

## **ARTICLES OF AGREEMENT**

This Collective Agreement effective the 1<sup>st</sup> day of May 2000

### **BETWEEN:**

QUEBECOR WORLD VANCOUVER  
A DIVISION OF QUEBECOR WORLD INC.  
(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:

Whenever the singular or masculine are used in this Collective Agreement the plural and feminine shall be construed.

## **ARTICLE 1 - UNION RECOGNITION**

**1.01** The Employer recognizes the Graphic Communications International Union, Local 525-M, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, 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 Article 6 and/or 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 his failure to tender initiation fees or dues, then within ten (10) days after written notice from the Union, the Employer shall discharge such employee.

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

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

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

**2.09** Superintendents shall not be part of 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.

**3.02** 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.

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

**3.04** (a) If the Employer is unable to fill all the Bindery Helper vacancies through the Union office they may hire sufficient numbers as discussed in Article 1.03.

(b) For those employees not hired through the Union office (non-members) all provisions of the Collective Agreement shall apply except:

For the first sixty (60) days of employment, the Employer shall not be required to pay benefits (Health and Welfare, Dental, Local Pension, LTD/SRP and Education).

### **ARTICLE 4 - JURISDICTION**

**4.01** All employees (including foremen) performing all bindery, finishing, shipping/receiving, mailing and warehousing work including but not limited to that described in Articles 4 and 6 and Appendix "A" shall be members of the Union in good standing.

During negotiations for the renewal of the Bindery Collective Agreement for the Quebecor World Vancouver plant, it was agreed to delete a number of classifications and wage rates from Article 6 and Appendix "A". In the event that deleted classifications are re-introduced in the future, wage rates outlined in attached Article 6 and Appendix "A" will be used. These rates will be adjusted from the date they were deleted from the Collective Agreement to the date they are re-introduced by any adjustment or increases made during that period of time.

The Union hereby claims jurisdiction over the following classes of work:

- (a) All parts of finishing.
- (b) The operation of all cutting machines.
- (c) The operation of all folding machines.
- (d) Each and every part of forwarding, whether by hand or machine.
- (e) Folding.
- (f) Feeding of folding machines.
- (g) Operating of numbering machines and wire stitching machines.
- (h) All other machines normally within the bindery.
- (i) All work for which people are employed in the bindery.
- (j) All mailing.

**4.02 Jurisdiction:**

The Employer agrees that in the event of installation of new or improved machines or processes for bindery production work, such machines or processes shall be operated under this Collective Agreement, subject to Article 16, New Machines and Processes.

**4.03 Bookbinder I**

Set up and/or operate:

- Folding machines - excluding small folders such as Pitney Bowes, Banda or similar.
- Cutting Machines (guillotines).
- Gathering Machines (Large Multipocket) - excluding small gathering machine such as Pitney Bowes, Thomas, G.B.S. or similar.
- Stitch and trim machines.
- Perfect Binding Machine - excluding small perfect binding devices.
- Inserter - excluding inserter tipper.
- Shrink Wrap (large) set up and adjust.

**4.04 Sitma Operator**

Set up and/or operate Sitma machine

Employees shall receive 80% of the BBI rate when operating the Sitma subject to rate retention. BBII's shall have first priority for any Sitma work based on seniority.

**4.05 Bookbinder II**

Set up and/or operate:

- All Small Machines such as, but not limited to: hand stitchers, drills and tippers
- Stand alone friction feed folder (soft fold only) up to 8 1/2" x 11" (set up only)
- Kirk Rudy

Grandfathering of BBII: All current BBII and BBII apprentices shall be grandfathered, and their wage rates shall be protected. All future wage increases shall apply to these employees. The employees so grandfathered are listed below:

Micheline O'Donnell	Brenda Kirby
Diane Thibert-Gauthier	Marion Brown
Darlene Perry	Maria McCurdy
Joyce Proctor	Tony Kipkalo

The above-listed shall not lose employment except:

1. If they voluntarily leave employment.
2. If they retire.
3. If they are terminated for just and sufficient cause.
4. Death of the member.

For purposes of Memorandum of Agreement No. 2 the then current grandfathered hourly rate shall be multiplied by thirty-seven and one-half (37-1/2) and divided by thirty-five (35) to determine the straight time hourly wage rate while working the Tuesday to Saturday work week.

All BBII work shall be done by those classified by the Union as BBII's unless no one classified as a BBII is available.

All overtime on BBII work shall be given to grandfathered BBII's on a first refusal basis.

