

**Collective Agreement**

at the

**Salmon Arm Observer**

between

**UNIFOR Local 2000**

and

**BLACK PRESS GROUP LTD.**

Effective June 1, 2009 to May 31, 2018

SECTION	INDEX TITLE
29	ACCIDENT PAY
LOA #3	AD ASSISTANTS
13	APPRENTICES
28	BEREAVEMENT LEAVE AND PAY
10	CALL BACK
5	COMPUTERS
1	COVERAGE
16	DISCHARGE
20	DISPUTES AND SETTLEMENT
30	DUES CHECK-OFF
25	EXTRA WORK
LOA #1	FIVE-DAY WEEK OPTION
14	FOREMAN
2	GENERAL LAWS
22	HEALTH AND WELFARE
8	HOURS AND WAGES
3	JURISDICTION
27	JURY DUTY
23	LABOUR CODE
LOA #5	LANGUAGE
15	LOSS OF EMPLOYMENT
LOA #4	LUMP SUM
7	NOTICE TO CHANGE START TIME
9	OVERTIME
26	PENSION PLAN
17	PRIORITY CLAIM
18	REFUSE STRUCK WORK
19	SANITARY REGULATIONS
21	SICK LEAVE
LOA #6	SIGNING BONUS
11	STATUTORY HOLIDAYS
18	STRUCK WORK
11	SUNDAYS AND STAT HOLIDAYS
14	SUPERINTENDENT AND FOREMAN
LOA #2	TANI RADAMAKER
6	TECHNOLOGICAL CHANGE
4	TECH. CHANGE -DEFINITION
24	UNION REPRESENTATIVES
12	VACATIONS
8	WAGES

**NEWSPAPER CONTRACT  
AND SCALE OF PRICES**

**UNIFOR LOCAL 2000**

THIS AGREEMENT, made and entered into this fourth day of July, 2014, by and between BLACK PRESS GROUP LTD., publishers of the Salmon Arm Observer, in the jurisdiction of the Unifor Local 2000, in the Province of British Columbia, through its authorized representatives (hereinafter sometimes referred to as the "Employer"), and Unifor Local 2000, by its officers or a committee duly authorized to act in its behalf (hereinafter referred to as the "Union"), shall be effective beginning June 1, 2009 and ending May 31, 2018.

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.

All employees covered by this agreement are mutually recognized as being employed on hourly rates. Any reference hereinafter made to rates of pay in any other form than hourly rates is for the mutual convenience of the parties to this agreement.

**SECTION 1 - COVERAGE**

This agreement covers only two employees of the Employer in the Creative Services Department, namely Jennifer Bertram and Tani Rademaker. Subject to LOA #3 (Ad Assistants) the Employer agrees to employ only members of the Union to perform all work within the jurisdiction of the Union.

**SECTION 2 – GENERAL LAWS**

The Employer agrees to respect and observe the conditions prescribed by the constitution, bylaws and scale of prices of the Union not in conflict with this agreement and the General Laws of the Union, copies of which are hereunto attached.

And it is further agreed that aforesaid constitution and bylaws may be amended by said Union without the consent of the Employer: provided, however, that changes which conflict with the terms of this agreement or affect wages, hours or working conditions shall not become operative during the life of this instrument except by mutual consent of both parties signatory thereto.

**SECTION 3 - JURISDICTION**

(a) The jurisdiction of the Union begins with the markup of copy and continues until the finished product is ready for delivery to the pressroom and the operation of any equipment or adoption of any processes designed as a substitute for or evolution of work previously or presently performed by employees shall be considered as being within the jurisdiction of the Union, and the appropriate unit for collective bargaining consists of all employees performing any such work subject to Section 1 above and LOA # 3 (Ad Assistants). The Company shall make no other agreement, written or verbal, with any person or persons other than the Union to do or have done any of the work outlined above.

(b) It is agreed and understood that all material may serve as copy for the Company's newspapers and commercial printing production work. The Company agrees that it will not sub-contract any work covered by the jurisdiction of the Union. Should sub-contracting be unavoidable, e.g. a typeface requirement, the work shall be done in an Unifor shop.

(c) It is understood and agreed that when OCR (Optical Character Recognition) devices, CRT (Cathode Ray Terminal) devices, VDTs (Video Display Terminals) or any similar devices are installed by the Publisher that all work within the jurisdiction of the Union on this equipment or similar devices will be performed by members of the Union. This includes, but is not limited to: operation and maintenance of the OCR or CRT devices and the preparation of all input to be processed by this equipment.

