



The Newspaper Guild Canada / CWA

OUR UNION

The Victoria-Vancouver Island
Newspaper Guild

Chartered as
Local 30223

of
The Newspaper Guild,

Sector of
The Communications
Workers of America

What is it?

The Victoria Newspaper Guild is a Union that was founded in 1945 and in 1946 signed its first agreement covering editorial employees of the Victoria Daily Times. By 1951 the Guild represented all employees in the editorial and commercial departments of the Times and The Daily Colonist. These two newspapers merged into one company – Victoria Press, owned by FP Publications.

In 1958 the Victoria Newspaper Guild affiliated as a Local of the Newspaper Guild thus becoming members of an International Union (based in the U.S.A.). In 1980, Thomson Newspaper purchased FP Publications. Seven months later the Daily Colonist (Born 1858) and Victoria Times (Born 1884) were merged into the Times-Colonist.

In 1990 all employees of the Duncan Citizen (a community newspaper owned by Thomson Corporation) were organized by the Victoria Newspaper Guild which became the Victoria-Vancouver Island Newspaper Guild.

In 1997 the Victoria-Vancouver Island Newspaper Guild became chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America following the merger of The Newspaper Guild and the Communications Workers of America into one International Union (TNG-CWA) based in the U.S.A. Also a Canadian arm of the International Union (TNG-CWA) was formed: TNG Canada – CWA.

In July 1998, Thomson Corporation sold the Times Colonist and the Duncan Citizen to the Southam newspaper chain. In November 2000, Southam sold the Times Colonist to CanWest.

Why do we have a union?

In the Constitution of our International Union it states the purpose of the Union shall be to advance the economic interests and to

improve the working conditions of its members; to guarantee as far as it is able, equal employment and advancement opportunity in the industry and constant honesty in news, editorials and advertising and business practices; to raise the standards of journalism and ethics of the industry; to foster friendly cooperation with all other workers and to promote industrial unionism in the jurisdiction of the Guild.

What does that mean to me?

It means that you are not alone. You are backed up by an organization dedicated to ensuring you get a “fair” shake in your dealings with the employer and that you are a member of a Local which seeks to implement this.

It means you are participating in a movement that wants to extend these benefits to all those who work in our industry.

What is the role of the Guild (Union)?

The Guild is certified to be our sole collective bargaining agent, to be our representative before any court, committee, individual or tribunal in any matter involving collective bargaining.

What is "collective bargaining?"

Suggestions are gathered from members and these as well as suggestions/recommendations from the Negotiating Committee are then formulated into a set of proposals. These proposals are discussed and negotiated between the Guild Negotiating Committee and the Negotiating Committee of the (employer) Company.

Eventually both sides agree to new terms and a collective agreement/contract is signed by both parties.

What is a collective agreement/contract?

It's a binding legal document between the (Union) Guild and the (employer) Company which establishes the working conditions and wages for all employees working in the Guild jurisdiction.

Why is the collective agreement/contract important to me?

It sets out the terms and conditions of your employment. Check to see that you are properly classified and receiving the correct amount of wages. Check overtime, holiday and vacation provisions. Check the sick leave, health and welfare clauses and the provisions for job postings and work schedules. If you don't understand any part of the collective agreement/contract ask a Shop Steward. If he/she doesn't know, he/she will find out for you.

Remember – the collective agreement/contract is your terms and conditions of employment – make sure they are enforced.

Since the (Employer) Company Agreed to the Collective Agreement/Contract why should I do all that?

To make sure that the collective agreement/contract isn't just on paper. It gives meaning to the collective agreement/contract – if everybody ignored what was written down then it wouldn't have any meaning...especially when a problem arose and the Local wished to pursue settlement through the grievance process.

What do you mean grievance process?

Written in the collective agreement/contract is a procedure for settling differences (disputes). We don't always have to go through the whole procedure but if we need to it is there - meetings, committee format, time limits, and provisions for selection of an outside impartial third party (Arbitrator) to settle the difference (dispute) between the parties.

What is a grievance and what should I do?

If any member thinks he/she has a problem involving the collective agreement/contract, he/she should immediately discuss their problem with a Shop Steward.

If it is determined a grievance exists then the individual along with a Shop Steward should discuss the problem with the member's immediate Manager. If no resolution to the problem is achieved then advice is to be obtained from the Local Executive on how to proceed. i.e. filing a grievance.

The Local Executive has the responsibility of deciding on whether a grievance is to be referred to Arbitration.

What are my Responsibilities as a Guild member?

FIRST:

Read your collective agreement/contract. Ask if something is not clear.

SECOND:

Make sure you enforce your rights under the collective agreement/contract. Check with a Shop Steward if a problem arises under the collective agreement/contract.

THIRD:

Check the Guild Bulletin Board daily. News of what's happening – meetings, seminars, news letters from other Locals, and Labour Organizations, Lists of the Guild Local Executive and Committees, and job opportunities are posted.

FOURTH:

Attend your Union meetings for information and to participate in a democratic process – your vote counts!

FIFTH:

Check the Guild Local Web site: www.vving.ca

Read the Guild Reporter (news of what's happening Internationally).

YOUR LOCAL EXECUTIVE

PRESIDENT

1st VICE-PRESIDENT

2nd VICE-PRESIDENT

TREASURER

SECRETARY

DIRECTORS

SHOP STEWARDS

MAKE UP YOUR MIND
THAT NOW IS A GOOD TIME
TO GET INVOLVED

**A good union is like good
government – the people
keep it honest, free,
democratic and dynamic
by taking their rightful
part in.**

**See your Shop Steward
or your Executive Member
and find out how you can help.**

MEMORANDUM OF AGREEMENT

Between

Times Colonist

and

Victoria-Vancouver Island

Newspaper Guild

EFFECTIVE JANUARY 2, 2007

TO JANUARY 1, 2011

NEGOTIATED BY MEMBERS OF YOUR UNION

CHRIS CAROLAN

PAUL SMITH

DEBBIE ENGLAND

JOHN HUTCHINSON

DEBORAH SERVICE-BREWSTER

ROSE McFADDEN

Thanks to the alternates of the Negotiating Committee:

BERNIE LEAVITT

DAVE SENICK

And a special thanks to

ROGER STONEBANKS

and

THE OTHER UNIONS OF THE VICTORIA JOINT COUNCIL OF
NEWSPAPER UNIONS

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Contract

THIS AGREEMENT made this _____ between the Times Colonist, a Division of CanWest Media Works Publications Inc., (hereinafter referred to as the “Management”), and the Victoria-Vancouver Island Newspaper Guild, chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America (CLC, AFL-CIO), (hereinafter referred to as the “Guild”) for itself and on behalf of the employees of the “Management” described in Article 1, Section 1, of this Agreement.

ARTICLE 1: Coverage

1. This Agreement covers all employees of the Management in the following departments except as provided in Section 2:

- Editorial
- Circulation
- Advertising
- Business Office and Accounting
- Computer Room
- Maintenance
- Library

2. The following are excluded from this agreement:

- Publisher
- Editor
- Editorial Page Editor
- Editorial Writers
- News Editors

Finance Director
Accounting Manager
Credit Manager
Advertising Director
Advertising Managers
Marketing Services Manager
Reader Sales & Service Director
Distribution & Marketing Manager
Distribution, Customer Service & Retention Manager
Promotions & Community Relations Manager
Building Superintendent
Information Technology Manager
Payroll Manager
Human Resources Director
Human Resources Assistant
Advertising Director Assistant
Executive Assistant to the Publisher.

Management reserves the right to hire additional excluded positions as deemed appropriate for the operation of the company. The union reserves the right to challenge any additional exclusions.

3. Columnists and the Features Editor may or may not be members of the Guild as they desire. However, should they do reportorial, general copy editing or make-up work the option shall cease for such columnists and they shall become and remain members of the Guild in good standing for the duration of their employment as a condition of their employment.

4. The jurisdiction of the Guild is:
 - a) The kind of work either normally or presently performed within the unit covered by this contract;
 - b) Any other kind of work assigned by Management to be performed within said Unit;
 - c) Performance of any such work, including work whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Management covered by this contract;
 - d) For purposes of clarity it is agreed that the foregoing shall in no way interfere with present work practices which may continue to be carried out by the Management, but without any increase or enlargement or expansion of same;
 - e) When the Management installs any automated equipment or devices, including but not limited to Optical Character Readers, Cathode Ray or Video Display Terminals, equipment or devices, essential to pagination, or any similar equipment or devices, or adopt any new processes, methods, systems or procedures, including but not limited to pagination which substitute for or are in evolution of the kinds of work set forth in Section 4, the Management agrees that such work shall be assigned within the jurisdiction of the Guild, to employees covered by this contract;
 - f) All materials shall serve as copy only for Management's newspapers and commercial printing production work and no camera-ready copy will be processed by any other department unless and until all preparatory work

outside of normal composing room work is performed by members covered by this Agreement;

- g) Notwithstanding any of the foregoing language, the jurisdiction of the Guild shall also include all work allocations as defined by Mr. Paul C. Weiler in his awards of September 6 and October 13, 1977 and January 19, 1978.
5. The parties agree that the Times Colonist should seek diversity in its pages and ensure a broad range of perspectives on current events and issues to best serve its readers. As a result, while the parties recognize the Guild's rights under Article 1, section 4, the Guild agrees that the Company may use freelancers in the Editorial department under the following conditions:
- a) A freelancer is defined as a person who is not an employee of the Times Colonist, does not receive benefits or use Times Colonist property other than in the delivery of work to the newspaper and is paid by the piece rather than by the time period.
 - b) Management agrees that the use of Freelancers will not displace or replace the work of editorial department employees in the news and feature sections of the Times Colonist.
6. Freelancers shall not be assigned to perform news or feature work when equally qualified editorial department employees can be made available.

ARTICLE 2: Guild Shop

1. The Management recognizes the Guild as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Guild or any Committee thereof in any and all matters affecting the relationship between the Management and employees under the jurisdiction of the Guild.
2. The Guild recognizes that matters of Management and direction of staff are vested exclusively in the Management and agrees not to abridge this right.
3.
 - a) Correspondence to the Guild will be addressed to and sent to the Guild President.
 - b) All letters of dissatisfaction (including suspensions and terminations) shall be copied and sent to the Guild President.
 - c) No Guild member shall suffer a loss of pay while attending a meeting agreed to by Management.
4. The Management shall require as a condition of employment (including temporary employment) within the certified bargaining unit that every person 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 his/her employment.
5. CHECKOFF:
 - a) The Management agrees to deduct each and every week from the salary due employees who are members of the Victoria-Vancouver Island Newspaper Guild covered by this Agreement an amount as required by the

Guild and supplied to the Management by the Guild Executive Committee.

- b) The Management agrees to remit monthly the monies collected and to supply the Guild a weekly list of the amount of dues deducted from each Guild member. Remittance shall be made by Management to the Guild not later than one 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 Times Colonist:

I hereby assign to Victoria-Vancouver Island Newspaper Guild, chartered as Local No. 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 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)

6. The Guild agrees that it will admit to and retain in membership any employee, subject to the Constitution of CWA-TNG and the By-Laws of the Guild.

ARTICLE 3: Hiring, Transfers and Promotions

1. The Management shall notify the Guild in writing of all vacancies in positions covered by the collective agreement and shall give full consideration to the hiring of any Guild member.
2. All vacancy notices must be supplied to the Guild in writing not less than seven full days, whenever possible, before the position is to be filled. In cases where present employees are moving to fill a vacancy, subsequent vacancies shall be posted for three full working days.
3. Columnists shall be the only Guild classification excluded from the posting requirements of the contract.
4. The Management shall hire and promote employees in accordance with the Human Rights Code and without regard

to the following prohibited grounds in effect in 1992: race, color, 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 offense that is unrelated to the employment or to the intended employment of that person; and as amended from time to time by the Legislature.

5. No employee shall be required by the Management to transfer to another city, whether in the same enterprise or in other enterprises conducted by the Company, or by a subsidiary, related or parent Company of the Management, without the Employee's consent and payment of all reasonable transportation and other moving expenses of himself/herself and immediate family. An employee shall not be penalized for refusing to accept a transfer.
6.
 - a) Each vacancy notice for any part time position shall indicate the minimum number of hours per week a successful applicant can expect to work.
 - b) When a successful applicant comes from within the classification, which results in vacated minimum hour position(s), those minimum hours shall be offered in order of seniority within that classification.
7.
 - a) The Management agrees to recognize and to carry out in practice whenever feasible and in the best interests of Management the principle of promotion or voluntary transfer of staff members. To this end, and whenever a vacancy occurs affording an opportunity for promotion or voluntary transfer of a Guild member, Management

agrees to notify the Guild in advance of any proposal to appoint someone not already on staff so that representations may be made on behalf of any Guild member. The Guild agrees to make such representations to Management no later than two working days following receipt of the notification from Management of the possibility or intention to appoint someone not already on staff. Where an employee or employees make application to fill a vacancy carrying with it a starting salary less than the after five-year rate, or in the editorial department classifications above the after five-year rate, Management agrees to fill the vacancy with the employee with the greatest seniority making application, subject to ability and qualifications. It is agreed that Management shall be required to fill the position with only one employee before having the right to hire the most suitable applicant should that employee not be confirmed in the position following the trial period. Management is committed to developing and promoting its employees, but where the vacancy carries a five-year salary progression and Management posts and hires at the "after five-year" rate, it will be entitled to fill the vacancy with the applicant deemed by Management to be best suited for the position.

- b) All positions of a temporary nature shall have the commencement and completion date of the position stated on the posting.
- c) When an employee is successfully promoted or transferred to a position which has been posted as a position of a temporary nature, that employee has committed him/her self to the position for the time period as stated on the posting. The employee will not be

considered for other positions of a temporary nature during that period.

- d) The foregoing does not preclude the employee from applying for another position of a temporary nature within the same classification or for any regular position and the employee retains all rights in applying for stated positions.
 - e) It is understood that when a regular (full time and part time) employee is successfully promoted or transferred to a position of a temporary nature that, when the position of a temporary nature ends, said employee shall return to his/her former position.
 - f) Employees voluntarily transferring or being promoted and found unsuitable during a two-month trial period in the new classification shall revert to their previous classification and salary they would have enjoyed if the voluntary transfer or promotion had not taken place.
 - g) The Management agrees to post the name of the successful applicant for the posted position prior to the successful applicant commencing in the position.
 - h) Upon request, Management shall provide a full oral explanation to the employee and representative of the Guild simultaneously of why such employee is denied promotion or transfer.
8. New employees shall be hired in lower classifications wherever feasible and in the best interests of the Management.
9. It is mutually agreed by the Guild and Management that, during the first 90 days of employment of any employee, that employee is considered on probation. Any absence(s) from

- work during the probationary period shall extend the probationary period by the length of the absence(s).
10. No employee shall in any way be penalized for refusing to accept a promotion or transfer.
 11. The classification established at the commencement of employment, transfer or promotion shall not be altered after completion of the probationary period or the two-month trial period without Guild and Management consent.
 12. An employee promoted to a higher-paying classification, who does not immediately receive a higher rate of pay, shall not have his/her pay decreased and shall be slotted in the new scale with due consideration given for previous experience in the new work to be performed and time credited on benefits that relate to time worked at the Times Colonist. Thereafter such employee will advance through the remaining step(s) in the new classification.
 13. The schedule of minimum salaries in this collective agreement shall be applied as follows:
 - a) All newly hired regular full time and part time employees shall be credited at the time of initial employment with years of employment in identical and/or comparable work and shall be paid accordingly. The initial placement on the wage grid shall be evaluated by the Company during the probationary period and should a higher placement on the wage grid be warranted, the higher rate of pay shall be applicable from the date of the completion of the newly hired employee's probationary period.
 - b) All employees who are transferred or promoted including temporary employees when they are promoted to a regular (full time or part time) position shall be

immediately credited and paid accordingly from that time on for years of employment in identical and/or comparable work.

ARTICLE 4: Grievance Procedure

1. Should any difference arise concerning the interpretation, application, operation or alleged violation of this Agreement, including any letters of Agreement appended to this Agreement, the Parties to this Agreement shall settle the matter as hereinafter provided without stoppage of work.
2. The Guild shall designate a committee of its own choosing to take up with Management the said difference and such committee shall not exceed three persons. In the event that Management desires to initiate grievance procedure, a duly authorized representative of Management shall contact a duly authorized representative of the Guild. The Guild and Management agree to meet within five working days after a request is made in writing by either party stating the nature of the grievance or difference or dispute.
3. Any issue raised by the Guild shall be initiated in the Departments concerned. All grievances shall be initiated as soon as possible after the occurrence giving rise to the dispute or disagreement.
4. Except where otherwise provided in this Agreement, any matter involving the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which is not satisfactorily settled within 10 days of its first consideration, may be submitted to final and binding arbitration by either party.

5. The Board of Arbitration shall consist of one person appointed by the parties. If the parties are unable to agree on an arbitrator within a period of 10 days from the date on which either party has notified the other in writing of its wish to have a question referred to arbitration, the said arbitrator will be appointed by the Minister of Labor of British Columbia. The Board of Arbitration so constituted shall proceed forthwith to settle the dispute in question, and a final and binding decision of the arbitrator shall be handed down within 10 days or as soon as possible after completion of argument. In no event shall the Board have the power to alter or amend this Agreement in any respect. Each party shall pay one-half the fees and expenses of the arbitrator. Neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
6. Conditions prevailing prior to an action or circumstance which results in a grievance shall be maintained unchanged pending final settlement of the grievance as provided herein, except in cases of discharge when relevant conditions of this Agreement shall be applicable.
7. Whenever a stipulated time is mentioned under this Article, the said time may be extended by mutual consent of the parties or their nominee.

ARTICLE 5: Jurisdiction Disputes

1. Notwithstanding any other portion or section of this Agreement, the Management shall give the Guild and all other Unions covered by a collective agreement with the Management three months' notice in writing when the introduction of a change in technology, method or procedure, the elimination of any job function within the jurisdiction of

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

2. Should the Guild or any other Union covered by a Collective Agreement with the Management foresee a jurisdictional problem arising because of the proposed change, the introduction, transfer, combining or elimination, the Guild and the Management shall attempt to obtain a resolution to the problem. Should the parties be unable to resolve the problem it shall be submitted to one of the following arbitrators and the case shall be heard by the first available arbitrator: Allan Hope, Dave McPhillips, John Thorne, Brian Foley.
3. The Arbitrator shall conduct such inquiry as is deemed necessary and shall attempt to mediate a resolution to the problem.
4. Should mediation of the problem fail, the mediator shall, within 30 days following the expiration of the three-month period, make written recommendations for settlement of the problem. Such recommendations shall be final and binding on the parties and shall be implemented in accordance with the recommendations of the mediator.
5. This section shall be the supreme and only method for the resolution of jurisdictional problems and the contractual grievance procedure may only be invoked in the event a party to this Agreement fails to follow the procedure outlined in Sections 1 to 3 above.
6. The time limits outlined in this section may be altered by mutual consent of the parties to this Agreement.

