

# Collective Agreement

between

## **THE TRAIL TIMES**

A Division of Black Press Group Ltd.

and



Effective May 1, 2018 to April 30, 2021

PPWC Local 5



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## **CONTRACT and SCALE OF WAGES**

Between

**UNIFOR LOCAL 2000**

and

**TRAIL TIMES**

**A Division of Black Press Group Ltd.**

### **ARTICLE 1 - TERM OF THE AGREEMENT**

1.01 This Agreement effective the first day of May, 2018 shall remain in full force and effect for a term of thirty-six (36) months, ending April 30, 2021, or until terminated in accordance with the labour laws of the Province of British Columbia, BETWEEN Trail Times, A Division of Black Press Group Ltd. through authorized representatives, sometimes hereinafter referred to as the Employer, party of the first part, AND: Unifor Local 2000, sometimes hereinafter referred to as the Union, party of the second part.

WITNESSETH, that party of the first part, the Employer, agrees:

If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees.

### **ARTICLE 2 - JURISDICTION**

2.01 Trail Times: This Agreement covers all employees, including telemarketers, of the Employer excluding only those performing Press, Bindery and Mailing Room work. The following employees are also excluded from the unit: Publisher, Accountant-Bookkeeper, Advertising Manager, Circulation Manager and the Managing Editor.

2.02 This entire Agreement is predicated upon the understanding that only members of Unifor Local 2000, covered by the terms of this Agreement will do all work under the Union's jurisdiction, subject to the conditions in Article 2.01.

2.03 Subject to Article 2.01 of this Agreement the Employer shall require as a condition of employment of any new employee that they shall on date of employment, become and remain a member of the Union in good standing, and that all present members of Unifor Local 2000 shall remain in good standing during the life of this Agreement. The Employer shall immediately terminate the employment of any employee who fails to comply with this section.

## ARTICLE 3 - HOURS OF WORK

3.01 Payment of wages shall be made every second Friday.

3.02 A day's work shall consist of seven and one-half (7 1/2) hours (exclusive of lunch time). The hours of work to be between 7 a.m. and 6 p.m. on the same day.

3.03 A night's work shall consist of seven (7) hours (exclusive of lunch time). The hours of work to be between 6 p.m. and 7 a.m.

3.04 Five days or five nights shall constitute a week's work.

3.05 Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift.

3.06 Lunch time (which shall not be less than one-half hour or more than one hour) must not be more than four hours from starting time, except in cases of emergency.

3.07 Each employee shall be entitled to two consecutive days off after completing a week's work. Seventy-two hours notice shall be given when a member is required to change their off day or off night.

3.08 Nothing in the above provisions shall mean that the Employer must pay for a full shift when an employee is discharged for cause or excused at their own request.

3.09 In no event shall employees working nights receive less pay for a 35-hour work week than employees working days receive for a 37 1/2-hour work week.

3.10 Shifts for part-time employees will not be for less than four hours.

3.11 Hours of work – editorial. Article 3 above shall not apply to the editorial staff who shall manage with the editor, a flexible work schedule which permits them to pursue the aims and duties of their profession as journalists which includes the need to report events as, when and where they arise. Journalist's work schedules shall not exceed 75 hours every two weeks.

## ARTICLE 4 – OVERTIME

4.01 All work done in excess of the regular work day or work night by members of the Union, affected by this agreement shall be considered overtime and shall be paid for at the rate of time and one-half for the first hour and double time thereafter.

4.02 Not less than double the employee's regular rate shall be paid for any shift worked in excess of five within a week or on an off day or off night.

4.03 When a member is required to work on a statutory holiday they shall receive double time in addition to the straight-time rate.

4.04 When overtime is worked in excess of three hours, a 30-minute lunch period shall be provided and such lunch period shall be paid at the straight-time rate.

4.05 In editorial, any hours in excess of those specified in Article 3 – Hours of Work, shall be overtime.

ARTICLE 5 - WAGE AND CLASSIFICATION SCHEDULE

5.01 Schedule

<u>Journalists</u>	May 1/18	May 1/19	May 1/20
Day	1%	1%	1%
start	17.50	17.68	17.85
After 1 Year	18.64	18.83	19.01
After 2 Years	19.43	19.62	19.82
After 3 Years	20.92	21.13	21.34
After 4 Years	22.98	23.21	23.44

Night shift (as outlined in Article 3.03) hourly rate shall be paid at a rate of 7.5% above normal day rate.

