

ARTICLES OF AGREEMENT

This Agreement dated the 1st day of May 2004

BETWEEN:

ALBERNI VALLEY TIMES
PORT ALBERNI GROUP INC.
A CANWEST COMPANY
(Hereinafter referred to as the Company)
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 Company 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, wages, 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 Agreement.

The Company agrees to employ, in its plant for all job functions over which the Union has jurisdiction by virtue of this Agreement, and/or certification, only members of the Union who are in good standing.

The Union agrees to release the employer from any requirement to participate in the Union’s hiring hall process, on the understanding that the press room shall remain closed. In the event that the press room resumes operation, the parties agree to the reinstatement of the hiring hall language in place under this article on April 30, 2004.

ARTICLE 2 - UNION SHOP

2.01 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this contract 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 contract shall, on or before the thirtieth (30th) day following the execution date of this contract, 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 contract 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 Company 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 Company 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 Company 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 Company 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 Company within ten (10) days of written notification by the Union, provided that a justifiable explanation is given to the Company.

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 Company unless he or she shall first become a member of the Union in good standing.

2.09 Superintendents shall not be part of a bargaining unit.

2.10 The Union shall not compel the payment of severance to any employee terminated under the provisions of this article.

ARTICLE 3 - HIRING

The Company agrees to inform the Union of all position vacancies covered by this Agreement and to secure all employees for such vacancies from the Union subject to the provisions of Article 15 - Apprenticeship.

Further, the Company 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.

ARTICLE 4 - JURISDICTION

All employees including (supervisory personnel) performing any of the following work shall without limitation be covered by the terms of this contract. All work, processes, operations and products directly or indirectly related to the operation of the employer including without limitation, any computerization, technological or other change, evolution or substitution for any work, process operation, or product now or hereinafter utilized in the operation of the employer. The work set forth and described in Appendix "A", "E" and "G" shall be deemed to be included in but shall not exclude the generality of the foregoing. This clause shall apply to the Employer's current location(s) and any other location(s) to which the employer moves all or any part of the work, processes, operations and or products described above.

ARTICLE 5 - DUES CHECK-OFF

5.01 The Company 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 Company shall at the 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 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 contract 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 Company.

ARTICLE 6 AND APPENDIX "A" - WAGES

6.01 During the contract period of May 1, 2004 to April 30, 2008, the minimum hourly wage rates to be paid shall be as set out in the Wage Schedules, Appendix "A" of this Agreement.

6.02 It is further agreed that the wage schedule appended hereto as Appendix "A" shall continue during the life of this contract, except as may be mutually agreed between the parties hereto. It is understood that employees now receiving above the wage scale herein provided shall not be reduced during the life of this contract.

6.03 It is agreed that wages shall be paid on the fifteenth (15th) and thirtieth (30th) days of each month (or closest business day previous to the 15th and 30th) and within five (5) working days of the end of the pay period.

6.04 Employees working on a night shift are to be paid fifteen percent (15%) higher than the day rate. Overtime for night shifts is to be computed on the total of appropriate rate plus the fifteen percent (15%). All shifts starting after twelve (12:00) noon shall be considered night shifts.

6.05 Rate Retention - During a shift when an employee is transferred to or from a job carrying a higher rate of pay, the higher rate shall apply only to time worked, until such time worked exceeds three (3) hours, whereupon the higher rate shall apply for the entire shift.

ARTICLE 7 - HOURS OF WORK

7.01 (a) The regular work week shall be thirty-three and three quarters (33.75) hours Monday to Friday inclusive, and the regular work day shall be 6 3/4 hours.

(b) The regular work week in the Graphic Arts Department shall be thirty-six and one-quarter (36.25) hours Monday to Friday inclusive, and the regular work day shall be seven and one-quarter (7.25) hours.

7.02 There shall be a regular 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 shift.

7.03 All time worked before or after the established shift to which an employee has been assigned shall be considered overtime.

7.04 There shall be a twenty-four (24) hour notice of change of shift, except in the case of an emergency. The Company shall notify the Union office of the emergency in each case.

When an employee is required to change his/her shift they shall have twelve (12) clear hours before beginning his new shift.

7.05 (a) The standard work week shall commence at midnight Sunday.

(b) The starting time for day shifts shall be between the hours of 7:00 a.m. and 9:30 a.m.

It is understood that for the purpose of this section that the following shall be considered as departments.

Editorial
Graphic Arts Department
Front office/classifieds

In no instance shall an employee be moved during the course of a day from one department to another except in the case of an emergency.

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: employees 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 two (2) times his 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 Company agrees to discuss with the Union President or his designate(s) 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 Company shall designate the number of hours of work, providing such reduction shall be equal on each day of the week or a four (4) day week may be instituted, Monday to Thursday inclusive, and shall affect the entire departments, as listed below, 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 Company shall make every reasonable effort to give the maximum notice possible.

Editorial Department

- Graphic Arts Department
- Front Office/Classifieds

No classification above shall be considered a department unless there are two (2) or more people employed in such classification. In such instances a grouping of all the above shall be mutually agreed between the Parties.

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 thirty (30) hours per 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 Company shall prior to shortening staff, apply a share the work program for a limited period, not to exceed six (6) weeks. Under such program each regular employee shall share equally in the available work and a list shall be kept and posted to insure 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 Company 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 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.

When there are lay-offs of regular employees or short shifts in force in a department the only overtime that shall be permitted shall be of one (1) hour or less to complete a job or operation. When employees of the classification required, who are on lay-offs, are not available, then the above limit shall not apply.

When a reduced working schedule is in effect there shall be no overtime scheduled by departments or branches.

9.05 If it is agreed that the foregoing provisions of this Article 9 are unworkable, the Company 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.

9.06 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 Company must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Company 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 Company shall simultaneously furnish reason for such discharge in writing.

