

Collective Agreement

between

Prince George Citizen

and

Communication, Energy & Paperworkers Union of Canada
Local 1997

Begins:
05/01/1996

Terminates:
05/01/2001

11763 (01)

CONTRACT
THE PRINCE GEORGE CITIZEN,
A DIVISION OF SOUTHAM INC.
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

PREAMBLE

This agreement made and entered into this nineteenth day of November, 1996, between The Prince George Citizen (a division of Southam Inc.) through its authorized representatives, party of the first part, hereinafter referred to as the Employer, and Communications, Energy and Paperworkers Union of Canada, Local 868, by its committee authorized to act on its behalf, party of the second part, and hereinafter referred to as the Union, WITNESSETH.

ORGANIZATION OF CONTRACT

This contract is organized as follows:

- a) Sections common to all departments listed below excluding Delivery Drivers.
 - Composing/Pressroom Department
 - Newsroom Department
 - Mailers and Inserters Department
 - Business, Accounting & Classified Department
 - Circulation Department
 - Advertising Display Department
- b) Sections applicable only to the Composing/Pressroom Department.
- c) Sections applicable only to the Newsroom Department.
- d) Sections applicable only to the Mailers and Inserters Department.
- e) Sections applicable only to the Business, Accounting & Classified Department.
- f) Sections applicable only to the Circulation Department.
- g) Sections applicable only to the Advertising Display Department.
- h) Sections applicable only to Delivery Drivers.
- i) Letters of Agreement

RECEIVED
JUL 31 1998

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COMMON (EXCLUDING DELIVERY DRIVERS)

UNION SHOP

- A. The term of this collective agreement extends from May 1, 1996 to May 31, 2001. During the term of this collective agreement, or any extension mutually agreed upon, the employer agrees to employ only members of the Union to perform all the work within the jurisdiction of the Union.
- B. The employer recognizes the union as the sole collective bargaining agent for the employees covered by this agreement. Both parties hereby consent and agree to negotiate whenever the union or the company desires in any and all matters affecting the relationships between the employer and the employees.
- C. The employer shall require as a condition of employment that all employees covered under the contract become and remain members of the Union in good standing thirty (30) days after becoming an employee.
- D. The supervisor/foreman shall not be disciplined by the Union for carrying out the instructions of the Employer, authorized in this contract and scale. Union representatives of the employees shall not be subject to discipline or discharge for any act in the performance of their duties as representatives of the Union.

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2) EMPLOYMENT SECURITY

- A. In cases of gross misconduct the Union shall be notified immediately and shall have until the next publication day following to make representation to the Employer on behalf of the employee before further action is taken by the Employer.
- B. Dismissals to reduce staff for reasons of economy shall be in inverse order of seniority within each job classification, An employee may claim the job of another employee with less seniority in a job classification in which he or she has worked at the Citizen or is competent to perform.
- C. If, following dismissal of an employee(s) for reasons of economy, the Employer shall decide to increase the staff, those discharged to reduce the force shall have the first opportunity to fill the position(s).
- D. An employee recalled shall be paid the applicable minimum for the experience classification in which he or she worked before dismissal.
- E. Every employee laid off for reasons of economy, upon notification of recall by the Employer, shall report for duty not more than two weeks after such notification or the employee shall be deemed to have waived his or her right to recall.
- F. New employees shall be on probation for three months and may be dismissed at any time within that period without recourse to the grievance procedure.
- G. Within four weeks of becoming a probationary employee each employee will receive a formal evaluation and a minimum of two weeks to improve upon unsatisfactory performance.
- H. There shall be no dismissal of, or discrimination against, any employee because of his/her membership or activity in the Union or because of age, sex, race, creed, color, national origin, marital or parental status, lawful political activities or religious beliefs.
- I. Where the conduct or efficiency of an employee reaches a stage where an expression of extreme dissatisfaction is necessary, the employer shall, whenever possible, so advise the Union and the employee concerned.
- J. Such notice shall be in writing and the employee shall be furnished pertinent details of any such complaint.
- K. If this procedure is not followed, such expressions of dissatisfaction shall not be used against the employee at any time.
- L. Part-time and temporary employees shall not be engaged where, in effect, such employment would eliminate or displace a regular or full-time employee.

M.C

3) SENIORITY

- 10.e.3
8.C.2
- A. Seniority of employees as used in this agreement means continuous length of service with the Employer. Employment shall be deemed continuous unless interrupted by:
 - I. dismissal for just and sufficient cause or
 - II. dismissal due to resignation or
 - III. retirement.
 - B. Employees may claim new shifts, new starting times, new off days and have a choice of vacation schedule in accordance with their seniority standing within their job classification.

4) RETRAINING

- 7.a.1
- A. New employees hired into permanent positions will be given an orientation training period not to exceed one day, to familiarize them with the processes and equipment in their and other relevant departments.
 - B. With the approval of the employer, courses relevant to employees work or retraining, will be paid for by the employer, upon successful completion.

5) JOB POSTING

- A. The employer will post notices on bulletin boards throughout the building of all openings for employment, such notice to remain posted until the position is filled. Such posted notices shall contain the wage rate and such other information which may be of assistance to employees considering applying for the position, Current employees shall receive first consideration for all openings.

6) TRANSFERS

- 5.a.1
- A. Employees may be transferred from one position to another at the call of the supervisor/foreman. The supervisor/foreman cannot be required to make any transfer for any purpose which, in his or her opinion, decreases the efficiency of the office. In no case shall a supervisor/foreman transfer a person to a job classification he/she is not familiar with and then declare him/her incompetent.

7) HIRING AND PROMOTION

- A. No employee shall in any way be penalized for refusing to accept a promotion or a transfer or for not working a shift other than a scheduled shift.
- B. If an employee is promoted, he or she will be given a three-month probation in the new position, and such probation may be extended by agreement between the Union and the employer. If either an employee or the employer find the promotion unsuitable, the employee shall have the opportunity of returning to his or her former position at his or her former salary.
- C. The employer agrees to recognize and to carry out in practice, whenever feasible and in its best interests, the principle of promotion of staff members under union jurisdiction.
- D. Employees promoted to a higher position for a temporary period because of vacations, illness or leave of absence shall receive the higher rate of pay for such period of service.
- E. The employer shall hire employees without regard for age, sex, race, creed, color, national origin, marital or parental status, religious belief, or lawful political or union beliefs or activities.

8) EMPLOY AND DISCHARGE

- A. Supervisors/foremen have the right to employ help and may discipline or discharge for:
 - I. incompetence or
 - II. neglect of duty or
 - III. gross misconduct or
 - IV. to decrease the workforce
- B. A disciplined or discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his or her discipline or discharge.

9) SEVERANCE PAY

10. B. A
- A. One week's severance pay for each six months of continuous service to a maximum of 52 weeks wages shall be paid on loss of situation caused through permanent suspension of publication or consolidation or reduction of the work force for economic reasons. This shall not apply in the case of an employee voluntarily leaving the employ of the company or for being discharged for just cause and suspension due to illegal action or strike by the Union.
 - B. In the event an employee who has received severance pay is re-employed as a regular full-time employee before the elapsed time between his/her termination and re-employment equals the number of weeks of severance pay received by him/her, he/she shall be required to return to the company the severance pay received which is in excess of the period of his/her unemployment.
 - C. No employee shall receive more than the maximum severance pay provided for herein whether in one lump sum or as a result of more than one severance payment.
 - D. The company agrees to pay tuition fees for employees who successfully complete job-retraining programs at provincially certified colleges and universities during the period covered by severance pay.
- F. B

10) GRIEVANCE PROCEDURE

- A. Any employee grievance must be submitted to the chapel chairperson within 15 working days of its first coming to the attention of the affected party.
- B. A grievance must first be brought to the attention of the union chapel chairperson who will attempt to resolve the dispute with the department head within 48 hours.
- C. If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee. A grievance lodged by the employer shall be submitted directly to the joint standing committee.
- D. A standing committee of two representatives of the employer, and a like committee of two representatives of the union, shall be appointed. The committee representing the union shall be selected by the union, and in such case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his or her place.
- E. The joint committee shall meet within 5 days to deal with all disputes which may arise as to the wages herein provided, the construction to be placed upon any clause of the agreement, or alleged violations thereof, which cannot be settled otherwise. Such joint committee shall meet at a mutually satisfactory time to the parties when any questions of difference shall have been referred to it for decision by the executive officers of either party to this agreement. If a majority decision is reached by the joint standing committee, it shall be binding upon both parties.
- F. Should the joint committee be unable to agree, then either party may refer the matter to arbitration within 15 days. The parties agree to the use of a sole arbitrator, who will be mutually agreed upon. The arbitrator shall conduct the hearing within 20 days from the date when either party requested arbitration. Within 10 days of completion of the hearings the arbitrator shall render his/her decision. 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. Wherever a stipulated time is mentioned in this section, the said

time may be extended by mutual consent of the parties or the representatives. The cost of the arbitrator shall be borne equally by the parties.

11) LABOUR RELATIONS ACT OF BRITISH COLUMBIA

- A. It is mutually agreed and understood that the operation of Subsection (1) of Section 87 of the Industrial Relations Code of British Columbia shall be inoperative and shall not be applicable to this agreement.

12) HOURS OF WORK

- S.B.G. 1 1/2*
- A. Effective as of December 1, 1996, the regular work for full-time employees week shall comprise 36 hours, exclusive of lunch consisting of five 7.2 hour shifts.
- B. All employees employed by the Company at the time of signing of this contract shall receive two consecutive days off in every seven, or two consecutive days off following each five-day period worked.
- C. Hours worked between 6 a.m. and 6 p.m. shall be paid at the day rate. Effective as of September 29, 1994, hours worked between midnight and 6 a.m. shall be paid at the night rate. Effective as of September 29, 1994, hours worked between 6 p.m. and midnight shall be paid at the afternoon rate. When the majority of the shift is worked during afternoon or night hours, the entire shift shall be paid at the afternoon or night rate as appropriate.
- D. The night shift differential is 10 per cent above the basic day rate. Effective as of September 29, 1994, the afternoon shift differential is 7.5 per cent above the basic day rate.

13) LUNCH HOUR

- A. There will be a lunch period of at least 30 minutes and not more than one hour each shift, as near the middle of the employee's shift as the workload allows.