(d) It is agreed between the parties that the words "preparation of all input" when applied to the use of OCR (Optical Character Recognition) devices, CRT (Cathode Ray Terminal) devices, VDTs (Video Display Terminals) or any similar devices, means the preparation of material for input by any process including the typing or retyping of copy (whether for news matter, classified or display advertising) the creation or generation of images or electronic impulses by any process; coding, correction and proofreading and all other functions which may be necessary to prepare the input for the computer or for any phototypesetting or typesetting devices, except as provided in sub-clause (e) below.

(e) (i) Members of the Union shall input all information for OCR, CRT, VDTs or similar systems with the following exceptions

EDITORIAL Editorial employees of The Salmon Arm Observer who are at reporter level and above may input stories (including headings) they have authored; News service provided by Canadian Press by electronic feed. Any information, however input, may be recalled for editing, rewriting, and merging.

CLASSIFIED Classified employees at The Salmon Arm Observer will operate OCRs, CRTs, VDTs or similar systems for purposes of inputting classified advertisements (except classified display and hard copy). Classified display advertising copy shall be input by the Creative Services Department employees using keyboards, OCRs, CRTs, VDTs or other similar equipment;

Classified employees at The Salmon Arm Observer may recall classified information, for correction, addition, deletion or killing.

(ii) Maintenance and repairs to OCRs, CRTs, VDTs and other similar equipment, referred to in (i) above, shall be performed by members of the Union except, where this is carried out by manufacturers specialists. The Company shall provide training necessary without loss of pay.

(f) Handing out copy and giving instructions shall be considered the work of the foreman, and persons so employed shall be members in good standing of Unifor Local 2000. The foreman shall be the judge of a person's competency based on the work performed.

(g) The operation, authority, and control of each Creative Services Department shall be vested exclusively in the office

through its representative, the foreman, who shall be a journeyman member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

(h) In the event of the introduction of any new equipment, machinery or process which replaces or is a substitute for, or evolution of, present equipment, machinery or processes, and requires the retraining of journeymen, employees covered by this agreement will perform all work within the jurisdiction of the Union regardless of the method, equipment or materials when used in the performance of such work and regardless of where the work is to be performed. The foreman shall give the Union three months' notice when the Company intends to introduce any process or equipment which falls within the jurisdiction of the Union.

(i) Within 10 days of submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. The Company agrees to provide facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any process or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this agreement. Members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his/her preference claim who has not been retrained.

#### **SECTION 4 - TECHNOLOGICAL CHANGE - 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, shall be classed as a change in technology.

#### **SECTION 5 - COMPUTERS**

It is agreed that when a computer is used to perform work within the jurisdiction of the Union only members of the Union shall perform such work subject to Section 1 above and LOA #3 (Ad Assistants).

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

#### **SECTION 6 - TECHNOLOGICAL CHANGE**

The Company guarantees to the Union that no present situation holder or apprentice will lose employment during the life of this agreement due to the introduction of technological change. It is agreed that the number of situation holders as of July 4, 2014, which excludes apprentices, was two full-time.

It has been recognized that the Company has the right to introduce technological change and the Company agrees that prior to introducing any further change in technology, method or procedure during the period of the collective agreement it will advise the Unifor Local 2000. The Company will give the Union three months' notice of any contemplated 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. If the Union foresees any jurisdictional problem that may arise as a result of said technological change it is agreed that the date of introduction will be delayed a further three (3) months.

Should the Company, for any reason, violate the job guarantee provided in this section by failing to maintain employees within the Union's bargaining unit, each employee affected shall decide to receive three months' notice or a lump sum payment of \$10,000.00 prior to his/her loss of employment.

#### **SECTION 7 - NOTICE TO CHANGE STARTING TIME**

The foreman shall have the privilege of calling the regular force or any part of it to work at different hours, provided no member shall be required to change his/her regular starting time more than once within a work week. Reverting to the members' original starting time, after a rest period of not less than ten (10) hours, within a work week shall not constitute a second change.

When the usual hour for starting work is to be altered, twenty-four (24) hours' notice shall be given by the foreman to the chair of the Chapel.

#### **SECTION 8 - HOURS AND WAGES**

(a) Nine hours shall constitute a day's work; four days shall constitute a week's work.