ARTICLE 6: Security

1. Except as provided elsewhere in this Agreement, there shall be no dismissal except for just and reasonable cause.
2. Management shall give two weeks' written notice to any employee who is to be laid off or two weeks pay in lieu of notice.
3.
 - a) The prerogative of the Management to reduce the force as necessitated by economic conditions shall be maintained and shall not be subject to grievance procedure under Article 4 provided that where there is reduction of force under the Technological Change Clause, Article 7, the Guild shall in such case have the right to Grievance Procedure under Article 4.
 - b) As far as it is possible and practicable to do so, Management agrees to give the Guild a minimum of 60 days notice of any such contemplated reduction in the force. Management shall provide a list of potential classifications directly affected by the reduction. During the notice period, the Company agrees to consider recommendations by the Guild to obviate or alleviate the lay-offs.
 - c) At least 60 days in advance of lay-off, the Management shall accept voluntary resignations from employees in the classifications involved. The number of employees laid off shall be reduced to the extent that the necessary payroll saving has been achieved by such resignations. Management shall provide the Guild with a list of employees accepting a voluntary resignation.

- d) Should a Supervisor's classification be deleted by the Company, then the Supervisor shall be considered part of the classification they are supervising for the purposes of layoff under Article 6.
- e) A laid-off employee may elect to: bump into a classification which the employee has previously worked in or, if the previous classification does not exist, or the employee does not have the seniority to bump into their previous classification, then the employee shall be able to bump into a classification that has similar job duties or requires reasonably similar skill; provided he/she has more seniority than the employee being bumped; or may elect to accept the layoff, receive the severance pay under Article 8 and be placed on the Recall List. An employee thus displaced may in turn similarly elect to bump provided he/she has more seniority than the employee being bumped; or to accept the layoff, receive the severance pay under Article 8 and be placed on the Recall List. An employee who bumps into a lower classification shall be paid at the top minimum of the lower classification.
- f) Employees who bump into their previous classification or another classification will have a two week familiarization period, followed by a two month trial period. If during the trial period, the employee is found unsuitable, the employee will receive his/her severance pay as per Article 8, and be placed on the Recall List for his/her original position. Further, the resulting vacancy will be filled by the most senior employee on the recall list for that classification.
- g) In the process of any layoffs as noted in sections e) and f) of this Article, there will be groupings of single

classification jobs into “family” or “groups” of employees doing similar work.

- h) A Joint Committee of Management and Union will meet within 30 days of ratification of this agreement for the creation of the groups and/or families. The Joint Committee will also develop the system for bumping within the families. The Joint Committee will complete its task within 30 days of its first meeting. In the event of a stalemate, the dispute will be turned over to the mediation/arbitration process and Vince Ready shall be appointed Mediator/Arbitrator.
- i) Employees who are laid off or who are bumped into a lower classification shall be placed on the Recall List for a period of one (1) year. The Guild shall be provided with a copy of the Recall List.
- j) Employee(s) who is laid-off shall be offered the option of continuing to be covered for Medical Services Plan of B.C., Extended Health, and the Dental Plan for the duration of the severance pay period, provided the employee pays 100% of the premiums. The premiums will be deducted from the severance pay, or where the severance pay is insufficient, the balance of payment shall be made prior to lay-off. Should the employee be recalled prior to the expiry of their severance period, then the employee shall be reimbursed for the unused balance of the premium costs.
- k) Employees on the recall list shall be offered both regular and temporary positions in their previous classification.
- l) Upon notification of recall by the management, the employee(s) shall advise the Human Resources department within seven (7) days of receipt of notification as to whether he/she accepts the recall. If

accepting the recall, the employee shall report to work no later than fourteen (14) days after the acceptance of recall. Failure to comply shall cause such name to be struck from the Recall List.

- m) Employees on the Recall List may apply for any posting(s) and shall be considered an internal applicant under the provisions of Article 3.
- n) No outside applicant shall be hired during the one (1) year recall period, so long as there exists employees on the recall list with the ability and qualifications required to do the job.

4.

- a) The word seniority, wherever it is written in this Agreement, means length of continuous employment with the Times Colonist. Employment shall be deemed continuous unless interrupted by a) dismissal for just and reasonable cause, or b) resignation, retirement or c) refusal to accept an offer of recall or d) lay-off of a duration exceeding the time period specified in Article 6, section 3 i).
- b) On October 1st of each calendar year, the Company shall send to the Guild President, a Master list showing the Seniority of all Guild members and a separate list showing the Seniority of all Guild members by department which the Guild will post.
The above Seniority lists shall contain: name; employment status (regular full time, regular part time, temporary); classification; hire date and Seniority date.

5. Notwithstanding the provisions of Severance Pay, Article 8, in the event of cessation of publication of the Times Colonist or, in the event of the elimination of any edition of the

production of the Times Colonist, and in the event of lay-offs in such instances, any employee laid off will receive a minimum of ten weeks' severance pay.

6. The Guild shall be given at least three months' notice of intent to introduce new equipment or processes which will create new job classifications or alter the job content of existing job classifications, and the parties shall immediately enter into negotiations for the introduction of such equipment or processes. Any employee who is displaced by such introduction shall have the opportunity to be retrained into some other mutually acceptable position at no reduction in present salary. Following the retraining period, should said position be at a lower weekly minimum, the displaced employee shall retain the salary from their former classification. Employees who have been advised that their jobs will be phased out due to such introduction shall have the first opportunity to fill vacancies even though their job has not yet become redundant. In such cases the Management may fill either the employee's present position or the one he/she has elected to move into with a temporary employee until such introduction has been completed or for a maximum of three months, whichever is the lesser. The Management agrees to provide facilities and sufficient time without loss of weekly wages in order that Guild members may become proficient in the operation of any processes or equipment.
7. There shall be no dismissal solely because of the signing of this Agreement or of its re-opening.
8. There shall be no dismissal or other discrimination against an employee because of his/her 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 offense that is unrelated to the employment or to the intended employment of that person, as specified in the Human Rights Code of B.C. (1992) and as amended from time to time by the Legislature.

9. The Management will not be required to dismiss any member of the Guild due to loss of membership in the Guild by such member unless and until the Guild has established that such loss of membership is final and is in accordance with the Constitution of CWA-TNG.
10. Whenever an employee is temporarily absent for any reason for a period in excess of thirty (30) days, the Management shall either temporarily promote the employee obviously next in line, or post a temporary position for the duration of the employee's temporary absence.
11. When the conduct or efficiency of an employee reaches the stage where an expression of dissatisfaction is necessary, the Management shall so advise the Guild and the employee concerned. Such notice shall be in writing and the employee shall be furnished with pertinent details of any such complaint. If this procedure is not followed, such expressions of dissatisfaction shall not become part of his/her record for use against him/her at any time. Any replies to such notice shall also become part of his/her record.
12. The President of the Guild or an authorized representative of the Guild Executive shall have the right to review any individual's personnel file at any time there is a dispute involving a member of the Guild and, upon request, shall be provided copies of all material in the file. The individual concerned may accompany the President or the Guild representative to review this file.

13. An employee shall have access to his/her personnel file, upon request, twice during any calendar year for the purpose of reviewing the material therein.
14. Letters of dissatisfaction, written records of reprimand and warnings shall be removed from the employee's personnel file and destroyed 18 months from the date of issue of the document. Record of suspensions shall be removed from the personnel file and destroyed 24 months from the date of issue.

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

ARTICLE 7: Technological Change

1. Definition: Any change in technology, method a), or procedure b) during the period of a collective Agreement which decreases the number of employees that existed when the current contract was negotiated with the Guild except for normal layoff, such as those occurring as a result of a decline in the volume of business:
 - a) e.g., hot metal to cold type,
 - b) e.g., change in computer operation.
2. The Management guarantees to the Victoria-Vancouver Island Newspaper Guild that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change. It is agreed that the number of employees as at January 1, 2007 was 171.
3. The Management has the right to introduce technological changes. Prior to so introducing, the Management shall advise the Victoria-Vancouver Island Newspaper Guild and

the Victoria Joint Council of Newspaper Unions. The Management will give the Guild three months' notice of any contemplated technological change and will meet with the Guild beginning no more than 10 days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change.

4. The number of employees may be reduced through attrition.
5. During the period of this Agreement, members may elect to accept an early separation allowance which shall be paid on the following basis providing the situation holder applying has had five years' continuous employment with the Company immediately prior to seeking early retirement and is 60 years or older:
 - a) \$1,000.00 per month commencing at the date of separation and continuing until age 65 unless terminated by death.

OR

- b) \$20,000.00 if the employee is 65 years or older at December 1, 1983.

OR

- c) \$25,000.00 if the employee is 60 - 64 years of age at December 1, 1983.

OR

- d) \$30,000.00 if the employee is under 60 years of age at December 1, 1983.
 - e) Contributions towards Union pension plans or dental plans will continue until age 65 for the employee taking early retirement. Similarly the Management will continue its contribution until age 65 for Medical Services Plan,

Extended Health Benefits Plan, Vision Care Rider, and toward substitute Accidental Death and Dismemberment, Life Insurance and Extended Health Benefits plans for those employees formerly protected for such coverage under the Printing Industry Welfare Plan, and the corresponding Guild Collective Agreement benefit plans.

- f) Those employees seeking early separation allowances who are members of the Management's pension plan and remain in it until age 65, will have their pension maintained at the same level by the Management as if they had continued working until age 65. If the Employer's offer is accepted beyond thirty (30) days after the implementation of the seven-day single edition schedule, the employee shall not be entitled to those benefits and payments provided for in paragraphs 5 b), c) and d) but shall be entitled to those payments and benefits provided for in paragraphs 5 a), e), f), g) and h).
- g) For those employees with five or more years' continuous service who reach 65 years of age during the term of this Agreement, and who have not previously retired, the Management will make a special retirement allowance of \$4,000.00.
- h) Those employees in the bargaining unit during the term of this Agreement who have not attained age 60 and who wish to quit due to the introduction of technological change will be paid the following separation allowance: three weeks straight-time pay for each full year of employment by the Management for the first five years of employment as a situation holder, and in addition one week straight-time pay for each six months of employment (or major fraction thereof) as a situation

holder in excess of five years with a maximum total of 60 weeks straight-time pay.

6. The foregoing separation allowances in sub-paragraphs a), e), f), g) and h) above, will be payable only in the case of technological change. Such allowance when paid, shall constitute complete severance from the Management's employ and no employee accepting and receiving such payments shall seek re-employment without the consent of the Management.
7. Separation allowance shall be paid only under the required conditions of this Agreement and only where there has been mutual consent to early retirement between the Management and the employee involved. Furthermore, such separation allowances will be in lieu of any other severance payments included elsewhere in this Agreement in which case such other severance payments shall not be due and payable.
8. Such persons electing the early separation allowance shall be considered as part of the attrition within the bargaining unit.

ARTICLE 8: Severance Pay

1. Upon dismissal for any reason other than for gross misconduct or for self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off an employee shall receive severance pay in cash in a lump sum equal to one week's pay for every six months of employment or major fraction thereof, up to a maximum of 42 weeks. Such pay shall be computed at the highest straight-time weekly salary paid to the employee during the period of 52 weeks immediately preceding dismissal or lay-off, except in the case of employees paid on salary and commission basis,

when the severance pay shall be computed at the average weekly income paid by Management to the employee concerned during the 52 weeks immediately preceding the dismissal or lay-off.

2. If any employee is rehired following the payment of severance pay, and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Management. Reasonable terms of repayment shall be arranged if required by the employee.
3. The period of any employee's employment with the Management for the purpose of this Article, shall mean the total period of consecutive and uninterrupted employment of the employee concerned except that:
 - a) Breaks in employment with the Management which were occasioned in circumstances over which the employee had no control shall not be regarded as an interruption.
 - b) Leaves of absence granted by the Management to any employee, and the period of a lay-off of an employee subsequently recalled following a reduction of the labor force, shall not be regarded as an interruption in continuity of employment, but the time actually spent away from regular duties shall not count as time served.

ARTICLE 9: Classifications and Minimums

1. The following schedule of minimum salaries has been produced by applying the salary increases provided in Section 2 to the schedule of minimum salaries in effect.
2. Weekly salaries will be increased as follows: January 2, 2007, 2.5%; January 2, 2008, 2.5%; Jan.2, 2009 2.75%; Jan. 2, 2010, 3%.
3. The following schedule of weekly minimum salaries shall be in effect during the period of this Agreement.

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

Business Office

MAIN OFFICE CASHIER	931.07	954.35	980.59	1,010.01
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GRADE I ACCOUNTING CLERKS

First six months	756.74	775.66	796.99	820.90
After six months	785.06	804.69	826.82	851.62
After 1 year	812.61	832.93	855.84	881.52
After 18 months	845.01	866.14	889.96	916.66
After 2 years	876.81	898.73	923.45	951.15

GRADE II CONTROL CLERKS/CREDIT CLERKS

First six months	834.04	854.89	878.40	904.75
After six months	858.58	880.04	904.24	931.37
After 1 year	884.39	906.50	931.43	959.37
After 18 months	910.24	933.00	958.66	987.42
After 2 years	942.88	966.45	993.03	1,022.82

<i>Increase Guild Salaries</i>	<i>(2.50%) weekly rate Jan 02/07</i>	<i>(2.50%) weekly rate Jan 02/08</i>	<i>(2.75%) weekly rate Jan 02/09</i>	<i>(3.00%) weekly rate Jan 02/10</i>
COMPUTER OPERATORS				
First year	914.05	936.90	962.66	991.54
After one year	1,045.82	1,071.97	1,101.45	1,134.49
After 2 years	1,113.89	1,141.74	1,173.14	1,208.33
After 3 years	1,178.60	1,208.07	1,241.29	1,278.53
After 4 years	1,223.89	1,254.49	1,288.99	1,327.66
After 5 years	1,272.23	1,304.04	1,339.90	1,380.10
 POSTAL CLERK	 841.61	 862.65	 886.37	 912.96

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

ADVERTISING DEPARTMENT

OUTSIDE SALES REPRESENTATIVES

First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

EDITOR WRITER ADVERTISING SUPPLEMENTS

	1,487.65	1,524.84	1,566.77	1,613.77
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<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

ADVERTISING TELEPHONE SALES SOLICITORS

First Year	842.82	863.89	887.65	914.28
After 1 year	906.25	928.91	954.46	983.09
After 2 years	981.09	1,005.62	1,033.27	1,064.27
After 3 years	996.07	1,020.97	1,049.05	1,080.52
After 4 years	1,027.18	1,052.86	1,081.81	1,114.26
After 5 years	1,067.29	1,093.97	1,124.05	1,157.77

COPYWRITERS / ARTISTS

First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>
ADVERTISING CLERKS				
First six months	758.54	777.50	798.88	822.85
After six months	787.51	807.20	829.40	854.28
After 1 year	822.26	842.82	866.00	891.98
After 18 months	862.90	884.47	908.79	936.05
After 2 years	915.30	938.18	963.98	992.90
MAKE-UP / CONTROL SUPERVISOR				
	1,173.92	1,203.27	1,236.36	1,273.45
MAKE-UP AND CONTROL CLERKS				
First six months	758.54	777.50	798.88	822.85
After six months	787.51	807.20	829.40	854.28
After 1 year	822.26	842.82	866.00	891.98
After 18 months	862.90	884.47	908.79	936.05
After 2 years	915.30	938.18	963.98	992.90
CLASSIFIED SUPERVISOR				
	982.04	1,006.59	1,034.27	1,065.30

<i>Increase Guild Salaries</i>	<i>(2.50%) weekly rate Jan 02/07</i>	<i>(2.50%) weekly rate Jan 02/08</i>	<i>(2.75%) weekly rate Jan 02/09</i>	<i>(3.00%) weekly rate Jan 02/10</i>
CLASSIFIED ADVERTISING CLERKS				
First six months	742.13	760.68	781.60	805.05
After six months	756.59	775.50	796.83	820.73
After 1 year	775.13	794.51	816.36	840.85
After 18 months	811.78	832.07	854.95	880.60
After 2 years	876.81	898.73	923.45	951.15
 DISPATCH DRIVER	 782.35	 801.91	 823.96	 848.68

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

CIRCULATION DEPARTMENT

DISTRICT MANAGERS

First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

UP-ISLAND DISTRICT MANAGERS

First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

<i>Increase Guild Salaries</i>	<i>(2.50%) weekly rate Jan 02/07</i>	<i>(2.50%) weekly rate Jan 02/08</i>	<i>(2.75%) weekly rate Jan 02/09</i>	<i>(3.00%) weekly rate Jan 02/10</i>
WHOLESALE DRIVERS	1,004.28	1,029.39	1,057.70	1,089.43
ABC RECORD CLERK	901.05	923.58	948.98	977.45
MON-SUN DUTY TEAM (hourly)	18.4756	18.9375	19.4109	19.8962
CIRCULATION CUSTOMER SERVICE SUPERVISOR	982.04	1,006.59	1,034.27	1,065.30
CIRCULATION CUSTOMER SERVICE REPRESENTATIVES				
First six months	742.13	760.68	781.60	805.05
After six months	756.59	775.50	796.83	820.73
After 1 year	775.13	794.51	816.36	840.85
After 18 months	811.78	832.07	854.95	880.60
After 2 years	876.81	898.73	923.45	951.15

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

CIRC WEEKEND RADIO DISPATCH PREMIUM (hourly)

January 2, 2006 \$1.22

*No increase for 2007, 2008, 2009, 2010

CIRC TELEPHONE SALES SOLICITOR SUPERVISOR (hourly)

17.4570	17.8934	18.3407	18.7992
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CIRCULATION TELEPHONE SALES SOLICITORS (hourly)

15.5816	15.9711	16.3704	16.7797
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PROMOTIONS ASSISTANT

First six months	857.06	878.49	902.65	929.73
After six months	877.67	899.61	924.35	952.08
After 1 year	899.31	921.79	947.14	975.55
After 18 months	921.99	945.04	971.03	1,000.16
After 2 years	967.11	991.29	1,018.55	1,049.11

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

EDITORIAL DEPARTMENT

REPLATE EDITOR	1,560.93	1,599.95	1,643.95	1,693.27
ASSOC CITY EDITOR	1,516.42	1,554.33	1,597.07	1,644.98
TELEGRAPH EDITOR	1,516.42	1,554.33	1,597.07	1,644.98
SLOT PERSON	1,511.54	1,549.33	1,591.94	1,639.70
SPORTS EDITOR	1,506.20	1,543.86	1,586.32	1,633.91
ASST SPORTS EDITOR	1,487.65	1,524.84	1,566.77	1,613.77
LIVING PAGE EDITOR	1,506.20	1,543.86	1,586.32	1,633.91
DESIGN EDITOR	1,506.20	1,543.86	1,586.32	1,633.91

<i>Increase Guild Salaries</i>	<i>(2.50%) weekly rate Jan 02/07</i>	<i>(2.50%) weekly rate Jan 02/08</i>	<i>(2.75%) weekly rate Jan 02/09</i>	<i>(3.00%) weekly rate Jan 02/10</i>
ASST CITY EDITOR	1,516.42	1,554.33	1,597.07	1,644.98
FEATURES EDITOR	1,487.65	1,524.84	1,566.77	1,613.77
FINANCIAL EDITOR	1,487.65	1,524.84	1,566.77	1,613.77
MAGAZINE EDITOR	1,487.65	1,524.84	1,566.77	1,613.77
DESK PERSON				
First year*	1,157.49	1,186.43	1,219.06	1,255.63
After 1 year	1,291.10	1,323.38	1,359.77	1,400.56
After 2 years	1,487.65	1,524.84	1,566.77	1,613.77
*There shall be a graduated scale for Desk Persons with less than 2 full years experience, but no reporter being transferred to the desk shall suffer a loss of pay as a result of such transfer.				
COLUMNISTS	1,423.08	1,458.66	1,498.77	1,543.73

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>
LEGISLATIVE REPORTERS	1,423.08	1,458.66	1,498.77	1,543.73
EDITORIAL GRAPHIC ARTISTS				
First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73
REPORTERS				
First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>

PHOTOGRAPHER SUPERVISOR

	1,565.38	1,604.51	1,648.63	1,698.09
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PHOTOGRAPHERS

First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

PHOTO TECHNICIANS

First year	943.17	966.75	993.34	1,023.14
After 1 year	1,096.16	1,123.56	1,154.46	1,189.09
After 2 years	1,129.57	1,157.81	1,189.65	1,225.34
After 3 years	1,223.87	1,254.47	1,288.97	1,327.64
After 4 years	1,266.53	1,298.19	1,333.89	1,373.91
After 5 years	1,423.08	1,458.66	1,498.77	1,543.73

<i>Increase Guild Salaries</i>	<i>(2.50%) weekly rate Jan 02/07</i>	<i>(2.50%) weekly rate Jan 02/08</i>	<i>(2.75%) weekly rate Jan 02/09</i>	<i>(3.00%) weekly rate Jan 02/10</i>
EDITORIAL ASSISTANT	841.61	862.65	886.37	912.96
LIBRARY - RESEARCH ASSISTANT	876.81	898.73	923.45	951.15
MAINTENANCE DEPARTMENT				
JANITOR	883.96	906.06	930.98	958.91
SERVICE PERSON	1,088.91	1,116.13	1,146.82	1,181.22

4. Payment of salaries shall be weekly, not later than the Friday following the week in which they were earned.
5. NIGHT DIFFERENTIAL - Any employee whose regularly scheduled shift requires work before 5:15 a.m. or to quit work beyond 9:15 p.m. shall have his/her salary for the shift increased by 9 per cent. Night differential shall be included in salary in the computation and payment of all benefits and premiums.
6. When a regular employee is shifted from the night side to the day side with less than three days notice for the convenience of the Management, said employee shall receive night differential for shifts worked up to three days.

