

**ARTICLES OF AGREEMENT**

This Agreement dated the 1st day of July 2001

**BETWEEN:**

CANDEL PRINTING LTD.  
(Hereinafter referred to as the Employer)  
PARTY OF THE FIRST PART

**AND:**

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

**WITNESSETH:**

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

**ARTICLE 1 - UNION RECOGNITION**

**1.01** The Employer recognizes the Graphic Communications International Union, Local 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 Employer 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 Employer 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 people within seven (7) days after formal request has been made, the Employer shall have the right to employ competent person(s) provided such person(s) are paid the minimum rate shown in Article 6 and/or Appendix "A" of this Agreement for the classification for which such person(s) is employed. It is understood that any such person(s) so employed shall be placed on a Union permit and shall be replaced by a Union member when available, except where a specific craftsperson is engaged from out of town for a permanent position.

**ARTICLE 2 - UNION SHOP**

**2.01** It shall be a condition of employment that all employees of the Employer covered by this 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 Employer agrees to notify each new employee that he or she will be required to make application for membership in the Union within thirty (30) days from the date of employment.

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

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

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

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

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

**2.09** Superintendents shall not be part of a bargaining unit.

### **ARTICLE 3 - HIRING**

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

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

### **ARTICLE 4 - JURISDICTION**

**4.01** All employees (including foremen) performing any work and any evolution thereof including any new process or processes shall be members of the Union in good standing, and if such work is done by persons who are employees of the Employer they shall be deemed to be engaged in such 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 Employer and/or any other plant or location to which the Employer moves all or any part of said work, process or processes for which the Union is certified.

**4.02** No persons other than Journeymen or Apprentices, in their proper ratio, shall be employed in any department over which the Union holds certification, other than the pressroom or finishing department.

Should the Union be unable to furnish a press feeder, the Employer may, in an emergency situation, be allowed to assign a flyboy or general worker to do the work of a feeder for a period not to exceed five (5) working days, or until a person qualified to do the work is available, whichever occurs first. Such person shall be paid the proper rate for the position filled. In all other circumstances, flyboys or general workers shall not be allowed to do the work of a craft worker without permission of the Union and then only if paid the proper rate for the craft operation.

### **ARTICLE 5 - DUES CHECK-OFF**

**5.01** The Employer agrees, upon receipt of signed authorization to deduct from the earnings of each employee, Union dues and assessments as authorized by the individual employee and transmit same to the Union office not later than the tenth (10th) day of the following month. The Employer shall at 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 Employer.

## **ARTICLE 6 - WAGES**

**6.01** During the contract years of July 1, 2001 to June 30, 2002 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** Wages shall be calculated monthly, with payment in full to take place on the last working day in each month.

All Employees shall receive a draw on the fifteenth (15th) day of each month, or the last working day prior, in the approximate amount of one-half (1/2) of one (1) month's net wages.

Payment shall be made by negotiable check 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 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 for sixty (60) minutes or more, the higher rate is to apply for the entire shift.

## **ARTICLE 7 - HOURS OF WORK**

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

When a holiday falls on a Friday, then Thursday shall be designated as the day in which the reduction in hours shall take place. When a holiday falls on the last regularly scheduled shift of the week the preceding day shall be designated as the day in which the reduction in hours shall take place.

It is understood that in Employers where the short Friday prevails all G.C.I.U. members in the entire plant shall observe such hours of work.

(b) The Employer 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 men 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 uniform departmental luncheon period of not less than one-half (1/2) hour or more than one (1) hour, to be completed within not more than five (5) hours after the regularly posted starting time of 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 Employer shall notify the Union office of the emergency in each case.

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

**7.06** (a) The standard work week in the industry shall commence at midnight Sunday. Each plant, however, may elect to start its work week Monday morning. This shall be done by posting on the bulletin board, and may only change on fourteen (14) days notice.

Any employee who transfers from one plant to another during the work week and is required to work more than five (5) shifts during that week shall be paid at the prevailing overtime rates of pay (by the Employer to whose plant said employee transfers) for such additional shift or shifts.

(b) The starting time for day shifts shall be between the hours of 6:30 am and 8:30 am.