14) OVERTIME

- g.c. 3/4*
D=0
g.c. = g.c. 1
D=3
- A. Overtime shall be paid for the actual time worked at the rate of time and one-half based on the hourly wage paid. Any fraction of one-quarter hour overtime shall be considered as one-quarter hour overtime and so by quarter hours. Not less than double time shall be paid for any shift worked in excess of five within a financial week. Double time shall be paid after three hours overtime during a regular work week. Double time shall be paid after completion of fifth shift. When a member is required to work on his/her regular off-day or off-night not less than overtime rate shall be paid for such work performed. Although the overtime rate applies to the sixth shift, the Union will endeavor to supply enough people to make the sixth shift work unnecessary.
- B. Under extraordinary conditions (Act of God, flood, etc.) which affects the entire in-plant operation due to circumstance over which the office has no control, employees may be required to get out regular editions at single price, if work is not completed within the regular hours.
- C. Overtime shall be given out by the chapel chairperson as requested by the supervisor/foreman.
- D. The employee shall have the option of compensation for all authorized overtime either in wages or in time off at a time mutually agreeable to both the employer and the employee.
- E. Employees who take time off in lieu of overtime pay shall be entitled to double time for all overtime.
- g.b*

15) NOTICE TO CHANGE START TIME

- 8.6.14
F
- A. The supervisor/ foreman shall have the privilege of calling the workforce or any part of it to work at different hours. When the usual hour for starting work is to be altered, twenty-four (24) hours notice shall be given by the supervisor/foreman to the chairperson of the chapel. All the time covered by this agreement belongs to the office, and employees shall perform any duties pertaining to work in their department assigned to them by the supervisor/foreman, subject to the provisions of this contract.
 - B. There will be a minimum 10 hour turn around from the completion of one regular shift to the beginning of the next.

16) CALLBACK

- A. Employees called back after having left the office shall receive one hour's pay for such call back in addition to the prescribed rate of pay. Employees so called back shall be duty-bound to comply with the call, if it is in their power to do so.

17) FULL SHIFT

- A. Where appointments cannot be scheduled during nonworking hours, employees whenever possible will be given time off during regular working hours under the provision that the time will be made up at a time acceptable to the employee and the employer or wages deducted for the time absent.
- B. No full-time member shall be employed for less than a full shift.

18) PART-TIME AND TEMPORARY EMPLOYEES

A. Definition:

- AA 2.1
- I. A part-time employee is one who is hired to work regularly less than 70 per cent of the work week provided in this agreement.
 - II. A temporary employee is one who is hired to:
 - a) Cover a leave of absence due to illness, disability or maternity for the duration of the leave.
 - b) Cover vacation absences for a maximum continuous period of six months.
 - c) For a special project or for a specified time, in either case not to exceed six months. The union shall be notified in writing of the nature of such a project and its duration.
 - III. Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.
 - IV. In the event of a part-time employee or temporary employee becoming a full-time employee, he/she shall be credited with time previously served on an hour-for-hour basis.
 - V. Part-time employees called in to work shall be paid for a minimum of four hours.

B. Benefits:

- AA.C. 1#3
- I. Regular part-time employees shall receive statutory holidays, accident pay, jury duty, and bereavement leave according to the contract but based on the average number of hours worked the previous week compared to the full-time work week.
 - II. Sick leave will be based on the average number of hours worked during the previous two weeks compared with a full-time week.
 - III. Part-time employees shall receive holiday pay of 6 per cent for the first five years of employment, 8 per cent after six years of employment, 10 per cent after 11 years of employment and 12 per cent after 20 years of employment.
 - IV. For regular part-time employees, absence due to verified illness will not count against them in the calculation to establish average hours.

19) VACATIONS WITH PAY

12.8
1-3
6-4
11-5
20-6
14.0

- A. Employees who have been regularly employed for one or more consecutive years, shall be entitled to three weeks vacation with three weeks pay. Employees with six or more years shall be entitled to four weeks vacation with four weeks pay. Employees with eleven or more years service shall be entitled to five weeks vacation with five weeks pay. Employees with twenty or more years service shall be entitled to six weeks vacation with six weeks pay.
- B. Substitutes working less than 150 shifts shall receive one (1) day's holiday with pay for each 15 shifts worked. Substitutes entitled to four (4) weeks vacation that worked less than 150 shifts shall receive one (1) days holiday with pay for each 10 shifts worked. Substitutes entitled to five (5) weeks vacation that worked less than 150 shifts shall receive one (1) days holiday with pay for each eight shifts worked. Due allowance to be made for authorized leaves of absence because of sickness or other justified causes. Vacation pay scale in each case shall be the straight time rate currently paid to the employee.
- C. Vacation pay will not be allowed for vacations not taken.
- D. When a member ceases employment for any reason he/she shall receive pay for accumulated vacation credits.
- E. It is agreed that the employer shall not be obliged to fill the positions of employees on vacation but may do so at his/her own discretion.
- F. Vacations shall be used by December 31st of the year in which they are applicable. Any variation from this shall be mutually agreed upon between the employer and the employee. A calendar shall be posted in each department on which employees' can indicate their vacation preferences by the full week with a deadline of March 31. Any vacation time and time from previous years shall be given in seniority order after all employees holidays have been chosen. The employer will make any necessary changes to limit the number of employees on vacation at a specific time by April 15th.

20) PAID HOLIDAYS

g.c. 4
D=0
12.0
11

- A. All work done on Sunday, except for regular editions, shall be paid for at double time. New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and one extra days holiday in lieu of a birthday holiday (to be taken on a day mutually agreeable to the supervisor/foreman and the employee) shall be considered holidays. If no work is performed, situation holders and apprentices shall be allowed the aforementioned days without loss of pay.
- B. A holiday shall consist of a clear twenty-four (24) hours from regular starting time, provided that any new holidays recognized by the Employer by not publishing, shall be treated in the same manner as the above-mentioned holidays.
- C. For every holiday that falls on a day not regularly worked, the employee shall be given one day's full pay or another working day off in lieu of said day with no loss of pay. The day off is to be given at a time suitable to the supervisor/foreman and the employee concerned.
- D. Such statutory holidays shall be paid at double rates plus the regular rate of pay if worked. When a member of the bargaining unit works a full shift on a statutory holiday the employee shall receive a full day's pay for the holiday plus an additional two days off with two days pay.
- E. When a holiday falls during the work week, the off-night for night shift employees shall be either the night prior to the holiday or the holiday night at the discretion of the Employer, provided that 48 hours notice shall be given. When a holiday falls on Friday or Monday, the night prior to the holiday shall be the off-night for night shift employees.

g.c. 5
D=0

21) SICK LEAVE

- 12i
- A. Regular employees who have worked for the employer for from one to ten years shall be entitled to sick leave of two work weeks per contract year with regular pay. Regular employees who have worked for the employer for ten years or more shall be entitled to sick leave of three weeks per contract year with regular pay. Regular employees who have worked for the employer for over twenty-five years shall be entitled to five weeks sick leave with regular pay. Upon completion of the 90-day probationary period, all employees covered by the terms of this collective agreement, when absent from work due to illness or injury, will be entitled to time off at the rate of one day off for each month worked up to a maximum of five days.
 - B. Sick pay may be accumulated up to a maximum of sixteen (16) weeks.
 - C. All cases of sick leave are subject to presentation of a physician's certificate, compulsory after five days.
 - D. In cases where employees receive insurance benefits under the company's group plan during the period that company's sick pay is received, such insurance benefits shall be paid over to the party of the first part.
 - E. Full sick pay will be paid until the start of the Long Term disability coverage for all employees who have accumulated 16 weeks of short-term sick pay.
 - F. If an employee is laid off or leaves the employ of the company voluntarily, he or she shall receive one day's pay for each week of accumulated sick time.
 - G. On retirement, when tenure and age total 80 years or more employees shall receive accumulated sick time to a maximum of 11 weeks.

22) MATERNITY/PATERNITY LEAVE

- 12 f. 1/3
N=52
- A. Unpaid maternity/paternity leave of at least twelve (12) months shall be granted upon request from an employee.

23) BEREAVEMENT LEAVE AND PAY

12. d. 3
P=5
- A. In the event of a death in the immediate family (spouse, children, stepchildren, step-parents, father, mother, father-in-law, mother-in-law, brothers and sisters) regular scheduled employees shall be granted a maximum of five days with pay for the purpose of making funeral arrangements and-or attending the funeral. Three days will be granted for the death of a sister-in-law, son-in-law, brother-in-law, daughter-in-law, grandparents, step-parent or grandchild.
 - B. If the person in charge of making funeral arrangements has to travel more than 640 kilometers from the City of Prince George, a maximum of five days bereavement leave will be granted.

24) LEAVES OF ABSENCE

- 12 h 3
- A. Unpaid leaves of absence will be considered by the company only after all the vacation and other accumulated time off credits of the employee applying for a leave of absence have been used. Seniority will not accumulate during a leave of absence of more than 30 days.

25) OUTSIDE WORK

- A. Any employee is free to engage in outside activities provided they are performed on his or her own time and do not conflict with his or her regular duties and provided they are not in competition with the business of the employer. No employee shall exploit his or her connection with the employer.

26) POLITICAL ACTIVITIES

18. h 3
- NL
- A. Employees may seek election to public office provided that there is no conflict of interest with their duties of employment.
 - B. When meetings which are of concern to the elected employee are held during the employee's normal working hours, the employer may grant leave without pay to employees elected to such office to enable them to attend provided the efficiency of the employer's work place is not impeded.
 - C. If an employee is elected to public office, on written request, the employer shall grant a leave of absence without pay for the term of office. Competency must be re-established within 90 days of return to work.

27) JURY DUTY

- A. The company agrees to continue its policy of paying the difference between the jury duty fee and the straight time shift rate normally earned by an employee for each day call for jury duty.

28) HEALTH AND WELFARE

13. a 2
100%
2/5
- A. The company agrees to pay 100 per cent of the costs of the Medical Services Plan of British Columbia.
 - B. The employer shall require all employees who use VDTs to have their eyes tested by a medical eye specialist prior to the use of a VDT and thereafter every year a similar eye test is to be performed.
 - C. The company shall pay the cost of any new corrective glasses required by employees who use VDTs after the initial test establishes the condition of the employee's eyes and the eye specialist, ophthalmologist, says eyes need corrective lenses because of VDT usage.
 - D. If a pregnant employee chooses not to monitor a VDT and other work is available in the department, she shall be reassigned to such work and paid at her regular rate. Where work reassignment is not available a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
 - E. Rooms in which VDT units are in use shall have an especially designed environment suitable for the use of such devices. The design shall be a matter for agreement by the Health and Safety Committee which shall pay special attention to the on-going safe operations of such devices.
 - F. An employee working continuously on a VDT shall be given a 15-minute rest period every two hours of continuous work on such a device.
 - G. The employer agrees to maintain during the lifetime of this agreement all welfare benefits in existence at the time of signing, except that changes or substitutions may be made if these are to the benefit of the members of the various plans. Any changes will be fully disclosed to all employees.
 - H. Each year, when employees receive the information about their benefit package, meetings will be organized at which all employees can review the options available to them and make adjustments to their benefit package.
 - I. Eyeglass coverage is \$100 for new lenses every 12 months and \$100 toward lenses and frames every 24 months. This is subject to the supplementary medical insurance plan.
13. a 5 (S)

29) HEALTH AND SAFETY COMMITTEE

- A. A health and safety committee of four shall be formed with two members selected by the Employer and two members selected by the Union. The committee shall appoint one member as chairperson. To this committee shall be referred by management and employees any question that may arise concerning the health and safety of employees. The committee shall meet not less than once monthly to discuss such questions and concerns and decide on a course of action, if any, to be taken to resolve the matter. Meetings of the committee shall take place during working hours. The Employer shall see that decisions of the committee are acted upon. When a question or matter cannot be settled within two months by a majority vote of the committee, the question will be referred to an arbitrator as outlined in Section 10.