#### **4.06 Bindery Helper**

- Move materials
- Set up and open bundles
- Clean up
- Take-off poly-bundler shrink tunnel
- Take-off Skid Shrink Wrap Machine
- Feed and take-off Auto box sealer
- Take-off from stacker when running in-line from a stitcher-trimmer or folder
- Take-off from friction feed folder (soft fold only up to 8-1/2" x 11")
- Operate packaging equipment (i.e.):
  - Strapping machine
  - Shrink Wrap Machine
  - Paper banding machine
  - Attend to the operation of the baler with the exception of mechanical or electrical maintenance and/or repairs.
  - Take-off from tipping machine
  - Feed on stitching and trimming equipment.
  - Feed and take off gathering machines.
- Inserting, outserting, pasting, collating, labeling, making dummies and any operations similar to or associated with the foregoing.

Bindery Helpers shall progress in the wage schedule below, (also in Article 6 – Wages) based on their length of employment with the Employer as follows:

Start Date	43% of BBI rate
6 months	47% of BBI rate
1 year	51% of BBI rate
18 months	55% of BBI rate
2 years	60% of BBI rate

**4.07 Shipping, Receiving & Warehousing**

All shipping, receiving and warehousing work including, but not limited to, the transportation and materials handling functions throughout the plant.

**4.08** Employees shall be moved up based on their seniority in their classification.

**4.09** Higher paid work shall be given to the most senior employee(s) in the next classification where their skills and abilities are relatively equal. A committee of two (2) Union members (not including supervisors) and two (2) employer representatives will be responsible to assess the skills and abilities if necessary. A set of guidelines will be jointly developed by the GATI, the Union, and management. Those employees not deemed to have the necessary skills and abilities will not be moved up until such time as those skills and abilities have been acquired.

**4.10** Work Rotation: In an effort to avoid work related injuries, the parties agree to put in place a schedule of job rotation within each classification. In order to address these repetitive injuries it is understood that all BBII and Bindery Helpers will rotate in all jobs except those designated as BBII work. Training and due consideration must first be addressed.

**4.11** Union members who are permanent full-time Bindery Helpers and Press Helpers shall be allowed to work in the comparable position in the other jurisdiction (for emergencies or short term periods), providing this does not displace or replace anyone in the other jurisdiction and providing that all provisions of the applicable Collective Agreement apply.

Except: for the pension provisions of Article 24 of the Bindery Collective Agreement and Article 27 of the Litho Collective Agreement and the attached Appendices “C”. For Bindery Helpers and Press Helpers working in the other jurisdiction the pension provisions of their original Collective Agreement shall apply. For Bindery Helpers working in the Litho jurisdiction the provisions of Article 24 and Appendix “C” of the Bindery Collective Agreement shall apply and for the Press Helpers working in the Bindery jurisdiction the provisions of Article 27 and Appendix “C” of the Litho Collective Agreement shall apply.

If this is to extend beyond two (2) full shifts, the Employer shall contact the Union office. During such times when Bindery Helpers and Press Helpers are working in the other jurisdiction their seniority shall be considered continuous.

**4.12** Grandfathering of Mailing Department Employees: The following employees shall be grandfathered, and their wage rates shall be protected. All future wage increases shall apply to these employees. The employees so grandfathered are listed below:

John Antufeay - Operator	\$16.58/hr (September 8, 1997)
Michael Gasjek - M.P.W	N/A
David Stone - M.P.W.	N/A
Laura Guerra - M.P.W.	N/A

Linda Butler - G.M.W

N/A

For grandfathered Mailing Department employees, seniority shall be based on length of service with the Employer since employed within the former Mailing Department.

For purposes of Article 35, seniority shall accrue from May 1, 1997.

Vacation Entitlement: Time with the Employer is considered as time with the Union for purposes of calculating vacation.

For purposes of Memorandum of Agreement No. 2 the then current grandfathered hourly rate shall be multiplied by thirty-seven and one-half (37-1/2) and divided by thirty-five (35) to determine the straight time hourly wage rate while working the Tuesday to Saturday work week.

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

**5.01** The Employer agrees, upon receipt of signed authorization to deduct from the earnings of each employee, Union dues and assessments as authorized by the individual employee and transmit same to the Union Office, not later than the tenth (10th) day of the following month. The Employer shall, at that 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 the 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 (a)** During the Collective Agreement years of May 1, 2000 to April 30, 2005 the minimum hourly wage rates to be paid shall be as set out in Article 6.01 (d) Wage Schedules.

(b) No current employee at the date of ratification (July 24, 2002) will take a wage reduction as a result of the introduction of any new wage rates.