<u>Clerks</u>	May 1/18	May 1/19	May 1/20
	1%	1%	1%
Start	15.58	15.74	15.90
After 1 Year	17.12	17.29	17.46
After 2 Years	17.85	18.03	18.21
After 3 Years	18.60	18.79	18.98

<u>Sales Reps</u>	May 1/18	May 1/19	May 1/20
	1%	1%	1%
	13.91	14.05	14.19

Editors to receive twenty-five (25c) cents per hour in addition to the above rates.

5.02 In the application of the minimum wage schedule of this agreement employees shall be classified as to job title and date of employment, transfer or promotion. It is agreed the Union shall be notified in accordance with the provisions of this agreement. The employee shall advance through subsequent step-up increases as provided, based on the anniversary hiring date of each employee.

5.03 When an employee is required to do work in a higher classification they shall be paid for such work at the higher classification rate (minimum of one (1) working day). No employee shall receive a reduction in pay when assigned to a lower classification.

5.04 Commissions for sales representatives shall be at the rate of:

8% for the local ROP sales

5% of their local flyer sales

8% for out of market ROP sales.

All commissions shall be suspended when a client is in arrears in excess of ninety (90) days.

## ARTICLE 6 - HOLIDAYS AND VACATIONS

6.01 All members covered by this agreement with one year's service shall be allowed ten (10) days vacation entitlement.

Employees having four (4) years' service shall be allowed fifteen (15) days vacation entitlement.

Employees having eight (8) years' service shall be allowed twenty (20) days vacation entitlement.

During the period from June 15 to September 15 a member may schedule only three (3) weeks vacation until all other members have had an opportunity to schedule their vacations.

The vacation schedule shall be finalized not later than March 15<sup>th</sup> of each year.

Vacation pay shall be two (2) per cent for each week of vacation calculated on vacation eligible earnings from the previous calendar year or the straight-time rate currently paid to the employee, including any bonus or premium, whichever is the greatest; for each week of vacation taken.

6.02 Calculation of vacation entitlement shall be from the date of employment and it is clearly understood that the length of vacation is determined from each employee's last date of hire.

6.03 Casual employees who work one hundred and fifty (150) shifts in a calendar year shall receive vacation as outlined in Article 6.01 and 6.02 above. Those casual employees who work less than one hundred and fifty (150) shifts in a calendar year shall receive one (1) day's vacation pay for each fifteen (15) shifts worked.

6.04 There shall be eleven (11) recognized holidays as follows: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, B.C. Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or days celebrated as such, and any additional public holidays proclaimed by the Provincial or Federal or Municipal (in the municipality where the office is located) Governments. When a statutory holiday falls on a Saturday or a Sunday the company shall honour the holiday on the closest Friday or Monday by mutual agreement.

6.05 All employees scheduled to work on above named holidays shall receive straight-time pay when not required to report. If required to report, they shall be paid double-time in addition thereto.

6.06 An employee failing to receive a paid statutory holiday by reason of their day off falling on the holiday shall receive another day off in lieu of such holiday missed. No member shall be permitted to work on a statutory holiday which falls on their regular off day.

6.07 All employees terminating with less than ninety (90) days service with the Employer shall receive six (6%) per cent of earned wages to cover vacation pay and statutory holidays. Permanent employees shall receive vacation credits as outlined above.

6.08 Sundays and holidays shall be observed in the case of a night shift on the day or night previous to which it is declared a statutory holiday.

6.09 Part-time and casual employees who have been employed for thirty (30) days or more shall receive statutory holiday pay on the following basis:

An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the thirty (30)-day period (excluding overtime) by the number of days worked.



An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the thirty (30)-day period (excluding overtime) by fifteen (15).

## ARTICLE 7 - MILEAGE AND EXPENSES

7.01 The Employer shall continue the present general policy regarding transportation arrangements for employees in service of the Employer during the term of this Agreement. Where such transportation is not supplied, an employee authorized by management to use their own automobile in the service of the Employer shall be compensated for the use of their automobile as per the mileage grid below upon submission of authorized travel claims.

Minimum 30.5 cents per km for out of town mileage

Fuel Price Range	per KM
90-94.9	.305
95-99.9	.310
1.00-1.04.9	.315
1.05-1.099	.320
1.10-1.149	.325
1.15-1.199	.330

etc.