30) SANITARY REGULATIONS

- A. The employer agrees to furnish a clean, healthful, sufficiently-ventilated, properly-heated and lighted place for the performance of all in plant work.

31) ACCIDENT PAY

- A. In the case of a compensable accident, the company will pay 100 per cent of an employees wages less any amount recovered by the employee from W.C.B. or other wage indemnity plan contributed to by the company up to a maximum of 52 weeks.

32) STRUCK WORK

- A. The union reserves the right to its members to refuse to execute work that was to be produced by struck CEP printing concerns where legal lockouts or strikes are in progress.
- B. No employees covered by this contract shall be required to cross a legal picket line established at The Citizen.

33) UNION REPRESENTATIVES

- A. Although non-employees are not permitted in the non-public areas of the building without the Employer's authorization, in the case of recognized union representatives these authorizations will not be unreasonably withheld.
- B. The Employer recognizes the chapel chairperson to be the Union's representative in each department covered by this agreement.
- C. All chapel meetings shall be held outside of working hours.
- D. An employee shall have the right to be accompanied by a union representative in any disciplinary meeting with management.

34) DUES CHECKOFF

- A. Chairpersons of chapels may have access to payrolls for the purpose of making returns to the earnings of the members to the secretary-treasurer of the union.
- B. Union dues in an amount specified by the union secretary-treasurer shall be deducted from the employees weekly pay by the company. The union dues so collected by the company shall be paid to the union secretary-treasurer no later than the twentieth day of the month.

35) GENERAL LAWS OF THE C.E.P. TO GOVERN

- A. Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and the fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed therein.
- B. It is understood that the General Laws of the Printing, Publishing & Media Workers Sector of the C.E.P. in effect at the time of signing this agreement which are not in conflict with this contract, shall govern relations between the parties on conditions not specifically enumerated herein.
- C. If either party hereto wishes to propose an amendment to this Agreement, or a new Agreement to take the place of this Agreement upon its expiry date, it may at any time within four months immediately preceding the expiry of the Agreement, by written notice require the other party to commence collective bargaining.

36) PARKING

- A. The company agrees to provide adequate parking for all employees who use their vehicles for their jobs.

37) WAGES MISCELLANEOUS

- A. Payments of wages shall be made weekly and not later than 11:30 a.m. on the regular pay day. Payment of full pay, including vacation pay, shall be made prior to an employee going on vacation.
- B. Nothing in this agreement shall prevent an employee from bargaining individually with the Employer for pay increases in excess of the established minimum. The Employer may recognize merit by granting increases above the minimums and the Union has the right to make representations on behalf of an individual for a merit increase.
- C. An employee paid a wage above the minimum provided for his actual experience shall receive an experience rating which conforms to his or her wage. An employee advancing through the schedule of minimums shall receive the increase provided thereby on each anniversary of employment in his/her classification except when an employee whose wage falls between the minimum brackets shall have his experience rating increased accordingly and shall advance to the next experience level in proportionally shorter time. The date of such earlier advancement shall become the employee's anniversary date for subsequent increases.

1) JURISDICTION OF THE UNION

- A.C
- A. It is understood and agreed that before the employer introduces new equipment, or methods which will alter production under the bargaining unit's jurisdiction, the employer will provide the union with all available data regarding the changes and meet with the union to discuss the changes and establish plans for relocating and retraining employees and the company recognizes that union members will do routine maintenance of all present and future equipment which falls under the jurisdiction of the union excepting such equipment which is serviced by the manufacturer or his representative.
- FR
- B. If any new processes are introduced, the Employer agrees to supply full ninety (90) days to journeypersons and apprentices to become proficient in the operation of such new processes. **All** operators on machines shall be journeypersons in good standing of Communications, Energy and Paperworkers Union of Canada, Local 868.

2) VACATIONS WITH PAY

- A. In the composing room and newsroom, a minimum of two people may be *off* work on vacation or days off at one time provided their appropriate immediate supervisor/foreman has been given two weeks' notice.

3) FOREMAN JUDGE OF COMPETENCE

- A. The foreman shall be the judge of an employee's competence on the basis of work performed and his or her general fitness to do the work of the office. No employee legally discharged shall be eligible to work as a substitute except at the option of the foreman, provided that after a period of six months any member discharged for incompetence or a minor offense may seek employment in an office from which he or she has been discharged.
- B. The foreman of the Composing Room, Press Room and Camera Room shall select, supervise and control all the employees connected with the same and all journeypersons and apprentices shall perform such work as the foreman may direct, subject to the provisions of this contract and the laws of the Communications, Energy and Paperworkers Union of Canada which are not inconsistent with this contract; and to the end that fruitless controversy be avoided, harmonious relations maintained and the regular and orderly process of the business in which the parties have a community of interest be assured.
- C. The question of competency shall be determined by the work done by the employee and the foreman shall be the judge of competency. If any employee shall have a complaint against the foreman, and such complaint cannot be settled by conciliation, then the matter shall be referred to the Grievance Committee and the decision made there shall be final and binding upon both parties.
- D. It is agreed by both parties that, whenever any difference of opinion as to the rights of the parties under this contract shall arise, or whenever any dispute as to the construction or the interpretation of any section or portion of the contract or scale takes place, they shall at once appeal to the Grievance Procedure. It is further agreed that conditions prevailing prior to the time any dispute arises (except discharge cases) shall remain unchanged until the dispute shall have been settled.
- E. The foreman of the Composing Room will give written notice to any employee whose discharge is contemplated, or two weeks pay in lieu of notice, except in cases of misconduct of such nature that the Union and the Employer agree dismissal shall be immediate.
- F. Journeypersons: The Employer agrees that, in the event technological changes cause a reduction in the number of situations in the bargaining unit as of May 1, 1974, all employees whose names are included in the priority list contained herein shall be retained as employees of The Citizen for their working life. This commitment remains in force unless employment is terminated through retirement, resignation, death or discharge for cause. Provided, however, in the event of permanent suspension of the Employer's operations, such employment guarantee will thereupon cease, and provided further in the case of a strike or lockout resulting in a period of temporary suspension of the Employer's operations, the employment guarantee will be suspended for such period of temporary suspension of operations only.
- G. It is also agreed that, in the event technological changes reduce the number of situations in the bargaining unit as of May 1, 1974, these said employees will accept retraining in other skills. It is understood that such retraining be mutually acceptable by the company and the individual concerned. It is also understood that the acceptance of such training and the ultimate position filled will not reduce the individuals earnings.
- H. Journeypersons List:
N. Brielsman, S. Funnell, R. Baird, I. McGill, W. Cameron, J. Delaurier, L. Richards, A. Quinn, R. Conn.
The terms of this section shall continue in effect through succeeding agreements unless changed by mutual agreement between the parties.

4) TRAINEES AND APPRENTICES

- 7.e
- 6.e.f
- 7.c
- A. It is agreed that for the first two (2) journeypersons, one (1) apprentice, and one (1) additional apprentice for each five (5) journeypersons thereafter, may be employed up to a maximum of four (4) apprentices.
 - B. A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employer 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 Grievance Procedure, which decision shall be final and binding.
 - C. No applicant for apprenticeship in an office shall be considered eligible who cannot read manuscript intelligently and who is not qualified to perform the duties of a copy holder.
 - D. The Joint Apprenticeship Committee shall establish a training program for apprentices. The training program of printer apprentices shall include thorough training under journeypersons on all phases of floor work such as hand composition, makeup, markup, imposition and proofreading. Where paste-makeup is used or where training on paste-makeup is available it shall be taught during the first three years of apprenticeship. In addition, at least one year of the training program must be devoted to training on photo composition processes. Machinist apprentices must be trained in all phases of maintenance and repair of composing room equipment under the direction of a journeyperson 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.
 - E. Apprentices shall receive not less than the rate of wages as per 5(A) of the Composing/Pressroom Department.
 - F. The length of an apprentices shift shall be the same as a journeyperson's. No apprentice shall be employed on overtime work in an office unless the number of journeypersons working overtime on the same shift equals the ratio prescribed in (A) of the section. At no time shall an apprentice have charge of a department or class of work.
 - G. Apprentices shall be given the same protection as journeypersons, and shall be governed by the same shop rules, working conditions and hours of labor.
 - H. Apprentices shall be enrolled in and complete the ITU Course of Lessons in Printing (if required) before being admitted as journeypersons.

5) SCALE OF WAGES COMPOSING/PRESSROOM

A. The scale of wages for the period covered by this contract are:

	% of Full Rate	June 1, 1995 to November 30, 1996		December 1, 1996 to May 31, 1997		June 1, 1997 to May 31, 1998		June 1, 1998 to May 31, 1999		June 1, 1999 to May 31, 2000		June 1, 2000 to May 31, 2001	
		Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
		Journeyperson/Apprentice Start	50.00%	459.89	12.7747	464.49	12.9025	469.13	13.0315	476.17	13.2269	485.69	13.4915
After 6 months	55.00%	505.88	14.0522	510.94	14.1927	516.05	14.3346	523.79	14.5496	534.26	14.8406	544.95	15.1374
After one year	65.00%	597.86	16.6071	603.84	16.7732	609.87	16.9409	619.02	17.1950	631.40	17.5389	644.03	17.8897
After 18 months	70.00%	643.85	17.8846	650.28	18.0634	656.78	18.2440	666.64	18.5177	679.97	18.8880	693.57	19.2658
After two years	75.00%	689.84	19.1621	696.73	19.3537	703.70	19.5472	714.25	19.8404	728.54	20.2372	743.11	20.6420
After 30 months	80.00%	735.82	20.4395	743.18	20.6439	750.61	20.8503	761.87	21.1630	777.11	21.5863	792.65	22.0181
After three years	90.00%	827.80	22.9945	836.08	23.2244	844.44	23.4566	857.10	23.8084	874.25	24.2846	891.73	24.7703
After 42 months	95.00%	873.79	24.2719	882.53	24.5147	891.35	24.7598	904.72	25.1311	922.82	25.6338	941.27	26.1465
After four years *	100.00%	919.78	25.5494	928.98	25.8049	938.26	26.0629	952.34	26.4538	971.38	26.9829	990.81	27.5226

* Journeypersons

6) FOREMAN'S SCALE OF WAGES

A. Handing out of copy and giving instructions shall be considered the work of the foreman or the assistant foreman in the absence of the foreman, and persons so employed shall be members in good standing of CEP Local 868, and shall receive such compensation above the regular scale of wages as may be mutually agreed upon by the Employer and the persons so employed provided that the foreman shall be paid not less than 12 per cent of the basic rate per hour in addition to the regular scale. In the absence of the foreman the assistant foreman shall be paid 12 per cent of the basic rate in addition to the regular scale.