(c) **Warehousing (Forklift or Material Handling)**

Employees employed prior to February 1993 and former employees laid off since January 1993 that were covered by this Collective Agreement, if rehired, will receive the prior to February 1993 wage rates.

New employees hired after January 1993 shall receive the after January 1993 wage rates.

(d) **Wage Schedule – Also See Memorandum of Agreement No. 2**

	May 1/00	Aug 1/02	Aug 1/03	Aug 1/04	N/S Premium
<b>Bindery Department</b>					
Bookbinder I	24.32	25.05	25.80	26.57	3.65
Bookbinder II	16.84	17.35	17.87	18.41	2.53
Sitma Operator - 80% of BBI rate	19.46	20.04	20.64	21.26	2.92
Bindery Helper:					
Start - 43% of BBI rate		10.77	11.09	11.42	1.57
6 months - 47% of BBI rate		11.77	12.12	12.47	1.71
1 year - 51% of BBI rate		12.77	13.15	13.54	1.86
18 months - 55% of BBI rate		13.78	14.19	14.62	2.01
2 years - 60% of BBI rate		15.03	15.48	15.94	2.19
<b>Warehousing Department</b>					
Shipper or Receiver	18.24	18.79	19.35	19.93	2.74
<b>Warehousing (Forklift or Material Handling)</b>					
Employees Hired After January 1993:					
After 2 years	15.80	16.27	16.76	17.26	2.37
After 1 year	13.98	14.40	14.83	15.27	2.10
Starting Rate	12.16	12.52	12.90	13.29	1.82
Employees Hired Prior to February 1993:					
After 2 years	17.02	17.53	18.06	18.60	2.55
After 1 year	15.14	15.59	16.06	16.54	2.27
Starting Rate	13.49	13.89	14.31	14.74	2.02

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

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

It is further agreed and understood that the night shift premium of fifteen percent (15%) shall be converted to the appropriate dollar amount for each classification and then attached to each classification as at May 1, 2000. The night shift premium will remain frozen at the converted dollar amount until it is equal to ten percent (10%) of the hourly rate and thereafter will revert back to a percentage of the hourly rate.

**6.04** Payment of wages shall be made weekly, except night shift and graveyard shift, which shall be paid on the day previous to the regular pay day.

**6.05** During the ninety (90) day probationary period (see Article 35 – Seniority) employees shall receive nine percent (9%) of all earned wages in lieu of vacation and statutory holiday pay. Once such probationary period is fulfilled the nine percent (9%) shall cease and the provisions of Article 12 and 13 shall apply.

It is understood this Article 6.05 shall not apply when a person is hired to fill a full time position.

**6.06 Individual Rate Protection**

Individual employees as listed below, shall have their classification and wage rate protected for as long as they are employed.

Bookbinder I: Lori Jung  
James Dien

Bookbinder II: Diane Thibert Gauthier  
Joyce Proctor  
Tony Kipkalo  
Darlene Perry  
Maria McCurdy  
Marion Brown  
Brenda Kirby

Warehousing: David Parton  
Alex Flostrand

**6.07 Profit Sharing Program - See Memorandum of Agreement # 1**

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

### **7.01 Regular Work Week**

- (a) The regular work week shall be 37 1/2 hours Monday through Friday inclusive and the regular work day Monday through Friday inclusive shall be seven and a half (7 1/2) hours.
- (b) The regular day shift shall be 7 1/2 working hours between 6:30 a.m. and 4:30 p.m.
- (c) The regular night shift shall be 7 1/2 working hours between 2:30 p.m. and 12:30 a.m.
- (d) The regular graveyard shift shall be 7 1/2 working hours between 10:00 p.m. and 8:30 a.m.
- (e) There shall be a regular uniform departmental luncheon period of not less than one-half (1/2) hour or more than one (1) hour, to be completed within not more than five (5) hours after the regularly posted starting time of the shift.
- (f) Every effort will be made to ensure that there will be twenty-four (24) hours' notice of a shift change.
- (g) When an employee is required to change his shift, he shall receive twelve (12) clear hours before he starts a new shift.
- (h) (i) The standard work week shall commence not earlier than 11:00 p.m. Sunday.

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

- (ii) The starting time for day shifts shall be between the hours of 6:30 a.m. and 8:30 a.m.

### **7.02 Alternate Work Schedule: 12 Hour Shifts**

(a) The Employer may introduce an alternate work week (not sooner than the first full week next following date of ratification) for a crew or crews and/or individuals (always in compliance with Safety Article 30.01). Should this occur the regular scheduled work week will be six (6) consecutive days. The regular work week for an employee shall consist of thirty-six (36) hours divided in three (3) consecutive days of twelve (12) hours each to be worked from Sunday 7:00 p.m. to Saturday 7:00 p.m.

