

ARTICLES OF AGREEMENT

This Agreement dated the 1st day of August 1999

BETWEEN:

THE B.A.S.P. BUY & SELL PRESS LTD.
(Hereinafter referred to as the Company)
PARTY OF THE FIRST PART

AND:

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

WITNESSETH:

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

ARTICLE 1 - UNION RECOGNITION

1.01 The Company recognizes the Graphic Communications International Union, Local 525-M, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and/or other conditions of employment for sales staff on Vancouver Island.

1.02 The Company agrees it shall not sign or make any other agreement, written or verbal relating to any work covered under the terms of this agreement.

ARTICLE 2 - UNION SHOP

2.01 It shall be a condition of employment that all employees of the Company covered by this agreement who are members of the Union in good standing on the effective date of this contract shall remain members in good standing.

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

2.03 It shall also be a condition of employment that all employees covered by this contract and hired on or after its execution date shall on or before the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

2.04 The Company agrees to notify each new employee that he or she will be required to make application for membership in the Union within thirty (30) days from the date of employment. The Company shall also 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 this failure to tender initiation fees or dues, then within ten (10) days after written notice from the Union, the Company shall discharge such employee.

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

ARTICLE 3 - HIRING

The Company agrees to inform the Union of all position vacancies covered by this Agreement and when a vacancy occurs or a new position is created within the bargaining unit, the job will be posted on the electronic bulletin board (CCMail #Biz) and the office bulletin board. In addition, it will also be faxed to those not having access to CC Mail.

ARTICLE 4 - DUES CHECK-OFF

4.01 The Company agrees, upon receipt of signed authorization to deduct from the earnings of each employee, Union dues and assessments as authorized by the individual employee provided there are sufficient wages owing to the employee and remit same to the Union office not later than the tenth (10th) day of the following month. The Company shall at the time of making such payment to the Union, submit a typewritten statement (clarify information required on statement first). 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.

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

ARTICLE 5 - WAGES

5.01 During the term of this contract the minimum salary rates to be paid shall be as set out in the Wage Schedules Appendix "A" of this agreement.

5.02 Wages are paid semi-monthly, on the 15th and the last day of each month. If either of these days falls on a weekend, paycheques are issued on the Friday before.

(a) An employee has the option of receiving a cheque or having the money automatically deposited directly into a bank account.

(b) For commissioned sales reps, commissions are paid in the month following the sales, i.e. December sales commission are payable in January.

ARTICLE 6 - HOURS OF WORK

6.01 The regular work week shall be thirty-seven and one-half (37-1/2) hours, Monday to Friday inclusive and the regular work day shall be seven and one-half (7-1/2) hours, excluding the lunch period.

6.02 There shall be a luncheon period of not less than one-half hour or more than one hour, to be completed within not more than five hours after the start time of the shift.

Employees shall not be required to work during their normal lunch period except in the case of emergency.

6.03 All time worked before or after the established shift to which an employee has been assigned or on a sixth or seventh shift within a work week, shall be considered overtime.

6.04 The starting time for day shifts shall be 9:00 a.m.

ARTICLE 7 - REDUCED SCHEDULE

7.01 Whenever slack periods occur in the sales department, the Company agrees to discuss with the Union President or his designate(s) all problems of employment and hours of work which would disturb the continuity of employment for those members who have been regularly employed for six (6) months or more.

7.02 (a) Should conditions warrant a reduction of working hours, the Company may institute reduced hours of work instead of laying off employees, providing such reduction shall be equal on each day of the week or a four day week may be instituted, Monday to Thursday inclusive in one or both of the departments listed below. Notice of any change in the schedule of hours shall be posted prior to one (1) full working day before such change becomes effective, but the Company shall make every reasonable effort to give the maximum notice possible.

(b) Sales Department

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

At any time that a department is on a reduced schedule no person in a department that is not on a reduced schedule shall be permitted to work in that department that is on a 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 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 7, Reduced Schedule, are not adequate to meet the reduced work requirements, the Company shall prior to shortening staff, apply a share the work programme for a limited period, not to exceed six (6) weeks. Under such programme each regular employee shall share equally in the available work within the department and a list shall be kept and posted to insure that the layoffs are equitable to all employees. If the above requirements do not then provide for 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 within the department.