7) MISCELLANEOUS COMPOSING ROOM UNIT

- A. The office reserves the right to "pick-ups" both machine and hand-set. Matter, once paid for, shall always remain the property of the office, either in type or form, to be used in any or all editions, or as many times as may be desired with such changes as the office may wish to make. "Kill" marks shall not deprive the office of "pickup".
- B. A typing proficiency of 40 words per minute shall be a requirement for journeypersons or apprentices to commence training as operators, it being understood that such requirement may not be regarded as a competence standard.
- C. A trainee unable to produce evidence of ability to type 40 words per minute may, at the discretion of the foreman, be removed from the training program and shall, after being removed, be returned to his or her former status without loss of seniority.
- D. Computers. In a computer system to be used wholly or in part for printing production, the Union's jurisdiction shall include the preparation of all input for printing production purposes, the output for such purposes, and all related devices used for printing production work or the evolution of such work (which includes but is not limited to news, editorial and advertising). Jurisdiction shall also include programming for printing production purposes (except that which is provided by the manufacturer or lessor as part of the original lease or purchase) and maintenance of all foregoing equipment and devices (except that which is provided by the manufacturer or lessor as part of the original lease or purchase).
- E. The computer operation shall be under the supervision of a data processing manager who shall not perform any bargaining unit functions.
- F. Classified exemption: When a text system is introduced classified ads, including birth and death notices (but not including classified display ads), provided such classified ads are directly inputted from the telephone by the original ad taker shall be exempted from this jurisdiction.
- G. Job Training. The company agrees to the training of employees in programming techniques for the system to be used by the company and in the operation and maintenance of all computer equipment and devices used in printing production (except such maintenance which, because of its nature must be performed by the manufacturer or lessor) on a seniority basis provided Section 39A is adhered to. Such training shall begin prior to or not later than three months after the installation of such equipment.
- H. Only Union members shall monitor and operate the central console for printing production purposes,
- I. After two hours overtime on the afternoon shift in the press room, the company will pay for a meal brought in for employees to a maximum of fifteen dollars (\$15.00) per employee.

G.D.

8) CWA/ITU NEGOTIATED PENSION PLAN (Canada)

A3

- A. The employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (Canada) hereinafter sometimes referred to as the Plan, \$7.25 per shift for each employee covered by this agreement for the purpose of providing pensions on retirement and other related benefits for covered employees, This amount will increase to \$37 per week October 1, 1994. Contributions shall be made, for any week for which an employee receives compensation including sick leave, vacations, holidays, disability insurance, bereavement leave and jury duty. The Plan is administered by the Union and Employer trustees.
- B. Contributions shall be made by cheque, money order or similarly recognized medium of exchange and shall be made payable to the CWA/ITU Negotiated Pension Plan (Canada) and shall be forwarded to 101-4190 Lougheed Hwy. Burnaby, B.C. V5C 6A8 (or to such other corporate trustee as may be designated by the Trustees of the Plan) no later than the 20th of the following calendar month for which contributions are due.
- C. Remittance forms to be furnished by the CWA/ITU Negotiated Pension Plan (Canada) shall be sent by the employer to 101-4190 Lougheed Hwy. Burnaby, B.C. V5C 6A8, no later than the 20th of the following month for which contributions are due.
- D. 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.
- E. 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 moneys 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 attorney's fees and expenses incurred in connection therewith. The Employer shall supply the chapel chairperson a copy of receipted remittance forms received from the CWA/ITU Negotiated Pension Plan (Canada) within five days of receipt of such forms.

1) JURISDICTION OF THE UNION

- A.c
- A. It is understood and agreed that before the employer introduces new equipment, or methods which will alter production under the bargaining unit's jurisdiction, the employer will provide the union with all available data regarding the changes and meet with the union to discuss the changes and establish plans for relocating and retraining employees and the company recognizes that union members will do routine maintenance of all present and future equipment which falls under the jurisdiction of the union excepting such equipment which is serviced by the manufacturer or his representative.
 - B. The jurisdiction of the union begins with the processes of gathering information for use in editorial copy in the newspaper and continues through the creation and use of that copy until such copy is submitted for markup. The appropriate collective unit consists of all employees performing any of this work including handling wire copy. It is understood that jurisdiction of editorial includes the editorial librarian and designated desk persons. From the date of the signing of this contract the employer shall not assign to any person outside the bargaining unit any work normally or traditionally done by the members of the bargaining unit without consulting with the union and giving union members whom the employer deems qualified the first right of refusal. Freelancers shall not be assigned to work when staff members are available to perform the required duties, unless the freelancer has a special expertise that cannot be duplicated by a staff member.
 - C. The following are excluded: Editor, Associate Editor, News Editor, City Editor, Features Editor or any other persons excluded by reason of the Labour Relations Act of British Columbia.
 - D. Department heads shall be excluded at such time as the department grows to three or more people. If any new processes are introduced, the employer agrees to supply a full ninety (90) days to employees to become proficient in the operation of such new processes.

2) OVERTIME

- A. In the newsroom, with the exception of the librarian who has the option of choosing wages or time off as per section 14 D, the employer shall have the option of compensating for all authorized overtime either in wages or time off at a time mutually agreeable to both employer and employee.
- B. Should accumulated overtime exceed the equivalent of 72 hours, the excess must be paid out in cash at the rate of time and one half, at the next pay period.

3) VACATIONS WITH PAY

- A. In the composing room and newsroom, a minimum of two people may be off work on vacation or days off at one time provided their appropriate immediate supervisor/foreman has been given two weeks' notice.

4) PAID HOLIDAYS

- A. In the Newsroom, work done by an employee on these days-off shall be paid at the double-time rate with a minimum of three hours pay.

5) MISCELLANEOUS

- A. Byline: An employees byline shall not be used over his or her protest.
- B. Privilege Against Disclosure: Any employee may refuse, without penalty or prejudice, to give up custody of, or disclose, to any party other than the publisher or editor, any knowledge, information, notes, tapes, records, documents, films, photographs, or the source thereof, which relate to news in connection with his or her employment.
- C. An employee may refuse, without penalty or prejudice, to authenticate any material. The publisher or editor shall not give up custody of, or disclose, any of the above without consent of the employee, and likewise the employee shall not give up custody of or disclose any of the above without the consent of the publisher or editor.
- D. The publisher or editor shall notify the employee concerned and the Union of any demand on the publisher for such surrender or disclosure or authentication.
- E. Protection Against Libel: When an employee is named in a libel action, in addition to the Employer, as a result of publication of an article(s), the Employer shall assume all expenses incurred by the employee, including fees and expenses of legal counsel retained by the employee and all shall indemnify such employee against any monetary loss, including but not limited to fines, damages, or loss of pay.
- F. In the event that an employee and the Employer are named in a libel action the Employer shall choose legal counsel.
- G. When an employee spends his or her own time working on an unassigned article which appears in The Citizen, the employee shall be paid at prevailing rates including overtime, only if the article or articles are so indicated at time of submission to the city editor.
- H. Employee Integrity:
 - I. Whenever possible; factual changes in material submitted shall be brought to the reporter's attention before publication. If a reporter cannot be contacted before publication, his or her byline shall be removed.
 - II. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without a reasonable effort to consult with the reporter concerned.
 - III. The employer agrees that any letter to the editor, advertisement, or other article whose contents reflect on the work, behavior, or appearance of a member of the newsroom shall not be published without prior consultation with the employee involved, it being understood that the employee is entitled to the same consideration accorded any member of the public with regard to the laws of libel and slander.
- I. A reporter, rewriter, editor or deskperson who so requests shall be provided with a hard copy printout of his/her input into the VDT-computer system. Access by other unauthorized persons shall be prohibited. Factual and major changes to a reporter's material input shall continue to be communicated to the reporter.

6) TRAINEES\$

- A. The Employer recognizes in principle a responsibility for the hiring and education of newsroom employee trainees wherever possible.

7) SCALE OF WAGES NEWSROOM UNIT

A. Rates of wages per week for reporters and photographers shall be based on the number of years worked according to the following:

	% of Full Rate	June 1, 1995 to November 30, 1996		December 1, 1996 to May 31, 1997		June 1, 1997 to May 31, 1998		June 1, 1998 to May 31, 1999		June 1, 1999 to May 31, 2000		June 1, 2000 to May 31, 2001	
		Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Reporters and Photographers													
Start	50.00%	459.89	12.7747	464.49	12.9025	469.13	13.0315	476.17	13.2269	485.69	13.4915	495.41	13.7613
After one year	65.00%	597.86	16.6071	603.84	16.7732	609.87	16.9409	619.02	17.1950	631.40	17.5389	644.03	17.8897
After two years	75.00%	689.84	19.1621	696.73	19.3537	703.70	19.5472	714.25	19.8404	728.54	20.2372	743.11	20.6420
After three years	80.00%	735.82	20.4395	743.18	20.6439	750.61	20.8503	761.87	21.1630	777.11	21.5863	792.65	22.0181
After four years	90.00%	827.80	22.9945	836.08	23.2244	844.44	23.4566	857.10	23.8084	874.25	24.2846	891.73	24.7703
After five years	100.00%	919.78	25.5494	928.98	25.8049	938.26	26.0629	952.34	26.4538	971.38	26.9829	990.81	27.5226
Librarian-Clerk	n/a	578.75	16.0765	584.54	16.2373	590.39	16.3997	599.25	16.6457	611.23	16.9786	623.46	17.3182

B. Years worked shall apply to the total number of years an employee has worked on a daily newspaper with experience on a weekly newspaper or in gathering and preparing news for radio and or television to count as determined by mutual agreement of the Employer and the employee.

8) FOREMAN'S/SUPERVISOR'S SCALE OF WAGES

- A. Handing out assignments and giving instructions shall be considered the work of the sports editor, who shall be paid not less than 12 per cent of the basic rate per hour in addition to the regular scale.
- B. The sports editor shall not be disciplined by the Union for carrying out the instructions of the employer authorized in this contract and scale.

9) NEWSROOM UNIT BENEFITS

A. EQUIPMENT

- I. The employer shall assume the cost of insurance and maintenance for photographic equipment, radios and recorders owned by the employee and required by him or her to be used on behalf of the employer, subject to reasonable care. If the employee is to use any of his foregoing personal equipment on assignments, with written agreement from the employer, the employer will undertake to insure and maintain this equipment. The onus is on the employee to request such written agreement.
- II. Effective as of September 29, 1994, photographers will be paid \$150 per month camera allowance.
- III. An employee receiving such allowance for photographic equipment will provide equipment of professional quality and capabilities consistent with the standards of photographic equipment set by the Company.
- IV. The Company may, at its option, discontinue the photographic equipment allowance and supply its own equipment.