ARTICLE 10: General Wage Provisions

1. Employees promoted in rank more rapidly than their years of employment alone would warrant shall be confirmed in their present positions at the wage scales called for in their respective new classifications and be qualified to enjoy any further progression or advancement that may normally accrue to them.
2. No employee will suffer an actual decrease in weekly pay through adoption of the new salary schedule.
3. When any employee is temporarily employed in any capacity in a higher classification than his/her own regular classification, his/her rate of pay shall be adjusted to the higher classification immediately, and shall remain in effect until such employee returns to his/her former regular classification. When a full-time employee regularly works part-time in a higher classification, his/her 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 takes place and no advancement to a higher classification is involved.
4. An employee who temporarily works in an excluded position shall be paid a premium. Effective date of ratification, increase present excluded premiums:
 - a) News Editor – Days, Nights \$22.50 per shift
 - b) Credit Manager, \$15.00 per shift
5. Should Management create a new job coming within the jurisdiction of the Guild, it shall furnish the Guild with its proposed job description immediately such is available and the parties shall discuss and agree upon a new schedule of

minima before the new job is effective, provided that if there should be no agreement within 10 days of receipt of the job description by the Guild, that this shall not hold up the introduction of the new position and that then the matter of the new schedule of minima would be submitted for settlement by Arbitration under Article 4. New minima shall be effective on the date the new job is effective.

6. The Management at all times recognizes the principle of equal pay for equal work for male and female employees alike.
7. Management agrees that it will maintain a commission arrangement for Advertising Salespersons and a bonus arrangement for Circulation District Managers in effect and no changes will be made in such arrangement without prior discussion with the employees involved.
8. The Management shall designate two beats, Legislature and one other, as holding senior classification. The Management reserves the right to change the designation of the senior beat from time to time.
9. Except as provided under Clause 5 of this Article, any question as to the proper classification of any employee affected by this Agreement shall either on request of the employee concerned or on motion of the Guild or Management be subject to the provisions of Article 4 (Grievance Procedure). If reclassification is ordered by a decision rendered under Article 4, the employee's pay shall be adjusted for the period between the time of misclassification and the date of reclassification at the rate payable in the classification into which he/she is finally placed except that in no case shall the period of reclassification exceed 12 months.

ARTICLE 11: Hours and Overtime

1. For the purpose of this Article “week” shall be defined as commencing at 12:01 a.m. Monday and ending at 11:59 p.m. the following Sunday.
2. The five day, 37-1/2 hour week shall obtain. Subject to other sections set out in this Article to the Agreement, the working day shall consist of seven and one-half hours falling within eight and one-half consecutive hours. Editorial Department Dayside desk persons shall work seven and one-half hours within eight hours.
3. All work performed in excess of seven and one-half hours in any one day shall be compensated for at the rate of double time to the next-highest quarter-hour increment in cash or time off. When an employee is requested to work on his/her regular off day or off night, or in excess of five shifts within a financial week, not less than the prevailing overtime rates shall be paid for such work performed. Employees may request, in lieu of cash overtime, compensatory time off at the overtime rate during the same week where possible; otherwise within 14 days of overtime worked, or at any such other time as may be mutually agreed upon.
4.
 - a) The days off each week shall be worked out to the mutual convenience of the individual employee and the Management, but the Management has the final decision.
 - b) Where it is desired by the employees in specific departments and agreed to by Management, a system of rotating days off shall be implemented so that, from time to time, employees shall receive consecutive days off.

5. Work schedules shall be posted each Thursday on or before 1:00 p.m., so that on that day there will be posted on the notice boards a minimum of five weeks of schedules of shifts to be worked and days off. This includes the schedule for the week in which the posting takes place and the four following weeks schedules. There shall be no changes without prior written notice and full consultation with the Guild. Guild approval of changes shall not be arbitrarily or unreasonably withheld.
6. Unless specifically waived in writing by the employee and the Guild, there shall be a minimum of ten hours between the end of a shift and the commencement of the next shift.
7. No employee shall work in excess of six consecutive shifts unless the employee and the Guild consent in writing.
8. No overtime shall be paid for unless expressly authorized by the head of the department concerned or by someone delegated by him/her for that purpose, except in the case of emergency. In case of emergency, where authority for the overtime could not in the circumstances be obtained, the unauthorized overtime shall be compensated for in cash or time off at the employee's option.
9. All claims for overtime shall be filed with Management within 48 hours of completion of assignment involved, except in extenuating circumstances.
10. Management shall cause a record of all overtime to be kept.
11. Every employee who, having been released from duty, is recalled for an overtime assignment not immediately preceding a regular shift, shall be credited with one hour in addition to the actual overtime worked.
12. All overtime provisions shall apply to part-time and temporary employees.

13. On out-of-town assignments, the question of overtime, expenses, etc., will be agreed to by the employee and Management prior to departure.
14.
 - a) All work performed on Sundays except for work done on the regular editions shall be compensated at double time.
 - b)
 - i. All work performed on Sundays by employees hired specifically for the Marketplace TMC shall be compensated at straight time.
 - ii. All such Marketplace employees are excluded from the operation of Article 11, section 17.
15. All employees who work on Sundays shall, at their option, receive consecutive days off in the following week.
16. Notwithstanding any other provisions of this Agreement, employees may exchange shifts with the approval of Management.
17. **CIRCULATION**
 - a)
 - i. All full-time Circulation Customer Service Representatives, and the ABC Record Clerk shall have a minimum of three complete weekends (Saturday and Sunday) off over any six-week period. They shall also be scheduled to have two consecutive days off in at least one of the remaining weeks in the same six-week period.
 - ii. Part-time Circulation Clerks shall have a minimum of one complete weekend off (Saturday and Sunday) over any four-week period and will be scheduled to

have two consecutive days off in at least one of the remaining weeks in the same four-week period.

- iii. It being acknowledged by the Guild that a decision by the Management to depart from its current seven mornings weekly publication schedule is within the Management's rights and beyond challenge by the Guild insofar as the provisions of Article 11, section 17 are concerned, it is agreed that in the event the Management both decides to depart from the said schedule and further decides that it is in its interests to amend the basic provisions of Article 11, section 17 a) i) ii), the following steps shall be taken by the parties:
 1. The Management shall first devise a new schedule and submit it to the Guild, and the parties shall thereupon endeavor to reach agreement on that or some other new schedule.
 2. In the absence of an agreement between the parties on a new schedule, the Management may submit the dispute to the arbitration step in the grievance procedure contained in Article 4, section 5.
 3. The role of the Board of Arbitration shall be to determine a schedule which provides an appropriate balance between the legitimate interests of the affected employees and the legitimate interests of the operation as it then exists.
 4.
 - a. It is understood and agreed that the Management may not implement a new schedule under the terms of this Article 11, section 17 a) iii) in the absence of

- either the Guild's consent or the decision of a Board of Arbitration.
- b. Where practical, all circulation department employees will be assigned Sunday work on a rotational basis within each classification.
 - c. It is not the intention of the Management to schedule more circulation department employees on Sundays than are necessary for work related to the Sunday edition. It is recognized by the employees that if time permits they will work on the following days editions.
 - d. Notwithstanding Article 11, section 15, all circulation department employees who work on Sundays shall receive consecutive days off within the week of the Sunday so worked.
 - e. Notwithstanding Article 11, section 7 District Managers, Up-island District Managers, and Circulation Clerks may be required to work seven consecutive days for the purpose of ending weekend (Saturday and Sunday) duty.
 - f.
 - i. A blank work schedule shall be posted every Wednesday, and by 5:30 p.m. on Thursday, each District Manager shall write in their hours of work for the following week Monday through Friday (although may include Saturday and/or Sunday at the employee's discretion). Those hours not filled in by Thursday at 5:30 p.m. shall be assigned by the Management and they shall inform the District Manager of the assigned hours.
 - ii. After 5:30 p.m. every Thursday, there shall be no changes to the hours posted, unless agreed to

between the Management and the District Manager.

- iii. A District Manager who is not meeting his/her work obligations under the self scheduling system shall meet with the Management with a Guild representative present to discuss the issue. The Management may schedule the District Manager hours of work to meet the work obligations.
- iv. A District Manager's inability to meet work obligations under the self-scheduling system may result in Management assuming responsibility for scheduling the hours of work. Such an inability to self-schedule will not be used against the employee in any context.
- v. Between partnerships, one partner shall work until at least 5:30 p.m. for complaint service reasons except on Saturdays and Sundays.
- vi. Work hours shall not flow into night rates.
- vii. Should either party be dissatisfied with the above referred to self scheduling system, the parties agree to meet to discuss the issues. Following stated discussion, should either party remain dissatisfied, Letter of Understanding # 14, shall be invoked after four (4) weeks notice is served to the District Managers.

18. EDITORIAL

- a) Management recognizes that except in an emergency, no nightside employee shall be required to work overtime on the night prior to his/her day off.

- b) A reporter may be required to report for duty the day following a night assignment up to one and one-half hours later than his/her normal starting time if he/she has the equivalent in overtime. This period of up to one and one-half hours shall be included as part of the reporter's full working time that day but shall be a deduction from the total of overtime pay earned on the previous night or for any part thereof.
- c) It is not the intention of the Management to schedule more Editorial employees to work on Sunday than are necessary for basic news coverage.
- d) The Guild acknowledges that part of the success of any newspaper is due to the unassigned, off-beat stories of a news or feature nature which are "dug-up" by employees. Guild members undertake during working hours to gather and write such stories. In off hours, the Guild recognizes that a member of the editorial staff will try to telephone the office when accidents, fires, etc., are encountered by chance.
- e) Management and Guild recognize that employees in some categories, including drama, music, movie, radio, television, columnists and legislative reporters, should have a certain amount of freedom in determining their own hours without precise supervision as to starting and finishing time. These employees undertake to put in a full working week of 37-1/2 hours. Management undertakes on its part to pay them within the general overtime provisions of this Agreement if the normal duties or special assignments of these employees require them to work more than seven and one-half hours per day or more than 37-1/2 hours per week. This

arrangement exists for the sake of efficiency. Both parties recognize that it rests on mutual trust.

- f) As a general rule reporters shall be assigned weekend work (Saturday and Sunday) as a block only.
- g) The Management shall continue its current practice of minimizing the number of different starting times each week for reporters.
- h) The Management shall make every effort to have copy desk employees work either day shifts or night shifts only within any given week.
- i) The Times Colonist may assign one reporter regardless of seniority to the legislative beat who will be exempt from weekend duty and will instead be scheduled to work Monday to Friday (“the Monday to Friday legislative reporter”). The Monday to Friday legislative reporter is not a permanent assignment for any reporter and the Times Colonist may change who is assigned as the Monday to Friday legislative reporter. Currently, the Times Colonist has assigned Jeff Rud to be the Monday to Friday legislative reporter.

With the exception of the Monday to Friday legislative reporter, all regular and temporary city-side reporters (including any additional legislative reporters) will share weekend duty scheduled on an equal rotation basis.

Notwithstanding paragraph 2 above, in order to allow the second (or further) legislative reporter to cover the legislative beat Monday to Friday during period when there is a heavy legislative workload (such as legislative sessions and political campaigns), the Times Colonist may assign a second (or further) legislative reporter to work weekends during other periods (rather than in the

strict rotation), provided that the same total number of weekends will be worked as are required to be worked by all other reporters averaged over a calendar year.

Unless assigned as the Monday to Friday legislative reporter, new regular and temporary city-side reporters who are hired after Jan. 2, 2007, will be scheduled to work every weekend for a period of two (2) years following date of hire.

Thereafter, or until such time as another new reporter is hired, they will join the other reporters (except the Monday to Friday legislative reporter) in sharing weekend duty on the equal rotation basis.

In accordance with Article 11, section 18 (i)

- i. notwithstanding Article 11, section 7, the schedule for reporters (except the Monday to Friday legislative reporter) will be seven consecutive shifts only for the purpose of ending weekend duty (Saturday and Sunday);
- ii. the Times Colonist Management will give consideration to those volunteering for weekend work but the decision rests solely with the Management.

- iii. reporter's work schedule for rotating in and out of weekend duty will be in accordance with the following:

**City-Side Reporters Work Schedule
Rotating In And Out Of Weekend Duty**

Mon	Tues	Wed	Thu	Fri	Sat	Sun
X	X	X	X	X	OFF	OFF
X	X	X	OFF	OFF	X	X
X	X	X	X	X	OFF	OFF
X	X	X	X	X	OFF	OFF

- j) Notwithstanding Article 11, section 7, the schedule for photographers will be seven consecutive shifts only for the purpose of ending weekend duty (Saturday and Sunday). Weekend work shall be shared fairly among photographers in accordance with the present practice. The Management will give consideration to those volunteering for weekend work but the decision rests entirely with the Management.

19. MAINTENANCE

- a) In the Maintenance Department, choice of shifts for janitors shall be allocated on the basis of seniority as the shifts become available.
- b) Janitors may be required to work on Sundays at straight time. Such employees shall receive two consecutive days off in the following week. While the maintenance department staff remains at four janitors the employee with the least seniority may be excluded from the consecutive days off provision. However, should the complement of janitors increase to five then all janitors shall receive consecutive days off.

ARTICLE 12: Holidays

1.

- a) The following holidays shall be granted to all employees with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day (July 1), British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the employee's birthday, or some other day in lieu of, and any other day proclaimed as a holiday by Federal, Provincial or Municipal authority, plus any other holiday recognized by not publishing.
- b) A holiday shall consist of a clear 24 hours from regular quitting time.

2.

- a) In the case of all statutory holidays the night prior to the holiday shall be the off-shifts where such shifts start on or after 1:00 p.m. The off-shift for the day shift shall be the day of the holiday.
- b) Work on the named statutory holidays (as set out in Section 1 of this Article) shall be offered in order of seniority. If there is an insufficient number of volunteers, employees required to work shall be scheduled in reverse order of seniority.

3.

- a) In the event of publication of a statutory holiday edition, the editorial department shall observe the holiday on the day the statutory holiday falls.
- b) If there is no statutory holiday edition, editorial department employees who regularly work day shifts shall observe the statutory holidays on the day of the statutory holiday, while editorial department employees

who regularly work nights shall observe statutory holidays on the night prior to the statutory holiday.

- c) When a combination of a non publishing statutory holiday and publishing statutory holiday fall consecutively, editorial department employees who regularly work nights shall observe the statutory holidays on the night prior to each of the statutory holidays.

4.

- a) All work done on the named statutory holidays (as set out in Section 1 of this Article) shall be paid for at double time in cash plus the regular rate, with a minimum of a full day's pay at the said rate. Employees who move to a regular or temporary full time position will receive a full day's pay for the statutory holiday.
- b) Employees shall have the option of taking half the double time pay as compensatory time off to be placed in a lieu bank and taken as double time off.

The taking of the compensatory time off in the lieu bank shall be scheduled as mutually agreed between the employee and the department head.

In any event the compensatory time off in the lieu bank, except for Christmas Day and Boxing Day must be taken by December 31st in the calendar year in which it was earned.

Compensatory time off in the lieu bank for working Christmas Day and/or Boxing Day, must be taken by March 31 of the following year.

- 5. Employees whose regular day off falls on a statutory holiday shall be compensated by receiving an additional day off. This day shall be worked out between the employee and department head.

6. Subject to Article 11, section 14 all work done on Sundays shall be paid at straight time rates.

ARTICLE 13: Vacations

1. Every regular (full time and part time) employee shall be entitled to an annual vacation with pay in accordance with the following schedule:

Provided that between six months and one year's employment, an employee may take one week's vacation, such vacation to be counted as part of the vacation due after one year's employment.

After one years employment three weeks.

After five years employment four weeks.

After ten years employment five weeks.

After 18 years employment six weeks.

2. Vacations shall be selected in each department according to seniority provided that the number of employees off at any one time shall not affect the efficient operation of the department. Vacation schedules shall be posted not later than October 1 for the following year. Employees who have not selected vacation dates prior to December 15, shall lose their seniority in choosing vacation dates. Vacations must be arranged consecutively if requested by the employee except that employees who are entitled to more than three weeks vacation shall not take more than three weeks consecutively until less senior employees have had an opportunity to select vacation dates. No employee shall select more than three weeks vacation during June, July and August until less senior employees have had an option to choose vacations. Except in cases of emergencies, or when an employee

moves to another department after December 15, or where circumstances would adversely affect the efficient operation of the department, an employee's vacation dates shall not be changed. However, if any employee is required by Management in such cases to alter vacation dates, the Management will compensate him/her for any out-of-pocket expenses he/she may have made and cannot recover in connection with his/her planned vacation.

3. If any employee has been prevented from taking all of his/her vacation in any year by December 31, he/she shall be paid in cash for any vacation remaining in that year, or may at his/her option carry over such unused vacation time to a subsequent year.
4. When a statutory holiday provided by this Agreement falls within a vacation period, the employee shall receive an additional day of vacation.
5. Upon termination of employment, an employee shall receive accrued vacation pay.
6. For the purposes of this Article, "Week" shall be defined as commencing at 12:01 a.m. Monday and ending at 11:59 p.m. the following Sunday, so that Saturdays and Sundays are considered together within one week.

ARTICLE 14: Sick Leave, Health and Welfare

1.
 - a) Sick leave with full pay for up to 40 weeks shall be granted to all employees for duration of each illness or incapacity, provided employees shall whenever possible continue to cover for employees on sick leave.

Management may at its option extend sick leave beyond 40 weeks.

- b) Temporary and probationary employees shall be entitled to sick leave on the following basis:
 - i. 1-1/2 hours per day worked or major portion thereof, commencing on the first day worked or paid for;
 - ii. Prorated for part-time temporary employees.
- 2. Medical Services Plan and Pacific Blue Cross Extended Health Benefits Plan, including Vision Care Rider, shall be made available to all eligible employees covered by this Agreement on a 90-10 premium cost-sharing basis effective October 1, 1999.

