

ARTICLES OF AGREEMENT

This Collective Agreement dated the 1st day of July 1, 2001.

BETWEEN:

MANNING PRESS LIMITED
(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 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 Collective 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 Collective 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 a formal request has been made, the Employer shall have the right to employ other competent person(s) provided such person(s) are paid the minimum rate shown in Appendix "A" of this Collective 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 craftsman is engaged from out of town for a permanent position.

ARTICLE 2 - UNION SHOP

2.01 It shall be a condition of employment that all Employees of the Employer covered by this Collective Agreement who are members of the Union in good standing on the effective date of this Collective Agreement shall remain members in good standing.

2.02 It shall be a condition of employment that those Employees who are not members of the Union on the execution date of this Collective Agreement shall, on or before the thirtieth (30th) day following the execution date of this Collective Agreement, 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 Collective Agreement 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 their 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 their 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 a part of the bargaining unit.

ARTICLE 3 - HIRING

3.01 The Employer agrees to inform the Union of all position vacancies covered by this Collective 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 covered by the Certification and/or Collective Agreement 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 in British Columbia.

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 each Employee, Union dues and assessments as authorized by the individual Employee and transmit same to the Union office not later than the tenth 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 Collective Agreement 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 Collective Agreement years of July 1, 2001 to June 30, 2003 the minimum hourly wage rates to be paid shall be as set out in the Wage Schedules Appendix "A" of this Collective Agreement.

6.02 It is further agreed that the wage scale appended hereto as Appendix "A" shall continue during the life of this Collective Agreement, 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 Collective Agreement.

6.03 It is agreed that wages shall be paid bi-weekly and within three (3) working days of the end of the pay period. It is agreed that payday may be Wednesday or Friday.

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

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

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 (15%) percent. All shifts starting after twelve (12:00) noon or later shall be considered night shifts.

6.05 Rate Retention: During a shift when an Employee is transferred to a job carrying a higher rate, the higher rate shall apply for all hours worked at the higher rate. Part hours worked at the higher rate shall be rounded up to the next full hour. If an Employee is transferred to a job carrying a lower rate, the lower rate shall not apply and the Employee shall receive his/her regular rate for all hours worked at the job with the lower rate.

6.06 The Employer agrees that when a holiday occurs, full shift payment shall be made and Article 12 observed.

ARTICLE 7 - HOURS OF WORK

7.01 (a) Press Department

(i) Shift 1 - 4 day work week -- Day shift - shall start at 7:00 a.m. and the regular work week shall be thirty-six (36) hours Monday through Thursday inclusive and the regular work day shall be nine (9) hours.

(ii) Shift 2 - 4 day work week -- Night shift - Starting time shall butt with the end of the day shift and the regular work week shall be thirty-six (36) hours Monday through Thursday inclusive and the regular work day shall be nine (9) hours.

(iii) Shift 3 - 3 day work week -- Weekend day shift - shall start at 7:00 a.m. and the regular work week shall be thirty-six (36) hours Friday through Sunday inclusive and the regular work day shall be twelve (12) hours. This shift may only be implemented when Shift 1 and Shift 2, are being worked. I.e. Before a shift is worked on the Friday/Saturday/Sunday day shift there must be shifts operating days and nights on Monday through Thursday.

(iv) Shift 4 - 3 day work week -- Weekend night shift -- Starting time shall butt with the end of the day shift and the regular work week shall be thirty-six (36) hours Friday through Sunday inclusive and the regular work day shall be twelve (12) hours. This shift may only be implemented when Shift 1, Shift 2, and Shift 3 are being worked. I.e. Before a shift is worked on the Friday/Saturday/Sunday night shift there must be shifts operating days and nights on Monday through Thursday and days on Friday through Sunday.

(v) Shift 1 and Shift 2 will rotate on a two week interval.

(vi) Shift 3 and Shift 4 will rotate on a two week interval or as may be unanimously agreed between the Employees scheduled on these shifts.

(b) Prepress Department (Electronic and Conventional) and Bindery, Finishing, and Shipping Department (combined)

The regular work week shall be thirty-six (36) hours, Monday through Saturday inclusive and the regular work day shall be nine (9) hours per day. Employees shall work four (4) consecutive uniform shifts either Monday through Thursday, Tuesday through Friday, or Wednesday through Saturday. Except: It is agreed that the Employer shall schedule only Monday through Thursday for Employees on a night shift.

The day shift start time shall be 7:00 a.m. Employees shall rotate shifts on a two (2) week interval.

