

**ARTICLES OF AGREEMENT
BETWEEN
BROADWAY PRINTERS LTD.
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

WITNESSETH:

That in consideration of the covenants and agreements herein contained, the parties hereto mutually agree as follows:

Whenever the singular or masculine are used in this Collective Agreement the plural and feminine shall be construed.

ARTICLE 1 - UNION RECOGNITION

1.01 The Employer recognizes the Graphic Communications International Union, Local 525-M, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work and/or other conditions of employment for all Employees for whom the Union is certified in its Plant.

1.02 The Company agrees it shall not sign nor make any other agreement, written or verbal relating to any work covered under the terms of this Collective Agreement.

1.03 The Employer agrees to employ in its Plant, for all job functions over which the Union has jurisdiction by virtue of this Collective Agreement, and/or certification, only members of the Union who are in good standing. Should the Union be unable to furnish the required number of people within seven (7) days after a formal request has been made, the Employer shall have the right to employ other competent person(s), provided such person(s) are paid the minimum rate shown in Article 6 and/or Appendix "A" of this Collective Agreement for the classification for which such person(s) is employed. It is understood that any such person(s) so employed shall be placed on a Union Permit and shall be replaced by a Union member when available, except where a specific craftsman is engaged from out of town for a permanent position.

ARTICLE 2 - UNION SHOP

2.01 It shall be a condition of employment that all Employees of the Employer covered by this Collective Agreement who are members of the Union in good standing on the effective date of this Collective Agreement shall remain members in good standing.

2.02 It shall be a condition of employment that those Employees who are not members of the Union on the execution date of this Collective Agreement shall, on or before the thirtieth (30th) day following the execution date of this Collective Agreement, become and remain members in good standing in the Union.

2.03 It shall also be a condition of employment that all Employees covered by this Collective Agreement and hired on or after its execution date shall on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. This thirty (30) day period may be extended by the Union.

2.04 The Employer agrees to notify each new Employee that he or she will be required to make application for membership in the Union within thirty (30) days from the date of employment.

The Employer shall notify the Union of the new Employee's name, classification and date of employment.

2.05 Any Employee covered under Article 2.02 and 2.03 above who fails to become a member of the Union as therein provided or to whom membership is denied because of his failure to tender initiation fees or dues, then within ten (10) days after written notice from the Union, the Employer shall discharge such Employee.

2.06 If membership of any Employee shall be terminated because of his failure to tender union dues, then within ten (10) days after written notice from the Union, the Employer shall discharge such Employee.

2.07 The Union reserves the right to deny union membership to any applicant. An Employee who fails to qualify for membership shall be discharged by the Employer within ten (10) days of written notification by the Union, provided that a justifiable explanation is given to the Employer.

2.08 A person who has been discharged for failing to become or continue to be a member of the Union in good standing, for any of the reasons outlined above, shall not be re-hired by the Employer unless he or she shall first become a member of the Union in good standing.

2.09 Superintendents shall not be part of the bargaining unit.

ARTICLE 3 - HIRING

3.01 The Employer agrees to inform the Union of all position vacancies, covered by this Collective Agreement, and to secure all Employees for such vacancies from the Union subject to the provisions of Article 15 - Apprenticeship.

3.02 Further, the Employer agrees to stipulate the length of employment at the time of hiring and will guarantee employment for the stipulated period provided that the individual supplied by the Union has the necessary skill and ability to perform the work for which he or she was employed.

3.03 The Union agrees to furnish the necessary Employees, if available.

3.04 (a) Temporary General Bindery Help shall be excluded from Articles 1, 2, and 3 of this Collective Agreement until completion of sixty (60) days employment.

(b) Upon completion of above period the Employee shall be granted a General Bindery Help Work Permit for a maximum period of sixty (60) days.

ARTICLE 4 - JURISDICTION

4.01 All Employees (including foremen) performing all bindery, finishing, mailing, shipping, receiving and/or warehouse work and all other operations, hand or machine, which are branches of/or an evolution of those outlined in the Article 4 and any new bindery, finishing, mailing, shipping or warehousing process or processes shall be members of the Union in good standing and if such work is done by persons who are Employees of the Employer they shall be deemed to be engaged in bindery, finishing, mailing, shipping or warehousing work, irrespective of their place of work. The work set forth and described below and in Appendix "A" shall be deemed to be included in, but shall not exclude the generality of the foregoing. This clause shall apply to the plant of the Employer and/or any other plant or location to which the Employer moves all or any part of the said process or processes.

The Union hereby claims jurisdiction over the following classes of work.

- (a) All parts of ruling.
- (b) All parts of finishing.

- (c) The operation of all cutting machines.
- (d) The operation of all folding machines.
- (e) Each and every part of forwarding, whether by hand or machine.
- (f) Folding and sewing all books and pamphlets.
- (g) Feeding of ruling machines, folding machines and perforating machines.
- (h) Operating of sewing machines, numbering machines and wire stitching machines.
- (i) All other machines normally within the bindery.
- (j) All work for which people are employed in the bindery.
- (k) All work for which people are employed as referred to in Appendix "A".

4.02 Jurisdiction: The Employer agrees that in the event of installation of new or improved machines or processes for bindery production work, such machines or processes must be operated by Bookbinder No. 1 or Bookbinder No. 2 under this Collective Agreement, subject to Article 16, New Machines and Processes.

General workers shall not be allowed to do the work of a craft worker without permission of the Union and then only if paid the proper rate for the craft operation.

4.03 Bookbinder I

Set up and/or operate:

- Folder - excluding small folders such as Pitney-Bowes, Banda or similar.
- Cutting Machines (Guillotines).
- Gathering Machines (Large Multipocket) - excluding small gathering machine such as Pitney-Bowes, Thomas, G.B.S. or similar.
- Stitch & Trim Machines.
- Varnishing - excluding press varnishing and spirit varnishing.
- Bookback Gluers.
- Liner & Head Bander.
- Smashing Machine.
- Rounder & Backer
- Casing-In and Building-In Machine.
- Board Cutter.
- Cloth Cutter & Slitter.
- Case Maker.
- Stamping (i.e. Gold Foil, etc.)
- Die Making & Die Cutting (Heat Seal Binders) - excluding press die cutting.
- Marble Edging, Staining and Gilding.
- Carbon Processing Machine.
- Laminating - excluding small laminators such as G.B.S. or similar.
- Vinyl Heat Seal Machine.
- Indexing Machines - excluding small index or tab cutters such as Scott or similar.
- Mailing Machine (Cheshire or similar).
- Perfect Binding Machine - excluding small perfect binding devices.
- Paper Back Machines.
- Inserter - excluding inserter tipper.
- Book repairs.
- Shrink Wrap (large) set up and adjust.

4.04 Bookbinder 2

Set up and/or operate:

- Sewing Machines (all sewing machines).
- All Small Machines such as, but not limited to: punching, folding, perforating, hand stitchers, wire coil binding, plastic coil binding, joggers, tab or index cutters, round cornering, drills, small gluers, strippers, tippers and inserters, laminating such as G.B.S. or similar, small gatherers such as Pitney-Bowes, Thomas, G.B.S. or similar, shrink wrap.

Feed & Take Off

All machines in the bindery where helpers are required, as listed:

- Gathering Machines.
- Folding Machines.
- Liner & Head Bander.
- Case-In and Build-in.
- Stitch & Trim.
- Case Maker.
- Board Cutter.
- Vinyl Heat Seal Machines.
- Indexing Machines.
- Mailing Machines (Cheshire or similar).
- Perfect Binding.
- Paper Back Machine.

Handwork

Inserting, outserting, pasting, collating, labelling (other than for general addressing, shipping, etc.). Putting parts together and any operations similar to or associated with the foregoing.

4.05 Shipping, Receiving & Warehousing

Persons so employed shall be responsible for the performance of shipping, receiving and warehousing duties, including, but not limited to, the transportation and materials handling functions throughout the plant.

Any Employee engaged in these functions may apply for an apprenticeship vacancy in another area of the Union jurisdiction. Should such Employee be chosen to fill such a vacancy, they shall retain their current basic straight time day rate of pay until such time as the apprenticeship rate of pay, if lower, is equal to that which they earned as an Employee of the shipping, receiving or warehousing departments, at which time the normal provisions of Apprenticeship wage progression shall become effective. All other provisions of Apprenticeship - Article 15, shall apply.

