

COLLECTIVE AGREEMENT

BETWEEN

**THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2005 - December 31st, 2007

**DON MCGILL
Secretary-Treasurer**

**THE NEWS GROUP,
a division of Great Pacific Enterprises Inc.**

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THIS AGREEMENT entered into this day of , 2005.

BETWEEN: **THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**
2500 Vauxhall Place,
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the Traditional Trading Area shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article three (3) herein. Traditional Trading Area is defined as Chilliwack (Prest Road) west to Horseshoe Bay, Whistler and Sunshine Coast (Langdale to Earl=s Cove), all of Vancouver Island except for deliveries North of Nanaimo (Ware Road).

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including January 1st, 2005 to and including December 31st, 2007, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require

the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

The parties hereto agree to waive the provisions of Section 50 (2) of the Labour Relations Code of British Columbia.

3. UNION SECURITY

- (a) All employees shall be required to be a member of the Union as a condition of employment with the Employer.
- (b) All employees shall receive a copy of the Agreement. The Employer shall honour an Employee's written assignment of wages and deduct and pay over to the Union's Secretary any monthly dues, assessments or initiation fees levied in accordance with the Union's By-Laws owing by him to the said Union.
- (c) The Union recognizes the right of the Employer to hire whom they choose, subject to the Seniority provisions contained herein. The Employer shall, however, give the Union the opportunity to refer suitable applicants for employment.
- (d) The Employer agrees that when he hires new employees the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards upon commencing work, and mail same in to the Union Office immediately.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 4 (d) herein.
- (b) All employees referred to above will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be

irrevocable during the term of this Agreement.

- (c) The Employer shall deduct and pay over to the Secretary of the Union, any monthly, dues and levies levied in accordance with the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.
- (d) The Employer shall deduct from each employee an amount equal to the Union's dues and levies from the employee's first (1st) payroll cheque and add that employee's name and the said amount to the closest applicable checkoff. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)
- (e) All Union dues are to be trust monies and shall be paid to the party entitled thereto not later than the due date.
- (f) The Employer shall record on each employee's T-4 slip, the Union dues deducted and submitted on behalf of the employee.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall have the right to grant leave of absence to employees and will grant leave of absence without pay to enable two (2) employees of the Employer to serve as a delegate to Union meetings or conventions.
- (b) An employee who has been elected to a full-time office in the Union shall automatically be granted Leave Of Absence and such leave will not extend beyond the term of office or one (1) year whichever comes first.
- (c) All leaves of absence other than those specifically set out herein must be applied for and given in writing.

During such leave an employee shall maintain and accumulate seniority for up to six months. If more than six months the employee will maintain but not accumulate seniority. During authorized leave of absence, except as stated above, an employee shall maintain and accumulate seniority.

- (d) Bereavement leave, with pay, for employees will be granted on the following basis. In the event of death in an employee's immediate family (parents, sister or brother, spouse or children, grandparents) the paid leave will be for three (3) days. For mother or father-in-law, brother or sister-in-law, grandfather or grandmother-in-law, the paid leave will be for one (1) day.

Should a member of an employee's immediate family, as defined above, die while the employee is on vacation, the vacation will be extended by the length of time allowed for bereavement leave provided management is notified prior to the employee's scheduled return date. Employees will be granted paid leave up to a maximum of five (5) days if such time is required to travel to the funeral.

- (e) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he or she shall be returned to the job classification and pay rate he or she was on prior to such duty. All Jury Duty or Witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or Witness fees to the Employer. Employees on Jury Duty will be expected to return to complete their shift upon dismissal.
- (f) When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (g) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work. At the conclusion of a twenty-four (24) month absence, the parties agree to review the status of the injury or illness. If it is determined that the employee cannot be accommodated with alternative work, and after all reasonable options have been exhausted, then the employee shall be entitled to two (2) weeks notice and severance pay as per Article 15(a). Weekly pay will be calculated on the weekly hours worked by the employee before going on sick benefits.
- (h) The Employer shall grant, upon request, unpaid pregnancy and parental leave in accordance with Federal and/or Provincial legislation of up to a maximum of sixty-three (63) weeks.
- (i) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
 - (1) The care, health or education of a child in the employee's care; or
 - (2) The care or health of any other member of the employee's immediate

family.

- (j) The Employer at its discretion shall have the right to grant unpaid leave of absence of one (1) day per week, for a period of six months, to senior employees requesting to work a shorter work week. Such leave shall be granted by seniority within a classification and the six month periods shall be January 1 to June 30 and July 1 to December 31.

Once this leave is granted it cannot be rescinded by either party unless an employee's hours per week are reduced, or by mutual consent of both parties.

- (k) The Employer shall grant, upon request, unpaid Compassionate leave in accordance with Federal and/or Provincial legislation.

6. SHOP STEWARDS

- (a) There shall be Shop Stewards appointed to see that the provisions of this Agreement are adhered to.
- (b) The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representative of the employees. The Employer further recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards and the seniority list will clearly identify the Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay. Whenever possible this should be scheduled at the beginning or end of the shift.
- (f) Shop Stewards shall be allowed time off work, without pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.
- (g) The Union Negotiating Committee shall be comprised of no more than four (4) Shop Stewards.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall provide and maintain free of charge and where required,
 - (i) Two (2) smocks or aprons and gloves (where required).
 - (ii) Drivers and Junior Relief Drivers will be supplied with uniforms of two (2) jackets, one of which will be a winter jacket, and two (2) pair of trousers. They will be checked for wear in the first two weeks of each year. Regular Full Time Drivers and Relief Drivers will be provided with five (5) shirts each year, while Junior Relief Drivers will continue to receive three (3). Drivers, including Junior relief Drivers, must wear their full uniform which must be neat in appearance. A Driver will be required to sign a payroll authorization slip allowing for a deduction of \$100.00 from final pay for each uniform not returned on termination of his employment. Drivers will be held responsible for maintaining their uniforms and will be reimbursed at the rate of \$10.00 per month. Junior Relief Drivers will also be reimbursed \$10.00 per month provided they have driven during the past month. In-Store Merchandisers will be supplied with one (1) jacket and two (2) shirts as required, and will be reimbursed \$5.00 per month for cleaning.
 - (iii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (iv) The Employer shall reimburse the maintenance employee for the purchase of two pair of coveralls per year to a total value of \$100.00. The employee will be responsible for the cleaning of such coveralls.
- (b) Upon the completion of one year=s service employees required to wear safety shoes will receive a seventy-five dollar (\$75.00) boot allowance on the last pay cheque in January of 2006. Effective January 2007, this allowance shall be increased to one hundred dollars (\$100.00) to be paid on the last pay cheque in January and each subsequent year thereafter.

8. UNION NOTICES

The Employer will provide a Bulletin Board for the posting of a Seniority List, this Agreement, the Welfare Plan, and for such notices that the Union from time to time may wish to post. The said notices to be posted by an elected or appointed Shop Steward of the Union.