(c) Alternate Work Week - Prepress Department (Electronic and Conventional), and Bindery, Finishing and Shipping Department (combined)

The regular work week shall be thirty-six (36) hours, Sunday 11:00 p.m. through Friday 11:00 p.m. inclusive. Employees shall work five consecutive shifts, two (2) of which shall be of seven and one-half (7 1/2) hours per day and the remaining three (3) shifts shall be seven (7) hours per day.

The starting time for day shifts shall be 7:00 a.m. Employees shall rotate shifts on a two (2) week interval.

(d) ROTATIONS: It is agreed that a minimum of forty-eight (48) hours clear between the end of the last shift and the beginning of the first shift in a regular shift rotation shall apply. When a Department operates on day shift only, a minimum of thirty-six (36) hours clear between the end of the last shift and the beginning of the first shift in a regular shift rotation shall apply.

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

(b) There shall be seven (7) calendar days 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.

(c) When an Employee is required to change their shift they shall have twelve (12) clear hours before beginning their new shift.

7.03 (a) There shall be a regular uniform departmental luncheon period of not less than one-half (1/2) hour, nor more than one (1) hour to be completed within not more than five (5) hours after the regularly scheduled starting time of the seven (7), seven and one-half (7 1/2) and nine (9) hour shifts.

(b) For Employees on twelve (12) hour shifts there shall be a uniform departmental paid luncheon of one-half (1/2) hour to be completed between the fourth (4th) and eighth (8th) hour of the shift.

(c) Employees shall not be required to work during the normal lunch period except in the case of emergency and then only journeypersons 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 their 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 Opportunities shall be provided for Employees working on any shift schedule to obtain refreshments during working hours providing production is maintained.

7.06 (a) The standard work week shall commence 7:00 a.m. Monday morning, except when there is a graveyard shift scheduled as permitted in Article 7.01 (c), in which case the standard work week for those shifts shall commence Sunday 11:00 p.m.

(b) It is agreed and 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:

Prepress Department (electronic and conventional)
Press Department
Bindery, Finishing and Shipping Department (combined)

(c) It is further agreed that the Employer may request an Employee to report for work up to either two (2) hours earlier or later than their regular shift start time. Except: There shall be no earlier start time on day shift or later start time on night shift. This arrangement shall be subject

to mutual agreement between the Employee and their department supervisor. There shall be no more than two (2) different start times on each shift.

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

7.08 In instances when a Employee is moved during the course of a day from one operation to another and there are different starting and stopping times within either of the operations, the Employee will maintain their regularly scheduled shift.

7.09 For any premium identified in this Collective Agreement for remittance on a per shift basis, the per shift amount shall be multiplied by five (5) and divided by the number of regular shifts in the schedule for which the Employee is employed, to determine the amount per shift to be remitted. Premiums identified in this Collective Agreement for remittance on a per-shift basis are Welfare Fund and Plan and Dental Fund. For full-time Employees, the Dental Fund premium is identified on a monthly basis.

7.10 Work Week Selection:

NOTE: THE SELECTION PROCESS WILL OCCUR AFTER RATIFICATION OF CONTRACT.

(i) Employees shall be given the opportunity to select their work week on a seniority (time with the employer) basis based on the available positions.

(ii) Further, all current Employees at May 1, 2001 have a one-time opportunity to try a work week other than the one they selected for a two (2) month trial period. At the end of that time they must then make the choice to stay on the work week or return to their originally selected work week. This trial period will be for a two (2) month period and must be completed within six (6) months of the implementation of the new work week.

(iii) All future work week selections beyond that dealt with above shall be allowed each time additional people are required or added to a shift or when someone leaves. Under these conditions the then current Employees would get their choice of work week on a seniority basis (time with the Employer) providing the Employee(s) have the skills to perform the work required, and if necessary a brief familiarization period would be provided to the Employee(s). The remaining vacancy(s) would then be filled by hiring through the terms of the Collective Agreement.

(iv) A rotation of work weeks, from the four (4) - day to the three (3) - day work week (or vice-versa), or the five (5) – day to the four (4) – day work week (or vice-versa), may be agreed to between Employees or within a department on an annual or semi-annual or quarterly basis (the parties must agree to this arrangement on a case by case basis).

ARTICLE 8 - CALL-IN, CALLBACKS AND REPORTING PAY

8.01 Any Employee reporting for work shall be guaranteed a full day's 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 An Employee injured while working on the job and requiring medical attention and therefore, unable to finish their day's work shall be paid for a full day.

