

COLLECTIVE AGREEMENT

Between

THE COWICHAN VALLEY CITIZEN

And

**VICTORIA-VANCOUVER ISLAND
NEWSPAPER GUILD
LOCAL 30223 of the NEWSPAPER GUILD**

**Sector of the COMMUNICATIONS WORKERS
OF AMERICA**

MARCH 1, 2011 to FEBRUARY 28, 2014

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THIS AGREEMENT made _____ between "The Cowichan Valley Citizen", a Division of Postmedia Network Inc., hereinafter referred to as the "Management" and the "Victoria-Vancouver Island Newspaper Guild, Local 30223 of The Newspaper Guild, sector of the Communications Workers of America"; hereinafter referred to as "The Guild" on behalf of employees covered by this agreement.

ARTICLE 1: COVERAGE

1. This Agreement covers all employees of "The Cowichan Valley Citizen" in the following departments except as provided in Section 2:

- Front Office
- Accounting
- Editorial
- Circulation
- Classified Advertising
- Display Advertising
- Production
- Darkroom

2. The following are excluded from this Agreement

- Publisher
- Advertising Manager
- Customer Service Manager
- Editor

3. Should Management create a new position or enlarge an existing position and a dispute arises as to whether a particular person comes within the bargaining unit covered by this Agreement, the matter may be submitted by either party to the Labour Relations Board for a decision. The Board will be asked to ascertain whether that person is an employee within the meaning of the Labour Relations Code. If the Board decides in the affirmative, the employee will be placed in the bargaining unit.

- 4.

- a) The kind of work either normally or presently performed by employees defined in Section 1 is recognized as the jurisdiction of the Guild, as long as the Management continues to do such work.

- b) For purposes of clarity, it is agreed that Section 4 (a) shall in no way interfere with the present work practices which may continue to be carried out by those positions defined in Section 2.

ARTICLE 2: GUILD SHOP

1. Management recognizes The Guild as the sole collective bargaining agent for the employees covered by this Agreement.
2. The Management shall require as a condition of employment (including temporary employment) within the certified bargaining unit that all persons shall, immediately upon commencing work within the certified bargaining unit, become and remain a member of The Guild in good standing during the term of their employment.

3. Check off

- a) The Management agrees to deduct bi-weekly from the salary due employees who are members of The Guild covered by this Agreement an amount as required by The Guild and supplied in schedule form to the Management by The Guild Executive Committee.
- b) The Management agrees to remit the monies collected and to supply The Guild a bi-weekly list of the amount of dues deducted from each Guild member on a monthly basis. Remittance shall be made by Management to The Guild no later than the full week after the last Saturday of each month.
- c) All employees required to pay Union dues shall be required to sign an authorization for deduction in the following form

ASSIGNMENT and AUTHORIZATION to CHECK OFF GUILD UNION DUES

To The Cowichan Valley Citizen,

I hereby assign to the Victoria-Vancouver Island Newspaper Guild, Local 30223 of The Newspaper Guild, sector of the Communications Workers of America, (CLC, AFL-CIO), and authorize you to deduct from any salary earned or to be earned by me as your employee, an amount equal to all union dues and assessments levied against me by the Guild as per the schedule on the reverse side for each week following the date of this assignment. I hereby authorize and request you to remit the amount deducted to the Victoria-Vancouver Island Newspaper Guild.

(Employee's Signature) _____

(Effective date) _____

ARTICLE 3: HIRINGS, TRANSFERS, PROMOTIONS

- 1. Management shall notify The Guild of all vacancies in positions covered by this Agreement.
- 2. All vacancies shall be posted for seven (7) calendar days. In cases where this is not possible the vacancies shall be posted for three (3) working days. All such postings shall identify the requirements of the position and the qualifications, skills and experience required. If Management fills the vacancy with a present employee, the resulting vacancy shall be posted for three (3) working days.
- 3. Management shall continue to weigh job applicants on their merits and shall hire the person best qualified for the position in the opinion of Management. Should Management determine that a current employee(s) is best qualified for the position, and should qualifications, skills, ability and experience be equal from more than one (1) internal applicant, then the most senior employee will be offered the position.
- 4. In applying the schedule of salaries in this Agreement, the employee shall be classified at the time of employment or promotion as to job title and rate of pay.
- 5. The probationary period for new employees shall be 65 worked shifts. The probationary period for new part-time employees shall be 65 worked shifts but shall not extend past six (6) months from the date of hire. Management shall use the probationary period to assess the ability of the employee to perform at standards acceptable to the Management and to meet with and advise the probationary employee on their

performance. Should the employee not meet these acceptable standards during his/her probationary period, Management may terminate the probationary employee.