4.06 General Bindery Help

Those who engage in general duties such as, but not limited to, the handling, packaging and movement of materials and goods or any other bindery work where little or no bookbinding skills are involved.

ARTICLE 5 - DUES CHECK-OFF

5.01 The Employer agrees, upon receipt of signed authorization to deduct from the earnings of each Employee, Union dues and assessments as authorized by the individual Employee and transmit same to the Union Office, not later than the tenth (10th) day of the following month. The Employer shall, at that time of making such payment to the Union, submit a typewritten statement in the manner requested on the forms supplied by the union (or facsimile) for this purpose. Cheques to be made payable to the Graphic Communications International Union, Local 525-M. It is agreed that the Union dues will be deducted from the Employee earnings each payday.

5.02 Such authorization shall not be revocable for a period of one (1) year, or until the termination date of this Collective Agreement or renewals thereof, or until termination of employment, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Employer.

ARTICLE 6 - WAGES

6.01 **June 1, 1997 June 1, 1998 June 1, 1999**

Bookbinder I.....	\$25.91	\$26.43	\$26.96
Bookbinder II.....	17.97	18.32	18.69

When the Union is unable to furnish the required Bookbinder IIs, the Employer may be permitted to employ temporary, part-time personnel at 75% of the rates shown, provided that they be placed on a Union Permit and that they shall be replaced by a Union member as soon as one becomes available in that classification.

Shipper or Receiver	19.45	19.84	20.23
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Warehouseman

(forklift or material handling)

Starting Rate	14.38	14.67	14.96
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After 1 year	16.12	16.44	16.77
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After 2 years.....	18.11	18.47	18.84
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General Bindery Help (Permanent)	10.86	11.08	11.30
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General Bindery Help Permit	9.32	9.50	9.69
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6.02 Rate Retention - During a shift when an Employee is transferred to or from a job carrying a higher rate for thirty (30) minutes or more, the higher rate is to apply for the entire shift.

6.03 Shift Differential

Night shift or graveyard shift will be paid at 115% of the day shift rate of pay.

6.04 Payment of wages shall be made weekly, except night shift and graveyard shift, which shall be paid on the day previous to the regular pay day.

6.05 All Employees who have not met the requirements of Article 36 shall receive nine percent (9%) of all earned wages in lieu of vacation and statutory holiday pay.

ARTICLE 7 - HOURS OF WORK

- 7.01** (a) The regular day shift shall be 7 working hours between 7:00 a.m. and 5:30 p.m.
- (b) The regular night shift shall be 7 working hours between 2:30 p.m. and 1:00 a.m.
- (c) The regular graveyard shift shall be 7 working hours between 10:00 p.m. and 8:30 a.m.
- (d) The regular work week shall be thirty-five (35) hours and the regular work day shall be seven (7) hours Monday to Friday inclusive, except in such Companies where mutual agreement has been reached after a vote, supervised by the Union, has been taken of the members in the Employer to allow the reduction in hours of work on the Friday of each week. Should such a system of reducing the work week prove unsuitable, the Employer may revoke the arrangement by giving four (4) weeks' notice of its intention. Prior to the giving of notice the Employer agrees to discuss the matter with the Union.

In Companies where the short Friday work week is in effect:

- (e) The regular work week shall be thirty-five (35) hours, Monday to Friday inclusive, and the regular work day, Monday to Thursday inclusive shall be seven and one-half (7-1/2) hours and on Friday of each week the regular hours of work shall be five (5) hours.

The night shift starting time shall be uniform Monday to Thursday inclusive and on Friday of each week the night shift shall start no later than the regular day shift quitting time.

When a holiday falls on a Friday, then Thursday shall be designated as the day in which the reduction in hours shall take place.

- (f) The Employer shall have the regular hours of work, including the regular starting time and the regular stopping time, for each department posted on the time clock or bulletin board at all times.
- (g) It is understood that in Companies where the short Friday prevails all G.C.I.U. members in the entire plant shall observe such hours of work.
- (h) There shall be a regular uniform departmental luncheon period of not less than one-half (1/2) hour or more than one (1) hour to be completed within not more than five (5) hours after the regularly posted starting time of the shift.
- (i) All time worked before or after the established shift to which an Employee has been assigned shall be considered to be overtime.

7.02 Every effort will be made to ensure that there will be twenty-four (24) hours' notice of a shift change.

7.03 When an Employee is required to change his shift, he shall receive twelve (12) clear hours before he starts a new shift.

7.04 Priority members shall have choice of shifts and starting times, provided that changes shall be made only when openings occur and also provided no changes shall be made which, in the opinion of the working supervisor, decreases efficiency of the office.

7.05 A shift scheduled to start at twelve midnight, or after, on Friday, shall be considered to be a Saturday shift and paid in accordance with Article 11.

7.06 A shift scheduled to start at twelve midnight, or after, on Saturday, shall be considered to be a Sunday shift and paid in accordance with Article 11.

7.07 A shift scheduled to start at twelve midnight, or after, on Sunday, shall be considered to be a Monday shift and paid in accordance with Article 6.

ARTICLE 8 – CALL IN AND REPORTING PAY

8.01 Any Employee reporting for work shall be guaranteed a full days' pay, except in the event of: Employee's own lateness; voluntary leaving before the end of the shift; short shifts to share the work.

8.02 Any Employee injured while working on the job and requiring medical attention and, therefore, unable to finish his days' work shall be paid for a full day.

8.03 An Employee called back to work shall be paid for a minimum of three (3) hours at his applicable overtime hourly wage. Call back for the purposes of this clause shall be defined as an Employee having completed a shift and having left the plant.

8.04 It is agreed that when overtime that has been scheduled for a Saturday, Sunday or a holiday is cancelled after the Employees so scheduled have left the plant, the firm shall pay the Employees involved an amount equal to three (3) hours wages at one and one half (1-1/2) times his or her regular pay.

ARTICLE 9 - REDUCED SCHEDULE

9.01 Whenever slack periods occur in the shop or any of its departments, the Employer agrees to discuss with the Union all problems of employment and hours of work which would disturb the continuity of employment for those members who have been regularly employed for six (6) months or more.

9.02 (a) Should conditions warrant a reduction of working hours, the Employer shall designate the number of hours of work, providing such reduction shall be equal on each day of the week and shall affect those departments over which the Union has jurisdiction. Notice of any change in the schedule of hours shall be posted prior to one (1) full working day before such change becomes effective, but the Employer shall make every reasonable effort to give the maximum notice possible.

(b) At any time that a department is on Reduced Schedule no person in a department that is not on Reduced Schedule shall be permitted to work in that department that is on Reduced Schedule.

(c) In no instance shall hours of work be reduced to less than six (6) hours per day or thirty (30) hours per week. As an option a shop or department may be placed on a four (4) day week at seven (7) hours per day. Change of working schedule shall be limited to one change per calendar week. Return to normal shift shall not be considered a change for the purpose of this section.

(d) It is agreed that in the event that the provisions of this Article 9 - Reduced Schedule, are not adequate to meet the reduced production requirements, the Employer shall, prior to shortening staff, apply a "share the work" programme for a limited period not to exceed six (6) weeks. Under such programme each regular Employee shall share equally in the available work and a list shall be kept and posted to ensure that the lay-offs are equitable to all Employees. If the production requirements do not then provide full employment for all regular Employees, a shortening of the regular staff shall be effected to the extent that will provide full employment to the staff retained.

9.03 The above procedure shall be followed before there are any lay-offs among Employees that have worked for the Employer for at least six (6) months except where it can be proven that an Employee who, by the nature of his position, is indispensable to the continued operation of a department. Notice of lay-off shall be given as set out in Article 10.04.

9.04 If it is agreed that the foregoing provisions of this Article 9 are unworkable the Employer shall meet with the Union President or his designate(s) and if a mutually acceptable agreement can be reached on a workable solution, such solution may be implemented for a specified period of time.

9.05 When the schedule of working hours is reduced such reduced hours shall constitute the regular time, and work performed in excess thereof shall constitute and shall be paid for at overtime rates.

9.06 When a reduced schedule is in effect, there shall be no overtime scheduled except:

(a) When a reduced schedule is in effect or short shifts are in force, overtime of one (1) hour or less is permitted to complete a job or operation in progress.

(b) When a reduced schedule is in effect, there shall be no overtime scheduled except short periods to complete jobs in progress; the total weekly overtime so scheduled shall not exceed five (5) hours in any week per Employee.