7.03 The above procedure shall be followed before there are any layoffs among employees that have worked for the Company for at least six (6) months. Notice of layoff shall be given as set out in Article 8.

7.04 If it is agreed that the foregoing provisions of this Article 7 are unworkable the Company shall meet with the Union President or his designate(s) and if a mutually acceptable agreement can be reached on a workable solution, such solution may be implemented for a specified period of time.

7.05 Employees shall not be denied a regular shift's pay (in accordance with Articles 10 and 11) for holidays and/or vacation days falling within a period of reduced working schedules.

ARTICLE 8 - LAYOFF AND DISCHARGE

8.01 No employee may be discharged or disciplined except for just cause. In the event of the discharge of an employee, the Company shall furnish reason for such discharge in writing to that employee and shall fax a copy to the Union office.

8.02 In the event of a layoff for less than fifteen (15) consecutive working days an employee shall be considered an employee of the Company for all purposes except payment of wages.

8.03 In the event of layoffs, layoffs shall be on the basis of seniority.

ARTICLE 9 - OVERTIME

9.01 (a) Working overtime may sometimes be required.

(b) Overtime means any hours worked over the legal standard number of hours, that is, eight (8) in one day and forty (40) in a week. Overtime will be paid at time plus one-half of employees regular pay. Double time is paid for all hours worked in excess of eleven (11) in one day and forty-eight (48) in one week.

(c) Overtime must be approved in advance by an employee's supervisor or manager.

ARTICLE 10 - HOLIDAYS

10.01 Commissioned Employees

An employee is entitled to time off with pay on the following legal general holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day (July 1)	Christmas Day
B.C. Day	Boxing Day

(a) An employee who works on a holiday must be paid for that day at 1-½ times the employee's regular wage for the time worked up 10.5 hours, and double time thereafter.

In addition, the employer must give the employee a working day off with pay.

(b) If a general holiday falls on a non-working day, an employee is entitled to an alternative working day off with pay at another time not later than the employee's annual vacation, or at termination.

(c) If a general holiday falls during an employee's annual vacation, that employee is entitled to an alternative working day off with pay as part of the vacation, or at another time not later than the employee's next annual vacation, or at termination.

ARTICLE 11 - VACATIONS

11.01 A commissioned employee, that is, an advertising sales representative who has completed one (1) year of continuous service is entitled to two (2) weeks of vacation with pay calculated on the basis of four percent (4%) of gross earnings of the previous year.

11.02 After five (5) years of service, entitlement increases to three (3) weeks with pay calculated on the basis of six percent (6%).

11.03 After ten (10) years of service, entitlement increases to four (4) weeks, with pay calculated on the basis of eight percent (8%).

11.04 (a) An advertising sales representative is required to submit, in advance of his or her vacation, ad runsheets for any issue(s) which will be published during the vacation. Commissions will be paid on the totals of those runsheets.

An advertising sales representative will also receive commissions on any ads received while he or she is on vacation, provided the sales rep had worked on those accounts prior to his or her vacation and had included them on the list of "maybes" and "leads" submitted to the Regional Manager

(b) The rep will not receive commissions from any new ads or accounts accrued from his or her territory during the vacation that had not run with the BASP before, or that the sales rep had not been aware of; but upon the return of the rep, those accounts become his or hers.

11.08 Vacation Scheduling for all Employees:

(a) All vacation time due or payable must be taken within ten (10) months of an employee's employment anniversary date.

(b) A vacation schedule for the department will be made up by the Regional Manager based on department needs and employee requests.

(c) Preference in the selection and allocation of vacation time will be determined on the basis of workload and seniority within the department.

ARTICLE 12 - CAREER DEVELOPMENT

12.01 The Company may offer employees the opportunity to attend one or two day seminars during Company time, during which time the Company will bear the full cost of the course, travelling, expenses etc.

