

COLLECTIVE AGREEMENT
Delivery Drivers

between

THE
DAILY COURIER

a division of the Okanagan Valley Newspaper Group,
wholly owned by Continental Newspapers (Canada) Ltd.

and

COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION OF
CANADA, LOCAL 2000

Effective June 6, 2012 to June 5, 2016



Table of Contents

Article Heading	Article No.
Assignment of this contract	9.19
Bulletin Board	8
Bumping	9.03
Bylaws	Appendix B
Cargo Insurance	9.15
Change in start time	9.04
Clear directions	9.20
Clock	9.02
Conditions and Rates	9
Daily Manifest	9.01
Delivery of papers	9.05 (a)
Directions given by	9.16
Dues	2
Employees	3, 9.09
Expenses	9.10
Fifty Percent rule	9.-5 (b), Appendix B
Grievance Procedure	5
Income Tax	9.11
Insurance	9.12, 9.15
Jurisdiction	3
Leaves of Absence	10.01
Licensing	9.14
Loading dock	9.04
Manifest	9.01
Mileage	9.04
New Hires	2
Paydays	9.08
Pension	9.11
Picket lines	6
Pick up of papers	9.02
Posting	9.03
Representation	4
Route amalgamation	9.03
Route calculation	9.07
Route Posting	9.03
Sanitary conditions	7
Save harmless	9.13
Seniority	9.03
Signing bonus	LOA #2
Statutory holidays	9.21
Struck work	6
Substitutes	9.05 (a), LOA #1
Term	1
Termination	9.05 (c), 917, 9.18
Unemployment Insurance	9.11
Union representation	4
Union Security	2
Vehicle suitable	9.03
Wages	9.06, Appendix A
Waiting time	9.04
WCB	9.11

COLLECTIVE AGREEMENT**BETWEEN****THE DAILY COURIER****AND**

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

ARTICLE 1—TERM OF AGREEMENT

1.01 This Collective Agreement is made and entered into between the Daily Courier, a division of the Okanagan Valley Newspaper Group, wholly owned by Continental Newspapers (Canada) Ltd. (hereinafter called the Company) through its authorized representatives and the Communications, Energy and Paperworkers Union of Canada, Local 2000 (hereinafter called the Union), by its officers or a committee duly authorized to act on its behalf.

1.02 This Agreement shall remain in full force and effect for a term beginning June 6, 2012 and ending June 5, 2016.

1.03 Either party to this Agreement may, at any time within four months immediately preceding expiry of the Agreement, by written notice, require the other party to commence collective bargaining.

ARTICLE 2—UNION SECURITY

2.01 The Company agrees that Dependent Contractor Delivery Drivers (hereinafter referred to as Drivers) at the Daily Courier have a right to join the Union and to participate in its lawful activities.

2.02 The Company agrees to deduct Union dues, fees, and assessments from the earnings of the Driver, who authorizes it to do so in writing by completing and signing a dues authorization in the form provided for in Schedule "A" attached hereto and forming part of this Agreement.

2.03 The dues, fees, or assessment deduction pursuant to article 2.02 in the amount certified by the Union to the Company to be currently in effect under the Union's constitution shall be deducted from each cheque and remitted within fifteen days thereafter to the Secretary-Treasurer of the Local Union together with a list of names of Drivers on whose behalf such dues have been deducted.

2.04 The Company agrees to advise any new Driver hired during the term of this Agreement that a Collective Agreement is in force. The new Driver shall be required to become a member of the Union as a condition of employment. The Driver must become a member of the Union upon completion of six working days.

ARTICLE 3—JURISDICTION

3.01 This Agreement covers all Drivers contracted to deliver the Daily Courier, the mid-week and week-end shoppers and any other related publications, complete with advertisements therein, including all inserts and flyers.

3.02 The Company further agrees not to require the Drivers to become employees under the B.C. Labour Relations Code by changing the conditions contained herein.

ARTICLE 4—REPRESENTATION

4.01 The Company recognizes the right of the Drivers to select two of their members to act as their Union representatives (shop stewards).

4.02 The Union acknowledges that Union representatives have their

regular duties to perform on behalf of the Company and that a representative shall not leave such duties in order to perform Union business without first obtaining permission from the Circulation Manager (or designate).

4.03 The Union will notify the Company in writing of the names of its committee, representatives and officers.

4.04 No Union representative shall be interfered with or discriminated against by the Company for carrying out the instructions of the Union governing the interpretation, application or alleged violation of the Agreement.