6. An employee who is voluntarily transferred or promoted to another classification or job description within a classification will be subject to the probationary provisions of this Article. This is not intended to apply when only a change of work distribution within that classification or job description takes place. If either Management or the employee conclude that the employee is not suitable for the job, the employee shall be returned to their former or comparable classification or job description.
7. No employee shall in any way be penalized for refusing to accept a promotion or transfer.
8. Management shall supply The Guild on an annual basis, the following information for each employee in the bargaining unit:
 - a) Name, address, home phone number
 - b) Date of Hiring
 - c) Job Title
 - d) Base salary or hourly rate.
9. Within one (1) month after hiring of a new employee, the Management shall furnish The Guild in writing with the data specified in Section 8 for each new employee.

ARTICLE 4: GRIEVANCE PROCEDURE

1.
 - a) Should any difference arise concerning the interpretation, application, operation, or alleged violation of this Agreement, including any Letters of Understanding appended to this Agreement, the parties to this Agreement shall settle the matter as hereinafter provided.
 - b) It is agreed that no employee has a grievance until he has given his immediate supervisor five (5) working days in which to adjust any complaint which has arisen. An employee may have a Guild representative present if he desires. If within that time no agreement has been reached the matter may be submitted to the Grievance Committee in accordance with the provisions of this section.
2. Any grievance (Guild, Management, or employee) must be presented to the Grievance Committee in writing, within fifteen (15) days of the event which gave rise to the grievance, setting forth the grounds for the complaint and the provision or provisions of the collective agreement which are alleged to have been violated, together with the remedy sought.
3. A Grievance Committee consisting of two (2) Representatives of Management and two (2) Representatives of The Guild shall be designated. To this committee shall be referred by either party to this Agreement, all questions which may arise as to the interpretation, application, or alleged violation of any clause of this Agreement. Such Grievance Committee shall meet within five (5) days after any questions or differences have been referred to it, and shall render a decision within ten (10) days and such decision shall be binding upon both parties.
4. If the Grievance Committee cannot reach an agreement on the question or difference referred to it, at the request of either party hereto, within ten (10) days the matter may be referred to Arbitration. If the parties cannot agree on an Arbitrator within 45 days after referral to Arbitration, either party may apply to the Director of The Collective Agreement Arbitration Bureau to constitute an Arbitration Board under the

provisions of Section 86 of the Labour Relations Code. The decision of the Arbitrator shall be binding on both parties. The cost of the Arbitrator shall be borne equally by the parties.

5. If no written request for Arbitration is received within thirty (30) days after the decision of the Grievance Committee is given, the grievance shall be deemed to have been settled.
6. Time limits set out in this section may be extended by mutual agreement.

ARTICLE 5: SECURITY

1. There shall be no dismissal except for just and reasonable cause.
2. The Guild recognizes the rights of Management to reduce the workforce as a result of economic necessity.
3.
 - a) In the event of layoff, Management shall, whenever possible, give The Guild and the employee(s) ninety (90) days notice of layoff.
 - b) Should a reduction of the workforce be necessary, Management shall recognize relative competency and length of service. Relative competency being equal, such reductions shall be made in inverse order of seniority in the classification involved. The laid off employee(s) shall be placed on a Recall List for a period of one (1) year. For the one (1) year period, no new employee shall be hired into that classification until those laid off have first been given the option of Recall.
 - c) In the event of recall from a reduction in the workforce, the laid off employee(s) shall be recalled to work in a classification in the reverse order from that in which they had been laid off. Recall notice shall be issued by registered mail to the last known address of the laid off employee(s). The laid off employee(s) must respond within ten (10) days of the employee(s) receipt of notice of Recall. If no affirmative reply is received within ten (10) days of the employee's receipt of notice, that employee's Recall rights shall be deemed to have been waived.
 - d) Refusal to accept Recall to a position that is not comparable in terms of the hours to be worked from those of the position from which the employee was laid off, shall not cause an employee to be struck from the Recall List.
4. Seniority is defined as the length of time an employee has been continuously employed at the newspaper since the employee was last hired. In the case of a new employee successfully completing his probationary period, seniority will be retroactive to the date of hire.
5. When the conduct or efficiency of employee(s) reaches the stage where disciplinary action is necessary, Management shall so advise The Guild and the employee(s) concerned. Such notice shall be in writing and include details of any such complaint. Any replies to such notice shall also become part of his/her record.
6. Upon receipt of written authorization from an employee, an authorized representative of The Guild shall have the right to review that employee's personnel file any time there is a dispute involving that employee. Further, the employee may request, or authorize The Guild representative to be provided with copies of all relevant materials in the file.'
7. An employee shall have access to his/her personnel file twice during any calendar year for the purpose of reviewing the material therein. A request to review a file should be made in writing. A mutually agreeable time, within one (1) week of the request, will be established for the review.
8. Letters of dissatisfaction, written records of reprimand and letters of warning will be removed/destroyed from an employee's personnel file eighteen (18) months from the date of issue of the document. Records