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

10.03 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 dismissal for cause or 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 Employers right to discharge for cause.

Contributions shall be paid by the employer into all funds for outstanding periods of vacation and severance pay at termination of employment.

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 Company 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 an employee shall receive two (2) times his hourly wage.

11.03 That for each hour worked on Saturdays and Sundays an employee shall receive two (2) times his hourly wage.

11.04 That all work performed on statutory holidays shall be paid for at two (2) times the hourly rate (including holiday pay) plus one (1) day off in lieu with regular pay, granted in accordance with Article 12.01 and 12.02.

11.05 Twenty-four (24) hours' notice of overtime work shall be given to employees required to work on statutory holidays.

ARTICLE 12 - 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (July 1 st)	Christmas Day
B.C. Day (1 st Monday in August)	Boxing Day
	One (1) Floater Day*

*to be taken on a mutually agreed date between the employer and employee.

12.02 If a holiday falls on a Saturday or Sunday or on an employee's scheduled day(s) off the employee shall be given a lieu day. The lieu day shall be arranged by mutual consent within thirty (30) days of the holiday, which day shall be taken. Employees required to work on holidays shall be compensated in accordance with Article 11.04.

Lieu days shall be arranged by mutual consent within 30 days of the holiday.

Holidays shall extend from 12:01 a.m. on the morning of the holiday until 12:00 midnight of the same day.

12.03 The employee must be four (4) weeks on the payroll over a holiday period and must work the last straight time day preceding the holiday and the first straight time day following the holiday unless excused by the Company or in the case of sickness, accident or other reasons beyond an employee's control which shall include without restriction lay-offs of two weeks or less during the period in which a holiday occurs. Any employee who is on the payroll prior to the holiday and is laid off within the next week prior to the holiday and whose time of employment to the date of lay-off would otherwise have qualified him or her, shall be paid for the holiday.

If a paid holiday occurs during an employee's vacation, the employee shall be given an extra day of vacation with pay at straight time.

Definition of the terminology "over a holiday period" shall be any combination of twenty (20) days worked in a four (4) week period within which the holiday falls. This could mean one (1) day worked before the holiday and nineteen (19) days worked after; or nineteen (19) days worked before the holiday and one (1) day worked after. The employee shall qualify for the holiday pay after the completion of the aforementioned twenty (20) days.

ARTICLE 13 - VACATIONS

Provided that no existing employee is adversely affected, it is agreed that for purposes of Article 13 all references to length of membership in the local union shall be taken to mean length of service with the Employer, on the understanding that the pressroom shall remain closed. In the event that the press room resumes operation this provision shall forthwith be removed from the Agreement.

13.01 Employees who have less than one (1) year's service with the Employer and less than one (1) year's membership in the Local 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 (4%) percent.

(b) July 1st and after, Six (6%) percent.

13.02 An employee who is or has been employed for less than one (1) year with an Employer is entitled to vacation pay in accordance with his or her length of time as a member of the Local Union, or in respect to twenty (20) years' service in the industry. This entitlement is stated as a percentage of gross earnings for his/her vacation year's earnings or a defined number of weeks' pay at the employee's current weekly (day shift) rate of pay, whichever is greater.

Whatever vacation entitlement the employee has in accordance with the above paragraph will be paid at the appropriate percentage rate or will be pro-rated in accordance with the length of service with the Employer as per the following schedule:

(a) For those whose vacation entitlement is three (3) weeks; six percent (6%) of total earnings for the period of employment, or one (1) day of vacation with pay for each sixteen (16) regular shifts of employment, whichever is greater.

(b) For those whose vacation entitlement is four (4) weeks; eight percent (8%) of total earnings for the period of employment, or one (1) day vacation with pay for each twelve (12) regular shifts of employment, whichever is greater.

(c) For those whose vacation entitlement is five (5) weeks; ten percent (10%) of total earnings for the period of employment, or one (1) day vacation with pay for each ten (10) regular shifts of employment, whichever is greater.

13.03 Employees who have completed one (1) year or more as a member of the Local Union 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.

13.04 Employees who have completed five (5) years as a member of 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.

13.05 Employees who have completed ten (10) years as a member of 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.

13.06 (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.

13.07 Established membership in the Local, is the method of measuring Local membership for vacation purposes.

13.08 An employee who is entitled to a given vacation entitlement as of July 1st, of any year, will be entitled to that vacation anytime after that date and his entitled percentage or week's pay (whichever is greater) will be calculated on his vacation year which commenced July 1st, of the previous year.

13.09 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.

13.10 Statutory holidays and annual vacations shall be considered as regular shifts of employment for the purposes of calculating vacation pay as referred to herein.

13.11 Vacations, as far as possible, will be scheduled at times most desirable to the employee. Vacation periods shall, however, be designated by the Company, provided the Company gives a minimum of thirty (30) days notice to the employee prior to his or her vacation. At least two (2) weeks of the vacations shall be of consecutive weeks during the months of June, July, August and September except where otherwise mutually agreed between the Company and the employee. The balance of the vacation entitlement shall be taken in periods of not less than one week at a time. Where vacation periods are divided into two (2) or three (3) periods, the employee shall be given thirty (30) days notice on each instance and shall be given his or her vacation pay for the period of vacation immediately prior to said vacation each time.

13.12 If the employee is required by the Company to alter his or her vacation period within the three (3) weeks next prior to any one of his vacation periods, the employee shall be granted an additional week of vacation with pay, as computed for regular vacation.

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

13.14 For the purposes 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.

13.15 All vacations earned by June 30th in any year must be taken and cleared off by the last day of February next following.

13.16 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.

13.17 Vacation pay and statutory holiday pay shall be considered earnings for the purpose of computing Vacation Pay.

13.18 For those employees working a night or graveyard shift on a regular basis, vacation pay shall be based on the appropriate percentage of total wages earned or their regular weekly rate of pay whichever is greater. Regular basis shall mean in excess of 9 months during the period in which vacation credits are earned.

