

NEWSPAPER AGREEMENT

Between

TIMES  COLONIST

TC PUBLICATION LIMITED

PARTNERSHIP

and



Composing Room

Effective January 2, 2015 to January 1, 2019

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THIS COLLECTIVE AGREEMENT made and entered into this second day of January, **2015**, by and between TC Publication Limited Partnership, party of the first part, and hereinafter referred to as the Company, and **Unifor**, Local 2000, by its representatives, party of the second part, and hereinafter referred to as the Union, **WITNESSETH:**

NEWSPAPER AGREEMENT

between

TC PUBLICATION LIMITED PARTNERSHIP

And

UNIFOR, LOCAL 2000

The words: Company and Employer are used interchangeably throughout this agreement. In all cases they shall mean TC Publication Limited Partnership.

OBLIGATION TO SUPPLY SITUATION HOLDERS

Section 1.

The Company agrees to employ only members of **Unifor**, Local 2000 to do all work within the jurisdiction of the Union.

Management agrees to respect and observe the conditions prescribed by the By-laws of the Union and the General Laws of **Unifor**, Local 2000, in effect at the time of signing of this Agreement (copies of which are hereunto attached), not in conflict with this Agreement.

It is agreed by the Union that for and in consideration of the covenants entered into and agreed to by the Company, the Union shall at all times during the life of this Agreement furnish journeymen capable of performing work within the jurisdiction of the Union. ~~and~~ It is further agreed by the Union to be its obligation to furnish sufficient journeymen to meet the normal requirements of the Company and thereby make it unnecessary for members to work in excess of four shifts in any regularly scheduled work week. **It is acknowledged that some training may be required to adapt to new processes or equipment.**

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 2, **2015**, to January 1, **2019**, and thereafter until terminated by either party in accordance with the Labour Laws of the Province of British Columbia.

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 Company legally locks out the employees.

The parties agree to exclude the operation of Sections 50.2 and 50.3 of the Labour Relations Code of British Columbia.

ESTABLISHMENT OF JOINT STANDING COMMITTEE

Upon the signing of this Agreement the Company 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 for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

INTERPRETATION AND GRIEVANCE PROCEDURE

Section 2.

- 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 chairman as promptly as possible from the time the dispute comes to the attention of the party affected. Should the general foreman and 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 circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.
- 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 shall be selected by the Minister of Labour of the Province of British Columbia.
- e) The Arbitrator shall conduct the hearing within ten (10) days or as soon thereafter as possible from the date on which either party requested Arbitration.
- f) Within ten (10) days of completion of hearings or as soon thereafter as possible the Arbitrator shall render his 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 the Union laws not affecting wages, hours or working conditions and the General Laws of **Unifor**, Local 2000 shall not be subject to Arbitration.
- i) In cases where the discharged employee is reinstated, the decision shall determine if the employee is entitled to compensation for time lost and the amount thereof. In no case will the reimbursement be more than the straight time wages that could have been earned less the sums earned by the individual during suspension.
- j) Whenever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives.

FOREMAN

Section 3.

Operation, authority and control of the composing room shall be vested exclusively in Management through its representative, the General Foreman. The foreman shall be a journeyman member of the union but shall not be subject to fine or discipline by the Union for any act in performance of his duties as foreman when such action is authorized by this Agreement, or for carrying out the instructions of management when there is a difference of opinion as to the interpretation of this Agreement. In the absence of the foreman, the foreman-in-charge shall be vested with the full authority to direct the work, provided only the General Foreman may employ and discharge.

The parties hereby agree that in situations such as sickness, vacation, leave of absence, etc., in which the regular General Foreman is not available, the Company may appoint another member of the Union to represent the Company in the position of General Foreman during the period of unavailability of the regular General Foreman.

Section 4.

New journeymen members of the Union shall not be prohibited from starting work because they have not been interviewed by the General Foreman.

Section 5.

No Union representatives shall be subject to any disciplinary action by the publisher and/or his representatives for any act in the performance of their duties as Union representatives.

Section 6.

No employee shall be employed for less than a shift, except:

- a) When discharged for cause.
- b) When excused at own request.

In these circumstances payment shall be made for time actually worked.

SCALE OF PRICES

Section 7.

- a) **Payroll for all employees in all jurisdictions (collective agreements) will change from a weekly payroll, to a bi-weekly payroll effective January 8th, 2016.**

Rates of wages shall be the craft weekly rate minus \$15.00.

Weekly Rates	Days 35hrs	Nights 35 hrs	Lobster 33 hrs
January-02-15	\$1,556.11	\$1,697.50	\$1,697.52
January-02-16	\$1,563.80	\$1,705.90	\$1,706.10
January-02-17	\$1,571.50	\$1,714.30	\$1,714.68
January-02-18	\$1,579.20	\$1,722.70	\$1,723.26
Shift Rates	8.75 hrs	8.75 hrs	8.25 hrs
January-02-15	\$389.03	\$424.38	\$424.38
January-02-16	\$390.95	\$426.48	\$426.53
January-02-17	\$392.88	\$428.58	\$428.67
January-02-18	\$394.80	\$430.68	\$430.82
Hourly Rates			
January-02-15	\$44.46	\$48.50	\$51.44
January-02-16	\$44.68	\$48.74	\$51.70
January-02-17	\$44.90	\$48.98	\$51.96
January-02-18	\$45.12	\$49.22	\$52.22

Eight and three-quarter (8 3/4) hours shall constitute a day's work (between the hours of 7:00 a.m. and 5:30 p.m.). Thirty-five (35) hours shall constitute a working week. Four (4) days shall constitute a working week.