of suspension will be removed/destroyed from the personnel file twenty-four (24) months from the date of issue. The foregoing provisions for the removal/destruction of disciplinary records will only apply provided that no further disciplinary notice has been issued within the relevant time periods.

ARTICLE 6: TECHNOLOGICAL CHANGE

1. Definition: any change in technology, method or processes during the period of the collective agreement which will result in a decrease in the number of Guild members employed.
2. "Technological Change" does not include normal layoffs as reflected in Article 5 of this collective agreement.
3. Management has the right to introduce technological changes. Prior to so introducing, The Guild shall be given at least three (3) months notice in advance of the introduction of new or modified equipment or processes, and the parties will meet beginning no more than ten (10) days after such notice and shall discuss with The Guild the time, procedure and such training as Management deems to be necessary for the introduction of the contemplated changes.
4. Notice of the Technological Change shall be in writing and shall state :
 - a) The nature of the Technological Change;
 - b) The date on which Management proposes to effect the change; and;
 - c) The approximate number and type of employees likely to be affected by the change.
5. Management agrees that reasonable effort will be made to retrain and/or reclassify any employee displaced by the introduction of new technology, methods or processes, where the employee has the ability and/or qualifications.

ARTICLE 7: SEVERANCE PAY

1. Severance pay shall not be paid, nor shall notice be required under the following conditions:
 - a) An employee is discharged for just cause.
 - b) An employee provokes his own dismissal.
 - c) An employee is employed under an arrangement by which Management may request the employee to come to work at any time for a temporary period.
 - d) An employee is employed for a definite term or for specific work to be completed in a period not exceeding twelve (12) months.
 - e) An employee employed under an arrangement whereby he has the choice of accepting or rejecting work.
 - f) An employee who has been offered by Management and refused a reasonable pay level and comparable alternative employment.
2. Upon dismissal for any other reason, or upon being laid off, an employee with a minimum of six (6) months service, shall receive notice in writing or severance pay in lieu, at Management's option, equal to one week's basic salary for each completed year of continuous service with a minimum of two (2) weeks up to a maximum of sixteen (16) weeks.

3. "Severance Pay" means the greater of the employee's
 - a) normal weekly wages, or
 - b) average weekly wages within the last eight (8) weeks he earned wages. For the purpose of this definition, commissions shall be included when determining normal weekly wages or average weekly wages. Overtime wages shall not be included or taken into account when determining normal weekly wages or average weekly wages.
4. If any employee is rehired to the Cowichan Valley Citizen following the payment of severance pay and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Management. Reasonable terms of repayment shall be arranged if required by the employee.
5. The period of any employee's service with the Management, for the purpose of this Article, shall mean the total period of consecutive and uninterrupted service of the employee concerned, except that leaves of absence granted by the Management to any employee and the period of layoff of an employee subsequently rehired following a dismissal to reduce the workforce, shall not be regarded as an interruption in continuous service, but the time actually spent away from regular duties shall not be counted as time served.
6. Retirement shall not be considered to be dismissal.

