All members and apprentices covered by this Agreement having one (1) years service shall be allowed fifteen (15) days vacation with pay per year.

14.02 Employees shall be granted one (1) additional day of vacation for each year of service over one year to a maximum of six (6) weeks vacation.

14.03 It is agreed that an employee shall not be allowed to forego vacation in any year for the purpose of adding to the length of his vacation in any succeeding year. It is agreed that all vacation holidays must be taken during the calendar year, January-December.

14.04 Vacation pay will not be allowed for vacations not taken. Vacation pay shall be based on the percentage outlined in (14.07) below.

14.05 It is agreed that the Employer shall not be obligated to fill the positions of employees on vacation, but may do so at his own discretion and therefore regular employees on vacation shall not employ subs to fill their positions except a Foreman must be appointed or assigned and paid Foreman's scale.

14.06 If, at the request of the management, an employee is required to take his vacation at a time other than that which he has chosen, as permitted by his priority standing in the shop, he shall be allowed one (1) week extra with pay. Holiday list to be finalized by May 1<sup>st</sup> of each year.

14.07 Vacation pay shall be based on two percent (2%) of total wages earned for each week or major fraction thereof of vacation (. e.g., 19 days of vacation – 8%). Total wages shall include regular wages, overtime, bonuses and premiums paid to the employee. Vacation pay scale shall be in no case less than the straight-time rate including bonuses or premiums, if any, currently paid to the employee. Period for the calculation of vacation pay to be based on the previous calendar year and the T4 slips from that year. An employee leaving the service of the employer shall receive pay for any unused vacation credits based on the above percentages or the current straight-time rate, whichever is the greater amount.

14.08 The full calendar year shall be made available for vacation selection; however, every member must have the opportunity to take at least two (2) weeks vacation during the months of June, July and August. Preference must be given to members in order of priority standing.

14.09 The vacation selection schedule shall be posted prior to April 1<sup>st</sup> of each year. The Company shall arrange the scheduling of vacations after consultation with the Chapel Chairman.

14.10 Computation of vacation credits shall commence on the date of employment. Each employee shall receive his or her full-earned vacation in the calendar year that the anniversary date is reached.

14.11 Vacation pay for regular part-time workers shall be computed on the basis of the number of total hours worked within the previous year prior to their vacations.

14.12 Provided a member qualifies for Weekly Indemnity Benefits, vacations may be cancelled at the members' option if the member becomes ill or injured during their vacation period. Such vacations shall be rescheduled by mutual agreement not subject to priority claim.

#### **ARTICLE 15 – STATUTORY HOLIDAYS**

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

Armistice Day	Victoria Day	Christmas Day
Dominion Day	Boxing Day	Labour Day
New Year's Day	Thanksgiving Day	Good Friday
B.C. Day	Family Day	

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

15.02 All regular employees shall receive the above-named holidays.

15.03 When a holiday is observed by the Company, the shifts prior to the holiday shall be an off shift where such shifts start after 1:00 p.m.

15.04 If no additional holiday is proclaimed as outlined in above (15.01), one additional day's pay shall be paid to each employee on the payday immediately prior to Christmas,

15.05 Part-time and casual employees who have been employed for thirty (30) days or more shall receive statutory holiday pay on the following basis:

(i) An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the 30-day period (excluding overtime) by the number of days worked.

(ii) An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30-day period (excluding overtime) by 15.

15.06 Statutory holidays that fall on a Saturday or Sunday shall be celebrated on the preceding Friday or Monday as decided by the Company.

#### **ARTICLE 16 – SICK LEAVE**

16.01 Effective January 1<sup>st</sup> of each year all employees covered by this collective agreement shall be entitled to twelve (12) days sick leave with pay.

16.02 Employees shall be entitled to credit for unused sick days on the following basis:

(i) any portion of first six days unused at year at year-end shall be accumulative up to a maximum of 30 days to be used as described in (16.03) below

(ii) any unused portion over six days at year end shall be paid to the employee at year end or upon termination, (i.e., employee is off for eight days sick leave, he would receive no accumulative benefit but would receive four days paid at year end.)