Eight and three-quarter (8 3/4) hours shall constitute a night's work (between the hours of 5:30 p.m. and 7:00 a.m.). Thirty-five (35) hours shall constitute a working week. Four (4) nights shall constitute a week's work.

A lobster shift shall be deemed to be any eight and one-quarter (8 1/4) hour shift which commences during the hours of day work and ends during the hours of night work or vice versa. Thirty-three (33) hours shall constitute a week's work.

Any shift commencing after 9:30 p.m. shall also be considered a lobster shift and paid for at the lobster shift rates.

The Company agrees to post manpower requirements in advance every one (1) month. This list is to be posted no less than one (1) week before each month.

Night differential is nine (9%) percent of craft weekly rate and has been computed in the rates as set out above.

Payment of wages shall be made bi-weekly, no later than the Friday following the expiration of each financial bi week.

Each shift may elect by majority decision to reduce the work week by one (1) hour with a one-hour pay reduction at the craft hourly applicable shift rate.

a) Chargehand premium

All shifts commencing after 5.00pm shall have a designated chargehand and the designated chargehand shall be paid a premium of twenty five (\$25.00) per shift.

OVERTIME

Section 8.

- a) Overtime shall be worked when required, provided: When any employee is called upon to work more than eight and three-quarter hours ($8 \frac{3}{4}$) (eight and one-quarter ($8 \frac{1}{4}$) hours for lobster shift) in any one day he shall be paid for such excess at the rate of double price based on the hourly wage paid the individual employee, and shall be payable in one-quarter ($\frac{1}{4}$) hour increments. When an employee is requested to work on his regular off day or off night, or in excess of four (4) shifts within a financial week, not less than the prevailing overtime rate shall apply.
- b) When work is necessitated on Sundays, such work shall be given out in accordance with local union bylaws provided that the rate paid shall be in accordance with the shift worked.

SUNDAY WORK

Section 9.

- a) Work performed on Sundays shall be charged double time, unless such work is for the production of the regular editions.
- b) Sundays for situation holders and apprentices shall consist of a clear twenty-four (24) hours from the completion of their last shift in the calendar week.

STATUTORY HOLIDAYS

Section 10.

All situation holders and apprentices shall receive straight-time pay for the following holidays: New Year's Day, **Family day**, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and employee's birthday. Any additional days proclaimed as a public holiday by the Federal, Provincial or Municipal Authority and any other holidays recognized by the Company by not publishing, shall be treated in the same manner as the aforementioned holidays.

- a) In the case of all statutory holidays the night prior to the holiday shall be the off-shifts where such shifts start after 1:00 p.m. The off-shift for the day shift shall be the day of the holiday.
- b) A holiday shall consist of a clear twenty-four (24) hours from regular quitting time.
- c) Such holidays, if worked, shall be paid for at double time rates, plus the regular rate as outlined in Section 7.

Provided that no situation holder or apprentice shall be permitted to work when a statutory holiday falls on his regular off-shift.

- d) Situation holders, substitutes and apprentices who work a minimum of one hundred and thirty-two (132) shifts in a year shall be allowed the days mentioned in Section 10 above without loss of pay in that year. Members who work less than one hundred and thirty-two (132) shifts in any year shall receive one-day statutory holiday pay for each thirteen (13) shifts they work in that year or major fraction thereof. It is clearly understood that for regular situation holders statutory holidays shall be counted as shifts worked for calculation of vacation entitlement.
- e) A situation holder or apprentice failing to receive a statutory holiday by reason of his day off falling on the holiday shall receive another day off in lieu of such holiday missed; provided, wherever possible, such days off in lieu shall be combined with the situation holder's or apprentice's regular off day or a weekend if he so desires.
- f) If such statutory holidays cannot be combined they may be held over but must be taken in the first two (2) months of the following year.
- g) On each working day a minimum of one (1) member shall be allowed a day off in lieu of a statutory holiday.
- h) Employees who terminate their employment shall receive one-day statutory holiday pay for each thirteen (13) shifts or major fraction thereof that they have worked in the year in which they terminate.
- i) Situation holders, substitutes and apprentices shall receive one (1) day's statutory holiday credit for each day lost due to: personal illness provided the employee qualifies for benefits under the P.I.W.P.; jury duty; while in receipt of Workers' Compensation; while acting for the Union on Company-Union business. A maximum of sixteen (16) days working credit (equals one holiday) will be allowed for each year of service up to five (5) years. Those with five (5) or more years of service will receive up to a maximum of eleven (11) statutory holidays without qualification from date of absence. In no event will any employee receive any statutory holiday credits for an absence extending beyond one (1) year.

VACATIONS

Section 11.

Members shall be entitled to twelve (12) days vacation with twelve (12) days pay provided they have worked a minimum of one hundred and thirty-two (132) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Members working less than one hundred and thirty-two (132) shifts in a calendar year shall receive one (1) day vacation with pay for each eleven (11) shifts worked, or major fraction thereof.

Section 12.

Members having five (5) or more years service shall be entitled to sixteen (16) days vacation with sixteen (16) days pay provided they have worked a minimum of one hundred and thirty-two (132) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and thirty-two (132) shifts in a calendar year shall receive one (1) day's vacation with pay for each eight (8) shifts worked, or major fraction thereof.

Section 13.

Members having ten (10) or more years service shall be entitled to twenty (20) days vacation with twenty (20) days pay provided they have worked a minimum of one hundred and thirty-two (132) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and thirty-two (132) shifts in a calendar year shall receive one (1) day vacation with pay for each seven (7) shifts worked, or major fraction thereof.

Section 14.