In addition, the Company will pay one-half of all fees and tuitions and the cost of the books or courses taken outside of the Company related to the employee's current or potential jobs within the Company.

A request to approve educational courses should be submitted to the employee's manager, with a copy to the General Manager, prior to the start of the course. Reimbursement will be made upon submission of proof of successful completion.

12.02 Where the Employer requires an employee to attend a course of training and the employee agrees, the Employer will bear the full cost of the course of training, necessary travelling and subsistence expenses, and other legitimate expenses where applicable.

ARTICLE 13 - TECHNOLOGICAL DEVELOPMENTS

13.01 This article will not interfere with the right of the Company to make such changes in methods of operation as are consistent with technological advances in the publishing industry.

13.02 In order to ensure 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 programmes for the retraining and rehabilitation of employees in new skills required, so as to avoid, if possible, layoffs resulting from the introduction of new types of equipment or new processes.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

13.03 The Company agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. When it is necessary to reduce staff, Article 8 (Layoff) will apply.

13.04 It is agreed that this Article 13 shall apply only if the Company introduces a technological change that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies, and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

13.05 Where a technological change is introduced by the employer which results in the loss of employment for any employees, such employees shall receive from the employer, severance pay of one week's pay for each year of service to a maximum of eight (8) weeks' pay in addition to all other amounts due him or her.

ARTICLE 14 - SEVERANCE PAY

14.01 As per Labour Standards.

ARTICLE 15 - PIECE WORK AND BONUS

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

ARTICLE 16 - STRIKE AND/OR LOCKOUT WORK

16.01 (a) It is further stipulated that the Union reserves to itself and its members the right to refuse to execute work received from and/or destined for an employer with whom it is engaged in a strike and/or lockout.

16.02 (b) In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life times of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that during the lifetime of this Agreement, there will be no lock-out.

ARTICLE 17 - MANAGEMENT RIGHTS

17.01 The management of the business is vested exclusively in the Company. All functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Company.

17.02 The direction of the employees, including the hiring, dismissal, promotion, demotion and transfer of employees, is vested exclusively in the Company, except as may be otherwise specifically provided in the Collective Agreement.

17.03 Employees shall be governed by rules adopted by the Company and publicized on cemail with a copy to the Shop Steward who shall be responsible for informing employees in the bargaining unit, or by general distribution, provided that such rules are not in conflict with this Agreement.

ARTICLE 18 - INDIVIDUAL RIGHT OF EMPLOYEE

18.01 The Company agrees that it will not discharge, discipline or discriminate against any employee for any lawful Union activity or for serving on a Union Committee, or for reporting the violation of any provision of this agreement.

18.02 The Company agrees to grant leave of absence without pay and/or 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 biennial convention, a conference or a seminar of the Graphic Communications International Union, subject to the following: (a) That in respect to the International Convention, the Union shall give the Company at least thirty (30) days' notice and in the case of a conference or seminar fifteen (15) 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, if requested by the Company. (c) That the granting of such leave does not cause an unreasonable disruption of operation.

18.03 The Company agrees that adequate time off shall be allowed to the chosen employee representative for contract negotiations. It is further agreed that to facilitate a regular income for the employee, the Company shall pay the employee his regular straight time wage and the Union reimburse the Company for the earnings of the employee.

18.04 The Company agrees that employees shall not be discharged during periods of reasonable absence because of illness, injury or vacation and that upon return from such absence the employee shall be re-employed in his or her former job unless the parties to the Agreement determine that the employee is unable to perform his or her former duties. It is further agreed that in the event someone is employed to perform the duties of the employee 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.

18.05 The Company agrees to grant to an employee an unpaid leave of absence to a maximum of six (6) months for personal reasons, provided such leave does not cause an unreasonable disruption of the operation. Except in the case of emergency, the employee shall give thirty (30) days' notice for such leave in writing to the General Manager and/or Publisher.