It is understood that the starting time shall be uniform for all members of a department and that the following shall be considered as departments for the purpose of this section:

Art Department  
Plate Department  
Camera and Stripping (combined)  
Litho Pressroom  
Bindery, Finishing and Shipping (combined)  
Composing and Letterpress (combined)

Maintenance and General Workers to observe the hours of the department to which they are attached.

In no instance shall an employee be moved during the course of a day from one operation to another if there are different starting and stopping times within either of the operations.

In plants where there is only one platemaker or a combination man, platemakers shall observe the same hours as the balance of the preparatory department.

## **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 his applicable overtime hourly wage. Call back for the purposes of this clause shall be defined as an employee having completed a shift and having left the plant.

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

## **ARTICLE 9 - REDUCED SCHEDULE**

**9.01** Whenever slack periods occur in the shop or any of its departments, the Employer agrees to discuss with the Union 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 Employer 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 Employer shall make every reasonable effort to give the maximum notice possible.

(b) Art Department

Colour Department (to include colour correcting and colour camera.)

Preparatory Department (to include camera, stripping and platemaking.)

Litho Press Department (Sheet Fed)

Litho Press Department (Web Fed)

Letterpress and Composing Department (combined)

Bindery, Finishing and Shipping (combined)

Maintenance Department

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. 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 Employer 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 Employer for at least six (6) months except where it can be proven that an employee who, by the nature of his position, is indispensable to the continued operation of a department. Notice of lay-off shall be given as set out in Article 10.04.

**9.04** 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 Employer shall meet with the Union President or his designate(s) and if a mutually acceptable agreement can be reached on a workable solution such solution may be implemented for a specified period of time.

**9.06** 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 Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer and to call in the International for this purpose when an officer of the Local is involved. In the event of a discharge of an employee, the Employer shall simultaneously furnish reason for such discharge in writing.

**10.02** In the event of a lay-off for less than fifteen (15) consecutive working days an employee shall be considered an employee of the Employer for all purposes except payment of wages.

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

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

**11.02** That for all hours worked in excess of the regular work day on any day from Monday to Friday inclusive 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 three (3) times the hourly rate (including holiday pay) granted in accordance with Article 12.01 and 12.02.

**11.05** Overtime may be banked for time off with pay at a later date under the following conditions:

- (i) It shall be at the Employee's option to elect banking of overtime.
- (ii) All overtime shall be banked at the applicable rate, as defined in Article(s) 11.02, 11.02 and 11.04.

- (iii) Banked time off shall be taken at a time mutually agreed to by the Employee and the foreman.
- (iv) The Employer shall make all contributions required under the terms of this Agreement during periods when an Employee is on banked time off, banked time off shall be considered as earnings under the terms of this Agreement.

**11.06** 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.

**11.07** 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.

**11.08** If it is agreed between the Parties that the foregoing provisions of Article 11.06 are unworkable, the Employer shall meet with the Union President or his designate(s) and if a mutually acceptable agreement can be reached on a workable solution, such solution may be implemented for a specified period of time.

## **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** 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 Employer 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**

**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 Employer, provided the Employer 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 Employer 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 Employer 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 - EDUCATIONAL TRAINING AND RETRAINING FUND AND PROGRAM**

It is hereby agreed and understood that Article 14 - Educational Training and Retraining Fund and Program shall be excluded for the term of this Agreement unless otherwise mutually agreed by the parties.

**14.01** Effective July 1, 2001 the Employer shall pay six dollars and twenty-five cents (\$6.25) per week for each employee covered by this contract to the Vancouver Local No. 525-M, Graphic Communications International Union, Educational Training and Retraining Trust Fund for the purpose of providing education and training for apprentices and retraining for journeymen.

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

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

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

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

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

#### **14.06 Joint Educational Training and Retraining Committee**

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

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

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

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

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

## **ARTICLE 15 - APPRENTICESHIP**

**15.01** Periods of apprenticeship, which shall include the probationary period are as follows:

Artists	5 years
Camera Operators	5 years
Strippers and Assemblers	5 years
Platemakers	5 years
Compositors	5 years
Finishing Dept. Journeyman I	5 years
Collator Operators (Web Fed)	5 years
Die Makers	5 years
Machine Adjusters	5 years
Graphic Arts Applications Programmers	5 years
Litho Pressmen	4 years
Letterpressmen	4 years
Cutting and Creasing Pressmen	4 years
Litho Sheet Fed Feeders	2 years
Letterpress Feeders	2 years
Roll Tenders (Web Feeders)	2 years
Rotary Feeders	2 years
Cutting & Creasing Feeders	2 years
Finishing Dept. Journeymen II	2 years
Copy Typists	2 years
Plate Grainers	2 years
Varnish Machine Operators	2 years

**15.02** (a) All apprentice applicants shall be examined at the Graphic Arts Training Institute of B.C. training facilities by the Educational Director and the Instructor in the branch of the trade in which the apprentice is to be trained prior to employment and the results of such examination shall be of prime consideration in choosing the apprentice.