9.07 Employees shall not be denied a regular shifts' pay - in accordance with Articles 12 and 13 - for Holidays and/or vacation days falling within a period of reduced working schedules.

ARTICLE 10 - LAYOFF AND DISCHARGE

10.01 No Employee may be disciplined or discharged, except for just cause. Before the discipline or discharge of a Shop Delegate or Officer of the Local, the Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer and to call in the International for this purpose when an Officer of the Local is involved. In the event of a discharge of an Employee, the Employer shall simultaneously furnish reason for such discharge in writing.

10.02 In the event of a lay-off for less than twenty-one (21) consecutive calendar days an Employee shall be considered an Employee of the Employer for all purposes except payment of wages.

10.03 In the event that a reduction of the work force by reason of lay-off or discharge causes the ratio of journeymen to apprentices to be destroyed in a department or shop, the apprentice shall, at the end of two (2) months thereafter be released and shall not be re-employed until the ratio has been re-established. Should a formal request be made to the Union, within the two (2) month period for the number of journeymen that would re-establish the proper ratio and the Union be unable to provide the journeymen required, the apprentice may be retained. Should the request be withdrawn, however, the apprentice shall be released forthwith.

10.04 Any Employee who has been regularly employed in the same establishment for a period of six (6) months or more and who is separated from employment because of lack of work, job obsolescence or similar reasons, shall be given two (2) weeks' notice, or, in lieu thereof, two (2) weeks' pay. This shall not apply in the case of temporary lay-off of less than four (4) weeks.

An Employee must give at least one (1) weeks' notice of termination and when he does so, shall be allowed to complete that week or be awarded a weeks' pay in lieu thereof, except that this shall not interfere with the Employer's right to discharge for cause.

ARTICLE 11 - OVERTIME

11.01 The Employees agree to work such overtime as may be reasonably necessary to meet production requirements, provided that if any Employee gives legitimate reason for not being able to work overtime, the Employer will not require him to do so.

11.02 That for all hours worked in excess of the regular work day on any day from Monday to Friday inclusive, the Employee shall receive two (2) times his hourly wage.

11.03 (a) All work performed on any Saturday shift (ref. Article 7.05) or Sunday shift (ref. Article 7.06) will be paid for at two (2) times the Employees regular straight time rate of pay.

(b) All work performed on Statutory Holidays shall be paid for at three (3) times the hourly rate (including holiday pay) granted in accordance with Article 12.01 and 12.02.

(c) Employees called to work on a Saturday shall be paid for a minimum of four (4) hours. Employees called to work on a Sunday or Statutory Holiday shall be paid for a full shift (ie. 7 hours).

11.04 Wherever possible there will be twenty-four (24) hours notice of overtime with a minimum of four (4) hours, except in the case of equipment breakdown or like emergencies during the course of the day or in the case of the required amount of overtime being one (1) hour or less.

11.05 In no instance shall apprentices be allowed to work overtime unless with a Journeyperson, except that an apprentice who has started a job during the regular shift, has had it approved by the Supervisor as being correct, may work overtime to complete the job. Subject to the provisions of Article 15.05, Apprenticeship.

11.06 Banked Overtime:

(a) At the Employee's option, overtime may be paid at applicable overtime rate; banked in the "banked days" program or split; with the Employee paid at straight time for the overtime hours and the balanced being banked.

(b) Administration procedures for Banked Hours:

- 1) Time to be taken off at a mutually agreed time.
- 2) Minimum amount of banking at any one time - one (1) hour.
- 3) Unused banked time to be paid out in full upon written application of the Employee, however no later than the end of each Collective Agreement year or wage increase period.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 Employees shall be granted a holiday from work with pay, at the hourly rate received by the Employee during the week in which the holiday is celebrated, for all days named herein, and all others named under the General Holidays Act of British Columbia or declared by the Provincial or Federal Governments.

New Years Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
B.C. Day (First Monday in August)

Labour Day
Good Friday
Easter Monday
Victoria Day (May 24th)
Dominion Day (July 1st)

Easter Monday may be changed to another day when a majority of the Employees covered by this Collective Agreement and the Employer agree, by mutual consent to do so.

- 12.02** (a) Holidays that fall on a Sunday shall be celebrated on the following Monday.
- (b) Holidays that fall on a Saturday shall be celebrated on the preceding Friday or on the following Monday.
- (c) Holidays that fall on Friday and Saturday - the Saturday holiday shall be celebrated on the following Monday.
- (d) Holidays that fall on Sunday and Monday - the Sunday holiday shall be celebrated on the Tuesday next following or the preceding Friday.
- (e) All departments for which the Union is certified must observe the holidays on the same day.

12.03 When a Statutory or declared holiday, as defined under Article 12, comes in an Employee's vacation - he shall receive one extra day's vacation with pay at straight time, at a time mutually agreed between the Employee and the Bindery Superintendent.

ARTICLE 13 - VACATIONS

13.01 Employees who have less than one (1) year of continuous service with the Employer and less than one (1) year of continuous membership in Local 525-M shall accrue and be paid vacation pay as follows:

- (a) From the Employee's date of employment up to July 1st in that vacation year - Four percent (4%).
- (b) July 1st and after - Six percent (6%).

13.02 Employees who have completed one (1) year or more of continuous service with the Employer or one (1) year or more of continuous membership in Local 525-M shall receive three (3) weeks of vacation with pay in the amount of six percent (6%) of the total wages earned during the time for which vacation credits are computed, or three (3) weeks of vacation with pay at the Employee's current weekly (day shift) rate of pay, whichever is greater. It is understood that should an Employee qualify under this section by June 30th of any year, he or she shall receive three (3) weeks of vacation during that year.

13.03 Employees who have completed five (5) years of continuous membership in Local 525-M shall receive four (4) weeks of vacation with pay in the amount of eight percent (8%) of the total wages earned during the time for which vacation credits are computed, or four (4) weeks of vacation with pay at the Employee's current weekly (day shift) rate of pay, whichever is greater. It is understood that should an Employee qualify under this section by June 30th of any year, he or she shall receive four (4) weeks of vacation during that year.

13.04 Employees who have completed ten (10) years of continuous membership in Local 525-M shall receive five (5) weeks of vacation with pay in the amount of ten percent (10%) of the total wages earned during the time for which vacation credits are computed, or five (5) weeks of vacation with pay at the Employee's current weekly (day shift) rate of pay, whichever is greater. It is understood that should an Employee qualify under this section by June 30th of any year, he or she shall receive five (5) weeks of vacation during that year.

13.05 (Supplemental Vacation) Employees who have completed twenty (20) years as a member of the Local shall receive one (1) additional day of vacation with pay and one (1)

additional day of vacation with pay for each additional year of membership to a maximum of five (5) days (i.e.)

- 1 additional days vacation with pay after 20 years
- 2 additional days vacation with pay after 21 years
- 3 additional days vacation with pay after 22 years
- 4 additional days vacation with pay after 23 years
- 5 additional days vacation with pay after 24 years

The total entitlement of supplementary vacation days must be taken together, however, they may be taken separate from regular vacations or added to regular vacations as mutually agreed between the Employee and supervisor.

With respect to the supplemental vacation only, the provisions of Article 13.17 re March 1st may be waived by mutual agreement between the Employee and supervisor.

It is understood that should an Employee qualify under this section by June 30th of any year, he or she shall receive the appropriate supplementary vacation with pay during that year.

13.06 Employees who have completed twenty (20) years in the industry shall receive five (5) weeks of vacation with pay in the amount of ten percent (10%) of the total wages earned during the time for which vacation credits are computed, or five (5) weeks of vacation with pay at the Employee's current weekly (day shift) rate of pay, whichever is greater.

"In the Industry" shall mean within the geographical jurisdiction of the Graphic Communications International Union.

13.07 Employees when leaving an establishment for any reason shall receive in addition to all other amounts due him or her, accumulated vacation pay in the amount of six percent (6%) of total wages earned for those whose entitlement is for three (3) weeks of vacation, eight percent (8%) of total wages earned for those whose entitlement is for four (4) weeks of vacation and ten percent (10%) of total wages earned for those whose entitlement is for five (5) weeks of vacation, twelve percent (12%) of total wages earned for those whose entitlement is for six (6) weeks, including supplemental vacation. This shall likewise apply in the case of death in which event the amount shall be paid to the legally recognized beneficiary or in the absence thereof to the estate of the deceased.