The Employer will provide two (2) Bulletin Boards, one (1) outside the lunchroom and one (1) in the warehouse, for posting of Job Postings.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. STRIKES AND LOCKOUTS

- (a) It shall not be considered a violation of this Agreement to refuse to cross a legal picket line. Prior notice shall be given to the Employer.
- (b) It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term of this Agreement.
- (c) It is agreed that in the event of a strike among the employees of any other firm with which the Employer is doing business, the Employer will not ask its employees to perform any labour they do not ordinarily perform.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assignees. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Employer shall give notice of the existence of the Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any

grievance which is not presented within twenty (20) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I

The employee with or without his Shop Steward shall take his grievance up with his immediate Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II

Should a solution not be reached by Step I within seven (7) days, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if the Employer or an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III

The party desiring Arbitration shall appoint a member for the Board and notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of such party.

STEP IV

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board.

- (c) Notwithstanding the foregoing provisions respecting the establishment and

jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement. In any case one (1) year from the date of occurrence such statement shall be deleted from the employee's file.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of

pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation or leave of absence for sickness and/or injury shall have the privilege of applying when they return to work, providing they return to work no later than five (5) weeks from the date of posting. The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job to determine whether or not he has the ability.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to forty-five (45) working days; and if found unsatisfactory, shall be returned to his former position without loss of seniority. Should the employee upon being placed in the new position find it to be unsatisfactory, they may within twenty-five (25) working days request to be returned to their former position and this will occur. The Company will, when required, provide training which will constitute part of their period of trial.

Employees during their trial period and for a period of three (3) months following successful completion of their trial period will not be allowed to post into any other positions except where such positions have a higher rate of pay.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.
- (d) Where a vacancy occurs for a Driver's route, another Driver or Relief Driver may apply for a lateral transfer for the vacant route based on seniority. Only one such lateral transfer shall be allowed for each route that becomes available. The Driver who successfully transfers to a vacant route may not laterally transfer to another route for one (1) year.

Should a Relief Driver be successful in posting for a vacant route, it is

understood that his classification shall then become that of Driver and his rate of pay will be adjusted accordingly.

During the life of this Agreement there shall be a minimum of four (4) relief drivers, a posting for Relief Driver will be available first to Drivers, by seniority, then if unfilled, to JRDs. If still unfilled then anyone may apply as per Article 13 (a). A posting for Driver will be available first to JRDs, by seniority (provided no Relief Driver applies). If unfilled, then anyone may apply as per Article 13 (a).

- (e) It is understood that Management retains the right to alter Drivers and routes as required.
- (f) In the event of an extended absence, other than vacation, (i.e. either actual or estimated to be more than eighty (80) hours) of a Driver, the Employer shall post for a temporary route, as per Article 13 (a).

Only JRDs may apply, by seniority. The successful JRD will then continue the route for the length of the posting, irrespective of his seniority among the other JRDs, and irrespective of any subsequent temporary postings. In the event no JRDs apply, then the JRD with the lowest seniority shall be placed on the route for the duration of the posting.

Any driving done by JRDs other than as specified above will be at Relief Driver rates of pay as per Appendix "A". The above excludes JRD Book Drivers. When not driving, JRDs will be paid according to the work they are performing.

- (g) Every six (6) months the Employer shall post for relief positions in each of these four (4) classifications, Maintenance, Magazine Tie-Line, Shipper/Receiver and Scan Setter. These employees will be utilized as temporary relief for employees off on sick leave, vacation or leave of absence. Only employees from General Warehouse, Shipper/Receiver, Scanner, Special Order Clerk, Magazine Tie-Line, Novel Tie-Line and Scan Setter classifications may post for one or all position(s). These postings are subject to Article 13 (a).

JRDs and Swampers will be eligible for such work provided they are not scheduled for any driving or swamping during the week the work is available. In all cases JRDs will be entitled to any driving that subsequently becomes available.

- (h) For the classifications below applicants must have the qualifications required in the job postings in order to be placed in such job. The most senior applicant having these qualifications shall be allowed a period of trial, up to

forty-five (45) working days, and if found unsatisfactory shall be returned to their former position without loss of seniority. The qualifications required for these classifications will be made available to employees every six (6) months. The parties shall agree to any changes to these qualifications before being made available to the employees. The classifications are: Payroll, Accounts Payable, Distribution, Computer, Receptionist/Accounts Receivable.

- (i) Relief Positions for the Office classifications will be posted as stated above in Article 13 (h). The Company may from time to time post short term vacancies requiring minimum qualifications.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall give two (2) months notice to the employees of any technological changes.
- (b) The Employer will give the first opportunity to the employees then on the payroll through the Job Posting Procedure to receive training required by such technological changes.
- (c) Whenever there is a significant change in job content or working conditions, the Company will meet with the Union to discuss the appropriateness of a rate revision.

If agreement cannot be reached the matter may be processed through the Grievance procedure to a final conclusion.

15. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of ten (10) weeks, at the rate of pay the employee was receiving on the date of termination. The above shall not apply when an employee resigns, retires or is dismissed for just cause.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless layoff without recall exceeds an employee's recall rights. An employee may accept severance pay in lieu of his recall rights thus terminating his employment.

16. PAY DAY AND PAY STATEMENTS, ETC.

Pay Period - Except as otherwise mutually agreed between the parties, all regular employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Monday at 12:01 A.M. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth:

- (a) The employee's earnings for the unit of time for which payment of wages is made.
- (b) The total overtime worked at time and one-half and double time and the applicable rate. For employees who wish to bank overtime, the amount banked will be summarized.
- (c) The amount of each deduction from the earnings of the employee as well as the purpose for which each deduction is made.

Pay statements shall be available to an employee by noon on Thursday of each pay week, except for weeks containing a general holiday in which pay statements shall be available by noon on Friday, unless for unforeseen circumstances where the pay statements are not received from the payroll service.

If, as and when an error occurs in an employee's pay cheque and the amount is in excess of four (4) hours of straight time pay, the employee shall, upon request, be issued a cheque on the day the Employer is notified an error has occurred. All cheques issued under this provision shall have the appropriate deductions taken off.

Whenever Canada Savings Bonds are issued for sale, the Employer shall make same available to the employees and shall make such deductions as necessary from the payroll of those desiring to purchase such bonds.

The Company will provide, upon request, a copy of the Social Fund Balance sheet for members of the Social Committee.

17. ANNUAL VACATIONS

- (a) No later than February 1st of each year, the Employer shall post a vacation list on the bulletin board indicating the vacation entitlement of each employee from May 1st of that year to April 30th of the following year. Entitlement will include earned sick days up to December 31st of the previous year. Each employee in order of seniority shall apply for his or her vacation on such list at a time same is desired and such list must be completed by April 1st of that

year. The vacation list shall not be altered after April 1st except by mutual consent of the Employer and employees concerned. Employees upon the Employer's request shall schedule their unscheduled vacation time after April 1st.

For the purpose of Article 17 only, the Departments will be as listed below.

Vacation periods will be granted on a seniority basis provided there are no more employees away on vacation at any one (1) time than the number specified below for each Department.

