

ARTICLES OF AGREEMENT

This Agreement dated the 1st day of July 2003.

BETWEEN:

LANGLEY TIMES PUBLISHING COMPANY LTD.
(Hereinafter referred to as the Employer)
PARTY OF THE FIRST PART

AND:

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M
(Hereinafter referred to as the Union)
PARTY OF THE SECOND PART

WITNESSETH:

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

ARTICLE 1 - UNION RECOGNITION

1.01 The Employer recognizes the Graphic Communications International Union, Local 525M as the exclusive representative for those employees the union is certified to represent and who perform the following types of mailroom work:

- Receiving and preparatory work related to flyers and other materials that are to be inserted into the newspaper.
- Insertion of flyers or other materials into the newspaper
- Tying and bundling completed products for distribution.

Such representation shall include collective bargaining in respect of rates of pay, wages, hours of work, and/or other conditions of employment for all employees for whom the union is certified in the Employer's plant.

1.02 Non bargaining unit personnel shall not normally perform bargaining unit work, but may do so in emergencies.

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 30th day following the execution date of this Collective Agreement, become and remain members in good standing in the Union.

2.03 It shall be a condition of employment that all new employees, hired on or after the execution date of this Collective Agreement shall, on or before the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

2.04 An employee who fails to become a member of the Union, as provided herein, or to whom membership is denied because of failure to tender initiation fees or union dues, shall be discharged by the Employer within ten (10) days of written notice from the Union.

2.05 The Union shall not unreasonably deny membership to any applicant. However, an employee who fails to qualify for membership shall be discharged by the Employer within ten (10) days of written notice from the Union.

ARTICLE 3 - HIRING

3.01 The Employer agrees to inform the Union, where practicable, of all vacancies covered by this Collective Agreement.

3.02 The Employer shall supply to the Union, on an annual basis, the following information for each employee in the bargaining unit:

- (a) Name, address, date of birth
- (b) Date of hiring
- (c) Job Classification
- (d) Hourly rate

3.03 Within one (1) month after hiring a new employee, the Employer shall furnish the Union, in writing with the data specified in Article 3.02 for each new employee.

ARTICLE 4 - DUES CHECK OFF

4.01 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 also notify the Union of the new employee's name, classification and date of employment.

4.02 The Employer agrees to deduct from the earnings of each employee Union dues and assessments in accordance with the schedule supplied by the Union and remit same to the Union not later than the tenth (10th) day of the following month. The Union agrees to inform the Employer, in writing, at least thirty (30) days in advance of any changes to the dues schedule or any assessments due.

ARTICLE 5 - WAGES

5.01 During the term of this contract the minimum hourly wage rates to be paid shall be as set out in the Wage Schedule Appendix A of this Collective Agreement.

5.02 Payment of wages shall be made on the 15th and 30th of each month.

5.03 The Employer requires a supervisor and an assistant supervisor. When an employee fills either of these positions, they shall be compensated as follows:

- a) Supervisor: employee shall receive a shift premium of twelve percent (12%) per hour in addition to his/her regular hourly wage.
- b) Assistant Supervisor: employee shall receive a shift premium of ten percent (10%) per hour in addition to his/her regular hourly wage.

5.04 The Employer will notify the Union of any new job classification it establishes in the bargaining unit. If the rate is challenged by the Union, the parties shall meet to resolve the issue.

Any change agreed to shall be retroactive to the date the employee began work in the new job classification.

5.05 The Employer shall post notice of any bargaining unit job opening on the Employer bulletin board(s). In considering employees for promotion, seniority shall be the determining factor where two or more employees have the necessary skill and ability to perform the job.

5.06 Employees promoted to a higher classification will be given a trial period of forty (40) shifts, which period may be extended by mutual agreement between the parties. The employee shall receive the minimum next higher rate than the classification from which they advanced. If the Employer is not satisfied with the employee's performance on the job during such trial period, the employee may decide to return to their former position during the trial period, and must give sufficient notice to the Employer.

ARTICLE 6 - HOURS OF WORK & OVERTIME

6.01 Employees shall be scheduled no more than five (5) shifts to a maximum of forty (40) hours per week (not including unpaid meal breaks). Unless excused for illness, or by prearrangement with supervisors, or on leave for union business in accordance with Article 22, employees shall not refuse to work a regular shift in a workweek. Employees shall have the option to accept or decline extra shifts. Employees shall not refuse an extra shift in an emergency situation, subject to the overtime provisions in Article 6.06.

