

ARTICLES OF AGREEMENT

This Agreement dated the 1st day of May 2002

BETWEEN:

BABYLON BUTTONS
(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:

That whenever the masculine and/or singular is used the feminine and/or plural shall be construed.

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.

1.03 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. Should the Union be unable to furnish the required number of journeymen or journeywomen within seven (7) days after formal request has been made, the Employer shall have the right to employ competent men or women provided such men or women are paid the minimum rate shown in Appendix "A" of this Agreement 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 and shall be replaced by a Union member when available, except where a specific craftsman is engaged from out of town for a permanent position.

ARTICLE 2 - UNION SHOP

2.01 It shall be a condition of employment that all employees of the 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.

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.

The Union agrees to furnish the necessary employees, if available.

ARTICLE 4 - JURISDICTION

4.01 All persons (including foremen) performing all lithographic (Offset) or photoengraving production work and any new lithographic or photoengraving process or processes shall be members of the Union in good standing, and if such work is done by persons who are employees of the Company they shall be deemed to be engaged in buttonmaking, lithographic or photoengraving work, irrespective of their place of work. The work set forth and described in Appendix "A" shall be deemed to be included in, but shall not exclude the generality of the foregoing. This clause shall apply to the plant of the Company and/or any other plant or location to which the Company moves all or any part of the said buttonmaking, lithographic or photoengraving process or processes for which the Union is certified.

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 - WAGES

6.01 During the contract years of May 1st, 2002 to January 31, 2005 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 bi-weekly and within three (3) working days of the end of the pay period. It is agreed that payday may be Wednesday or Friday.

Where the Employer wishes to change payday from the current "Friday" to Wednesday he shall provide at least four (4) months notice of intent to change and will do so over no less than three (3) pay periods. Prior to such a change there will be full discussion with the Union and the employees.

When Wednesday is payday, Sunday midnight shall be deemed the end of the pay week.

Payment shall be made by negotiable cheque or, with the consent of the employee by electronic funds transfer. In each case, the employee will receive a statement of wages.

6.04 Employees scheduled 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. It is understood that the night shift premium shall apply only when the employee has no option to select a start time other than a start time which is after twelve (12:00) noon.

6.05 Rate Retention - During a shift when an employee is transferred to or from a job carrying a higher rate for sixty (60) minutes or more, the higher rate is to apply for the entire shift.

6.06 Part-time employees shall receive an additional six percent (6%) premium in lieu of benefits as described in Letter of Agreement attached to this Collective Agreement. Part-time employees, after twelve (12) consecutive weeks with an average of twenty (20) regular hours worked, shall lose the six percent (6%) premium in lieu of benefits and be

considered a regular employee and entitled to full benefits – holiday, vacations and seniority as outlined in this Collective Agreement. All terms and conditions of the Collective Agreement shall apply to regular employees.

ARTICLE 7 - HOURS OF WORK - SEE LETTER

7.01 (a) The regular work week shall be forty (40) hours, Monday to Saturday inclusive and the regular work day shall be eight (8) hours. Fulltime employees shall work five (5) consecutive days, either Monday through Friday or Tuesday through Saturday. When any such work week is established, a notice of at least three (3) days shall be required to change such shift. Saturday shall be deemed to be the day off in the Monday to Friday work week, and Monday shall be deemed to be the day off in the Tuesday to Saturday work week.

(b) The Company shall have the regular hours of work, including the regular starting time and regular stopping time for each department, posted on the time clock or bulletin board at all times.

7.02 Maintenance workers required to service machinery and equipment, and janitors may work either a week from Monday to Friday, or from Tuesday to Saturday. When any such work week is established, a notice of at least three (3) days shall be required to change such shift. Saturday shall be deemed to be the day off in the Monday to Friday work week, and Monday shall be deemed to be the day off in the Tuesday to Saturday work week.

7.03 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 the shift.

Employees shall not be required to work during the normal lunch period except in the case of emergency and then only journeymen of the specific branch of the trade shall be required to do so. Any person required to work during the lunch period for the reasons contained in this section shall be granted a lunch period during the hour next following his or her normal lunch period.

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

7.05 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 shift he shall have twelve (12) clear hours before beginning his new shift.

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

(b) The starting time for day shifts shall be between the hours of 6:30 am and 11:00 am.