Bullpen	one	(1)
Magazine Tie-Line	four	(4)
Novels	three	(3)
Novel Tie-Line	one	(1)
Scanners	two	(2)
Receiving	one	(1)
General Warehouse	eight	(8)
Accounts Receivable/Receptionist	one	(1)
Accounts Payable	two	(2)
Payroll	one	(1)
Distribution	one	(1)
Computer	one	(1)
Drivers	five	(5)
Relief Drivers	one	(1)
JRDs	two	(2)
Book Drivers & Book JRD	one	(1)
Scansetter	one	(1)
Drivers, Relief Driver, JRD Van. Island	one	(1)
In-Store Merchandiser	two	(2)
In-Store Merchandiser Van. Island	two	(2)

Should there be a significant increase in the number of employees in any of these Departments, Management and the Union will discuss an increase to the above numbers.

- (b) All employees covered by this Agreement shall be entitled to vacations with pay on the following basis:
- (1) The anniversary date for the purpose of vacation pay calculation shall be May 1st of each year.
 - (2) Employees with less than one (1) year's service with the Employer as of May 1st of each year shall be entitled to a vacation of one (1) day for each full month worked up to May 1st with vacation pay of four

percent (4%) of the gross earnings to May 1st (maximum of ten (10) days).

- (3) Every employee who completes one (1) year of continuous service with the Employer as of May 1st in any one (1) year shall be entitled to a vacation period of two (2) weeks during that year with vacation pay of four percent (4%) of the gross earnings earned for the year ending May 1st, or two (2) weeks pay, whichever is the greater.
- (4) Every employee who completes two (2) years of continuous service with the Employer as of May in any one (1) year shall be entitled to a vacation period of three (3) weeks during that year, with vacation pay of six percent (6%) of the gross wages earned for the year ending May 1st, or three (3) weeks pay, whichever is the greater.
- (5) Every employee who completes seven (7) years of continuous service with the Employer as of May 1st in any one (1) year shall be entitled to four (4) weeks vacation during that year, with vacation pay of eight percent (8%) of the gross wages earned for the year ending May 1st, or four (4) weeks pay, whichever is the greater.
- (6) Every employee who completes fourteen (14) years of continuous service with the Employer as of May 1st in any one (1) year shall be entitled to five (5) weeks vacation during that year, with vacation pay of ten percent (10%) of the gross wages earned for the year ending May 1st, or five (5) weeks pay, whichever is the greater.
- (7) Every employee who has completed fifteen (15) years of continuous service with the Employer shall receive one (1) extra day's vacation, with pay, per year, starting at sixteen (16) years service, up to a maximum of five (5) extra days with pay. This would mean that employees who have completed nineteen (19) years or more of continuous service with the Employer as of May 1st in any one (1) year would receive six (6) weeks vacation during that year with vacation pay of twelve percent (12%) of gross wages earned for the year ending May 1st or six (6) weeks pay, whichever is the greater.
- (8) When an employee has been paid a minimum of fifteen hundred (1500) hours running from May 1st to May 1st, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours have been paid, the employee shall be entitled to vacations as above set forth, however, only the applicable percentage shall apply. All hours paid under the following circumstances shall accumulate and be credited towards vacation entitlement:

- (i) regular hours worked and paid;
 - (ii) overtime hours worked and paid;
 - (iii) vacation hours paid;
 - (iv) sick time hours paid;
 - (v) Workers= Compensation hours as submitted to the Board upon claim to a maximum of eight (8) weeks and all hours worked under the terms of a Graduated Return or work hardening program;
 - (vi) hours paid under the Bereavement or Jury Duty leaves.
- (9) In the event that an employee leaves the employ of the Employer in the first year of employment prior to taking vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (10) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not worked over fifteen hundred (1500) hours, he shall only receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (c) For the purpose of scheduling vacations, those employees receiving more than two (2) weeks vacation will be restricted to scheduling no more than two (2) weeks vacation between May 15th and September 15th.

One employee at a time from each of the following areas: Novels, Warehouse, Office and Drivers may request, in writing, to schedule additional vacation as required between May 15th and September 15th which will be granted on a first come, first serve basis for reasons of travel outside of Canada and continental U.S.A. Requests must be submitted directly to the Book Manager, Warehouse Manager, Vice-President of Finance, or Fleet Manager depending upon the employee's classification. Such requests will be honoured after April 7th as per Article 17 (a).

In all cases the number of employees on vacation is not to exceed the limit set in Article 17 (a).

- (d) Vacations must be taken using at least one (1) full week at a time, or by mutual consent of Management. Single day vacation requests that become affected by a change in an employee's work schedule may be altered by mutual consent of the employee and management and if such change occurs it will be without penalty to the Company.
- (e) Prior to an employee going on his vacation for the first time in a calendar

year, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall be based on earnings shown on employee's pay stubs. If an employee would receive more vacation pay based on the percentage calculation, the Employer shall pay such difference on or before June 15th of each year, including the methods of calculation, percentage and weekly wages. The percentage calculation will be computed based on the employees' applicable percentage (four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%)) of gross wages earned by the employee during the twelve (12) month period preceding May 1st in the year for which the vacation is given.

- (f) Junior Relief Drivers in order of seniority will schedule their holidays as part of the fleet.
- (g) Employees who have been paid less than fifteen hundred (1500) hours running from May 1st and have not earned vacation pay to cover their entire vacation entitlement, may request a portion of their vacation pay be paid-out and forego their vacation entitlement. Such pay-out will occur in the year of entitlement upon request. However such employees must still take at least forty (40) hours paid vacation if they have earned it under Article 17 (b). If not they may take a pay-out for the entire amount.
- (h) Those employees hired as Relief Employees in the period between January 1st, 1990 to August 21st, 1999 whose seniority date was attained after completing 1200 hours of work shall for vacation entitlement purposes only, have their years of service calculated from their original date of hire.

18. GENERAL HOLIDAYS

- (a) Pay for holidays when not worked shall be as follows:
 - (i) Employees shall be paid for time not worked at the regular rate of pay on New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day declared by the Provincial or Federal Governments.
 - (ii) Where an employee has not earned wages for at least sixty (60) hours during the thirty (30) calendar days immediately preceding the General Holiday, he will not be entitled to such holiday.
- (b) If during the life of this Agreement the Federal or Provincial Governments

declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.

- (c) Employees who are required to work a shift which commences at any time during the General Holiday, (or their day off in lieu of such General Holiday), or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular holiday pay receive double (2X) their hourly rate for all hours worked during that shift. For employees not qualifying for a General Holiday, time and one-half (1 1/2) shall be paid instead of double time (2X).
- (d) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government. Should a General Holiday fall on an employee's weekly days off, then such holidays will be observed on the first working day following by all employees except those working a 10 hour shift. For those employees working a 10 hour shift such day shall be either the employee's last work day in the preceding week or his first work day following the General Holiday. The Employer shall post what day(s) shall be observed a minimum of one (1) month in advance of the General Holiday.
- (e) An employee shall be paid for each General Holiday even if it falls on his Annual Vacation, Jury Duty, Bereavement Leave, Compensation, Sick Leave. The employee may request a day off with pay. Employees who choose to take the day off must notify the Employer, in writing, a minimum of two (2) weeks prior to the requested day off. The Employer shall respond to such request in the order received within forty-eight (48) hours excluding Saturday, Sunday and General Holidays. Two (2) employees may be away from the staff of each of the following areas, warehouse, office and drivers, however, such a number is not to conflict with the provisions set out in Article 17 (a).
- (f) In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular gross earnings of such employee and what he is receiving from the other source for such General Holiday.
- (g) To qualify for the above holidays, the employee must have been on the Employer's payroll not less than thirty (30) calendar days and also must have worked his full working day before the Holiday and shall work his full working day after the Holiday. Employees will be paid for the General Holiday at the rate of pay received for working the day prior or after a General Holiday whichever is greater.