6.02 The work week shall be defined as commencing at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

6.03 Hours of work shall be scheduled by the Employer not later than the Friday before the beginning of the workweek, provided that such schedule may be altered by the Employer at any time due to changing circumstances. The Employer shall provide nine (9) hours' notice of any change of shift.

6.04 Senior employees will be given preference of new shifts and new starting time. Shifts will be scheduled on the basis of seniority, providing the senior employee has the necessary skill and ability to perform the job.

6.05 A meal period of up to one half (1/2) hour will be provided no later than five (5) hours after commencement of the shift, such time not to be included in the number of hours worked. In addition, employees will be entitled to a paid break of fifteen (15) minutes after every two (2) hours worked. Each fifteen (15) minute break will be taken at the discretion of the shift supervisor, but in no event to be earlier than fifteen (15) minutes before the two (2) hours is worked or fifteen (15) minutes after. It is further agreed that there will be a paid fifteen (15) minute break prior to the commencement of overtime.

6.06 Overtime shall be defined as work authorized and required in excess of eight (8) hours of work in a day or forty (40) hours of work in a week. Overtime shall be paid at time and one half regular wages. Authorized work in excess of eleven (11) hours in a day or forty-eight (48) hours in a week shall be paid at double regular wages.

6.07 Overtime shall be voluntary and shall be offered on a seniority basis. Should the Employer be unable to fill overtime requirements then the Employer may require mandatory overtime within a job classification on a reverse seniority basis. All work performed on a sixth (6th) or seventh (7th) shift in a work week however shall be on a voluntary basis only.

ARTICLE 7 - CALL IN AND REPORTING PAY

7.01 An employee reporting for work, subject to Article 6.03 above, shall be guaranteed a minimum of four (4) hours pay.

7.02 An employee injured while working on the job requiring medical attention and unable to finish his/her scheduled shift shall receive as follows:

- a) up to four (4) hours – four (4) hours' payment
- b) over four (4) hours – full shift payment

7.03 An employee called back to work shall be paid at the overtime rate. Call back for the purposes of this clause shall be defined as an employee having completed a shift and having left the plant and then been called back to work the same day. Employees called back shall be compensated for travel time to and from work (not to exceed one hour) in addition to all hours worked. It is understood that call back pay does not apply if there is a break of eight or more hours between shifts.

ARTICLE 8 – SENIORITY

8.01 Seniority is defined as the length of time an employee has been employed at the Employer since the employee was last hired. In the case of a new employee successfully completing his/her probationary period, seniority will be retroactive to the date of hire.

ARTICLE 9 - LAYOFF AND RECALL

9.01 Should the Employer decide it is necessary to reduce staff then employees will be laid off on the basis of the reverse order of seniority (total length of service since last hired) provided the remaining employees are qualified to perform the work available.

9.02 An employee laid off as per the foregoing, shall be offered the first opportunity for recall in the reverse order in which the layoff occurred within six (6) months of the date of layoff, provided the employee is able to, within a brief familiarization period, satisfactorily perform the requirements of the job. An employee shall have forty-eight (48) hours from the time of recall to report for work. However, this period to report to work may be extended for good and sufficient reason.

9.03 New employees will be considered probationary employees for the first sixty (60) working shifts of their employment. Probationary employees shall be covered by this Collective Agreement but may be dismissed for any reason prior to the successful completion of the probationary period. The probationary period may be extended for up to an additional thirty (30) shifts by mutual agreement between the Employer and the Union. The dismissal of a probationary employee shall not be subject to the Grievance and Arbitration provisions of this Collective Agreement.

9.04 Upon termination of employment, exclusive of retirement, resignation, death or just cause, an employee shall be given notice as required under the Employment Standards Act of British Columbia. The Employer shall give the Union written notice on the day the employee is notified.

9.05 Severance pay shall be in accordance with the Employment Standards Act of British Columbia.

ARTICLE 10 - DISCIPLINE & DISCHARGE

10.01 No employee, having satisfactorily completed his/her probation period, shall be discharged, suspended or otherwise disciplined except for just cause.

10.02 The Employer shall notify the Union, through the shop steward, of any discipline and shall furnish the reasons for the discipline in writing to the employee with a copy to the Union.