7.02 The reimbursement rate per kilometre will be adjusted up or down quarterly, effective January 1, 2019, in accordance with the schedule detailed above.

7.03 In lieu of the rate per kilometer allowance detailed above, outside advertising sales staff and journalists shall have the option to receive a flat rate as detailed below:

Outside Sales Reps	\$275 per month
Journalists	\$60 per month

7.04 Employees required by the company to supply their own smart phone shall be paid thirty dollars (\$30.00) per month.

7.05 \$45.00 shall be allowed for a full day's expenses to cover the cost of meals while an employee is on business for the Employer plus other necessary expenses such as accommodations as authorized by the Employer. Vouchers to be supplied.

7.06 The Company will pay eighty-five (\$85.00) dollars per year plus maintenance and repairs when an employee furnishes appropriate camera equipment, to be claimed on an expense claim form on the anniversary date of the employee.

## ARTICLE 8 - HIRING, TRANSFERS AND PROMOTIONS

8.01 The Employer shall hire employees without regard to sexual orientation, age, sex, race, creed, colour or national origin. The Employer shall notify the Union of all vacancies and shall give consideration to the hiring of any candidate supplied by the Union. Probationary period for new employees and for the purpose of training, shall be 90 calendar days, which may be extended by mutual agreement between the Employer and the Union. Probationary period for new sales representatives shall be 120 calendar days, which may be extended by mutual agreement between the Employer and the Union.

8.02 No employee shall be transferred by the Employer to another enterprise or division in the same city, or to another city; whether in the same enterprise or other enterprises conducted by the Employer, or by a subsidiary of the Employer without the employee's consent. The Employer shall be responsible for payment of reasonable transportation and other moving expenses for the employee and his immediate family. Before expenses are incurred the employee shall obtain the approval of the Employer.

8.03 The Employer agrees to recognize and carry out in practice the principle of promotion of staff members under the Union's jurisdiction. Notice of any vacancy must be posted at all available bulletin boards and given to the Union. Employees desiring to fill such vacancies shall submit written applications within three days of such posting provided that this may be extended to seven days for employees who are away sick, on vacation, or on out-of-town assignment.

8.04 Promotions shall be based on merit and ability. Where, in the opinion of the Employer, two or more applicants are equal in merit and ability, the position shall be given to the senior applicant.

8.05 Any employee promoted or transferred shall be given a trial period of three months, which may be altered by mutual agreement of the Employer and the Union. During such trial period the employee may elect to return to this previous classification and salary level. There shall be no reduction in salary or impairment of benefits as a result of any transfer or promotion unless the employee so agrees, in which case the Union shall be notified immediately and in advance of the transfer taking place.

8.06 No employee shall be penalized for refusing to accept a promotion or transfer.

8.07 The trial period shall be included in determining length of service in an employee's classification or, if the employee returns to the classification from which he advanced, his period or service in the higher classification shall be counted as service in the classification from which he advanced.

8.08 Priority members shall have choice of new shifts and new starting times, provided that changes shall be made only when new openings occur and also provided no changes shall be made which measurably decrease the efficiency of the Employer.

8.09 When it becomes necessary to decrease the force in the Department, such decrease shall be accomplished by discharging first the person or persons last employed in the Department either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before any other help may be employed.

8.10 The Employer may discharge for (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under accepted Union laws. A discharged employee shall have the right to challenge the fairness of any reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-

two (72) hours after the employee is informed of the discharge.

8.11 The parties agree to exclude the operation of Subsection (2) of Section 66 of the Labour Code of British Columbia Act.

#### ARTICLE 9 - SANITATION

9.01 There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work performed by members working under this agreement. The Union reserves the right to secure the services of sanitary and ventilation experts, at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the municipal health officer for verification, whose report shall be final and carried out as soon as practicable.

#### ARTICLE 10 - JOINT STANDING COMMITTEE

10.01 Within thirty (30) days of signing this agreement a standing committee of two representatives appointed by the Union, and like committee of two representatives appointed by the Employer, shall be maintained; and in the case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place.

#### ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 As the first step in the grievance procedure set out herein, any dispute which may arise as to the rights of the parties to this agreement or any dispute as to the construction or interpretation to be placed upon any section of this agreement, or alleged violation thereof except as otherwise provided in subsection (g), shall be referred to the Employer and Chapel Chairman, who shall attempt to resolve the problem. Their decision shall be reported immediately to the Employer and the Union for ratification. Should the company representative and the Chapel Chairman be unable to reach a decision within forty-eight (48) hours (this time may be extended up to one week by mutual consent) this matter shall forthwith be referred to the Joint Standing Committee.