Exceptions to not working the day before or the day after the holiday shall be:

- (1) Verified illness (verification to be within ten (10) working days), quarantine or accident;
 - (2) Death in the immediate family;
 - (3) Jury Duty;
 - (4) Annual Vacation;
 - (5) Authorized Leave of Absence.
- (h) Each year of the Agreement, all employees shall be entitled to and receive an additional General Holiday on their birthday, with pay or pay-out in lieu of said holiday. Such pay-out to occur on the last pay period of the year commencing in 1994.

Employees who wish to take a pay-out in lieu of said holiday may do so by notifying Management, in writing, by November 1st of each year. If an employee's birthday falls on Saturday or Sunday, and those days are regular days of rest, the employee may take the previous Friday or the following Monday off as the holiday with the consent of the Employer.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge, except where elsewhere herein provided.

Upon quitting, the Company shall pay all money due to the employee within seven (7) days of the employee's last working day.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.

Vancouver Island and Sunshine Coast employees will be included on the seniority list at the Richmond location, but will be dealt with separately for the purposes of lay off and recall.

- (b) Seniority shall be length of continuous service with the Company. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

A probationary period of five hundred and twenty-eight (528) hours actually worked (including overtime) shall apply in the case of new employees before seniority commences, and such employees may be laid off, terminated or discharged by the Employer, if it has just cause to do so. Employees laid off shall not be required to work another full probationary period.

After completion of the probationary period, regular full-time employees shall be entitled to the rank of seniority as of the date the employee commenced work.

- (c) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, except that for the following classifications, Payroll, Accounts Payable, Distributions, Computer, Receptionist/Accounts Receivable, the employees who remain must have the qualifications required to perform such work.

If there is a dispute as to whether or not the employees have demonstrated the ability and knowledge they shall be allowed a period of familiarization, not to exceed forty (40) hours to determine such ability and knowledge.

- (d) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer; or
 - (ii) Is discharged for cause; or
 - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone with a Shop Steward present or by registered letter;
 - (iv) If absent without leave for two (2) working days without legitimate reason; or
 - (v) Is on continuous layoff for eight (8) months.
- (e) Employees, other than those in Article 5, who restrict their hours of work, must do so in writing, their names will then be placed at the bottom of the seniority list, ranked by date of hire. For the purpose of scheduling it is understood that unrestricted employees will be given priority over restricted employees for all hours of work.

An employee who requests to unrestrict their hours of work, must do so in writing, and shall receive seniority as of that date. It is understood that these employee's shall have their date of hire recognized for the purpose of determining vacation, benefit and pension entitlement under the Collective Agreement.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall be guaranteed eight (8) hours work each day, from Monday to Friday, by seniority, provided he commences work at the start of his shift, with a half (1/2) hour off for lunch, except as stated in 21(b).
- (b) The Employer may schedule a limited number of employees in the Warehouse and Novel Departments by reverse seniority for shifts of less than eight (8) hours duration, however, these employees will be guaranteed a minimum of four (4) hours work each day in any case. The number of scheduled shifts of less than eight (8) or more hours will not exceed twenty (20) shifts per week total. All shifts of eight (8) or more hours will be assigned by seniority and in accordance with any other applicable article or letter of understanding within the collective agreement. When an employee is scheduled for less than (8) hours in a day, the shift cannot be extended or reduced unless by consent of the employee. Lunch and rest periods will be as stated in Article 22.
- (c) Any time worked in excess of eight (8) hours per day Monday to Friday shall be paid at time and one-half (1 1/2) for the first two (2) hours and double time (2X) thereafter.
- (d) Saturday work shall be paid for at the rate of time and one-half (1 1/2) for the first four (4) hours, then double the regular rate of pay; triple time shall be paid for all Sunday work. To be eligible for these rates, the employee must have been paid forty (40) hours the previous week. Employees who have not been paid for forty (40) hours can be forced to work, as per paragraph (j) below, but at the above rates of pay.

However, employees who have not been scheduled for forty (40) hours Monday to Friday, as per Article 21 (a), may request to work Saturday and/or Sunday in order to achieve a total of forty (40) hours work that week. Should such work be available it is understood that it will be work that is additional to that currently being performed Monday to Friday. Such preference will be indicated via a notice posted every three (3) months; January 1st, April 1st, July 1st, and October 1st.

For these employees only, such work will be paid with the following premiums above the normal rate of pay for the work performed:

Saturday - fifty cents (50¢) per hour

Sunday - seventy-five cents (75¢) per hour

Any employee called to work on Saturday or Sunday will be guaranteed four (4) hours work.

- (e) Any employee who has completed his shift and left the premises and is

recalled out to work shall be paid a minimum of four (4) hours at time and one-half.

- (f) When an employee meets with an accident, provided he has started his day, he shall be paid his full day's wages for the day of the accident.
- (g) Any shift which commences from 5:00 a.m. but not later than 10:00 a.m., shall be considered a day shift. A shift commencing after 10:00 a.m., but not later than 6:00 p.m., shall be considered a "second" shift. Any shift commencing after 6:00 p.m. and prior to 5:00 a.m. should be considered a "third" shift.

If a second shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Employer time, and a fifty cent (50¢) premium will be paid for each hour paid for on the second shift effective upon the date of ratification.

If a third shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Employer time, and a seventy-five cent (75¢) premium will be paid for each hour paid for on the third shift.

Any shift differentials shall be included in overtime calculations.

- (h) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable or eight (8) hours pay in lieu thereof. Employees will not be obliged to work more than two (2) different shifts per week. However, if work is available on a third shift and an employee has already worked to (2) different shifts they may volunteer to work such shift without penalty to the Company.
- (i) Over all bargaining unit seniority, excluding all Office classifications, Drivers and Relief Drivers, will determine the shift to be worked in the Warehouse and Novel Department. This is intended to mean that the senior employees performing Warehouse and Novel Department jobs shall have the right to fill all jobs required to be performed on the day shift except where the requirements under Article 21(l) would not be met or when it is necessary to call in employees for sickness relief.

When off-shifts are in operation, employees may volunteer to remain on such off shifts by way of a posting. Off shifts will be posted every four (4) months with the following start dates: January 1, May 1, and September 1.

- (j) Overtime that is continuous to the regular shift will be available first to those

employees who have performed the work for at least four (4) hours prior to the end of the regular shift, by seniority, in the numbers required.

Overtime that occurs on an employee's day off will be available first to those employees who have performed the work for at least 50% of the prior week's regular shift, by seniority, in the numbers required. It will be available second to those employees, by seniority, who have worked for at least 50% of the prior week's regular shift in the department in which the overtime is posted i.e. Novels, Warehouse, Drivers (including JRD's) and Office. For purposes of this clause only, work performed on magazine tie-set will qualify for magazine tie-line overtime and vice versa.