10.03 An employee shall have the right to have a Union steward present at any disciplinary hearing.

10.04 Discipline shall be solely within the purview of the mailroom Supervisor. In the event written discipline is warranted, it shall only be pursued after the Supervisors have consulted with and received consent from the circulation manager. The Supervisor shall be defined as the person receiving the Supervisor rate described in Article 5.03 (a).

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 The following days are recognized as statutory holidays:

- | | |
|---|-----------------|
| New Years Day | Good Friday |
| Victoria Day | Canada Day |
| B.C. Day | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | |
| Boxing Day (or any other day in lieu as specified by the Employer). | |

11.02 To qualify for a paid statutory holiday an employee must meet the eligibility requirements for Statutory Holidays under the Employment Standards Act.

11.03 Each employee shall receive 4.62% of their gross earnings added to their pay in lieu of receiving paid statutory holidays.

11.04 An employee who works on a statutory holiday will be paid one and a half (1.5) times his/her regular wages for the first eleven (11) hours and two (2) times his/her regular wages for any time worked over eleven (11) hours. .

11.05 Schedules for statutory holidays will be posted by Tuesday the week before a statutory holiday.

ARTICLE 12 - VACATIONS

12.01 Employees who have completed one (1) year of employment from their anniversary date will be entitled to an annual vacation of:

- after one (1) year of employment – two (2) weeks at four percent (4%) of the employee's total wages.
- after four (4) years of employment – three (3) weeks at six percent (6%) of the employee's total wages.

12.02 The Employer will pay vacation pay at the time vacation is taken for all employees who work twenty-four (24) regular hours per week based on achieving this average for the three (3) month period immediately preceding the vacation period.

ARTICLE 13 - JOINT LABOUR/ MANAGEMENT COMMITTEE

13.01 There shall be a Joint Labour/ Management Committee composed of two (2) representatives each of the Union and the Employer. The function of the Committee shall be to discuss matters of mutual concern to the parties but it shall not discuss grievances or other matters concerning collective bargaining. The Committee shall meet every two months at a mutually agreeable time and place. A Union and Employer representative shall be designated as joint co-chairpersons and shall alternate in presiding over meetings.

13.02 The Employer agrees to notify the Committee as far in advance as possible of any technological change, including new equipment, in order that the parties may meet to consider the effects of such new technology. In such event, the Committee shall meet at the earliest possible mutually agreeable time, notwithstanding its usual meeting schedule.

13.03 In the event that the provisions of Section 54 of the Labour Relations Code are to be implemented, the Employer and the Union will each elect one additional member to the Joint Labour/Management Committee.

13.04 An employee laid off as a result of the implementation of Section 54 of the Labour Relations Code shall receive one weeks' pay (averaged earnings) for each year of service as severance pay, in addition to any vacation pay or other amounts due him/her, to a maximum of eight (8) weeks' pay. When the provisions of this clause apply, the provisions of Article 9.05 are not applicable.

ARTICLE 14 - PICKET LINES

14.01 Notwithstanding any other provisions of this Collective Agreement, employees have the right to honour a lawful picket line.

ARTICLE 15 - MANAGEMENT RIGHTS

15.01 The Union acknowledges that all matters concerning the operation and management of the Employer not specifically dealt with in this Collective Agreement shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.01 Should any difference arise concerning the interpretation, application, or alleged violation of this Collective Agreement, the parties to this Collective Agreement shall settle the matter as hereinafter provided.

16.02 It is agreed that no employee has a grievance until he/she has given his/her immediate supervisor five working days in which to adjust any complaint which has arisen. An employee may have a GCIU representative present if he/she desires. If within that time no agreement has been reached the matter may be submitted to the Grievance Committee in accordance with the provisions of this section.

16.03 Any grievance must be presented to the Grievance Committee in writing, within thirty (30) days of the event which gave rise to the grievance, setting forth the grounds for the complaint and the provision or provisions of the Collective Agreement which are alleged to have been violated, together with the remedy sought. It is agreed that the Employer may raise a grievance under this clause.

16.04 A Grievance Committee consisting of two (2) representatives of the Employer and two (2) representatives of the GCIU shall be designated. To this committee shall be referred by either party to this Collective Agreement, all questions which may arise as to the interpretation, application or alleged violation of any clause of this Collective Agreement. Such Grievance Committee shall meet within five (5) days after any questions or differences have been referred to it in writing, and shall render a decision within ten (10) days and such decision shall be binding upon both parties.