B. VEHICLE

- I. Employees authorized to use their cars on Company business shall be compensated at the rate provided for employees of the Company.
- II. The employer will pay the difference between business use auto insurance and to-and-from-work auto insurance to a maximum of \$150 per annum.
- III. The employer will pay the deductible in the event of a no-fault accident where the employee is using the vehicle for Company business.
- IV. The employer shall pay cab fares for employees on company business who are not authorized to use their vehicles.

10) LEAVE OF EMPLOYMENT IN TIME OF WAR

- A. Any employee who leaves the employment of the employer to enter any kind of service, military or otherwise, in the time of war, of the Canadian Armed Forces, or is called out, or other service involving the security of the nation, shall be considered an employee on leave of absence and, on release from such service, shall resume his or her position or a comparable one with a salary no less than what he or she would have received if his or her employment had been continued.

MAILERS AND INSERTERS DEPARTMENT

1) JURISDICTION OF THE UNION

- A. All work, or evolution of such work pertaining to the newspaper mailing of the employer such as: tagging, stamping, inserting, labeling, bundling or wrapping, including all types of single wrapping, handling of files, addressing of all wrappers and labels for wrappers, including the punching and correcting of punch cards for a general-purpose computer or similar equipment to print labels or wrappers, addressing on all newspapers, magazines and supplements, cutting and preparing lists, preparing wrappers, galley work, sorting out, opening or marking wrappers, taking bundles of papers from conveyors, escalators or trucks, stacking, folding, handling of bundles or mail stocks, trucking, counting of papers (leaving or returning), tying, sacking, delivering papers to mailers, carriers, agents or newsboys in the mailing or dispatch room or on the loading platform when any of the above work within the jurisdiction of the union is to be performed and any device operated in connection with any of the above services, now in use, or which in the future may be introduced to perform mailing work, is considered part of the mailing craft and no person other than journeypersons and apprentices of the union shall be permitted to perform such work.
- B. Inserters work shall consist of all work pertaining to feeding hoppers, hand inserting, counting papers, taking bundles of papers from conveyors, escalators or trucks, stacking, folding, handling of bundles or mail stocks, trucking, counting of papers (leaving or returning) delivering papers to mailers.
- C. It is understood and agreed that before the employer introduces new equipment or methods which will alter production under the bargaining unit's jurisdiction, the employer will provide the union with all available data regarding the changes and meet with the union to discuss the changes and establish plans for relocating and retraining employees and the company recognizes that union members will do routine maintenance of all present and future equipment which falls under the jurisdiction of the union excepting such equipment which is serviced by the manufacturer or his representative.

2) OVERTIME

- g.d*
- A. Effective as of September 29, 1994, if a mailroom employee works two hours of overtime after 6 p.m. the Company will pay the cost of a meal brought in to a maximum of \$15 per employee.

3) FOREMAN JUDGE OF COMPETENCE

- A. The foreman shall be the judge of an employee's competence on the basis of work performed and his or her general fitness to do the work of the office. No employee legally discharged shall be eligible to work as a substitute except at the option of the foreman, provided that after a period of six months any member discharged for incompetence or a minor offense may seek employment in an office from which he or she has been discharged.

4) TRAINEES AND APPRENTICES

- ?/.*
- A. It is agreed that for the first two (2) journeypersons, one (1) apprentice, and one (1) additional apprentice for each five (5) journeypersons thereafter, may be employed up to a maximum of four (4) apprentices.
 - B. A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employer 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 Grievance Procedure, which decision shall be final and binding.
 - C. The period of apprenticeship shall not exceed four years. The Joint Apprenticeship Committee shall have the authority to advance apprentices consistent with their ability to learn. When one phase of the program is mastered the apprentice must be advanced to the next phase of the established training program. When all training requirements have been fulfilled, the apprentice must be classified as a journeyperson by the Joint Apprenticeship Committee.
 - D. The length of an apprentice's shift shall be the same as a journeyperson's. No apprentice shall be employed on overtime work in an office unless the number of journeypersons working overtime on the

same shift equals the ratio prescribed in Section 4A. At no time shall an apprentice have charge of a department or class of work.

- E. Apprentices shall be given the same protection as journeypersons, and shall be governed by the same shop rules, working conditions and hours of labor.

5) SCALE OF WAGES

A. The scale of wages for the period covered by this contract are:

	% of Full Rate	June 1, 1995 to November 30, 1996		December 1, 1996 to May 31, 1997		June 1, 1997 to May 31, 1998		June 1, 1998 to May 31, 1999		June 1, 1999 to May 31, 2000		June 1, 2000 to May 31, 2001	
		Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Journeyman (Mailer)													
Start	60.00%	415.83	11.5507	419.98	11.6662	424.18	11.7828	430.55	11.9596	439.16	12.1988	447.94	12.4427
After 6 months	65.00%	450.48	12.5132	454.98	12.6383	459.53	12.7647	466.42	12.9562	475.75	13.2153	485.27	13.4796
After one year	70.00%	485.13	13.4758	489.98	13.6105	494.88	13.7466	502.30	13.9528	512.35	14.2319	522.59	14.5165
After 18 months	75.00%	519.78	14.4383	524.98	14.5827	530.23	14.7285	538.18	14.9495	548.95	15.2485	559.92	15.5534
After two years	80.00%	554.43	15.4009	559.98	15.5549	565.57	15.7104	574.06	15.9461	585.54	16.2650	597.25	16.5903
After 30 months	85.00%	589.08	16.3634	594.98	16.5271	600.92	16.6923	609.94	16.9427	622.14	17.2816	634.58	17.6272
After three years	90.00%	623.74	17.3260	629.97	17.4992	636.27	17.6742	645.81	17.9393	658.74	18.2982	671.91	18.6641
After 42 months	95.00%	658.39	18.2885	664.97	18.4714	671.62	18.6561	681.70	18.9360	695.33	19.3147	709.24	19.7010
After four years	100.00%	693.04	19.2511	699.97	19.4436	706.97	19.6380	717.57	19.9326	731.93	20.3313	746.56	20.7379
Insertor	n/a	530.04	14.7232	535.33	14.8704	540.69	15.0191	548.80	15.2444	559.77	15.5493	570.97	15.8603

Regular and casual part time members can only insert while being paid at less than journeyman's rate.

Apprentices shall receive not less than the rates of wages above.

6) FOREMAN'S SCALE OF WAGES

- A. Giving instructions shall be considered the work of the foreman or the assistant foreman in the absence of the foreman, and persons so employed shall be members in good standing of CEP Local 868, and shall receive such compensation above the regular scale of wages as may be mutually agreed upon by the Employer and the persons so employed provided that the foreman shall be paid not less than 12 per cent of the basic rate per hour in addition to the regular scale. In the absence of the foreman the assistant foreman shall be paid 12 per cent of the basic rate in addition to the regular scale.
- B. All mail room employees are entitled to a coffee break of 10 minutes duration in the morning and afternoon each shift.

BUSINESS, ACCOUNTING & CLASSIFIED DEPARTMENT

1) JURISDICTION OF THE UNION

- A. The jurisdiction of the union shall include all functions performed by employees in the business, accounting and classified advertising departments which includes but is not limited to: Clerk 1, 11, and 111, Switchboard Operator, classified advisers, classified supervisor and part-time workers performing work within the jurisdiction of the union. The company shall make no other contract for functions covered by this agreement.
- B. If any new processes are introduced, the employer agrees to supply a full ninety (90) days to employees to become proficient in the operation of such new processes.
- C. It is understood and agreed that before the employer introduces new equipment or methods which will alter production under the bargaining units jurisdiction, the employer will provide the union with all available data regarding the changes and meet with the union to discuss the changes and establish plans for relocating and retraining employees and the company recognizes that union members will do routine maintenance of all present and future equipment which falls under the jurisdiction of the union excepting such equipment which is serviced by the manufacturer or his representative.
- D. Excluded from membership in the Union shall be The Finance Director, The Assistant Finance Director and the Payroll and Accounts Payable Co-ordinator, who shall be allowed to continue their normal office functions.

2) TRAINEES

- A. The ability to type 50 words per minute shall be the competence standard for beginning business, accounting and classified employees.

3) SCALE OF WAGES

A. The scale of wages for the period covered by this contract are:

	June 1, 1995 to November 30, 1996		December 1, 1996 to May 31, 1997		June 1, 1997 to May 31, 1998		June 1, 1998 to May 31, 1999		June 1, 1999 to May 31, 2000		June 1, 2000 to May 31, 2001	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Clerk I												
Start	496.29	13.7859	501.26	13.9238	506.27	14.0630	513.86	14.2739	524.14	14.5594	534.62	14.8506
After one year	533.50	14.8194	538.83	14.9676	544.22	15.1173	552.39	15.3441	563.44	15.6510	574.70	15.9640
After two years	558.61	15.5170	564.20	15.6722	569.84	15.8289	578.39	16.0663	589.95	16.3876	601.75	16.7154
Clerk II												
Start	522.71	14.5198	527.94	14.6650	533.22	14.8117	541.22	15.0339	552.05	15.3346	563.09	15.6413
After one year	554.60	15.4055	560.15	15.5596	565.75	15.7152	574.23	15.9509	585.72	16.2699	597.43	16.5953
After two years	581.19	16.1441	587.00	16.3055	592.87	16.4686	601.76	16.7156	613.80	17.0499	626.07	17.3909
Clerk III												
Start	617.92	17.1645	624.10	17.3361	630.34	17.5095	639.80	17.7721	652.59	18.1275	665.64	18.4901
After one year	648.95	18.0265	655.44	18.2068	662.00	18.3889	671.93	18.6647	685.37	19.0380	699.08	19.4188
Switchboard Operator												
Start	513.55	14.2654	518.69	14.4081	523.88	14.5522	531.74	14.7705	542.37	15.0659	553.22	15.3672
After one year	544.28	15.1189	549.72	15.2701	555.22	15.4228	563.55	15.6541	574.82	15.9672	586.31	16.2865
After two years	569.92	15.8310	575.61	15.9893	581.37	16.1492	590.09	16.3914	601.89	16.7192	613.93	17.0536
Classified Advisors *												
Start	506.21	14.0613	511.27	14.2019	516.38	14.3439	524.13	14.5591	534.61	14.8503	545.30	15.1473
After six months	528.74	14.6873	534.03	14.8342	539.37	14.9825	547.46	15.2072	558.41	15.5113	569.57	15.8215
After one year	551.29	15.3135	556.80	15.4666	562.37	15.6213	570.80	15.8556	582.22	16.1727	593.86	16.4962

* Plus commission.