11.02 The Joint Standing Committee shall meet within five (5) days when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. If decision is reached on that issue by the committee it shall be binding on both parties for the duration of this agreement.

11.03 If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days (this time may be extended by mutual consent) from the date on which the dispute is first considered by it, the committee shall refer the matter to a Board of Arbitration, the representatives of each party to this agreement to select an arbitrator, and the two to agree to a third, who shall be the chairman of the Board.

11.04 If said two members fail to select a third member within ten (10) days from the date on which either party requested the formation of an Arbitration Board, said third member shall be selected by the Minister of Labour of the Province of British Columbia. The Board of Arbitration thus formed shall proceed with all dispatch possible to settle the dispute.

11.05 It shall require the affirmative votes of two of the members of the Board to decide the issue and the decision shall be final and binding upon both parties to this Agreement for the duration of this Agreement.

11.06 Provided, that local Union laws not affecting wages, hours or working conditions and the General Laws

of Unifor Local 2000 shall not be subject to arbitration.

11.07 It is further agreed that conditions prevailing prior to any action or circumstances which causes a dispute shall remain unchanged until the dispute shall have been settled as provided herein.

11.08 In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the Board of Arbitration, which shall determine the amount of compensation for time lost, and such compensation shall be paid immediately.

11.09 Subsection (1) of Section 96 of the Labour Code of British Columbia Act shall be inoperative and shall not be applicable to this Agreement.

## ARTICLE 12 - STRUCK WORK

12.01 The Union reserves to its members, the right to refuse to handle any struck work, from any Black Press location. The Union further reserves the right to its members to refuse to cross a legal picket line.

## ARTICLE 13 - JURY DUTY

13.01 When an employee is called for service as a juror or is subpoenaed as a Crown witness they shall be paid the difference between the wages they receive and the amount of straight time earnings lost by them by reason of such service. To qualify an employee must produce proof that their absence was due to serving as a juror or a Crown witness and they must make themselves available for work whenever excused from jury duty or as a Crown witness for one-half (1/2) day or more.

## ARTICLE 14 - COMPENSABLE ACCIDENT

14.01 In the case of a compensable accident, the Employer will pay the difference (for twelve months) between the injured employee's wages and the Workers' Compensation Board rates, without prejudice.

## ARTICLE 15 - BEREAVEMENT LEAVE AND PAY

15.01 In event of death in a member's immediate family: parents, sister or brother, spouse or children, mother- or father-in-law, grandparents, grandchildren, step-mother, step-father, step-brother or step-sister, step-children, step-grandparents or step-grandchildren the member shall be entitled to be absent from work for a period of up to, but not more than five (5) days. For the purpose of this section spouse includes common-law spouse or same sex spouse. During such absence the member shall be compensated for their straight time hourly rate for such regular working time lost.

## ARTICLE 16 - SEVERANCE PAY

16.01 The Employer agrees to provide severance pay, unless discharged for cause, of not less than one week's pay for each six month's priority in the office up to a maximum of fifty-two (52) weeks' pay to members who are discharged to reduce the force, or by reason of consolidation or suspension of the company's operation. The minimum payment under this section shall be \$2,000.

16.02 The Employer has right to place bargaining unit members on layoff due to economic conditions or through consolidation or suspension of the Company's operation or reduction of the Company's operation.

16.03 The Employer agrees that an employee placed on layoff will be entitled to the Severance Pay clause of this Collective Agreement. For layoff purposes only, under this provision, it will be deemed permanent and payable on the day the employee ceases working unless the employee, at their option, chooses to retain the right to recall for up to 20 weeks. The employee can ask for their final payout at any time during that 20-week period. If no request is made for a payout, the severance shall be paid in the first pay period following the expiration of the 20 weeks. Once an employee receives their payout, they have no right to recall.

16.03 The employee who receives severance pay pursuant to this Section, that is:

- (a) If the layoff due to economic conditions becomes permanent and reduces the force, or
- (b) Through consolidation which includes intra-corporate transfer or suspension of the Company's operation, or
- (c) Reduction of the Company's operation

ceases to be an employee for all purposes and has no further rights under the Collective Agreement.