ARTICLE 8: CLASSIFICATIONS and MINIMUMS

Note: No wage increase for 2011, 2012, 2013

Lump sum of five hundred dollars (\$500.) for each employee effective the first (1st) pay period following the ratification vote of June 22, 2011.

March 1, 2010 Hourly rate **2.5%**

FRONT OFFICE/CLASSIFIED/DISPLAY CLERKS

Probation	\$10.58
4 – 12 months	\$11.92
2nd Year	\$13.26
3rd Year	\$14.57

PRODUCTION SUPERVISOR \$20.10

PRODUCTION

Probation	\$11.24
4 - 12 months	\$12.48
2nd Year	\$13.89
3rd Year	\$15.20
4 th Year	\$16.24

March 1, 2010 Hourly Wage

2.5%

ACCOUNTING CLERKS

Probation	\$11.25
4 - 12 months	\$12.59
2nd Year	\$13.90
3rd Year	\$15.24
4th Year	\$16.56

SALESPEOPLE, EDITORIAL REPORTERS/PHOTOGRAPHERS

Probation	\$12.59
4 - 12 months	\$13.90
2nd Year	\$15.24
3rd Year	\$16.56
4th Year	\$17.90
5th Year	\$19.21

ARTICLE 9: GENERAL WAGE PROVISIONS

1. Payment of salaries and wages shall be bi-weekly via direct electronic transfer, not later than 5:00 p.m. of the second Friday.
2. No employee will suffer an actual decrease in weekly pay through adoption of the new salary schedule.
3. When employed for a shift as a fill-in in a higher classification, employees shall receive at least the minimum in the higher classification next higher than the employee's regular salary. Any time spent in training shall be paid for at the employee's regular rate. When employees regularly work part-time in a higher classification, their rate of pay shall be adjusted to reflect the amount of time worked in the higher classification. This section is not intended to apply when only a change of work distribution within that classification is involved.
4. An employee who temporarily works in an excluded position shall be paid a premium.
5. Should Management create a new job it shall furnish The Guild with its proposed job description and proposed wage schedule immediately such is available. Should the parties not be able to agree on the classification and/or the wage schedule, the matter may be submitted to Arbitration as per the provisions of Article 4.
6. All employees scheduled to work shall be paid a minimum of four (4) hours. Any student reporting for work on a school day shall be subject to the terms of the collective agreement except that they may be employed for a period not less than two (2) hours.
7. Employees on call shall be scheduled on the basis of seniority.
8. The basic salaries set out in Article 8 are minimum salaries and it is agreed that Management may grant discretionary increases to employees above the set minimums based upon individual merit and performance.
9. Should Management deem that a new employee's experience warrants a higher rate of pay than the minimum, there is nothing precluding Management from starting the new employee above the minimum. Once hired, the said employee will advance to the next experience increase as provided.

ARTICLE 10: HOURS and OVERTIME

1. The week shall be defined as commencing at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday. 7 1/2 hours shall constitute a shift. Five (5) shifts shall constitute a week.
2.
 - a) A shift shall be 7 1/2 hours within 8 1/2 hours.
 - b) Editorial staff shall arrange with the Editor a work schedule within 37 1/2 hours in a week.
3. Management shall pay for all overtime work in cash, or at the employee's option, time off in lieu. Such time off shall be taken within a reasonable period and shall be mutually agreed to by Management and the employee.
4. Overtime shall be defined as work authorized and required in excess of the work day or work week specified above and shall be compensated for as follows:
 - a) Work in excess of the 7 1/2 hour day shall be at time and one half (1 1/2X) for the first 3 1/2 hours and double (2X) time thereafter.
 - b) Work performed on the sixth (6th) shift in excess of the 37 1/2 hour work week shall be at time and one half (1 1/2X).
 - c) Work performed on the seventh (7th) shift and/or any hours in excess of 45 hours for the week shall be at double (2X) time.
5.
 - a) A lunch period of up to one (1) hour will be assigned to each shift, such time not to be included in the number of hours worked, and shall not be more than 4 1/2 hours from starting time.
 - b) Paid breaks will continue as per past practice.
6.
 - a) Overtime shall be worked when required.
 - b) Management agrees to provide as much notice as possible of overtime to be worked.
7. Except for an operational emergency, or where the employee agrees otherwise, there shall be a minimum of ten (10) hours between the end of a shift and the commencement of the next shift.
8. Where the operational requirements permit, employees shall receive consecutive days off.