Where an Employee is entitled to less than five (5) days of supplemental vacation he/she shall receive vacation pro-rated in the amount of four tenths (.4) of one percent (1%) for each day of entitlement.

13.08 The time of the year that each Employee shall take such vacation shall be determined and arranged by the Supervisor and Management after consultation with the Shop Steward. Where practicable choice of vacation periods shall be allowed in priority order. This provision, however, shall not apply in situations where the entire plant is to be closed for vacations.

A copy of the plant vacation list (as up to date as possible) will be submitted to the Union by June 15 of each year.

13.09 If, at the request of Management, an Employee is required to take his vacation at a time other than which he has chosen, as permitted by his priority standing in an office, he shall be allowed one (1) week extra, with pay.

13.10 When a Statutory or declared Holiday, as detailed in Article 12 comes within an Employee's vacation - he shall receive one (1) extra days' vacation at straight time.

13.11 Vacation pay will not be taken in lieu of vacation.

13.12 For the purpose of winter vacations, vacation must be taken before the end of February of the following year.

13.13 Vacation pay and Statutory Holiday pay shall be considered earnings for the purpose of computing vacation pay.

13.14 In the event of a cessation or suspension of operations, earned vacation credits shall be deemed wages earned and shall be paid forthwith.

13.15 For the purpose of this Article 13 the year in which vacation credits are to be computed shall be the twelve (12) month period beginning July 1st of each year and ending June 30th of the following year.

13.16 Vacation List to be posted on Notice Board by April 1st of each year, and Employees to notify the Employer by May 1st, when they are having vacations.

13.17 During the year in which vacations are being earned, no Employee's vacation or part of vacations earned during that year shall be scheduled prior to March 1st without the Employee's consent.

13.18 It is agreed that the Employer shall not be obliged to fill the positions of Employees on vacations, but may do so at its discretion. The Employee shall not be required to find a replacement for his position in order that he may take his vacation.

13.19 Every second year an Employee can have three (3) weeks of the allowable vacation time consecutively, the balance of vacation if any, will be taken at times mutually agreed between the Employee and the Supervisor.

13.20 In the event that an Employee has not lost more than three (3) months of employment due to sickness or injury or one (1) month due to layoff or other reasons beyond his control, he or she shall remain eligible for full vacation benefits as determined by the length of his or her continuous Union membership, or continuous service, or in respect to twenty (20) years of service in the industry and he or she will be entitled to a full weekly pay (as defined in this Article 13) for each week of vacation. In cases where the above provisions have been exceeded the excess time shall be deducted from the Employee's time for which vacation credits are computed.

It is understood that the above provisions do not negate the option of using the appropriate percentage of the previous year's total earnings if it produces greater vacation pay.

ARTICLE 14 - EDUCATIONAL TRAINING AND RETRAINING FUND AND PROGRAM

14.01 Effective June 1, 1996, the Employer shall pay five dollars and fifteen cents (\$5.15) per week and effective March 19, 1998 the Employer shall pay five dollars and forty-five cents (\$5.45) per week and effective June 1, 1998 the Employer shall pay five dollars and eighty-five cents (\$5.85) per week and effective June 1, 1999 and thereafter, the Employer shall pay six dollars and twenty-five cents (\$6.25) per week for each Employee covered by this Collective Agreement to the Vancouver Local No. 525-M, Graphic Communications International Union, Educational Training and Retraining Trust Fund for the purpose of providing education and training for apprentices and retraining for journeymen.

The Trust Fund shall be controlled and administered by a Board of Trustees which shall consist of an equal number of Employer Trustees and Union Trustees, in accordance with the terms of the Trust document establishing and governing the operations of the fund.

14.02 Indentured apprentices shall be required to take the training courses in their respective branch of the trade as provided by the Graphic Communications International Union in accordance with the rules, regulations and requirements as established from time to time.

14.03 There shall be no additional charge to the Employer for those Employees in their employ who are eligible for training and retraining as eligible apprentices or journeymen whose jobs have been affected by technological changes.

14.04 Payments required under this Article shall be due and payable on the tenth (10th) day of each month. If the Employer is in default in payment required under this article for more than thirty (30) days, it shall be liable for and agrees to pay such legal, court and/or other costs incurred in collection proceedings.

14.05 The Parties agree to be bound by the terms of the Agreement and Declaration of Trust establishing the aforesaid Fund as the same may be amended from time to time and the rules, regulations and plans adopted by the Trustees from time to time. The Employer further agrees that the Employer Trustees designated under such Agreement and Declaration of Trust are so designated as Employer Trustees on its behalf.

14.06 Joint Educational Training and Retraining Committee

There shall be a Joint Training and Retraining Committee consisting of equal number of representatives of the Employer and the Union. They shall administer and supervise training of apprentices and retraining of journeymen. The Committee shall be responsible for the training of apprentices and retraining of journeymen who may be or are displaced because their jobs were affected by technological changes. If the apprentice or journeyman to be retrained feels that the Agreement has not been observed, and he has not been able to obtain satisfaction, he may appeal to the Committee for disposition.

The Committee shall designate its Chairman and Secretary. The Committee shall meet whenever necessary and upon call of the Chairman or any two (2) members of the Committee.

14.07 The Employer agrees that members who are, or have attended the Graphic Arts Training Institute shall have first opportunity to fill unfilled job vacancies in areas in which they have taken related training.

If requested by the Employer and authorized by the applicant, full details regarding such training and levels of achievement will be supplied.

Rates for persons so hired shall be mutually agreed between the parties to this Collective Agreement.

ARTICLE 15 - APPRENTICESHIP

15.01 All apprentices shall serve a ninety (90) calendar day probationary period. Terms of apprenticeship including probationary time:

- (a) Bookbinder I - Four (4) years
- Bookbinder II - Two (2) years

(b) Four Year Apprenticeship Bookbinder I

First year starting rate	50%	Second Six Months	56%
Second year	62%	Second Six Months	68%
Third year	75%	Second Six Months	81%
Fourth year	87%	Second Six Months	93%
Thereafter - Journeyman rate.			

Two year Apprenticeship Bookbinder II

First year starting rate	60%	Second Six Months	70%
Second year	80%	Second Six Months	90%
Thereafter - Journeyman rate.			

15.02 (a) The ratio of apprentices shall be as follows:

- One Bookbinder I apprentice up to three Bookbinder I
- Two Bookbinder I apprentices up to five Bookbinder I
- Four Bookbinder I apprentices up to ten Bookbinder I

One additional Bookbinder I apprentice to each additional four Bookbinder I. Except where three Bookbinder I and only one Bookbinder I apprentice are employed, one additional Bookbinder I apprentice may be hired when the senior Bookbinder I apprentice enters the last year of apprenticeship.

- (b) One Bookbinder II apprentice up to three Bookbinder II
- Two Bookbinder II apprentices up to five Bookbinder II
- Four Bookbinder II apprentices up to ten Bookbinder II

One additional Bookbinder II apprentice to each additional four Bookbinder II. Except where three Bookbinder II and only one Bookbinder II apprentice are employed, one additional Bookbinder II apprentice may be hired when the senior Bookbinder II apprentice enters the last year of apprenticeship.

15.03 It is agreed that the Employer and the Union shall work together and with the Apprenticeship Department of the Department of Labour to improve the Apprentice Training Program. All apprentices shall be required to attend the classes provided as a part of their apprenticeship. Failure to do so shall result in (a) extension of the apprenticeship period or (b) a delay in the normal increments of pay or (c) removal of the individual from the apprenticeship program or any combination of the foregoing. Determination of the apprentice's progress shall be the responsibility of the Department Supervisor. However, where remedial action is to be taken it will be a joint decision made by the Employer and the Union.

15.04 Each apprentice shall receive as much practical on-job training as possible, relative to the size of shop in which he/she works. However, he/she shall become proficient in the operation of at least two pieces of equipment relative to the apprenticeship program in which he/she enrolled.

15.05 No apprentice shall work without supervision or be made responsible for a machine until at least one-half of the apprenticeship period has been completed.

15.06 Bookbinder IIs shall be given first consideration for Bookbinder I apprenticeships. If accepted, the Bookbinder IIs shall serve a further three (3) years apprenticeship under the Bookbinder I apprentice program. All of the provisions of Article 15 shall apply to this method of progression. Starting rate shall be at the 12 month level of Bookbinder I apprentices; provided such rate be not less than the Bookbinder II rate.