4) SUPERVISOR'S SCALE OF WAGES

- M.D.*
- A. Organizing and distributing work shall be considered the work of the supervisor, or the assistant supervisor in the absence of the supervisor, and persons so employed shall be members in good standing of the CEP, Local 868, and shall receive such compensation above the regular scale of wages as may be mutually agreed upon by the employer and the persons so employed provided that the supervisor shall be paid not less than 12% of the basic rate per hour in addition to the regular scale. In the absence of the supervisor the assistant supervisor shall be paid 12% of the basic rate in addition to the regular scale.
 - B. The classified advertising supervisor or his or her substitute shall select and supervise all the employees connected with that department.

ADVERTISING DISF DEPARTMENT

JURISDICTION OF THE UNION

- A. The jurisdiction of the unit covers all employees of the Advertising Sales Department, excluding the Advertising Director, Retail Advertising Manager, and Business Development Manager.

2) EMPLOYMENT SECURITY

- A. In the case of outside workers, the probationary period will last ninety days, and may be extended, by the employer, an additional ninety (90) days.

3) OVERTIME

- A. Advertising sales representatives shall receive straight time off for overtime.

4) ADVERTISING SALES REPRESENTATIVES VEHICLE ALLOWANCE

- A. Effective as of September 29, 1994, Advertising Sales Representatives shall be provided with a vehicle allowance of \$270 per month, or, at the discretion of the employee, 27 cents per kilometer for all kilometers driven while on Company business.
- B. The Employer will pay the difference between business use auto insurance and to and from work auto insurance to a maximum of \$150 per annum.
- C. The Employer will pay the deductible in the event of a no-fault accident where the employee is using the vehicle for company business.

5) SCALE OF WAGES

- A. Progression from junior advertising sales person to salaried sales person shall occur automatically after the completion of the third year in the junior classification.
- B. The scale of wages for the period covered by this contract are:

	June 1, 1995 to November 30, 1996		December 1, 1996 to May 31, 1997		June 1, 1997 to May 31, 1998		June 1, 1998 to May 31, 1999		June 1, 1999 to May 31, 2000		June 1, 2000 to May 31, 2001	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Assistant Traffic Clerk (Clerk I)												
Start	496.29	13.7859	501.26	13.9238	506.27	14.0630	513.86	14.2739	524.14	14.5594	534.62	14.8506
After one year	533.50	14.8194	538.83	14.9676	544.22	15.1173	552.39	15.3441	563.44	15.6510	574.70	15.9640
After two years	558.61	15.5170	564.20	15.6722	569.84	15.8289	578.39	16.0663	589.95	16.3876	601.75	16.7154
Traffic Clerk (Clerk II)												
Start	522.71	14.5198	527.94	14.6650	533.22	14.8117	541.22	15.0339	552.05	15.3346	563.09	15.6413
After one year	554.60	15.4055	560.15	15.5596	565.75	15.7152	574.23	15.9509	585.72	16.2699	597.43	16.5953
After two years	581.19	16.1441	587.00	16.3055	592.87	16.4686	601.76	16.7156	613.80	17.0499	626.07	17.3909
National Traffic Clerk (Clerk III)												
Start	617.92	17.1645	624.10	17.3361	630.34	17.5095	639.80	17.7721	652.59	18.1275	665.64	18.4901
After one year	648.95	18.0265	655.44	18.2068	662.00	18.3889	671.93	18.6647	685.37	19.0380	699.08	19.4188
Sales Support I												
Start	400.35	11.1209	404.36	11.2321	408.40	11.3444	414.53	11.5146	422.82	11.7449	431.27	11.9798
After one year	424.91	11.8030	429.16	11.9210	433.45	12.0402	439.95	12.2208	448.75	12.4652	457.72	12.7145
After two years	439.56	12.2100	443.96	12.3321	448.39	12.4554	455.12	12.6422	464.22	12.8950	473.50	13.1529

	June 1,1995 to November 30,1996		December 1,1996 to May 31,1997		June 1,1997 to May 31,1998		June 1,1998 to May 31,1999		June 1,1999 to May 31,2000		June 1,2000 to May 31,2001	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Advertising Sales *												
Start	496.85	13.8014	501.82	13.9394	506.84	14.0788	514.44	14.2900	524.73	14.5758	535.22	14.8673
After one year	525.02	14.5839	530.27	14.7297	535.57	14.8770	543.61	15.1002	554.48	15.4022	565.57	15.7102
After two years	581.38	16.1495	587.20	16.3110	593.07	16.4741	601.96	16.7212	614.00	17.0556	626.28	17.3967
After three years	638.68	17.7411	645.07	17.9185	651.52	18.0977	661.29	18.3692	674.52	18.7366	688.01	19.1113
Layout Artist												
Start	574.05	15.9458	579.79	16.1053	585.59	16.2664	594.37	16.5104	606.26	16.8406	618.39	17.1774
After one year	662.36	18.3988	668.98	18.5828	675.67	18.7686	685.80	19.0501	699.52	19.4311	713.51	19.8197
After two years	706.51	19.6252	713.57	19.8215	720.71	20.0197	731.52	20.3200	746.15	20.7264	761.07	21.1409
After three years	732.60	20.3500	739.93	20.5535	747.32	20.7590	758.53	21.0704	773.70	21.4918	789.18	21.9216
Creative Supervisor												
Start	574.05	15.9458	579.79	16.1053	585.59	16.2664	594.37	16.5104	606.26	16.8406	618.39	17.1774
After one year	662.36	18.3988	668.98	18.5828	675.67	18.7686	685.80	19.0501	699.52	19.4311	713.51	19.8197
After two years	706.51	19.6252	713.57	19.8215	720.71	20.0197	731.52	20.3200	746.15	20.7264	761.07	21.1409
After three years	794.82	22.0784	802.77	22.2992	810.80	22.5222	822.96	22.8600	839.42	23.3172	856.21	23.7835
After four years	883.14	24.5318	891.98	24.7771	900.90	25.0249	914.41	25.4003	932.70	25.9083	951.35	26.4265
In-House Salesperson												
Start	938.20	26.0610	947.58	26.3216	957.05	26.5848	971.41	26.9836	990.84	27.5233	1,010.66	28.0738

• Plus commissions

CIRCULATION DEPARTMENT

1) JURISDICTION OF THE UNION

- A. The jurisdiction of the union covers all employees of the Department excluding the Assistant Reader Sales Director and the Reader Sales Director.

2) EMPLOYMENT SECURITY

- A. In the case of outside workers, the probationary period will last ninety days, and may be extended, by the employer, an additional ninety (90) days.

3) HIRING AND PROMOTION

- A. A District Advisor will be paid the supervisors rate of 12% above scale when left in charge of the office during each full days absence of the department Manager.

M.D.S.

4) SCALE OF WAGES

- A. When an employee transfers from Clerks I, II, or III to a District Manager, he/she shall not lose salary. The employee shall be blue circled until he/she reaches the equivalent District Manager Payroll.
- B. The scale of wages for the period covered by this contract are:

	June 1, 1995 to November 30, 1996		December 1, 1996 to May 31, 1997		June 1, 1997 to May 31, 1998		June 1, 1998 to May 31, 1999		June 1, 1999 to May 31, 2000		June 1, 2000 to May 31, 2001	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
	Clerk I											
Start	496.29	13.7859	501.26	13.9238	506.27	14.0630	513.86	14.2739	524.14	14.5594	534.62	14.8506
After one year	533.50	14.8194	538.83	14.9676	544.22	15.1173	552.39	15.3441	563.44	15.6510	574.70	15.9640
After two years	558.61	15.5170	564.20	15.6722	569.84	15.8289	578.39	16.0663	589.95	16.3876	601.75	16.7154
Clerk II												
Start	522.71	14.5198	527.94	14.6650	533.22	14.8117	541.22	15.0339	552.05	15.3346	563.09	15.6413
After one year	554.60	15.4055	560.15	15.5596	565.75	15.7152	574.23	15.9509	585.72	16.2699	597.43	16.5953
After two years	581.19	16.1441	587.00	16.3055	592.87	16.4686	601.76	16.7156	613.80	17.0499	626.07	17.3909
Clerk III												
Start	617.92	17.1645	624.10	17.3361	630.34	17.5095	639.80	17.7721	652.59	18.1275	665.64	18.4901
After one year	648.95	18.0265	655.44	18.2068	662.00	18.3889	671.93	18.6647	685.37	19.0380	699.08	19.4188
Utility												
Start	400.36	11.1212	404.37	11.2324	408.41	11.3447	414.54	11.5149	422.83	11.7452	431.28	11.9801
After one year	425.20	11.8111	429.45	11.9292	433.75	12.0485	440.25	12.2292	449.06	12.4738	458.04	12.7233
After two years	439.85	12.2181	444.25	12.3403	448.69	12.4637	455.43	12.6507	464.53	12.9037	473.82	<u>13.1618</u>
District Manager												
Start	486.77	13.5214	491.64	13.6566	496.56	13.7932	504.00	14.0001	514.08	14.2801	524.37	14.5657
After one year	561.74	15.6039	567.36	15.7599	573.03	15.9175	581.63	16.1563	593.26	16.4794	605.12	16.8090
After two years	636.71	17.6863	643.08	17.8632	649.50	18.0418	659.25	18.3124	672.43	18.6786	685.88	19.0522
After three years	711.84	19.7734	718.96	19.9711	726.15	20.1708	737.04	20.4734	751.78	20.8829	766.82	21.3006

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5) CIRCULATION VEHICLES

- A. The Employer shall maintain in its present form *or* in no less beneficial form, the existing arrangement between District Advisors and The Employer as pertaining to the department's vehicles. In addition, District Advisors will be given the first opportunity to buy out the lease upon expiry of their assigned vehicle. No changes to the arrangement shall be made without full disclosure.

DELIVERY DRIVERS

1) TERM OF AGREEMENT

- A. This Agreement shall remain in full force and effect for a term beginning September 29, 1994 and ending April 30, 1996. 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 imposes a legal lock-out and a new Agreement is signed.
- B. If either party hereto wishes to propose an amendment to this Agreement, or a new Agreement to take the place of this Agreement upon its expiry date, it may at any time within four months immediately preceding the expiry of the agreement, by written notice require the other party to commence collective bargaining.
- C. While this Agreement is in force, no strike or lockout will take place.