The Vision Care Rider shall be two hundred seventy-five dollars (\$275) per person every two (2) years.

Eye Examinations: \$100 per person every 24 months (including adults and dependent children), effective Jan. 1, 2003.

The Extended Health benefits out of province maximum shall be one (1) million dollars.

- 3. Maternity and parental leave will be granted upon request and without pay in conformity with the time periods and provisions of the Employment Standards Act.
- 4. All regular full-time employees and regular part-time employees shall be covered by \$100,000 group life insurance. The premium shall be shared 90-10 effective October 1, 1999. Present employees, and all new eligible employees, may join within three months of the signing of this Collective Agreement, or three months after hire, and not be subject to a medical examination. Thereafter, new plan members may be required to submit to a medical examination by the insurer.

5. HAZARDOUS ASSIGNMENT INSURANCE:

- a) It is agreed that Management will maintain in existence, at no cost to employees, \$100,000 hazardous assignment insurance for reporters and photographers.

6. GUILD DENTAL PLAN:

- a) The Management agrees to pay the premiums levied by Pacific Blue Cross for the Victoria-Vancouver Island Newspaper Guild Dental Plan for Guild members. Plan 'A' - 100%, Plan 'B' - 50%, Plan 'C' - 50%. The maximum for orthodontics shall be \$1,500. Definition for dependent children to be children up to 21 years of age or children up to 25 years of age who are students and unlimited age for handicapped children.
- b) Part-time employees shall pay the difference between Pacific Blue Cross's rate based on actual hours worked expressed in terms of a 28 hour week (e.g. an employee working 14 hours per week shall be deemed to be working half a normal work week, etc.).
- c) Management shall provide each month a list of the part-time plan members, number of shifts and amount contributed. In addition, the Management shall provide each month a list of employees on personal leaves of absence, maternity and parental leave of absence and deferred compensation leave of absence.
- d) Management shall make payment into the plan's fund not later than the 10th working day of each month for the preceding month.
- e) The monthly payment and monthly list, as outlined in c) and d) above, shall be sent to the Administrator of the Victoria-Vancouver Island Newspaper Guild Dental Plan.

- f) The Management shall make no contributions to the plan on behalf of any temporary employee.
 - g) No payments will be made for Leaves of Absences except for Article 14, section 3 and per the provisions of Article 15, section 3.2.
7. In case of a compensable accident the Management will pay 100% of an employee's wages less any amount recovered by the employee from the Workers' Compensation Board or other wage indemnity plan contributed to by the Management.
8. A regular employee will be granted four (4) days' leave with pay between Sunday and Saturday inclusive in the event of the death of a member of the immediate family, which includes all in-laws and grandchildren, and one (1) additional day for a spouse or child. In the event of the death of a grandparent one (1) day leave with pay as above will be granted for the day of the funeral. The four (4) days will be increased to five (5) days for an immediate family death which occurs more than 800 kilometres from Victoria.
9. FAMILY RESPONSIBILITY LEAVE
- A regular full time and a regular part time employee is entitled to five (5) days without pay each calendar year (on a non-cumulative basis) provided shifts can be replaced at straight time wherever possible. The purpose of the leave is to meet the responsibilities related to:
- a) the care, health or education of a child in the employee's care;
 - b) the care or health of any member of the employee's immediate family.

10. COMPANY PENSION PLAN

- a) The Management agrees to continue the CanWest Pension Plan for Vancouver Island Employees, formerly Owned by Thomson Newspapers restated as at December 1, 1998 (the "Southam Plan") providing pension benefit entitlements for Members in respect of Credited Service accrued on and after July 17, 1998, including upgrades and further agrees that no reduction will be made in the level of pension benefit provided by the "CanWest Pension Plan for Vancouver Island Employees."
- b) Pension benefit entitlements of Members for Credited Service accrued on and before July 17, 1998 will be calculated and paid in accordance with the provisions of the Thomson Newspapers Employees' Retirement Plan (the "Thomson Plan").
- c) The Company agrees to improve the upgrade for the Company Pension Plan effective April 1st, 2007. The improved upgrade shall provide a minimum accrued annual pension plan for the Participant's Credited Service up to December 31, 1995 equal to the product of (i) and (ii) below:
 - (i) 1.2% of the Participant's 1995 earnings up to the 1995 YMPE, plus 1.8% of the Participant's 1995 earnings which are in excess of the 1995 YMPE.
 - (ii) The Participant's Credited Service as at December 31, 1995 under the Thomson Newspaper Employee's Retirement Plan as amended and restated as of January 1, 1998.

This improved upgrade will be applicable for all Guild Participants of the Company Pension Plan.

11. The Management agrees to request the Radiation Protection Service of the Ministry of Health, B.C., to check all Video Display Terminals in 1990 and every two years thereafter unless other dates are mutually agreed to. Results shall be made available to the Union.
12. The Management agrees to continue the Great-West Life Assurance Company Long-Term Disability Plan introduced January 1, 1979, and further agrees that no reduction will be made in the level of benefit provided under the plan.
13. The Guild and the Management accept First Aid regulations as per the Workers' Compensation Act.
14. The Employer will advance employees sick pay in the event of an accident involving third parties. When damages for loss of income are recovered from third parties, the employees shall reimburse the Employer sick pay advanced. In no event shall the amount required to be reimbursed exceed the amount of sick leave pay advanced by the employer.
15. Employee Assessments
When the Company requests a Doctor's note, the Company will pay up to \$50.00 per note.
16.
 - a) Should changes occur to any Health and Welfare benefits, the Guild shall be immediately notified in writing by the Company.
 - b) The Company shall provide to the Guild updated benefit booklets as soon as they become available to the Company.

ARTICLE 15: Leaves of Absence

1. Personal Leaves

- 1.1 The Management shall grant employees personal leaves of absence without pay for good and sufficient cause providing such leave does not cause unreasonable disruption of operation in any department.
- 1.2 Personal leaves of absence shall not exceed one year. Such leaves may be extended beyond one (1) year at the option of Management if requested by the employee.
- 1.3 It is understood that once a personal leave request is granted that the commitment is binding and that the terms of the leave, including duration, will not be altered prior to the commencement of the leave except by mutual agreement between The Guild and Management.
- 1.4 Should an employee wish to return from a personal leave prior to the original return date, and the reasons are acceptable to both The Guild and the Management, a minimum of three (3) weeks written notice will be required.
- 1.5 No more than four (4) members of The Guild shall be granted personal leave, nor more than four members permitted to be away at any one time, and no more than one (1) member from any one classification. These numbers may be increased at the sole discretion of Management.

2. Union Business

- 2.1 If an employee is elected or appointed to any position in CWA-TNG 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 CWA-TNG is affiliated including the CLC, 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 extended leave at any time. The Guild will provide written notice to Management as soon as they become aware of circumstances that will require such a leave.
- 2.2 Short term leaves of absence will be granted without pay to employees elected or appointed as delegates to conventions, special meetings of CWA-TNG, CLC, AFL-CIO or any other labour organization with which The Guild is affiliated or for the purpose of administration of the Local provided such leaves do not cause unreasonable disruption of operations. In any event, one (1) Guild member shall be granted such short term leave. 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 will be granted to members of The Guild to attend collective bargaining with the Management as per the provisions of Article 11 section 1 b) of the By-Laws of The Guild as at November 30, 1994. The Management agrees to pay the wages of

employees granted such leaves and the Guild agrees to reimburse the Management.

3. General Provisions

3.1 Upon expiration of a leave of absence an employee shall be reinstated in the same position or one comparable to the position held when the leave of absence began. Such reinstatement shall not require the Management to increase the number of the staff, and any reductions in staff shall be subject to the provisions of Article 6 of this Agreement.

3.2

- a) During leaves of absence of four weeks or less, an employee will continue to receive all benefits to which he/she would be entitled. During leaves of absence in excess of four weeks, the employee may make arrangements with Management to continue, where possible, certain Health and Welfare benefits by paying the full cost of such benefits.
- b) Notwithstanding the provisions of section 4.1 of the Company Pension Plan, any participant who is a member of the Victoria-Vancouver Island Newspaper Guild employed at the Times Colonist may, while on authorized leave of absence without pay voluntarily elect to make such contributions that would have been payable had the participant continued in active employment during the period of the leave as per the following:
 - i. For up to one year, plus any statutory requirements for leaves under section 1.
 - ii. For the length of the leave under section 2.1.

- iii. For up to one year for leaves under section 2.2 and section 3.5.

Such contributions shall be made monthly, in advance during such authorized leave of absence. The election to make such contributions must be made in writing to the Employer prior to the commencement of the leave of absence. A participant who elects to continue contributions during such a period of leave shall accrue credited service and retirement income during such period. The participant's contributions and retirement income accruals during such period shall be based on the participant's rate of earnings in effect immediately prior to such period.

- c) Leaves of absence granted under this Collective Agreement shall not constitute a break in seniority for the purposes of layoffs or vacation entitlements and selection.

- 3.3 Whenever practicable, leaves of absence without pay shall be granted to employees for training service with the Canadian Armed Forces.
- 3.4 Any employee, who due to a National Emergency or compulsory service regulations, is called up for service in any of Her Majesty's Forces, shall, at the conclusion of his/her service be entitled to reinstatement to the position he/she held at the time of callup. If, in the opinion of the Management, he/she is qualified to be placed in a higher category on his/her return, the Company will give full consideration to placing him/her in such higher category.
- 3.5 Deferred Compensation Leave Plan: see attached Appendix D, also Letter of Understanding No. 6.

ARTICLE 16: Part-Time and Temporary Employees

1. Part-Time Employees

- 1.1 A part-time employee is one who is hired to work regularly less than 75% of the work week as provided in this Agreement.
- 1.2 Regular part-time employees will be offered, in order of seniority, any non scheduled work within their classification and for which they have the skills and ability, before a temporary employee is offered such work, provided there is no additional overtime cost to the company.
- 1.3 If a regular part-time employee becomes a regular full-time employee, they will be credited with actual time previously served.
- 1.4 Regular part-time employees shall be covered by all the terms of this Agreement. They shall advance on the schedule of minimum salaries according to hours actually worked, expressed 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.) They shall receive, when entitled, sick leave pay, vacation pay, statutory holiday pay, night shift differential, dental plan benefits and the benefits of Article 17 (Expenses and Equipment) on a pro rata basis. Guild shop and checkoff provisions shall apply for new employees.
- 1.5 Regular part time employees who work a minimum of 22.5 hours per week (including fair averaging where applicable) shall be entitled to MSP, and Pacific Blue Cross Extended Health Benefits including the Vision

Care Rider coverage on a 90-10 cost sharing basis of the premium. In the event that a qualified employee's hours are subsequently reduced by Management to less than 22.5 hours per week, such employee may elect to continue MSP and Pacific Blue Cross Extended Health Benefits on the 90-10 cost sharing basis of the premium notwithstanding the reduction in hours.

- 1.6 The probation period for regular part-time employees shall be 90 days from the date of employment, and not on a prorated basis. Any absence(s) from work during the probationary period shall extend the probationary period by the length of the absence(s).
 - 1.7 Regular part time employees shall be entitled to the same vacation privileges as regular full-time employees. Vacation pay shall be calculated as 2% of gross earnings for each week of vacation entitlement.
 - 1.8 The minimum shift for regular Part-time Circulation Telephone Sales Solicitors shall be four (4) hours. Based on a 20 hour week, a minimum of 22 orders are expected.
2. Temporary Employees
- 2.1 A temporary employee is one who is employed for a special project or for a specified time, in either case not to exceed six (6) months. The Guild shall be notified in writing as to the nature of such project, the anticipated length of temporary position including the commencement and completion dates of stated temporary position.
 - 2.2 A temporary employee's seniority is defined as the total number of hours worked by the employee from the last date of hire based on a 28 hour work week.

Should a temporary employee be rehired into a temporary position or hired for a regular full time or regular part time position, he/she will be given credit for the seniority earned for the previous temporary employment, provided there has been no break in service greater than 14 days. The seniority date shall not precede the hire date.

- 2.3 A temporary employee is entitled to sick leave benefits and pay as per the provisions of Article 14, section 1b.
 - 2.4 Should a temporary employee be hired as a regular part time or a regular full time employee, there shall be no additional waiting period for benefits.
 - 2.5 Temporary employees are entitled to Vacation Pay calculated as 4% of earnings. Such vacation pay will be paid on each pay cheque.
3. General
- 3.1 Part-time and temporary employees shall not be employed where, in effect, such employment would substitute for, eliminate or displace a regular employee (full time or part time) unless such regular employee is absent by reason of illness, disability, vacation or written leave of absence.
 - 3.2 Regular part-time and temporary employees shall advance on the schedule of minimum salaries per Article 9, according to hours actually worked, expressed in terms of a 28 hour work week (e.g. an employee working 14 hours per week shall be deemed to be working half the normal work week.)
 - 3.3 Regular part-time employees and temporary employees who work less than full-time hours shall be paid on an hourly basis equivalent to the applicable weekly minima

and applicable night differential as provided for in Article 9.

- 3.4 Regular part-time and temporary employees shall be entitled to the applicable overtime pay provisions of Article 11, Hours and Overtime.
- 3.5 Regular part-time and temporary employees shall be entitled to Statutory Holidays as per the provisions of Article 12. Pay for applicable Statutory Holidays will be calculated based on a work week of 28 hours in the 12 week period immediately preceding the week in which the Statutory Holiday occurs provided that the amount is no less than the employee would have received under the collective agreement expiring January 1, 1998. The equivalent time off may be taken at the employee's choice. Such time off will be taken at a mutually agreed upon date.
- 3.6 Regular part-time and temporary employees shall not be required to work split shifts.

ARTICLE 17: Expenses and Equipment

1.

- a) 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.
- b) An employee authorized to use his/her automobile regularly in the employment of the Management shall receive at least 60 days notice before authorization is terminated, provided said employee is in the employ of Management during the said period and that the type of work performed has not changed.

2. TRANSPORTATION:

- a) Management shall supply cars and pay the expenses incurred thereof for all departments.
- b) The Management agrees that any employee who is unable to use a Company car and who uses their own vehicle in the performance of their assigned duties will be compensated at the rate of \$0.471 per mile (\$0.294 per kilometre).
- c) Mileage rates shall be increased or decreased one cent for every 10 cents per gallon (2.2 cents per litre) increase or decrease of regular unleaded gasoline as of January 2, 2007, based on the average price for regular unleaded gasoline (106.9 cents) per litre at company-owned self-serve stations for Shell, Imperial Oil and Petro Canada. Any such adjustment is to be calculated at the end of each 13-week interval and the new rates shall be put into effect at the next pay period.

Note : Formula is as follows :

Average price of 3 Gas Stations x .9519 = Rate Per Mile
(Rate Per Mile x .62315 = Rate Per Kilometre)

- d) Employees using their own vehicles on company business do so voluntarily. The employee will ensure the appropriate business insurance, with a minimum of \$2,000,000 liability coverage, will be in place.
3. Management shall, at all times, make available and be responsible for the cleaning of three sets of coveralls for each employee in the Maintenance department.
- For each employee in the Maintenance department the Company will pay \$175.00 towards the cost of safety shoes when necessary. Maintenance department employees shall bring in receipts for re-imbursement up to the above noted rate.
4. Should Workers' Compensation Board demand that certain specialty clothes or accessories are, for safety reasons, mandatory for members of the Guild, the Management will undertake to supply same.
5. The company shall continue to assume responsibility for supplying and maintaining all photography equipment.
6. The right of an employee to submit a claim for reimbursement for loss of, or damage to his/her personal property, including his/her automobile, in connection with employment, is hereby confirmed. In the case of his/her personal automobile the reimbursement shall not exceed \$250.00.

ARTICLE 18: Employee Integrity

1. An employee's byline or credit line shall not be used over his/her protest. Whenever possible, factual changes in material submitted and rewrites of material submitted shall be brought to the employee's attention before publication. If an employee cannot be contacted prior to publication, his/her byline or credit line shall be removed.
2. If a question arises as to the accuracy of printed material, whenever possible and if time permits, no correction or retraction of that material shall be printed without prior consultation with the employee concerned.
3. Editorial employees shall not be required to write or produce commercially oriented or advertising support copy.
4.
 - a) The Management shall notify employees of all beat changes at least one week in advance.
 - b) The Management agrees to discuss all such changes with the employees concerned prior to these changes being made.

ARTICLE 19: Miscellaneous

1. BULLETIN BOARDS:

The Guild shall have the right to install and use for its own business a bulletin board in each department covered by this Agreement.

2. SANITATION:

The Management agrees to keep its plant in a clean, healthful, sufficiently ventilated, properly heated and properly lighted condition at all times.

3. OUTSIDE ACTIVITIES:

Employees shall not engage in any work or activities outside their working hours which may be deemed to be competitive with or injurious to the newspapers published by Management without first obtaining the permission of Management.

4. JURY DUTY:

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 weekly salaries during such periods of service, less the amount of jury or witness fees. Any night shift employees called for jury service shall not be required to work on the day or days so spent. Any day shift employees called for night jury service shall not be required to work on the day or days following the night or nights so spent.

5. PHOTOS:

When members of the staff are requested to use their own cameras for pictures taken, the Management agrees to make amends for damage or loss of camera and to make remuneration for pictures used at the rate of \$25.00 per picture plus the cost of materials.

6. 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.

7.

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

8. PARKING:

The Guild will receive at least 90 days notification of any contemplated change in present parking facilities or fee structure and the two parties shall discuss alternate arrangements.

9. The number of District Managers and Up-Island District Managers on staff at any time shall be not less than 14.

10. CIRCULATION DUTY TEAMS:

- a) Existing Saturday-Sunday Duty Team employees shall continue at the pay scale set out in the Letter of Understanding #17 and shall enjoy all future negotiated increases and will not be reduced below 7 1/2 hour shifts. (See appendix A.)
- b) The Saturday-Sunday Duty Team Members shall be limited to five persons except expansion may be achieved with Guild consent.
- c) The duties of both Duty Teams shall be strictly limited to the delivery of routes down, bundle shortages to carriers

and dealers, dumped bundles, vandalized bundles, single-copy complaints of the Times Colonist (not Marketplace), and other work directly related to the delivery of the newspaper, but specifically excluding District Manager-type work such as carrier recruitment and training, account collections, etc..

d) The Guild contract applies in all applicable respects. (Including, but not limited, to Company cars.)

e)

i. With the advent of both Duty Teams, it is the intention of Management to remove from District Managers the majority of the work of delivering down routes, bundle shortages, and single-copy complaints. However, this does not preclude District Managers from doing this work on the minority of occasions as and if required, for example, including but not limited to, present practice on Saturdays and Sundays, late press runs, etc.

ii. It is understood that should Management decide due to changed circumstances in the future to eliminate either or both Duty Teams, this work will revert to District Managers. It is agreed, however, that no existing Saturday-Sunday Duty Team members as at October 16, 1991 (see Appendix A) shall lose employment if and when Management decides to eliminate this classification. Provided that, the Management's rights to reduce the force as a result of economic conditions shall not be abridged.

- f)
 - i. There shall be no layoff of existing (October 16, 1991) District Managers by reason only of transfer of deliveries to Duty Team members. These DMs shall be agreed upon and listed by name, (See Appendix B).
 - ii. It is agreed that the transfer of duties from District Managers to Duty Team members as described herein shall not abridge Management's rights to reduce the force as a result of economic conditions.
- g) The Utility Supervisor and Collector classification shall be terminated and shall not be renewed. Delivery work performed by this classification shall be transferred to the Duty Teams. All other District Manager-type work performed at any time in the past by the Utility Supervisor and Collector classification shall be considered part and parcel of the District Manager classification.