Employees other than those as set out above may apply for any overtime by notifying the appropriate Supervisor. Such overtime shall be granted, if available, provided the employee has the ability and knowledge to do the work. The Employer shall post a notification of jobs in the warehouse which would require an employee to have specialized training to be eligible for overtime. Those employees requesting such training shall be provided training by seniority.

Employees may, for a legitimate reason, refuse to work overtime. However, if an insufficient number of employees agree to work such overtime then the following shall apply.

For overtime that is continuous to the regular shift, the junior employee who has performed the work for at least four (4) hours prior to the end of the regular shift may be obliged to work. In the event that additional employees are required, then the junior employees from the following departments in which the overtime was posted shall be obliged to work; Novels, Warehouse, Drivers (including JRDs) and office, provided they have the ability and knowledge to do the work.

For overtime scheduled on an employee's day off, the junior employee who has performed the work for at least 50% of the prior week's regular shift may be obliged to work. In the event additional employees are required for overtime, then the junior employees from the following departments in which the overtime was posted shall be obliged to work: Novels, Warehouse, Drivers (including JRDs) and office, provided they have the ability and knowledge to do the work. The above circumstances only apply to those employees at work the day the overtime posting expires.

Employees who are obliged to work overtime, as set out above, will be given preference where such overtime pays a classification differential, by seniority within the classification.

The Employer must post a notice of overtime four (4) hours prior to the end of a given shift or all employees may refuse to work such overtime. However, no Warehouse or Novel department employee shall be required to work more than four (4) hours of overtime during their regularly scheduled work week; except during weeks where there is a General Holiday or there is an unforeseen plant closure. Employees who are obliged to work overtime shall be given a minimum of one (1) hour's notice prior to overtime commencing or employees may refuse to work such overtime.

Employees who fail to report for work on Saturdays or Sundays as set out above may be required to provide verification of illness, i.e. a doctor's note.

- (k) It is agreed that the Country Driver will receive pay on the basis of a forty (40) hour week and that all hours exceeding forty (40) up to forty-five (45) hours will be at the rate of time and one-half (1 2) his regular hourly work rate. All hours in excess of forty-five (45) in any week will be paid at double time. It is also agreed that all expenses for meals and lodgings will be fully paid by the Employer while such driver is on Employer business.
- (l) Every employee should have a minimum of ten (10) hours rest between the end of one shift and the commencement of another. No employee shall be permitted to resume work on his own accord until ten (10) full hours elapsed, except that any employee working eight (8) hour shifts only, whose hours of work per week would be reduced due to the enforcement of this clause may voluntarily agree to a minimum of eight (8) hours rest between shifts with no penalty to the company. In the event that any employee is recalled to work before a period of ten (10) full hours' elapses, excluding the above noted exception, he shall be paid at overtime rates of double time (2x) for the entire shift that he is called in to work. The above paragraph, however, excludes the country driver.
- (m) The position of Swamper will be posted every six (6) months. Only employees from the General Warehouse, Shipper/Receiver, Scanner, Special Order Clerk, Magazine Tie-Line may post for this position. A premium of 50¢ cents per hour will be paid for all regular and overtime hours worked while swamping and the shift will be for four (4) ten (10) hour days per week, as per Appendix "B".
- (n) Employees in the Return Department will be rotated amongst the various positions as mutually agreed between the crew and supervisor.
- (o) In order to be available if needed to drive, a maximum of two (2) senior displaced Drivers or JRDs can be scheduled to work in the warehouse on day shift, regardless of their overall seniority, provide that employees that

have been scheduled cannot be bumped. The above is not meant to restrict the ability of Drivers to bump into the warehouse when there is no driving available.

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than four and one-half (4½) hours without an uninterrupted half (½) hour off during the regular daily shift, exclusive of rest breaks.
- (b) Employees on eight (8) hours shifts shall receive an uninterrupted fifteen (15) minute break in each half of their daily shift. Employees on ten (10) hour shifts shall receive an additional ten (10) minute break. The time for such breaks to be determined by Management. However, such breaks shall not be scheduled earlier than one and one half (1 ½) hours from the commencement of each half of an employee’s work shift. Employees scheduled to work less than an eight (8) hour shift shall receive their breaks as follows:

Hours Scheduled	½ hour lunch	Rest period
4.0	0	1 - 15 min
5.0	0	1 - 20 min
6.0	1	1 - 15 min
7.0	1	2 - 15 min

- (c) If overtime that is continuous to the regular shift is worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing, with additional paid fifteen (15) minute breaks after every two (2) hours worked.
- (d) When employees work two (2) hours overtime continuous to their regular shift, the employee shall receive a meal allowance of \$6.50. If the overtime is for more than three (3) hours, those employees working may forfeit this allowance in favour of arranging for food to be brought in. Such employees will indicate their choice on the overtime posting.

23. COMPENSATION COVERAGE

When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.

24. SAVINGS CLAUSE

- (a) If any Article or Section of the Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

25. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. All inspections are to be precleared with the Company and shall not disrupt normal work.

26. SANITARY FACILITIES, ETC.

The Company agrees to maintain at its place of business adequate clean, sanitary toilet facilities, lunchrooms and washrooms having hot and cold running water with proper ventilation. It shall be the responsibility of the employees to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

The Company shall provide first aid-provisions in accordance with the Workers' Compensation Act.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid Kits, including a proper First-Aid Kit in each vehicle.
- (b) In the event of an employee becoming ill during his shift, the employee shall report, where possible, immediately to the Warehouse Supervisor's Office and contact a First-Aid Attendant. If the employee wishes to go home or to a

doctor permission to do so will be granted.

- (c) There shall be employees designated as First-Aid Attendants who possess a valid Industrial First-Aid Certificate. These employees shall be paid a one dollar and fifty cent (\$1.50) per hour premium for all hours worked.

The First Aid attendants will be required to take a one (1) day skills update course offered by the local First- Aid Schools once per calendar year. The Employer will pay for the cost of this course to a maximum of fifty dollars (\$50.00) per course and reimburse the employee for one day's pay at the regular rate.

- (d) Employees will not be expected to operate with unsafe equipment or in unsafe working conditions. Employees must report immediately to their Supervisor any unsafe equipment. Employees who operate forklifts and pallet jacks will be provided with an orientation session on basic operation and safety rules. Only employees who have been given this orientation will be authorized to operate forklifts and pallet jacks.
- (e) A joint Safety Committee will be established composed of two (2) members from Management and two (2) members from the bargaining unit. The rules and regulations governing this Committee shall be in accordance with the Workers' Compensation Board requirements. The joint Safety Committee shall meet a minimum of once per month. A list of the Safety Committee members will be posted on the appropriate Notice Board and will be updated as the need arises. Employees will be compensated for all time spent during Safety Committee meetings and plant inspections if such time is other than a member's working time.

28. TRUCK MAINTENANCE AND SAFETY

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) No drivers shall be required to service trucks or equipment. However, drivers are required to keep trucks clean inside. Drivers are required to check and maintain coolant, engine oil levels and flares each day. Enough copies of the repair request form will be available so that the employee may keep a copy. The employee shall be given a copy of a form indicating that the defect has been repaired.