The Employer shall provide to each employee a minimum seven (7) days' notice prior to their commencement of the Alternate Work Week. The Employer shall provide notification by 5:00 p.m. Monday of the week preceding the exiting of the Alternate Work Week.

The day scheduled shifts are:

**Shift A**

Monday	7:00 a.m. to 7:00 p.m.
Tuesday	7:00 a.m. to 7:00 p.m.
Wednesday	7:00 a.m. to 7:00 p.m.

**Shift B**

Thursday	7:00 a.m. to 7:00 p.m.
Friday	7:00 a.m. to 7:00 p.m.
Saturday	7:00 a.m. to 7:00 p.m.

The night scheduled shifts are:

**Shift C**

Sunday	7:00 p.m. to Monday 7:00 a.m.
Monday	7:00 p.m. to Tuesday 7:00 a.m.
Tuesday	7:00 p.m. to Wednesday 7:00 a.m.

**Shift D**

Wednesday	7:00 p.m. to Thursday 7:00 a.m.
Thursday	7:00 p.m. to Friday 7:00 a.m.
Friday	7:00 p.m. to Saturday 7:00 a.m.

(b) **Shift Sequence**

Dependent on the volume of work, the following outlines the sequences by which shifts are to be established.

- a) One shift                      Shift A
- b) Two shifts                    Shift A and Shift C
- c) Three shifts                 Shift A, Shift C and Shift B
- d) Four shifts                  Shift A, Shift C, Shift B and Shift D

(c) **Shift Rotation**

Shifts will be rotated from days to nights on a two (2) week interval.

A minimum of forty-eight (48) clear hours between the end of the last shift and the beginning of the first shift in a regular shift change-over shall apply. When a department operates on a day shift only, a minimum of thirty-six (36) clear hours between the end of the last shift and the beginning of the first shift in a change-over shall apply.

(d) (i) **Lunch Period**

During a continuous operation, employees shall have a staggered paid lunch period of 1/2 hour between the 4th and 8th hour to facilitate such operation, or the paid lunch period may be taken at the same time should equipment shutdown occur or be scheduled. Employees shall be allowed to leave the department or press area for their lunch period. All employees affected by continuous operation will be notified no later than the beginning of the shift. Full manning shall be maintained during staggered lunch periods.

If an emergency arises that requires work during the regular lunch period, such time shall be paid at two times the appropriate hourly rate and the employee shall receive his/her lunch period immediately following such emergency.

(ii) **Break Periods**

For those employees manually feeding and/or taking off from any equipment, breaks away from the equipment shall be provided midway between the start of a shift and lunch and again between lunch and the end of the shift.

Every effort should be made to rotate people from job to job during their shift.

(e) **Employee Selection**

Notices will be posted quarterly upon which employees may express their preference to be scheduled on 12 hour shifts when such shifts are in operation in the next quarter. For those vacancies which cannot be filled by employees who have expressed a preference, qualified employees will be assigned to complete shift complements.

(f) **Holidays**

(i) While working on an alternate work week, holidays that fall on an employee's regular day off shall be banked to be taken at another mutually agreeable time or if mutually agreeable may be celebrated in the same work week on the last regular shift prior to the holiday or the first regular shift following the holiday. Banked days must be taken within one (1) year from banked date. There shall be no payout of banked days.

(ii) 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 11.04.

(g) **Labour Management Meetings**

Meetings will be held to discuss and resolve any issues or problems that may arise in the twelve (12) hour shift schedule. These meetings can be requested by either party and will be attended by three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union.

**7.03** The Employer shall have the regular hours of work, including the regular stopping and starting times posted on the bulletin board at all times.

**7.04 (a)** Shift schedules will be posted not later than the end of the dayshift on the prior Wednesday.

(b) Priority members shall have choice of shifts and starting times, provided that changes shall be made only when openings occur and also provided no changes shall be made which, in the opinion of the working supervisor, decreases efficiency of the office.

**7.05** Opportunities shall be provided for employees working on any shift schedule, to obtain refreshments during working hours.

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

**7.07** For any premium identified in this Collective Agreement for remittance on a per shift basis, the per shift amount shall be multiplied by five 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.

**7.08** See also Memorandum of Agreement #2 - (Tuesday to Saturday Work Week)

#### **ARTICLE 8 - CALL IN AND REPORTING PAY**

**8.01** Any employee reporting for work shall be guaranteed a full days' pay, except in the event of employee's own lateness; voluntary leaving before the end of the shift; short shifts to share the work.