Except the review procedure for applicants for apprenticeships under the terms and conditions of Article 15.02 (g), (h) and (i), the performance of the applicants will be discussed with the pressmen under whose direction the applicants have worked. The results of these discussions will be of prime consideration in the selection process. Unsuccessful applicants shall be advised by the Employer.

(b) Apprentices shall not be required to perform any work not related to the branch of the trade to which they are indentured except as provided within this Article 15, or in the case of emergency and then only on production or related work. The Union shall be notified in each instance.

(c) Platemaker apprentices shall receive a minimum of six (6) months training in stripping and assembling and three (3) months training in camera to be completed by the beginning of the last year of their apprenticeship. Such training whenever possible shall be in periods of not less than one (1) continuous week at a time.

(d) Stripper and assembling apprentices shall receive a minimum of six (6) months training in camera and three (3) months training in platemaking to be completed by the beginning of the last year of their apprenticeship. Such training whenever possible shall be in periods of not less than one (1) continuous week at a time.

(e) Camera apprentices shall receive a minimum of six (6) months training in stripping and assembling and three (3) months training in platemaking to be completed by the beginning of the last year of their apprenticeship. Such training whenever possible shall be in periods of not less than one (1) continuous week at a time.

(f) Compositor apprentices shall receive adequate training in the following functions: proofreading, job composing, book composing, lock-up, linotype and any other machines or functions practised in the composing room. (Although the above is the normal flow, it is not mandatory that an apprentice follow the exact sequence, provided that he/she receives adequate training in each function).

(g) All offset press apprentices shall be drawn from journeyman feeder operators (offset). If a suitable applicant is not available in the plant in which the apprentice is to be indentured, then one shall be chosen from among the journeyman feeder operators available through the Union. An employee's wages shall not be reduced when moved to an apprenticeship in the plant in which he/she is employed.

(h) All letterpress apprentice pressmen shall be drawn from journeymen feeder operators (L/t/p). An employee's wages shall not be reduced when moved to an apprenticeship in the plant in which he/she is employed.

(i) All offset apprentice feeder operators shall be drawn from flyboys. If a suitable applicant is not available in the plant in which the apprentice is to be indentured, then one shall be chosen from among the flyboys available through the Union. An employee's wages shall not be reduced when moved to an apprenticeship in the plant in which he/she is employed.

(j) All members including flyboys and general production workers shall be given first consideration for apprenticeship in all other branches of the trade.

**15.03** Apprentice minimum starting rates and progression shall be as follows:

**Five Year Apprenticeship**

Art, Camera, Stripping and Assembling, Platemaking, Compositors (Proofreaders, Computer Typesetters, Key punch or Perforator operators and Mark-Up men), Graphic Arts Applications Programmers, Graphic Arts Applications Systems Analysts, Cutting and Folding Machine Operators, Die Makers and Machine Adjusters, Collator Operators (Web Fed) and on Presses where the apprentice is not a Journeyman Feeder.

First year starting rate	50%	Second six months	55%
Second year	60%	Second six months	65%
Third year	70%	Second six months	75%
Fourth year	80%	Second six months	85%
Fifth year	90%	Second six months	95%
Thereafter-Journeyman's Scale			

**Four Year Apprenticeship**

Litho, Letterpress, Cutting and Creasing Pressman

First year starting rate	83%	Second six months	85%
Second year	87%	Second six months	89%
Third year	91%	Second six months	93%
Fourth year	95%	Second six months	97%
Thereafter-Journeyman Pressman's rate			

**Two Year Apprenticeship**

Litho, Letterpress and Boxboard Apprentice Feeders, Copy Typist and Plate Grainers.