8.03 An Employee called back to work shall be paid for a minimum of two (2) hours at their appropriate overtime rates. 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 an Employee's regular day off or a holiday is cancelled after the Employees so scheduled, have left the plant, the Employer shall pay the Employees involved an amount equal to three hours wages at one and one half 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 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) The Departments shall be as follows:

Prepress Department (Electronic and Conventional)
Press Department
Bindery, Finishing & Shipping Department (combined)

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 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 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 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 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 specific period of time.

9.06 Employees shall not be denied a regular shift's pay (in accordance with Article 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 an 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. The Employer when issuing a formal warning to an Employee, which must be in writing, shall advise the shop steward and the Union office.

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 week's notice of termination and when he does so, shall be allowed to complete that week or be awarded a week's pay in lieu thereof, except that this shall not interfere with the Employer's 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. In the event that insufficient numbers volunteer for available overtime, then overtime shall be mandatory on the basis of reverse seniority to a maximum of twelve (12) hours per calendar month. In the event that there is available overtime remaining, then that overtime shall be mandatory on the basis of reverse seniority to a maximum of a further twelve (12) hours per calendar month. Overtime shall not be mandatory beyond twenty-four (24) hours per calendar month .

11.02 That four (4) hours of overtime per week may be worked at one and one-half (1-1/2) times their prevailing hourly rate, and for any overtime worked in excess of four (4) hours per week an Employee shall receive two (2) times his/her hourly rate.

11.03 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.

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

(i) It shall be at the mutual agreement between the Employee and the Employer to elect banking of overtime.

(ii) All overtime shall be banked at the applicable rate, as defined in Article(s) 11.02 and 11.03 .

(iii) Banked time off shall not exceed thirty-six (36) total regular hours.

(iv) Banked time off shall be taken at a time mutually agreed to by the Employee and the Employer.

The Employer shall make all contributions required under the terms of this Collective Agreement during periods when an Employee is on banked time off, banked time off shall be considered as earnings under the terms of this Collective Agreement.

(v) Banked overtime or any portion thereof may subsequently be taken as cash at the Employee's discretion.

(vi) The Employer shall provide to the shop steward a statement of each Employee's banked overtime upon request.

11.05 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.

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 of the holiday, for all days named herein, and all others named under the General Holidays Act of British Columbia or declared by the Provincial or Federal Governments.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Floater Day (instead of Easter Monday)	Remembrance Day
Victoria Day	Christmas Day
Dominion Day (July 1st)	Boxing Day
B.C. Day (1st Monday in August)	

It is agreed that the Floater Day (instead of Easter Monday) shall be observed on a date to be mutually agreed between the Employee and the Employer and must be observed within the calendar year.

12.02 (a) Holidays shall extend from 11:00 p.m. the day before the holiday until 11:00 p.m. the day of the holiday. Except: When there are twelve (12) hour shifts in operation the holiday shall extend from 7:00 p.m. the day before the holiday until 7:00 p.m. the day of the holiday for those Employees scheduled for such twelve (12) hour shifts.

(b) Holidays shall be posted not less than twenty-one (21) calendar days prior to the actual date of the holiday.

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

12.03 (a) Holidays that fall on an Employee's regularly scheduled shift shall be taken on that day. All work performed on holidays shall be paid as provided for in Article 11.03

Or

(b) Holidays that fall on an Employee's regular day off may be banked to be taken on another date to be mutually agreed to between the Employee and the Employer. Holidays that fall on an Employee's regular day off which are not banked shall be paid during the pay period in which the holiday is celebrated. Banked holidays shall be taken at a time which is mutually agreeable to the Employee and the Employer and must be taken within one (1) year of the date banked.

(c) If a holiday occurs during an Employees vacation, the Employee shall be deemed to be using four (4) days of vacation and the holiday shall constitute the fifth (5th) day. If an Employee is on a four (4) day or three (3) day schedule the holiday shall constitute one (1) of the regular work days and vacation time shall be used for the remainder of the regular work week.

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

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

12.05 Employees scheduled for seven (7) hour shifts shall be paid for seven (7) hours. Employees scheduled for seven and one-half (7 1/2) hour shifts shall be paid for seven and one-half (7 ½) hours. Employees scheduled for nine (9) hour shifts shall be paid for nine (9) hours. Employees scheduled for twelve (12) hour shifts shall be paid for twelve (12) hours.