13.19 In the event that an employee has not lost more than three (3) months of employment due to sickness or injury or one 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 Union membership, 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 and the formula detailed in Article 13.02 shall be used to determine the individual vacation entitlement. 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 a greater vacation pay.

13.20 Vacation pay must not be taken in lieu of vacation.

ARTICLE 14 - EDUCATIONAL TRAINING AND RETRAINING FUND AND PROGRAM

14.01 (a) The union agrees to release the Employer from any requirement to participate in the Union's Education Fund on the understanding that the press room shall remain closed. In the event that the pressroom resumes operation, the parties agree to the reinstatement of the Education Fund language in place under this Article on April 30, 2004.

(b) The parties agree that, should the need arise for further training of existing staff, the Glenn Biech Graphic Arts Training Institute shall be given the opportunity to bid on providing the training on a fee-for-service basis.

ARTICLE 15 - APPRENTICESHIP

The Union agrees to release the Employer from any requirement to participate in the Union's Apprenticeship program on the understanding that the pressroom shall remain closed. In the event the pressroom resumes operations, the parties agree to the reinstatement of the Apprenticeship language in place under this article on April 30, 2004.

ARTICLE 16 - MANNING

To be negotiated in accordance with Article 17.

ARTICLE 17 - NEW MACHINES OR PROCESSES

17.01 The Company agrees that in the event of the installation of new or improved machines or processes for which the Union is certified, such machines or processes must be operated by journeymen under this contract and under a scale of wages and conditions of work agreed upon by a Joint Committee of four (4) members, each party hereto choosing and appointing two (2) members thereof. The wages whenever finally adopted shall be retroactive to the date of beginning of operation of such equipment or processes.

17.02 The Company 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 or any other matter relating thereto. Any such equipment or process which requires less than 90 days purchase order, notice shall be given no later than date of purchase order.

17.03 The Company 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.

ARTICLE 18 - TECHNOLOGICAL DEVELOPMENTS

18.01 The parties recognize that technological developments, if they are to further the continued growth of the graphic arts industry, place a responsibility upon the Company to explore and promote new markets, and require the co-operation of the Company and the Union in the development of new skills.

18.02 In order to insure the orderly and most advantageous introduction of new types of equipment and new 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 that there shall be no layoffs as a result of the introduction of new types of equipment or new processes. It is understood that there shall be no layoffs or reduction of the work force by reason of the introduction of new types of equipment or processes.

18.03 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 through the Training Institute and its Director for in-plant training programs.

ARTICLE 19 - SEVERANCE PAY

It is agreed that regular employees who are terminated for any reason whatsoever, except for just cause, shall receive in addition to all other amounts of remuneration due him or her, severance pay in the amount of one (1) week's current rate of pay for each year of employment to a maximum of twelve (12) weeks. Present employees shall be entitled to such severance pay on termination based on the same rates for service time that they have accumulated.

ARTICLE 20 - PIECE WORK AND BONUS

It is further agreed by the Company that no piece work or bonus system shall 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 21 - UNION LABEL

21.01 The Union Label is the exclusive property of the G.C.I.U. and its use is authorized only by the express direction and consent of the G.C.I.U. upon execution of, and compliance with, the standard Union Label License Agreement.

21.02 The Company shall affix the G.C.I.U. Label on all negatives, positives, plates, and all other materials to be used outside of the plant in which they are made.

ARTICLE 22 - STRUCK AND/OR DISPUTED WORK

(a) 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.

(b) The Union agrees not to advertise in, or otherwise financially support, any non-union competitor in the same market.

ARTICLE 23 - MANAGEMENT PREROGATIVE

The Company retains the right to manage its business, to make all decisions, and to take whatever action it deems necessary in connection therewith, except as subject to the provisions of this contract.

ARTICLE 24 - INDIVIDUAL RIGHT OF EMPLOYEE

24.01 The Company 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 Agreement or for refusing to handle any work of the type described in the struck and/or disputed work clause.

24.02 The Company 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 Company 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 shall make every effort to provide a qualified substitute.

24.03 The Company agrees that adequate time off shall be allowed to the chosen employee representative for contract 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 to the Employer his or her earnings from the Union as soon as received. The Employer shall continue payments into all benefit plans on behalf of those employees so chosen to include but not limited to Pension, Health and Welfare, Dental, etc.

24.04 The Company 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 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 contained 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.

24.05 The Company agrees that each member shall be entitled to a minimum of two (2) weeks leave of absence by mutual consent in each contract year for personal reasons, provided that, except in the case of emergency the member shall give two (2) weeks notice for such leave. No leave shall be requested during the regular vacation period June 1st to September 30th, except in the case of emergency.

If in the opinion of both the employer and the chapel concerned leave of absence at the requested time would create an additional or unwarranted hardship on the Employer then such leave may be denied or deferred.

24.06 In addition to regular maternity leave provision, 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.

24.07 Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of severance pay, vacations and other benefits under this Agreement.

24.08 In compliance with the British Columbia Labour Relations Code and the British Columbia Human Rights Code, the parties agree that there shall be no discriminatory actions taken by either party for or against any employee covered by this agreement.

ARTICLE 25 - WELFARE

25.01 (a) It is agreed that the Welfare Fund and Plan will be maintained as set out in Appendix "B" of this Agreement.

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

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

25.03 Sick Leave:

Each member shall be entitled to six (6) days of sick leave with full pay during the contract year. Sick leave with pay shall be accumulative for six (6) years to a maximum of six (6) weeks. In each contract year three (3) of the sick leave days with full pay shall be payable from the first day.

Should the accumulation of sick leave pay 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 pay credits last. Any balance of sick leave pay credit remaining after this procedure shall be retained by the member.