16.03 Accumulated Sick Leave from (16.02) above may be used (at the employee option) to make up the difference between the weekly indemnity benefits received from the Printing Industry Health and Welfare Plan and the employees normal take home pay.

16.04 An authorized Union Sick Committee shall be responsible to management and employees for validity of sick claims.

16.05 All members of the Union shall be covered under the Printing Industry Welfare Plan. The plan currently pays weekly indemnity benefits of 60% of gross wages up to a maximum of \$448.00 per week; life insurance of \$30,000 plus Long Term Disability plan. Effective July 1, 1999 Extended Health Benefit increases for out of Province coverage to \$1,000,000. The employer shall pay 100% of the cost of the said plan.

16.06 All members of the Union shall be covered under the Printing Industry Dental Plan and Vision Care Plan. The employer shall pay 100% of the cost of said plan. Vision Care to a maximum of \$290.00 every two years, plus eye exams, (no maximum). Also to be used towards laser surgery.

16.07 All regular part-time employees covered by this collective agreement shall receive 6% per month in lieu of

benefits. If an employee covered by this collective agreement works an average of 20 hours per week for four (4) consecutive months they qualify for full benefits.

#### **ARTICLE 17 – ACCIDENT PAY**

17.01 In case of a compensable accident the Company will pay the difference between the employee's wages and Workers' Compensation Board rates until such time as the employee returns to work or is placed on a W.C.B. disability pension.

#### **ARTICLE 18 – BEREAVEMENT LEAVE**

18.01 The employer agrees to grant five (5) days off without loss of pay to an employee in the event of the death of any one of his immediate family- spouse, father, mother, son or daughter, brother, sister, step-mother, step-father, step-brother or step-sister. For purposes of this section spouse includes common-law spouse or same sex spouse.

18.02 The employer further agrees to grant three days off without loss of pay to any employee in the event of the death of his mother-in-law or father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren, step-grandparents or step-grandchildren, with such leave being used for the purpose of arranging and attending the funeral only.

18.03 One (1) extra day bereavement leave shall be allowed for the purpose of attending a funeral as outlined in (18.01) and (18.02) above outside a 100 mile radius of Fort St. John.

18.04 Regular part-time workers will be allowed bereavement leave with pay on a pro-rated basis.

#### **ARTICLE 19 – JURY DUTY**

19.01 When an employee is called for service as a juror or is subpoenaed as a Crown Witness, he shall be paid the difference between the wages he receives and the amount of earnings lost by reason of such service, up to one week. If it is possible for the employee to return to work for at least half a day he must do so.

#### **ARTICLE 20 – SEVERANCE PAY**

20.01 In the event of merger, consolidation or suspension of the employer's operation all regular employees of Local 25 affected shall be given one (1) week's severance pay for every one (1) years employment up to a maximum of sixteen (16) years.

20.02 If an employee dies, the employer shall pay to his beneficiary, or his estate if no beneficiary has been designated, an amount equal to the amount of severance pay to which the employee would have been entitled upon termination of employment.

#### **ARTICLE 21 – PENSION PLAN**

21.01 The Company will contribute \$9.10 effective Dec. 4, 2008, \$9.35 effective May 1, 2009, \$9.60 effective May 1, 2010 and \$9.85 effective May 1, 2011 for each regular shift worked, including paid vacations, paid statutory holidays, paid bereavement leave and paid jury duty or any other straight-time shift for which an employee receives compensation, on behalf of each employee covered by the Agreement into the Canadian Multi Employer Retirement Fund for the Graphic Arts Media (hereinafter called the "Plan").

21.02 Contributions will be remitted monthly to the Administrator, together with the appropriated Contribution Report forms to arrive in its office not later than the 15<sup>th</sup> day of the month following which the contributions are due.