16.04 In the event an employee is placed on layoff due to an intra-corporate transfer of work, the employee may choose to be considered to be retrained for either full-time or part-time work within the jurisdiction of the Union, provided the Company has posted a vacancy within a given department and where the Company considers the employee suitable for retraining.

16.05 In the event an employee is terminated due to an intra-corporate transfer of work, the Employer shall pay in addition to the severance in Article 16.01, a retraining reimbursement of \$3,000 to the terminated employees with three (3) or more years of service upon receipt of proof of completion of an accredited educational apprenticeship or other retraining program. Employees will have two (2) years from the termination date to submit proof of enrollment that would be eligible for the reimbursement upon completion.

## ARTICLE 17 - HEALTH AND WELFARE & SICK PAY

17.01 The Employer agrees to enrol eligible employees in the Black Press Interior Benefits Plan.

17.02 The Employer shall contribute 80% of the monthly cost for each eligible employee.

17.03 All eligible employees covered by this Agreement shall be entitled to seven (7) sick days leave per year at their current regular wage rate. New employees shall receive a prorated number of sick days per calendar year, based on their starting date. A maximum of eight (8) sick days leave may be carried forward to the following years' sick leave entitlement. Payment for sick leave shall cease when any combination, including carried forward and current year entitlement, of sick days is taken to a maximum of fifteen (15) days in any calendar year. Sick pay shall only be paid when sick leave is taken and sufficient unused sick leave entitlements are available under this section.

17.04 When a member is drawing sick pay from the Employer and overtime is worked because of their absence, such overtime shall be paid for at the rate of time-and-one-half. Otherwise regular overtime rates shall apply.

17.05 Part-time employees covered by this collective agreement who are not eligible for benefits, shall receive 6% per pay in lieu of benefits. Part-time employees are eligible for benefits under this section if they are regularly scheduled for 60% of full-time equivalency.

17.06 The Company agrees to cover all employees in the Employee Family Assistance Program.

## ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 Definition: Any change in technology, method or procedure of operation during the period of a Collective Agreement which decreases the number of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business. Prior to so introducing, the Employer shall advise the Union. The Employer will give the Union three (3) months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with its representatives the time, procedure and training necessary for the introduction of the contemplated change. The Employer agrees to provide the facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any process or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this Agreement. This does not preclude members from voluntarily training on their own time.

18.02 Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided that in no event shall a member who has not been afforded the opportunity to retrain be laid off out of priority order or lose his preference claim during the life of this Agreement.

18.03 The Employer shall, in consultation with the Union at the expiration of the training period evaluate the competence of each trainee having regard to the employee's efficiency, skill and ability to do the work required.

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

## ARTICLE 19 - LEAVES OF ABSENCE

19.01 Upon request the Employer may grant employees leaves of absence for good and sufficient cause, without pay. If an employee is elected or appointed to any office of the Union or any organization with which the Union is affiliated to serve the interests of organized labour, upon the member's request, may be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave.

19.02 No leave of absence for less than one year provided for shall constitute a break in continuity of service in the computation of benefits under this Agreement, but the time actually worked shall be the basis in computing severance pay and vacation pay.

## ARTICLE 20 - TEMPORARY AND PART-TIME EMPLOYEES

20.01 A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three months, except by mutual agreement. The Union shall be notified in writing as to the nature of



the employment of any temporary employee and the duration of such employment.

20.02 A part-time employee is one who is hired to work regularly less than 75 per cent of the work week provided in this Agreement.

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

20.04 Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and hire date, shall advance on the schedule of minimum salaries according to the actual hours worked; shall receive pro rata vacation pay, pro rata sick leave, pro rata statutory holiday pay, pro rata night shift differential, expenses and equipment, in accordance with the terms of this Agreement. If a statutory holiday falls on a day that a part-time employee would normally have worked, the employee shall not have their wages reduced by reason of not working on that day.

20.05 In the event of a part-time or temporary employee becoming a full-time employee, he or she shall be credited at least with actual time previously served. Part-time employees shall be on probation for 90 calendar days before moving to the next level on the grid.

#### ARTICLE 21 - UNIFOR MULTI-EMPLOYER PENSION PLAN

21.01 The Employer agrees to contribute to the Unifor Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), \$8.80 per shift for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation, and which shall be considered earnings (e.g., sick leave, vacations, stat holidays, disability insurance, WCB, bereavement leave, jury duty). Contributions shall commence from date of employment. The Plan is administered jointly by Union and Employer Trustees.