Appendix A: Sat.-Sun. Duty Team Member
John Wellburn

Appendix B: List of DMs at October 16, 1991 [re f(i)].

Steve Eisenberg	Mike Small
Harry Faerber	Ernie Sherman
Ken Trottier	Brian Stevenson
John Hungar	Ron Low
Robert Dunic	Matt McGeachie
Paul Seal	Ev Ring
John Bradford	Lillian Munch
Barry Lohr	Chris Bayley
Dwayne Locke	Peter Kazmiruk
Allen Duddridge	Debbie England
Kryn Zedel	Rich Elliot

ARTICLE 20: Duration and Renewal

1. This Agreement shall be for a duration of four (4) years commencing on the second day of January, 2007, and terminating on the 1st day of January, 2011, and thereafter within the limitations hereinafter set forth.
2. The parties agree to exclude the operation of Sections 50.2 and 50.3 of the Labor 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 Labor 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 TIMES COLONIST

Publisher

For

Victoria-Vancouver Island Newspaper Guild, chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America

President

Secretary

Dated

ADDENDA

Memorandum of Understanding

The following represents the texts of several Letters of Understanding between the Victoria-Vancouver Island Newspaper Guild, Chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America, and the Times Colonist, a division of CanWest Media Works Publications Inc., that were agreed upon during negotiations of the Agreement commencing January 2, 2007 and expiring on January 1, 2011.

It is agreed that the signing of this Addenda represents the signing of each of the Letters of Understanding by the respective parties and that the Addenda along with each letter of Understanding forms part of the collective agreement.

FOR TIMES COLONIST

Publisher

For

Victoria-Vancouver Island Newspaper Guild, chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America

President

Secretary

Dated

LETTER OF UNDERSTANDING No. 1 Retroactivity

It is agreed that retroactivity will apply to all full time and part time employees, effective Jan.2, 2007

(including those employees who have left the employment of the Times Colonist prior to date of ratification).

LETTER OF UNDERSTANDING No. 2 Long-Term Disability

The Guild and the Company agree to the following:

A temporary employee hired to cover for a regular employee including excluded positions on sick leave and subsequently on long-term disability will remain in a temporary status for such period of time until the regular employee either returns to work, or severs employment with the Company. In this regard the Guild and the Company agree to waive any six months period as set out in the Agreement.

Should a regular employee on sick leave qualify for long-term disability coverage, then so long as such regular employee remains on long-term disability, said temporary employee covering for him/her shall be able to apply and be entitled to dental coverage at no cost provided a) that he/she has been employed at least six months with the Company and b) that the regular employee is off sick leave and on long-term disability.

Until the temporary employee is covered by the dental plan the regular employee shall be entitled to dental plan coverage at no cost.

When no-cost dental coverage ceases for the regular employee on long-term disability he/she may voluntarily continue dental coverage at his/her own expense until he/she severs employment or returns to work provided a) he/she remains a member in good standing of the Guild, and b) he/she has at least five years continuous employment with the Company immediately prior to proceeding for long-term disability coverage. Voluntary coverage not to exceed five years but this time may be extended, without prejudice, at the option of the Company.

LETTER OF UNDERSTANDING No. 3

Editor-Writer Advertising Supplements

The position of Editor-Writer Advertising Supplements is agreed to by the Guild and Management. This position shall be under the direction of the Advertising Director and shall include the following work:

- a) Edit and lay out pages of advertising supplements.
- b) Develop and write articles related to advertising subjects.
- c) Create a file of syndicated articles related to advertising subjects.
- d) Arrange photographic coverage related to advertising subjects.

Other conditions of the Collective Agreement shall apply to this position including those for part-time and temporary employees under Article 16.

LETTER OF UNDERSTANDING No. 4

Telecommuters

The Employer agrees to consider requests from employees who wish to Telecommute.

The Company shall assist the Telecommuter in meeting all WCB requirements.

The Company will assist the Telecommuter with equipment requirements necessary to facilitate the Telecommuting arrangement. Such assistance may include purchase of required equipment and the repair of stated equipment or the repair of the employee's personal equipment.

The Company will provide any declarations required by Revenue Canada detailing the Telecommuting arrangement.

The Company shall identify in writing, the current Telecommuters, to the Guild. Thereafter, the Company shall identify in writing, the Telecommuters on a quarterly basis to the Guild.

LETTER OF UNDERSTANDING No. 5

Job Guarantee

1. The employees named and specified in Appendix A hereto shall be permanent full-time or part-time employees until their employment status is lawfully terminated as provided for in paragraph 3 hereof or suspended as provided in paragraph 4 hereof or varied by mutual Agreement of the parties.
2. The rates of pay of each of the said employees shall be as negotiated between the Employer and the Union from time to time in Collective Agreements.
3. The employment status of each of the said employees will terminate only upon the happening of the first of any of the following events:
 - a) The employee ceasing to be a member in good standing of the Union.
 - b) The death of the employee.
 - c) The voluntary resignation in writing of the employee duly delivered to the Employer.
 - d) The retirement by the employee according to the schedule which is Appendix "B" hereto.
 - e) The acceptance by the employee of an early separation allowance as set forth in the schedule which is Appendix "C" hereto.
 - f) The discharge of the employee by the Employer for just and reasonable cause.
 - g) Termination by the Employer of all business activities associated with the production or publication of a newspaper, and/or commercial printing. In the event that

business activities are resumed by the Employer, this Agreement will be deemed to have been renewed with effect from the date of resumption.

4. The events stated in paragraph 3 hereof are the only grounds upon which the employment status of each of the said employees may or can be lawfully terminated save that this Agreement shall be deemed to have been suspended during any lawful lockout by the Employer or strike by the bargaining unit of which the said employees are members, and deemed to have been revived upon the cessation of the said lockout or strike.
5. In the event of dispute as to the interpretation, application or breach of this Agreement the grievance procedure to be followed shall be that provided for in the Collective Agreement between the Employer and the Union which is in effect at the time that the grievance is initiated.
6. The parties agree that the present publication schedule (separate morning and evening editions Tuesday to Friday inclusive, one combination edition Saturday, one morning edition Sunday, and one evening edition Monday) shall be maintained until the Employer shall advise the Union in writing of the implementation of the seven-day single edition schedule.
7. This Agreement shall continue in full force and effect until the employment status of the last survivor of the said employees has been lawfully terminated.
8. This Agreement and any of its provisions shall not be the subject matter of any collective bargaining subsequent to its date between the Employer and the Union unless both mutually agree in writing signed by both to re-open this Agreement.

9. This Agreement will take effect as and from the 3rd day of November, 1983 and as from the said date it shall form and be deemed to form part of the current Collective Agreement and of any Collective Agreement between the parties subsequent and in succession thereto.
10. This Agreement binds not only the parties executing the same but also their respective successors and assigns of any kind whatsoever, including, without prejudice to the said generality, any purchaser of or successor to the enterprise (in whole or in part) of the Employer and any successor to the Union as the bargaining agent for the bargaining unit of which the said employees from time to time are members.

TIMES COLONIST
VICTORIA NEWSPAPER GUILD,
LOCAL 223
DATED AT VICTORIA, B.C. AUG. 8, 1984

APPENDIX "A"
LIST OF EMPLOYEES

Name	Classification	Age as at Nov. 3, 1983
L.A. Barrett	Telegraph Editor	60
A.E. Barta	Photographer	36
P.A. Bennett	Features Editor	41
N. Brown	Reporter	52
V. Casselton	Reporter	28
W. Cooper	Desk Person	39
J.E. Crerar	Desk Person	49
C.S. Dheensaw	Reporter	27
P.G. Dufour	Reporter	63
E.M. Fedoruk	Reporter	52
G.H. Forbes	Desk Person	59
A.S. Forrest	Financial Editor	49
A.G. Gibson	Desk Person	53
T.A. Gilbert	Reporter	23

Name	Classification	Age as at Nov. 3, 1983
J.W. Hogbin	Desk Person	49
J. Hume	Columnist	59
S.E. Hume	Reporter	36
A.S. Johnson	Reporter	68
R.A. Joiner	Desk Person	41
J.D. Kelk	Reporter	34
G.S. Kent	Reporter	53
W.S. Lang	Reporter	36
K. Lee	Reporter	43
L.J.F. Leyne	Reporter	29
W.B. Leighton	Desk Person	35
F.G. Litman	Office Person	21
M.P. Low	Reporter	46
J.C. McKain	Photographer	44
J.D. McKay	Photographer	40
C.W. Miller	Reporter	40
R.C. Mostyn	Associate City Editor	38
P.B. Murphy	Reporter	36
J.E. Reid	Sports Editor	
K.C. Rougier	Office Person	26

Name	Classification	Age as at Nov. 3, 1983
F.P. Salmon	Replate Editor	41
D.G. Sidenius	Desk Person	43
W.A. Smith	Reporter	52
R.L. Stonebanks	Reporter	43
R.F. Sullivan	Desk Person	50
P.W.E. White	Desk Person	29
R. Wigod	Family Editor	
J. Jones	Telegraph Editor	56
D. Rhind	20* Duncan Correspondent	59
M. Reid	Desk Person	26
A. DeMarch	Reporter	58
G. Hunter	Columnist	58
A. Merriman	Columnist	63
J.D. Gibson	Columnist	37
D.F. Ash	28* Library Assistant II	45
M.E. Brown	Assistant Librarian	55
R.M. Casper	Library Assistant I	40
B.A. Sorenson	Library Assistant I	46
P.A. Brydon	Operator-Mini Computer	24

Name	Classification	Age as at Nov. 3, 1983
A. Crathern	Grade II-Accounting Clerk	22
D.I. Goldsmith	35* Head Operator	54
R. Idsoe	Grade II Control Clerk	58
S.L. Irwin	Postal Clerk	19
G. Johnson	4* Postal clerk	18
P.D. Leam	Grade I Accounting Clerk	40
T.M. Russell	Grade I Accounting Clerk	24
D.L. Wannamaker	Grade I Accounting Clerk	23
N. Touchette	Main Office Cashier	58
R.N. Blaikie	Service Person	61
F. Lihozky Jr	Janitor	50
R.C. McIntosh	Janitor	45
P.A. Touchette	Janitor	58
C.J. Bayley	District Manager	30
K. Beuker	Circulation Clerk	25
J.W.S. Bradford	District Manager	45
C. Carolan	District Manager	28
A.B. Coburn	District Manager	
R. Dunic	District Manager	26

Name	Classification	Age as at Nov. 3, 1983
R.W. Elliott	District Manager	39
D.J.E. England	Circulation Clerk	26
H. Faerber	District Manager	33
C. Foster	30.9* Circulation Clerk	18
G.M. Goldsmith	Circulation Clerk	19
B.A. Grealy	29.2*Circulation Clerk	52
E.T.J. Holness	Wholesale Driver	31
J.R. Hungar	District Manager	35
G.A.C. Jones	Record Clerk	58
P.G. Kazmiruk	District Manager	23
D.E. Locke	Utility Supervisor & Collector	23
B.R. Lohr	10.8* Rack Maint. & Delivery Person	20
R.B. Low	District Manager	42
M.P. McGeachie	District Manager	27
L.V. Munch	District Manager	
D.H. Norsworthy	Utility Supervisor & Collector	25
R.K. Pallan	District Manager	25
D.A. Peleshaty	District Manager	24
R.B. Polmateer	District Manager	

Name	Classification	Age as at Nov. 3, 1983
E.R. Ring	District Manager	46
G.A. Ross	District Manager	26
E.J. Santarossa	11.3* Sunday Duty Team	27
R.F. Santarossa	18.9* Sunday Duty Team	19
H.M. Scarborough	25.8* Circulation Clerk	49
E.L. Sherman	District Manager	47
L.B. Spielman	District Manager	31
B. Stevenson	5.6*	
P.G. Turnbull	Record Clerk	51
S.W. Walker	18.1* Wholesale Driver	20
R.A. Williams	Circulation Clerk	22
C.L. Wilson	Circulation Clerk	17
K.R. Zedel	Country Road Person	27
E.G. Bateman	Dispatch Driver	48
S.B.L. Bell	Classified Advertising Clerk	25
S. Brice	Make-Up and Control Clerk	37
J.M. Bryce	Make-Up and Control Clerk	26
A.N. Burton	Display Sales Person	
L.J. Carolan	31.1* Dispatch Driver	26

Name	Classification	Age as at Nov. 3, 1983
N.L. Carroll	Display Sales Person	37
C.K. Condie	Display Advertising Clerk	31
H.A. Cool	Comm. Classified Advertising Clerk	48
N.S. Craig	Copywriter-Artist	30
D.P. Cruickshank	Classified Advertising Clerk	47
D.E. Davis	Display Sales Person	39
N.E. Dewey	Copywriter-Artist	41
A.C.M. Doucette	Classified Advertising Clerk	24
K.T. Garner	20.2*Classified Advertising Clerk	18
L.A. Goodman	Classified Advertising Clerk	20
J.F. Hall	Display Advertising Clerk	57
L.J. Hamill	Makeup Control Clerk	30
D.M. Hardy	Display Advertising Clerk	26
J.M. Horne	Classified Advertising Clerk	21
J.E. Hutchinson	Classified-Real Estate Sales Person	41
P.D. Izik	18.4* Classified Advertising Clerk	21

Name	Classification	Age as at Nov. 3, 1983
K.E. Jarrett	Classified Advertising Clerk	32
S.L. Kellow	Classified Advertising Clerk	20
C.L. Kerr	15.5* Classified Advertising Clerk	26
B.R. Leavitt	Display Sales Person	33
D.L. Lobbezoo	National Advertising Clerk	36
R.D. McCrimmon	Classified-Real Estate Sales Person	33
L.E. McNab	Classified-Real Estate Sales Person	43
K.M. McRae	Classified Advertising Clerk	23
S.L. McTavish	20.5* Display Advertising Clerk	41
D. Nazar	Display Sales Person	39
S.R. Osborne	Classified Advertising Clerk	22
S.L. Overholt	Classified Advertising Clerk	26
R.C. Pahl	Classified Sales Person	37
K.M. Paulin	Display Sales Person	58
J.E. Place	Display Sales Person	39

Name	Classification	Age as at Nov. 3, 1983
P.G. Prince	Display Advertising Clerk	39
J.J. Ravick	Display Sales Person	38
R.E. Sidaway	Classified-Real Estate Sales Person	49
A. Sirna	Make-Up and Control Clerk	26
K.A. Small	Copywriter-Artist	35
L.B. Spouse	18.8* Classified Advertising Clerk	41
S.Vanden Boomen	Display Advertising Clerk	24
H.M.G. Verville	20.6* Classified Advertising Clerk	32
M.V. Watkins	Classified Advertising Clerk	45
S.H. Young	Classified Advertising Clerk	22
M. Olivier	Display Sales Person	27
G. Small	11.5*Display Sales Person	44
M. Stanker	10.3* National Advertising Clerk	44

M.R. Armstead*

E.M. Smith*

O.E. Inkpen*

Share 77 hours per week on current basis of rotation.

L. Brassard*

(Guaranteed 1st call on switchboard relief for sickness, vacation or any other situation).

B. McGee-21.3*

Part-time employees have * after their name.

*Hours per week based on fair semi-annual average but implemented on a 10 week cycle.

APPENDIX "B" MANDATORY RETIREMENT

1. Employees who had attained 65 years of age on or before December 1, 1983, will retire not later than on December 1, 1987.
2. Employees who had attained not less than 60 years and not more than 64 years of age on or before December 1, 1983, will retire not later than upon attaining the age of 70 years.
3. Employees who had attained not less than 55 years and not more than 59 years on or before December 1, 1983, will retire not later than December 1, 1993.
4. Those employees who had not attained 55 years of age as at December 1, 1983 will retire not later than upon attaining 65 years of age.

APPENDIX "C"
SEPARATION ALLOWANCES

Upon the implementation of the seven-day single edition schedule, the Employer shall have the right at its election to offer early retirement in order of seniority/priority to any of the employees covered by this Agreement. Should that offer be made and accepted within thirty (30) days of the implementation of the seven-day single edition schedule, the employee shall, at the Employer's option, receive either:

1.

- a) \$900.00 per month from the date of retirement for employees 60 years or older at December 1, 1983, continuing until age 65 unless terminated by death.
- b) Contributions towards Union pension plans and dental plans will continue until age 65 for the employees taking early retirement. Similarly, the Employer will continue its contribution until age 65 for the Medical Services Plan and towards substitute Accidental Death and Dismemberment, Life Insurance and Extended Health Benefits Plans for those employees formerly protected for such coverage under the Printing Industry Welfare Plan, and the corresponding Guild Collective Agreement benefit plans.
- c) Those employees seeking early separation allowances who are members of the Employer's pension plan and remain in it until age 65 will have their pension maintained at the same level by the Employer as if they had continued working until age 65.

OR

2.

- a) \$20,000 if the employee is 65 years or older at December 1, 1983.

OR

- b) \$25,000 if the employee is 60 to 64 years of age at December 1, 1983.

OR

- c) \$30,000 if the employee is under 60 years of age at December 1, 1983.

If the Employer's offer is accepted beyond thirty (30) days of the implementation of the seven-day single edition schedule, the employee shall be entitled to those payments and benefits provided for in paragraphs 1a), b), and c) aforesaid.

Payment of such separation allowances will be in lieu of any other severance payments or contractual benefits, excluding accrued vacation pay included elsewhere in the Collective Agreement other than pension rights acquired to that point in time.

Such allowances, when paid, shall constitute complete severance from the Employer's employ and no employee accepting and receiving such payment shall seek re-employment at the Times Colonist without the consent of the Employer.

TIMES COLONIST

VICTORIA NEWSPAPER GUILD

DATED AT VICTORIA, B.C. Aug. 8, 1984

LETTER OF UNDERSTANDING No. 6

Deferred Compensation Leave Plan

The Guild and the Management agree that they have executed a binding Agreement between them which is appended, and shall be considered to be a part of the Collective Agreement, and which shall establish a Deferred Compensation Leave Plan (“the Plan”).

The Plan shall be patterned after the Guild’s Draft No. 11 dated November 23, 1989, and shall incorporate its basic principles except to the extent that those principles are in conflict with the understandings set forth below, in which case those understandings shall prevail.

The overriding understandings between the parties are:

1. No more than four (4) employees may be absent under the Plan at any given time provided: Number restricted to a maximum of two per classification, except in classifications containing ten or fewer persons where the maximum will be one. This restriction shall not apply to the current list of people booked for sabbatical (see attached LOA list to year 2009).
2. To the fullest extent possible the Guild will carry out the administration of the Plan.
3. The Management will not be required to incur any net cost as the result of the Plan’s operation.
4. The Management will be safeguarded against any and all financial liability as the result of its association with the Plan.
5. Employees on leaves of absence under the Plan will pay for their own fringe benefits coverages.

6. At the conclusion of a leave of absence under the Plan, an employee will return to the same classification he or she occupied at the commencement of the leave of absence.
7. Employees on leaves of absence under the Plan will be governed by the requirements of Article 19.3.
8. Employees on leaves of absence under the Plan may carry over two weeks of their annual vacation entitlement.
9. An employee who, in the absence of bona fide reasons, fails to return to work as scheduled at the conclusion of a leave of absence under the Plan, shall be deemed to have resigned from employment with the Management.

APPENDIX “D”
DEFERRED COMPENSATION LEAVE PLAN

Part 1. Interpretation.