2) UNION SECURITY

- A. The Company recognizes the Union as the sole collective bargaining agent for the Drivers covered by this Agreement. Both parties hereby consent and agree to negotiate whenever the Union or the Company desires in any and all matters affecting the relations between the Company and the Drivers.
- B. Drivers covered under this contract shall become and remain members in good standing of the Union upon completion of six(6) working days.
- C. The Company agrees to deduct Union dues, fees, and assessments from the earnings of the Driver, who authorizes it to do so in writing by completing and signing the dues authorization form provided for in Schedule "A" attached hereto and forming part of this Agreement.
- D. The dues, fees, or assessment deduction pursuant to 2(c) in the amount certified by the Union to the Company to be currently in effect under the Union's constitution shall be deducted from each cheque and remitted no later than the twentieth day of the month following to the Secretary-treasurer of the Local Union together with a list of names of Drivers on whose behalf such dues have been deducted.

3) JURISDICTION

- A. This Agreement covers all dependent contractors engaged as delivery drivers at and from Prince George, British Columbia, individually contracted by the Prince George Citizen.
- B. The Company further agrees not to require the Drivers to become employees under the Code by changing the conditions contained therein.

4) REPRESENTATION

- A. The Company recognizes the right of the Union to elect or otherwise select two representatives from among the Drivers with more than six months continuous service with the Company to assist Drivers in the processing of grievances to the designated representatives of the Company in accordance with the grievance procedure herein.
- B. The Union acknowledges that representatives have their regular duties to perform on behalf of the Company and that a representative shall not leave such duties in order to present a grievance under the grievance procedure or to assist Drivers in the preparation of grievances without first obtaining permission of the Production Manager (or designate).
- C. The Union will notify the Company in writing of the names of its committee, representatives and officers.
- D. No Union Representative shall be interfered with or discriminated against by the Company for carrying out the instructions of the Union governing the interpretation, application or alleged violation of the Agreement.
- E. The company agrees that an authorized staff representative of the Union may assist members in the presentation of grievances from and after Step (b) of the grievance procedure and may assist the committee in negotiations with the company.

5) GRIEVANCE PROCEDURE

- A. Any Driver grievance must be submitted to the chapel chairperson within 15 working days of its first coming to the attention of the affected party.
- B. A grievance must first be brought to the attention of the Union chapel chairperson who will attempt to resolve the dispute with the Production Manager or his designate within 48 hours.
- C. If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee. A grievance lodged by the Company shall be submitted directly to the joint standing committee.
- D. A standing committee of two representatives of the Company, and a like committee of two representatives of the Union, shall be appointed. The committee representing the Union shall be selected by the Union, and in such case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his or her place.
- E. The joint committee shall meet within 5 days to deal with all disputes which may arise as to the wages herein provided, the construction to be placed upon any clause of the agreement, or alleged violations thereof, which cannot be settled otherwise. Such joint committee shall meet at a time mutually satisfactory to the parties when any questions of difference shall have been referred to it for decision by the executive officers of either party to this agreement. If a majority decision is reached by the joint standing committee, it shall be binding upon both parties.
- E. Should the joint committee be unable to agree, then either party may refer the matter to arbitration within 15 days. The parties agree to the use of a soul arbitrator, who will be mutually agreed upon. The arbitrator shall conduct the hearing within 20 days from the date which either party requested arbitration. Within 10 days of completion of the hearings the arbitrator shall render his/her decision. 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. Wherever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or the representatives. The cost of the arbitrator shall be born equally by the parties.

6.e.4

6) BULLETIN BOARD

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

7) CONDITIONS AND RATES

A.

- I. The Driver shall pick up the newspapers at the Company loading area on each delivery day and deliver them to the addresses with dispatch in the order laid out in the manifest.
- II. The Company shall provide sufficient newspapers, inserts and total market coverage products (hereinafter referred to as newspapers) to the Drivers for each route specified in the manifest provided daily. The manifest shall set out the number of newspapers for each route.
- III. It is understood that the Drivers who are contracted with the company as of September 29, 1994 will perform their normal route deliveries, as then constituted, in a single run.
- IV. If, from time to time, the volume as laid out in the manifest causes the load to exceed the capacity of the vehicle used for the normal route delivery, the Driver shall make a second run under conditions provided in section 7(e) of this agreement.

B. Current routes will be listed and vacant and amalgamated routes will be posted as they become available. Drivers who have been under contract to the Company for the longest continuous period of time will be given preference when filling a vacancy. New routes and amalgamated routes will also be posted. It is understood that nothing in this clause prevents the Company from discontinuing or amalgamating routes. A Driver who becomes redundant as result of a discontinuance or amalgamation of a route may apply his or her length of continuous service and bump another Driver with less service. In the application of this clause it is understood that the Driver must have a vehicle suitable to carry out all the deliveries in a single run.

C. Drivers will report to the loading dock at their scheduled loading times. If there is a change of times the company will advise the drivers one (1) hour prior to scheduled load time. Drivers must be at their designated phone number one hour prior to their load time. If they are unable to be at their designated phone numbers they must contact the Company one (1) hour prior to their scheduled loading time.

Time will be paid beginning at the specified time and will be calculated in minimums of fifteen (15) minute units with any fraction of fifteen (15) minutes being considered as fifteen (15) minutes.

A detailed breakdown of wait time shall be provided to drivers on the following pay period.

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

E. The Company shall pay the Driver for the newspapers delivered as follows:

Per Hour

November 19, 1996 to November 30, 1996	\$8.65
December 1, 1996 to May 31, 1997	\$8.74
June 1, 1997 to May 31, 1998	\$8.83
June 1, 1998 to May 31, 1999	\$8.96
June 1, 1999 to May 31, 2000	\$9.14
June 1, 2000 to May 31, 2001	\$9.32

Per Kilometer	\$0.23
Per Motor Route Drop	\$0.12
Per day when EMCs are delivered to carriers	\$8.00
Per motor route tube installation	\$2.00
Per motor route tube disassembly	\$2.00

F. Testing for mileage and hourly accuracy may be requested twice per year and will be done taking into account winter and summer conditions.

G. The Drivers shall be paid every second Thursday for the newspapers delivered during the preceding two (2) week period ending the previous Saturday.

- H. It is agreed that the Drivers are and shall remain dependent contractors and nothing in this Agreement shall be construed so as to create an employee or agency relationship, a partnership or a joint venture between the Company and the Driver unless otherwise agreed to by the Union and the Company.
- I. Any expenses incurred by the Driver (or Substitute) in performing the deliveries contemplated herein shall be the responsibility of the Driver.
- J. The Drivers confirm that as dependent contractors they are responsible for making any necessary legislated deductions for Unemployment Insurance, Canada Pension, Revenue Canada for themselves. The Company shall not make any deductions on behalf of the Driver for any such payments. The Company agrees to remit W.C.B. assessments on behalf of the Drivers and Substitutes.
- K. The Drivers shall, during the term of this Agreement, maintain comprehensive General Liability Insurance of \$1,000,000. The parties recognize there will be no liability attached to the Company.
- L. The Driver shall indemnify and save harmless the Company from and against any claims, damages, costs, expenses, actions and suits arising out of the performance of the Driver's obligations as contained herein due to the failure of the Driver or his/her Substitutes to fully comply with any term or condition of this Agreement.
- M.
 - I. The Drivers shall be responsible for complying with the required licensing of their vehicles. A Driver who is fined as a result of not possessing the required licensing will have no claim against the Company.
 - II. Drivers will be reimbursed for the cost of a "Motor Carrier Authority", if one is required for the Delivery of the newspaper, upon proof of purchase.
- N. Cargo Insurance is not required and the Company will make no claim in the event of loss of newspapers due to an accident.
- O. Any directions which may be given by the Company pursuant to the terms of this Agreement may be given by the Production Manager or such other person as may be designated or appointed by the Company.
- P. In the event the Driver defaults in the performance of any of the covenants or terms contained in this Agreement and if this default shall continue for two (2) days after the Company has given notice to the Driver and Union specifying such default, the Company shall have the right to terminate the Driver forthwith' or at any time while such default continues by giving the Driver and the Union written notice to that effect. Any costs incurred by the Company by reason of default will be borne by the Driver.
- Q. Any notice given under this agreement shall be effective on the date of delivery if delivered personally, or if mailed, on the second business day after the mailing by registered mail to the address provided to the Company by each Driver. It is agreed that the Union representative is to receive a copy of such notice.
- R. A Driver may not assign this Agreement in whole or in part without the prior written consent of the Company, which will not be arbitrarily withheld.
- S. It is understood that Drivers have no seniority rights beyond those stated in this agreement.

8) STRUCK WORK

- A. The Union reserves the right to its members to refuse to execute work that was to be produced by struck C.E.P. printing concerns where legal lockouts or strikes are in progress.
- B. No Drivers covered by this contract shall be required to cross a legal picket line established at the Citizen.

9) SCHEDULE A

To: _____

I hereby assign to the Communications, Energy and Paperworkers Union of Canada, Local Union 868 and authorize you to deduct from any earnings as your Dependent Contract Delivery Driver, an amount equal to all union dues levied against me by the Union for each dues month following the date of this assignment.

I hereby authorize and request you to remit monthly the amount deducted to the Communications, Energy and Paperworkers Union of Canada, Local Union 868.

Driver's Signature

Date

This agreement is approved as being in compliance with the laws of the Communications, Energy and Paperworkers Union of Canada and, the undersigned, on behalf of the Executive Council of the the Communications, Energy and Paperworkers Union, hereby pledges, as a matter of union policy only its full authority under its laws to the fulfillment thereof without becoming party thereto and without assuming any liability thereunder.

Dated at Prince George, B.C., this 6 day of Feb. 1998^D

For C.E.P. Local 868

Jay Langan

[Signature]

For the Citizen

[Signature]

[Signature]

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

t Resignation Plan Framework

This addendum is attached to and forms part of the collective agreement which is effective from May 1, 1994 to April 30, 1996.

- a) Every employee who qualifies under this package will receive the following:

For every year of continuous service an employee will receive 3 weeks of pay at the basic daily rate to a maximum of 78 weeks.

The number of weeks will be prorated by months for the final year of continuous service should this not equal a full year as of the date of resignation.

- b) Continuous service for the purposes of this letter is as defined in Section 4 of the current collective agreements (excluding Delivery Drivers).
- c) Employees referred to in Sections 38(F) and (H) of the Editorial, Press, Composing Room collective agreement, namely, N. Brielsman, S. Funnell, R. Baird, I. McGill, W. Cameron, J. Delaurier, L. Richards, A. Quinn, and R. Conn, will receive an additional \$20,000 above the amount mentioned in a) above.
- d) The following employees will receive an additional amount (per the table below) above the amount mentioned in a) above.

Employees with a job guarantee ending on January 31, 2001, Gayle Garrison, Dan Lenser, Tim Garrison, Miles Fortune, Denis Ruth, Gene Malick, Bill Fowle and Joe Ferrante.

Employees with a job guarantee ending on April 30, 2004, Bonny Pavey, Wanda Spencer, Debbie Paulson, Sally Demyon, Judy Clark and Denise Bodenham.

The amount paid will be calculated based on the following table and will be prorated based on the number of full months of continuous service.