21.02 Contributions shall be made by cheque, money order or similarly recognized medium of exchange, shall be made payable to the Unifor Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such administrator.

21.03 Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

21.04 The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Shop Steward a copy of the remittance information provided to the administrator within five (5) days of remittance of any such contributions.

21.05 Unless otherwise explicitly agreed in writing, benefits provided by contributions to the Unifor Multi-Employer Pension Plan pursuant to this section shall be in addition to all other benefits heretofore provided by the Employer and/or by any Plan or Trusts to which the Employer has made contributions.

21.06 Should the Union direct the Company to forward pension contributions for its employee members to a

different Pension Plan and/or Plan Administration, the Union will provide the Company with a minimum of one (1) month's notice.

#### ARTICLE 22 - UNION REPRESENTATIVE

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

#### ARTICLE 23 - CHAPEL MEETINGS

23.01 It is agreed all chapel meetings shall be held outside of working hours except by mutual agreement.

#### ARTICLE 24 - SEXUAL HARASSMENT

24.01 The Union and the Company recognize the right of employees to work in an environment free from sexual harassment. (See attached Appendix A).

#### ARTICLE 25 - MATERNITY/PARENTAL LEAVE

25.01 Maternity/Parental will be granted upon request and in conformity with the time periods specified in the British Columbia Employment Standards Act, Part 6, Sections 50 and 51. No employee shall be required to take a leave of absence nor shall an employee's job duties or working conditions be altered without his/her consent because of pregnancy; nor shall there be any penalty for pregnancy. Provided however, this shall not supersede the employer's rights to reduce staff for economic reasons or to discharge for proper cause. An employee returning from leave shall be reinstated in his/her job at the salary he/she would have received had his/her employment with the Company been continuous. Failure to return at the end of maternity/paternity leave shall be termed a voluntary resignation. Two (2) weeks' notice shall be given by the employee if possible, at the commencement of maternity/paternity leave and two (2) weeks' prior notice prior to returning. Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of service pay, vacations and other benefits under this Agreement.

25.02 The Company shall pay 80% of the cost of all Group Benefit premiums, under the terms of the collective agreement, for all employees on maternity/parental leave.

25.03 Two days maternity/parental leave with pay shall be granted upon the birth of a child or upon the legal adoption of a child.

#### ARTICLE 26 – UNION LEAVE

26.01 A maximum of one (1) employee designated by the Unifor Local 2000 to attend a bargaining meeting shall be released for that purpose without loss of pay.

26.02 If it becomes necessary to hire replacement help to perform the job duties of any such released employee, the Union will reimburse the Company all wage and related costs.



## ARTICLE 27 - PERSONNEL AND MEDICAL FILE

27.01 Subject to prior notice an employee may, in the company of the publisher, review his/her personnel file and that part of his/her medical file containing sick claim forms and doctors' slips which the employee submitted with such forms. At no time shall an employee remove from his/her personnel file any document contained therein. However, an employee may copy any such document. The employee and/or the Union may have included in the employee's personnel file a response to anything contained therein or to be contained therein. Such response shall become part of the employee's record. The company shall furnish to the employee a copy of any recommendation relating to the employee's job performance. No record shall be referred to or used against an employee after 36 months has elapsed.

## ARTICLE 28 – STUDENTS

28.01 The Company and the Union agree that no student placement will in any way reduce or replace the hours of work of any member of the unit, or any members of the unit who are laid off.

28.02 The following terms of reference will apply to all student placements:

- (a) A work experience placement is designed to introduce high school students to specific work experiences and skills by placing them in a working environment for a prescribed period of time.
- (b) A practicum student is someone who is studying journalism or marketing through an accredited post-secondary institution and requires hands-on work experience in order to graduate.
- (c) A co-op or post-secondary student is studying journalism/communications through an accredited post-secondary institution.

28.03 The Union and Company must mutually agree upon each placement, including duties and length of the placement. The Company will notify the Union as early as possible of its intent to place a student.

28.04 At no time will a student placement coincide with an industrial relations dispute between the Union and the Employer. At no time will the placement of a student, if such placement would precipitate a contractual dispute between the parties, be allowed to proceed.