ARTICLE 5—GRIEVANCE PROCEDURE

5.01 Should a dispute arise regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

5.02 In the event of a grievance, the Driver concerned and the Circulation Manager (or designate) shall within three (3) working days of the cause of the dispute seek to settle the dispute. At the request of either party the shop steward shall attend the grievance meeting.

5.03 The Driver concerned and the Circulation Manager (or designate) shall meet within three (3) working days of the meeting being requested or as soon thereafter as is reasonable. The party against whom the grievance has been launched must reply in writing within a further three (3) working days after the meeting.

5.04 If within that time no agreement has been reached the matter may be submitted to the grievance committee in accordance with the provisions of this article.

5.05 Any grievance must be presented to the grievance committee in writing, within fifteen (15) working days of the cause of the complaint, setting forth the grounds for the complaint and the provision(s) of the Collective Agreement which are alleged to have been violated, together with the remedy sought.

5.06 A grievance committee shall be maintained, to consist of two representatives of the Company and two representatives of the Union. Such grievance committee shall meet within five (5) working days after any question or difference has been referred to it, and shall render a decision within ten (10) working days and such decision shall be binding upon both parties.

5.07 If the grievance committee cannot reach an agreement on the question or difference referred to it, at the request of either party hereto, the matter shall be referred to an arbitrator. Should the parties be unable to agree upon an arbitrator, either party may request the appointment of an arbitrator by the Labour Relations Board.

5.08 The decision of the arbitrator shall be binding upon both parties.

5.09 The cost of the arbitrator shall be borne equally by both parties.

5.10 If no written request for arbitration is received within ten (10) working days after the decision of the grievance committee is given, the grievance shall be deemed to have been settled.

5.11 Time limits set out above are mandatory but may be extended by mutual agreement.

ARTICLE 6—STRUCK WORK

6.01 While this Agreement is in force, no strike or lockout will take place.

6.02 No Driver covered by this Agreement shall be required to cross a legal picket line at the Daily Courier.

ARTICLE 7—SANITARY CONDITIONS

7.01 The Company will provide access to the clean, healthful, sufficiently ventilated, properly heated and lighted premises which may be used by the Drivers as required.

ARTICLE 8—BULLETIN BOARD

8.01 The Company shall provide a bulletin board for the exclusive use by the Union.

ARTICLE 9—CONDITIONS AND RATES

9.01 The Company shall make available a daily manifest which sets out the number of newspapers for each delivery route. The newspapers shall be bundled and marked by drop location. The Driver shall be responsible for maintaining the load sequencing of the manifest when new bundle drops appear.

9.02 The Driver shall pick up the newspapers at the Company loading area on each delivery day and deliver them as instructed. The company will provide a large clock (co-ordinated with the computer clock) on the exterior of the building to be used as the clock of record for the drivers.

9.03 If the Employer intends to continue a route after being advised of a route becoming vacant. The routes will be posted for 4 business days of becoming vacant. Current routes will be listed and vacant routes will be posted as they become available. Drivers who have been under contract to the Daily Courier for the longest continuous period of time will be given preference when filling a vacancy. New routes and amalgamated routes will also be posted. It is understood that nothing in this clause prevents the Company from discontinuing or amalgamating routes. A Driver who becomes redundant as a result of a discontinuance or amalgamation of a run may apply length of continuous service and bump another Driver with less service. It is understood that Dependent Contractor Delivery Drivers' seniority shall be from original date of hire and must be based on continuous service. This provision relates specifically to Article 9.03. In the application of this clause it is understood that in all cases the Driver must have a vehicle suitable to carry out all the deliveries in a single run.

Drivers are expected to provide written notice prior to giving up a route, such notice to include the last day they intend to deliver their routes.

9.04 Drivers will report to the loading dock at their specified times and will sign in on the load report for each delivery.. No waiting time will be paid for waiting of five minutes or less after the specified departure time. However, if the waiting time is for longer than five minutes, then the Delivery Driver shall be paid for all waiting time after the specified departure time. If there is a change of times the Company will advise the Driver no less than one (1) hour prior to his or her specified time. Drivers must be at their designated phone number each day one hour (1) prior to their specified times. If they are unable to be at their designated phone numbers, they must contact the Company one (1) hour prior to their specified times.