Sick leave benefits for new employees, i.e. employees not previously employed by companies signatory to this Agreement shall accumulate from the date of their employment.

ARTICLE 26 - PENSION

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

ARTICLE 27 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM

27.01 Effective October 31, 2001 the Company shall pay an amount of money equal to seven percent (7%) of the gross weekly wages earned by each employee covered by this 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 Employer and Union representatives for the purpose of providing retirement, disability and/or associated benefits for employees or their beneficiaries on whose behalf payments are made by the Company and for financing the expenses and operation and administration of the Retirement Fund. The

terms "wages" as used herein shall mean all monies earned by an employee including but not limited to pay for overtime, shift differentials, holidays, vacation, etc. The parties agree that participation in and coverage by the Retirement Fund may be extended to the employees of any other employer under contract with the G.C.I.U. and to the full time employees and Officers of the International Union or any of its Local Unions 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 Agreement and Declaration of Trust.

27.02 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 (or weekly if requested by the Trustees) to a Canadian Trust Company, or Banking Institution, appointed by the Trustees. Concurrent with the payment by the Company, the Company 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 Company 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.

27.03 If the Company is in default in making payments 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 Agreement.

27.04 The Company agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Company as having been 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 Company 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.

Notwithstanding Article 42 of this Agreement, the Employer's obligation to make payment to the G.C.I.U. Supplemental Retirement and Disability Fund shall survive the termination of this Agreement and shall continue in full force and effect in accordance with the terms of this Article 27. The Employer further agrees that all the terms and conditions of the Agreement and Declaration of Trust of the G.C.I.U. 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 27.

ARTICLE 28 - PICKET LINES

Notwithstanding any other provisions of this contract, 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 contract, and the Company shall not discharge, discipline or otherwise discriminate against any such employee.

ARTICLE 29 - GRIEVANCE AND ARBITRATION

29.01 Should differences arise as to the interpretation or application of the provisions of this Agreement or should grievance occur within a department covered by this 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 Company on account of such differences or grievance until the following procedure has been carried out:

29.02 (a) 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 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 his chosen representative on the Arbitration Board. After receiving such notice and a statement, the other party shall, within five (5) days appoint its Arbitration and give notice in writing of such appointment and the names and address of its Arbitrator. If the two parties fail to agree on a Chairman within three (3) days they shall forthwith request the Labour Relations Board to appoint a Chairman.

(c) The Arbitration Board 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 Arbitration Board shall be majority vote and shall be final and binding upon both parties.

29.03 Expedited Arbitration Procedure for collecting monies owed to various Local Funds

(a) Notwithstanding anything contained in Sections 29.01 and 29.02 herein, a failure of the Company to carry out its obligations including but not limited to making its required contributions under Article 5 - Dues Checkoff; Article 14 - Educational Training and Retraining Fund and Plan; Article 25.01 and Appendix "B" G.C.I.U. Local 525-M Welfare Plan; Article 25.02 and Appendix "D" G.C.I.U. Local 525-M Dental Plan; Article 26 and Appendix "C" G.C.I.U. Local 525-M-210 Pension Plan; Article 27 - G.C.I.U. Supplemental Retirement and Disability Fund; of this Agreement may, as an alternative to Sections 29.01 and 29.02 be referred to arbitration by the Union, employers or trustees of any one or more of the said plans, using the procedures set out in this Section.

(b) There shall be no time limit within which a grievance must be filed or a matter referred to arbitration. Any breach by a Company of its obligations to a plan referred to in this Section under a prior Collective Agreement between the parties shall be deemed to be a breach of this Collective Agreement, and the procedures set out in this Section may be used in grieving and arbitrating such breach.

(c) The Union, employers and trustees, or their agents may submit a written notice of default to the Company with a demand for payment of contributions and compliance with any other provisions of the plan. Such notice shall be considered to be the filing of a grievance under this Section.

The Notice shall be deemed to have been received by the Company on the third day after the day on which it was mailed.

(d) If the Company fails to make its required contributions or otherwise fails to comply with the plan within ten (10) days after the date of the notice the grievance procedures shall thereupon be exhausted and the grievance may be referred at any time thereafter by the Union, employers or trustees, or their agents, to final and binding arbitration.

(e) (i) The Union, employers or trustees shall give reasonable notice to the Company of their desire to arbitrate pursuant to this section and shall state the date, time and place fixed for such arbitration.

(ii) The trustees of one or more of the said plans or such committee or subcommittee as the trustees may appoint, shall appoint an arbitrator or arbitrators to conduct the arbitration. Such arbitrator or arbitrators may include, but are not limited to, an employer trustee, Union trustee, former trustee, former official, officer or employee of the Union, or a Company which is a party to the trust agreement which is being arbitrated or otherwise bound thereto. An arbitrator(s) appointed pursuant to this Section may hear arbitrations relating to one or more plans and one or more companies concurrently or as the arbitrator may determine.

(iii) The arbitrator(s) shall hear and decide all matters referred to them by the Union, employers or trustees. The decision of the arbitrator(s) shall be final and binding on the Union, employers, trustees and the Company.

(iv) The arbitrator(s) shall have the full authority of an arbitrator appointed pursuant to the Labour Relations Code of British Columbia. Without limiting the generality of the foregoing the arbitrator(s) shall have the authority to order the Company to perform its obligations pursuant to this Agreement and relevant trust agreement or agreements, and may, in addition to ordering the Company to make all contributions owing, order the Company to pay interest on overdue contributions at such rate as the trustees have determined; pay reasonable counsel fees incurred, or to be incurred by the trustees, in the collection of such delinquent amounts, including the counsel fees for the arbitration, pay other reasonable costs incurred in the collection of a delinquency, pay liquidated damages in the amount equal to twenty percent (20%) of the total of all amounts found to be delinquent as determined by the arbitrator(s) to be due and owing. The Company acknowledges and agrees that the liquidated damages will be used to defer administrative costs and acknowledges the cost to be actual and substantial though difficult to ascertain, however, the Company acknowledges that these are a minimum of twenty percent (20%) of amounts found to be delinquent and waives the necessity of any additional proof thereof.