ARTICLE 13 - VACATIONS

13.01 Employees who have less than one (1) years' 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 Union. 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.

(b) For those whose vacation entitlement is four (4) weeks; eight percent (8%) of total earnings for the period of employment.

13.03 Employees who have completed one (1) year or more as a member of the Union or as an Employee of the Employer 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 the Union or as an Employee of the Employer 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 Established membership in the local, whether broken or not, is the method of measuring Local membership for vacation purposes.

13.06 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. Employees shall receive their vacation pay for the period of vacation immediately prior to said vacation each time.

13.07 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 and eight percent (8%) of total wages earned for those whose entitlement is for four (4) weeks of 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.

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

13.09 (a) 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 vacation 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 unless otherwise requested by the Employee. 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. The full twelve (12) calendar months shall be available for vacation purposes. Employees shall be allowed one (1) week of vacation during October, November or December upon request.

(b) Prior to the end of the last shift before leaving on vacation Employees shall be advised of the shift they will be on when they return from vacation.

13.10 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.

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

13.12 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.

13.13 All vacations earned by June 30th in any year must be requested and approved by the last day of May next following and taken and cleared off by the last day of June next following.

Vacation pay must not be taken in lieu of vacation.

13.14 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 unless requested by the Employee and mutually agreed to between the Employee and the Employer and then in such instance not to exceed one (1) week.

13.15 Vacation pay and Statutory Holiday pay shall be considered earnings for the purpose of computing Vacation Pay.

13.16 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.

13.17 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 lay-off or other reasons beyond his control, or up to six (6) months in respect to Worker's Compensation he or she shall remain eligible for full vacation benefits as determined by the length of his or her Union membership 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.

ARTICLE 14 - EDUCATIONAL TRAINING, RETRAINING AND UPGRADING PROGRAM

14.01 The Employer agrees to pay for mutually agreed Educational Training, Retraining and Upgrading provided the training is in the Victoria area. The Parties agree to meet to determine the amount that the Employer is required to pay for each Employee.

14.02 Indentured apprentices shall be required to take the training courses in their respective branch of the trade as provided by the Graphic Arts Training Institute of B.C.(and/or equivalent, subject to approval by G.A.T.I.) in accordance with the rules, regulations and requirements as established from time to time.

14.03 Joint Educational Training, Retraining and Upgrading Committee

There shall be a Joint Training, Retraining and Upgrading 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 or upgrading of journeymen who may be or are displaced because their jobs were affected by technological changes. If the apprentices or journeyman to be retrained or upgraded feels that the Collective Agreement has not been observed, and he has not been able to obtain satisfaction, he may appeal to the Committee for disposition.

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

14.04 The Employer agrees that, with the approval of the joint committee, 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 person so hired shall be mutually agreed between the parties to this Collective Agreement.

ARTICLE 15 - APPRENTICESHIP

15.01 The period of apprenticeship for a Pressman, Prepress Journeyman (Electronic/Conventional) and/or Finishing Department Journeyman I shall not be more than four (4) years. Apprentice minimum rates and progression shall be as follows:

Four (4) Year Apprenticeship

First year starting rate	60% of Journeyman's rate
Second year	70% of journeyman's rate
Third year	80% of journeyman's rate
Fourth year	90% of journeymans rate
Thereafter - Journeyman's rate	

15.02 The period of apprenticeship for a Press Assistant (Feeder) and/or Finishing Department Journeyman II shall not be more than two (2) years. Apprentice minimum rates and progression shall be as follows:

Two (2) Year Apprenticeship

First year starting rate	70% of Journeyman's rate
Second year	85% of Journeyman's rate
Thereafter – Journeyman's rate	

15.03 An Employee's wages shall not be reduced when moved to an apprenticeship in the department in which the Employee is employed

15.04 It is agreed that all apprentices shall be required to attend training classes provided by 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. The Employer agrees to pay the cost of such courses.

15.05 The ratio of apprentices in each department shall not be more than one (1) apprentice to three (3) journeymen..

All new apprentices shall be required to sign a certificate of Apprenticeship with the Provincial Government Apprenticeship Board and the Graphic Arts Training Institute.

15.06 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 for in Article 15, or in the case of an emergency and then only on production or related work. The Union shall be notified in each instance.

15.07 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.

15.08 All members including Press Helpers and General Production Workers shall be given first consideration for apprenticeships.

15.09 In the event of layoff(s) due to shortage of work or downsizing, apprentices shall be subject to layoff within the craft position in which they are indentured according to the procedures set out in Article 10.