Members having eighteen (18) or more years service shall be entitled to twenty-four (24) days vacation with twenty-four (24) days pay provided they have worked a minimum of one hundred and thirty-two (132) shifts for the Company within the twelve (12) months immediately preceding the 1st of January of each year of this Agreement. Such members working less than one hundred and thirty-two (132) shifts in a calendar year shall receive one (1) day's vacation with pay for each five and one-half (5 ½) shifts worked, or major fraction thereof.

Section 15.

Twelve (12) days of vacation in Section 12, Sec. 13 and Sec. 14 may be taken consecutively. The time for taking the remainder shall be arranged between the foreman and the employee in consultation with the chapel chairman.

Section 16.

- a) Situation holders, substitutes, and apprentices shall receive one (1) day's vacation credit for each day lost due to personal illness provided the employee qualifies for benefits under the P.I.W.P.; jury duty; while in receipt of Workers' Compensation; while acting for the Union on Company-Union business. A maximum of sixteen (16) days working credit for each year of service will be allowed for each year of service up to five (5) years. Those with five (5) or more years of service will receive up to a maximum of one hundred and forty (140) days working credit from date of absence. In no event will any employee receive any vacation credits for an absence extending beyond one (1) year.
- b) Vacation pay scale in each case shall be the straight-time rate currently paid to the employee or two (2%) percent of the previous year's T4 slip for each week of vacation entitlement whichever is greater.
- c) All vacations carried over from a previous year shall be taken prior to April 1 in said second year.
- d) Vacation pay will not be allowed for vacations not taken; in such cases any unused vacation privileges will be suspended until conditions permit them to be exercised.
- e) An employee leaving the service of the Company shall receive pay for any unused vacation credits (including the major fraction thereof) for which he/she qualified.
- f) Vacation with pay shall be suspended during, but for no longer than, any period in which the Union is unable to supply a sufficient number of competent and satisfactory members to enable the Company to issue its publications promptly and regularly at the straight-time rate of wages provided in this Agreement. If an employee is required by the Employer in such cases to alter vacation dates, the Employer will compensate the employee for any out of pocket expenses he/she may have made and cannot recover in connection with his/her planned vacation.
- g) It is agreed that the Company shall not be obliged to fill the position of employees on vacation but may do so at its own discretion, therefore, regular employees on vacation shall not employ substitutes to fill their positions.
- h) The time of the year that each employee shall take such a vacation shall be arranged by the General Foreman after consultation with the chairman of the chapel, but at least one Journeyman shall be allowed on vacation every week in designated prime time weeks.
- i) Where practicable, choice of vacation periods shall be allowed in priority order. Prime time weeks shall be from May 15th to September 30th inclusive.
- j) Computation of vacation credits shall commence on the date of employment.

- k) Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached.
- l) 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.
- m) It is agreed the vacation schedule shall be posted each year no later than February 1.

STARTING TIME

Section 17.

Any employee showing for work at the regular starting time, and requested to start at a later time, shall be paid for the intervening time at the agreed scale for that shift, and the quitting time shall remain the same for such shift. This clause to apply to office work only and not to apply to subs showing for regular situation holders. However, the foreman may make arrangements on the previous day for a change in substitutes' starting time when working an office day from which new starting time the substitute shall work a full shift at straight time rates.

SUBSTITUTE COVERAGE

Section 18.

Any substitute hired to cover for a situation holder must be competent to perform the class of work of the member whose place he takes and be eligible to work at straight time rates; provided if no such substitute is available the situation holder may hire out of classification if a legitimate switch is available, and the foreman is consulted as to the legitimacy of such a switch. Foreman's decision as to legitimacy of such switch shall be final. Provided that his decision shall be eligible for review by Joint Standing Committee.

EXTRA WORK

Section 19.

Employment other than regular situations shall be classed as extra work and shall be given out in priority to those competent to perform the work. Upon reaching the point where the Company has hired substitutes for a total of eight (8) shifts in any two (2) consecutive weeks, a regular situation shall be created. Substitutes who lose work due to violation of this section shall receive one (1) shifts pay for each shift lost.

Upon reduction to the substitute board, employees with at least six (6) months continuous employment as a regular will be entitled to severance pay as per Section 23.

CALL BACK

Section 20.

Employees who have worked the previous shift and are called back; and employees who are called in on a day when no shifts are scheduled (except for an overtime shift) shall receive one (1) hour's extra pay in addition to the prescribed rate of pay.

RATE FOR SHIFT CHANGE

Section 21.

When an employee holding a regular situation is shifted for three (3) days or less from the night side to the dayside for the convenience of the office, said employee shall receive the night scale, provided that this shall not be construed as giving the foreman the right to force an employee to accept day work against his protest.

PRIORITY PREFERENCE CLAIMS

Section 22.

Priority members shall have choice of new shifts, new starting times, new off days and choice of vacation schedule; provided, however, no employee shall be entitled to the fourth and fifth consecutive weeks without the mutual agreement between the Management and Chapel Chairman.

SEVERANCE PAY

Section 23.

a) Upon dismissal for any reason other than for gross misconduct or for self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, an employee shall receive severance pay in cash in a lump sum equal to one (1) week's pay for every **five (5)** months of service or major fraction thereof, up to a maximum of **forty five (45)** weeks with a minimum of 10 weeks. Such pay shall be computed at the highest straight-time weekly wage paid to the employee during the period of **fifty two (52)** weeks immediately preceding dismissal or layoff.

A senior employee shall have option of claiming severance over a junior employee.

b) If any employee is rehired following the payment of severance pay, and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Company. Reasonable terms of repayment shall be arranged if required by the employee.

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

- (i) Breaks in service with the Company which were occasioned in circumstances over which the employee had no control shall not be regarded as an interruption.
- (ii) Leaves of absence granted by the Company to any employee, and the period of a lay-off of an employee subsequently rehired following a dismissal to reduce the labour force shall not be regarded as an interruption in continuity of service, but the time actually spent away from regular duties shall not count as time served.