**ARTICLE 22 – DUES CHECK-OFF**

22.01 The Employer shall deduct membership dues weekly from the earnings of each member of the Union working for the Employer and shall remit-said funds to the Union before the 15<sup>th</sup> day of the month following. Membership dues shall be deducted from member’s earnings in accordance with the schedule furnished the Employer by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization form for deduction by the Employer in the following form:

**Check-off Card**

I, \_\_\_\_\_ being an employee of Alaska Highway News and a member of the Communications, Energy and Paperworkers Union of Canada, Local 2000, hereby authorize and direct the Alaska Highway News to deduct from my wages and pay to the above named Union on or before the fifteenth day of each month the amount of 2% of my gross earnings, excluding any amounts earned as sick pay or Workers’ Compensation.

Signed: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

**ARTICLE 23 – MATERNITY LEAVE**

23.01 Maternity leave, to a maximum of 52 weeks, will be granted upon request and in conformity with the time periods specified in the Unemployment Insurance Act (Canada). However no employee shall be required to take leave of absence nor shall an employee’s job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Company been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating and other length of service benefits.

24.02 Failure to return at the end of maternity leave shall be deemed a voluntary resignation. The employee shall give two (2) weeks’ notice if possible prior to returning. Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of service pay, vacations and other benefits under this Agreement.

23.02 Upon presentation of medical certificate a maximum of twenty-six (26) weeks’ leave of absence shall be granted.

23.03 The company shall pay 100% of the cost of all Health and Welfare premiums, under the terms of the Collective Agreement for all employees on maternity leave.

23.04 Two days maternity leave with pay shall be granted upon the legal adoption of a child.

**ARTICLE 24 – VDT RADIATION TESTING**

24.01 The company agrees to have all Video Display Terminals tested periodically for radiation levels, provided however such testing equipment is reasonably available. The Union reserves the right to secure the services of VDT radiation testing experts at its own expense to determine whether or not radiation leakage, if any, exceed acceptable levels. If the radiation levels are proven to be at a dangerous level the employer agrees to take appropriate remedial action. Furthermore, the Company agrees that every pregnant woman

will have the option to being transferred to work which does not require the use of a VDT during her pregnancy at no loss of pay and with no other penalty.

24.02 The employee shall have a change of work of at least 15 minutes after one hour of continuous work on equipment such as, without limitation, Video Display Terminals or Cathode-ray tubes or at the option of the employee, the employee shall have change of work of at least 30 minutes after two hours of continuous work on VDT, CRT or similar equipment. No such change of work shall lengthen the employee’s workday. No employee shall be required to operate such equipment continuously for longer than two (2) hours.

**ARTICLE 25 – MISCELLANEOUS**

25.01 No Union representative shall be subject to any disciplinary action by the employer or his representatives for any act in the performance of their duties as Union representatives. Union business shall be conducted outside of working hours.

25.02 The Management and Foreman shall give a written warning to the offending party, the Chapel Chairman and the Union on any matter pertaining to incompetence or dismissal of any employee and must show just cause for that action.

25.03 There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done in the shop. The Union reserves the right to secure the services of sanitary and ventilation experts, at its’ own expense, whose report shall be submitted to the Municipal Health Officer for verification whose report shall be final and carried out immediately.

**ARTICLE 26 – PATERNITY LEAVE**

26.01 Two (2) days paternity leave with pay shall be granted upon the birth of a child or upon the legal adoption of a child.

**APPENDIX “A”**

It is agreed that the members of the bargaining unit comprised of Editorial and Business staff, who are members of the Union, shall be covered by the collective agreement currently in force between the Communications, Energy and Paperworkers Union of Canada, Local 2000 and the Alaska Highway Publications Limited except for the following:

**ARTICLE “A” 27 – UNION SECURITY**

27.01 The Employer agrees to employ none but members of the Union in good standing to perform all work within the jurisdiction of the Union. New employees and any other employees employed after the affective date of this Agreement, within the bargaining units defined herein, shall be required to become members of the Union as a condition of employment thirty (30) days following the beginning of such employment for Business Office employees and sixty (60) days for Editorial employees.

27.02 The Company and the Union agree that the Managing Editor shall not be a member of the bargaining unit.

**ARTICLE “A” 28 – TECHNOLOGICAL CHANGE**

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

28.02 The Company guarantees to the Union that no present regular full time or regular part-time employees as of May 1, 2006 will lose employment by the introduction of technological change. It is agreed that the number of guaranteed employees is four (4) in the Editorial Department and three (3) full time in the Business Office.