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 their day's 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 their applicable overtime hourly wage. Call back for the purposes of this clause shall be defined as an employee having completed a shift and having left the plant.

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

ARTICLE 9 - REDUCED SCHEDULE

9.01 Whenever slack periods occur in the shop or any of its departments, the 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 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.

(c) In no instance shall hours of work be reduced to less than thirty (30) hours per week. Change of working schedule shall be limited to one (1) change per calendar week. Return to normal shift shall not be considered a change for the purpose of this section.

(d) It is agreed that in the event that the provisions of this Article 9 - Reduced Schedule, are not adequate to meet the reduced production requirements, the 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 fifteen (15) consecutive working days an employee shall be considered an employee of the Company for all purposes except payment of wages.

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

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

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 the first three (3) hours worked in excess of the regular eight (8) hour work day or the first eight (8) hours worked in excess of the regular work week an Employee shall receive one and one-half (1-1/2) times their hourly wage and for all hours worked in excess of the first three (3) hours in a day or eight (8) hours in a week, an Employee shall receive two (2) times their hourly wage

11.03 For the first eight (8) hours worked on a Statutory Holiday an Employee shall receive one and one-half times their appropriate hourly wage (excluding holiday pay) and for all other

hours worked on a Statutory Holiday an Employee shall receive two (2) times their appropriate hourly wage (excluding holiday pay). Holiday pay is granted in accordance with Article 12..

11.04 Twenty-four (24) hours' notice of overtime work shall be given to employees, except in the case of equipment breakdown or like emergencies during the course of the day or in the case of the required amount of overtime being one (1) hour or less.

11.05 It is agreed that, notwithstanding any other provision of this Article, a twenty-four (24) hour continuous shift shall be permitted in pressrooms, provided that three (3) crews (shifts) are employed on each press that is operating on the twenty-four (24) hour schedule. Proper notice of the implementing of such continuous shift shall be given the employees affected and all work in excess of the regular work day shall be paid for at the overtime rates provided in this Agreement.

It is understood that this section shall apply only during such time that the twenty-four (24) hour continuous operation is in effect and only on such press or presses that are being operated on such basis.

11.06 If it is agreed between the Parties that the foregoing provisions of Article 11.05 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.

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
Good Friday
Easter Monday
Victoria Day

Dominion Day (July 1st)
B.C. Day (1st Monday in August)

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Easter Monday may be celebrated on another Monday or Friday when by secret ballot vote conducted by the Union a majority of the employees in the plant vote on whether to retain Easter Monday or agree to the alternate day proposed by the Employer.

12.02 (a) Holidays that fall on Sunday shall be celebrated on the following Monday.

(b) Holidays that fall on Saturday shall be celebrated on the preceding Friday or on the following Monday.

(c) Holidays that fall on Friday and Saturday, the Saturday holiday shall be celebrated on the following Monday.

(d) Holidays that fall on Sunday and Monday, the Sunday holiday shall be celebrated on the Tuesday next following or the preceding Friday.

(e) In plants that elect to start their work week on Monday morning between 7:00 am or 7:30 am, and such plant has a three (3) shift operation, the regular time worked by the graveyard shift between 11:01 pm and 12:00 midnight, on the day on which the holiday is observed, shall be paid for at the regular rates of pay for such shift, except where the holiday is to be observed on the first regular shift of the week.

In respect to (b) and (d) of this Section 12.02, wherein there is an option provided, the employees shall be given ten (10) working days' notice of the day on which the holiday is to be celebrated. Such notice shall be placed on the bulletin boards or time clock.

All departments for which the Union is certified must observe the holidays on the same day.

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

12.03 .Employees with one hundred (100) regular hours or more, including holidays, vacation and sick leave or Weekly Indemnity, during the thirty (30) calendar days preceding the holiday shall have full holiday entitlement.

Employees with less than one hundred (100) regular hours, including holiday, vacation and sick leave or Weekly Indemnity, during the thirty (30) calendar days preceding the holiday shall have their holiday pay entitlement in section 12 prorated by the ratio of the number of regular hours, including holiday, vacation and sick leave, or Weekly Indemnity, in the thirty (30) calendar days preceding the holiday by one hundred (100) hours.

ARTICLE 13 - VACATIONS

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, whether broken or not, is the method of measuring Local membership for vacation purposes.

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

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

13.09 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.