(b) Nine hours shall constitute a night's work; four nights shall constitute a week's work.

(c) Day work shall be between 7 a.m. and 6 p.m. Night work shall be between 6 p.m. and 7 a.m. Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift.

(d) The foreman shall receive 10 per cent per shift above the prevailing scale.

(e) Rate of pay shall be \$21.58 per hour.

(f) Night shift to be paid for at the rate of 10 per cent above the day rate.

(g) A lunch period of at least 30 minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

(h) No employee shall be paid for less than a full shift except when discharged for cause or excused at his/her own request.

(i) No employee covered by this agreement shall be required or permitted to hold a situation of more than four shifts in one financial week. When any employee is required to work on a regular off day or off night, or the fifth, sixth or seventh shift in any financial week, he/she shall be paid the overtime rate for such work.

**SECTION 9 - OVERTIME**

All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall not be less than price and one-half based on the hourly wage paid for the first hour and thereafter at the rate of double time.

**SECTION 10 – CALL BACK**

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

**SECTION 11 - SUNDAYS AND STATUTORY HOLIDAYS**

(a) All work performed by day shifts on Sundays or holidays or by night shifts prior to holidays shall be paid for at double price.

(b) Provided that, where a regular Sunday shift is worked it shall be paid at regular rate and another day off shall be designated in lieu thereof and shall be paid for at double time if required to be worked.

(c) The following days (or days celebrated in lieu of any of them) shall be considered holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and employee's birthday. Any additional days proclaimed as a public holiday by the Provincial or Federal governments and any other holidays recognized by the Company, shall be treated in the same manner as the aforementioned holidays.

(d) The statutory holidays named in Section 11 (c) will be paid whether they fall in a vacation week or not.

(e) All situation holders and apprentices scheduled to work on above-named holidays, shall receive straight-time pay when not required to report. If required to report, they shall be paid double time in addition thereto, except that when a statutory holiday falls on a Monday two members may be required to work the Monday at one and one half times rate of pay and receive another day off adjacent to a weekend within four weeks of the holiday. The remaining employees will receive the day off on the holiday and this will alternate among employees covered by this agreement.

(f) A situation holder or apprentice failing to receive a paid statutory holiday by reason of his/her day off falling on the holiday shall receive another day off in lieu of such holiday missed.

(g) A journeyman on the sub list who has worked a minimum of 8 days prior to a statutory holiday shall be given the holiday with pay. A journeyman while on the sub list who has worked a minimum of 120 days in one year shall be paid for all statutory holidays.

(h) Statutory holidays falling within a vacation shall not be construed as part of the vacation period.

**SECTION 12 - VACATIONS**

(a) All members and apprentices covered by this agreement whose slips have been on the Chapel slipboard for one year or more shall be allowed 12 days' vacation with pay.

(b) Members having eight years' vacation credits shall receive 16 days' vacation with 16 days' pay; members having thirteen years' vacation credits shall receive 20 days' vacation with 20 days' pay. Members having thirty years' vacation credits shall receive 24 days' vacation with 24 days' pay.

(c) Each employee must receive his/her full earned vacation in the calendar year that the anniversary date is reached. When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his/her full number of days of earned vacation in the calendar year in which his/her anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.

**SECTION 13 - APPRENTICES**

(a) It is agreed that for the first two (2) journeymen, one (1) apprentice, and one (1) additional apprentice for each five (5) journeymen thereafter, may be employed.

(b) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employer shall be selected by the parties of this agreement. All provisions of this agreement affecting apprentices shall be under the jurisdiction of this 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 conditions outlined herein. Should the committee fail to agree on any question the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decision shall be final and binding.

(c) Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four years (except as otherwise provided by Union laws or collective agreement) before being admitted to journeyman membership in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice, and the terms of his/her apprenticeship may be shortened to the extent of such accelerated advancement.

(d) Within 60 days the foreman and the apprenticeship committee must recommend the apprentice for membership in the Union or terminate his/her apprenticeship. If they recommend him /her for apprentice membership he/she must be admitted into the Union as an apprentice member. Apprentices shall be enrolled in and complete the Union Course of Lessons in Printing (if required) before being admitted as journeyman members of the Union.

(e) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under journeymen on all work within the jurisdiction of the Union. Technician apprentices must be trained on all phases of maintenance and repair of Creative Services Department equipment under the direction of a journeyman technician. The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much

all round training as may be suited to the capacity of the apprentice.