**8.02** Any employee injured while working on the job and requiring medical attention and, therefore, unable to finish his days' work shall be paid for a full day.

**8.03** An employee called back to work shall be paid for a minimum of three (3) hours at his applicable overtime hourly wage. Call back for the purposes of this clause shall be defined as an employee having completed a shift and having left the plant.

**8.04** It is agreed that when overtime that has been scheduled for 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 (3) hours wages at one and one half (1 1/2) times his or her regular pay.

#### **ARTICLE 9 - REDUCED SCHEDULE/WORK SHARE**

**9.01** Whenever slack periods occur in the shop or any of its departments, the Employer agrees to discuss with the Union President or his designate(s) all problems of employment and hours of work which would disturb the continuity of employment for those members who have been regularly employed for six (6) months or more.

**9.02** (a) Should conditions warrant a reduction of working hours, the Employer shall designate the number of hours of work, providing such reduction shall be equal on each day of the week or a four (4) day week may be instituted, Monday to Thursday, or Tuesday to Friday 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.

- (i) Preparatory
- (ii) Web Press and Platemaking
- (iii) Sheet Fed Press
- (iv) Maintenance
- (v) Bindery
- (vi) Warehousing/Shipping/Receiving

There must be two or more employees employed in a department for it to be considered as a separate department.

At any time that a Department is on Reduced Schedule/Work Share no person in a Department that is not on Reduced Schedule/Work Share shall be permitted to work in that department that is on Reduced Schedule/Work Share.

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

(c) The maximum time period a department may be on Reduced Schedule/Workshare shall be six (6) weeks unless the parties mutually agree to extend such time period.

**9.03** Employees shall not be denied a regular shift's pay (in accordance with Articles 12 and 13) for holidays and/or vacation days falling within a period of reduced working schedules.

**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. Overtime will be shared between all affected employees.

**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 shall be reduced to writing and shall be implemented for the specified period of time agreed to.

## **ARTICLE 10 - LAYOFF AND DISCHARGE**

**10.01** No employee may be disciplined or discharged, except for just cause. Before the discipline or discharge of a Shop Delegate or Officer of the Local, the Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer and to call in the International for this purpose when an Officer of the Local is involved. In the event of a discharge of an employee, the Employer shall simultaneously furnish reason for such discharge in writing.

**10.02** In the event of a lay-off for less than 21 calendar days an employee shall be considered an employee of the Employer for all purposes except payment of wages.

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

**10.04** Any employee who has been regularly employed in the same establishment for a period of six (6) months or more and who is separated from employment because of lack of work, job obsolescence or similar reasons, shall be given two (2) weeks' notice, or, in lieu thereof, two (2) weeks' pay. This shall not apply in the case of dismissal for cause or in the case of temporary lay-off of less than four (4) weeks.

An employee must give at least one (1) weeks' notice of termination and when he does so, shall be allowed to complete that week or be awarded a weeks' pay in lieu thereof, except that this shall not interfere with the employee's right to discharge for cause.

**10.05** Contributions are to be paid by the Employer into all funds for outstanding periods of vacation and severance pay at termination of employment.

## **ARTICLE 11 - OVERTIME**

**11.01** The employees agree to work such overtime as may be reasonably necessary to meet production requirements, provided that if any employee gives legitimate reason for not being able to work overtime, the Employer will not require him to do so.

**11.02 Regular Work Week**

(a) That for the first three (3) hours worked in excess of the regular work day on any day from Monday to Friday inclusive, an employee shall receive one and one-half (1-1/2) times their hourly wage. For all time worked in excess of three (3) hours, an employee shall receive two (2) times their hourly wage.

(b) That for all hours worked on Saturday an employee shall receive one and one-half (1-1/2) times their hourly wage.

(c) That for each hour worked on Sundays an employee shall receive two (2) times their hourly wage.

(d) That all work performed on Statutory holidays shall be paid for at three (3) times the hourly wage (including holiday pay) granted in accordance with Article 12.01 and 12.02.

**11.03 Alternate Work Schedule – 12 Hour Shifts**

(a) That for the first shift worked in excess of the regular work week, excluding Sundays and holidays, an employee shall receive one and one-half (1-1/2) times their hourly wage.

(b) That for all hours worked in excess of the regular scheduled shift on any day an employee shall receive two (2) times their hourly wage.

(c) That for all hours worked in excess of the first additional shift worked in excess of the regular work week an employee shall receive two (2) times their hourly wage.

(d) That for each hour worked on Sundays an employee shall receive two (2) times their hourly wage.