- (d) A form shall be supplied for the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Any defects shall be rectified as quickly as possible.
- (e) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (f) If a Driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages. The employee is to notify Management in advance of the name of the legal counsel.

29. BONDING

If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

30. MANAGEMENT

- (a) The Union recognizes the right of the Employer to operate and manage his business in all respects in accordance with his commitments and responsibilities and that the locations of operations, schedules, processes, methods, and means of dealing with products, materials, customers, and equipment are solely the responsibility of the Employer.
- (b) The Management and the operation of and the direction of the working forces, including, but not limited to, hire, transfer and promotion within the terms of this Agreement, discipline and discharge for proper and just cause; relief of employees from duties because of lack of work and enforcement of reasonable rules and regulations is vested exclusively in the management. Any claim of violation of this Agreement shall be subject to the Grievance Procedures, by either party.
- (c) The Shop Steward and the Union will be supplied with a copy of all correspondence and will be cleared on a running twelve (12) month basis from the employee's record. These above steps are subject to Grievance Procedures.
- (d) If a warning slip is issued for absenteeism, the employee concerned shall receive a copy of his/her attendance record.
- (e) The right and responsibility of the Employer to determine, establish and maintain reasonable standards of production and standards of quality is fully

recognized.

31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

- (a) No employee shall use his car on Employer business unless compensated.
- (b) No driver shall permit anyone except the employees of the Company who are on duty or other commercial drivers broken down on the highway to ride on his truck, except with the written authorization of the Company.

33. MEDICAL EXAMINATION

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination, he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be medically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer shall notify the Union of the Medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee at his own expense shall have the right to be examined by his personal physician within 14 days.
 - (ii) Where there is no agreement between the Employer appointed physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.

- (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (c) Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examination.
 - (d) The cost of any medical notes or letters required by the Employer or Insurance Carrier to verify an employee's injury or illness to qualify them for benefits shall, if requested, be advanced by the Employer. The employee shall reimburse employer by endorsement of cheque upon approval of claim. Should the claim not be approved, the employee shall immediately reimburse the employer for the monies advanced. This clause would not apply to medical notes required by the Employer for alleged abuse of sick leave provisions.

34. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) If an employee is required, by Workers' Compensation, to take time off during working hours in regard to a compensable injury and for some reason Workers' Compensation will not pay him, he will be paid for such time off in a manner that will ensure him a minimum of eight (8) hours pay for that day.
- (d) When an employee meets with an accident at work, and requires medical attention, he shall be paid a full day's wages for the day of the accident.
- (e) When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work and no employee's rate may be reduced below his regular rate.

- (f) Every six (6) months the Employer shall make available to General Warehouse classified employees and those employees who have not worked in their classified Department for one (1) or more days in the previous month a Job Preference List, as per Article 13 (a).

These employees may indicate on this list one (1) Department that they would prefer to work in and one (1) that they would not.

These Departments are: Novels, Bullpen, Magazine Tie-Line, Scanners, Scan-Set, and Novel Tie-Line.

The Employer will, wherever possible, assign this work by seniority in the numbers required for each Department for full shifts only. Where necessary training shall be provided.

35. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

36. TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times, i.e. hand trucks, wire cutters and calculators and shall be supplied at no cost to the employee. Should this equipment be lost the employee must replace at his or her cost.

37. LOSS OF BENEFITS

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages as in Appendix "A", shall suffer a reduction of wages, because of the adoption of this Agreement.

38. HEALTH AND WELFARE PLAN

- (a) It is the responsibility of the Employer to ensure that all employees are enrolled properly in the Health and Welfare Plan and for making premium remittances on their behalf.

The full cost of the Health and Welfare Plan shall be borne 100% by the Employer.

Eligibility

A full time employee becomes eligible for benefits on the first of the month following completion of his probationary period. Benefits are classified as the total Health and Welfare Plan enumerated below (1) through (8). The following process will be used to determine when an employee is "full time" for the purpose of determining benefits eligibility; an employee having completed their probationary period as defined under Article 20(b) will be considered full time if they have been paid an average of thirty (30) or more hours per week over the preceding twelve (12) weeks. Should they qualify, they would then receive benefits for a minimum of three (3) months regardless of hours paid during that period. If an employee fails to meet the eligibility as set forth above, they would be re-evaluated on the 15th day of each month and if they have been paid an average of thirty (30) or more hours in the preceding twelve (12) weeks, they would then be eligible for benefits on the first (1st) of the following month, for a minimum of three (3) months regardless of hours paid during that period.

The Plan shall contain the following:

- | | | |
|-----|--|---|
| (1) | Life Insurance | 2 times earnings to a maximum of \$150,000. |
| (2) | Accidental Death and Dismemberment (Basic) | 2 times earnings to a maximum of \$150,000. |
| (3) | Accidental Death and Dismemberment (Voluntary) | Employee/Family coverage as described in the enclosed Manual. Total cost of this voluntary coverage is borne by the employee. |
| (4) | Weekly Indemnity | 66 2/3% of weekly earnings to the E.I. maximum, 1 st day accident, 4 th day of sickness; payable for 16 weeks. |
| (5) | Long Term Disability | 60% of earnings to maximum monthly benefit of \$2,500.
Full offsets
90 day elimination period
Own occupation for 24 months, any occupation thereafter (disability definition). |
| (6) | Extended Health Care | 100% reimbursement
No individual/family deductible.
Hearing aid coverage - \$300.00 every five years. Coverage for oral contraceptives. |

Vision Care (glasses and contact lenses) -

- Adult \$200 maximum every 24 months
- Child \$200 maximum every 12 months
- one eye examination every twenty-four (24) months

- (7) Dental
- Basic Services - 100%
 - Major Restorative - 50%
 - Orthodontia - 50% (lifetime maximum \$1,000)

- (8) B.C. Medical Services Plan

- (b) Benefits cease when:

An employee terminates his employment, is laid off or is off work due to injury or sickness as detailed below:

- (i) Any employee laid off who was covered under the Health and Welfare Plan will have the Health and Welfare benefits carried through to the end of the month following the month in which the layoff occurs, excluding dental coverage which terminates on the employee's last working day.

Any employee being recalled from layoff and who was covered under the Health and Welfare Plan prior to layoff and has not been laid off for more than eight (8) months will be covered starting the 1st day of the month following reinstatement.

- (ii) Employees off work and collecting Health and Welfare or Workers' Compensation benefits shall have their portions of the Health and Welfare premiums paid by the Employer for up to and including a twenty-four (24) consecutive month period. All coverage under the Health and Welfare Plan will cease after the twenty-four (24) month period.

- (c) Sick Days will be earned as follows:

Employees who work a minimum of one (1) full shift in a month will earn four (4) hours per month, to a total of forty-eight (48) per year except Employees on ten (10) hour shifts will earn five (5) hours per month, to a total of fifty (50) per year.

Employees who have no regular shift will earn a maximum of 48 hours per

year but may take up to a maximum of fifty (50) hours sick leave per year provided they are scheduled for ten (10) hours when sick. Unused sick hours will however only total forty–eighty (48) hours.