(f) Should an apprentice be careless and neglectful of his/her duties required by those in control of his/her trade training, his/her case shall be referred to the Joint Apprenticeship Committee for examination and action.

(g) Apprentices shall undergo periodic reviews before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this contract. The Employer or his/her representative has the right to be present and take part in any and all reviews.

(h) Chapel chairs of the offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this Agreement: whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent tradespersons such fact must be set forth in the report.

(i) The Joint Apprenticeship Committee shall be the judge of an Employer's ability to properly qualify for the employment of an apprentice.

(j) No apprentice shall leave one Company and enter the services of another Company without the written consent of the Joint Apprenticeship Committee.

(k) Apprentices shall receive not less than the following rates of wages:

	First 6 Months	Second 6 Months
First Year	60%	65%
Second Year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

**SECTION 14 - SUPERINTENDENT AND FOREMAN**

The foreman may discharge (1) for incompetency; (2) for neglect of duty(s); for 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 Union laws. A discharged member shall have the right to challenge the fairness of any reason given for his/her discharge.

**SECTION 15 – LOSS OF EMPLOYMENT**

(a) When it becomes necessary to decrease the force, such decrease shall be accomplished by discharging first the person or persons last employed either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the employer shall give the reason for discharge in writing. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing

foremen. Demand for written reason for discharge shall be made within 72 hours after member is informed of discharge.

(b) It is recognized that the Company is entitled to reduce the number of situation holders through attrition, i.e. Retirement or Voluntary Termination, etc.

(c) In the event of consolidation or suspension of the company's creative service operations all employees affected shall receive severance pay of not less than one weeks' pay at the regular rate for each six months' service, up to thirty weeks' pay.

**SECTION 16 - DISCHARGE**

Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the Chapel. Either party may appeal from the decision of the Chapel to the Union.

(a) From the decision of the Union, appeal may be made by either party to the Executive Council of the Union and at convention as provided by Unifio law.

**SECTION 17 - PRIORITY CLAIM**

Employees may claim new shifts, new starting times, new slide days and have choice of vacation schedules in accordance with their priority standing.

**SECTION 18 - REFUSE TO EXECUTE STRUCK WORK**

The Union reserves to its members the right to refuse to execute any work which has been declared by the Union to be unfair and further reserves to its members the right to refuse to cross a legal picket line.

**SECTION 19 - SANITARY REGULATIONS**

The Employer agrees to furnish a clean,, sufficiently ventilated, properly heated and lighted place for the performance of all work within the jurisdiction of the Union and all machines or apparatus operated in the Creative Services Department or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of employees, provided that, where a significant change has not been introduced by the employer, the employer shall have 60 days to make any changes deemed necessary.

**SECTION 20 - DISPUTES AND SETTLEMENT**

(a) As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this agreement or any dispute as to the construction or interpretation of any section or portion of the agreement takes place, representations shall first be made to the general foreman or Chapel chair as promptly as possible from the time the dispute comes to the attention of the party affected. Should the general foreman and Chapel chair 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 circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is

reached. A standing committee of two representatives of the Employer, and a like committee of two representing the Union, shall be appointed; the committee representing the Union shall be selected by the Union; and in case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.

(b) 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.

(c) If a decision is reached on an issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this collective agreement.

(d) 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 arbitrator he/she shall be selected by the Minister of Labour of the Province of British Columbia.

(e) The arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested arbitration.

(f) Within thirty (30) days of completion of hearing the arbitrator shall render his/her decision.

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

(h) Provided, that local Union laws not affecting wage, hours or working conditions and the General Laws of the Union shall not be subject to arbitration.

#### **SECTION 21 - SICK LEAVE**

(a) Employees who have one year's service shall be entitled to sick leave of 1 week; employees who have worked for two years shall be entitled to 3 weeks each year, with regular pay. Other employees shall be entitled to one day's sick benefits for each 52 days worked.

(b) In the event that the full period of sick leave in any one year is not used up, such unused periods of sick leave shall be accumulated up to a period of 20 shifts.

(c) Payment for sick leave shall not be automatic but shall be made only on application by the employee together with a doctor's certificate.

(d) At the option of the employee the value of the employee's accumulated sick leave (if any) may be used to augment the weekly benefit received under the Printing Industry Health and Welfare Plan to a maximum of seventy-five (75%) per cent of the employee's regular weekly wage. This benefit shall cease when all sick leave is exhausted.