First year starting rate	76%	Second six months	82%
Second year	88%	Second six months	94%
Thereafter-Journeyman's rate			

## Two Year Apprenticeship

Finishing Department Journeyman II

First year starting rate	60%	Second six months	70%
Second Year	80%	Second six months	90%
Thereafter-Journeyman II rate			

**15.04** In no instance shall an apprentice be allowed to work overtime unless with a journeyman of the same branch of the trade, except that, apprentices who have started a job during the regular shift and had it approved by the foreman as correct may work overtime to complete the job. A further exception is wash-up crews.

**15.05** The ratio of apprentices in the press department shall not be more than one (1) apprentice to four (4) journeymen. The ratio of apprentices in each of the other departments shall not be more than one (1) apprentice to five (5) journeymen employed in each department.

In establishments in which the above ratios are not applicable, not more than one apprentice shall be permitted for each five (5) journeymen in all departments. All new apprentices shall be required to sign a certificate of Apprenticeship with the Provincial Government Apprenticeship Board as required by law.

**15.06** No journeyman feeder shall take a reduction in wages when moved up to a larger press. However, should the Feeder Operator have had no previous experience on larger presses, then he/she may work for three (3) months at the rate he/she was receiving at the time of the move. At the end of the three (3) month period he/she must be raised to the full scale as set for Feeder Operators on the press on which he/she is working.

**15.07** It is agreed that all apprentices shall be required to attend training classes at the Graphic Arts Training Institute of B.C. as a condition of their apprenticeship if such courses are available at any time during their apprenticeship.

## **ARTICLE 16 - MANNING**

**16.01** The following are minimum press complements on Lithographing (offset) Presses. All press sizes referred to are for maximum sheet sizes capable of being fed through the press.

- (a) All single colour presses up to and including 30 inches.  
One Journeyman Pressman
- (b) All single colour presses over 30 inches.  
One Journeyman Pressman  
One Journeyman Feeder
- (c) Two Colour Presses up to and including 30 inches.  
One Journeyman Two Colour Pressman  
\*with adequate floor help
- (d) Two Colour Presses over 30" up to and including 40 inches.  
One Journeyman Two Colour Pressman  
One Journeyman Multi Colour Feeder
- (e) Two Colour Presses over 40 inches.  
One Journeyman Two Colour Pressman  
One Journeyman Multi Colour Feeder  
One Flyboy or Feeder  
In addition Presses over 60" will require \*adequate floor help.
- (f) Four Colour Presses up to and including 30 inches.

One Journeyman Four Colour First Pressman  
One Journeyman Four Colour Second Pressman  
One G.P.W. or Flyboy who may be used as floor help between the above press and a five colour up to 40" press with CPC.

No current employee (as at May 1, 1988) shall be adversely affected in any way by the application of the foregoing.

(g) Four Colour Presses over 30 inches up to and including 40 inches.  
One Journeyman Four Colour First Pressman  
One Journeyman Four Colour Second Pressman  
One Journeyman Multi Colour Feeder

(h) Four Colour Presses over 40 inches  
One Journeyman Four Colour First Pressman  
One Journeyman Four Colour Second Pressman  
One Journeyman Multi Colour Feeder  
One Journeyman Feeder or Flyboy  
In addition to the above, presses over 60" will require \*adequate floor help.

(i) Five Colour Presses up to and including 40" equipped with C.P.C.  
One Journeyman Five Colour First Pressman  
One Journeyman Five Colour Second Pressman  
One Journeyman Multi Colour Feeder  
\*with adequate floor help

(j) Five Colour Presses.  
One Journeyman Five Colour First Pressman  
One Journeyman Five Colour Second Pressman  
One Journeyman Multi Colour Feeder  
Two Flyboys  
In addition, presses over 60 inches will require \*adequate floor help.

For the purposes of manning, the press shall be considered a five colour when all five units are on pressure. When the press operates as a four colour or less, i.e. four units or less on pressure, one flyboy may be dropped from the crew. If the press starts the shift as a five colour the five colour crew shall be maintained for the full shift. If the press starts the shift as a four colour or less the crew shall be increased to the full five colour complement at the time make ready begins on the five colour operation as defined above.

All wage rates are to be retained regardless of the number of units in operation.

(k) Six Colour Presses up to and including 40 inches equipped with C.P.C.  
One Journeyman Six Colour First Pressman  
One Journeyman Six Colour Second Pressman  
One Journeyman Multi Colour Feeder  
In addition there shall be floor help in the form of a Flyboy or Feeder.