APPRENTICES

Section 24.

- a) The ratio of apprentices to journeymen shall be one apprentice for each ten (10) journeymen, or major fraction thereof. No new apprentice shall be employed during the life of this Agreement, unless by mutual consent.
- b) Provided this ratio shall not be exceeded except by mutual agreement of the parties hereto. Notwithstanding the ratio set forth as a basis of employing apprentices, no apprentice shall be laid off at any time during his apprenticeship term because the said ratio may become exceeded by a reduction in the number of journeymen employed.
- c) A Joint Apprenticeship Committee composed of two (2) representatives of the Company and two representatives of the Union shall be selected by the parties to 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.
- d) In filling apprenticeship vacancies, preference shall be given to apprentice members whose apprenticeship has been interrupted because of suspensions, mergers or consolidations of offices, or for other reasons provided said apprentice has not been discharged for cause.
- e) Apprentices shall be registered by the Secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by **Unifor CEF** laws) 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 term of his apprenticeship may be shortened to the extent of such accelerated advancement.
- f) Within sixty (60) days the foreman and the apprentice committee must recommend the apprentice for membership in the Union or terminate his/her

apprenticeship. If they recommend him/her for apprentice membership he must be admitted into the Union as an apprentice member. Apprentices to the printing trade shall be enrolled in and complete the Union Course of Lessons in Printing before being admitted as journeyman members of the Union.

- g) 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. Machinist apprentices must be trained on all phases of maintenance and repair of composing room equipment under the direction of a journeyman machinist. 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.
- h) Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his/her case shall be referred to the Joint Apprenticeship Committee for examination and action.
- i) Apprentices shall undergo periodic examinations before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this Agreement. The Employer or his Representatives have the right to be present and take part in any and all examinations.
- j) Chairmen of offices where registered apprentices are employed are required to make semi-annual 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 workmen such fact must be set forth in the report.
- k) No apprentice shall leave one office and enter the services of another employer without the written consent of the Joint Apprenticeship Committee.
- l) Apprentices shall receive not less than the following rates of wages:
First six (6) months, sixty (60%) per cent of scale, starting with the seventh (7) month and every six (6) months thereafter, five (5%) per cent increase.

	<u>1st 6 mos.</u>	<u>2nd 6 mos.</u>
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

STRUCK WORK, PICKET LINES

Section 25.

The Union reserves for its members and itself the right to refuse to execute any work coming from or destined for delivery to any department of Times Colonist, or any other newspaper, publication or wire services, or to any employer who furnishes supplies or material required for the normal operation of Times Colonist, in any of its departments and which is involved in a lawful strike or lockout.

Section 26.

The Company recognizes the right of individual Union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

JURISDICTION

Section 27.1

- a) The jurisdiction of the Union begins with the markup of copy and preparation of copy in the composing room and continues until the plates to be used on the printing press have been completed, and any new equipment or adoption of processes designed as a substitute for or evolution of work previously or presently performed by composing or stereotype employees shall be considered as being within the jurisdiction of the Union and consists of all employees performing such work. It is further agreed that only members of the Union shall be permitted to perform work on any process and any material which includes, but is not limited to all litho preparatory work, typesetting, makeup, paste-makeup, all camera work, photo-composition, makeup with the use of film which includes stripping and assembling and all work regardless of the material used in the making of any plate to be used for the Company's publications or commercial printing. Notwithstanding any of the foregoing language the jurisdiction of the Union shall also include all work allocations as defined by Paul C. Weiler in his awards of Sept. 6 and Oct. 13, 1977, and January 19, 1978.
- b) All material shall serve as copy for the Company's newspapers. Camera-ready copy may be used at the discretion of the Company.

SETTLEMENT OF JURISDICTIONAL DISPUTES

Section 27.2

- a) Notwithstanding any other portion or section of this Agreement, the Company shall give the Union and all other unions covered by a collective agreement with the Company, three (3) months' notice in writing when the introduction of a change of technology, method or procedure, the elimination of any job function

within the jurisdiction of the Union or the transfer to or combining of a job function within the jurisdiction of another union is contemplated.

- b) Should the Union or any other unions covered by a collective agreement with the Company foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination, the Union and the Company shall attempt to obtain a resolution to the problem.
- c) Should the parties be unable to resolve the problem it shall be submitted to one of the following arbitrators and the case shall be heard by the first available arbitrator: Mark Atkinson, David McPhillips or Mark Brown. The arbitrator shall conduct such inquiry as is deemed necessary and shall attempt to mediate a resolution to the problem.
- d) Should mediation of the problem fail, the mediator shall, within thirty (30) days, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
- e) This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections (a) to (d) above.
- f) The time limits outlined in this section may be altered by mutual consent of the parties to this Agreement.

Section 28.

- a) When the Company installs any automated equipment or devices, including but not limited to optical character readers, cathode ray or video display terminals, equipment or devices essential to pagination, or any similar equipment or devices or adopt any new processes, methods, systems or procedures, including but not limited to pagination, which substitute for or are evolution of the kinds of work set forth in Section 27, the Company agrees that such work shall be assigned within the jurisdiction of the Union to employees covered by this contract.
- b) All material shall serve as copy for the Company's newspapers. Camera-ready copy may be used at the discretion of the Company.

COMPUTERS

Section 29.

- a) It is agreed that when a computer is used to perform work within the jurisdiction of the Union only members of the Union shall perform such work. It is further agreed that the Union's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices; programming of composing room work where possible (except that

programming provided by the original lease or lessor) and maintenance (except that maintenance which because of its nature must be performed by the manufacturer) of all the foregoing equipment and devices. This matter shall not be subject to arbitration unless mutually agreed to by both parties.