#### **SECTION 22 - HEALTH AND WELFARE**

(a) The Employer agrees to join and/or continue as a participating employer of the Printing Industry Welfare Plan effected by the agreements dated July 19, 1961, and August 15, 1963, between the Unifor Local 2000 and the Graphic Arts Association of British Columbia (acting on behalf of the participating employers), the benefits under which may only

be changed by agreement between the Unifor Local 2000 and the Graphic Arts Association of British Columbia (acting on behalf of the participating employer). The Employer agrees to provide additional coverage to the present Printing Industry Health and Welfare Plan to provide a total of \$50,000 life insurance and weekly wage indemnity benefits of 60% of the weekly earnings, up to a maximum benefit of \$514.00 per week or the maximum disability benefit available under the Employment Insurance Act as determined as of the date of commencement of disability, whichever is greater and the long term disability benefit. The Employer shall contribute 80% of the cost of benefits for each employee covered by this agreement and eligible to be covered under that said Welfare Plan through the Employer. All employees covered by this agreement and eligible to be covered under said Welfare Plan through the Employer shall contribute 20% of the cost of benefits through payroll deduction to be made from their pay by the Employer.

(b) The Employer shall pay the first three (3) days' absence due to illness at the regular daily rates provided the employee qualifies for benefits under the Plan.

(c) The Employer agrees to cover all employees in the Employee Family Assistance Program.

#### **SECTION 23 – LABOUR CODE**

The parties agree to exclude the operation of Subsection (2) and (3) of Section 50 of the Labour Code of British Columbia.

#### **SECTION 24 – UNION REPRESENTATIVES**

No union representative or member shall be subject to any disciplinary action by the Employer and/or his/her representatives for any act in the performance of their duties as union representatives.

#### **SECTION 25 - EXTRA WORK**

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

(a) Upon reaching the point where the Company has hired substitutes for a total of eight (8) shifts in any two consecutive weeks, substitutes shall be given a situation for each eight (8) shifts and shall continue as situation holders until twenty-four (24) hours' notice shall have been given of a reduction in the number of situation holders. It is understood that a situation shall consist of not less than four (4) days.

(b) Substitutes who lose work due to violation of Subsection (a) shall receive one (1) shift's pay for each shift lost.

Employees shall report or have subs ready within five (5) minutes after time is called. When a regular does not report within five (5) minutes after the hour for beginning work, a competent substitute shall be employed in his/her place. Provided that, if no competent sub is available, the prior sub shall be hired.

**SECTION 26 - UNIFOR MULTI-EMPLOYER PENSION PLAN**

(a) The Employer agrees to contribute to the Unifor Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), 5% of gross weekly earnings and annual lump sum payments in lieu of wage increases for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers.

Contributions shall be made for any straight-time shift for which an employee receives compensation, and which shall be considered earnings (e.g., vacations, holidays, disability insurance, bereavement leave, sick leave). The Plan is administered jointly by Trustees.

(b) Contributions shall be made by cheque, money order or similarly-recognized medium of exchange, shall be made payable to the Unifor Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator, AonHewitt, 225 King St. West, 16<sup>th</sup> Floor, Toronto, ON, M5V 3M2 no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such administrator.

(c) 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.

(d) The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Chapel Chair a copy of the Receipted Remittance Forms received from the Unifor Multi-Employer Pension Plan within five (5) days of remittance of any such forms.

(e) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the 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 Trusts to which the Employer has made contributions.

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

**SECTION 27 - JURY DUTY**

An employee on jury duty call or called for service by any legal court shall receive the difference between the jury duty rate and the straight-time rate normally earned by such employee for each day called for such service, provided that this shall not apply to subs able to work their usual number of shifts in any week during which they serve the courts.

**SECTION 28 - BEREAVEMENT LEAVE AND PAY**

A regular employee will be granted three (3) days' leave of absence with pay between Monday and Saturday inclusive for the purpose of making funeral arrangements and attending said funeral in the event of the death of a member of the immediate family which includes all in-laws. Two (2) extra days' leave with pay will be granted for out-of-province bereavement.

**SECTION 29 - ACCIDENT PAY**

In the case of a compensable accident the Company will pay the difference between 100% of the employee's wages and Workers' Compensation rates, for one year.