16.05 If the Grievance Committee can not reach an agreement on the question or difference referred to it, at the request of either party hereto, within twenty-one (21) days the matter may be referred to arbitration. If the parties cannot agree on an arbitrator within fourteen (14) days after a referral to arbitration, either party may apply to the Director of The Collective Agreement Arbitration Bureau to constitute an arbitration board under the provisions of Section 86 of the Labour Relations Code. The decision of the Arbitrator shall be binding on both parties. The cost of the Arbitrator shall be borne equally by the parties. Either party may request an arbitration board and the other party shall comply.

16.06 If no written request for arbitration is received within twenty-one (21) days after the decision of the Grievance committee is given, the grievance shall be deemed to have been settled.

16.07 Time limits set out in this section may be extended by mutual agreement.

16.08 Policy grievances and discharge grievances shall proceed immediately to the Grievance Committee.

ARTICLE 17 - UNION ACCESS

17.01 The business representative or other duly authorized representative of the Union shall be permitted to visit the facility during operating hours for purposes consistent with this Collective Agreement, provided he/she first notifies the Employer before entering the premises. The time of the visit shall be mutually agreed by the parties hereto.

ARTICLE 18 - BULLETIN BOARDS

18.01 Management agrees to install a bulletin board. This board will be shared equally by the Employer and the Union using the space indicated for each party for the purpose of communicating with the employees.

ARTICLE 19 - NAMING SHOP STEWARDS

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

19.02 The Employer agrees that essential communication between the Shop Steward and the Union for purposes consistent with this Collective Agreement shall not be unreasonably denied.

ARTICLE 20 - SANITATION AND SAFETY

20.01 The Employer will make all reasonable provisions for the health and safety of employees. Rights and privileges established under the laws of the Province of British Columbia in respect of occupational health and safety shall form a part of this Collective Agreement.

20.02 The premises shall be kept in a clean, well ventilated and sanitary condition at all times. Employees shall co-operate with the Employer in this regard.

20.03 All necessary 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. Safety clothes or accessories shall not include safety shoes or boots.

20.04 First Aid Attendant Premium: Eligible employees will receive a premium of five dollars (\$5.00) per shift. Maximum two (2) persons per shift.

20.05 The Employer will top up the amount received by the employees to 100% of wages. Such top up will be paid to the employee upon receipt of Workers' Compensation Board payment advice, by the employer payroll department. The payment reimbursement will be for the period the claim is paid by the Workers' Compensation Board.

ARTICLE 21 - JURY DUTY

21.01 An employee called in civil or criminal court as a juror or crown witness will be granted leave of absence and shall receive the difference between the court rate and the amount of straight time earnings lost by reason of such service, provided that the jury or witness duty occurs on a scheduled work day and the payment for straight time earned reflects the scheduled hours for such day.

21.02 When an employee is working a night shift during the period he/she is called as per above shall be excused from the total shift for any day on which he/she has been required to appear, and shall be compensated in accordance with Article 21.01.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Leave of absence without pay may be granted by the Employer for good and sufficient reason of up to 1 month provided that such leave can be arranged without interference with the efficient operation of the business. All leaves must be requested in writing not less than thirty (30) days before the commencement of the leave. Leaves in excess of one (1) month may be granted at the Employer's discretion.

22.02 All conditions of the leave and the return to work must be in writing and agreed to by both parties before the leave is effective.

22.03 Failure to return to work from a leave of absence upon its expiry date shall be considered a voluntary resignation, unless such date has been extended by mutual agreement of the Employer and the employee.

22.04 If an employee is elected or appointed to any position in the GCIU, such employee, upon his/her request shall be given a leave of absence for the duration of their appointment or election. If an employee is elected or appointed to any position in any organization with which the Union is affiliated, including the CLC or the AFL-CIO, such employee, upon his/her request may be given a leave of absence for the duration of their appointment or election. In any event, only one (1) employee may be on such leave at any one time. The Union will provide one (1) month notice of such leave to management.

22.05 Although leaves of absence referred to above (Article 22.01 to 22.04) will not break seniority standing (an employee's continuous service) there shall be no accrual of vacation credits or any obligation on the part of the Employer to maintain or incur any costs on behalf of the leave taker.