15.07 No apprentice shall be required to perform any work not related to the branch of the trade to which indentured, except in case of emergency, or in the case of a make-work situation during any slack period.

15.08 The Employer agrees to inform the Union office when an apprenticeship opening occurs.

Members shall be given first consideration for apprenticeships.

ARTICLE 16 - NEW MACHINES OR PROCESSES

16.01 The Employer agrees that in the event of the installation of new or improved machines or processes for work covered in the jurisdiction clause of this Collective Agreement, such machines or processes must be operated by Employees covered under this Collective Agreement and under a scale of wages and conditions of work agreed upon by a Joint Committee equally represented by the Employer and the Union.

16.02 The Employer further agrees to give the Union ninety (90) days' notice in writing prior to the installation of any such equipment or adoption of new processes and during such ninety (90) days, to meet with the Union at any time upon request, for consideration of the manning of such machines or handling of such processes, the conditions of work, and any other matter relating hereto, including the development of programmes for the retraining or rehabilitation of Employees in new skills required so as to avoid, if possible, lay-offs resulting from the introduction of new types of equipment or new processes.

The wages, when finally adopted, shall be retroactive to the date of beginning of operation of such equipment or process.

16.03 The Employer agrees that it will not change its present method of production before giving ninety (90) days' notice of such proposed change to the Union in order that the parties may meet to consider whatever other related changes are required.

16.04 The parties hereto agree that any dispute arising out of changes to the present complement of help on any machine can be referred to the Joint Committee.

ARTICLE 17 - TECHNOLOGICAL DEVELOPMENTS

17.01 The parties recognize that technological developments, if they are to further the continued growth of the Graphic Arts Industry, place a responsibility upon the Employer to explore and promote new markets, and require the co-operation of the Employer and the Union in the development of new skills.

17.02 In order to ensure the orderly and most advantageous introduction of new types of equipment and processes, the parties agree to meet upon request of either party, to consider and develop programs for the retraining or rehabilitation of Employees in new skills required, so as to avoid if possible layoffs resulting from the introduction of new types of equipment or new processes.

The employer agrees to provide facilities and sufficient time without the loss of regular weekly wages in order that the required number of Union members, as required by the Employer, may become proficient in the operation of any new processes or equipment introduced by the Employer, thereby enabling the Union to provide sufficient competent members to meet the intent of this Collective Agreement. This does not preclude members from training on their own time.

17.03 The employer agrees to actively assist in retraining Employees affected by technological change. Such assistance will include but not be limited to making such new technology accessible to affected persons through the Training Institute and its Director for in-plant training programs.

ARTICLE 18 - SEVERANCE PAY

18.01 Where a technological change is introduced by the Employer which results in a loss of employment for any Employees who have more than one year of employment with the Employer, Employees shall receive from the Employer, severance pay of one (1) weeks' pay per year or major fraction thereof to a maximum of ten (10) weeks. The B.C. Employment Standards provisions covering notice or pay in lieu of notice on termination shall be in addition to the foregoing.

ARTICLE 19 - PIECE WORK AND BONUS

19.01 It is further agreed by the Employer that no piece work or bonus system be inaugurated in any of the departments over which the Union has jurisdiction, and no Employee shall be put on salary to the exclusion of overtime.

ARTICLE 20 - STRUCK AND/OR DISPUTED WORK

20.01 The Union reserves to itself and its members the right to refuse to execute all struck work received from or destined to unfair employers or publications.

20.02 It is further stipulated that the Union reserves to itself and its members the right to refuse to execute work received from and/or destined for an employer with whom it has a dispute or controversy during a legal strike.

ARTICLE 21 - INDIVIDUAL RIGHT OF EMPLOYEE

21.01 The Employer agrees that it will not discharge, discipline or discriminate against any Employee for any lawful Union activity or for serving on a Union Committee, or for reporting the violation of any provision of this Collective Agreement or for refusing to handle any work of the type described in the struck and/or disputed work clause.

21.02 The Employer agrees to grant leave of absence without prejudice to a maximum of three (3) weeks in each two year period, to the Employee who has been elected to represent the Union at the Convention, a conference or a seminar of the Graphic Communications International Union, subject to the following:

(a) That in respect to the International Convention, the Union shall give the Employer at least thirty (30) days' notice, and in the case of a conference or seminar ten (10) working days' notice of the name of the delegate for whom the leave of absence will be required.

(b) That the Union will make every effort to provide a qualified substitute.

(c) Additional leaves of absence shall not be unreasonably denied.

21.03 The Employer agrees that adequate time off shall be allowed to the chosen Employee representative for Collective Agreement negotiations. To facilitate a regular income for the Employee, the Employer will pay the Employee his or her regular straight time wage and the Employee shall turn over the Employer his or her earnings from the Union as soon as received. The Employer shall continue payments into all benefit plans of behalf of those Employees so chosen to include but not limited to Pension, Health and Welfare, Dental, etc.

21.04 The Employer agrees that members shall not be discharged during periods of absence because of illness, injury or vacation, and that upon return from such absence the member shall be re-employed in his or her former job, unless the parties to the Collective Agreement determine that the member is unable to perform his or her former duties. It is further agreed that in the event that someone is employed to perform the duties of a member who is absent for the reasons outlined in this paragraph, such person shall be advised that he or she is being employed to fill such position only until the regular Employee returns.

21.05 In addition to regular maternity leave provisions, an Employee is entitled, on application to the employer, to unpaid leave of absence under the following circumstances:

Where a certificate of a qualified medical practitioner is provided stating that leave is required before or after the birth of a child for reasons of the health of either the mother or the child, due to complications arising from pregnancy or because of special circumstances requiring post-natal care.

ARTICLE 22 - TRADE SHOP

22.01 It is further agreed that any bindery or finishing work which is necessary to be sent to a "Trade Shop" must be sent to a Union Trade Shop and handled only by members of the Graphic Communications International Union, if such trade shop is available.

ARTICLE 23 - WELFARE

23.01 It is agreed that the Welfare Fund and Plan will be maintained as set out in Appendix "B" of this Collective Agreement.

23.02 It is agreed that the Dental Fund and Plan will be maintained as set out in Appendix "D" of this Collective Agreement.

23.03 It is agreed that the full U.I.C. premium reduction including the Employee's 5/12th share will be retained by the employer.

23.04 It is agreed that Sick Leave shall be maintained as set out in Appendix "E" of this Collective Agreement.

ARTICLE 24 - PENSION

24.01 It is agreed that the Pension Plan will be maintained as set out in Appendix "C" of this Collective Agreement.

ARTICLE 25 - SUPPLEMENTAL RETIREMENT AND DISABILITY

25.01 Effective June 1, 1996, the Employer shall pay an amount equal to six and one-half percent (6.5%) of basic day rate earned by each Employee, and effective March 19, 1998 the Employer shall pay an amount equal to six and one-half percent (6.5%) weekly wages of gross earnings, earned by each Employee covered by this Collective Agreement to the G.C.I.U. Supplemental Retirement and Disability Fund, hereinafter referred to as the Retirement Fund, established under an Agreement and Declaration of Trust administered by a Board of Trustees, composed of equal numbers of Employers and Union representatives for the purposes of providing retirement, disability and/or associated benefits for Employees or their beneficiaries on whose behalf payments are made by the Employer and for financing the expense and operation and administration of the Retirement Fund. The term "basic day rate" as used herein, shall mean the basic day rate of an Employee in his classification, including leave of absence due to sickness and layoff, for as long as the Employee's name is maintained on his employer's payroll, but excluding payment for overtime, premiums, shift differentials or any periods of labour dispute while the Employees are not working. Effective March 19, 1998 the term "gross weekly wages" as used herein shall mean all monies earned by an employee including but not limited to leave of absence due to sickness and layoff, for as long as the employee's name is maintained on the Employer's payroll, pay for overtime, shift differentials, holidays, vacations, etc excluding payments for any periods of labour dispute while the employees are not working. The parties agree that participation in and coverage by the Retirement Fund may be extended to the Employees of any other employer under Collective Agreement with the G.C.I.U. and to the full time Employees and Officers of any other Union entity or employer Union entity, provided that payments are made on behalf of such Employees or officers and to all others covered under the terms of the Agreement and Declaration of Trust.