13.10 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.

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

13.12 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.

A request by an employee for three (3) or more consecutive weeks of vacation shall not be unreasonably denied.

13.13 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.

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

13.15 For the 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.

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

13.17 During the year in which vacations are being earned, no employee's vacation or part of vacations earned during that year shall be scheduled prior to March 1st, however an employee may request and receive up to two weeks of such vacation between January 1st and March 1st.

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

13.19 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.

13.20 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.

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

ARTICLE 14 - NEW MACHINES OR PROCESSES

14.01 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.

14.02 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.

14.03 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 15 - TECHNOLOGICAL DEVELOPMENTS

15.01 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.

15.02 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 as to avoid if possible layoffs resulting from the introduction of new types of equipment or new processes.

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

ARTICLE 16 - SEVERANCE PAY

Where a technological change is introduced by the employer which results in a loss of employment for any employees who have more than one years of regular or full time employment with the employer, such employees shall receive from the company, severance pay of one week's pay for each year of service over one year to a maximum of five weeks' pay including any pay to which he is entitled in lieu of notice.

ARTICLE 17 - 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 18 - UNION LABEL

18.01 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.

18.02 The Company shall affix the G.C.I.U. Label on all negatives, positives, plates, type proofs, paste-ups and artwork to be used outside of the plant in which they are made.

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

ARTICLE 19 - STRUCK AND/OR DISPUTED WORK

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.

ARTICLE 20 - 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 21 - INDIVIDUAL RIGHT OF EMPLOYEE

21.01 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.

21.02 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.

21.03 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.

21.04 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.

21.05 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 complications arising from childbirth have threatened the health or well-being of the newborn child, a maximum eight (8) week extension of the government legislated maternity leave shall be granted to the mother.

21.06 Upon request and presentation of a doctor's certificate, pregnant V.D.T. operators shall have the following options in addition to continuing to operate the equipment as usual:

(a) Be re-assigned to other available work for which she has the necessary skill and ability without loss of pay or other benefits.

(b) Choose to take a leave of absence until she qualifies for maternity leave, during which period the Company shall continue to pay Health and Welfare and Dental Premiums on the

Employee's behalf to a maximum of eight (8) weeks, provided the employee indicates her intention to return to work following her regular maternity leave.

21.07 Seniority

Employees shall serve a probationary period of ninety (90) calendar days during which time they shall have no seniority rights. Upon the completion of ninety calendar days, their seniority shall date back to the date of hiring. In the case of a decrease or an increase in the number of Employees working, decreases in the working force shall commence with those with the least seniority and increases in the working force from those laid off with the most seniority in the Employer.

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

An Employee, after twelve (12) consecutive weeks with an average of twenty (20) regular hours worked, shall be considered a Regular Employee and entitled to full benefits - holidays, vacations and seniority as outlined in this Collective Agreement.

ARTICLE 22 - TRADE SHOP

It is further agreed that any lithographic work which is ordinarily produced in a lithographic plant, and which is necessary to be sent to a "Trade Shop" must be sent to a Union trade shop and handled only by members of the Graphic Communications International Union, if such trade shop is available.

The Union reserves to itself and its members the right to refuse to execute work received from such trade shops unless it bears the Union label of the Graphic Communications International Union.

ARTICLE 23 - WELFARE

It is agreed that the Company shall provide the regular and full time employees with the Medical Services Plan coverage and shall pay the full cost of the Plan.

ARTICLE 24 - PENSION

It is agreed that the Pension Plan will be maintained as set out in Appendix "C" of this agreement. It is hereby agreed and understood that Article 24 and Appendix "C" Pension shall be excluded for the term of this Collective Agreement unless otherwise mutually agreed by the parties.

ARTICLE 25 - DEFAULT IN PAYMENT TO FUNDS

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

ARTICLE 26 - 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 27 - GRIEVANCE AND ARBITRATION

27.01 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:

27.02 (a) Grievances are to be submitted within six (6) months of occurrence except in the case of a grievance arising from an employee's discharge or termination, in which case the grievance must be submitted within sixty (60) days of occurrence. Time runs from the date that the grieving party knew, or should have reasonably known of the incident giving rise to the grievance. The employee or employees, or the employer shall report the grievance to the shop foreman or shop steward, the latter shall take the matter up with a representative of management or report the matter to the Union representative who shall then take the grievance up with management.