ARTICLE 11: HOLIDAYS

1. The following holidays shall be granted to all employees with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed as a statutory holiday by the Provincial Government of British Columbia or the Federal Government.
2. In order to qualify for holiday pay, employees must work their regular working day immediately preceding and immediately following the holiday unless they have satisfied Management as to the reason for their absence.

3. All employees scheduled to work on the above named holidays shall receive their regular salary when not required to report. If a holiday must be worked, it will be paid at time and one half (1 1/2X), plus the regular day's pay.
4. When a holiday falls on an employee's scheduled day off or during a paid vacation, the employee shall be given another day off in lieu of the holiday.

ARTICLE 12: VACATIONS

1.
 - a) Employees who have been employed for a period of one (1) year shall be entitled to ten (10) days vacation with pay.
 - b) Employees who have been employed for a period of two (2) consecutive years shall be entitled to fifteen (15) days vacation with pay.
 - c) Employees who have been employed for a period of eight (8) consecutive years shall be entitled to twenty (20) days vacation with pay.
 - d) Employees who have been employed for a period of fifteen (15) consecutive years shall be entitled to twenty-five (25) days vacation with pay. [(c) and (d) above – effective the date of ratification – Feb. 4, 2004]
2. Vacation schedules shall be posted not later than June 1st for the following " vacation year ". It is recognized that the " vacation year at the Citizen starts July 1st and ends June 30th. Vacations not booked by October 1st of each year will not be subject to seniority claims.
3. Management will provide a list of all employees by department showing their vacation entitlement for the following vacation period (including anniversary date) by June 1st of each year. Management will also identify, by department, the maximum number of employees that can be away at any one time.
4. Employees may select their vacation schedule according to their seniority providing such vacation does not interfere with the efficient operation of their department as determined by Management.
5. Vacations of more than two (2) weeks need not be arranged consecutively. Employees may not schedule more than two (2) weeks vacation at one time, unless written permission is received from Management.
6. There shall be no accrual of vacation time from one year to the next except by mutual agreement.
7. Upon termination of employment, an employee shall receive pro rata vacation pay for the period to which he is entitled.

ARTICLE 13: SICK LEAVE, HEALTH and WELFARE

1. Upon completion of their probationary period, employees are entitled to nine (9) sick days per year paid. [effective date of ratification – Feb. 4, 2004]. Such leave is for sickness only and Management may require proof of illness. Sick leave may not be accumulated from year to year nor added to vacation time. Medical appointments shall be deducted from sick leave.
2.
 - a) B.C. Medical Services Plan shall be made available to employees after 90 days of service. The Management shall pay 75% of the premium with the balance deducted from the employee's payroll.

- b) The Manulife Financial Plan (or similar plan with equal benefits) shall be made available to employees covered by this Agreement after 90 days of service. Areas of coverage shall include:

Manulife Extended Health Benefits

Dental Care Benefits

Accidental Death and Dismemberment

Life Insurance

Long Term Disability Benefit

The Management shall pay 75% of the cost of the Plan. The balance of the premium shall be deducted from the employee's payroll.

- c) The Manulife Extended Health Benefits shall include a provision for eyeglasses, contact lenses and laser eye surgery which shall be two hundred seventy-five dollars (\$275.00) per person every two (2) years. This provision is in addition to the eyeglass provision for cataracts that currently exists in the plan document.
- d) The Manulife Long Term Disability Plan shall be revised to include access to the Plan for employees who are pregnant or on maternity leave as per Brooks/Safeway Supreme Court decision. The Manulife LTD Plan document shall be amended to reflect a waiting period of 17 weeks.
- e) The Management will reimburse employees up to one hundred (\$100.00) dollars every two (2) years for eye examinations. [effective date of ratification – Feb. 4, 2004]
3. In the event an employee is off on Long Term Disability, Management shall maintain the premiums for benefits and shall be reimbursed by the employee for the employee's share of such premiums.
4. In the event an employee dies and that employee's eligible dependents are covered under the Medical Services Plan of B.C., Extended Health Benefits and/or Dental Plan; coverage for the eligible dependents shall be continued for three (3) months and the Management shall pay the full cost of this coverage.
5. A regular employee shall be granted up to three (3) days leave with pay in the event of the death of a member of the employee's immediate family. "Immediate family" shall be limited to husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, grandparents, stepchildren and step-parents. The leave will be increased by one (1) day for a spouse, child or step child. Should the death occur more than eight hundred (800) kilometres from Duncan then the three (3) days shall be increased to five (5) days.
6. A regular employee is entitled to up to five (5) days without pay each calendar year (on a non cumulative basis). The purpose of the leave is to meet the responsibilities related to:
- a) the care, health, or education of a child in the employee's care;
- b) the care, health of any member of the employee's immediate family.
7. Maternity and parental leave without pay shall be granted as provided in the Employment Standards Act of B.C.
8. The Guild and Management accept First Aid regulations as per the Workers Compensation Act.
9. Management agrees to keep its plant in a clean, healthful, properly heated, ventilated and lighted condition for the performance of all work.
10. All work areas shall be smoke free.