25.02 All payments to the Retirement Fund shall be by cheque or other order for money payable to the G.C.I.U. Supplemental Retirement and Disability Fund and shall be transmitted monthly to a Canadian Trust Employer, or Banking Institution, appointed by the trustees. Concurrent with the payment by the Employer, the Employer shall submit such reports as the Trustees deem necessary for the purpose of properly administering the Trust and payment of benefits. All payments by the Employer required hereunder shall be due and payable within ten (10) days after the payroll period of the week or month for which such payment is required.

25.03 If the Employer is in default in making payments required under this Article for more than thirty (30) days, it shall be liable for, and agrees to pay such legal, court and/or other costs incurred in collection proceedings and the Union may take any action it deems advisable notwithstanding other provisions of this Collective Agreement.

25.04 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Employer as having being received by it, establishing the aforesaid Retirement Fund, as the same may be amended from time to time and further agrees to be bound by the rules, regulations and plans, as may be adopted by the Trustees from time to time. The Employer further agrees that the Employer designated Initial and Successor Trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as Employer Trustees on its behalf.

25.05 Notwithstanding Article 39 of this Collective Agreement, the Employer's obligation to make payment to the Graphic Communications International Union Supplemental Retirement and Disability Fund shall survive the termination of this Collective Agreement and shall continue in full force and effect in accordance with the terms of this Article 25. The Employer further agrees that all the terms and conditions of the Agreement and Declaration of Trust of the

Graphic Communications International Union Supplemental Retirement and Disability Fund shall be applicable and binding upon the Employer during the period that contributions to such Fund are to be made pursuant to the provisions of this Article 25.

ARTICLE 26 - DEFAULT IN PAYMENT TO FUNDS

26.01 In the event that the Employer shall be in default in any payment to be made to the Union pursuant to the terms of this Collective Agreement, to include without restriction, Pension Fund or Funds, Welfare Fund, Education Fund, Dental Fund, remittance of Union dues by check-off, the Employer agrees to bear all costs of collecting such monies including Legal Fees and further agrees that all accounts in this regard shall bear a penalty calculated at the consumer loan interest rate at the Royal Bank, plus two percent (2%) from the date such arrears occur until the date of payment. Such interest rate to be adjusted semi-annually January 2nd and July 2nd of each year.

26.02 The parties agree that effective the beginning of the new Collective Agreement period, strict enforcement of the provisions be initiated. Failure to make payment without reasonable arrangements or discussion with the administrator shall result in whatever action is necessary to collect defaulted payments.

ARTICLE 27 - PICKET LINES

27.01 Notwithstanding any other provisions of this Collective Agreement, the failure or refusal of any Employee to pass through or work behind any Picket Line lawfully established, shall not be deemed a breach of this Collective Agreement, and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 28 - GRIEVANCE AND ARBITRATION

28.01 Should differences arise as to the interpretation or application of the provisions of this Collective Agreement or should grievance occur within a department covered by this Collective Agreement, this to include discharge or termination without cause, there shall be no strike, stoppage of work or suspension of work by the Union or Employees or lockout by the Employer on account of such differences or grievance until the following procedure has been carried out:

28.02 (a) Grievances are to be submitted within twenty (20) working days of occurrence, such time may be extended by mutual agreement of the parties. The Employee or Employees, or the Employer shall report the grievance to the shop foreman or shop steward, the latter shall take the matter up with a representative of management or report the matter to the Union representative who shall then take the grievance up with management.

(b) If no settlement is then arrived at, either party may notify the other in writing by registered mail of the question or questions to be arbitrated and the name and address of its choice of an arbitrator. After receiving such notice and a statement, the other party shall, within five (5) days agree to the proposed single arbitrator or suggest alternate arbitrator(s). If the two parties fail to agree on a single arbitrator within three (3) days, they shall forthwith request the Labour Relations Board to appoint an arbitrator.

(c) The Arbitrator shall have the power in allowing a grievance to rectify the matter complained of, including the awarding of lost pay, if any, and reinstatement in employment.

The decision of the Arbitrator shall be final and binding upon both parties. However in no event shall the arbitrator have the power to alter or amend the Collective Agreement in any respect.

(d) The parties mutually agree to exclude the operation of Section 96. Sub-section 1 of the "Labour Code of B.C. Act" from this Collective Agreement, except where the Union is claiming that the Employer is in default in payment to the Union for Pension fund or funds, Welfare fund,

Education fund, Dental fund, remittance of union dues and the cost of collecting such monies including legal fees and penalties as outlined in Article 26 of the Collective Agreement.

ARTICLE 29 - BULLETIN BOARDS

29.01 It is agreed that there shall be at least one bulletin board readily available to each department which will be available to the Union for the posting of notices and other items of interest to members.

ARTICLE 30 - SHOP STEWARDS AND UNION REPRESENTATIVES

30.01 The Union agrees to advise the Employer by letter the name or names of the Shop Steward and of any change of Shop Steward immediately.

30.02 If a Shop Steward desires to consult a Union Representative regarding an alleged infraction of this Collective Agreement, he may do so in the Shop during working hours.

30.03 The Business Representative or other duly authorized Union Representative shall be permitted to visit the plant during operating hours for the purposes consistent with the Collective Agreement, provided that he first notifies management before entering the plant. The time of the visit shall be mutually agreed by the parties hereto.

30.04 The Employer agrees that the essential communication between the Union officials and the Shop Steward shall not be unreasonably denied.

30.05 The Employer when issuing a formal warning to an Employee, which must be in writing, shall advise the Shop Steward and Union Office.

30.06 Upon request by the Shop Steward, the Employer shall advise him of the source of any work brought into the plant from outside. Such request shall not interfere with the normal production of the plant.

ARTICLE 31 - HEALTH AND SAFETY

31.01 (a) The Employer is responsible to make all reasonable provision for the safety and health of its Employees during working hours. The Union agrees that it will co-operate in the enforcement of safety rules and other Employer regulations. In accordance with the Regulations made pursuant to the provisions of the Workers' Compensation Act (B.C.) - there shall be a Union-Employer Safety Committee set up in each shop. This committee shall be responsible for the observance of safety conditions within the shop.

(b) Whenever machines are being operated, at least two (2) Employees shall be in the immediate area where such machines are being operated.

31.02 The plant shall be kept in a clean, well ventilated and sanitary condition at all times. Such necessary facilities shall be furnished by the Employer as will tend to the observance of this provision, and the Employees shall co-operate with the Employer in this regard.

31.03 (a) All safety clothes or accessories that Employees are required to have or wear by decision of the Safety Committee, the Workers' Compensation Board or the Employer shall be provided by the Employer.

(b) There shall be a safety footwear allowance of one hundred dollars (\$100.00) per year for all full time Employees. Orthotics are included where not covered by the G.C.I.U. Local 525-M Health and Welfare Extended Health benefits plan.

31.04 The Employer agrees that it will require its suppliers to provide evidence that new chemicals being introduced into the plant are non-injurious.

31.05 When new chemicals are introduced into a department or plant, such chemicals, if not previously tested and proven to be non-injurious to the Employees shall, upon request, be submitted to the B.C. Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the Employees within the department or plant. Such confirmation or other recommendation by the B.C. Research Council or Workers' Compensation Board shall be accepted by both parties to this Collective Agreement.

31.06 The employer shall have all bindery Employees given an audiometric test on an annual basis, subject to testing by the W.C.B. Hearing Branch to confirm the need for such tests. In the event that such tests are conducted Employees shall have access to their test results.

31.07 (a) The Employer agrees that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

(b) Where an Employee selected by the Employer performs first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees who are acting as a First Aid Attendant shall receive the following allowance on the basis of the certificate that they hold:

- Level I - \$0.45 per hour
- Level II - \$0.55 per hour
- Level III - \$0.75 per hour

ARTICLE 32 - JURY DUTY

32.01 The Employer will pay an Employee who is required for Jury Service or as a Crown Witness or a Subpoenaed witness in any court, for each day of service, the difference between his or her regular shift straight time hourly rate for the number of hours he or she missed from his or her regular shift, and payment he or she received for Jury Service. The Employee will present proof of Jury Service and the amount of pay received.

32.02 When an Employee is excused from Jury Duty, Crown or Subpoenaed Witness Duty for one half (1/2) day or more, he or she must return to the Plant and complete his or her regular shift if it is available to him or her.

32.03 When an Employee is working a night shift or graveyard shift during the period that he is serving on Jury Duty or appearing as a Crown or Subpoenaed Witness he shall be excused from the total shift for any day on which he or she has been required to appear for jury selection or duty.