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

Upon request by the Union, the Company will supply a seniority list to the Union, but not more frequently than once every six months.

An employee, after ninety (90) calendar days shall be considered a full-time employee and entitled to full benefits; holidays, vacations, and seniority as outlined in this contract.

(ii) Seniority status, once acquired, shall be lost and the employee deemed to have terminated employment for the following reasons:

- (a) Voluntary resignation
- (b) Discharge for cause
- (c) Lay-off in excess of twelve (12) months
- (d) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the employee according to the records of the company, or, failure in fact to return to work within a further five (5) days of such signification. An employee who so fails shall forfeit his claim to re-employment, unless the employee is on long-term disability.
- (e) Absence from work without leave of absence being granted, or satisfactory explanation being given to the Company, for an absence of three (3) working days or more.

18.07 Maternity leave - As per the Employment Standards Act.

18.08 The Company agrees to grant paternity leave of absence without pay to a maximum of three (3) days - one of which shall be the day of the birth or as per the Employment Standards Act of British Columbia.

18.09 An employee shall have the right on request of management to review his/her personal file by mutual consent at a mutually agreeable time and may elect to have a Union representative in attendance. Upon request, an employee shall be provided with copies of any and all material in his file.

18.10 Leaves provided for in this Article shall not constitute breaks for seniority purposes.

ARTICLE 19 - WELFARE

It is agreed that the Welfare Fund and Plan will be maintained as current practice.

(a) Group Life Insurance, Dependent life insurance, Dental Plan and Extended Health Benefits will be maintained as current Company Plan.

(b) Sick Leave will be maintained as set out in Appendix "B" of this agreement.

ARTICLE 20 - PENSION

It is agreed that the Group RRSP Plan will be maintained as current Company Plan.

ARTICLE 21 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM

21.01 It is agreed that the Long Term Disability Plan will be maintained as current Company Plan.

ARTICLE 22 - PICKET LINES

Notwithstanding any other provisions of this contract, the failure or refusal of any employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract and the Company shall not discharge, discipline or otherwise discriminate against any such employee.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of the Collective Agreement between the Company and any employee or employees bound by this Collective Agreement.

23.02 Grievances shall be settled in the following manner:

(a) If the employee has a complaint against the Company, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.

(b) If the Company has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

Step 1 - The employee involved shall first take up the grievance with the supervisor directly in charge of the work within seven (7) calendar days of the circumstances giving rise to the grievance. The employee may be accompanied by a Shop Steward or representative of the Union.

Step 2 - If the grievance is not satisfactorily settled at Step 1, the employee and the Shop Steward or Representative shall submit the grievance, in writing, to the General Manager or Publisher (designated by the Company) within the next seven (7) days.

Step 3 - If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next seven (7) calendar days to the Representative(s) of the Union and the Representatives of the Company. Failing settlement within a further ten (10) calendar days of receipt of notice, unless an extension is mutually agreed to, the dispute may be referred to arbitration, as set forth in Article 23.03 or 23.04. In the event a grievance is initiated by the

Company, the Company shall notify the Union, in writing, of the nature of the dispute and such notice shall be given within ten (10) calendar days of the circumstances giving rise to the grievance unless the parties agree to an extension of time. Failing settlement within ten (10) calendar days of receipt of notice, unless an extension of time is mutually agreed to, the dispute may be referred to arbitration as set forth in Article 23.03 or 23.04.

23.03 After completion of the grievance procedure, where any difference exists between the parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either party to an Arbitration Board of three (3) members composed as follows:

(i) The party desiring arbitration shall appoint a member for the Board and shall notify the other party, in writing, of its appointment and the particulars of the grievance in dispute.

(ii) The party receiving the notice shall, within ten (10) days of receipt of such notice, appoint a member to the Board and shall notify the other party of its appointment.

(iii) The two arbitrators so appointed shall confer to select a third party to be Chairman and failing for ten (10) days from their appointment to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman.