ARTICLE 16 - PRESS STAFFING

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) Two Colour Presses up to and including 30 inches.
One Journeyman Pressman
*with adequate floor help

- (c) Six Colour Presses up to and including 30 inches.
One Journeyman Pressman
One Journeyman Press Assistant (Feeder)
*with adequate floor help

*Adequate floor help will be determined by the plant manager upon being requested by the Journeyman Pressman. The floor help will come from current staff and would not necessitate the hiring of another person.

16.02 In the case of a staffing 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 During contract negotiations for renewal of the Collective Agreement for Manning Press, it was agreed to delete a number of classifications and wage rates from Appendix-A as well as the manning provisions for a number of presses. In the event that any of the deleted classifications and/or presses are re-introduced in the future, the wage rates and manning provisions for those classifications and/or presses that were deleted shall be used. The wage rates will be adjusted from June 30, 2001 to the date they are re-introduced by any adjustment and/or increases made during that time period.

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 Collective Agreement and under a scale of wages and condition 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 the parties agree to meet at any time upon request of either party 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, lay-offs resulting from the introduction of new types of equipment or new processes.

ARTICLE 19 - SEVERANCE PAY

Where a change is introduced by the Employer which results in a loss of employment for any Employees who have more than two (2) years' employment with the Employer, such Employees shall receive from the Employer, severance pay of one (1) weeks' pay for each year of service over two (2) years to a maximum of ten (10) weeks' pay including any pay to which he 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 Employees shall be put on salary to the exclusion of overtime.

ARTICLE 21 - UNION LABEL

The Union Label is the exclusive property of the G.C.I.U. and its use 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.

ARTICLE 22 - STRUCK AND/OR DISPUTED WORK

22.01 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.

22.02 Upon request by the Shop Steward, 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 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 Collective Agreement.

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 Collective 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 one (1) week in each two (2) year period, to the Employee who has been elected to represent the Union at a 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 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.

24.03 The Employer agrees that adequate time off shall be allowed to the chosen Employee representative for Collective Agreement negotiations.

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 Collective 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 provisions, 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 Seniority

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

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

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

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 provided that their quoted price is within ten percent (10%) of the lowest quote.

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

26.01 It is agreed that the Welfare Fund and Plan will be maintained as set out in Appendix "B" of this Collective Agreement.

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

26.03 Sick Leave: Employees shall be entitled to six (6) days of sick leave with full pay during the Collective Agreement year. Sick leave with pay shall be non-accumulative and payable on the second day of illness.

ARTICLE 27 - PENSION

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

ARTICLE 28 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM

28.01 Effective May 1, 1985, and thereafter the Employer shall pay an amount of money equal to three (3%) percent of the gross weekly wages earned by each Employee covered by this Collective Agreement, to the G.C.I.U. Supplemental Retirement and Disability Fund, hereinafter referred to as the Retirement Fund, established under an Agreement and Declaration of Trust administered by a Board of Trustees composed of equal numbers of Employer and Union representatives for the purpose of providing retirement, disability and/or associated benefits for Employees or their beneficiaries on whose behalf payments are made by the Employer and for financing the expenses and operation and administration of the Retirement Fund. The terms "wages" as used herein shall mean all monies earned by an Employee including but not limited to pay for overtime, shift differentials, holidays, vacation, etc. The parties agree that participation in and coverage by the Retirement Fund may be extended to the Employees of any other Employer under Collective Agreement with the G.C.I.U. and to the full-time Employees and Officers of the International Union or any of its Local Unions and to the full-time Employees and officers of any other Union entity or Employer-union entity provided that payments are made on behalf of such Employees or officers and to all others covered under the terms of Agreement and Declaration of Trust.

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 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 and the Union may take any action it deems advisable notwithstanding other provisions of this Collective Agreement.

28.04 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Employer as having been received by it establishing the aforesaid Retirement Fund, as the same may be amended from time to time and further agrees to be bound by the rules, regulations and plans, as may be adopted by the Trustees from time to time. The Employer further agrees that the Employer designated Initial and Successor Trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as Employer Trustees on its behalf.

Notwithstanding Article 44 of this Collective Agreement, the Employer's obligation to make payment to the G.C.I.U. Supplemental Retirement and Disability Fund shall survive the termination of this Collective Agreement and shall continue in full force and effect in accordance with the terms of this Article 28. The Employer further agrees that all the terms and conditions of the Agreement and Declaration of Trust of the G.C.I.U. Supplemental Retirement and Disability Fund shall be applicable and binding upon the Employer during the period that contributions to such Fund are to be made pursuant to the provisions of this Article 28.