(e) That all work performed on Statutory holidays shall be paid for at three (3) times the hourly wage (including holiday pay) granted in accordance with Article 12.01 and 12.02

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

**11.05** 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.

**11.06 Banking of Overtime**

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

(1) It shall be at the employees option to elect banking of overtime on January 1st and July 1st of each year. Employees may elect to bank overtime in periods of full weeks to a maximum period of their (the employees) choice.

(2) If banking of overtime is elected, for each hour of overtime worked the employee shall receive fifty percent (50%) in pay at their prevailing overtime rate and the other fifty percent (50%) shall be banked for paid time off.

(3) Banked time off shall be taken at not less than a full shift at a time.

(4) Banked time off shall be taken at a time mutually agreed to by the employee and the foreman.

(5) Banked time off may by mutual agreement, be used prior to using any outstanding vacation to which the employee is entitled.

(6) Banked time off earned during the period January 1 through June 30 if not taken prior to December 30 next following, and banked time off earned during the period July 1 through December 31 if not taken prior to June 30 next following, shall be paid out in full on those dates.

(7) 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.

## **ARTICLE 12 - STATUTORY HOLIDAYS**

**12.01** Employees shall be granted a holiday from work with pay, at the hourly rate received by the employee during the week in which the holiday is celebrated, for all days named herein, and all others named under the Employment Standards Act and Regulations of British Columbia or declared by the Provincial or Federal Governments.

New Years Day  
Good Friday  
Easter Monday  
Victoria Day (May 24th)  
Dominion Day (July 1st)  
B.C. Day (First Monday in August)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

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

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

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

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

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

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

**12.03** When a Statutory or declared holiday, as defined under Article 12, comes in an employee's vacation - he shall receive one extra days vacation with pay at straight time, at a time mutually agreed between the employee and the Bindery Superintendent.

## **ARTICLE 13 - VACATIONS**

**13.01** Employees who have less than one (1) year of continuous service with the Employer and less than one (1) year of continuous membership in Local 525-M 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 Percent (4%).

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

**13.02** Employees who have completed one (1) year or more of continuous service with the Employer or one (1) year or more of continuous membership in Local 525-M 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.

**13.03** Employees who have completed five (5) years of continuous membership in Local 525-M shall receive four (4) weeks of vacation with pay in the amount of eight percent (8%) of the total wages earned during the time for which vacation credits are computed, or four (4) weeks of vacation with pay at the employee's current weekly (day shift) rate of pay, whichever is greater. It is understood that should an employee qualify under this section by June 30th of any year, he or she shall receive four (4) weeks of vacation during that year.

**13.04** Employees who have completed ten (10) years of continuous membership in Local 525-M shall receive five (5) weeks of vacation with pay in the amount of ten percent (10%) of the total wages earned during the time for which vacation credits are computed, or five (5) weeks of vacation with pay at the employee's current weekly (day shift) rate of pay, whichever is greater. It is understood that should an employee qualify under this section by June 30th of any year, he or she shall receive five (5) weeks of vacation during that year.

**13.05 (Supplemental Vacation)** Employees who have completed twenty (20) years as a member of the Local shall receive one (1) additional day of vacation with pay and one (1) additional day of vacation with pay for each additional year of membership to a maximum of five (5) days (i.e.)

- 1 additional days vacation with pay after 20 years
- 2 additional days vacation with pay after 21 years
- 3 additional days vacation with pay after 22 years
- 4 additional days vacation with pay after 23 years
- 5 additional days vacation with pay after 24 years

The total entitlement of supplementary vacation days must be taken together, except where an employee requests otherwise, however, they may be taken separate from regular vacations or added to regular vacations as mutually agreed between the employee and supervisor.

With respect to the supplemental vacation only, the provisions of Article 13.19 re March 1st may be waived by mutual agreement between the employee and supervisor.

It is understood that should an employee qualify under this section by June 30th of any year, he or she shall receive the appropriate supplementary vacation with pay during that year.

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

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

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

(10%) of total wages earned for those whose entitlement is for five (5) weeks of vacation, twelve percent (12%) of total wages earned for those whose entitlement is for six (6) weeks, including supplemental vacation. This shall likewise apply in the case of death in which event the amount shall be paid to the legally recognized beneficiary or in the absence thereof to the estate of the deceased.

Where an employee is entitled to less than five (5) days of supplemental vacation he/she shall receive vacation pro-rated in the amount of four tenths (.4) of one percent (1 %) for each day of entitlement.

**13.08** The time of the year that each employee shall take such vacation shall be determined and arranged by the Supervisor and Management after consultation with the Shop Steward. Where practicable choice of vacation periods shall be allowed in priority order. This provision, however, shall not apply in situations where the entire plant is to be closed for vacations. A copy of the plant vacation list (as up to date as possible) will be submitted to the Union by June 15 of each year.