Payroll will keep a running balance for all employees detailing sick hours earned and available. Employees, when off sick, will be paid up to a maximum of their current balance plus three (3) advanced sick days. An employee who, for any reason, leaves the employ of the Employer and has used sick days which have not been earned will have these deducted from his final cheque.

Such hours may only be taken as full days. Unused sick days will be paid out at the employee's regular rate of pay on the final pay period of the year in which the sick days were earned. Sick days taken after such pay-out but prior to the end of the calendar year will be deducted from the following year's available total. Employees who wish to have their unused sick days added to their following year's vacation will request such, in writing, to their supervisor by November 1st.

- (d) An employee returning from a Compensation or Weekly Indemnity Claim must furnish a medical certificate signifying fitness for regular duty. Employees will be reimbursed for any additional medical office cost for supplying such a certificate.
- (e) When the employee provides the Employer with the necessary claim forms, the Employer will agree to advance Weekly Indemnity, Long Term Disability and Workers' Compensation Board benefits to the employee on a bi-weekly basis, while the claim is being processed. The first such advance will be available on the next business day following receipt of said claim forms. The employee shall reimburse the Employer by endorsement of cheques when received. Should the claim not be approved, the employee shall immediately reimburse the Employer the monies advanced.
- (f) A booklet outlining the Health and Welfare Plan shall be provided to all employees upon eligibility.

39. PENSION PLAN

The Pension Plan which is presently in effect shall continue for the duration of this Agreement.

- (a) Eligibility one year Service. Upon being eligible, an employee may sign up March 31st, June 30th, September 30th, and December 31st.
- (b) Contribution

- 3.5% of C.P.P. pensionable earnings
- 5.0% of Balance

NOTE: The Employer contributes an equal amount.

A booklet outlining the Plan is available upon eligibility.

There shall be four (4) employees elected by and from the bargaining unit on the Pension Committee. Elections to be held at the same time as the Shop Stewards elections.

40. RETROACTIVE PAY

The Employer agrees that the wage rates effective as of January 1st, 2005 shall be paid retroactively to each person on the seniority list on the date of ratification, from that date, for all hours paid subsequent to December 31st, 2004.

41. BANKING OF OVERTIME

- (a) All regular hourly paid employees may make arrangements with the Employer to bank accumulated overtime at straight time.

Any hourly paid employee who wishes to bank overtime will make a request in writing, and this decision will be binding until the employee withdraws this request in writing. An employee may choose to either opt onto or opt off the program only one (1) time in a calendar year. Employees may request, in writing, a pay-out at any time. Such pay-out will be applied to the next pay period and must be in minimum amounts of twenty (20) hours or eight (8) hours for employees who have been scheduled less than forty (40) hours in a week provided employees submit request to their supervisor in advance of payroll cutoff. If less than the minimum amount remains in the bank then the pay-out will be for the entire amount.

- (b) The employee may then request in writing overtime in time off. Notice must be given at least one (1) week in advance and will be honoured by a first come basis. Upon request by the employee, such time off will be taken at the Employer's discretion, consistent with the efficient operations of the business. The minimum unit of banked overtime to be utilized will be forty (40) hours in time off except in weeks where a General Holiday(s) occurs.
- (c) Overtime, which is banked, shall be credited in terms of all hours worked at overtime in the current pay period at the appropriate rate of hourly pay with a cumulative dollar total only. Time off or a pay-out shall be in hours and will be paid at the employee's current rate of pay. When an employee leaves the Employer, all banked time shall be paid in total.

APPENDIX "A"

RATES PER HOUR

A.

CLASSIFICATIONS	EFFECTIVE JAN 1/05	EFFECTIVE JAN 1/06	EFFECTIVE JAN 1/07
OFFICE			
- Payroll	\$20.30	\$20.71	\$21.12
- Accounts Payable	\$18.44	\$18.81	\$19.19
- Receptionist/Accounts Receivable	\$18.44	\$18.81	\$19.19
- Distribution	\$18.44	\$18.81	\$19.19
- Computer	\$18.44	\$18.81	\$19.19
WAREHOUSE			
- General Warehouse	\$18.44	\$18.81	\$19.19
- Scanner – Mags/Books	\$18.44	\$18.81	\$19.19
- Special Order Clerk	\$18.44	\$18.81	\$19.19
- Novel Tie Line	\$18.44	\$18.81	\$19.19
- Shipper/Receiver	\$19.05	\$19.43	\$19.82
- Magazine Tie Line	\$19.05	\$19.43	\$19.82
- Scan Setter	\$19.05	\$19.43	\$19.82
- Maintenance	\$21.26	\$21.69	\$22.12
NOVELS			
- General Novels	\$18.44	\$18.81	\$19.19
- Receiving>Returns	\$18.44	\$18.81	\$19.19
- Data Entry	\$18.44	\$18.81	\$19.19
- Order Picking	\$18.44	\$18.81	\$19.19
DRIVERS			
- Regular	\$21.26	\$21.69	\$22.12
- Relief	\$22.07	\$22.51	\$22.96
- Junior Relief	\$19.63	\$20.02	\$20.42

ADDITIONS TO ABOVE RATES			
- Return Lead	\$0.80/hour		
- Lead Hand	\$0.50/hour		

B. The probation period for new employees shall be five hundred and twenty-eight (528) hours actually worked. The rate of pay for the probationary period shall be \$3.00 per hour less than the effective rates, except for In-Store Merchandisers.

- C. All employees in the bargaining unit receiving more than the above wage rates will have no alterations in their hourly rate.
- D. The Employer shall post for a minimum of four (4) employees for the position of Junior Relief Driver and for one (1) employee for the position of Junior Relief Driver Book Driver. Only employees from the General Warehouse, Shipper/Receiver, Scanner, Special Order Clerk, Magazine Tie-Line classifications may post for these positions. Junior Relief Drivers shall be dispatched on the basis of seniority, wherever possible, for any driving in excess of two (2) hours that cannot be done by a classified Driver or Relief Driver including any regularly scheduled route of 20 hours per week or less. The Junior Relief Book Driver shall be dispatched as above for Book routes only. The rate of pay for these Junior Relief Drivers when doing relief work only will be as set out in Appendix "A". After one (1) year's service from the completion of his trial period, as set out in Article 13, Section (a), a Junior Relief Driver will receive the rate equal to a regular Driver when driving a "temporary route" as defined in Article 13, paragraph (f). All other driving will be at Relief Driver rates of pay. The above does not apply to the Junior Relief Book Driver who shall be paid a rate equal to a regular Driver for all driving.
- E. A lead hand shall be responsible to carry out the orders of the immediate supervisor. No lead hand shall exercise discipline over any other employee. Upon appointment of a new lead hand a posting shall be put up giving the name of the successful candidate.
- F. Candidates for the classification of maintenance must have strong mechanical skills and aptitude that reasonably relate to the job of operating and maintaining the bailer, and maintenance of various other equipment such as conveyors, rollers, etc.
- G. A signing bonus of five hundred dollars (\$500.00) will be paid within fourteen (14) days after the date of ratification to all employees on the seniority list on the date of ratification that have passed probation. (Above to be paid on a separate cheque)

APPENDIX "B"

LETTER OF INTENT

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: EMPLOYEES ON FOUR DAY TEN HOUR SHIFTS

The following conditions shall apply for employees scheduled on four day ten hour shifts.