ARTICLE 29 - DEFAULT IN PAYMENT FUNDS

In the event that the Employer shall be in default in any payment to be made to the Union, pursuant to the terms of this Collective Agreement to include without restriction, Pension Fund or funds, Welfare Fund, Education Fund, Dental Fund, remittance of Union dues by check-off, the Employer agrees to bear all costs of collecting such monies including legal fees and further agrees that all accounts in this regard shall bear a two (2%) percent per month penalty until they are paid.

The parties agree that effective the beginning of the new Collective Agreement period, strict enforcement of the provisions be initiated. Failure to make payment without reasonable arrangements or discussion with the administrator shall result in whatever action is necessary to collect defaulted payments.

ARTICLE 30 - PICKET LINES

Notwithstanding any other provisions of this Collective Agreement, 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 Collective Agreement and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 31 - GRIEVANCE AND ARBITRATION

31.01 Should differences arise as to the interpretation or application of the provisions of this Collective Agreement or should grievance occur within a department covered by this Collective 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:

31.02 (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 87 of the Labour Relations Code of British Columbia from this Collective Agreement.

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

(a) Notwithstanding anything contained in Sections 31.01 and 31.02 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 Collective Agreement may, as an alternative to Sections 31.01 and 31.02 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 an 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 companies concurrently or as the arbitrator may determine.

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

(iv) The arbitrator(s) shall have the full authority of an arbitrator appointed pursuant to the Labour Relations Code of British Columbia. Without limiting the generality of the foregoing the arbitrator(s) shall have the authority to order the Employer to perform its obligations pursuant to this Collective 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 the Labour Relations Board of British Columbia and may be enforced thereunder.

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

ARTICLE 32 - 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 Collective Agreement, provided he first notifies management before entering plant. The time of the visit shall be mutually agreed by the parties hereto.

ARTICLE 33 - BULLETIN BOARD

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

ARTICLE 34 - NAMING OF SHOP STEWARDS

34.01 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.

34.02 The Employer agrees that essential communication between the Union Officials and the Shop Steward shall not be unreasonably denied. If a Shop Steward desires to consult a Union representative regarding an alleged infraction of this Collective Agreement, they may do so in the shop during working hours.

ARTICLE 35 - SANITATION AND SAFETY

35.01 (a) Safety: The Employer is responsible to make all reasonable provisions 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 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.

35.02 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.

35.03 (a) 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.

(b) Approved Safety Footwear – Full time Employees shall be reimbursed for the purchase or repair of safety shoes to a maximum of seventy-five dollars (\$75.00) per Employee per year or one hundred and fifty dollars (\$150.00) every two (2) years.

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

35.05 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 Collective Agreement.

35.06 The Employer agrees that it shall have all V.D.T. equipment tested and inspected annually by qualified personnel, and further agrees to repair or replace any faulty equipment.

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

ARTICLE 36 - JURY DUTY

36.01 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.

(a) The above shall not apply for Jury Service only, if the Employee has the opportunity to be dismissed from serving on a jury.

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

When an Employee is working a night shift during the period that he is serving on Jury Duty or appearing as a Crown or Subpoenaed Witness he shall be excused from the total shift for any day on which he or she has been required to appear for jury selection or duty.

36.02 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 37 - 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 38 - COMPENSABLE ACCIDENT PAY

In the case of an industrial accident, the Employer will pay the difference for three (3) months between the injured Employee's net wages and the Workers' Compensation Board rates, without prejudice.

ARTICLE 39 - SEPARABILITY

In the event that any clause or clauses shall be determined by a Court of Last Resort to be in violation of any applicable law, then each and every clause of this Collective Agreement shall be deemed separable from each and every other clause of this Collective Agreement to the extent that only any such clause or clauses found to be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Collective Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 40 - NO ORAL OR IMPLIED AGREEMENT

This Collective Agreement 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 41 - INTERNATIONAL APPROVAL CLAUSE

This Collective 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 Collective Agreement, or any breach thereof.

ARTICLE 42 - COLLECTIVE AGREEMENT CONTINUITY

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

ARTICLE 43 - EMPLOYMENT STANDARDS ACT

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

ARTICLE 44 - DURATION OF COLLECTIVE AGREEMENT

44.01 The Parties agree that this Collective Agreement will be for two (2) years duration, effective July 1, 2001 to June 30, 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 the Collective Agreement.