**13.09** If, at the request of Management, an employee is required to take his vacation at a time other than which he has chosen, as permitted by his priority standing in an office, he shall be allowed one (1) week extra, with pay.

**13.10** When a Holiday, as detailed in Article 12 comes within an employee's vacation - he shall receive one (1) extra days' vacation at straight time.

**13.11** The employee shall be given his or her vacation pay for the period of vacation immediately prior to said vacation each time.

**13.12** Vacation pay will not be taken in lieu of vacation.

**13.13** All vacations earned by June 30<sup>th</sup> in any year must be taken and cleared off by the last day of March next following.

**13.14** Vacation pay and Statutory Holiday pay shall be considered earnings for the purpose of computing vacation pay.

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

**13.16** For the purpose 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.

**13.17** Vacation List to be posted on Notice Board by April 1st of each year, and employees to notify the Employer by May 1st, when they are having vacations.

**13.18** 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 without the employee's consent.

**13.19** It is agreed that the Employer shall not be obliged to fill the positions of employees on vacations, but may do so at its discretion. The employee shall not be required to find a replacement for his position in order that he may take his vacation.

**13.20** Every second year an employee can have three (3) weeks of the allowable vacation time consecutively, the balance of vacation if any, will be taken at times mutually agreed between the employee and the Supervisor.

**13.21** A request by an employee for three or more consecutive weeks of vacation shall not be unreasonably denied.

**13.22** In the event that an employee has not lost more than three (3) months of employment due to sickness or injury or one (1) month due to layoff or other reasons beyond his control, he or she shall remain eligible for full vacation benefits as determined by the length of his or her continuous Union membership, or continuous service, or in respect to twenty (20) years of service in the industry and he or she will be entitled to a full weekly pay (as defined in this Article 13) for each week of vacation. In cases where the above provisions have been exceeded the excess time shall be deducted from the employee's time for which vacation credits are computed.

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 greater vacation pay.

#### **ARTICLE 14 - EDUCATIONAL TRAINING AND RETRAINING FUND AND PROGRAM**

**14.01** Effective May 1, 2000 the Employer shall pay \$6.25 per week for each employee and effective January 1, 2003 the Employer shall pay \$6.50 per week for each employee and effective January 1, 2004 and thereafter the Employer shall pay \$6.85 per week for each employee covered by this Collective Agreement to the Vancouver Local No. 525-M, Graphic Communications International Union, Educational Training and Retraining Trust Fund for the purpose of providing education and training for apprentices and retraining for journeymen.

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

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

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

**14.04** The Employer will make every effort to provide the opportunity to those working shift work, time to attend classes at the Graphic Arts Training Institute.

The Employer agrees to make training available in the plant to those that have not had the opportunity to comply with 15.04 of this Collective Agreement.

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

**14.06** The Parties agree to be bound by the terms of the Agreement and Declaration of Trust establishing the aforesaid Fund as the same may be amended from time to time and the rules, regulations and plans adopted by the Trustees from time to time. The Employer further agrees that

the Employer Trustees designated under such Agreement and Declaration of Trust are so designated as Employer Trustees on its behalf.

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

There shall be a Joint Training and Retraining Committee consisting of equal number of representatives of the Employer and the Union. They shall administer and supervise training of apprentices and retraining of journeymen. The Committee shall be responsible for the training of apprentices and retraining of journeymen who may be or are displaced because their jobs were affected by technological changes. If the apprentice or journeyman to be retrained feels that the 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.

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

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

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

#### **ARTICLE 15 - APPRENTICESHIP**

**15.01** All apprentices shall serve a ninety (90) calendar day probationary period. Terms of apprenticeship including probationary time:

- (a) Bookbinder I - Four (4) years  
Bookbinder II - Two (2) years

- (b) Four Year Apprenticeship Bookbinder I

First year starting rate	50%	Second Six Months	56%
Second year	62%	Second Six Months	68%
Third year	75%	Second Six Months	81%
Fourth year	87%	Second Six Months	93%
Thereafter - Journeyman rate.			

Two year Apprenticeship Bookbinder II

First year starting rate	60%	Second Six Months	70%
Second year	80%	Second Six Months	90%
Thereafter - Journeyman rate.			

**15.02** (a) The ratio of apprentices shall be as follows:

- One Bookbinder I apprentice up to three Bookbinder I
- Two Bookbinder I apprentices up to five Bookbinder I
- Four Bookbinder I apprentices up to ten Bookbinder I

One additional Bookbinder I apprentice to each additional four Bookbinder I. Except where three Bookbinder I and only one Bookbinder I apprentice are employed, one additional Bookbinder I apprentice may be hired when the senior Bookbinder I apprentice enters the last year of apprenticeship.