(iv) The Arbitration Board shall hear the parties and settle the terms of question to be arbitrated within fifteen (15) days of appointment of a Chairman, and shall make its award within fifteen (15) days of the final day of the hearing except when those times are extended by the agreement of the parties. The Board shall deliver its award in writing, to each of the parties and the award of the majority of the Board shall be final and binding on the parties.

(v) The Arbitrator shall not have any authority to make any decision inconsistent with the provisions of this Agreement and/or its memoranda; not to alter, modify, add to or amend any part of this Agreement; however, the Arbitrator may sustain or set aside or modify any discipline imposed by the Company or the grievor(s) in any manner he deems to be just and equitable. Each party shall pay their own costs and expenses of the arbitration, the remuneration and disbursements of their appointees and one-half the expenses of the Chairman.

23.04 As an alternative procedure to Article 8, the parties to this Agreement may, if it is agreed to do so, agree upon a single Arbitrator as a means of settling disputes appropriate to such procedure as follows:

(i) The party desiring arbitration under this article shall notify the other party, in writing, in accordance with the provisions of Article 23.02.

(ii) The parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within twenty (20) days of such notice or in the event one of the parties declines the procedure, notice of arbitration pursuant to Article 23.04 may be given by either party.

(iii) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the parties and settle the terms of question to be arbitrated within fifteen (15) days of the final day of the hearing except when those times are extended by agreement of the parties. The Arbitrator shall deliver his award in writing to each of the parties and the award shall be final and binding upon each of

the parties. An arbitration award under this article shall not be subject to further procedure under Article 8 of this Agreement.

(iv) Each party shall pay their own costs and expenses of the arbitration and one-half of the remuneration and disbursements or expenses of the Arbitrator.

(v) The Arbitrator shall not have any authority to make any decision inconsistent with the provisions of this Agreement and/or its memoranda; nor to alter, modify, add to or amend any part of this Agreement; however, the Arbitrator may sustain or set aside or modify any discipline imposed by the Company on the grievor(s) in any manner he deems to be just and equitable.

ARTICLE 24 - UNION ACCESS

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

ARTICLE 25 - BULLETIN BOARD

It is agreed that there shall be one bulletin board readily available to the employees, which will be available to the Union for the posting of notices and other items of interest to members.

This article shall not apply for the term of this agreement unless mutually agreed by the parties.

ARTICLE 26 - NAMING SHOP STEWARDS

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

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

ARTICLE 27 - SANITATION AND SAFETY

The parties agree to abide by the provisions in accordance with the regulations pursuant to the Workers' Compensation Act (B.C.).

ARTICLE 28 - JURY DUTY

28.01 Any employee receiving a call to serve on a jury, as a crown witness, or a subpoenaed witness will be granted leave with benefits and pay for the period of time required to be at the courthouse either on call or actually serving on a jury. However, the total sum of money earned from performing this duty will be deducted from the employee's Company paycheque dollar for dollar.

The employee is expected to immediately inform his or her manager of the jury call.

28.02 Any employee attending court for personal reasons will not be paid for time away from the job.

ARTICLE 29 - BEREAVEMENT LEAVE AND PAY

An employee shall be granted up to 5 consecutive days leave of absence without loss of pay in the event of the death of a spouse or children. Three (3) consecutive days leave without loss of pay shall be granted in the event of the death of the employee's immediate family which shall be limited to mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and any other relative with whom the employee permanently resides.

Such days absence shall include the day of the funeral.

ARTICLE 30 - 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 31 - 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 32 - 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 33 - AGREEMENT CONTINUITY

33.01 If a business or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings shall continue as if no change has occurred; and if a Collective Agreement is in force, it continues to bind the purchaser, lessee or transferee to the

same extent as if it had been signed by the purchaser, lessee or transferee, as the case may be.

33.02 If a question arises under this section, the Board, on application by any person, shall determine what rights, privileges and duties have been acquired or are retained, and for this purpose the board may make inquiries or direct that representation votes be taken as it considers necessary or advisable.

33.03 The Board, having made an inquiry or directed a vote under this section may;

(i) determine whether the employees constitute one or more units appropriate for collective bargaining.