44.02 If no Collective Agreement is reached prior to the expiration of this Collective Agreement, this Collective Agreement shall be deemed to remain in force up to the time a subsequent Collective Agreement is reached or until a legal strike or legal lockout occurs, and while this Collective Agreement remains in effect and during such period, the Employer will not sign any Collective Agreement 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 Collective Agreement.

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

ARTICLE 45 - PATERNITY LEAVE

Three (3) days - one (1) of which shall be the day of birth as unpaid leave of absence.

APPENDIX "A" - WAGE SCHEDULE

July 1, 1997 July 1, 2000

PREPRESS DEPARTMENT
(Electronic and Conventional)

Journeyman Scanner Operator	26.77	27.57
Electronic Prepress Journeyperson	22.61	23.29

PRESS DEPARTMENT

Single Colour 18" to and including 21"	19.84	20.44
Journeyman Two-Colour Pressman up to and including 30"	23.97	24.69
Journeyman Six-Colour First Pressman	26.63	27.43
Journeyman Press Assistants (Feeder Operators) Multi Colour	19.35	19.93
Flyboys 14.21	14.64	
Flyboys (2 years experience)	14.78	15.22

MAINTENANCE DEPARTMENT

Senior Maintenance Man	23.64	24.35
Maintenance Man	22.88	23.57
Maintenance Helper	16.65	17.15

BINDERY, FINISHING and SHIPPING DEPARTMENT (combined)

Journeyman I	22.61	23.29
Journeyman II	15.58	16.05
Shippers	16.90	17.41

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 members as soon as one becomes available in the proper classification.

GENERAL WORKERS

M	1	General Worker	12.86	13.25
	2	Janitors	14.21	14.64
	3	Truck Driver/Custodial Worker	10.52	10.84

During contract negotiations for renewal of the Collective Agreement for Manning Press, it was agreed to delete a number of classifications and wage rates from Appendix-A as well as the manning provisions for a number of presses. In the event that any of the deleted classifications and/or presses are re-introduced in the future, the wage rates and manning provisions for those classifications and/or presses that were deleted shall be used. The wage rates will be adjusted from June 30, 2001 to the date they are re-introduced by any adjustment and/or increases made during that time period.

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.

B.03 Effective May 1, 1988 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.

Contributions shall be made based on the contributions required for a five (5) day week even when the work week is shortened. 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 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 525-210, WELFARE PLAN, 202 - 33 East 8th Avenue, Vancouver, B.C., on or before the tenth (10th) of the month next following that for which payments are due.

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

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

APPENDIX "C"
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
LOCAL 525-210, PENSION PLAN

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

C.02 In this Appendix:

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

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

C.04 When a participating Employee is either

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

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

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

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

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

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

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

C.11 The parties intend that the Plan shall include

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

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

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

C.14 A Participating Employee, before commencing

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

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

APPENDIX "D"
DENTAL

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

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

D.02 The Parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and any amendments that may be made thereto.

D.03 Effective January 1, 1991 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 Companies and the Union.

D.06 All monies received or disbursed shall be administered and dealt with strictly in accordance with the provisions of the Agreement and Declaration of Trust.

MEMORANDUM OF AGREEMENT NO. 1
BY AND BETWEEN
MANNING PRESS LIMITED
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-M

It is agreed that the Employer shall remit the current month's payments for the Pension Fund, Dental Fund, Welfare Fund, SRD Fund and all Union Dues by the tenth day of each month. The Employer shall remit an additional month's payment for the items listed above for the oldest month that is in arrears. This additional payment shall be remitted by the twentieth day of each month. The Employer shall forward to the Union the reporting forms for all outstanding months by May 31, 2002.

Dated

Signed by the Union

Signed by the Company

MEMORANDUM OF AGREEMENT NO. 2
BY AND BETWEEN
MANNING PRESS LIMITED
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-M

It is agreed that Craig Bauer may continue to perform bargaining unit work in the Prepress Department in return for the guarantee that no current Employee shall be laid off as a result of his presence.