28.05 In the case of co-op or post-secondary student placements, the students will be required to join the Union, pay union dues and receive benefits, reimbursable expenses and wages at not less than the minimum wage or seventy-five percent (75%) of the starting wage rate, whichever is more.

28.06 Practicum students assigned to the editorial department will receive a stipend equivalent to the site's reporter car allowance.

28.07 Training and supervision of students will be the sole responsibility of the Editor or department head. It is understood that when a worker is assigned to supervise a student, their regular responsibilities will need to be adjusted.

28.08 Shop stewards will provide students with new member's packages and orientations.

## ARTICLE 29 - MONTHLY REPORT



SIGNATORIES TO THE COLLECTIVE AGREEMENT

*RL JM*

**TRAIL TIMES LIMITED**, a division of Blade Press Group Ltd

*[Handwritten Signature]*

*1/20/20*

For the Employer

Date

**UNIFOR LOCAL 2000**

*[Handwritten Signature]*

*1/29/20*

For the Union

Date

LETTER OF AGREEMENT No. 1 - SALES COMMISSIONS

Between

**TRAIL TIMES**  
**A Division of Black Press Group Ltd.**

And

**UNIFOR LOCAL 2000**

Effective upon ratification of this agreement it is agreed that any deductions of commissions for bad debts will be reimbursed to the salesperson as follows:

1. After 90 days but before account is turned over to collections if the salesperson collects the account.
2. If collection agency collects account salesperson will receive back the same net percentage (gross collection less agency commission) of their commission as company.

LETTER OF AGREEMENT No. 2 - BLACK PRESS DEFINED CONTRIBUTION PENSION PLAN

Between

**TRAIL TIMES**  
**A Division of Black Press Group Ltd.**

And

**UNIFOR LOCAL 2000**

Black Press Defined Contribution Pension Plan. Employees will contribute a minimum of 1.5% into the plan through payroll deduction, with such contribution to be matched by Black Press (to a maximum of 1.5%) in accordance with the plan provisions.

Contributions to the Unifor Multi-Employer Pension Plan will continue at \$8.80 per shift.

LETTER OF AGREEMENT No. 3 - RED CIRCLING

Between

**TRAIL TIMES LIMITED**

And

**UNIFOR LOCAL 2000**

It is agreed that Dave Dykstra, Jeanine Margoreeth, Lonnie Inglehart, Jim Bailey and Sheri Regnier will retain their current pay rates, entitlement to annual floater recognized as a statutory holiday and receive any negotiated increases.

Dave Dykstra and Jeanine Margoreeth will retain their current vacation entitlement.

## APPENDIX A - Personal Harassment

### I. Policy Statement

The Trail Daily Times and the union are committed to the ideal of creating a working environment which is at all times supportive of the dignity and self esteem of individuals.

The Company will communicate this policy to all employees, provide appropriate education and training for supervisors and managers, establish a mechanism for dealing with complaints.

The policy will be embodied in all union agreements and employee handbooks.

Union employees may choose to pursue a complaint either by using the complaint procedures set out in this policy or following the grievance procedure in the collective agreement. The decision on which way to proceed shall be made by the complainant at Step 9 of Section IV herein. In the event that the complainant chooses to grieve under the collective agreement the dispute shall proceed directly to the Joint Standing Committee.

It is agreed that the President of the union will receive a copy of the Complaint Officer(s)' report at Step 8, Section IV herein and any other written reports or findings after Step 8.

### II. Definition

Personal harassment is any behavior by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favouritism of one employee to the disadvantage of another.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

The Company hereby agrees that the above-mentioned behavior will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

### III. Prevention

- a) This policy will be made available to all employees either in their union contract or employee handbook. In addition, it will be posted on all appropriate bulletin boards.
- b) Employees and supervisors will receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and in understanding the complaint procedures.

#### **IV. Complaint Procedures**

##### **COMPLAINT OFFICER(S):**

The Company shall identify Complaint Officer(s) for the purpose of this policy. The list of Complaint Officer(s) (see Schedule A attached) will be updated and published regularly, in consultation with the union. The list will include female contacts.

Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the complainant's wish for confidentiality, conduct as quick and thorough an investigation as possible.

##### **COMPLAINT AND INVESTIGATION PROCEDURE:**

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality. The recommended procedure for an employee who feels they are being harassed is as follows:

1. Tell the harasser clearly that the offending behaviour is NOT welcome. Remind the harasser that the behaviour is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of behaviour.