- b) Back-Up Computer. During the period of any breakdown (mechanical or electrical) of any computer equipment processing composing room work, the parties agree that Management may use any other available outside computer equipment and personnel during the period of repair; and the Union agrees that its members will process work during such period provided that, while repairs are being made, there shall be no reduction of composing room staff.
- c) Notwithstanding any of the foregoing language of this section, the jurisdiction of the Union shall also include all work allocations as defined by Paul C. Weiler in his awards of Sept. 6 and October 13, 1977, and January 19, 1978.

TAPE

Section 30.

All copy originating in Greater Victoria shall be classed as local copy and must be perforated by members of Unifor, Local 2000 in the composing room of the Publisher unless the Union agrees that members of another union may perform such work.

TRAINING

Section 31.

The foreman shall give the Union three (3) months' notice when the Company intends to introduce any process or equipment which falls within the jurisdiction of the Union. Within ten (10) days after 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. Whenever possible, members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his preference claim who has not been afforded the opportunity to be retrained.

TECHNOLOGICAL CHANGE

Section 32.

- a) Definition: Any change in technology, method (1), or procedure (2) 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.

e.g. hot metal to cold type.

e.g. change in computer operation.

- b) The Employer guarantees to the Union that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change.

It is agreed that the number of employees as of **January 2, 2015**, was eight (8) (not including the people on LTD).

- c) The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise the Union and the Victoria Joint Council of Newspaper Unions.

The Company will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change.

- d) The number of employees may be reduced through attrition.

BEREAVEMENT LEAVE AND PAY

Section 33.

A regular employee will be granted four (4) days leave with pay between Sunday and Saturday inclusive in the event of the death of a member of immediate family which includes all in-laws and grandchildren, and one (1) additional day for a spouse or child. In the event of the death of a grandparent one (1) day leave with pay as above will be granted for the day of the funeral. The four (4) days will be increased to five (5) days for an immediate family death which occurs more than eight hundred (800) kilometres from Victoria.

FAMILY RESPONSIBILITY LEAVE

Section 34.

A regular full-time and a regular part-time employee is entitled to five (5) days without pay each calendar year (on a non-cumulative basis) provided shifts can be replaced at straight time wherever possible. The purpose of the leave is to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care.
b) the care or health of any member of the employee's immediate family.

JURY DUTY

Section 35.

- a) Employees called to serve on juries or called for service by any legal court or tribunal, excluding self-initiated suits other than in connection with their employment, shall receive their regular weekly wages during such periods of service less the amount of jury or witness fees.
- b) Any night shift employee called for jury service shall not be required to work on the eve of the first day called and the night after any subsequent days involving day-long (four (4) hours or more) attendance; any day shift employee called for night jury duty shall not be required to work on the day or days following the night or nights so spent.

ACCIDENT PAY

Section 36.

In the case of a compensable accident the Company will pay one hundred (100%) percent of an employee's wages less any amount recovered by the employee from WCB or other wage indemnity plan contributed to by the Company.

MISCELLANEOUS

Section 37.

- a) Each office shall have the "style" of the paper printed and kept corrected to date, same to be posted in a conspicuous place in the composing room.
- b) Proofreaders must be members of this Union.
- c) All proofs shall be read in the first instance by a member or members of the chapel unless waived by chapel chairman. This is not intended to prevent customer from seeing proof when the composing room has been unable to read proof up to that time.
- d) Under extraordinary conditions, such as a breakdown or unusual occurrence which affects the entire composing room, due to circumstances over which Management has no control, employees may be required to get out the regular edition at single price if work is not completed within the regular hours; provided work is interrupted for more than one continuous hour.
- e) The Company agrees to furnish at all times a healthful, sufficiently ventilated, properly heated and properly lighted place for the performance of all work done in the composing room.
- f) Upon presentation to the Company by an authorized Union Sanitation Committee that the sanitary provisions of this Agreement are not complied with, and are necessary to preserve the health of the employees, said Company agrees to comply with the recommendations of such Sanitation Committee.

- g) The Union reserves the right to secure the services of sanitation and ventilation experts at its own expense, whose report shall be submitted to the Company, who shall have the privilege of submitting said report to the provincial or municipal health officers for verification, which shall be final and carried out forthwith.
- h) The Company agrees to pay the salaries of employees involved in contract negotiations with the Times Colonist The Union agrees to reimburse the Company.

HEALTH AND WELFARE — SICK LEAVE

Section 38.

- a) All members of the Union shall be covered under the Printing Industry Welfare Plan.
- b) The Employer shall pay the first three (3) days absence due to illness at half (1/2) the employees' daily rate provided the employee qualifies for benefits under the Plan. Balance of first week and up to and including the second week one seventh (1/7) of Plan weekly rate per day. Third week and thereafter the Plan weekly rate plus one seventh (1/7) times fifty (50%) percent of difference between Plan weekly rate and employee's weekly rate per day. In cases of hospitalization or where the employee is absent due to illness for longer than one (1) week, the Employer will pay the first three (3) days at one hundred (100%) per cent of the employee's daily rate.
- c) DENTAL PLAN: The Company shall pay the cost of dental plan coverage as outlined in the Printing Industry Dental Plan effective December 1, 1974. The foregoing applies only to the levels and extent of coverage in effect at December 1, 1974, and the Union agrees that the Company will not incur any administrative costs or responsibilities under the Plan, and will have full rights to make representations regarding change of underwriter if it considers it necessary or desirable so to do.
- d) LONG-TERM DISABILITY PLAN: The Company agrees to continue the Great-West Life Assurance Company Long-Term Disability Plan introduced January 1, 1979, and further agrees that no reduction will be made in the level of benefit provided under the Plan.