At the discretion of the pressman the floor help (Flyboy or Feeder) required on the six colour 40" press equipped with C.P.C. may be allowed to work elsewhere in the pressroom. Such floor help must be immediately available to return to the press.

No current employee (as at May 1, 1988) shall be adversely affected in any way by the application of the foregoing.

(l) Rotary 8 plate four unit 38".  
One Journeyman, Head Pressman  
One Journeyman, Second Pressman  
One Journeyman, Third Pressman

One Journeyman, Roll Tender (Web Feeder)

One Web Flyboy

In addition to the above, one (1) web Flyboy shall be added to the crew when two folders are in operation.

- (m) Rotary A.T.F. 14 plate 7 unit or 16 plate 8 unit 38"  
Manning when seventh (7th) or eighth (8th) unit is on impression.

One Journeyman, Head Pressman

One Journeyman, Second Pressman

Two Journeymen, Third Pressman

One Journeyman, Roll Tender (Web Feeder)

One Web Flyboy

In addition to the above, one (1) Web Flyboy shall be added to the crew when two folders are in operation.

- (n) Rotary ten plate five unit 40"  
One Journeyman, Head Pressman  
One Journeyman, Second Pressman  
One Journeyman, Third Pressman  
One Journeyman, Roll Tender (Web Feeder)  
Two Web Flyboys

- (o) Rotary ten plate five unit web presses up to and including 26".

One Journeyman, Head Pressman

One Journeyman, Second Pressman

One Journeyman, Roll Tender (Web Feeder)

One Web Flyboy

In addition to the above, adequate floor help shall be added when required.

\*\*"Adequate floor help" means people other than the press crew to make loads, handle stock etc., who are readily available to the press crew to handle stock loads up to and away from the press. When "adequate floor help" is not available to the press crew, a press tender (flyboy) shall be added to the press crew.

- (p) Rotary forms press over 26" up to and including 34" with rewind, and a maximum of four (4) units:  
One (1) Journeyman Rotary Pressman  
One (1) Press Helper

At the discretion of the Pressman, the Press Helper may be allowed to work elsewhere in the Press Room. The Press Helper must be immediately available to return to the Press.

**16.02** In the case of a manning shortage due to sickness or like emergency, equipment shall nevertheless be permitted to operate notwithstanding the manning clauses of Section 1, Article 16, provided the Union has been immediately notified when such shortage has occurred, and cannot supply a qualified replacement.

### **16.03 Composing Room**

It is agreed that no one other than journeymen or apprentices shall be permitted to perform the duties of proofreading.

## **ARTICLE 17 - NEW MACHINES OR PROCESSES**

**17.01** The Employer 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 Employer further agrees to give the Union ninety (90) days notice in writing prior to the installation of any such equipment or adoption of new processes and during such ninety (90) days to meet with the Union at any time upon request for consideration of the manning of such machines or handling of such processes, the conditions of work 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 Employer agrees that it will not change its present method of production before giving ninety (90) days notice of such proposed change to the Union in order that the parties may meet to consider whatever other related changes are required.

## **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 Employer to explore and promote new markets, and require the co-operation of the Employer 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 as to avoid if possible layoffs resulting from the introduction of new types of equipment or new processes.

**18.03** 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.

**18.04** The Employer and the Union agree to the establishment of an Industrial Advisory Committee. This Committee will be composed of three (3) members from each of the parties and may be enlarged by mutual consent providing the representation is equal at all times. The Committee will meet at the call of either party on seventy-two (72) hours notice.

The Committee will have a broad scope in discussing and advising on items of interest to both parties including technological developments, trends in the industry, etc. Its major role will be to afford the opportunity for discussion and consideration of the interest of both parties to improve communications between the parties.

## **ARTICLE 19 - 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 employment with the Employer, such employees shall receive from their Employer, 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/she is entitled in lieu of notice.

## **ARTICLE 20 - PIECE WORK AND BONUS**

It is further agreed by the Employer 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 Employer shall affix the G.C.I.U. Label on all negatives, positives, plates, type proofs, paste-ups and art work to be used outside of the plant in which they are made.