Often this is the simplest and most effective way to put an end to harassing and the Company encourages employees to take this action. However, victims of harassment are not obliged to confront the harasser and, if the harassee is unwilling or unable to do so, or if the misconduct continues after confrontation, the victim of harassment should report the offensive behaviour as outlined below.

2. A victim of harassment may meet with any of the Complaint Officer(s) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint or taking no further action if the complainant decides not to proceed.
3. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.
4. The investigation will be commenced within three (3) work days and the complainant's identity will normally be made known to the alleged harasser.
5. The investigating Officer(s) will initiate and complete the investigation as soon as possible. The Officer(s) will have full authority to investigate as set out above.
6. Once the investigation is completed the findings will be made known to the complainant and alleged harasser by the Complaint Officer(s). This may be done in written form or in a meeting.
7. The Complaint Officer(s) will attempt to achieve resolution of the complaint at this point.
8. If the matter remains unresolved the Complaint Officer(s) shall submit a written report to the Vice-President, Personnel, (or President of the Company when applicable) outlining the facts, issues and recommended resolution.

9. The Vice-President, Personnel, (or President of the Company when applicable) will then decide the issue and forward the decision to the complainant and (alleged) harasser in writing. The decision will be implemented immediately unless a further appeal or grievance ensues, as outlined in Section V following.

**V. Appeal Procedures**

1. Any party affected by this policy may appeal or grieve the decision of the Complaint Officer(s) or decision of the Vice-President (or President of the Company when applicable). Notice of intent to appeal or grieve must be made in writing to the Company President and President of the Union within seven (7) days of receiving a written decision which is disputed.

It is agreed that should a party to the dispute choose to grieve the matter via the collective agreement, the grievance would proceed directly to the Joint Standing committee.

2. The President of the Company will take a further appeal to an outside Disputes Resolution Officer (DRO). This person will be selected from the list in Schedule B attached hereto. The persons listed here have agreed to serve in the capacity of resolving disputes arising from the personal harassment policy. Their appointment is hereby confirmed by the parties to this agreement.

The decision of the DRO will be binding. Once finalized, the DRO will forward the decision to the complainant and the (alleged) harasser in writing. The decision will be implemented immediately. (Possible responses—see Schedule C attached).

**SCHEDULE A**

**Personal Harassment Complaint Officers**

This selection of Complaint Officers will enable employees at various levels involved in a dispute to choose someone from within the Company to hear their complaint.

The complainant may choose from any one or more of the Complaint Officers listed below. In the event that the Complaint Officer chooses to decline to hear the complaint, another Complaint Officer shall be mutually agreed upon.

The list of Complaint Officers will only be changed in consultation with the union.

If either a Vice-President or President is chosen as a Complaint Officer, the report shall be made to the opposite party under Section IV, Steps 8 and 9.

COMPANY:	UNION:
Robin Clarke, Guy Bertrand	Jean Poole, Trail

**SCHEDULE B**

**Personal Harassment Disputes Resolution Officers**



The parties agree that issues referred to the Disputes Resolution Officer under Appendix A of this document shall be selected from the following on a mutually agreeable basis, between the complainant and the (alleged) harasser. If this does not result in mutual agreement, then the selection to be mutually agreed to between the union and the company.

In the event that mutual agreement is not possible, then the selection will be in rotation, starting with the first available on the list in this appendix. It is further agreed that on the second event where mutual agreement fails to select a DRO, the rotation shall start at the person next in line, on a first available basis.

The union and company agree to share costs equally for Disputes Resolution Officers when resolving members' disputes.

- |                          |                         |
|--------------------------|-------------------------|
| 1. Ken Martin            | 4. Anna Belle Donovan   |
| 2. Grant McArthur (LRB)  | 5. Leslie Swan (WCB RB) |
| 3. Marlene Hill (WCB RB) | 6.                      |

**SCHEDULE C**  
**Disciplinary Responses**

If harassment has been identified, any one of the following responses may be deemed to be appropriate in the circumstance.

- require a verbal or written apology by the harasser
- issue a written warning to the harasser
- reassign (transfer) the harasser to another area
- terminate the harasser
- require the harasser to undergo mandatory counselling

NOTE: If, in the course of the investigation or appeal process the harassment charge is determined to be without merit the Complaint Officer or DRO will make such known, in writing, to all concerned parties.

Repeated, unfounded claims by an individual may result in harassment proceedings or disciplinary action.