28.03 The Company will give the Union three (3) month’s 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.

28.04 Not withstanding the above in the event the bargaining unit is reduced below the specified number due to technological change, the Employer will pay a lump sum equal to one (1) week for every year of continuous employment to a maximum of sixteen (16) weeks.

**ARTICLE “A” 29 – HOURS OF WORK – BUSINESS OFFICE**

29.01 Seven and one-half (7.5) hours between 6:00 a.m. and 6:00 p.m. shall constitute a day’s work. Five shifts, Monday to Friday inclusive, shall constitute a week’s work.

29.02 Seven and one-half hours (7.5) between 6:00 p.m. and 6:00 a.m. shall constitute a night’s work. Five shifts, Monday to Friday inclusive, shall constitute a week’s work.

29.03 Any shift not beginning and ending between 6:00 a.m. and 6:00 p.m. shall be paid for at the night rate.

29.04 Employees who are called back to work after the conclusion of a shift shall receive one hour’s pay at straight time rates in addition to the overtime rates for worked performed.

**ARTICLE “A” 30 – HOURS OF WORK – EDITORIAL STAFF**

30.01 Thirty-seven and one-half (37.5) hours, Monday to Friday inclusive, shall constitute a week’s work.

30.02 Company agrees that they will not schedule weekend work if it is within their power to do so, but when required will give as much prior notice as possible.

**ARTICLE “A” 31 – WAGES**

	Editorial Staff: Reporters			
	May 1/12	May 1/13	May 1/14	May 1/15
0-12 Months	17.20	17.38	17.64	17.91
13-24 Months	19.22	19.42	19.72	20.02
25-36 Months	21.06	21.27	21.59	21.92
36 and over	23.28	23.52	23.88	24.24

31.02 Ass’t/Sports Editor shall receive 10% over and above the top Editorial rate.

31.03 Business Office Staff: Clerks				
0-12 Months	14.88	15.03	15.26	15.49
13-24 Months	16.96	17.13	17.39	17.65
25 and over	18.54	18.73	19.01	19.30

31.04 Chief Clerk shall receive 10% over and above the top Clerk rate.

31.05 Night rate shall be paid for at 115% of the day shift rate.

**ARTICLE “A” 32– MISCELLANEOUS**

32.01 Editorial Employees will be compensated \$225.00 per month for the use or their car. Upon prior approval of the company, Editorial members travelling beyond 50 kilometres of Fort St. John shall be reimbursed as per 32.03.

32.02 Employees in the circulation department required to use their vehicles for company business shall receive the difference in cost between private and business insurance purposes providing vehicle is available during regular business hours.

32.03 Employees required to use their vehicles for company business shall be reimbursed \$.305 per kilometre at a fuel price between \$.90.00 to \$94.99 per litre with an increase of one-half (1/2) cent for every five (5) cents increase in the price of fuel.

32.04 Provided that an estimate of expenses is first approved by the Company, an employee while out of town on Company business shall have all necessary expenses paid by the Employer. A maximum of \$50.00 per day shall be allowed for meals.

32.05 The Company agrees to pay repair and/or maintenance reimbursement up to \$200 during the term of the agreement to employees required to furnish appropriate camera equipment provided repair and/or maintenance is job-related and with the presentation of proper receipts.

32.06 The following Articles do not apply to Appendix “A”:  
Article 7 - Apprentices  
Article 8 - Foreman

32.07 Letter of Agreement regarding Saturday Work does not apply to the Editorial staff.



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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

**LETTER OF AGREEMENT #1**

**Re: Saturday Edition**

It is agreed that should there be a Saturday edition published at the Alaska Highway News that Article 11 "Overtime" shall be opened for negotiations with respect to the overtime rates.

**LETTER OF AGREEMENT #3**

**Re: Attrition**

1. The employer agrees that during the life of this collective agreement there will be no reduction by attrition of the present number of full time employees. It is agreed that for the purpose of this letter of agreement the number of full time employees is: four (4) composing, four (4) editorial and three (3) office.