9.05 (a) The Drivers shall deliver the newspapers in a good and workmanlike manner. It is agreed that Drivers must find Substitutes to do their work during absences for any reason and shall be responsible for the performance and reimbursement of Substitutes utilized by them.

(b) Drivers must drive a minimum of 50% of the days their routes require per week. Vacations, authorized leaves of no more than three months, sick days and other authorized absences shall not count towards the 50%. This article shall be enforced according to Section 2 of the Kelowna Delivery Drivers bylaws adopted Feb. 23, 2000. (Note: The referred to sections of the Delivery Drivers are appended

hereto as Appendix B). (Futher note: The Company will not be adjoined to a grievance or arbitration under this clause).

(c) If the Company terminates a Driver for violating subsection (b), which the Union has confirmed and brought to the Company's attention, the Union will not take the termination to arbitration.

9.06 The Company shall pay the Driver for the newspapers delivered as follows (in accordance with Articles 9.04 and 9.07):

Hourly Pay Rates			
6/6/12	6/6/13	6/6/14	6/6/15
\$12.01	\$12.13	\$12.31	\$12.50

Mileage paid for all kilometers. At no time shall the driver be paid less than 33.91 cents per kilometer.

Price of Gas	Kilometerage Rate
Less than 80 cents per litre: \$0.3391	
80-84.9	\$0.3494
85-89.9	\$0.3597
90-94.9	\$0.3700
95-99.9	\$0.3803
1.00-1.04.9	\$0.3906
1.05-1.09.9	\$0.4009
1.10-1.14.9	\$0.4112
1.15-1.19.9	\$0.4215
1.20-1.24.9	\$0.4318
1.25-1.29.9	\$0.4421
ETC....	

\$1.00 per Motor Route Tube Installation or Removal
Payment for each route set out in Appendix A

Drivers must provide invoices to the Company every second Monday by 5 p.m. failing which the drivers will not be paid until the pay period following submission of invoices. The company will return the invoices to the drivers when they pick up their loads on each payday.

9.07 The Company and the Union will agree on the length of route time and kilometerage for each run. Route time and kilometerage will be calculated from dock to dock. Either party may call for re-evaluation of route time and kilometerage. If a new route is established by the Company, the parties will agree on the length of the route time and kilometerage for each run. Any increases following a re-evaluation will be retroactive to the date of request for re-evaluation. Any decreases following a re-evaluation will be effective on the date of evaluation. An individual driver will request a re-evaluation no more than four times a year.

9.08 The Drivers shall be paid every second Friday for the newspapers delivered during the preceding two (2) week period.

9.09 It is agreed that the Drivers are and shall remain dependent contractors and nothing in this Agreement shall be construed so as to create an employee or agency relationship, a partnership or a joint venture between the Company and the Driver unless otherwise agreed to by the Union and the Company.

9.10 Any expenses incurred by the Driver (or Substitute) in performing the deliveries contemplated herein shall be the responsibility of the Driver, unless otherwise specified herein.

9.11 The Drivers confirm that as dependent contractors they are responsible for making any necessary legislated deductions for Unemployment Insurance, Canada Pension, Revenue Canada for themselves, their substitutes and/or their employees. The Company agrees to remit W.C.B. assessments on behalf of the Drivers and substitutes.

9.12 The driver shall maintain and provide the company with a copy of their General Liability Insurance of \$2,000,000. The parties recognize there will be no liability attached to the Company.

9.13 The Driver shall indemnify and save harmless the Company from and against any claims, damages, costs, expenses, actions and suits arising out of the performance of the Driver's obligations as contained herein due to the failure of the Driver, his/her Substitutes or employees to fully comply with any term or condition of this Agreement.

9.14 The Drivers shall be responsible for complying with the required licensing of their vehicles including a valid B.C. Driver's Licence. A Driver who is fined as a result of not possessing the required licensing will have no claim against the Company. On receipt of proof of such licensing, the Company will contribute \$100.00 per year towards that licensing. The Company will also pay the present \$25.00 municipal delivery tag for each Delivery Driver. The Company further agrees to meet and discuss with the Union in the event that the municipal delivery tag increases in cost.

9.15 Cargo Insurance is not required and the company will make no claim in the event of the loss of newspapers due to an accident.

9.16 Any directions which may be given by the Company pursuant to the terms of this Agreement may be given by the Circulation Manager or such other persons as may be designated or appointed by the Company.