Without limiting the generality of the foregoing, the said sum is on account of damages resulting from:

1. Inconvenience and burden imposed on the trustees.
2. Loss of any benefits, monetary or otherwise accruing to any employees.
3. Loss of benefits and the use of any funds in connection with the Company's failure to comply with the terms and conditions of the relevant trust agreement and Collective Agreement.

(v) For the purposes of sub-section (iv), "reasonable counsel fee" shall mean all reasonable counsel fees in the amount for which the trustees become legally obligated, including the fee for recovery of liquidated damages, audit costs, filing fees, and any other expenses incurred by the trustees.

(vi) Any arbitration order or award determined under this section may be filed by the Union, employers or trustees pursuant to the Labour Relations Code of British Columbia and may be enforced thereunder.

The Union, employers or trustees may take any other action they deem advisable to enforce the obligations of a Company as set out in this Section notwithstanding any other provision of this Agreement.

ARTICLE 30 - UNION ACCESS TO PLANT

The business representative or other duly authorized Union representative shall be permitted to visit the plant during operating hours for the purposes consistent with this agreement, provided he first notifies management before entering plant. The time of this visit shall be mutually agreed by the parties hereto.

ARTICLE 31 - BULLETIN BOARD

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 32 - NAMING SHOP STEWARDS

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

The Company agrees that essential communication between the Union Officials and the Shop Steward shall not be unreasonably denied.

ARTICLE 33 - HEALTH AND SAFETY

33.01 (a) Safety: The Company 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 Company regulations. In accordance with the Regulations made pursuant to the provisions of the Workers' Compensation Act (B.C.) there shall be a Union-Company Safety Committee set up in each shop. This committee shall be responsible for the observance of safety conditions within the shop.

(b) Whenever accident risk machinery is being operated, at least two (2) employees shall be present within sight or hearing of each other so that in the case of an accident, adequate rescue and first aid measures can be provided.

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

33.03 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 Company shall be provided by the Company. The Company shall pay sixty dollars (\$60.00) annually toward the cost of safety shoes for employees in departments where they are required.

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

33.05 Both parties recognize that the environmental standards, location and use of computer-based equipment are subject to continuous research. Improvements designed to safeguard the health and safety of operators will be introduced after consultation at any appropriate time.

Initially the 'Working with Video Display Terminals' booklet published by the B.C. Occupational Environmental Branch will be used for guidance by a joint committee established for this purpose.

33.06 (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 Company 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.

ARTICLE 34 - JURY DUTY

34.01 The Employer will pay an employee who is required for Jury Service, as a crown witness or a subpoenaed witness in any court, for each day of service the difference between the employee's regular shift straight time hourly rate for the number of hours the employee misses from the employee's regular shift, and payment the employee received for such service. The employee shall, upon request, be required to present proof of such service and the amount received.

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

When an employee is working a night 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.

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

ARTICLE 35 - BEREAVEMENT LEAVE AND PAY

An Employee shall be granted five (5) days leave of absence with pay between Monday and Saturday inclusive, for the purposes of making funeral arrangements and/or attending said funeral in the event of the death of a member of the immediate family which includes all in-laws. The term "immediate family" shall mean: mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-brother, step-sister, grandparents, grandchildren, step-grandparents and step-grandchildren. One (1) additional day to be added for out-of-province funerals. In the event of the death of an Employee's spouse or child, the Employee shall be granted six (6) days' paid leave.

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.

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 36 - COMPENSABLE ACCIDENT PAY

In the case of any industrial accident while in the employ of the Company, the Employer shall pay to a member the difference between the injured employee's wages and Workers' Compensation Board rates for up to a maximum of six (6) months without prejudice.

ARTICLE 37 - SEPARABILITY

Each and every clause of this contract shall be deemed separable from each and every other clause of this contract 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 contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 38 - NO ORAL OR IMPLIED AGREEMENT

This Contract 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.

ARTICLE 39 - INTERNATIONAL APPROVAL CLAUSE

This 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 contract, or any breach thereof.

ARTICLE 40 - AGREEMENT CONTINUITY

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

ARTICLE 41 - EMPLOYMENT STANDARDS ACT

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

ARTICLE 42 - DURATION OF AGREEMENT

42.01 The Parties agree that this Agreement will be for forty-eight (48) months duration, effective May 1, 2004, to and including April 30, 2008, 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 expiration date of the Agreement.

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

42.03 Provided further, the parties agree to exclude the operation of Section 50 (2) of the Labour Relations Code of British Columbia and in that event, Sub-Section 2 shall not be applicable to the duration of this Agreement.

APPENDIX "A" – WAGES

	May 1, 2004	May 1, 2005	May 1, 2006	May 1, 2007
A. Electronic Pre-press				
1. Journeyperson Compositor	27.15	27.69	28.17	28.66
2. Graphic Artist	21.93	22.37	22.76	23.16
B. Editorial				
1. Reporter/Photographer	21.93	22.37	22.76	23.16
C. Office & Classified				
1. Office/Classified Clerk	14.03	14.31	14.56	14.82

WAGE PROGRESSIONS

A. Electronic Pre-Press

1. Graphic Artist – (all percentages refer to Appendix "A" rate)

Starting rate	60%	second six months	65%
Second year	70%	second six months	75%
Third year	80%	second six months	85%
Fourth year	90%	second six months	95%
Thereafter:	100%		

B. Editorial

1. Reporter/Photographer – (all percentages refer to Appendix "A" rate)

Starting rate	60%	second six months	65%
Second year	70%	Third year	80%
Fourth year	90%	Thereafter	100%

The Managing Editor is excluded from the application of the agreement. The Managing Editor may, however, be allowed to perform work within the department providing such work does not in effect eliminate or displace a regular or full-time position.