The Management and the Unions agree to amend the current Long Term Disability Plan to ensure the following is provided:

- (i) Eligibility Delete reference to full time basis and decrease number of hours from thirty (30) to twenty eight (28).
- (ii) Exceptions and Limitations Pregnancy and Parental leave to be deleted to conform to Brooks/Safeway and Parcels.
- (iii) Appeals Process Need a copy of the appeal process.

e) The Company agrees to request the Radiation Protection Service of the Ministry of Health, B.C., to check all Video Display Terminals in 1990 and every two (2) years thereafter unless other dates are mutually agreed to. Results shall be made available to the Union.

f) The following is a summary of benefits which will be provided:

(i) For Employees and eligible dependents:

Medical Services Plan

Dental

- Eighty (80%) percent A (basic) coverage, fifty (50%) percent B (major restorative) coverage, fifty (50%) C (orthodontic, dependent children only) coverage.
- Unlimited maximum for A and B, fifteen hundred (\$1,500) dollars lifetime maximum for C.

Extended Health Care

- Twenty five (\$25) dollars deductible per calendar year (whether single or family).
- One hundred (100%) percent of emergency expenses while travelling outside of the province or Canada (\$1,000,000.00-one million lifetime maximum).
- Eighty (80%) percent of the first twelve hundred and fifty (\$1,250.00) dollars of all eligible in-province expenses, one hundred (100%) percent thereafter.
- Vision care: Eighty (80%) percent reimbursement to a maximum of two hundred and seventy five (\$275.00) dollars per person in any two (2) calendar years.
- Eye exams: **one hundred and twenty (\$120.00) dollars per person every twenty four (24) months for members and their eligible dependents.**
- Foot Orthotics: Two hundred (\$200.00) dollars per person each calendar year (adults, dependent children).
- Physio/Massage Therapist: **(Combined Maximum) Four hundred and eighty (\$480.00) dollars per person each calendar year for members and their eligible dependents. One hundred (100%) percent of first forty (\$40.00) dollars per visit, for members and eligible dependants to a maximum of twelve (12) visits.**
- Chiropractor/Naturopath: **A (Combined Maximum) Four hundred (\$400.00) dollars per person each calendar year for members and their eligible dependents. One hundred (100%) percent of first forty (\$40.00) dollars per visit, for members and eligible dependants to a maximum of ten (10) visits.**
- Acupuncture: Two hundred (\$200.00) dollars per person each calendar year.

(ii) Employees only:

Weekly Indemnity

- Sixty (60%) percent of weekly earnings to a maximum of Five hundred and twenty four (**\$524.00**) dollars **or EI Maximum** per week (**whichever is greater**).
- The benefits are payable from the first day disabled due to an accident or from the fourth (4) day disabled due to illness.
- Payments will continue while you are disabled for a maximum of fifty two (52) weeks.
- No Weekly Indemnity benefits after age seventy (70).

Group Life and A.D.&D

- Group Life – One hundred thousand (\$100,000) dollars
- A.D.&D. – Seventy five thousand (\$75,000) dollars
- Benefit reduces by fifty (50%) percent at age sixty five (65) and terminates at age seventy (70) for active employees.

- g) **Whenever there is a request for medical information, the Company shall pay up to fifty (\$50.00) dollars per request.**

Unless otherwise noted, all benefits terminate after age seventy (70) for active employees. Cost of all premiums will be paid ninety (90%) percent by the Employer and ten (10%) percent by the employee.

UNIFOR MULTI-EMPLOYER PENSION PLAN

Section 39.

- a) The Employer agrees to contribute to the **Unifor** Multi-Employer Pension Plan hereinafter sometimes referred to as the Plan \$13.375 per shift (see letter of agreement re Sunday Work), for each employee covered by the 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. The Employer further agrees that employees may top up contributions to a maximum of \$16.875 per shift. Contributions shall be made for any shift for which an employee receives compensation (e.g.: sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty). The Plan is administered jointly by Union and employer 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 to the attention of Mrs. Anna Szanto, Senior Pension Administrator, Aon Consulting Inc., 145 Wellington St. West, Suite 500, Toronto, Ontario M53 1H8, 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 Shop Steward a copy of the remittance information provided to the administrator within five (5) days of remittance of any such contributions.
- 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 Trust to which the Employer has made contributions.

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

COMPANY PENSION PLAN

Section 40.

A two (2) year upgrade from January 1, 1992 to January 1, 1994 will apply to both the Thomson and Southam portions of the plan.

CHAPEL MEETING

Section 41.

All chapel meetings shall be held outside working hours. The chapel chairman shall not be denied permission to leave the composing room for the purpose of conducting Company-Union business.

DUES CHECK-OFF

Section 42.

Subject to the *Labour Relations Code of British Columbia* the Company shall deduct membership dues bi-weekly from the earnings of each member of the Union working for the Company and shall remit said funds to the Union monthly no later than seven (7) days after the last Saturday of each month. 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
DUES

To: _____

I hereby assign to Unifor Local 2000, and authorize you to deduct bi-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 **Unifor**, Local 2000.

(Employee's Signature)

INDUSTRIAL FIRST AID REQUIREMENTS

Section 43.

The Union and the Employer accept first aid regulations as per the Workers' Compensation Act.

PARKING

Section 44.

The Union will receive at least ninety (90) days notification of any contemplated change in present parking facilities or fee structure and the two parties shall discuss alternative arrangements.

LETTERS OF DISSATISFACTION

Section 45.