9.17 In the event the Driver defaults in the performance of any of the covenants or terms contained in this Agreement and if this default shall continue after the Company has given notice to the Driver and Union specifying such default, the Company shall have the right to terminate the Driver forthwith or at any time while such default continues by giving the Driver and the Union written notice to that effect. Any costs incurred by the Company by reason of default will be borne by the Driver.

9.18 Any notice given hereunder shall be effective on the date of delivery if delivered personally and if mailed on the second business day after the mailing by registered mail to the address provided to the Company by each Driver. It is agreed that the Union representative is to receive a copy of such notice.

9.19 A Driver may not assign this Agreement in whole or in part without the prior written consent of the Company and the Union.

9.20 The Company shall be responsible for giving clear direction as to the location of new customers or bundle drops.

9.21 Delivery Drivers shall be paid at one and one half times over and above their daily remuneration for work performed on a statutory holiday.

9.22 Dealer Return Runs will be based on a calculation of kilometers, from dock to dock, and hourly rate.

9.23 The Employer shall advise as soon as reasonably possible, notice of any change in the day that a statutory holiday is recognized by the Employer.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 If an employee is elected or appointed to a Local 2000 Table Officer position, upon the member's request, s/he shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave. Only one employee of the Okanagan Valley Newspaper Group will be entitled to such leave at any one time.

SCHEDULE 'A' TO THE COLLECTIVE AGREEMENT

between
THE DAILY COURIER
and
COMMUNICATIONS, ENERGY and PAPERWORKERS UNION
OF CANADA, LOCAL 2000

**Assignment and Authorization to Check-off
Communications, Energy and Paperworkers Union of Canada,
Local 2000 Dues**

To:.....

I hereby assign to the Communications, Energy and Paperworkers Union of Canada, Local 2000 and authorize you to deduct from any earnings as your Dependent Contract Delivery Driver, an amount equal to all union dues levied against me by the Union for each dues month following the date of this assignment.

I hereby authorize and request you to remit monthly the amount deducted to the Communications, Energy and Paperworkers Union of Canada, Local 2000.

Driver's Signature:.....

Date:.....

IN WITNESS WHEREOF, we have hereunto set our hands this

..... day of,

.....
For the Company

.....
For the Union

LETTER OF AGREEMENT No. 1

between
THE DAILY COURIER
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000

SUBSTITUTES

The undersigned parties hereby agree that the term "Substitute" means anyone who a Driver uses to drive a run he or she has contracted for, including subcontractors, employees or other replacements.

It is further agreed that this Collective Agreement does not apply to Substitute drivers utilized by the Dependent Contractor Delivery Drivers.

Date:.....

.....
For the Company

.....
For the Union

LETTER OF AGREEMENT No. 2

between
THE DAILY COURIER
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000

GASOLINE PRICE CHANGES

When gasoline prices change, the posted price will be checked on the second Monday of each pay period. If prices vary between stations, an average will be taken between three gas stations in the immediate vicinity of the Daily Courier as agreed to by local Union and Company representative. This price will prevail for the entire pay period.

Date:.....

.....
For the Company

.....
For the Union

LETTER OF AGREEMENT No. 3

between
THE DAILY COURIER
and
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000

SIGNING BONUS

All drivers employed as of the date of ratification shall receive a signing bonus of \$125,

Date:.....

.....
For the Company

.....
For the Union

APPENDIX A

The attached Appendix A to this collective agreement is the pay grid.

APPENDIX B

This appendix comprises Section 2 of the Kelowna Delivery Driver's Bylaws, as follows:

SECTION 2 — ENFORCING THE 50 PER CENT RULE

2.01 Enforcement of the 50 per cent rule will only be triggered upon receipt of a written complaint submitted to the shop steward.

2.02 Drivers, who are investigated as a result of the complaint and found not to have signed in for at least 50 per cent of their trips over a three month period, except for the valid reasons covered in that clause of the Collective Agreement, will be notified, in writing, that they are in violation of the Collective Agreement.

2.03 Drivers who have been notified of a violation under article 2.01 will have two weeks to reply to their shop steward with an explanation.

2.04 Failure to reply, or providing an unacceptable explanation, will result in the Union bumping that driver to the bottom of the substitute seniority list and asking the company to post the vacated route.

2.05 The decision on whether to notify the company of a request to post a vacated route will be made by the shop steward in consultation with the Chief Shop Steward of The Daily Courier.

2.06 Should the numbers of the relevant clauses change in the collective agreement, these bylaws will still apply.