2. This letter of agreement does not affect the following:

(a) The employers right to place bargaining unit members on layoff due to economic conditions or through consolidation or suspension of the company's operation or reduction of the company's operation.

(b) The employer's or employee's rights, other than stated herein, under the current collective agreement.

3. The intent of this letter and provisos stated herein is to require the employer to fill vacancies that have been created by attrition that is: through the voluntary resignation, retirement, death or just cause dismissal of a bargaining unit employee.

4. It is recognized that the number referred to in Section 1 above, is not static and that the number will be subject to review and revision if necessary in each renewal of the collective agreement based upon the facts existing at the time.

5. The employer agrees that an employee placed on layoff as contemplated in Section 2 (a) above will be entitled to the severance pay clause of this collective agreement, for layoff purposes only, under this provision, it will be deemed permanent and payable on the day the employee ceases working unless the employee, at his or her option, chooses to retain the right to recall for up to 20 weeks. The employee can ask for his/her final payout at any time during that 20 week period. If no request is made for a payout, the severance shall be paid in the first pay period following the expiration of the 20 weeks. Once an employee receives his/her payout, s/he has no right to recall

6. The employee who receives severance pay pursuant to this letter of agreement, that is:

(a) If the layoff due to economic conditions becomes permanent and reduces the force or

(b) Through consolidation or suspension of the Company's operation or

(c) Reduction of the Company's operation

ceases to be an employee for all purposes and has no further rights under the collective agreement.

**LETTER OF AGREEMENT #4**

**Re: Consolidation**

The Company agrees that no consolidation of the composing room operation at the Alaska Highway News and the Dawson Creek Daily News will be undertaken during the life of this agreement.

**LETTER OF AGREEMENT #5**

**Re: Shifting of work**

The company agrees that no shifting of work traditionally performed in higher paid classifications at the Alaska Highway News will be shifted to lower paid employees, except in extraordinary circumstances, during the life of this collective agreement.

**LETTER OF AGREEMENT #6**

**Re: Part-Time Apprentices**

The parties agree to negotiate part-time apprenticeships in pre-press/composing departments on a site by site basis during the life of these collective agreements based on the following general principles.

The apprenticeship language in each collective agreement will be followed except that:

- Part-time apprentices will advance on a the apprenticeship program based on hours worked, not date of hire, with 975 hours considered six months.

- Only one part-time apprentice will be hired at each site at any one time.

- If a full-time apprenticeship position becomes available, the part-time apprentice will have the first right of refusal to that position.

- No current employee (full-time, part-time or casual) shall lose work due to the hiring of a part-time apprentice.

- Any employee currently working less than the journeyperson's rate will be classified as the apprentice for that site and an apprenticeship committee including management will be established to determine where these individuals slot on the apprenticeship grid.

It is clearly understood that, at the end of the apprenticeship, the trainee will be paid the full journeyperson's rate.

## **APPENDIX B**

### **Personal Harassment**

#### **I. Policy Statement**

The Alaska Highway News and the union 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, establish a mechanism for dealing with complaints.

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

Union 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 9 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 8, Section IV herein and any other other written reports or findings after Step 8.

#### **II. Definition**

Personal harassment is any behavior 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. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favoritism of one employee to the disadvantage of another.

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 hereby agrees that the above-mentioned behavior 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**

##### **COMPLAINT OFFICER(S):**

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.

##### **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. 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.

3. 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.

4. The investigation will be commenced within three (3) work days and the complainant's identity will normally be made known to the alleged harasser.

5. 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.

6. 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.

7. The Complaint Officer(s) will attempt to achieve resolution of the complaint at this point.

8. If the matter remains unresolved the Complaint Officer(s) shall submit a written report to the Vice-President, Personnel, (or President of the Company when applicable) outlining the facts, issues and recommended resolution. The Vice-President, Personnel, (or President of the Company when applicable) 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 (or President of the Company when applicable). 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.

2. The President 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 8 and 9.

COMPANY:	UNION:
Peter Kvarnstrom	Jim Zacharias
Sandra Baron	

## **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. Grant McArthur
2. Irene Holdon
3. Kate Young

## **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 counselling

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.