Letters of dissatisfaction, written records of reprimand and warnings shall be removed from the employee's personnel file and destroyed eighteen (18) months from the date of issue of the document.

The foregoing provisions apply provided that no further disciplinary action has occurred within the above referenced time period.

REVIEW OF PERSONNEL FILES

Section 46.

An employee shall have the right to make an appointment with the HR department to access to his/her personnel file for the purposes of reviewing the material contained therein. Upon request the employee will receive copies of pertinent information from the file. The employee may have included in the file a response to anything contained therein.

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of _____, 20_____.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 1

**UNIFOR, LOCAL 2000
TC PUBLICATION LIMITED PARTNERSHIP**

RE: SUNDAY WORK

In recognition of the Union agreeing to amend Section 9 (a) of the collective agreement, the Company will increase the rates under Section 39 (a), Pension Plan, by three (\$3.00) dollars per shift for each employee eligible for a pension contribution as at June 1, 1995.

The Company further agrees that any negotiated pension increases during the term of this Collective Agreement will be applied to the contribution levels in Section 39 (a) in addition to the increase outlined above.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 2

between

UNIFOR, LOCAL 2000

and

TC PUBLICATION LIMITED PARTNERSHIP

RE: DIRECT DEPOSIT PAY CHEQUES

It is agreed that direct deposit of pay cheques may be commenced by the Management of the Times Colonist on the following basis:

1. Entry to the direct deposit system shall be voluntary for all current priority situation holders and substitutes, but mandatory for all new substitutes and new priority situation holders.
2. There shall be one (1) month's notice of start-up of Direct Deposit.
3. Employees shall provide a voided cheque, or deposit slip, with the applicable information to institute direct deposit in addition to signing an authorization form.
4. Deposits shall be to the savings institution of the employee's choosing.
5. Deposits shall be done electronically not later than 12:01 a.m. **every second** Friday.
6. Pay 'stubs' will be provided to each employee not later than **the bi-weekly** Friday **they receive their pay cheque.**
7. Vacation pay shall be deposited electronically to the bank account of the employee on the last pay day preceding the vacation period, if requested in advance by the employee
8. Employees may change their designated financial institution upon one month's written notice to the payroll department.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 3

Between

UNIFOR, LOCAL 2000

RE: CRAFT PAY RATES

The undersigned parties hereby agree that in the event another bargaining unit at the Times Colonist reduces its hours of work to less than thirty seven and a half (37.5) hours per week, and retain a weekly wage rate that is greater than that currently enjoyed by the members of **Unifor**, Local 2000 on an hourly rate basis, the Times Colonist will adjust the wage rate for the members of **Unifor**, Local 2000 to the extent necessary to achieve parity (to the maximum of the full weekly craft rate).

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 4

between

UNIFOR, LOCAL 2000

and

TC PUBLICATION LIMITED PARTNERSHIP.

RE: WEEKLY INDEMNITY BENEFITS

Once an employee files a claim for weekly indemnity benefits under the PIWP, the employee may request and receive an advance of funds equal to the amount of the net benefit payable under the WI Plan. Such advance will be repaid to the company as soon as the benefit cheques are issued from the insurance carrier or as soon as the employee returns to work and receives his/her first pay cheque, whichever is earlier. Should there then be an outstanding balance owing to the company from the advance, the company will have the right to recover such balance through payroll deduction from the employee's regular pay. Such deductions will only be made after consultation with the Union and will not exceed twenty five (25%) percent of the net pay for the employee in any event.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 5

between

UNIFOR, LOCAL 2000

and

TC PUBLICATION LIMITED PARTNERSHIP

RE: PENSION PLAN

Re: Section 39

- (a) The parties agree to adjust Section 39 (a) of the Collective Agreement to remove the sentence: "The Employer further agrees that employees may top-up contributions to a maximum of 16.875 per shift."

The parties further agree that effective Jan. 1, 2005, the employer shall contribute pension contributions for each eligible employee at the rate of Thirty five (\$35.00) dollars per shift; effective Jan. 1, 2006, the employer shall contribute pension contributions for each eligible employee at the rate of forty five (\$45.00) dollars per shift. Each employee's wage will be adjusted to reflect that the employer has taken over contributing the employee's top-up amount.

The parties also agree that the employer takes no responsibility in the event that employee contributions exceed said employee's maximum contributions as determined by Revenue Canada.

This letter shall form part of the current Collective Agreement and shall expire concurrent with the collective Agreement.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 6

between

UNIFOR, LOCAL 2000

and

TC PUBLICATION LIMITED PARTNERSHIP

RE: LTD COMMITTEE

The company and the unions agree to set up a committee comprised of up to three (3) Union Representatives and up to three (3) Company representatives to finalize changes to the LTD Plan as follows:

- All correspondence from the insurance carrier to the employee or the employee's doctor shall be forwarded to the company's HR Department.
- Upon obtaining a release from the employee, the company will forward applicable correspondence to the Union and the employee's doctor as required to assist the employee in compliance with the Plan rules.
- A comprehensive booklet will be developed and provided to each eligible employee. Such booklet shall include all relevant information about the Plan including rehabilitation criteria and responsibilities, appeal procedures and time limits.
- Should the carrier require on-going or additional medical information from an employee's doctor, such request shall be made directly to the doctor with a copy being sent to the company's HR department.
- The Plan will be revised to include access to the Plan for employees who are pregnant or on maternity leave as per the Brooks/Safeway Supreme Court decision.
- Provided any delay in arriving at a timely determination of status, including through any appeal process, is not caused by a delay of information for which the employee is responsible, benefits will be continued until a final determination of the claim is made.
- Should there be a disagreement on the assessment/determination of an employee's eligibility for benefits between the employee's doctor and the insurance carrier, the committee shall meet to discuss the issue(s). Such discussion may include whether the employee should be seen by an independent doctor selected by the Committee for a further assessment.