11. All employees shall have access to a clean-up area supplied with clean-up supplies and hot water.

ARTICLE 14: LEAVES OF ABSENCE

- 1.1 Leaves of absence without pay may be granted by Management for good and sufficient cause.
- 1.2 All conditions of the leave and the return to work must be in writing and agreed to by both parties before the leave is effective.
- 1.3 Failure to return to work from a leave of absence upon its expiry date shall be considered a voluntary resignation, unless such date has been extended by mutual agreement of Management and the employee.
- 1.4 Although a leave of absence will not break seniority standing (an employee's continuous service) there shall be no accrual of vacation credits or any obligation on the part of the Management to maintain or incur any costs on behalf of the leave taker.
- 2.1 If an employee is elected or appointed to any position in TNG-CWA or Local 30223 of The Newspaper Guild, sector of the Communications Workers of America, such employee upon his/her request shall be given a leave of absence without pay for the duration of their appointment or election. If an employee is elected or appointed to any position in any organization with which TNG-CWA is affiliated, including the CLC, or the AFL-CIO, such employee, upon his/her request may be given a leave of absence without pay for the duration of their appointment or election. In any event, only one (1) employee may be on such leave at any one time. The Guild will provide two (2) months notice of such leave to the Management.
- 2.2 Short term leaves shall be granted without pay to employees elected or appointed as delegates to conventions, special meetings of CWA-TNG, Local 30223 of The Newspaper Guild, sector of the Communications Workers of America, CLC, AFL-CIO, or any other labour organization with which The Guild is affiliated provided such leaves do not cause unreasonable disruption of operations. In any event, only one (1) employee may be on such leave of absence at any one time. The Guild will provide one (1) month's notice of such leave to the Management. The Management agrees to pay the wages of employees granted such leaves and The Guild agrees to reimburse the Management.
- 2.3 Leaves of absence shall be granted to members of The Guild to attend collective bargaining with the Management as per the provisions of Article 11, Section 1 (c) of the By-Laws of The Guild as at February 28, 1995. The Management agrees to pay the wages of employees granted such leaves, and The Guild agrees to reimburse the Management.
- 3.1 Upon expiration of a leave of absence, an employee shall be reinstated to the same position, or one comparable to the position held when the leave of absence began. Such reinstatement shall not require Management to increase the number of the staff.

ARTICLE 15: PART-TIME and TEMPORARY EMPLOYEES

1. A part-time employee is one who regularly works less than 28 hours a week. A temporary employee is one employed for a special project or a specified time, not to exceed one (1) year.
2. Part-time employees shall be paid on an hourly basis as per Article 8 (Classifications and Minimums).
3.
 - a) Temporary employees are not entitled to benefits covered under Article 13.
 - b) Part-time employees who work 22 1/2 hours per week or more (including fair averaging over a three (3) month period where applicable) shall be entitled to M.S.P. and Extended Health Benefits on a 75 - 25

cost sharing basis of the premium. In the event that a qualified part-time employee's hours are subsequently reduced by Management to less than 22 1/2 hours per week, such employee may elect to continue M.S.P. and Extended Health Benefits on a 75 - 25 cost sharing basis of the premiums notwithstanding the reduction in hours.

4.

- a) Part-time employees shall advance on the schedule of minimum salaries according to actual hours worked in terms of a 28-hour work week (e.g. An employee working 14 hours per week shall be deemed to be working half a normal work week, etc.)
- b) In the event a part-time or temporary employee becomes full-time or permanent, he shall be credited with actual hours previously worked.