**SECTION 30 - DUES CHECK-OFF**

The Company shall deduct membership dues weekly from the earnings of each member of the Union working for the Company and shall remit said funds to the Union monthly. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished the Company each month by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Company in the following form:

**ASSIGNMENT AND AUTHORIZATION TO CHECK-OFF UNIFOR LOCAL 2000 UNION DUES**

To:  
I hereby assign to the Unifor Local 2000, and authorize you to deduct weekly from any earnings as your employee, 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 the amount deducted to the Unifor Local 2000.

.....  
Employee's Signature

.....  
Date



**LETTER OF AGREEMENT No. 1  
5-DAY WEEK OPTION**

Both parties agree that employees may, by mutual agreement with the Company, work a five-day week. It is further agreed that employees may, at their option, cancel this agreement upon giving the Company 60 days' notice, in writing.

.....  
Date

.....  
For the Company

.....  
For the Union

**LETTER OF AGREEMENT #2  
Tani Rademaker**

Tani Rademaker will be deemed a full-time regular employee but will be required to only work three shifts per week. She will not be required to work a fourth shift for any reason, including vacation coverage.

Tani will have the first right to claim any additional shifts that become available and will not be required to work a weekend shift.

Seniority order in the Creative Services Department will be: Jennifer Bertram and Tani Rademaker.

.....  
Date

.....  
For the Company

.....  
For the Union

**LETTER OF AGREEMENT #3  
AD ASSISTANTS**

Notwithstanding Sections 1, 3, 5, I is agreed that ad assistants will be fully integrated into the Creative Services Department of the Salmon Arm Observer on the following basis:

1. It is agreed that ad assistants will, at all times, be under the direction of the unionized foreman and that the foreman, at all times will be a member of the union until the Union is not represented through attrition.
2. Ad assistants shall perform work within the jurisdiction of the union, however they will not be members of the bargaining unit and will not be covered by the terms of this collective agreement.
3. There will be no loss of employment or hours of work for unionized Creative Services employees during the life of this agreement due to the hiring of additional ad assistants
4. If there is any layoff of any employee performing work within the union jurisdiction, it will be done in priority order of hire, as per Letter of Agreement #2, with the ad assistants being at the bottom of that priority list.
5. The foreman shall have authority as per Section 16 – SUPERINTENDENT AND FOREMAN and assign work to all Creative Services employees performing such work..

.....  
Date

.....  
For the Company

.....  
For the Union

**LETTER OF AGREEMENT #4**

**LUMP SUM IN LIEU OF ANNUAL INCREASE**

Upon ratification Tani Radamaker and Jennifer Bertram will receive a 1.5% lump sum payment equivalent to the general wage increase granted to non-union employees at the Salmon Arm Observer on April 1, 2014.

On April 1 of each year in the life of this collective agreement, they shall receive that same lump sum amount.

In addition to the above payment, any further general wage increase granted to non-union employees at the Salmon Arm Observer during the life of this agreement, will be paid as lump sum payments to Tani and Jennifer in the same manner as the payment above.

The calculation of the 2014 lump sum will use the employee's previous calendar year full-time equivalency multiplied by full time annual hours, multiplied by the hourly rate of \$21.58, multiplied by the percentage increase granted as a general wage increase to non-union employees at the Salmon Arm Observer.

The calculation of any additional annual lump sum payments will be calculated as is the percentage increase had applied to the wage rate.

.....  
Date  
.....  
For the Company  
.....  
For the Union

**LETTER OF AGREEMENT #5  
LANGUAGE**

It is understood that the union jurisdiction is limited to the kind of work presently performed within the Creative Services Department and it is recognized that the current collective agreement language references old technology and processes.

Date

.....  
For the Company  
.....  
For the Union

**LETTER OF AGREEMENT #6  
SIGNING BONUS**

Employees covered under this collective agreement will be paid a signing bonus of \$600

.....  
Date  
.....  
For the Company  
.....  
For the Union

---

**CONTRACT AGREEMENT**

IN WITNESS WHEREOF we have set our hands and seal  
this.....day of 20.....

.....  
For the Company  
.....  
For the Union

# General Laws of Unifor Local 2000

## Effective April 1, 1994

As used in the General Laws, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so includes.

### ARTICLE I

Section 1. No employer shall employ an apprentice unless the employer has the equipment necessary to afford adequate training.

Sec. 2. Any person hired as an apprentice shall be at least sixteen years of age; and shall have satisfactorily passed an aptitude test given by the joint apprenticeship committee.