C. Office & Classified

1. Office/Classified Clerk – (all percentages refer to Appendix "A" rate)

Starting rate	65%	after three months	80%
After eight months	85%	after thirteen months	90%
After eighteen months	100%		

APPENDIX "B"

WELFARE

IT IS AGREED THAT the Welfare Plan will be continued on the following basis:

B.01 The Plan to cover medical and surgical care for employees and their dependents, Weekly Sickness and Accident Indemnity Insurance for employees and other Welfare benefits that may be determined by the Trustees from time to time.

B.02 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.

B.03 Effective May 1, 1983 the Company agrees to pay the full cost of the plan in the amount stipulated for each employee for each day or part day for which the employee is on the payroll.

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 Company will continue to make contributions on behalf of an employee when that employee is on Workers' Compensation or Weekly Indemnity. 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, employees will prepay premium costs paid on their behalf when required to do so by the Employer.

B.04 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.

B.05 The plan and all monies are to be administered by a Board of Trustees with equal representation by Companies and Union.

B.06 All monies received or disbursed shall be administered and dealt with strictly in accordance with the provisions of the Agreement and Declaration of Trust as executed by Employers and by the Union.

B.07 It is understood and agreed that if new regulations proposed in the Federal Government Bill, wherein Unemployment Insurance provides coverage for sickness becomes effective and thereby results in a decreased cost for the weekly indemnity portion of the Welfare Plan this decrease shall be shared on a pro rata basis between the Companies and the employees.

APPENDIX "C"

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-M-210 PENSION PLAN

C.01 The Graphic Communications International Union, Local 525-M-210 Pension Plan, a jointly-trusted pension plan, was established effective November 1, 1956. The Trust Agreement and Plan were amended from time to time. The Trust Agreement and Plan were further amended effective January 1, 1993. The parties will maintain that Plan as provided in this Appendix "C".

C.02 In this Appendix:

- (a) "Basic Contribution" means the Participating Employee's Earnings multiplied by the Cost Of Funding.
- (b) "Cost of Funding" has the meaning stated in section C.05 of this Appendix "C".
- (c) "Earnings" means the total amount paid by the Employer to a Participating Employee pursuant to the Collective Agreement for time worked and for time not worked including, but not limited to overtime pay, shift differential, vacation and statutory holiday pay and paid leave including leave for union business paid by the Employer to the Participating Employee but billed to the Union and "Total Earnings" means the total of the Earnings paid to Participating Employees employed by the Employer.
- (d) "Improvement Contribution" means 1% of Total Earnings.
- (e) "Participating Employee" means an employee of the Employer who is participating in the Plan.
- (f) "Trustees" means the Trustees of the Graphic Communications International Union, Local 525-M-210 Pension Plan.

C.03 All members of the Graphic Communications International Union, Local 525-M-210, shall participate in the Plan upon completion of one year membership in the Local, or sooner if required by law.

C.04 When a participating Employee is either

- (a) on Workers' Compensation, or
- (b) in the first year of a continuous period of disability and receiving Weekly Indemnity or Long Term Disability benefits and chooses to pay his Contributions, the Employer shall continue to make the required Employer Contributions. The amount of the Employer and Participating Employee Contributions shall be based on the Participating Employee's base day rate being deemed to be his Earnings.

C.05 The "Cost of Funding" of the Pension Plan is the percentage of Total Earnings which shall be determined from time to time by the Trustees who are expected to set the percentage, using sound actuarial principles, at a level which will ensure that no deficit arises during the period (of not less than one year) for which the "Cost of Funding" is determined and which shall include an amount to cover all reasonable and necessary administrative costs. For the purpose of calculating Contributions pursuant to this Appendix "C", the "Cost of Funding" shall be that last set by the Trustees.

C.06 The parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and the Plan as they may be amended from time to time.

C.07 The Employer shall pay in respect of each Participating Employee 60% of his Basic Contribution.

C.08 Each Participating Employee shall pay 40% of his Basic Contribution.

C.09 A Participating Employee may pay Additional Voluntary Contributions as defined in and permitted by the Plan.

C.10 The Employer shall also pay the Improvement Contribution. The parties intend that the Trustees use the Improvement Contributions to reduce the early retirement penalty and/or for improvements as recommended by the Union Trustees.

C.11 The parties intend that the Plan shall include

- (a) for service after May 1, 1966, an annual pension benefit of 1.125% of total earnings for each year commencing May 1, 1966.
- (b) for service after May 1, 1984, an annual pension benefit of 1.25% of total earnings.
- (c) effective May 1, 1977, a normal retirement age for Participating Employees of 61 years, and
- (d) a discount rate for retirement age between the ages of sixty and sixty-one of 4% per year.

C.12 The Employer will deduct each Participating Employee's share of the Basic Contribution, and the amount of any additional Voluntary Contribution elected by the Participating Employee, from wages otherwise payable to the Participating Employee and remit the Employer's and Participating Employee's Contributions to the Trustees or to another person as directed by them.

C.13 The Employer will remit all Contribution payments to the Administrator of the Plan on or before the tenth (10th) of the month following that for which payments are due.

C.14 A Participating Employee, before commencing

- (a) pregnancy,
- (b) parental,
- (c) family responsibility,
- (d) parental bereavement,
- (e) jury duty, or
- (f) other leave pursuant to Part 6 of the *Employment Standards Act*

shall choose in writing delivered to the Employer before the commencement of the leave whether or not he will continue to pay his Contribution. The Participating Employee must choose to pay all or none of his share of the Basic Contribution for the duration of the leave. The Participating Employee is bound by his choice for the duration of the leave but if he chooses to pay, and during the leave does not pay when due, he shall be deemed to have chosen to discontinue payment for the balance of his leave. The amount of the Employer and Participating Employee Contributions shall be based on the Participating Employee's base day rate of pay at the start of his leave (or at another rate required by the *Employment Standards Act*) being deemed to be his Earnings.