Dated

Signed by the Union

Signed by the Company

MEMORANDUM OF AGREEMENT NO. 3
BY AND BETWEEN
MANNING PRESS LIMITED
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-M

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

- (a) Part-time employment shall be allowed in the Prepress and/or Bindery Departments only, and shall be limited to one (1) Employee per department;
- (b) All part-time Employees shall be guaranteed a minimum of twenty (20) hours per week;
- (c) No current full-time Employees shall be reclassified as part-time without the consent of all parties to the Agreement;
- (d) All part-time Employees shall be paid the applicable rate for work performed in accordance with the Collective Agreement plus a ten percent (10%) premium in lieu of vacations, health and welfare, dental benefits and SRDF;
- (e) All terms and conditions of the Collective Agreement shall apply to part-time Employees except Articles 8.01, 12, 13, 14, 15, the last sentence of 24.06, 26, 27, 28, 37 and Appendices B, C and D;
- (f) Any part-time Employee reporting for work shall be guaranteed four (4) hours minimum unless excused at his/her own request;
- (g) No current full-time Employee shall suffer loss of employment as a result of the use of part-time Employees;
- (h) Part-time Employees shall be given first right of refusal on any full-time positions that become available in the department in which they are working;
- (i) Any part-time Employee working one thousand eight hundred (1800) hours in a three (3) year period shall be granted full benefits and lose the ten percent (10%) rate premium.

Dated

Signed by the Union

Signed by the Company

MEMORANDUM OF AGREEMENT NO. 4
BY AND BETWEEN
MANNING PRESS LIMITED
AND
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-M

It is hereby agreed and understood by both parties to this Collective Agreement that the Employer shall have the option to change carriers for the provision of benefits under the following conditions:

- (a) The Employer shall, as a precondition, have fulfilled their obligations and satisfied their indebtedness in full to the existing plans, and
- (b) All benefits offered under the new plan(s) shall be at least equal to those in the existing plans, and
- (c) Any failure on the part of the Employer to provide any aspect of the benefits promised shall result in the cancellation of the Employer's benefit plan(s) and the resumption of all local plans.
- (d) Any change in benefit providers shall not result in any loss of benefits to any plan participant as a result of such change.
- (e) It is understood that specific plans such as the Supplemental Retirement Program may stay with the existing plan(s) while other coverage such as dental may change carriers.

Dated

Signed by the Union

Signed by the Company

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

SIGNED BY THE UNION:

SIGNED BY THE COMPANY:

Graphic Communications
International Union,
Local 525-M

Manning Press Limited

Brian P. Cormier, President

International President

INDEX

APPENDIX "A" - WAGE SCHEDULE28

APPENDIX "B"- WELFARE 30

APPENDIX "C" - PENSION 31

APPENDIX "D" - DENTAL 33

APPRENTICESHIP..... 15

BEREAVEMENT LEAVE AND PAY26

BULLETIN BOARD24

CALL-IN, CALLBACKS AND REPORTING PAY 7

COLLECTIVE AGREEMENT CONTINUITY 27

COMPENSABLE ACCIDENT PAY26

DEFAULT IN PAYMENT FUNDS 21

DUES CHECK OFF 3

DURATION OF COLLECTIVE AGREEMENT27

EDUCATIONAL TRAINING, RETRAINING AND UPGRADING PROGRAM 14

EMPLOYMENT STANDARDS ACT 27

GRIEVANCE AND ARBITRATION 21

HIRING2

HOLIDAYS..... 11

HOURS OF WORK.....4

INDIVIDUAL RIGHT OF EMPLOYEE 18

INTERNATIONAL APPROVAL CLAUSE 26

JURISDICTION..... 3

JURY DUTY25

LAYOFF AND DISCHARGE 9

LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM20

MANAGEMENT PREROGATIVE 18

MEMORANDUM OF AGREEMENT NO. 1 34

MEMORANDUM OF AGREEMENT NO. 2 34

MEMORANDUM OF AGREEMENT NO. 3 35

MEMORANDUM OF AGREEMENT NO. 4 36

NAMING OF SHOP STEWARDS24

NEW MACHINES OR PROCESSES 17

NO ORAL OR IMPLIED AGREEMENT26

OVERTIME	10
PATERNITY LEAVE	27
PENSION.....	20
PICKET LINES.....	21
PIECE WORK AND BONUS.....	18
PRESS STAFFING	16
REDUCED SCHEDULE.....	7
SANITATION AND SAFETY	24
SEPARABILITY	26
SEVERANCE PAY.....	17
STRUCK AND/OR DISPUTED WORK.....	18
TECHNOLOGICAL DEVELOPMENTS.....	17
TRADE SHOP.....	19
UNION ACCESS TO PLANT	24
UNION LABEL	18
UNION RECOGNITION	1
UNION SHOP	1
VACATIONS	12
WAGES.....	3
WELFARE.....	20