5. Part-time employees shall be entitled to the same vacation privileges as full-time employees. Vacation pay shall be determined as a percentage of gross earnings based on 2% per week of vacation earned.

6. Part-time and temporary employees shall be entitled to overtime as provided in Article 10.

7. Part-time and temporary employees having been employed for a minimum of 30 calendar days and who have worked at least 15 days during the 30 calendar days preceding a statutory holiday shall be paid an amount equal to the average hours per day worked during the preceding 4 weeks, excluding overtime hours.

8. Part-time and temporary employees shall not be employed where, in effect, such employment would eliminate or displace a regular or fulltime employee.

9.

- a) An unpaid lunch period of a ½ hour will be assigned to shifts of more than 5 hours.
- b) Paid breaks shall be continued as per past practice.

ARTICLE 16: EXPENSES and EQUIPMENT

1. The Management shall pay all authorized expenses incurred by any employee in the employment of the Management and such authorization shall not be arbitrarily withheld.

2. a) Employees who use their automobiles in the service of the Management will be compensated as follows:

- i. On the first (1st) day of January, April, July and October each year, the retail price of regular leaded gasoline will be determined from the following three (3) service stations and will be averaged.

- Petro Canada: 321 Trans Canada Highway, Duncan

- Save-on-Gas: 4801 Trans Canada Highway, Duncan

- Chevron: 320 Trans Canada Highway, Duncan

- ii. In the event of the closing down of one of the above service stations, another service station will be substituted for the purpose of determining the average retail price.

- iii. When the average retail price is determined, the price per kilometre will be adjusted (from the present 36 cents per kilometre base) for the next quarter, up or down, at the same percentage as the average retail price of gasoline has gone up or down.

b) Employee's authorized to use their own vehicles shall be required to maintain an accurate mileage claim form and shall submit said form to their Manager no later than the sixteenth (16th) of each month.

c) Management agrees to pay sixty (\$60) dollars towards business insurance coverage upon proof of purchase of stated insurance.

3.

a) At Management's option employees may be authorized to use Company cars for the performance of duties on behalf of the Management.

b) Employees so authorized shall be responsible for reporting malfunctions and other operating data as may be required.

4. Where employees agree and are authorized to use their own camera equipment, they shall receive a monthly allowance as follows :

Reporters / Photographers/Salespeople - \$35.00

ARTICLE 17: EMPLOYEE INTEGRITY

1. An employee's byline or credit line shall not be used over his protest.

2. Whenever possible, substantive changes in material submitted shall be brought to an employee's attention before publication. If the employee cannot be contacted before publication, his byline shall be removed.

3. On the basis of the rates of compensation established in this collective agreement, the Management has the full right to use and/or reuse in any manner, form or medium that the Management chooses, all material produced by employees during their working hours with The Citizen, or other publications produced by same.

4. An employee shall be free to engage in any activities outside of working hours. If such activity is in direct competition or exploits the employee's connection with the newspaper, or results in a conflict of interest, the employee shall first obtain permission from the Publisher.

ARTICLE 18: MISCELLANEOUS

1. Management agrees to install a bulletin board for The Guild's use. Notices will be posted only by officers of The Guild for the purpose of communicating with their members.

2. Employees called to serve on juries or called for service by any legal court or tribunal, excluding self initiated suits other than in connection with their employment, shall receive their wages during such periods of service, less any amount of jury or witness fees. Any employee called for jury service shall not be required to work on the days and or nights so spent.

3. Management and The Guild agree that there shall be no discrimination against a person with respect to employment because of membership or activity in The Guild, nor because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or the intended employment of that person, as specified in the Human Rights Code of B.C. and as amended from time to time by the Legislature.

4. Whenever the masculine is used in this Agreement, it shall be deemed to include the feminine, and the singular shall include the plural whenever the context so requires.

5. The Guild agrees that during the term of this Agreement there shall be no strike, slow down or stoppage of work or interference with production. Management agrees there shall be no lockout of employees during the term of this Agreement.
6. Management recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout.