32.04 To facilitate a regular income for the Employee, the Employer will pay the Employee his or her regular straight time wage and the Employee shall turn over to the Employer his or her earnings from the Jury Duty or Crown or Subpoenaed Witness Duty as soon as received.

ARTICLE 33 - BEREAVEMENT LEAVE AND PAY

33.01 A regular Employee will be granted up to five (5) days' leave of absence with pay between Monday and Friday inclusive for the purpose of making arrangements and attending the funeral in the event of the death of their spouse, parents, or children. Three (3) days leave will be granted in the event of the death of a member of his or her immediate family, which shall

be limited to parents, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

Such day or days leave of absence may include the day of the death and shall include the day of the funeral and need not be either consecutive or in the same week, to facilitate funerals that are delayed.

33.02 The above is subject to the provision that the Employee shall not receive any such additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a Plant Holiday, or during his or her vacation, or during any leave of absence without pay.

ARTICLE 34 - SEPARABILITY

34.01 Each and every Clause in this Collective Agreement shall be deemed separable from each and every other Clause of this Collective Agreement, to the end that in the event that any Clause or Clauses shall be finally determined by a Court of Last Resort to be in violation of any applicable law, then and in such event, such Clause or Clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Collective Agreement including any and all provisions in the remainder of any Clause, sentence, or paragraph in which the offending language may appear.

ARTICLE 35 - NO ORAL OR IMPLIED AGREEMENT

35.01 This Collective Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect, except in writing subscribed to by the parties.

35.02 This Collective Agreement is signed with the mutual pledge of all parties that conciliation and arbitration shall govern the adjustment of any dispute that may arise under the terms of this Collective Agreement, provided that Local Union Laws not affecting wages, hours and working conditions, and the laws of the International Union, shall not be subject to arbitration.

ARTICLE 36 - SENIORITY

36.01 Employees shall serve a probationary period of ninety (90) continuous calendar days during which time they shall have no seniority rights. Upon the completion of ninety (90) continuous calendar days, an Employee shall be considered full-time and their seniority shall date back to the date of hiring. In the case of a decrease or an increase in the number of Employees working, Employees with seniority shall be given the first consideration and subject to ability and efficiency, decreases in the working force shall commence with those with the least seniority and increases in the working force from those laid off with the most seniority in the Employer. Prior to the completion of ninety (90) continuous calendar days Article 6.05 shall apply except where a person is hired to a full-time position.

36.02 Upon request by the Union, the Employer will supply a Seniority List to the Union, but not more frequently than once every six months.

ARTICLE 37 – COMPENSABLE ACCIDENT PAY

37.01 Effective December 15, 1995, in the case of an industrial accident, the Employer will pay the difference for sixteen (16) weeks between the injured Employee's wages and the Workers' Compensation Board rates, without prejudice.

ARTICLE 38 - AGREEMENT CONTINUITY

38.01 This Collective Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. The Employer agrees that it shall give written notice of this Collective Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee, or assignee. The Employer agrees that all obligations of this Collective Agreement shall become a condition of any sale, transfer, lease or assignment.

ARTICLE 39 - INTERNATIONAL APPROVAL

39.01 This Collective Agreement is subject to the approval of the International President. Such approval does not however, under any circumstances make the International responsible for the observance of this Collective Agreement, or any breach thereof.

ARTICLE 40 - EMPLOYMENT STANDARDS ACT

40.01 Where any provisions of the Employment Standards Act exceed those within this Collective Agreement such provisions shall apply.

ARTICLE 41 - DURATION OF AGREEMENT

41.01 The Parties agree that this Collective Agreement will be effective June 1, 1997 to and including May 31, 2000, and thereafter from year to year, unless written notice of contrary intention is given by either party to the other party, within the four (4) month period, to the expiration date of the Collective Agreement.

41.02 If no agreement is reached prior to the expiration date of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect up to the time a subsequent Collective Agreement is reached or until a legal strike or legal lockout occurs, and while this Collective Agreement remains in effect and during such period, the Employer will not sign any contract nor make any written agreement of any kind with any other Union relating to any bindery production work, and specifically to any jobs or work covered by this Collective Agreement.

41.03 Provided further, the parties agree to exclude the operation of Section 50, Sub-Section 2 of the Labour Code of B.C. and in that event, Sub-Section 2 shall not be applicable for the duration of this Collective Agreement.

**APPENDIX B
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
LOCAL 525-M WELFARE PLAN**

IT IS AGREED THAT the Health and Welfare Plan will be continued on the following basis and in accordance with the Agreement and Declaration of Trust.

1. Effective June 1, 1980 the Plan will include weekly indemnity, life insurance, medical, extended health, accidental death and dismemberment and other welfare benefits that may be determined by the Trustees from time to time.
2. Both parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and any amendments that may be made thereto.
3. The Employer agrees to contribute for each Employee for each day or part day for which the Employee is on the payroll according to the following schedule:

Commencing June 1, 1996	\$8.65
Commencing March 19, 1998	\$8.95
Commencing June 1, 1998	\$9.39
Commencing May 1, 1999	\$9.95

In addition, the Employer agrees to pay 100% of all B.C. Medical Plan increases in costs.

Contributions shall be made based on five (5) days. When the work week has been shortened, the per shift remittances will be multiplied by five (5) and divided by the number of shifts in the work week i.e. five (5), four (4), three (3), two (2) to establish the per shift contribution. The Employer will continue to make contributions on behalf of an Employee when that Employee is on Workers' Compensation or for up to one (1) year when an Employee is on Weekly Indemnity or LTD benefits. Should there be a waiting period with respect to such a claim, the employer will make contributions for that waiting period once the Employee's eligibility is established and payment of the claim is underway.

When on leave of absence, Employee will prepay premium costs paid on their behalf when required to do so by the employer.

4. The total amount so contributed shall be remitted to the GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, Local 525-M, WELFARE PLAN, 202-33 East 8th Avenue, Vancouver, B.C., on or before the tenth (10th) of the month next following that for which payments are due.
5. The Plan and all monies are to be administered by the Administrator appointed by the Trustees, with equal representation of Employer and Union.
6. All monies received or disbursed shall be administered and dealt with in strict accordance with the provisions of the Agreement and Declaration of Trust as executed by the Employer and Union.

APPENDIX C
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
LOCAL 525-105B PENSION PLAN

1. Effective October 1, 1990 the provisions of Appendix "C" shall be as set out below:
2. Pension Plan Structure and Operation:

Effective October 1, 1990 the Employers and the Union will effect a revised Agreement and Declaration of Trust and Pension Plan. The revised Agreement and Declaration of Trust will provide among other things the following:

a) the Plan and Trust shall be operated by a Board of Trustees that will consist of an equal number (not less than 2) of Trustees to be appointed by each of the Union and the Employers. The Union Trustees shall be either participating members of the Pension Plan and/or officers of the Union. The Union and the Employers will be responsible and required to appoint both the initial and subsequent Trustees as provided in the Trust Agreement.

The Union and the Employers also agree to abide by the rules and conditions contained in the revised Agreement and Declaration of Trust and any amendments made thereto.

b) the Trustees shall have complete authority and be responsible for establishing the terms and conditions of the Plan and making changes to these based on the advice of the Plan actuary, provided however, that in no event shall any terms or provisions of the Plan as they apply to a given Employer be in conflict with the terms and provisions of the Collective Agreement between the Union and the Employer.

c) the Trustees shall be responsible for the operation of the Plan and the selection of all persons, firms, and organizations who shall serve the Trustees. If a dispute arises between the Union and Employer Trustees it shall be dealt with as provided for in the arbitration clause of the Trust Agreement.

d) All of the assets of the Fund shall be used exclusively to provide benefits to Plan members, retired members, etc. and their beneficiaries;

e) the Plan and Trust will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.

f) all reasonable expenses incurred in the operation of the Plan shall be paid for from the assets of the Plan including the cost of administration.

g) inter-plan transfer agreements may be effected with any other Board of Trustees or Plan sponsor to and from which Employees, represented by the Union, may transfer.

3. Contributions:

(i) Commencing May 1, 1993 and for the duration of the current Collective Agreement between the Union and the Employers and any renewals or extensions hereof, it is agreed that the following contributions shall be made to the Plan and Trust:

a) by each participating employee - 1.6% of his gross earnings received from the Employer, while covered by the Plan, by payroll deduction;

b) by the Employers - 3% of the gross earnings of all employees covered by the Plan and Trust.