1. The days of work will be for four (4) days consecutively Monday to Friday unless by mutual consent of the Employer and employee (i.e. Mon. Tues. - Thurs. Fri.).
2. Employees working on their normally scheduled day off shall be eligible for overtime at the rate of time and one-half (1/2) for the first four (4) hours, then double (2X) the regular rate of pay, except Sundays that shall be at triple time (3X) subject to Article 21 (d).
3. Any time worked after ten hours shall be paid at time and one-half (1/2) for the first hour and double time (2X) after that. Meal allowance shall apply after twelve (12) hours worked.
4. An employee qualifying for a General Holiday will be paid based on a ten (10) hour day.
5. Employees on ten (10) hour shifts shall be guaranteed ten (10) hours of work or pay.
6. It is recognized that a Relief Driver will be on a ten (10) hour shift when he is not used for driving; and that his rate of pay will remain at that of Relief Driver as per Appendix "A".
7. Swampers, displaced drivers and certain other employees may from time to time be on ten (10) hour shifts.

Driver Saturday work will be offered on a seniority basis, Book Drivers to be the exception.

8. Management will consult with the employees on a Department by Department basis, to determine the feasibility of instituting a four-day, ten hour per day, work shift.

LETTER OF UNDERSTANDING NO. 1

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: IN-STORE MERCHANDISER

There shall be a position of In-Store merchandiser. These employees will be hired to perform merchandising work at customer locations, **excluding** delivery and pick-up of product. No In-Store merchandiser will perform any work currently being done by drivers, including any future London Drug store openings.

Such employees will be expected to use their own vehicles and will be reimbursed at the rate of 40¢ per km (excluding travel to and from home) effective date of ratification.

Each employee will be scheduled for no less than four (4) hours per day, Monday to Sunday, with overtime paid for all hours worked above forty (40) at a rate of time and one-half (1.2). Hours worked above forty-five (45) will be paid at a rate of double time (2x). In-Store merchandisers shall serve a probationary period as per Article 20, paragraph (b).

These employees shall not be eligible for the Health and Welfare Plan detailed in Article 38 and are so informed in writing. They may apply for any full-time postings and, if successful, they will carry over their seniority date. Their trial period will be forty-five (45) working days as per Article 13, paragraph (a).

These employees will be on a separate seniority list from those working "inside", i.e. at the premises of The News Group. Lay-off and recall will be by such separate seniority list except as noted below.

All employees hired prior to January 1993 shall be guaranteed forty (40) hours work from Monday to Sunday, except where there is a permanent reduction in the number of staff. In such an event those employees affected will be able to "bump" In-Store merchandisers for whichever routes they request for as long as there is no work in their previous position. While they are performing such work, they will continue to accumulate seniority and will continue to receive Health and Welfare benefits as set out in Article 38, paragraph (a).

The time required to complete each route may vary. For each route that becomes available there shall be a posting. Such postings will be made available to all "inside" employees first

and will be filled on a seniority basis. In the event the posting is not filled, then In-Store merchandisers may apply by seniority.

The rate of pay for this position will be \$13.84 per hour effective January 1st, 2005, \$14.12 per hour effective January 1st, 2006 and \$14.91 per hour effective January 1st, 2007.

These employees with less than two (2) years service with the employer will receive on each paycheque an additional eight point five percent (8.5%) in lieu of General Holiday pay and Vacation pay.

Those employees with more than two years of service and less than seven (7) years service with the employer will receive on each pay cheque an additional ten point five percent (10.5%) in lieu of General Holiday pay and Vacation pay.

Those employees with more than seven (7) years of service and less than fourteen (14) years service with the employer will receive on each pay cheque an additional twelve point five percent (12.5%) in lieu of General Holiday pay and Vacation pay.

Those employees with more than fourteen (14) years of service and less than nineteen (19) years service with the employer will receive on each pay cheque an additional fourteen point five percent (14.5%) in lieu of General Holiday pay and Vacation pay.

Those employees with more than nineteen (19) years of service with the employer will receive on each pay cheque an additional sixteen point five percent (16.5%) in lieu of General Holiday pay and Vacation pay.

In Store Merchandisers may request in writing to have their vacation pay of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%), whichever is applicable, to be paid when they take vacation.

DATED at Vancouver, British Columbia, this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING NO. 2

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: SUNDAY TO THURSDAY WORK SCHEDULE

The Employer may establish a Sunday to Thursday Work Schedule. This work will primarily be concerned with the receiving and break-up of product, tie-line set-up and computer operations.

This schedule will be posted every six months, starting upon ratification of the new Collective Agreement and will be available to all employees. Those who successfully post will be appropriately reclassified as either General Warehouse or Tie-Line. The Distribution and Shipper/Receiver schedule will only be available to those employees who already have these classifications.

Interim vacancies will be posted to those employees within the following classifications: General Warehouse, Tie-Line and, separately, Shipping/Receiving and Distribution in the numbers required.

If there are insufficient volunteers, then the staffing shall be done by inverse order of overall seniority within both the General Warehouse and Tie-Line classifications and, separately, the Distribution and Shipping Receiving classifications as required.

The Employer shall determine the hours of work for Sunday, but in all events the Sunday shift shall end no later than 8:00 P.M.

Employees who work Sunday shall receive a premium of \$3.20 per hour for all hours worked from Sunday through to the following Thursday.

This premium shall be in addition to any other shift premiums. It shall also be included in all calculations of overtime pay.

When the Sunday to Thursday Work Schedule is first implemented, and in the event of an employee switching to the Sunday to Thursday Work Schedule from the normal Monday to

LETTER OF UNDERSTANDING NO. 3

**BETWEEN: THE NEWS GROUP,
A DIVISION OF GREAT PACIFIC ENTERPRISES INC.**

AND: TEAMSTERS LOCAL UNION No. 213

RE: OFFICE VACANCIES

It is anticipated that entry into the office from the Warehouse and Novel Department will be via a relief posting for Accounts Receivable/Reception and Distribution. The Employer shall always have one (1) relief employee in each of the two (2) classifications as identified above if they meet the qualifications of the relief posting.

Once identified the relief employee will at the end of each relief period of one week or longer be given an evaluation which will identify their relative strength and deficiencies as compared to the job description for the classification they are relieving in. During these evaluations a discussion will take place about how to overcome the deficiencies both on and off the job. These discussions will be conducted in the presence of a Shop Steward.

A relief employee will be advised when the Employer believes they meet the qualifications to fill a full time vacancy for the classification they are relieving in.

Full time postings for vacancies in Accounts Receivable/Reception, Accounts Payable, Distribution and Computer will be available first to the most senior applicant from all office classifications subject to Article 13(a) and second to those employees identified as Relief in the classification where the vacancy occurs, provided the employer believes they meet the qualifications to fill a full time position. Any candidate must be fully qualified and competent to be considered for the Payroll Clerk position.

The job requirements for the relief position and for Accounts Receivable Clerk, Accounts Payable Clerk, Computer Operator, Distribution Clerk and Payroll Clerk are as appended.

DATED at Vancouver, British Columbia, this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