Signing page for LOA # 6

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 7

between

UNIFOR, LOCAL 2000

and

TC PUBLICATION LIMITED PARTNERSHIP

RE: EXTRA WORK GRIEVANCE

The Union withdraws the "Extra Work" grievance filed against the Victoria Times Colonist in consideration of the following:

The Union agrees that Section 19 — Extra Work — does not cover substitutes that are called in for coverage as per Section 16 — Vacations — subsection (g).

The Company and the Union agree over the term of January 2, **2015** to January 1, **2019** to not engage outside contractors to do compositors work.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO. 8

BETWEEN:

**TC PUBLICATION LIMITED PARTNERSHIP
(the "Employer")**

AND:

**UNIFOR, LOCAL 2000
(the "Union")**

RE: KARL BRUST & BOB STUART

Karl Brust & Bob Stuart shall be fully integrated into the Composing Room Collective Agreement with all the same rights, wage rates, hours of work and conditions as other composing room members except with regards to the pension plan.

They shall remain in the Canadian Multi Employer Retirement fund for Graphic Arts Media. The Employer will make pension contributions in the amount of \$13.375 per shift for Stuart and Brust to the Canadian Multi Employer Retirement Fund for Graphic Arts Media. To give further effect to this, the parties agree that Section 39 of the Compositors Collective Agreement does not apply to Stuart or Brust.

Dated _____

FOR:
TC PUBLICATION LIMITED
PARTNERSHIP

FOR:
UNIFOR
LOCAL 2000

Jim Ritchie
Director of Human Resources

Peter McQuade
National Representative

Catherine McConnell
Director of Finance

Roy Sweet
Committee Member

LETTER OF AGREEMENT NO 9

BETWEEN:

TC PUBLICATION LIMITED PARTNERSHIP

(the "Employer")

AND:

UNIFOR, LOCAL 2000

(the "Union")

UNIFOR LEAVES OF ABSENCE

SECTION 28

- (a) If an employee is elected or appointed to a position in the Unifor National Union, or the CLC, or Unifor Local 2000, or any organization with which Unifor is affiliated, he/she shall be given a leave of absence without pay upon request and shall be reinstated in the same or a comparable position when the leave expires.**
- (b) A leave of absence without pay upon seven (7) days written notice shall be granted to employees elected or appointed delegates to conventions of Unifor, CLC, or any organization with which Unifor is affiliated or as a delegate to special meetings called by Unifor or a branch thereof or by an organization with which Unifor is affiliated.**
- (c) A leave of absence without pay will be granted to an employee who requests such leave for the purpose of becoming a candidate for a public office or for a political party. If an employee who is granted leave of absence for this purpose is successful in his/her bid for such position, their employment will be terminated. If the employee is unsuccessful, then he/she shall return to work within thirty (30) days of the date of the election and be reinstated in the same or comparable position. Failure to return within thirty (30) days will constitute notice of termination by the employee. His/her employment will be terminated on the thirty first (31st) day.**

Leaves under subsections, (a), (b) and (c) of this Section may be deducted in computing severance pay, vacations and statutory holiday pay. Vacation credits and statutory holiday pay will not be earned by employees while on such leaves.

All benefits shall cease at the end of the month the employee begins the leave.

Signing page for LOA #9

Dated _____

**FOR:
TC PUBLICATION LIMITED
PARTNERSHIP**

**FOR:
UNIFOR
LOCAL 2000**

**Jim Ritchie
Director of Human Resources**

**Peter McQuade
National Representative**

**Catherine McConnell
Director of Finance**

**Roy Sweet
Committee Member**

LETTER OF AGREEMENT NO 10

BETWEEN:

**TC PUBLICATION LIMITED PARTNERSHIP
(the "Employer")**

AND:

**UNIFOR, LOCAL 2000
(the "Union")**

Safety Footwear Allowance

Where required under Worksafe BC OHS guidelines

Beginning January 2st, 2015 and upon submitting a receipt; Composing Department employees required to work in the platemaking room shall receive a safety footwear allowance in the amount of up to two hundred (\$200.00) dollars every two (2) calendar years.

Dated _____

**FOR:
TC PUBLICATION LIMITED
PARTNERSHIP**

**FOR:
UNIFOR
LOCAL 2000**

**Jim Ritchie
Director of Human Resources**

**Peter McQuade
National Representative**

**Catherine McConnell
Director of Finance**

**Roy Sweet
Committee Member**

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.

Section 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.

Section 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 **Unifor**, Local 2000.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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

Section 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.

Section 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.

Section 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 (72) hours after the journeyman is informed of discharge.

Section 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.

Section 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.

Section 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.

Section 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.

Section 13.

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

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 (5) day law and for the convenience of journeymen desiring to engage a substitute.

Section 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 **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.

Section 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.

Section 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 **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.

Section 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 (90) calendar days in any twelve (12) month period without loss of situation or priority: provided, journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

Section 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.

Section 6.

Any journeyman engaged to serve **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 (30) nor more than ninety (90) 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.

Section 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.

Section 8.

Journeyman 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.

Section 9.

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

Section 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 composing room or the mailing room.

ARTICLE VI

Section 1.

Five (5) 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 (5) shifts or less than five (5) shifts within a financial week, except when a contract has been entered into for a shorter work week of no more than eight (8) 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 workweek at less than the overtime rate.

Section 2.

Not less than time-and-one-half (1 ½) 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.

Section 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 (1 ½) 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.

Section 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.

Section 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.

Section 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.