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

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

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

ARTICLE 28 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM

28.01 Effective April 1, 2000 and thereafter, the Employer shall pay an amount of money equal to three percent (3%) of the gross weekly wages earned by each regular and full time employee covered by this Collective Agreement to the G.C.I.U. Supplemental Retirement and Disability Fund, hereinafter referred to as the Retirement Fund, established under an Agreement and Declaration of Trust administered by a Board of Trustees composed of equal numbers of 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 Employer 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 terms "regular employee" as used herein shall mean all employees on the payroll for an average of at least twenty (20) regular hours per week for twelve (12) consecutive weeks. The parties agree that participation in and coverage by the Retirement Fund may be extended to the employees of any other employer under Collective Agreement with the G.C.I.U. and to the full time employees and Officers of 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. Payments are not required to be made for any employee during the period they are on permit.

28.02 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 Employer, the Employer shall submit such reports as the Trustees deem necessary for the purpose of properly administering the Trust and payment of benefits. All payments by the Employer required hereunder shall be due and payable within ten (10) days after the payroll period of the week or month for which such payment is required.

28.03 If the Employer 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 Collective Agreement.

28.04 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Employer as having 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 Employer further agrees that the Employer designated Initial and Successor Trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as Employer Trustees on its behalf.

Notwithstanding Article 40 of this Collective 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 Collective Agreement and shall continue in full force and effect in accordance with the terms of this Article 28. 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 28.

ARTICLE 29 - 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 30 - 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 31 - 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 32 - SANITATION AND SAFETY

32.01 (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.

32.02 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.

32.03 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.

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

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

32.06 It is agreed that either party may refer matters related to ergonomics or health and safety to the Safety Committee and/or Technological Committee for review, study of all available information and recommendation for action.

32.07 The employer shall have all employees working in pressrooms, binderies and boxboard departments given an audiometric test on an annual basis. Employees shall have access to their test results.

ARTICLE 33 - JURY DUTY

33.01 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 straight time hours, based on the employee's average hours worked over the previous six (6) months, and any payment the employee receives 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.

33.02 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 34 - BEREAVEMENT LEAVE AND PAY

A regular or full time employee will be granted up to five (5) days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of their spouse or children. Three (3) days leave will be granted in the event of the death of a member of his or her immediate family, which shall be limited to parents, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents.

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 pay for such day or days leave of absence shall be determined by calculating the average weekly hours regularly worked over the previous six (6) months. The employee shall receive twenty percent (20%) of the calculated average weekly pay for each day of the entitled leave of absence.

ARTICLE 35 - 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 36 - 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 37 - 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 38 - 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 39 - EMPLOYMENT STANDARDS ACT

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

ARTICLE 40 - DURATION OF AGREEMENT

40.01 The Parties agree that this Agreement will be for thirty-three (33) months duration, effective May 1, 2002 to and including January 31, 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 expiration date of the agreement.

40.02 If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in force 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.

40.03 Provided further, the Parties agree to exclude the operation of Section 50 Sub-Sections 2 and 3 of the Labour Relations Code of B.C. and in that event, Sub-Sections 2 and 3 shall not be applicable to the duration of this Collective Agreement.

**APPENDIX A
WAGE SCHEDULE**

		Hourly Rate	Weekly Rate
A	1. Button Maker	\$12.00	\$480.00

CLASSIFICATION AND PROGRESSION SCHEDULE:

Button Maker

Starting Rate	75%
After 6 months	85%
After 1 year	90%
After 1-1/2 years	95%
After 2 years and thereafter	100%

APPENDIX C

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-210, PENSION PLAN

It is hereby agreed and understood that Article 24 and Appendix "C" Pension shall be excluded for the term of this Collective Agreement unless otherwise mutually agreed by the parties.

IT IS AGREED THAT the Graphic Communications International Union Local 525-210, Pension Plan, established and instituted on November 1st, 1956 through collective bargaining, shall be maintained as follows:

C.01 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.

C.02 The effective date of the amended plan shall be May 1st, 1984.

C.03 All members of the Graphic Communications International Union, Local 525M, upon completion of one year membership in said Local SHALL participate.

C.04 The employers shall pay in respect of all eligible participants such proportion of total earnings as will aggregate be equal to 60% of the "Cost of Funding" the Pension Plan.