1.1 Definitions

In this Plan,

“Account” means the separate account established by the Trustee pursuant to section 3.3

“Agreement” means the Deferred Compensation Leave Plan Agreement dated February 8, 1991 between the Company and the Guild establishing the Plan,

“Application” of an Eligible Employee means the Eligible Employee’s written application to participate in the Plan in the form attached hereto as Schedule “A”,

“Commencement Date” of a Participant means the date on which the Deferral Period of the Participant commences,

“Company” means Times Colonist, a Division of CanWest Media Works Publications Inc.

“Deferral Period” of a Participant means, subject to Part 6, the period of time specified as such in the Participant’s Application, extended pursuant to sections 4.5 and 4.6 as applicable, being of not more than 6 consecutive years duration, during which receipt by the Participant of his Specified Percentage of salary or wages from the Company is deferred in accordance with this Plan,

“Deferred Capital Amount” of a Participant at a particular time means the total of all salary and wages previously paid by the Company to the Trustee in respect of the Participant pursuant to section 3.1.

“Earned Income Amount” of a Participant at a particular time in a year means the Participant’s share of income earned in the year on funds in the Account and on Qualified Investments in which such funds are invested, calculated pursuant to section 3.8 as if the year had then ended.

“Eligible Employee” at a particular time means an individual who, in accordance with the Bylaws of the Guild, is then a member in good standing of the Guild and who is then, and for the period of 12 consecutive months immediately preceding the particular time has been, employed by the Company,

“Guild” means The Victoria-Vancouver Island Newspaper Guild, Chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America.

“Leave of Absence” of a Participant means the period of a leave of absence from the Participant’s employment by the Company of 12 consecutive months’ duration, and commencing immediately after the Participant’s Deferral Period.

“Participant” means an Eligible Employee whose Application has been approved by the Company, who has not withdrawn from the Plan, and whose Leave of Absence has not been completed.

“Plan” means this Deferred Compensation Leave Plan, as amended from time to time in accordance with its terms,

“Qualified Investments” means

- a) short-term debt instruments of or guaranteed by the government of Canada or the government or province or territory of Canada,
- b) short-term paper or certificates of deposit of or guaranteed by a Canadian chartered bank,
- c) short-term “guaranteed investment certificates” issued by a trust company to which the Trust Companies Act (Canada) applies, and
- d) such other high quality securities as the Guild approves by notice given to the Trustee,

“Specified Percentage” of a Participant means 33-1/3% or such lesser percentage as is specified as such in the Participant’s Application, as amended from time to time by agreement between the Company and the Participant,

“Tax Act” means the Income Tax Act (Canada),

“Trustee” means such one or more persons (including qualified corporations) as are from time to time appointed by the Guild to act as trustee for the purposes of administering the Plan on such terms and conditions as to remuneration and otherwise, not inconsistent with the Plan, as are approved by the Guild,

and

“Trustee’s Fees” means the fees and disbursements of the Trustee for services in administering the Plan as approved by, or as determined in a manner approved by, the Guild.

Construction

In this Plan, except as otherwise expressly provided or as the context otherwise requires, the following rules of construction will apply:

- a) accounting terms not otherwise defined have the meanings assigned to them, and calculations are to be made, in accordance with generally accepted Canadian accounting principles;
- b) a reference to currency means Canadian currency;
- c) a reference to an entity includes any entity that is a successor to such entity;
- d) persons are deemed not to be dealing “at arm’s length” with one another if they would not be dealing at arm’s length with one another for the purposes of the Tax Act;
- e) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, and vice versa;
- f) a reference to a year means a calendar year;
- g) a reference to a statute includes every regulation made pursuant there to, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or any such regulation.

Part 2. Application

2.1 Application

An Eligible Employee who wishes to participate in the Plan must submit to the Company a completed Application therefor not less than 30 days before his proposed Commencement Date.

2.2 Approval in Order Received

Subject only to sections 2.3 and 2.4, the Company will approve Applications in the order that they are received by it pursuant to section 2.1.

2.3 Limitation - First 6 Months

No Application will be approved, before the end of the 6-month period beginning on the date of the Agreement. Applications received by the Company pursuant to section 2.1 during that period will be approved by the Company in the order of the applicants' seniority of employment by the Company (as determined under the seniority section of the contract between the Company and the Guild), provided that no more than 10 such Applications will be approved.

2.4 Limitation - Concurrent Absences

An application will not be approved if, on the assumption that the applicant and all Participants will take their Leaves of Absence as proposed (as the timing of all such Leaves of Absence has most recently been adjusted under this Plan), it would result in the overlap for any period of Leaves of Absence of more than 4 Participants. For this purpose the Guild will maintain, keep up to date and make available for inspection by Eligible Employees, Participants and the Company a schedule of approved Leaves of Absence, as so adjusted.

2.5 Notice

Not less than 10 days before the Commencement Date proposed in each Application received by it pursuant to section 2.1, the Company will notify the applicant and the Guild that the Application has been approved or has been denied and, if denied, the basis therefor under the Plan.

2.6 Participation Voluntary

No employee of the Company is required to participate in this Plan.

Part 3. Funding

Funding for Leaves of Absence will be on the following terms:

3.1 Portion of Compensation Withheld

During each Participant's Deferral Period, the Company will, in addition to withholding amounts otherwise required to be withheld by law or under the Collective Agreement between the Company and the Guild, withhold from the total salary and wages, calculated before tax and any such other amounts are deducted, that it would otherwise pay to the Participant from time to time in respect of services rendered by the Participant to the Company during his Deferral Period, the Participant's Specified Percentage thereof.

3.2 Payment to Trustee

Except as otherwise required by law, the Company will pay forthwith to the Trustee the amount of any compensation withheld by the Company pursuant to section 3.1.

3.3 Investment of Deferred Compensation

Funds received by the Trustee pursuant to section 3.2 with respect to each Participant, together with income earned thereon from time to time (until paid out in accordance with

this Plan), will be pooled with funds so received by it from time to time with respect to other Participants and income thereon in a separate account established for the purpose by the Trustee, and will be invested and reinvested by the Trustee in Qualified Investments.

3.4 Funds Not Mixed

The Trustee will deal with funds in the Account, Qualified Investments in which such funds are invested and income earned thereon only as provided in this Plan and, without limiting the generality of the foregoing, will not mix its own or any other funds with funds in the Account or use funds in the Account for its own or any other purposes.

3.5 Registered Ownership

All Qualified Investments from time to time held by the Trustee pursuant to this Plan will, except as the Guild approves by notice given to the Trustee, be registered in the name of the Trustee as trustee for the Participants.

3.6 Trustee's Fees

The Trustee be entitled to reimburse itself out of funds from time to time held in the Account for Trustee's Fees.

3.7 Annual Distribution of Income

On the last day of each year the Trustee will distribute to each person who was a Participant at the end of the year that person's Earned Income Amount for the year, calculated as provided in section 3.8.

3.8 Earned Income Amount

A Participant's Earned Income Amount for a year is that proportion of

- a) the amount by which
 - i. income earned and accrued by the Trustee in the year on funds in the Account and on Qualified Investments in which such funds are invested (without deducting Trustee's Fees)
exceeds
 - ii. the total of the Trustee's Fees for the year and amounts distributed to Participants before the end of the year on account of their Earned Income Amounts that
- b) the total of all amounts paid to the Trustee for the account of the Participant before the end of the year pursuant to section 3.1 less amounts distributed to or for the account of the Participant before the end of the year on account of the Participant's Deferred Capital Amount is of
- c) the total of all amounts paid to the Trustee for the account of Participants before the end of the year pursuant to section 3.1 less all amounts distributed to or for the account of Participants before the end of the year on account of their Deferred Capital Amounts.

3.9 Reporting to Participants

Within 30 days after the end of each year, the Trustee will report to each person who was a Participant during the year as to the Participant's Deferred Compensation Amount at the end of the year (after the distribution required by Section 3.7), the Trustee's fees for the year, and each of items a) to c) specified in section 3.8.

Part 4. Taking the Leave of Absence

The taking of a Leave of Absence will be governed by the following rules:

4.1 Timing of Leave

Each Participant will take his Leave of Absence immediately upon completion of his Deferral Period.

4.2 Manner of Payment During Leave

Each Participant will, not less than 30 days before his Leave of Absence, by notice given to the Trustee elect to receive, subject to section 4.3,

- a) his Deferred Capital Amount and Earned Income Amount at the end of his Deferral Period as a lump sum payment upon commencement of the Leave of Absence, or
- b)
 - i. his Earned Income Amount at the end of his Deferral Period as a lump sum payment upon commencement of the Leave of Absence, and
 - ii. a payment within 30 days after the end of each whole month that falls within the period that begins on the first day of the Leave of Absence and ends on the earlier of
 - A) the last day of the Leave of Absence, and
 - B) November 30th of the first calendar year that begins after his Deferral Period,equal to the total of
 - C) the quotient obtained when his Deferred Capital Amount at the end of his Deferral Period is divided by the number of whole months that fall within that period, and

D) the Participant's share of income earned in the month on funds in the Account, equal to his Earned Income Amount calculated pursuant to section 3.7 as if the year had ended on the last day of the month,

and the Trustee will make payments to the Participant in accordance with his election.

4.3 Amounts Paid During Leave

The amounts paid to a Participant during his Leave of Absence will be net of any amounts deducted under section 5.1.

4.4 Limitation

Throughout his Leave of Absence a Participant will not receive any salary or wages from the Company, or from any other person or partnership with which the Company does not deal at arm's length, except as provided in this Plan, and will comply with the provisions of Article 19.3 of the Collective Agreement between the Company and the Guild.

4.5 Company's Right to Postpone Leave

If the Company is unable to obtain a suitable replacement for a Participant for the period of the Leave of Absence specified by the Participant, the Company, by notice given to the Guild and to the Participant not less than 6 months before the Leave of Absence is to commence, may, with the consent of the Guild, postpone the Participant's Leave of Absence on one occasion only for a period of up to one year as specified in the notice, such consent not to be unreasonably withheld, provided that commencement of the Participant's Leave of Absence will not thereby be postponed to a date later than 6 years after the Commencement Date. If a Participant's Leave of Absence is so postponed, the Participant may choose to remain in the Plan or may by notice given to the

Company and the Trustee withdraw from the Plan, in which case the Participant will be considered to have thereupon withdrawn from the Plan, and the Trustee will within 30 days after notice is so given pay to the Participant in one lump sum payment the total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount

on the day notice is given.

4.6 Participant's Right to Postpone Leave.

A Participant may on one occasion only, and subject to section 2.4, by notice given to the Company not less than six months before his Leave of Absence, postpone his Leave of Absence for up to one year, provided that commencement of the Participant's Leave of Absence will not thereby be postponed to a date later than 6 years after his Commencement Date.

4.7 Leave of Absence

Each Participant's Leave of Absence will immediately follow his Deferral Period.

4.8 Position on Return

The parties expressly agree that upon completion of a Participant's Leave of Absence the Participant will return to his employment with the Company in the same classification and with all wage scales and benefits applicable at the date of return, and thereafter will remain in the employ of the Company for a further period of not less than 12 months.

4.9 Deemed Election

A Participant who fails to make an election required by section 4.2 will be deemed to have made an election under paragraph 4.2 a).

Part 5. Fringe Benefits

The provision of fringe benefits to a Participant during his Leave of Absence will be as follows:

5.1 Payment

During a Participant's Leave of Absence, the Company will continue the Participant's fringe benefits but the Participant will pay full cost thereof and will provide for such payment by making a lump sum payment to the Company no later than commencement of his Leave of Absence, by delivering post-dated cheques, or otherwise in a manner satisfactory to the Company.

5.2 Sick Leave

Sick leave will not apply to a Participant during his Leave of Absence, but eligibility will recommence on completion of his Leave of Absence, including, for greater certainty, eligibility with respect to any sickness that begins during and continues after the end of his Leave of Absence.

5.3 Vacation Entitlement

Vacation entitlements earned by a Participant before his Leave of Absence is to commence must be taken before his Leave of Absence commences. Amended to allow for two weeks to be carried over.

Part 6. Withdrawal

6.1 Upon Termination of Employment

If for any reason a Participant ceases to be employed by the company, he will be considered to have thereupon withdrawn from the Plan, and within 30 days after such withdrawal the Trustee will pay to the Participant in one lump sum payment to total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount

on the date of withdrawal.

6.2 By Consent

In extenuating circumstances (as determined by the Guild), such as financial hardship, a Participant may withdraw from the Plan upon giving written notice to the Company of his intention to do so not less than 6 months before the date on which the Participant's Leave of Absence is scheduled to commence. Within 30 days after such withdrawal, the Trustee will pay to the Participant in one lump sum payment of the total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount

on the date of withdrawal.

6.3 Upon Death

If a Participant dies, he will be considered to have thereupon withdrawn from the Plan, and the Trustee will within 30 days after receiving from the Participant's legal representatives notice of such death, pay to the Participant's estate in one lump sum amount the total of

- a) the Participant's Deferred Capital Amount, and

b) the Participant's Earned Income Amount on the date of death, subject to the Trustee receiving necessary clearances and proofs lawfully required for such payment.

Part 7. Temporary Suspension of Deferral Period

7.1 Notice to Suspend

A Participant may, on one occasion while he is participating in the Plan, by written notice given to the Company not less than 30 days before the proposed suspension, suspend the application of section 3.1 with respect to the participant for a period of not less than 6 months and not more than 12 months, provided for greater certainty that such a suspension will not extend or abridge the participant's deferral period.

7.2 Reinstatement

If a Participant has given written notice in accordance with section 7.1, the Participant's participation in the Plan will be reinstated commencing on the first day of the month which immediately follows the period during which his participation has been suspended.

Part 8. Administrative Provisions

8.1 Extensions

The Trustee may by notice given to affected Participants extend any time limit imposed on it by this Plan for the distribution of funds, except those imposed by sections 3.7 and 4.2, to the extent necessary as approved by the Guild to permit the liquidation of Qualified Investments.

8.2 Amendments

The Plan may be amended by agreement made between the Company and the Guild and with the written consent of each

Participant whose rights under the Plan would thereby be materially affected, provided that no amendment to the Plan may be made that will adversely affect its status as a prescribed plan or arrangement as described in section 6801 of the Regulations under the Tax Act.

8.3 Withholding

The Trustee will deduct from all amounts otherwise payable to any Participant pursuant to this Plan all amounts required by law to be withheld and paid for on or behalf of the Participant.

Part 9. General Provisions

9.1 Notice

Any notice, communication, payment or demand required or permitted to be given or made hereunder will be sufficiently given or made for all purposes if delivered personally to the person to whom it is directed or if sent by ordinary first class mail within Canada, postage prepaid, addressed as follows:

- a) if to the Company, to

Times Colonist

a Division of CanWest Media Works Publications Inc.

2621 Douglas Street

Victoria, B.C. V8T 4M2

- b) if to the Guild, to

Victoria-Vancouver Island Newspaper Guild, chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America 203 – 2610 Douglas Street, Victoria, B.C., V8T 4M1

- c) if to a Participant, to the most recent address of the Participant as it appears in the records of the Company.

9.2 Deemed Receipt

Except as provided in section 9.3, a document sent by mail will be deemed to be received on the fourth business day after the day on which it is deposited in a regularly maintained receptacle for the deposit of mail in Canada addressed as provided in section 9.1.

9.3 Mail Disruption

In the event of any disruption, strike or interruption in the Canadian postal service after mailing and before receipt or deemed receipt of a document, it will be deemed to have been received on the sixth business day following full resumption of the Canadian postal service.

9.4 Change of Address

The Company may change its address by giving written notice of such change to all Participants, and a Participant may change his address by giving written notice thereof to the Company.

9.5 Dispute Resolution

Any dispute in respect of the interpretation of this Plan will be submitted for determination by a single arbitrator appointed and acting pursuant to the Commercial Arbitration Act (British Columbia).

9.6 Company's Liability Limited

By his participation in the Plan, each Participant releases and exonerates the Company from all liability for the due administration of the Plan other than its obligations under sections 3.1 and 3.2 and agrees to indemnify and hold harmless the Company from all liability for withholding tax on funds paid by the Company to the Plan for the Participant's account and income earned thereon and for any interest on and any penalties with respect to such withholding tax, and

from all liability to the Participant or the estate of the Participant or the Trustee arising out of the Participant's participation in the Plan.

9.7 Binding Effect

This Plan will be binding upon and enure to the benefit of the legal representatives of the Participants and the successors of the Company.

Schedule "A"
to
Deferred Compensation Leave Plan
Application

TO: Times Colonist
a Division of CanWest Media Works Publications Inc.
2621 Douglas Street
Victoria, B.C. V8T 4M2

(the "Company")

I have read the Deferred Compensation Leave Plan Agreement dated February 8, 1991 between the Company and The Guild, (the "Agreement") establishing a Deferred Compensation Leave Plan (the "Plan"), including the Plan. Capitalized words and expressions used in this Application have the meanings assigned to them in the Plan.

I hereby apply to participate in the Plan on the following terms and subject to the following conditions:

1. Commencement Date

The Commencement Date of my Deferral Period will be:
_____ (not less than 30 days after this
Application is delivered to the Company).

2. Deferral Period

My Deferral Period will run from my Commencement Date to
_____ (maximum 6-year period).

3. Specified Percentage

The Specified Percentage of my salary and wages (calculated before tax and other deductions) to be withheld and dealt with by the Company in accordance with the Plan is _____ (maximum 33-1/3%).

Date

Eligible Employee Signature

Times Colonist,
a Division of CanWest Media Works Publications Inc.,

Date

By: _____
Authorized Signatory

If this Application has been properly completed and delivered to the Company, the Company is required, not less than 10 days before the proposed Commencement Date, to notify the applicant and the Guild that the application has been approved or has been denied and, if denied, the basis therefore under the Plan.

LETTER OF UNDERSTANDING No. 7

Accounts Payable Clerk - Janet Milner

The Guild and the Management agree that: Janet Milner shall maintain her classification of Accounts Payable Clerk and associated wage scale. The wage scale for this classification shall be \$758.81 per week. The weekly rate of pay for Janet Milner shall be subject to any future general wage increases as negotiated between the parties.

In addition the Company will continue to pay Janet Milner \$5.00 per shift.

Janet Milner shall receive as of:

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>	<i>weekly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>
	\$947.61	\$971.30	\$998.01	\$1,027.95
	+	+	+	+
	\$5.00/shift	\$5.00/shift	\$5.00/shift	\$5.00/shift

LETTER OF UNDERSTANDING No. 8

After 5 Year Rate

In discussions regarding Article 3.7a), it was agreed that the “after five-year” rate referred to in the last sentence will only be applied to outside persons with five years or more experience rating. The reference to “promoting” in the last sentence does include voluntary transfers between District Managers and Up-Island District Managers which will be deemed in the best interest of Management.

LETTER OF UNDERSTANDING No. 9

Job Share

The management agrees to consider requests from employees who wish to work part time hours and share a regular full time or a regular part time position with another employee. The Management will have the sole discretion in deciding whether to agree to such requests. The terms and conditions applicable to any such arrangement shall be agreed upon by the Employer, Guild, and the employees affected. It is understood that any such arrangements will be for a limited period of time. Where necessary, the Guild will agree to the employment of a temporary employee for the duration of such an arrangement.

LETTER OF UNDERSTANDING No. 10

Classification/Title Changes

It is agreed that the changes to the following Articles is not a change to the intent of the language but is for housekeeping purposes only.