Sec. 3. The period of apprenticeship shall not exceed four years. The joint apprenticeship committee shall have authority to advance apprentices consistent with their ability to learn without approval of the Unifor Local 2000.

Sec. 4. A local joint apprenticeship committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. The committee shall act to enforce the conditions of the agreement covering apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them. This committee shall have authority to vary training programs to meet the problems arising because of varying equipment of the shops under contract and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-around training as may be suited to the capacity of the apprentice.

Sec. 5. The foreman and chairman of the chapel shall see that the apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices are judged competent in one work classification they must be advanced to the next step in the established training program.

Sec. 6. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labour.

Sec. 7. No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the contract. Provided, when journeymen choose not to make themselves available in sufficient numbers to meet contract commitments, the ratio may be waived by permission of the local union. At no time shall an apprentice have charge of a department, class of work, or any other employee.

Sec. 8. Apprentices in military or naval service shall be counted as apprentices employed for the purpose of determining the number of apprentices permitted, unless the contract provides to the contrary.

Sec. 9. No apprentice shall leave one office and enter that of another employer without the written consent of the joint apprenticeship committee.

### ARTICLE II

Section 1. None but journeymen or apprentices may be employed to perform all work within the jurisdiction of the union. The foreman shall be a journeyman.

Sec. 2. The foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of Article V, General Laws.

Sec. 3. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for 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 Unifor Local 2000 laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the National as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

Sec. 4. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The journeyman with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first; provided, the journeyman to be discharged may claim any other work in the office such journeyman is competent to do which is being performed by a journeyman with lower priority standing; provided further, a journeyman claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 5. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which a decrease is necessary.

Sec. 6. A journeyman discharged to reduce the force shall be re-employed, either as a regular or extra, upon work such journeyman is competent to perform in the order of priority standing.

Sec. 7. In offices where departments are recognized a journeyman declared incompetent in one department shall not be denied the privilege of seeking employment in another department nor be barred for incompetency within the meaning of Section 9 of this article, while there is work in another department such journeyman is competent to perform.

Sec. 8. A journeyman discharged for any reason, may demand and the foreman shall give in writing the

reason for discharge: provided, such demand shall be made within seventy-two hours after the journeyman is informed of discharge.

Sec. 9. A journeyman who has been discharged and who believes such discharge to be illegal or unjust shall have the right to appeal to the local union in the manner provided by the laws of such local union. If the local union orders reinstatement the decision must be complied with until reversed. When a local union has made specific provisions in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A journeyman who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

Sec. 10. A foreman shall not designate any particular day, nor how many days a journeyman shall work in any one week: provided, the journeyman must engage a substitute when absent. Any journeyman covering a situation is entitled to and may employ in his stead whenever so disposed any competent journeyman without consultation or approval of the foreman: provided, local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods of severe unemployment emergencies, with the consent of the Union Officers, may establish provisions for equitable distribution of subbing among eligible substitutes.

Sec. 11. A foreman shall not be permitted to select the force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Sec. 12. Where contracts or agreements provide for holidays with pay, the foreman shall not be permitted to change regular off-days to such holidays in order to evade payment for the holiday.

Sec. 13. Except as provided in Section 2, Article 1, an employee's age shall not be a factor in employment or separation from employment.

Sec. 14. No journeyman shall be required to submit to a physical examination as a condition of employment.

### ARTICLE III

Section 1. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

Sec. 2. When departments are not recognized an employee shall not be discharged to reduce the force or for incompetency while there is work in the office such employee is competent to perform and to which such employee is entitled by priority.

Sec. 3. When departments are recognized by agreement no transfer shall be made except in emergencies: provided, when all available extras are hired in any department transfers may be made into that department.

Sec. 4. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of journeymen seeking work as extras. The hiring of more journeymen than are needed in one class of work or department and later transferring journeymen from this class of work or department to work which could have been done by others not hired, but entitled thereto because of their priority is discriminatory.

Sec. 5. Transfers are not required to permit journeymen to exercise priority upon a vacancy either regular or extra, which the journeyman is not qualified to fill: provided, transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of journeymen desiring to engage a substitute.

Sec. 6. Journeymen transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other journeymen of work to which they are by priority entitled.

#### ARTICLE IV

Section 1. Local unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a local union of the Unifor Local 2000, and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employees may refuse to handle the work classified as struck work.