**21.03** Upon request by the Shop Delegate, the Employer 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 22 - 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 23 - MANAGEMENT PREROGATIVE**

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

**24.02** The Employer agrees to grant leave of absence without prejudice to a maximum of three (3) weeks in each two year period, to the employee who has been elected to represent the Union at the convention, a conference or a seminar of the Graphic Communications International Union, subject to the following: (a) That in respect to the International Convention, the Union shall give the Employer at least thirty (30) days notice and in the case of a conference or seminar ten (10) working days notice of the name of the delegate for whom the leave of absence will be required. (b) That the Union shall make every effort to provide a qualified substitute. Additional leaves of absence shall not be unreasonably denied.

**24.03** The Employer 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 Employer agrees that members shall not be discharged during periods of absence because of illness, injury or vacation and that upon return from such absence the member shall be re-employed in his or her former job unless the parties to the 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** 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.

**24.06** 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 Employer 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.

#### **ARTICLE 25 - 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 26 - WELFARE**

It is hereby agreed and understood that Article 26 – Welfare shall be excluded for the term of this Agreement unless otherwise mutually agreed by the parties.

**26.01** (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.

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

#### **ARTICLE 27 - PENSION**

It is hereby agreed and understood that Article 27 and Appendix "C" - Pension shall be excluded for the term of this agreement unless otherwise mutually agreed by the parties.

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

#### **ARTICLE 28 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM**

It is hereby agreed and understood that Article 28 – Long Term Disability and Supplemental Retirement Program shall be excluded for the term of this Agreement unless otherwise mutually agreed by the parties.

**28.01** Effective July 1, 2001 and thereafter, the Employer shall pay an amount of money equal to four (4) percent 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 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 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.

**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 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 43 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 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 - 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 Employer shall not discharge, discipline or otherwise discriminate against any such employee.

## **ARTICLE 30 - GRIEVANCE AND ARBITRATION**

**30.01** 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 Employer on account of such differences or grievance until the following procedure has been carried out:

**30.02** (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.

(d) The parties mutually agree to exclude the operation of Section 96. Sub-section 1 of the "Labour Code of B.C. Act" from this Agreement.

### **30.03 Expedited Arbitration Procedure for collecting monies owed to various Local Funds**

(a) Notwithstanding anything contained in Sections 30.01 and 30.02 herein, a failure of the Employer 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 26.01 and Appendix "B" G.C.I.U. Local 525M Welfare Plan; Article 26.02 and Appendix "D" G.C.I.U. Local 525M Dental Plan; Article 27 and Appendix "C" G.C.I.U. Local 525-210 Pension Plan; Article 28 - G.C.I.U. Supplemental Retirement and Disability Fund; of this agreement may, as an alternative to Sections 30.01 and 30.02 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 Employer 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 Employer 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 Employer on the third day after the day on which it was mailed.

(d) If the Employer 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 Employer 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 an Employer 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 Employers 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 Employer.

(iv) The arbitrator(s) shall have the full authority of an arbitrator appointed pursuant to the Labour Code of British Columbia. Without limiting the generality of the foregoing the arbitrator(s) shall have the authority to order the Employer to perform its obligations pursuant to this agreement and relevant trust agreement or agreements, and may, in addition to ordering the Employer to make all contributions owing, order the Employer 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 Employer 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 Employer 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 Employer'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 Section 110 of the British Columbia Labour Code and may be enforced thereunder.

The Union, Employers or trustees may take any other action they deem advisable to enforce the obligations of an Employer as set out in this Section notwithstanding any other provision of this agreement.

#### **ARTICLE 31 - 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/she first notifies management before entering plant. The time of this visit shall be mutually agreed by the parties hereto.

#### **ARTICLE 32 - 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 33 - NAMING SHOP STEWARDS**

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

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

#### **ARTICLE 34 - SANITATION AND SAFETY**

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

(b) Whenever 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.

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

**34.03** 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 Employer shall be provided by the Employer.

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

**34.05** 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.

**34.06** 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.

**34.07** 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.

**34.08 a)** The Employer agrees that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

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

#### **ARTICLE 35 - JURY DUTY**

**35.01** 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/she 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/she is serving on Jury Duty or appearing as a Crown or Subpoenaed Witness he/she 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.