APPENDIX "D"

DENTAL

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

D.01 The Plan is to cover Dental care for employees and their dependents.

D.02 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.

D.03 Effective August 1, 1982 the Company 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.

D.04 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.

D.05 The plan and all monies are to be administered by a Board of Trustees with equal representation by participating Companies and the Union.

D.06 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" AGREEMENT

It is hereby agreed and understood that the following Appendices "E" shall apply to Editorial Department staff only and shall be appended to and shall form a part of the current Collective Agreement by and between the Alberni Valley Times, Port Alberni Group Inc., A CanWest Company and the Graphic Communications International Union, Local 525-M.

It is further agreed and understood that:

1. Where the Article and Section numbers in Appendix "E" are identical to those in the current Collective Agreement those in Appendix "E" shall apply in conjunction with the remainder of the existing Article in the current Collective Agreement.
2. Where the Article numbers in Appendix "E" are identical to those in the current Collective Agreement and the section numbers are different, the sections in Appendix "E" shall apply in addition to the current Collective Agreement.
3. Where there are Article numbers in Appendix "E" not found within the current Collective Agreement they shall apply in addition to all other provisions in the current Collective Agreement.

Wherever the masculine is used the feminine shall similarly apply.

ARTICLE 1 - UNION RECOGNITION

1.04 The Company agrees to employ in its Editorial Department for all job functions over which the Union has jurisdiction by virtue of this Agreement, and/or certification, only members of the Union who are in good standing. Should the Union be unable to supply the required personnel outlined in this Appendix "E" within seven (7) days after formal request has been made, the Employer has the right to employ competent men or women provided such men or women are paid the minimum rate shown for the classification for which such person is employed. It is understood that any such person so employed shall be placed on a Union permit.

ARTICLE 3 - HIRING

3.01 Freelance contributors shall not be used to displace or eliminate any regular employee. The Employer agrees that he will to the greatest degree possible assign editorial work to permanent staff members. The union however, recognizes the need of a community newspaper to depend on student contributors for school news and other community contributors possessing expertise on the subjects not available amongst permanent editorial staff employees.

ARTICLE 4 - JURISDICTION

All employees including (supervisory personnel) performing any of the following work shall without limitation be covered by the terms of this contract. All work, processes, operations and products directly or indirectly related to the operation of the employer including without limitation, any computerization, technological or other change, evolution or substitution for any work, process operation, or product now or hereinafter utilized in the operation of the employer. The work set forth and described in Appendix "A", "E" and "G" shall be deemed to be included in but shall not exclude the generality of the foregoing. This clause shall apply to the Employer's current location(s) and any other location(s) to which the employer moves all or any part of the work, processes, operations and or products described above.

ARTICLE 7 - HOURS OF WORK

7.01 (d) Reporters and/or photographers shall have the latitude to arrange with the editor a work schedule within the parameters set out in Article 7, Section 7.01 (a) and (b) which may include split shifts.

7.03 When a split shift is being worked the provisions of Article 7, Section 3 first paragraph shall not apply.

7.06 (c) The starting time for day shifts shall be between the hours of 7:30 a.m. and 10:00 a.m. It is understood that starting time shall be uniform for all members of a department (except for reporters and/or photographers) and that the following shall be considered as departments for the purpose of this section.

ARTICLE 24 - INDIVIDUAL RIGHT OF EMPLOYEE

24.10 The employer shall grant employees leave of absence without pay providing such leave does not cause an unreasonable disruption of operation. Such leave shall be by mutual consent.

24.11 An employee shall have the right on request to management to immediately review his personal file at any time during normal office hours and may elect to have a Union representative in attendance. Upon request, an employee shall be provided with copies of any and all material in his file.

ARTICLE 28 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM

28.05 The Company shall pay an amount of money equal to six percent (6%) of gross weekly wages earned by each employee covered by this Agreement to the G.C.I.U. Supplemental Retirement and Disability Fund.

ARTICLE 43 - EXPENSES AND EQUIPMENT

43.01 The employer shall pay as arranged, all authorized expenses incurred by an employee in the service of the employer.

43.02 Employees in the editorial department who use their automobiles on employer business shall be paid at the rate of fifty-seven dollars and fifty cents (\$57.50) per week.

43.03 Employees authorized to use their automobiles in the service of the employer shall receive at least three (3) months notice before such authorization may be terminated except in the case of dismissal or termination as provided for in Article 10 of this Collective Agreement.

43.04 (a) The employer shall supply and pay for all necessary working equipment required by the employees in the performance of their duties.

(b) Should the employer authorize editorial department employees to use their personal property the following shall apply:

All equipment shall be protected against loss, theft or damage by insurance paid for by the employer and necessary maintenance and damage to the above equipment sustained in the normal performance of duties for the employer shall be paid by the employer.

(c) Employees to purchase such insurance necessary to cover the full replacement value to the above equipment, the Employer shall pay the full cost of such insurance.

(d) Provided the Employer may elect to pay the cost of having the equipment repaired without claiming against insurance.

ARTICLE 44 - EMPLOYEE INTEGRITY

44.01 It is understood and agreed that an employee has the right to express concern to his department manager or personnel manager over matters which he may feel to be a compromise of acceptable or ethical practices without fear of reprisal.

44.02 An employee's byline shall not be used over his protest.

44.03 An employee's byline shall appear on 'columns' (except as provided in Section 2 above).

44.04 Whenever possible, factual changes in material submitted shall be brought to the reporter's attention before publication. If the reporter cannot be contacted prior to publication, his byline shall be removed.