<u>Years left on Guarantee</u>	<u>Amount</u>
More than 9 year(s)	18,000
More than 8 year(s)	16,200
More than 7 year(s)	14,400
More than 6 year(s)	12,600
More than 5 year(s)	10,800
More than 4 year(s)	9,000
More than 3 year(s)	7,200
More than 2 year(s)	5,400
More than 1 year(s)	3,600
More than 0 year(s)	1,800

10.6.1

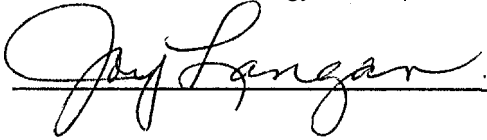
- e) This voluntary resignation option will be offered at the discretion of management. This package is only available in situations where the employee will not be replaced on a permanent basis.
- f) Upon direct receipt from the employee's financial advisor, the company will pay up to a maximum of \$500 for outside financial advice

- g) Medical and dental plans will be extended for the number of weeks in a) above.
- h) When a decision must be made between two or more employees requesting this package the employee with the longest period of continuous service as defined in b) above with The Prince George Citizen will receive priority.

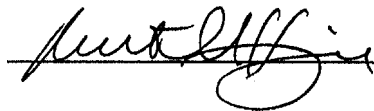
Dated at Prince George, B.C.

this 6 day of Feb 1996

Communications, Energy and Paperworkers Union of Canada, Local 868



The Prince George Citizen, A Division of Southam Inc.



Witnessed by:

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

This addendum is attached to and forms part of the collective agreement which is effective from May 1, 1994 to April 30, 1996.

Section A:

In return for the changes in work practices described in Section B of this addendum, all employees listed below are guaranteed employment with the Prince George Citizen until January 31, 2001, unless they voluntarily resign their employment with the employer, retire from the employment of the employer, die or are terminated for just cause.

The parties agree that this job security clause shall supersede and prevail over any and all provisions of the collective agreement should a conflict arise between this and any other section of the collective agreement. It shall cease to be in effect in the event of the closure of the Prince George Citizen or the winding up of its parent company.

Employees referred to in Paragraph 1 are: Gayle Garrison, Dan Lenser, Tim Garrison, Miles Fortune, Denis Ruth, Gene Malick, Bill Fowlie and Joe Ferrante.

Section B:

The employer shall have the right to transfer any work, equipment and/or process, or member of the bargaining unit, in whole or in part, from the jurisdiction of the composing room as described in any or all previous collective agreements between the two parties, free from any jurisdictional claims.

The conditions of this addendum and the items contained within it are not negotiable during its term.

Section C:

5.a.1

The employer will assign work to members of the composing room unit which will allow them to participate with other departments in tasks that utilize their abilities and skills.

No full-time employee on staff as of January 31, 1991 shall be laid off as a direct result of a composing room employee transferring into his or her job classification.

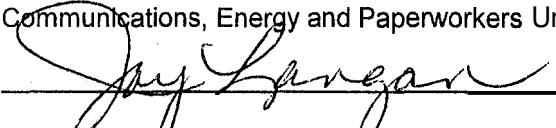
Section D:

In the event of a legal work stoppage, this addendum is suspended during the period of the work stoppage; it will resume in its entirety for the rest of its term when work resumes under a new collective agreement.

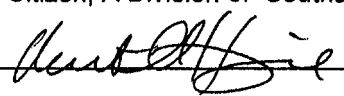
Dated at Prince George, B.C.

this 6 day of February 1998

Communications, Energy and Paperworkers Union of Canada, Local 868



The Citizen, A Division of Southam Inc.



Witnessed by:

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

It is agreed that the changes made in the definition of night hours, and the entitlement to night differential, during the 1994 negotiations shall not apply to Don Schaffer, Ed Mills, Brent Braaten, Dave Milne, Chuck Nisbett, and Bill Fowlie.

Dated at Prince George, B.C.

this 6 day of Feb 1994

Communications, Energy and Paperworkers Union of Canada, Local 868

Jay Langan

The Citizen, A Division of Southam Inc.

Neil Hoffo

Witnessed by:

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

Employees of any bargaining unit who are temporarily transferred by the Company to another Southam publication will maintain their pay rates, vacation entitlements and employee benefits during their period of absence from The Prince George Citizen.

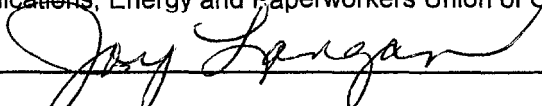
Upon return to The Citizen they will be reclassified to their former position or equivalent with no interruption in Company service, bargaining unit seniority, rates or benefits.

Relative experience at another Southam publication will be considered, but will not be automatic when establishing a new employee's placement on the classification wage scale.

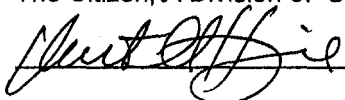
Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868



The Citizen, A Division of Southam Inc.



Witnessed by:

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

Notwithstanding Section 8(F) of the Circulation Agreement, a District Advisor or Ms. Joan Bell will be paid the supervisor's rate of 12% above scale when left in charge of the department during each full day's absence of the department manager. Such assignments will occur on a rotating basis.

H.A.S

Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868

Jay Langan

The Citizen, A Division of Southam Inc.

Dick [Signature]

Witnessed by:

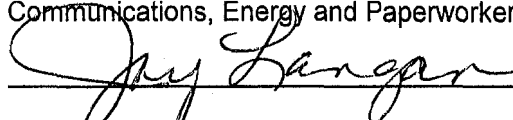
LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

It is agreed that a meeting will be held each month between representatives of each department within the company and representatives of the company to discuss issues of mutual concern.

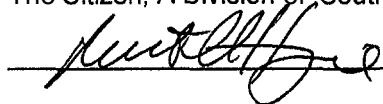
Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868



The Citizen, A Division of Southam Inc.



Witnessed by:

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

It is agreed that, upon presentation of a receipt for the purchase of material for aprons for use while working in the mail room, all permanent and permanent part-time employees will be reimbursed up to \$30 per year.

Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868

[Signature]

The Citizen, A Division of Southam Inc.

[Signature]

Witnessed by:

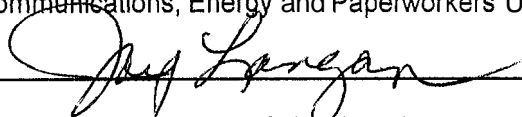
LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

It is agreed that, with reference to provisions of Section 13 of the Editorial, Pressroom and Composing Room contract in which employees are given two consecutive days off in every seven or two consecutive days off following each five-day period worked, for the term of this contract, the union agrees to supply the people necessary to publish the Citizen six times a week to a maximum of one person per department working a split shift. Employees hired subsequent to May 18, 1984 are exempt from this agreement.

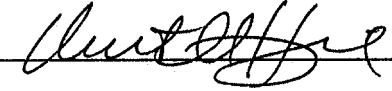
Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868



The Citizen, A Division of Southam Inc.



Witnessed by:

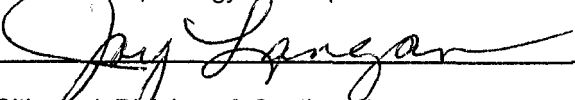
LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

It is agreed that in the composing room, press room and mail rooms only, employees may work the required 37.5 hours per week (Effective as of October 17, 1994, 36 hours per week) using a flexible shift at the request of the employee and the agreement of the company. The employer can cancel this agreement at any time.


Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868



The Citizen, A Division of Southam Inc.



Witnessed by:

LETTER OF AGREEMENT
between
THE PRINCE GEORGE CITIZEN
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 868

This addendum is attached to and forms part of the collective agreement which is effective from May 1, 1994 to April 30, 1996, covering employees employed in the Business Department.

Section A.

In return for the changes in work practices described in Section B of this addendum, all employees listed below are guaranteed employment with The Prince George Citizen until April 30, 2004, unless they voluntarily resign their employment with the employer, retire from the employment of the employer, die or are terminated for just cause.

The parties agree that this job security clause shall supercede and prevail over any and all provisions of the collective agreement should a conflict arise between this and any other section of the collective agreement. It shall cease to be in effect in the event of the closure of The Prince George Citizen or the winding up of its parent company.

Employees referred to in Paragraph 1 are: Bonny Pavey, Wanda Spencer, Debbie Paulson, Sally Demyon, Judy Clark and Denise Bodenham.

Section B.

Notwithstanding Section 2 of the collective agreement, effective as of September 29, 1994, the employer shall have the right to transfer any work, equipment and/or process, or member of the bargaining unit, in whole or in part, from the jurisdiction of the Business Department as described in any or all previous collective agreements between the two parties, free from any jurisdictional claims. The conditions of this addendum and the items contained within it are not negotiable during its term.

Section C.

The employer will assign work to members of the Business Department unit which will allow them to participate with other departments in tasks that utilize their abilities and skills. It is understood that the employees referred to above shall be required to carry out work assignments in departments other than business. No full-time employee on staff as of September 29, 1994 shall be laid off as a direct result of a Business Department employee transferring into his or her job classification.

5.a.1

Section D.

In the event of a legal work stoppage, this addendum is suspended during the period of the work stoppage; it will resume in its entirety for the rest of its term when work resumes under a new agreement.

Dated at Prince George, B.C.

this 6 day of Feb 1998

Communications, Energy and Paperworkers Union of Canada, Local 868

Ray Sangan

The Citizen, A Division of Southam Inc.

Debbie Paulson

Witnessed by:

Addendum for Collective Agreement between the Prince George Citizen a division of Southam Inc. and Communications, Energy and Paperworkers Union of Canada, Local 1997.

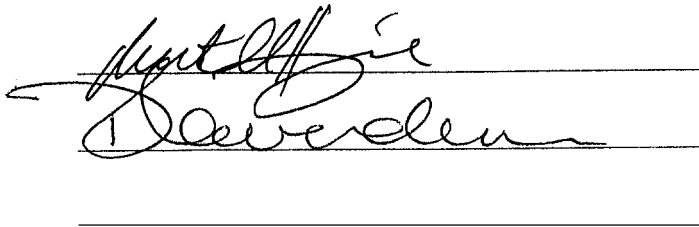
Letter of Understanding

Notwithstanding Section Eight (8) of the collective agreement between Prince George Citizen a Division of Southam inc. (the "Employer") and the Communications, Energy and Paperworkers Union of Canada Local 1997 (the "Union"), effective April 1, 1996 to December 31, 1999 requiring the Employer to contribute to the CWA/ITU Pension Plan (Canada), the Union may, in its sole discretion, direct in writing the Employer to forward such contributions for its employee members covered by such collective agreement to a different pension plan, effective for any contributions due to be paid on or after the date notice of such direction is given to the Employer.

Signed:

February 6, 1998

For the Company



For the Union