(ii) Effective March 19, 1998 and thereafter:

(a) By each participating employee - 2.33% of his or her gross earnings received from the Employer, while covered by the Plan, by payroll deduction;

(b) By the Employers - 3.5% of the gross earnings of all employees covered by the Plan and Trust.

In addition to their proportionate share of "Cost of Funding" the Employer shall contribute an additional one-half of one percent (.05%) of total earnings effective May 1, 1998 and one percent (1%) of total earnings effective May 1, 1999 and thereafter. This contribution shall be used to reduce the early retirement penalty and/or for improvements as recommended by the Union Trustees. When improvements are made an amendment to the Pension Plan shall be made and all Parties to this Collective Agreement shall be notified.

This in no way negates the Union's right to negotiate increases to the Employer's contribution rate in any Collective Agreements negotiated after August 3, 1990.

The above contribution rates may vary pursuant to future Collective Agreements.

Contributions, along with a list of the Employees for whom they have been made (showing Employee and Employer amounts separately) shall be provided by the Employer to the Trust Employer or other entity designated by the Trustees to receive these and shall do so not later than ten (10) days after the end of the Employer's normal 4-week, 5-week or monthly accounting periods. This listing shall be prepared in alphabetical order, and shall also show the amount of the Employee's voluntary contributions, if any, and his Social Insurance Number, and any other information as determined by the Trustees.

c) Provisions shall be made for the Employee to make additional voluntary contributions to the plan through payroll deduction. The Employer shall identify these separately and submit supporting documentation as established by the Trustees.

d) Interest rates to be charged on late or defaulted payment of monies due the plan shall be established from time to time by the Trustees along with policies related to legal action, in keeping with the terms of the Collective Agreement.

e) An actuarial valuation of the Plan and Trust shall be conducted to determine its financial condition. The Trustees shall determine plan changes based on the results of this actuarial valuation and the recommendations of the Plan's actuary.

4. Eligibility:

a) All members of GCIU - 525M are required as a condition of employment to participate in the Plan and make Employee contributions as of the first day following ninety (90) continuous calendar days of employment with any participating Employer.

In addition, the British Columbia Pension Benefits Standards Act and Regulations imposes minimum standards for eligibility. If Employees satisfy these minimum standards they are required to join the Plan on their first day of eligibility.

b) Once a member commences participation in the Plan he shall be required to continue as a participant whenever he is employed by any participating employer and so long as he does not terminate his membership in the Union.

(c) When a participating employee is on Workers' Compensation, Weekly Indemnity or Long Term Disability benefits the Employer shall continue to make the required contributions on their behalf provided the employee pays their portion. Contributions shall be made based on the employee's base day rate of pay being considered as deemed earnings and shall continue for a maximum of fifty-two (52) weeks.

APPENDIX D DENTAL

IT IS AGREED THAT the Dental Plan shall be maintained as follows:

- 1.** The Plan is to cover Dental care for Employees and their dependents.
- 2.** The Parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and any amendments that may be made thereto.
- 3.** Effective August 1, 1982 the Employer agrees to pay the full cost of the plan in the amount stipulated by the Trustees for each Employee for each month or part month for which the Employee is on the payroll.
- 4.** The total amount so contributed shall be remitted to the GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, Local 525-M, DENTAL FUND, 202-33 East 8th Avenue, Vancouver, B.C., on or before the tenth (10th) of the month next following that for which payments are due.
- 5.** The plan and all monies are to be administered by a Board of Trustees with equal representation by participating Companies and the Union.
- 6.** All monies received or disbursed shall be administered and dealt with strictly in accordance with the provisions of the Agreement and Declaration of Trust.

APPENDIX E SICK LEAVE

Effective December 1, 1982, each member shall be entitled to five (5) days of sick leave with full pay during the Collective Agreement year, beginning on the second day of sickness. Sick leave with pay shall be accumulative for six (6) years to a maximum of six (6) weeks and shall be portable between companies signatory to this Collective Agreement.

Effective June 1, 1990, once an Employee has accumulated the maximum of six (6) weeks sick leave, the Employee shall be entitled to an additional five (5) days off with pay per year to be taken at a time mutually agreed upon by the Employer and the Employee.

If any portion of the time off with pay is not taken, the Employee shall be paid for those days on the first payday following June 1 of each year.

Should the accumulation of sick leave credits entitle a member to sick leave with pay during a period in which he is drawing weekly indemnity from the Welfare Plan, the employer shall make up the balance of the member's regular pay for as long as the sick leave credits last. Any balance of sick leave credits remaining after this procedure shall be retained by the member.

Sick leave benefits for new Employees shall accumulate from the date of their employment at the rate of one (1) day sick leave credit for each fifty (50) working days.

Sick leave with pay is only payable because of sickness. A doctor's certificate will be required for each leave of three (3) or more consecutive work days.

If an Employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party, other than the Employee's own insurer under a contract of insurance, the Employee will take all steps reasonably necessary to enforce the said claim.

If the Employee receives any payment of accounts of earnings as a result of such claim, the Employee will pay to the employer so much of the said payment as relates to the sick leave pay received by the Employee for the said period and upon so doing, will receive sick leave credit for the number of days represented by such payment.

**MEMORANDUM OF AGREEMENT #1
BETWEEN
BROADWAY PRINTERS LTD.
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

During the negotiations for the renewal of a new Collective Agreement between the Employer and G.C.I.U. Local 525-M, the Employer made a proposal that individual companies may be allowed to alter the regular hours and/or work week, and/or may operate on a continuous basis on a plant or department basis.

OR

Provided there are valid and sufficient reasons, the Employer may make a proposal on a specific equipment basis.

The Union negotiating committee has agreed that they are prepared to discuss the above proposal during the term of this Collective Agreement subject to the following guidelines:

- (1) A meeting for this purpose may be requested by any Employer signatory to this Collective Agreement and such request must be forwarded to the office of the G.C.I.U., Local 525-M President.
- (2) The timing of any such meeting shall be mutually agreed to.
- (3) The Employer shall present to the Union a detailed submission of its proposed changes and manner of implementation.
- (4) Following a full discussion on the changes being proposed by the Employer and the terms and conditions under which the Union is prepared to consider them, a detailed presentation of any mutual agreement reached by the parties shall be made to the Employees concerned.
- (5) Any agreement reached through the foregoing process can only be implemented after a majority of the Employees have, in a secret ballot vote conducted by the Union, approved such agreement.
- (6) Either party shall have the right to terminate this agreement on thirty (30) days written notice to the other party.

Dated

Signed by the Union

Signed by the Employer

**MEMORANDUM OF AGREEMENT #2
BETWEEN
BROADWAY PRINTERS LTD.
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

The following shall apply from the date of ratification of the Collective Agreement and remain in effect during the remainder of the term of the current Collective Agreement June 1, 1997 to and including May 31, 2000.

The first five (5) hours of overtime worked in any week before or after an Employee's regular shift Monday to Friday inclusive shall be paid at one and one-half (1-1/2) times his hourly rate. Such overtime shall be limited to a maximum of three (3) hours per day.

All other overtime shall be paid as provided for in Article 11.

Dated

Signed by the Union

Signed by the Employer

**MEMORANDUM OF AGREEMENT #3
BETWEEN
BROADWAY PRINTERS LTD.
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

The Employer agrees that all benefit changes agreed to in the next Collective Agreement shall become effective May 31, 2000 unless otherwise mutually agreed to.

Dated

Signed by the Union

Signed by the Employer

IN WITNESS WHEREOF we have hereunto set our hands this day of , 19 .

FOR THE EMPLOYER:

FOR THE UNION:

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION,
LOCAL 525-M

President

This Collective Agreement is approved as being in compliance with the laws of the Graphic Communications International Union, and the undersigned on behalf of the Executive Council of the Graphic Communications International Union, hereby pledges its full authority to the fulfillment thereof.

For the Graphic Communications International Union

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HIRING 2

JURISDICTION 2

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HOURS OF WORK 6

REDUCED SCHEDULE 7

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OVERTIME 9

STATUTORY HOLIDAYS 9

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g) inter-plan transfer agreements may be effected with any other Board of Trustees or Plan sponsor to and from which Employees, represented by the Union, may transfer. 25

APPENDIX D 28

APPENDIX E 29