(ii) determine which trade union shall be the bargaining agent for the employees in each unit,

(iii) amend, to the extent it considers necessary or advisable, a certificate issued to a trade union or the description of a unit contained in a Collective Agreement.

(iv) modify or restrict the operation or effect of a provision of a Collective Agreement in order to define the seniority rights under it of employees affected by the sale, lease transfer or other disposition, and

(iv) give directions the board considers necessary or advisable as to the interpretation and application of a Collective Agreement affecting the employees in a unit determined under this section to be appropriate for collective bargaining.

ARTICLE 34 - EMPLOYMENT STANDARDS ACT

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

ARTICLE 35 - EXPENSES AND EQUIPMENT

35.01 Car Allowance: The employer will pay car expenses substantiated by receipts to a maximum of \$520. per month. The difference between the receipts and the maximum car allowance of (\$520.) is to be paid to each employee as a taxable allowance at the end of the calendar year.

35.02 Cell Phone: The employer agrees to pay a cell phone allowance of \$250 per month to each employee.

The employee is required to have a cell phone in working order.

35.03 The employer will provide and maintain office equipment including computer and software required by each employee to perform their job. The employee is required to have home insurance. The employer will cover the cost of additional insurance for this equipment and a home based office to a maximum of \$50.per year.

35.04 Internet – If electronic mail or internet access is required the employer will provide each employee with an employer approved ISP (Internet Service Provider) at no cost to the

employee. This would also include an additional telephone line or cable service. It is understood that the employee will not exceed the maximum hours in the package.

35.05 Employee will submit all receipts within 45 days of receiving them.

ARTICLE 36 - EMPLOYEE INTEGRITY

36.01 It is understood and agreed that an employee has the right to express concern to the General Manager or Publisher over matters which he may feel to be a compromise of acceptable or ethical practices without fear of reprisal.

ARTICLE 37 - MISCELLANEOUS

37.01 Employees of the Company shall be free to engage in activities outside of working hours provided such activities are not demonstrably in conflict with their duties and responsibilities as employees of the Company, or in competition with the business of the Company.

ARTICLE 38 - TRANSFERS AND PROMOTIONS

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

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

38.03 The Employer agrees and shall give preference to qualified employees in filling vacancies in higher classifications to present employees who are members of the Union.

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

ARTICLE 39 - DURATION OF AGREEMENT

39.01 The parties agree that this agreement will be for four (4) years duration, effective August 1, 1999 to and including July 31, 2003 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 this Agreement.

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

39.03 Provided further, the parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the British Columbia Labour Relations Code.

APPENDIX A - WAGE SCHEDULE

Aug 1, 1999
Monthly

SALES DEPARTMENT

After 2 years	\$1,500.00
Starting Rate	\$1,200.00

COMMISSIONS

Display Sales Reps

- 15% commission on display sales, BASP and D.C.Tons.Of.Trucks and Island R.V.
- 20% commission on dealer photo ads BASP and D.C.Tons.Of.Trucks and Island R.V.12% commission on paid lineage
- 25% commission on internet display sales
- Commission on sales of future products will be negotiated.

Bonus Structure:

Individual sales goals will be set at a 5% increase over the last fiscal year. Any sales above this will be paid an additional 10% commission at the end of the fiscal year.

A \$400. Bonus will be paid for annual sales over \$5000. In Tons of Trucks sales.

A \$500. Bonus will be paid for annual sales over \$10000. In Internet Sales.

APPENDIX "B"

SICK LEAVE

It is agreed that a full-time employee is entitled to sick-leave pay for up to two weeks (10 working days) in one calendar year period. A medical doctor's note is required for three consecutive work days.

For sick-leave pay of more than two weeks and less than 17 weeks, Unemployment Insurance Commission EI has a provision whereby an employee becomes eligible to claim EI benefits after a two week-waiting period. The two weeks sick-leave pay that the BASP provides will, in most circumstances, make up for the two-week waiting period deducted from EI benefits.