44.05 If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without reasonable effort being made to notify the reporter concerned prior to publication.

ARTICLE 45 - PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

45.01 Any employee may refuse, without penalty or prejudice, to give up custody or disclose to any party any knowledge, information, notes, records, documents, films, photographs, or tapes or the source thereof which relates to news, commentary, advertising or the establishment or maintenance of his sources, in connection with his employment, except by order of the Court.

ARTICLE 46 - PROTECTION AGAINST LIBEL ACTION

46.01 When an employee is named in a libel action or named in addition to the employer in a libel action as a result of publication of an article(s) and/or photograph or caption the employer shall assume all expenses incurred by the employee, including fees and expenses of legal counsel retained by the employer and shall indemnify such employee against any monetary loss, including, but not limited to, fines, damages, or loss of pay. In the event that an employee and the employer are named in a libel action, the employer shall choose legal counsel.

46.02 In no case shall an employee suffer loss of wages, employee status or benefits under this contract as a result of the employee being named with the employer in any libel action.

ARTICLE 47 - MISCELLANEOUS

47.01 Any employee is free to engage in outside activities provided they are performed on his or her own time and do not conflict with his or her regular duties and provided they do not involve work in or for any other competing printing operations.

ARTICLE 48 - GENERAL WAGE PROVISIONS

48.01 Experience: In the application of the progression and wage schedules contained within this Agreement, experience shall include all employment in comparable work within the classification to be filled. Employees at the time of employment, transfer, or promotion shall be classified and experience-rated by mutual agreement between the Union and the employer.

48.02 New classifications shall only be established under a scale of wages and conditions of work mutually agreed to by the Union and the employer.

48.03 There shall be no reduction of wages during the life of this Agreement. The term wages means all forms of compensation.

48.04 Dual Work: An employee who works in the managing editor's classification at the request of management shall receive, in addition to his regular wage, pay in the amount of twenty two and one-half percent (22.5%) of his basic weekly wage, but not less than \$60.00 per week for the time worked.

ARTICLE 49 - TRANSFERS AND PROMOTIONS

49.01 No employee shall be transferred by the employer to another position or job classification without the employee's consent. There shall be no reduction of salary or impairment of benefits. The Union shall be notified by the employer prior to any transfer occurring.

49.02 No employee shall in any way be penalized for refusing to accept a transfer or a promotion.

49.03 The employer agrees and shall give due consideration in filling vacancies in higher classifications within the department to present employees who are members of the Union.

49.04 Employees promoted shall be given a trial period of three (3) months which may be altered by agreement with the Union. During such trial period the employee may elect to return to the classification from which he or she advances, without penalty or prejudice.

APPENDIX "G"

OFFICE STAFF

It is hereby agreed and understood that all of the terms and conditions of the Collective Agreement shall apply with the following changes:

ARTICLE 4 - JURISDICTION

Add "All office functions as per current practice."

Article 7 - Hours of Work

7.05 (b) - Starting time 7:00 a.m. to 9:30 a.m.

Memorandum of Agreement No. 3

Agreed (attached)

**MEMORANDUM OF AGREEMENT #1
BETWEEN
ALBERNI VALLEY TIMES
A CANWEST COMPANY
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

It is hereby agreed and understood that the Electronic Pre-Press System shall be operated as follows:

1. The Company's own reporters may input all local stories originated by them for inclusion in the Alberni Valley Times.
2. The Editor may edit all news and editorial content, including wire news services.
3. All input other than specifically outlined in 2 above shall be performed by members of the Graphic Communications International Union, Local 525-M

Dated

Signed by the Union

Signed by the Company

**MEMORANDUM OF AGREEMENT #2
BETWEEN
ALBERNI VALLEY TIMES
A CANWEST COMPANY
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

- A. The Company agrees to maintain employment under the conditions and rates of pay established by contract for all members employed as of November 1, 1982.
As listed below:
Margarit Gard
- B. It is also agreed that in recognition of the new classification of Graphic Technician, the journeyperson rates in Appendix A plus all future negotiated increases shall continue to be paid to, Margarit Gard, and Julie Snow, and it is further agreed that these new employees shall not displace or replace any of the above listed members except through death, retirement, voluntary resignation or termination of employment for just and sufficient cause.
- C. It is further agreed and understood that except in the case of seasonal or business fluctuation, the Employer recognizes and agrees that no less than TEN (10) full-time members – (four (4) in the production department and four (4) in the editorial department and two (2) in the front office) of the Graphic Communications International Union, Local 525-M will continue to be employed to perform the work under the jurisdiction of the Graphic Communications International Union, Local 525-M regardless of method, procedure or material.
- D. It is further agreed and understood that during the term of the current Collective Agreement, if the number of production employees (4) is reduced by one, the employer shall not be required to fill that vacant position.

Dated

Signed by the Union

Signed by the Company

**MEMORANDUM OF AGREEMENT # 3
BETWEEN
ALBERNI VALLEY TIMES
A CANWEST COMPANY
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

It is hereby agreed and understood that the classified entry and processing procedure will be changed to a computer based procedure and that all input and processing shall be performed by members of the union, except that the Business Office Manager or Publisher or Circulation Manager may, as part of the office procedure, input classified advertising.

The intent is to confirm that the G.C.I.U. has jurisdiction over the work but allows management (listed) to talk to customers, answer telephones and key in data when no G.C.I.U. member is available (i.e. during a lunch break), write a note or accept hard copy as an ad if someone comes in or telephones before opening.

The Business Office Manager, Publisher and/or Circulation Manager may be allowed to perform work within the department as provided for in the foregoing paragraph, providing such work does not in effect eliminate or displace a regular or full-time position.

Dated

Signed by the Union

Signed by the Company

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

Alberni Valley Times
Port Alberni Group Inc.
A CanWest Company

Brian P. Cormier, President, Local 525-M

International President

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