**35.02** 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 36 - BEREAVEMENT LEAVE AND PAY**

A regular employee will be granted up to five (5) days' leave of absence with pay between Monday and Friday inclusive for the purpose of making arrangements and attending the funeral in the event of the death of their spouse 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 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 37 - COMPENSABLE ACCIDENT PAY**

Effective July 1, 2001 in the case of an industrial accident, the Employer will pay the difference for nine (9) weeks between the injured employee's wages and the Workers' Compensation Board rates, without prejudice.

#### **ARTICLE 38 - 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 39 - 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 40 - 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 41 - AGREEMENT CONTINUITY**

This contract shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. The Employer 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 Employer agrees that all obligations of this contract shall become a condition of any sale, transfer, lease or assignment.

#### **ARTICLE 42 - EMPLOYMENT STANDARDS ACT**

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

#### **ARTICLE 43 - DURATION OF AGREEMENT**

**43.01** The Parties agree that this Agreement will be for one (1) years duration, effective July 1, 2001 to and including June 30, 2002 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.

**43.02** 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 Employer 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.

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

APPENDIX "A" – WAGE SCHEDULE

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A	1	Journeyman Dot Etcher (Colour Corrector)	24.21	847.35
	2	Journeyman Process Artist	24.21	847.35
	3	Journeyman Commercial Artist (including Art Layout, Art Ruling, Paste-up and operation of Art Lettering Machines)	16.83	589.05
B	1	Journeyman Process Colour Camera Operator	24.21	847.35
	2	Journeyman Scanner Operator	27.78	972.30
	3	Journeyman Life and Halftone Camera Operator (including development of all film sensitized paper, tapes, making brownlines, blueprints, etc.)	23.17	810.95
C	1	Journeyman Assembler	23.17	810.95
	2	Journeyman Stripper (including assembly and stripping of negatives and positives; masking, opaquing, spotting, paste-up, making brownlines, blueprints, and other associated activities)	23.17	810.95
D	1	Journeyman Platemaker (including photo- composing machine operators, vacuum frame operators, finishers, provers, layout men, transfers and persons engaged in all other photoplatemaking routines)	23.17	810.95
OFFSET PRESS - SHEETFED				
E	1	Single Colour to and including 18"	16.83	589.05
	2	Single Colour 18" to and including 21"	20.47	716.45
	3	Double or Tandem Presses to and including 21"	20.58	720.30
	4	Journeyman Single Colour Pressman over 21" up to and including 42"	23.17	810.95
	5	Journeyman Single Colour Pressman over 42"	23.30	815.50
	6	Journeyman Two-Colour Pressman up to and including 30"	17.85	624.75

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	Journeyman Two-Colour Pressman over 30" up to and including 54"	24.87	870.45
	Journeyman Two-Colour Pressman over 54"	25.31	885.85
7	Journeyman Four-Colour First Pressman up to and including 30"	25.31	885.85
	Journeyman Four-Colour Second Pressman up to and including 30"	23.66	828.10
	Journeyman Four-Colour First Pressman over 30"	26.13	914.55
	Journeyman Four-Colour Second Pressman over 30"	25.10	878.50
	Journeyman Five-Colour First Pressman over 40"	27.07	947.45
	Journeyman Five-Colour Second Pressman over 40"	25.37	887.95
9	Journeyman Varnish Machine Operator	20.42	714.70
10	Journeyman Sheeter Operator Progression: 1-3 months 90% of Journeyman rate 4-6 months 95% of Journeyman rate 7 months and thereafter 100% of Journeyman rate	19.18	671.30
11	Journeyman Press Assistants Feeder Operators		
	Multi Colour	19.95	698.25
	Multi Colour over 50"	20.42	714.70
	Single Colour 22" x 34"	18.38	643.30
	Single Colour over 22" x 34"	19.24	673.40
	Single Colour over 50"	19.59	685.65
	Hand Feeder (Press or Varnish Machine)	19.24	673.40
	Flyboys	14.93	522.55
	Flyboys (2 years experience)	15.49	542.15
12	Bronzing Premium (to be paid while bronzer is running and during clean-up period)		
	First Pressman	.60	
	Second Pressman	.55	
	Feeder	.50	