ARTICLE 19: MANAGEMENT RIGHTS

1. Except to the extent expressly abridged by a specific provision of this Agreement, Management reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the business.
2. The Guild acknowledges that it is the exclusive function of Management to maintain order, discipline and efficiency, to hire, discharge, classify, direct, transfer, layoff, retire, promote and discipline for just cause.
3. Management shall have the right to make and alter from time to time rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement, to generally manage the enterprise in which the Management is engaged and to maintain, change or eliminate any and all existing practices.
4. Management shall have the right to determine and select equipment to be used in its operations and to change or to discontinue use of any equipment and to select new equipment for its operations.
5. Management shall have the sole right to determine the specific days on which publication shall be maintained, the number of editions to be published, when and what other work shall be performed and shall be the exclusive judge of the number of employees required in any capacity. Management shall be the judge of an employee's professional ability.
6. Management shall have the right to manage the operations and plant, determine the form, content and source of material to be published, engage and assign freelance writers, utilize wire services, receive and publish syndicated works, determine the hours of work, fix the number of shifts and adjust same from time to time.

ARTICLE 20: DURATION AND RENEWAL

1. This Agreement shall be for a duration of three (3) years, being deemed to have commenced March 1, 2011 and terminating on February 28, 2014 and thereafter within the limitations hereinafter set forth.
2. The parties agree to exclude the operation of Section 50, Subsection 2 and Subsection 3 of the Labour Relations Code of British Columbia.
3. If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the Labour Relations Code of British Columbia.
4. If notice proposing a new agreement or an amendment to this Agreement as hereinbefore provided is duly delivered, the terms and conditions, of this Agreement shall remain in effect until negotiations are lawfully terminated.

For the GUILD

PRESIDENT

SECRETARY

For the COWICAN VALLEY CITIZEN (Duncan)

LETTERS OF UNDERSTANDING

Letter of Understanding #1:

It is agreed that a list of all current employees shall be drawn up and the correct classification and pay rate shall be assigned to each employee.

Letter of Understanding #2: PRODUCTION SUPERVISOR

It is understood that for the purpose of layoff, the Production Supervisor shall be included with the Production Clerks.

Letter of Understanding #3: EMPLOYEE FAMILY ASSISTANCE PROGRAM (EFAP)

1. There shall be no change in the level or range of benefits and services and no change in the service provider (Interlock) without the consent of The Guild.
2. Opting out of the provision of an Employee Family Assistance Program shall only occur at the expiry of the collective agreement.
3. The services of the EFAP provided by the service provider (Interlock) are confidential except for the legal requirements of a duty to warn re: potential harm to a person(s) and a duty to report a child at risk to the requisite authorities.
4. The utilization of the EFAP and confidential information flowing from the utilization of the EFAP shall not be used for disciplinary purposes and shall not be introduced as evidence in any disciplinary proceedings.
5. No Guild member shall be required to attend the EFAP.
6. Members shall indicate they are attending a health care appointment and shall not specify the nature of such appointment. The nature of a health care appointment shall not be questioned by the Publisher, or his/her designate, or the Managers at The Citizen (to preserve confidentiality and to remove any potential barriers to access and utilization of the EFAP).
7. A designate of The Guild shall represent the members of the Duncan Unit at the Joint Union Management Committee for the purpose of overseeing the administration of the EFAP.
8. The EFAP quarterly report shall be sent out by the service provider (Interlock) to representatives on the Joint Union Management Committee.
9. Following the quarterly report being issued as in point 8) above, a quarterly meeting of the Joint Union Management Committee with a representative from the service provider (Interlock) shall occur. The purpose of this meeting is to discuss the quarterly reports and any issues and or problems with the EFAP.

Letter of Understanding #4: USE of PERSONAL COMPUTER for COMPANY BUSINESS

The Company agrees that where employees agree and are authorized to use their own personal computer to conduct the Company business they shall receive a monthly allowance of forty (\$40.00) dollars as long as the personal computer is used for Company business. [effective the date of ratification – Feb. 4, 2004]

Letter of Understanding #5: COMPANY PENSION PLAN

Employees shall have the ability to join the CanWest Pension Plan. Employees and the Guild shall receive Pension Plan information.

The following affixed signatures represent the signing of each of the above appended Letters of Understanding.

For the GUILD

PRESIDENT

SECRETARY

For the COWICAN VALLEY CITIZEN (Duncan)