C.05 The eligible participants shall pay amounts in proportion to total earnings, which will in aggregate be equal to 40% of the "Cost of Funding" the Pension Plan.

C.06 The "Cost of Funding" the Pension Plan shall be determined from time to time by the Trustees using sound actuarial principles and shall be set at such a figure as will ensure that no deficit arises during the period (of not less than one year) for which such "Cost of Funding" is determined and shall include an amount in respect of all reasonable and necessary administrative costs.

C.07 With effect from May 1st, 1966, there shall be a guaranteed pension benefit of 1.125% of total earnings for each year from said May 1, 1966.

With effect from May 1, 1984 forward there shall be a future service guaranteed pension benefit of 1.25% of the earnings for each year from said May 1, 1984.

C.08 The employer's payments into the Pension Plan shall vest in the participants in the plan on the following basis:

25% after 5 years of participation
50% after 10 years of participation
75% after 15 years of participation
100% after 20 years of participation

C.09 All monies accruing from unvested portions of the employer payments left through termination or death of participating members as provided for in the Agreement and Declaration of Trust shall remain the property of the Pension Fund and thus reduce future contributions, help defray administrative costs, or establish any contingency fund which the Trustees deem necessary.

C.10 Neither party to this Agreement shall require the other party through collective bargaining to increase or decrease this Pension Plan nor to change the principle of joint payments or the ratio of Employer and member payments into the Pension Plan in the future. This clause shall refer only to the G.C.I.U. Local 525-210 Pension Plan and shall not preclude the parties from bargaining for any other retirement benefits.

C.11 All payments to the Pension Plan are to be made payable to the Graphic Communications International Union, Local 525-210, Pension Plan and mailed to the Administrative office at 33 E. 8th Avenue, Vancouver, B.C. on or before the tenth (10th) of the month next following that for which payments are due.

C.12 All monies received and disbursed shall be administered by a Board of Pension Trustees, in strict accordance with the provisions of the Trust Indenture.

C.13 It is agreed that effective May 1st, 1977 the normal retirement age for members shall be sixty-one (61) years of age and that the discount rate for retirement age between the ages of sixty and sixty-one be established at four percent (4%) per year.

C.14 Effective July 1, 1989, up to and including April 30, 1991 in addition to their proportionate share of "Cost of Funding" the Employer shall contribute an additional one-half of one percent (.5%) of total earnings. Effective May 1, 1991, in addition to their proportionate share of "Cost of Funding" the Employer shall contribute an additional one percent (1%) of total earnings. This contribution shall be used to reduce the early retirement penalty and/or for improvements as recommended by the Union Trustees. When improvements are made an amendment to the Pension Plan shall be made and all Parties to this Agreement shall be notified.

C.15 When a participating employee is on Workers' Compensation or Weekly Indemnity the Employer shall make the required contribution on their behalf providing the employee pays their portion. Such contribution shall be calculated based on the employee's basic rate of pay and shall continue for a maximum of twenty-six (26) weeks.

**LETTER OF AGREEMENT
BETWEEN
BABYLON BUTTONS
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

Part-time Employees may work in the bargaining unit based on the following understandings:

- (a) Any part-time Employee reporting for work shall be guaranteed four (4) hours minimum unless excused at his/her own request;
- (b) All terms and conditions of the Collective Agreement shall apply to part-time Employees except Articles 8.01, 13, 16, 23, 28, 33, and 34;
- (c) All part-time Employees shall be paid the applicable rate for work performed in accordance with the Collective Agreement plus a premium of six percent (6%) of total earnings for each pay period in lieu of vacations, SRDF and MSP;
- (d) No full-time Employee shall suffer loss of employment as a result of the use of part-time Employees;
- (e) No full-time Employees shall be reclassified as part-time without the consent of all parties to the Agreement;
- (f) Part-time Employees shall be given first right of refusal on any full-time positions that become available in the department in which they are working;
- (g) Any part-time Employee working an average of twenty (20) hours per week for a period of twelve (12) consecutive weeks shall be considered a Regular Employee, granted full benefits and lose the six percent (6%) rate premium.

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 15th DAY OF JANUARY 2003.

SIGNED BY THE UNION:

Graphic Communications
International Union
Local 525-M

Brian P. Cormier, President

International President

SIGNED BY THE COMPANY:

Babylon Buttons