22.06 Short term leaves of one (1) week's duration or less shall be granted without pay to employees elected or appointed as delegates to conventions, or special meetings of the GCIU, CLC, AFL-CIO or any other labour organization with which the Union is affiliated, provided such leaves do not cause unreasonable disruption of operations. In any event, only one (1) employee may be on such leave at any one time. The Union will provide two (2) week's notice of such leave to management.

22.07 Leaves of absence shall be granted to members of the Union to attend collective bargaining with the Employer. The Employer agrees to pay the wages of employees granted such leaves, and the Union agrees to reimburse the Employer.

22.08 Upon expiration of a leave of absence, an employee shall be reinstated to the same position, or one comparable to the position held when the leave of absence began. Such reinstatement shall not require management to increase the number of the staff.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 An employee shall be granted up to five (5) consecutive days leave of absence without loss of pay in the event of the death of a spouse or children. Three (3) consecutive days leave without loss of pay shall be granted in the event of the death of the employee's immediate family which shall be limited to mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents. It is understood that the only days for which the employee will receive compensation are those days which the employee was scheduled to work.

23.02 Such days' absence shall include the day of the funeral.

ARTICLE 24 - WELFARE

24.01 BC Medical Plan: The Employer shall pay premiums for the B.C. Medical plan for all employees (who work twenty (20) hours in a week or more on a regularly scheduled basis), effective immediately following successful completion of the probationary period. Effective July 1, 2004 the cost will be shared thirty-five percent (35%) by the employee and sixty-five percent (65%) by the Employer. Effective July 1, 2005 the cost will be shared thirty percent (30%) by the employee and seventy percent (70%) by the Employer.

24.02 Life Insurance coverage in the amount of ten thousand dollars (\$10,000.00) and A.D.&D. coverage in the amount of ten thousand dollars (\$10,000.00) will be provided to all current employees (who work twenty (20) hours a week or more and on a regularly scheduled basis*). All new employees will be enrolled on coverage six (6) months after their start date of employment. Effective July 1, 2004 the cost will be shared thirty-five percent (35%) by the employee and sixty-five percent (65%) by the Employer. Effective July 1, 2005 the cost will be shared thirty percent (30%) by the employee and seventy percent (70%) by the Employer.

24.03 Extended Health Care: Effective July 1, 2004, the Employer will pay sixty five percent (65%) of the premium cost for those employees who qualify*. Effective July 1, 2005 the Employer will pay seventy percent (70%) of the premium cost for those employees who qualify.* (i.e. who work twenty (20) hours a week or more on a regularly scheduled basis).*

ARTICLE 25 - EMPLOYMENT STANDARDS ACT

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

ARTICLE 26 - STRIKES/LOCKOUTS

26.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate.

ARTICLE 27 - DURATION OF COLLECTIVE AGREEMENT

27.01 The parties agree that this Collective Agreement will be for a two (2) year duration, effective July 1, 2003 to June 30, 2005 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 prior to the anniversary of the expiration date of the Collective Agreement.

27.02 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, in accordance with the Labour Relations Code.

27.03 Provided further, the parties agree to exclude the operation of Sections 50(2) and 50(3) of the Labour Relations Code and in that event, Sub-Sections 2 and 3 shall not be applicable for the duration of this Collective Agreement.

APPENDIX "A" - WAGE SCHEDULE

HOURS GRID

Current	Jan 1/03	Oct 1/03	Apr 1/04	Oct 1/04	Apr 1/05
Start	8.31	8.48	8.60	8.80	8.93
200 hrs	8.51	8.68	8.81	8.97	9.15
900 hrs	8.74	8.91	9.09	9.26	9.45
1800 hrs	9.51	9.70	9.89	10.08	10.28
2700 hrs	10.16	10.36	10.57	10.77	11.00

PREMIUMS:

	Jan 1/03	Mar 1/04	Mar 1/05
Bundler	4.0%	4.5%	5.0%
Material Handler	2.0%	2.2%	2.5%
Forklift Driver	3.0%	3.0%	3.0%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE SIGNED BY THEIR RESPECTIVE OFFICERS THEREUNTO LAWFULLY AUTHORIZED IN THAT BEHALF AT THE CITY OF VANCOUVER IN THE PROVINCE OF BRITISH COLUMBIA, THIS DAY OF 20_____.

SIGNED BY THE UNION:

SIGNED BY THE COMPANY:

Graphic Communications
International Union
Local 525-M

Langley Times Publishing Company Ltd.

Brian P. Cormier, President