Article 9 - Classification Titles

Article 11 , section 17e) - Title Change

Article 19.9 Title Change

It is further agreed that the deletion of Article 10, section 8 a) to d) is on the basis that the intent of this language is reflected in Article 3, Section 11 and Article 9 (progressive salary scale).

LETTER OF UNDERSTANDING No. 11

Eliminated Classifications

It is understood that should the company re-institute the following classification, or others with substantially the same work, the rate of pay for the incumbent(s) shall be as follows:

*No increase for 2007, 2008, 2009, 2010

Jan 2/2006
2.5%

NIE Coordinator

1st year	\$931.10
After 1 year	\$1,031.37
After 2 years	\$1,102.98
After 3 years	\$1,188.93
After 4 years	\$1,289.20

Presentation Development Coordinator

\$984.79

Commercial Classified Clerk

1st 6 months	\$740.03
After 6 months	\$768.29
After 1 year	\$802.19
After 18 months	\$841.86
After 2 years	\$879.06

Classified Advertising Telephone Sales Solicitors

1st 6 months	\$806.14
After 6 months	\$822.27
After 1 year	\$843.14
After 18 months	\$884.16
After 2 years	\$957.17

Jan 2/2006

2.5%

Single Sheet Advertising Sales Person

1st Year	\$794.51
After 1 year	\$914.73
After 2 years	\$940.99
After 3 years	\$1,015.12
After 4 years	\$1,050.28
After 5 years	\$1,180.12

Advertising Photographer

\$1,081.35

Advertising Telemarketer

1st year	\$804.41
After 1 year	\$914.73
After 2 years	\$940.98
After 3 years	\$1,015.12
After 4 years	\$1,050.28
After 5 years	\$1,180.12

Marketplace Supervisor

1st year	\$880.65
After 1 year	\$926.20
After 2 years	\$1,047.68
After 3 years	\$1,100.79
After 4 years	\$1,131.20
After 5 years	\$1,229.89

Circulation Cashier

\$908.35

Editorial Secretary

\$855.43

Technical Coordinator (Photography)

\$1,451.37

LETTER OF UNDERSTANDING No. 12

Reporters Schedule

The Management shall advise new reporters, in writing, of weekend work requirements as per the provisions of Article 11, section 18 (i) prior to hiring.

LETTER OF UNDERSTANDING No. 13

Circulation Telephone Sales Solicitors

The Guild agrees to delete the 1994 wage scale of the circulation telephone sales solicitors and replace it with the current rate to enable the company to make commission selling programs more attractive, providing that the company creates a minimum of three permanent (full or part time) positions. Any circulation telephone sales solicitors already on staff at the time of such change shall be paid at the old rates until the term of their hire is completed.

LETTER OF UNDERSTANDING No. 14

District Managers Work Schedules

Only after new section 17(f) (vii) is complied with shall this Letter of Understanding be invoked and the following shall apply:

- a) Subject to the provisions of paragraph b) below, the Management agrees that for the purposes of scheduling the work days of District Managers, and Up-Island District Managers, the year shall be broken into periods of seven consecutive weeks. It is further agreed that, notwithstanding Article 11, section 17-4b), within each such period the schedules shall provide five weeks of consecutive days off, three of which shall be weekends (Saturday and Sunday). No District Manager, City or Up-Island will be scheduled split days off in two consecutive weeks within each seven-week period.
- b) It being acknowledged by the Guild that a decision by the Management to depart from its current seven mornings weekly publication schedule is within the Management's rights and beyond challenge by the Guild insofar as the provisions of Article 11, section 17 are concerned, it is agreed that in the event the Management both decides to depart from the said schedule and further decides that it is in its interest to amend the basic provisions of a) above the following steps shall be taken by the parties:
 - 1) The Management shall first devise a new schedule and submit it to the Guild, and the parties shall thereupon endeavour to reach agreement on that or some other new schedule.
 - 2) In the absence of an agreement between the parties on a new schedule, the Management may submit the

dispute to the arbitration step in the grievance procedure contained in Article 4, section 5.

- 3) The role of the Board of Arbitration shall be to determine a schedule which provides an appropriate balance between the legitimate interests of the affected employees and the legitimate interests of the operation as it then exists.
- 4) It is understood and agreed that the Management may not implement a new schedule under the terms outlined above in the absence of either the Guild's consent or the decision of a Board of Arbitration.

Notwithstanding Article 11, section 7, District Managers, both City and Up-Island, may be required to work seven consecutive days for the purpose of ending weekend (Saturday and Sunday) duty.

LETTER OF UNDERSTANDING No. 15

Re: LTD Plan

Following these negotiations a committee of up to three (3) union representatives and up to three (3) company representatives shall be struck to finalize changes to the LTD Plan as follows:

All correspondence from the insurance carrier to the employee or the employee's doctor shall be forwarded to the company's Human Resources department.

Upon obtaining a release from the employee, the company will forward applicable correspondence to the Union and the employee's doctor as required to assist the employee in compliance with the Plan rules.

A comprehensive booklet will be developed and provided to each eligible employee. Such booklet shall include all relevant information about the Plan including rehabilitation criteria and responsibilities, appeal procedures and time limits.

Should the carrier require on-going, or additional medical information from an employee's doctor, such request shall be made directly to the doctor with a copy being sent to the company's Human Resource department.

The Plan will be revised to include access to the Plan for employee's who are pregnant or on maternity leave as per the Brooks/Safeway Supreme Court decision.

Provided any delay in arriving at a timely determination of status, including through any appeal process, is not caused by a delay of information for which the employee is responsible, benefits will be continued until a final determination of the claim is made.

Should there be a disagreement on the assessment/determination of an employee's eligibility for benefits between the employee's

doctor and the insurance carrier, the committee shall meet to discuss the issue(s). Such discussion may include whether the employee should be seen by an independent doctor selected by the Committee for a further assessment.

LETTER OF UNDERSTANDING No. 16

Direct Deposit of Pay Cheques

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

1. There shall be one month's notice of start-up of Direct Deposit.
2. Employees shall provide a voided cheque, or deposit slip, with the applicable information to institute direct deposit in addition to signing an authorization form.
3. Deposits shall be made to the savings institution of the employees choosing.
4. Deposits shall be done electronically not later than 12:01 a.m. Friday of each week for the preceding work week.
5. Pay 'stubs' will be provided to each employee not later than noon Friday of each week.
6. Vacation pay shall be deposited electronically to the bank account of the employee on the last pay day preceding the vacation period, if requested in advance by the employee.
7. Employees may change their designated financial institution upon one month's written notice to the payroll department.

LETTER OF UNDERSTANDING No. 17

Saturday/Sunday Duty Teams

The parties agree that the employee listed in Appendix 'A' of Article 19, section 10 shall continue to have Article 19, section 10, a) apply. The hourly rates for the remaining employee, as long as they remain in the classification, are as follows:

(John Wellburn hourly)

<i>Increase</i>	<i>(2.50%)</i>	<i>(2.50%)</i>	<i>(2.75%)</i>	<i>(3.00%)</i>
<i>Guild Salaries</i>	<i>hourly rate</i>	<i>hourly rate</i>	<i>hourly rate</i>	<i>hourly rate</i>
	<i>Jan 02/07</i>	<i>Jan 02/08</i>	<i>Jan 02/09</i>	<i>Jan 02/10</i>
	\$29.8023	\$30.5474	\$31.3111	\$32.0939

LETTER OF UNDERSTANDING No. 18

Voluntary Buyout

**Agreement between
Victoria Times Colonist
And
Victoria-Vancouver Island Newspaper Guild, Local 223**

Voluntary Staff Reduction Plan

1. Employees wishing to take part in the Voluntary Buyout ("the Plan") will not be replaced; however, positions vacated may be replaced provided an overall staff reduction has occurred. Where the number of employees within the bargaining unit is decreased, there must be a reduction in the guarantees.

Employees leaving under the Plan will not be eligible for future employment at the Times Colonist.

2. **BASIC ENTITLEMENT:** The Plan will provide six (6) weeks pay per year of service based on the employee's seniority date. Maximum entitlement is One Hundred and Twenty-five Thousand Dollars (\$125,000.00).

The employee will not receive more than he/she would if he/she was to remain to a retirement age of sixty-five (65) years, for those named under the Job Guarantee – without prejudice to position on mandatory retirement at age 65.

JOB GUARANTEE Where an employee is covered by a job guarantee, they will receive an additional Twenty-five Thousand Dollars (\$25,000.00)

The total Maximum payout will not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

3. Subject to the above limits, employees may take the monies as calculated, in cash or in a manner designed to facilitate early retirement, or in a manner designed to take advantage of tax savings vehicles allowed by Revenue Canada.
4. Regular rate of pay is to be used in the calculation. The base rate will include all commissions and bonuses based on yearly average calculated using the 12 month period immediately preceding the ratification of the Collective Agreement.
5. If more employees apply than can be accepted within the identified classification, the selection will be based solely on their Seniority with the Times Colonist.
6. Regular full time and regular part-time employees are eligible to participate in the Plan. Full time employees working less than full time, and part-time employees, will have their basic entitlement prorated to reflect the proportion of time they

have worked over the past three (3) years, or the last 12 months from date of ratification, whichever is greater.

7. Employees on Long Term Disability will be eligible to participate in the Plan.
8. Should there be an additional buyout/voluntary staff reduction offered by the Times Colonist during the term of the new collective agreement that would result in a greater payout than what is contained in this Memorandum, the Times Colonist will pay the employee the difference in a lump sum payment at the time of the new offer.
9. The Company will pay for individual financial counselling to a maximum of six (6) hours, not to exceed \$330.00. The financial counsellor may be chosen by the employee. To receive payment, the employee shall verify the bill submitted to the Company by the financial counsellor.
10. The Company agrees, if requested in writing, (copy to Guild President) to pay out all or a portion of the equivalent number of weeks the employee is entitled to receive under the Voluntary Buyout as per the employee's regular payroll cycle.
11. Company representatives will meet with appointed representatives of the Guild to oversee the implementation of the Voluntary Buyout.
12. The parties agree to a Voluntary Buyout to be effective the date of ratification of the Collective Agreement and to be completed 12 months from the date of ratification of the Collective Agreement Local 223 Voluntary Buyout Program and Reorganization of Work.

LETTER OF UNDERSTANDING No. 19

Convergence

Employees covered by the collective agreement who do not wish to make on-air appearances will not be required to do so. They will therefore have the option of declining such appearances.

No employees will be penalized for refusing to make on-air appearances. Participation or non-participation by employees in convergence will not be used as criteria for transfers, promotions, assignments, training, qualifications for job postings, or layoff out of seniority.

Employees volunteering to appear on camera shall receive appropriate training when and if required.

The employee shall take their direction from their immediate manager at the Times Colonist regarding participation in other media.

LETTER OF UNDERSTANDING No. 20

Interns

The Company and the Guild agree that internship opportunities may be offered to qualified students. The purpose is to further the education of the individuals and to provide them with work experience.

Participants in the Internship Program must be enrolled in an appropriate education institution such as a journalism school. For the term of the Collective Agreement, internships shall be limited to the Editorial Department.

As per past practice, all Interns immediately upon commencing their Internship shall become and remain members of the Guild in good standing for the duration of the Internship. The maximum duration of their internship shall be 20 weeks and the weekly rate of pay shall be:

Jan.2/2006

2.5%

\$554.12

*No increase for 2007, 2008, 2009, 2010

Interns shall not be eligible for health and welfare benefits, sick leave, and will be hired on a temporary basis. Interns will be hired between May through September and will not be hired or remain in the Times Colonist employ if any Editorial employee is on layoff.

LETTER OF UNDERSTANDING No. 21

Advertising Insert Coordinator

	<i>Jan 2/2007</i>	<i>Jan 2/2008</i>	<i>Jan 2/2009</i>	<i>Jan 2/2010</i>
	<i>2.5%</i>	<i>2.5%</i>	<i>2.75%</i>	<i>3%</i>
1st 6 months	\$811.91	\$832.21	\$855.10	\$880.75
After 6 months	\$862.73	\$884.30	\$908.62	\$935.88
After 1 year	\$886.99	\$909.16	\$934.16	\$962.18
After 18 months	\$921.99	\$945.04	\$971.03	\$1,000.16
After 2 years	\$967.11	\$991.29	\$1,018.55	\$1,049.11

The incumbent Nadine Quigley, is at the top rate of \$956.83 and shall enjoy all negotiated wage increases.

<i>Jan.2/2007</i>	<i>Jan.2/2008</i>	<i>Jan 2/2009</i>	<i>Jan 2/2010</i>
<i>2.5%</i>	<i>2.5%</i>	<i>2.75%</i>	<i>3%</i>
\$1,104.22	\$1,131.83	\$1,162.96	\$1,197.85

Should Nadine leave this position, it is understood that the parties will re-evaluate the position in terms of its duties and corresponding wage rates as per Article 10, section 5.

LETTER OF UNDERSTANDING No. 22

Company Pension Plan

The Guild agrees that the negotiated upgrade (Article 14, new section 10 c) is subject to the majority of Guild participants of the Company Pension Plan agreeing that during the term of this collective agreement a yearly special deduction of $\frac{3}{4}\%$ (based on a 4 year term) of the negotiated wage increase is to be diverted into the Company Pension Plan. This deduction is in addition to the current deductions mandated by the Pension Plan document.

THE CURRENT EMPLOYMENT STANDARDS

Re: Pregnancy and Parental Leave

Pregnancy leave:

1. A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave
 - a) beginning
 - i. no earlier than 11 weeks before the expected birth date, and
 - ii. no later than the actual birth date, and
 - b) ending
 - i. no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii. no later than 17 weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
 - a) Be given in writing to the employer,
 - b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or

actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

5. A request for a shorter period under subsection (1) (b) (i) must
 - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental leave

1. An employee who requests parental leave under this section is entitled to,
 - a) for a birth mother who takes leave under section 50 in relation to the birth of the child or the children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
 - b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
 - c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

- d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- 2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3. A request for leave must
 - a) be given in writing to the employer,
 - b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4. An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Duties of employer

- 1. An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- 2. An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
 - a) Terminate employment, or
 - b) Change a condition of employment without the employee's written consent.

3. As soon as the leave ends, the employer must place the employee
 - a) In the position the employee held before taking leave under this Part, or
 - b) In a comparable position.
4. If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.

DENTAL PLAN GUIDELINE

(For more information, see your shop steward or administrator)

1. All eligible new employees, including part-time, must apply for membership in The Victoria-Vancouver Island Newspaper Guild Dental Plan as soon as they become members of the Guild. Failure to do so could mean loss of your right to join the plan.
2. Temporary employees are not eligible to join the Dental Plan. It is the responsibility of temporary employees to notify the Guild immediately upon them becoming regular employees so that they may apply for membership in the plan. The only exception is a temporary employee hired to cover for long-term disability. (See Letter of Agreement No. 2 – Long Term Disability).
3. Times Colonist Guild members who have been covered by another dental plan, and not The Victoria-Vancouver Island Newspaper Guild Dental Plan, and for just reasons lose coverage of said plan, may apply for membership in The Victoria-Vancouver Island Newspaper Guild Dental Plan, within a reasonable length of time.

4. Membership in The Victoria-Vancouver Island Newspaper Guild Dental Plan is limited to members employed by Times Colonist and only to Guild members in good standing.
5. Victoria-Vancouver Island Newspaper Guild is to be paid the current Pacific Blue Cross rate per month, pro-rated (based on 28 hours) for part-time hourly-paid members, by Times Colonist on their behalf. Part-time employees shall pay the difference between the Company pro-rated amount and the dental plan premium for the term of their employment at Times Colonist.
6. Guild members covered by the dental care plan, terminating their employment with Times Colonist, shall be covered by the plan to the end of the month in which they terminate.
7. Spouses and Dependent, as defined below, shall be entitled to coverage under The Victoria-Vancouver Island Newspaper Guild Dental Plan.
 - a) "Spouse" means your legal spouse or a person who has been living with you in a common-law relationship for at least one full year and who is publicly represented as your spouse.
 - b) "Dependent" means any of the following persons for whom coverage is provided under this Plan:
 - i. one Spouse, and
 - ii. any unmarried child, or legal ward who is under the age of 21 and financially dependent on you or your Spouse, and
 - iii. under age 25 if the unmarried child is also in full time attendance at a recognized educational institute, and
 - iv. any unmarried handicapped child to any age who is living with you or your Spouse, is financially

dependent and is incapable of self-sustaining employment.

8. It shall be the responsibility of the member to terminate or extend dental plan coverage should the above entitlement definitions change.
9. The Executive shall have the right, at any time, and so often as it shall be necessary, to review the terms of the member's membership in the plan, and to make such recommendations to a general membership meeting; and any such action as may be appealed by the member pursuant to the provisions of the Constitution.

FOR YOUR INFORMATION

Members Who Operate Video Display Terminals

You should make arrangements to have your eyes tested by a medical eye specialist as soon as possible after starting work on VDTs.

Thereafter, you should return to your specialist once a year, and certainly not less than once every two years, for a checkup.

There has been concern in North America and Europe about the effects on the eyes of working at VDTs, especially constant operators. The only certain method of monitoring any effects is to regularly visit an eye specialist. A record of your vision may be important if there is a future claim for Workers' Compensation.

You should be sure to tell your eye specialist that you work on Video Display Terminals.

OUR BYLAWS

THE VICTORIA-VANCOUVER ISLAND NEWSPAPER GUILD LOCAL 30223 OF THE NEWSPAPER GUILD

Our Bylaws

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VICTORIA-VANCOUVER ISLAND NEWSPAPER GUILD

Founded in 1945 as the Victoria Newspaper Guild. Extended in 1990 to the Victoria-Vancouver Island Newspaper Guild.

TERMS OF REFERENCE

The Victoria-Vancouver Island Newspaper Guild shall be governed by the following Bylaws: TNG Canada-CWA Representative Council, and merger agreement; CWA Constitution, by the Constitution and the policies of The Newspaper Guild sector of the Communications Workers of America, AFL-CIO, CLC ("The Guild or TNG-CWA"), to which these bylaws are supplemental; as adopted in conference or convention, and any amendments and additions thereto.

These Bylaws shall be interpreted by the Executive Committee subject to appeal to the membership meeting, to the TNG-CWA Executive Council, The TNG-CWA Representative Council, CWA Executive Board and the next Sector Conference or CWA Convention.

Questions of procedure not covered by these Bylaws, by The Constitution of the Newspaper Guild—CWA, CWA Constitution, merger agreement, TNG Canada-CWA bylaws, Sector Conference decisions or convention, shall be governed by Bourinot's Rules of Parliamentary Procedure.

BYLAWS

ARTICLE 1

Name and Jurisdiction

1. The name of this organization shall be the "Victoria-Vancouver Island Newspaper Guild," it being chartered as Local 30223 of The Newspaper Guild, sector of the Communications Workers of America, AFL-CIO, CLC.
2. The jurisdiction of the Victoria-Vancouver Island Newspaper Guild, hereinafter referred to as the "Guild" or the "Local," shall be all employees in:
 - a) The advertising, business, circulation, editorial, maintenance, library, personnel, promotion and related departments of (1) news or feature publications, (2) enterprises supplying such material or service to publications or distributors which pay for this service, (3) newsreel companies, radio companies, television broadcasting companies, on line services, book publishing companies and any other media enterprises in Canada.
 - b) The informational and publication activities of a government agency, bureau or department;
 - c) Such other departments, activities or functions or any other enterprise the organizing of which is deemed by TNG Canada-CWA Executive Council ("E.C.") to be in the best interest of TNG Canada-CWA;

In Greater Victoria, British Columbia, and Vancouver Island (including Gulf Islands) and any other area in B.C. designated by TNG Canada-CWA;

- d) Any persons working for the Guild, its councils, locals or any other agencies the Guild may establish.
- 3. The Guild shall be governed by the following Bylaws, by the Constitution of TNG Canada-CWA, as adopted by sector conferences or conventions and any amendments and additions thereto.