For a longer term disability, that is, one that continues after the EI-allowed 17 weeks, an employee is eligible to claim benefits from Great West Life Insurance Company as appropriate to the coverage provided.

COMMISSIONED EMPLOYEE

It is agreed that a commissioned employee, that is, an advertising sales representative, is entitled to sick-leave pay for up to two weeks (10 days) in one calendar year.

For sick-leave pay of more than two weeks and less than 17 weeks, Unemployment Insurance Commission E I has a provision whereby an employee becomes eligible to claim EI benefits after a two week-waiting period. The two weeks sick-leave pay that the BASP provides will, in most circumstances, make up for the two-week waiting period deducted from EI benefits.

The amount representing the two weeks of sick leave pay will be calculated and prorated based on the last six months of earnings. The amount will not be tied to commissions earned from any specific issues of the Buy & Sell, just an average.

For a longer term disability, that is, one that continues after the UIC-allowed 17 weeks, an employee is eligible to claim benefits from Great West Life Insurance Company as appropriate to the coverage provided.

As soon as an advertising sales representative is not able to service his or her clients and/or submit runsheets in the prescribed manner because of an illness or injury, the commissions are suspended and paid to whoever is servicing the account.

During an advertising sales representative's sick leave, the BASP will, by whatever means necessary, manage (sell ads and service) that employee's accounts on his or her behalf for a period of six months. If the employee returns to work before the end of six months, those accounts will revert back to him or her. If the employee is away for longer than six months, his or her accounts will be distributed or reassigned.

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 2000.

SIGNED BY THE UNION:

Graphic Communications
International Union
Local 525-M

Robert Jennings, President

SIGNED BY THE COMPANY:

The B.A.S.P. Buy & Sell Press Ltd.

**Memorandum of Agreement
(Addendum to existing Collective Agreement)
Canada Trader.com and GCIU Local 525-M**

It is hereby agreed and understood by both parties to this agreement that the following bridging agreement shall constitute the terms and conditions of employment for Tammy Martin and such other office staff as may be employed by the employer at the Bay Street office in Victoria, until such time as the existing Collective Agreement is renewed; whereupon the contents of this agreement shall be incorporated into the Collective Agreement.

OFFICE STAFF:

1. Wages:	Office Co-ordinator	Hourly
	After 2 years	\$15.11
	After 1 year	\$14.86
	After 6 months	\$14.61
	Starting rate	\$14.36
	Ad Taker	
	After 2 years	\$13.39
	After 1 year	\$12.63
	After 6 months	\$12.08
	Starting rate	\$10.98

2. Call-in and Reporting Pay

In the event that full time office staff is recalled to work for any reason after having completed their shift and left the building, the employee will be paid for at least two (2) hours at the employee's regular rate.

3. Overtime

Article 9 of the Collective Agreement shall apply to office staff.

4. Part-time employees

Part-time employees are those employees who are hired to work less than 37.5 hours per week.

- (a) Part-time employees shall be compensated for statutory holidays in accordance with the Employment Standards Act.
- (b) Part-time employees shall be entitled to vacation pay as prescribed by the Employment Standards Act, which shall be payable on each paycheque.
- (c) Part-time employees shall be eligible for participation in the employer's Group Benefits Plan, provided they average a minimum of twenty-two and a half (22.5) hours per week.

- (d) Part-time employees shall be eligible for Sick Leave on a direct pro-rata basis, in accordance with the entitlement defined in the Collective Agreement.

5. Bargaining Unit Parameters

It is agreed that Maurice DuPerrault shall not become a member of the bargaining unit.

ALL STAFF:

6. Retroactive Compensation

In lieu of calculating retroactive compensation on an individual basis, it is agreed that the following one-time payments shall be made in the pay period immediately following ratification to the employees named herein:

- (a) Tammy Martin \$1,000.00
- (b) George Leoppky \$1,000.00
- (c) Marnie Miglioranza \$500.00

7. All other terms and conditions of the collective agreement shall apply in all respects.

Signed by the Union

Signed by the Employer

Dated