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WEB PRESSES

F	1	8 Plate - Four Unit, 14 Plate - Seven Unit, 16 Plate - Eight Unit, 38" and 10 Plate - Five Unit, 40" Web Offset Presses		
		Journeyman Head Pressman	27.50	962.50
		Journeyman Second Pressman	25.30	885.50
		Journeyman Third Pressman	23.17	810.95
		Journeyman Roll Tender (Web Feeder)	19.96	698.60
		Web Flyboy	15.19	531.65
		Web Flyboy (2 years experience)	15.80	553.00
	2	10 Plate - Five Unit Web Offset Presses up to 26"		
		Journeyman Head Pressman	26.60	931.00
		Journeyman Second Pressman	25.10	878.50
		Journeyman Roll Tender (Web Feeder)	19.96	698.60
		Web Flyboy	15.19	531.65
		Web Flyboy (2 years experience)	15.80	553.00

BUSINESS FORMS PRESSES

G	1	Journeyman (O.P.M.) Rotary Pressman	23.17	810.95
	2	Journeyman Rotary Pressman up to 26" with rewind	23.65	827.75
	3	Journeyman Collator Operator (Web Fed)	23.17	810.95
	4	Journeyman Rotary Feeder	19.24	673.40

LETTERPRESS DEPARTMENT

H	1	Journeyman Letter Pressman (Cylinder and Platen)	23.17	810.95
	2	Journeyman Assistants (Feeder Operators)	19.57	684.95
	3	Journeyman Cutting and Creasing Pressman	23.17	810.95
	4	Journeyman Die-maker	23.17	810.95
	5	Journeyman Machine Adjuster	23.17	810.95
	6	Journeyman Cutting and Creasing Feeder	19.57	684.95

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COMPOSING ROOM

I	1	Journeyman Compositor (Hand Typesetting, Machine Operators, Make-up Men, Bank Men, Stone-hands, Phototypesetting Machine Operators, Proof Readers, Perforator Operators)	16.32	571.20
	2	Journeyman Machinist Operator (Linotype operators who service their machines)	23.44	820.40
	3	Journeyman Machinist	23.44	820.40
	4	Journeyman Photocomposing Machine Mark-up Man	23.77	831.95
	5	Journeyman Phototypesetting Machine Operator (T.X.T. or similar hardware)	23.52	823.20
	6	Elrod Operator	16.65	582.75
	7	Copyholder	14.93	522.55
	8	Journeyman Copy Typist	19.90	696.50

GRAPHIC ARTS APPLICATIONS DEPARTMENT

J	1	Graphic Arts Applications Programmer	23.77	831.95
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MAINTENANCE DEPARTMENT

K	1	Senior Maintenance Man	24.17	845.95
	2	Maintenance Man	23.44	820.40
	3	Maintenance Helper	18.15	635.25

FINISHING DEPARTMENT

L	1	Journeyman I (formerly Folding Machine and Cutting Machine Operator)	23.17	810.95
	2	Journeyman II (formerly Finishing Girls)	16.29	570.15
	3	Shippers	17.55	614.25

When the Union is unable to furnish the required personnel under L-2 of Appendix "A" then the Employer may be permitted to employ temporary, part-time personnel at 75% of the rate shown for classification for L-2, provided that they be placed on a Union Permit and that they shall be replaced by a Union member as soon as one becomes available in the proper classification.

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GENERAL WORKERS

M	1	General Workers	15.30	535.50
	2	Janitors	14.93	522.55

SHOWCARD DEPARTMENT

N	1	Linoscribe Operator	16.85	589.75
	2	Print-O-Sign Operator	16.85	589.75

O Operators and/or Journeymen of new machines and processes associated with the Lithographic Craft (rates to be established).

## 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** The Employer agrees to pay the full cost of the plan in the amount stipulated by the Trustees for each employee for each day or part day for which the employee is on the payroll.

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

When reduced schedule is in effect, contributions shall be made based on 5 days (i.e. regular week) even when the work week has been shortened to a four day week (refer to Article 9.00). The Employer 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 Employers 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 Employers and the employees.

## APPENDIX C

### **GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-210, PENSION PLAN**

#### **(Refer to Article 27)**

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 (10<sup>th</sup>) 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/she 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/she chooses to pay, and during the leave does not pay when due, he/she 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 February 1, 1992 the Employer agrees to pay the full cost of the plan in the amount stipulated by the Trustees for each employee for each month or part month for which the employee is on the payroll.

**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 Employers 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.

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 EMPLOYER:

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\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Graphic Communications  
International Union  
Local 525-M

Candel Printing Ltd.

Robert Jennings, President

International President