ARTICLE 2

Structure

- 1. The membership meeting of the Local shall be the supreme authority of the Local.
- 2. Between general meetings of the Local, its governing body shall be the Executive Committee, which shall administer the affairs of the Local, but it shall make no decisions permanently establishing the general policies of the Local.
- 3. Units of the local shall exercise those functions and powers specifically granted by these bylaws and the constitution of The Newspaper Guild-CWA.

ARTICLE 3

Membership

- 1. Membership in the Guild shall be open to persons gainfully employed in jobs within the jurisdiction of the Guild, except those actively serving the interests of employers as against the interests of the Guild.
- 2. The facts of eligibility of all applicants shall be determined in accordance with these Bylaws and TNG Canada-CWA Constitution, subject to appeal as provided in TNG Canada-

CWA or CWA Constitution. At least one Unit officer shall be consulted before the Local acts upon the application for membership.

ARTICLE 4

Membership Applications

1. Application for membership in the Local shall be made in full in the form required by the Local, and shall be accompanied by the full amount of the initiation fee and dues required, or a written authorization from the applicant to have the full amount deducted from the monies due the applicant from the employer and remitted to the Guild.
2. Applications for membership shall be submitted to the Executive Committee of the Local and shall be considered and approved or rejected by the Executive Committee. Final action upon any application shall be by the Executive Committee, subject to appeal as provided in the Constitution of TNG Canada-CWA. Any rejected application and the reason for it must be reported by the Executive Committee to the next regular Local membership meeting.

ARTICLE 5

Dues and Assessments

1. Dues shall be paid weekly in accordance with the following schedule:
 - a) The rate for reduced dues periods shall be 1.4 per cent on one week's salary, once per week, plus \$1 per month;
 - b) The rate for regular dues periods shall be 2.1 per cent of one week's salary, once per week, plus \$1 per month;

- c) Each new full-time applicant admitted to membership shall pay \$5.00 initiation fee;
 - d) Each new part-time applicant shall pay \$3 initiation fee;
 - e) The rate for Retired Members shall be \$1 per month;
 - f) The rate for Associate members shall be \$1 per month;
 - g) The rate for At Large Members shall be \$12 per month during a reduced dues period and \$12 per month plus an amount equal to 3.2 per cent of one week's salary once per month during a regular dues period;
 - h) The rate for Unemployed Members, members on unpaid leave of absence, and those on strike or locked out shall be 10 cents per month.
2. The Local may, by a majority vote by secret ballot of members in good standing at a membership meeting, change the dues structure and/or levy such assessments as it deems necessary from time to time. Dues must be at least the minimum dues schedule as set forth in the constitution.
3. Notice of intent to vote upon the proposed assessment or change in dues structure shall be contained in the notice of the meeting at which it is proposed such action shall be taken.

ARTICLE 6
Membership Meetings

1. At least four general meetings of the membership of the Local, and four general meetings of each unit of the Local membership shall be held annually, the time and place to be set by the Executive Committee. At no time shall there be a lapse of more than four months between meetings. The annual meeting and the election and initiation of officers shall be held in December. Nominations and elections shall be held in accordance with Article 9 of these Bylaws.
2. For the sake of more efficient administrative purposes, units may, with unit membership and local membership approval, vote to have unit membership meetings to be part of the regular Local membership meetings, and each agenda shall reflect that fact.
3. The Local shall give not less than six days' notice to the membership in advance of every membership meeting. When a general meeting is postponed, notice of such change shall be given the membership not less than three days in advance of the general meeting date. In the event of an emergency, the Executive Committee may call a special membership meeting on 24 hours' notice. Notice of all meetings shall be posted on all Guild bulletin boards.
4. No motion to reverse or review previous decisions of the membership or Executive Committee shall be acted upon unless it shall have been contained in the notice of the meeting.
5. The meeting notice shall include any written or signed declaration from 25 or more members in good standing of an intention to move for such a review or reversal.

6. A special membership meeting shall be called by the Local on instructions of the Executive Committee, or on a written petition signed by 25 or more members in good standing at the time of filing of the petition.
7. At any membership meeting of the Local, the presence of 15 members in good standing shall constitute a quorum. At membership meetings of a unit, the presence of 7 members in good standing shall constitute a quorum. However, if at the hour the meeting is called, less than 15 members or 7 members respectively are present, then those in good standing who are present may, by unanimous consent, constitute themselves as a quorum and such decision shall hold until the end of the meeting.
8. Majority rule shall obtain throughout, and in no case shall more than a simple majority of votes be required to decide an issue. Voting by proxy shall not be allowed. Absentee balloting procedure may be employed where necessary.
9. Members shall be in good standing if they are not more than 60 days in arrears on any of their constitutional obligations. Members who lose good standing and thereafter remain delinquent 30 days shall be automatically suspended and shall not be reinstated to good standing except upon the specific decision of the Executive Committee.
10. No member not in good standing shall be permitted to vote, offer or second a motion, nominate for office, hold office, or be a candidate for office, but a member not in good standing shall remain under all the obligations of membership during the period of such suspension. A member suspended otherwise than for delinquency in dues shall not be permitted to attend meetings of Guild bodies or speak at such meetings except by permission of the meeting.

ARTICLE 7

Executive Committee

1. The Executive Committee shall consist of the elected officers of the Local: A President, a First Vice-President, a Second Vice-President, a Secretary, a Treasurer, and Directors as specified below.
2. Each of these major groups with the Local: Editorial-Library, Circulation-Maintenance and Advertising-Business Office of the Times Colonist Unit, and any other units with 50 members or less shall elect one director to the Executive Committee and units with more than 50 members shall elect two directors to the Executive Committee. Except that the President, Vice-Presidents, Secretary and Treasurer, all elected at large, shall each represent their respective groups as Directors. There shall be a minimum of four Directors, other than the above-mentioned Officers, and the required additional Directors shall be elected at large.
3. The Executive Committee shall meet within two weeks after the annual membership meeting and thereafter shall meet as often as necessary but not less than once a month. Special meetings of the Executive shall be called by the President upon written request of three Executive Committee members. A quorum of any meeting of the Executive Committee shall consist of not less than half its members, including the presiding officer.
4. The Executive Committee shall administer the affairs of the Local, subject to decisions of the membership, and shall supervise the handling of all Local funds except for payments of a strictly routine nature. Cheques shall be valid only when signed by the Treasurer and President or, in lieu of either one, the First Vice-President. All officers authorized

to handle Local funds or property shall be bonded in amounts set by the Constitution.

5. Members of the Executive Committee shall be charged with the duty of overseeing an annual audit of the books of the Local, in accordance with TNG Canada-CWA Constitution.
6. Executive Committee members shall attend all meetings of the Executive Committee, and each shall be required to show cause for failure to attend. Inability to show cause for absence from two out of three consecutive meetings of the Executive Committee shall constitute just and sufficient cause for an Executive Committee request to the Local to replace the Executive Committee member concerned.
7. All Executive Committee members shall be subject to recall in accordance with procedures set forth in Articles XXI and XXII of the CWA constitution.

ARTICLE 8

Duties of Officers

1. **President** – The President shall preside at all membership and executive meetings, and shall supervise other officers in the exercise of their duties. The President shall enforce these Bylaws and the Constitution of TNG Canada - CWA, and shall be an ex-officio member of all standing and special committees. The President shall, with the approval of the Executive Committee, appoint all committee chairpersons and committee members, and Guild stewards. The President shall sign membership cards of all accepted applicants, and such signature shall constitute admission into the Guild.
2. **Vice-Presidents** – The First Vice-President shall perform the duties and exercise the responsibilities of the President in the absence of the president. The Second Vice-President shall perform such duties and exercise such responsibilities in the absence of the President and First Vice-President.
3. **Secretary** – The Secretary shall keep a full, correct and impartial account of the proceedings of each meeting of the Local and the executive, and receive and conduct routine correspondence of the Local other than financial. The Secretary shall be custodian of the Guild's records, other than financial, and responsible for their maintenance.
4. **Treasurer** – The Treasurer shall receive and give receipts for all monies due the Guild and shall deposit such monies in such bank(s) or credit union as the Guild may direct. The Treasurer shall pay all bills authorized for payments by the Guild or the Executive Committee, except that no authorization shall be required for routine office expenses and routine transmission of funds to TNG Canada-CWA, the B.C. Federation of Labour and appropriate District Labour

councils. The Treasurer shall keep complete and accurate records of all Guild finances and of membership dues payments, and shall report on the Guild's finances at all general membership meetings.

The Treasurer shall present accounts for audit, whenever so instructed by the Membership or by the Executive Committee. The Treasurer shall be responsible for the application in the Local of the financial provisions of the Constitution and of these Bylaws. The Treasurer shall be bonded in the manner designated by the Constitution.

ARTICLE 9

Duties of Unit Officers

1. The Unit Chairperson shall preside at all Unit membership meetings and shall enforce these Bylaws and the Constitution and Bylaws of TNG Canada-CWA. The Chairperson shall generally exercise supervision over unit officers subject to the direction of the Executive Committee.
2. The Unit Vice Chairperson shall perform the duties and exercise the responsibilities of the Unit Chairperson in the absence of the Unit Chairperson.
3. The Unit Secretary shall keep a full, correct and impartial account of the proceedings of each meeting of the Unit and shall promptly file after such meetings a copy of the minutes with the Secretary of the Local. The Unit Secretary shall give notice to the membership of the Unit of the time and place of Unit membership meetings, as provided for in Article 6.

ARTICLE 10

Elections

1. At least 15 days' notice of election of officers and members of an Executive Committee shall be given by mail to each eligible member at his or her home address as shown on the record of the Local, including elections to fill vacancies.
2. Any member of the Guild in good standing may nominate or be nominated for office in this Local, provided that the member accepts such nomination in person or in writing at the meeting at which the member is nominated. However, a member may be nominated for only one table office. In the event that after acceptance a nominee wishes to withdraw their name, the member must so inform the Executive Committee, in person or in writing.
3. Officers of the Local shall be elected annually. Ballotting shall be in person by secret ballot, except as provided in Article 6, Section 7. Majority rule shall obtain throughout and in no case shall more than a simple majority of votes be required to settle an issue. If on the first ballot nobody obtains a majority (50 per cent plus 1), then the last-place candidate shall be dropped off the nominations list and there shall be a runoff ballot, continuing until such time as one candidate obtains majority support. Absentee balloting for table officer positions may only be allowed at the discretion of those attending the nominating meeting.
4. Nomination of officers, other than directors, shall be received from the floor at the general meeting of the Guild next proceeding, but by not less than 30 calendar days, the annual meeting. Not less than 10 calendar days before the annual meeting, the Secretary shall post on all Guild bulletin boards the names in alphabetical order of those nominated.

5. In the event there is only one candidate for any one post, at the election meeting the presiding officer shall cast the unanimous ballot of the Guild in the candidate's favor and shall declare that person elected.
6. Officers shall hold office from the date of the annual meeting at which they were elected until the next annual meeting. Officers who remain members in good standing shall be eligible to succeed themselves or to be elected to any other office in the Guild.
7.
 - a) Directors shall be nominated from the floor at the annual meeting, by members of their respective membership groups, and shall be elected at the same meeting by vote of their respective groups. Directors at large, if any, shall be nominated at large at the annual election meeting, and elected by the general membership at the same meeting.
 - b) The Director for the Duncan Unit shall be nominated from the floor at the Annual Meeting by members of the Duncan Unit or in their absence, by the General membership as a whole and shall be elected by Duncan Unit members or the General membership at that meeting.
8. Vacancies in the post of Local officers or delegates shall be filled by appointment by the Executive Committee, but members so designated shall hold office only until the next membership meeting.
9. Delegates and alternates to the Sector Conference of TNG-CWA and CWA convention shall be nominated from the floor and elected at an annual meeting, which shall also determine the number of delegates to be elected. Delegates

elected to serve as delegates to the CWA convention shall also serve as delegates to the TNG Canada-CWA Sector Conference.

10. Delegates to the Representative Council of TNG Canada-CWA shall be elected every two years. In the event of a vacancy the Executive may elect a replacement until the next general membership meeting.
11. Delegates and alternates to all conventions, seminars, etc., must accept nomination in person or in writing at the election meeting to be eligible.
12. Such delegates and/or their alternates shall have their necessary expenses including per diem set by the Executive prior to the election meeting. Lost salary shall be paid by the Local.
13. Unit Elections:
 - a) Each Unit shall elect annually, in the manner prescribed by Article 10, sections 1, 2, 3, 4, 5 and 6 of these Bylaws, the following Unit officers: Unit Chairperson, Unit Vice-Chairperson, Unit Secretary.
 - b) If a vacancy occurs in the post of any Unit officer, an acting officer shall be appointed by the Unit Chairperson from within the Unit, with the consent of the member so named and of the Executive Committee. Such Acting Officer may hold office only until the next membership meeting of the Unit for which proper notice can be given, whereupon the vacancy shall be filled by an election held in the usual manner.

ARTICLE 11

Collective Bargaining

1.
 - a) The negotiating committee on behalf of the Local, or of any of its units, shall be appointed by the Executive Committee prior to each set of collective bargaining. Notices shall be placed on all Guild bulletin boards at least one month prior to this appointment seeking interested members and all members who express interest shall be considered.
 - b) The Times Colonist unit committee shall be comprised of: A chairperson; one member from each of the: editorial department-library, advertising department-business office; circulation department-maintenance department; and one member from and on behalf of the “clerical” members. The President shall be one of these appointments. The Executive Committee may appoint additional member(s) to perform administrative and or advisory duties and responsibilities during the negotiations process.
 - c) Negotiating committees of units with less than 50 members shall be comprised of two members plus the President of the Local, or a designate, and negotiating committees of units with more than 50 members shall be comprised of three members plus the President of the Local, or a designate.
2. Any agreement arrived at in negotiations shall be submitted to the membership of the unit for approval. Before signing, the Agreement shall require ratification also by the Executive Committee of the Local, in conformity with these Bylaws and with the Constitution of TNG Canada-CWA. Except in strike/lockout situations, it shall also be posted on all bulletin

boards six or more days before the membership meeting called to vote on the Agreement.

3. Voting on proposed contract settlements shall be by secret ballot.

ARTICLE 12

Grievances and Complaints

1. Any member of this Guild having a grievance against another member, committee, this Local and/or any employee of this Local, shall first carry the grievance to the President of the Local, who shall try to reach a satisfactory settlement.
2. If the member is not satisfied after discussion with the President, the member may put the grievance in writing and submit it to the Executive Committee, which may deal with such grievance as it sees fit, subject only to an appeal to the next regular membership meeting. Failure of the member to attend shall dispose of the question.
3. These provisions shall not affect a member's right to lay a charge as provided in the constitution of TNG Canada-CWA.

ARTICLE 13

Offences

1. Discipline under these Bylaws, TNG Canada bylaws, or constitution shall be governed by TNG Canada-CWA or CWA Constitution.
2. Locals may be disciplined pursuant to Article XXII of the CWA constitution.

ARTICLE 14

Installation of Officers

1. Officers of the Local shall be installed by a Past President or by any other member of the Local or TNG in good standing chosen for the specific purpose, or an officer of a printing union invited by the Executive. Each officer, before assuming his office and duties shall be required to take the following obligation:

INSTALLING MEMBER: "It is my privilege to administer this obligation to you, the officers of the Victoria-Vancouver Island Newspaper Guild, Local 30223 of TNG-CWA. Please raise your right hand."

"Do you promise to fulfill all the duties of your office to the best of your ability and to support these aims and purposes of the Guild; to advance the economic interest and to improve the working conditions of its members; to guarantee, as far as it is able, equal employment and advancement opportunity in the industry, constant honesty in news, editorials, advertising and business practices; to raise the standards of journalism and ethics of the industry; to foster friendly co-operation with all other workers; and to promote industrial unionism in the newspaper industry? If so inclined, please say 'I Do'."

EACH OFFICER: "I Do."

INSTALLING MEMBER: "Do you pledge that during your term of office, you will guard and preserve all property and records of the Victoria-Vancouver Island Newspaper Guild and at the termination of your service, surrender the same to your successors?"

EACH OFFICER: "I Do."

INSTALLING MEMBER: “Do you swear, on your honour, that you will not discriminate against any fellow member because of his or her age, sex, race, national origin, religious or political conviction, marital or parental status or anything he or she writes for publication?”

EACH OFFICER: “I Do.”

The Presiding Officer shall then declare the new officer(s) initiated and obligated.

Installation of New Members

PRESIDING OFFICER: “Do you hereby declare that you will, without reservation, abide by the Bylaws of the Victoria-Vancouver Island Newspaper Guild, Local 30223 of TNG-CWA, and the Constitution of TNG Canada-CWA?”

NEW MEMBER: “I Do.”

PRESIDING OFFICER: “Do you swear that you will not, unless under orders from the Guild, reveal the business of the Guild; that you will do all in your power to maintain the integrity of the Guild; that you will work at all times in the best interests of the Guild?”

NEW MEMBER: “I Do.”

PRESIDING OFFICER: “Do you hereby designate the Guild as your sole collective bargaining agent to represent you before any board, court, committee, individual or tribunal in any matter involving collective bargaining?”

NEW MEMBER: “I Do.”

The Presiding Officer shall then declare the new member(s) initiated and obligated and shall welcome them in to the Guild.

ARTICLE 15
Limits of Discussion

1. No matters of non-trade union business, excepting those matters arising from dealings with other labour organizations or organizations with which the Local is affiliated, shall be discussed at any meeting of the local unless and until a resolution shall have been passed calling for a suspension of the rules.
- 2.

ARTICLE 16
Funds and Property

1. The funds and other property of the Local shall not be divided in any manner among members individually. All monies collected on behalf of the Local or in the name of the Local, except those collected for TNG Canada-CWA or another branch of TNG-CWA, shall be the property of the Local.

ARTICLE 17

Referendum

1. Any matter to be decided by the Local may be submitted to a referendum of the membership by either the Local or the Executive Committee and shall be submitted to such a referendum upon a petition signed by not less than 25 members in good standing at the time of the petition.
2. Provisions for the holding of a referendum shall be made by the Executive Committee, and may take the form of a vote by mail or a vote in person, or a combination of both. All members shall be given 10 days' notice of any referendum.

ARTICLE 18

Amendments to Bylaws

1. These Bylaws may be amended by any membership meeting upon submission of the proposed amendment by the Executive Committee on its own motion, or by petition signed by not less than 25 members in good standing at the time of the petition. Such proposed amendment shall be posted on all bulletin boards not less than six days before the meeting, with notice of the time and place of meeting.

ARTICLE 19
Review of Bylaws

1. The Executive Committee shall frequently review and update these Bylaws and shall attempt to coincide recommendations with the Annual General Meeting.

ARTICLE 20
Interpretations

1. These Bylaws shall be interpreted by the Executive Committee subject to appeal to the membership meeting, to TNG Canada-CWA Executive Council, and the next Sector Conference or Convention.
2. Questions of procedure not covered by these Bylaws, by the Constitution of TNG Canada-CWA, the Sector Conference or Convention, shall be governed by Bourinot's Rules of Parliamentary Procedure.
3. Whenever the singular is used it shall include the plural wherever the context so requires.