#### ARTICLE V

Section 1. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Sec. 2. Local unions shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeymen at all times. The priority standing of a journeyman shall stand as recorded.

Sec. 3. No journeyman shall hold priority in more than one office nor shall a journeyman retain priority standing or a situation in an office if such employee performs work over which the unifor Local 2000 has jurisdiction, either supervisory or mechanical, in another printing office whether or not the journeyman is interested financially or otherwise in said office: provided, that in the event of a strike or lockout involving a substantial number of journeymen, the local union where such strike or lockout exists may adopt a law that will provide that journeymen involved may establish priority rights in another chapel in the same jurisdiction, and in the event of a settlement of said strike or lockout may relinquish

priority so established and be granted their former priority standing in the struck or locked out plant: provided further, local unions may establish regulations whereby journeymen may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may excuse journeymen who accept such temporary work from giving it out as overtime to any journeyman who refused to accept such temporary work.

Sec. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve month period without loss of situation or priority: provided, journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

Sec. 5. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to accept temporary employment in another office without loss of situation or priority standing while attending an approved technical training facility. Such employment shall be on a non-priority basis and journeymen exercising this privilege shall employ the competent priority substitute.

Sec. 6. Any journeyman engaged to serve the Unifor Local 2000, a local union, or to perform work in the interest of the organized labour movement, shall employ while absent the first available competent priority substitute. Journeymen performing aforesaid work, or any journeyman incapacitated by illness, shall not suffer loss of situation or priority standing while so employed or so incapacitated, in the event a substitute is not available. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder whose priority is protected under the provisions of this section or other sections of Union laws or contracts. Local unions shall adopt laws specifying the time, which shall be not less than thirty nor more than ninety calendar days, after which such new situation shall be filled. Should a substitute with greater priority become available, such substitute shall be placed on said situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

Sec. 7. Journeymen and apprentices admitted as residents of the Union Printers Home and journeymen and apprentices in the armed forces of Canada or those who may engage in war work for the Red Cross, or other similar accredited agencies shall have their priority and/or situations protected for such time as they are so engaged: provided, journeymen serving in the armed forces whose priority is protected under the provisions of this section may, while so engaged, seek work within the jurisdiction of a sister local subject to conditions prescribed by the Union Officers.

Sec. 8. Journeymen and apprentices in the Reserve of the armed forces of Canada, or other such organizations, shall have their priority protected while serving tours of active duty with such organizations in time of peace: provided, when priority is protected under Sections 6 or 7 of this article, a journeyman or apprentice shall be considered to have full-time employment at the printing trade except when all available substitutes have been hired and such journeymen are eligible to

cancel accumulated overtime of other journeymen only when voluntarily granted.

Sec. 9. A foreman employed from outside the shop shall accumulate no priority standing during period as foreman.

Sec. 10. A journeyman with established priority in an office may work for the same firm performing work other than work within the jurisdiction of the union without loss of priority in the Creative Services Department or the mailing room.

#### ARTICLE VI

Section 1. Five shifts shall constitute a situation and no employee performing any work within the jurisdiction of the union shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a shorter work week of no more than eight hours per shift. All time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman or apprentice may work an additional shift in excess of the contractual work week at less than the overtime rate.

Sec. 2. Not less than time-and-one-half of the individual's hourly rate of pay shall be paid for any shift worked in excess of the number established as a regular situation within a financial week. When a journeyman or apprentice is required to work on a regular off-day or off-night not less than the individual's overtime rate shall be paid for such work performed.

Sec. 3. Employees required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all excess time. The overtime rate shall be not less than one and one-half times the employee's hourly rate for the shift on which work is performed. A foreman performing executive or clerical work exclusively is not subject to overtime laws. A foreman who does any work within the jurisdiction of the union at any time is subject to the overtime laws. In extreme emergencies, such as fire, flood or disaster, the overtime rate may be waived by the local union as the contracting party.

Sec. 4. Where journeymen work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be classed as overtime at the ratio of day for day.

Sec. 5. Local unions shall have full authority and the responsibility to adopt regulations for the complete government of overtime.

#### ARTICLE VII

Section 1. Establishing or maintaining situations composed of less than the number of shifts constituting a week's work as provided in Section I, Article VI, General Laws, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another journeyman as an extra to perform work which the situation holder is competent to perform and is entitled to by priority is prohibited.