- (b) One Bookbinder II apprentice up to three Bookbinder II
- Two Bookbinder II apprentices up to five Bookbinder II
- Four Bookbinder II apprentices up to ten Bookbinder II

One additional Bookbinder II apprentice to each additional four Bookbinder II. Except where three Bookbinder II and only one Bookbinder II apprentice are employed, one additional Bookbinder II apprentice may be hired when the senior Bookbinder II apprentice enters the last year of apprenticeship.

**15.03** It is agreed that the Employer and the Union shall work together and with the Apprenticeship Department of the Department of Labour to improve the Apprentice Training Program. All apprentices shall be required to attend the classes provided as a part of their apprenticeship. Failure to do so shall result in (a) extension of the apprenticeship period or (b) a delay in the normal increments of pay or (c) removal of the individual from the apprenticeship program or any combination of the foregoing. Determination of the apprentice's progress shall be the responsibility of the Department Supervisor. However, where remedial action is to be taken it will be a joint decision made by the Employer and the Union.

**15.04** Each apprentice shall receive as much practical on-job training as possible, relative to the size of shop in which he/she works. However, he/she shall become proficient in the operation of at least two pieces of equipment relative to the apprenticeship program in which he/she enrolled.

**15.05** No apprentice shall work without supervision or be made responsible for a machine until at least one-half of the apprenticeship period has been completed.

**15.06** Bookbinder II's shall be given first consideration for Bookbinder I apprenticeships. If accepted, the Bookbinder II's shall serve a further three (3) years apprenticeship under the Bookbinder I apprentice program. All of the provisions of Article 15 shall apply to this method of progression. Starting rate shall be at the 12 month level of Bookbinder I apprentices; provided such rate be not less than the Bookbinder II rate.

**15.07** No apprentice shall be required to perform any work not related to the branch of the trade to which indentured, except in case of emergency, or in the case of a make-work situation during any slack period.

**15.08 (a)** The Employer agrees to inform the Union office when an apprenticeship opening occurs, and only member's applications shall be considered in the selection process unless no member applies.

(b) All apprentice applicants shall be examined at the Graphic Arts Training Institute of B.C. training facilities by the Education Director and an instructor in the branch of the trade in which the apprentice is to be indentured and a written evaluation of the applicants aptitude and abilities for the apprenticeship shall be provided.

Further to the selection process the performance of the applicants (which if the applicant so wishes, will include results of attendance at the G.A.T.I.) will be discussed with a Selection Committee which shall include a Union official or Shop Steward and Bindery Personnel including those from the classification in which the opening occurs. The results of this process will be prime consideration in the selections. Unsuccessful applicants shall be advised by the Employer.

**15.09** Any employee engaged in general work, shipping, receiving, mailing and warehousing functions, may apply for an apprenticeship vacancy in another area of the Union jurisdiction. Should such employee be chosen to fill such a vacancy, they shall retain their current basic straight time day rate of pay until such time as the apprenticeship rate of pay, if lower, is equal to that which they earned as an employee of the shipping, receiving, mailing or warehousing departments, at which time the normal provisions of Apprenticeship - wage progression shall become effective. All other provisions of Apprenticeship - Article 15, shall apply.

## **ARTICLE 16 - NEW MACHINES OR PROCESSES**

**16.01** The Employer agrees that in the event of the installation of new or improved machines or processes including any add-ons to existing equipment, such machines or processes must be operated by journeymen under this Collective Agreement and under a scale of wages and conditions of work agreed upon by a Joint Committee of four (4) members, each party hereto choosing and appointing two (2) members thereof. The wages whenever finally adopted shall be retroactive to the date of beginning of operation of such equipment or processes.

**16.02** The Employer further agrees to give the Union ninety (90) days' notice in writing prior to the installation of any such equipment or adoption of new processes and during such ninety (90) days, to meet with the Union at any time upon request, for consideration of the manning of such machines or handling of such processes, the conditions of work, and any other matter relating

hereto, including the development of programmes 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.

The wages, when finally adopted, shall be retroactive to the date of beginning of operation of such equipment or process.

In respect to a transfer of equipment from another Quebecor World Inc. plant, the ninety (90) day period will be reduced to forty-five (45) days.

**16.03** 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.

**16.04** The parties hereto agree that any dispute arising out of changes to the present complement of help on any machine can be referred to the Joint Committee.

**16.05** In respect to 16.02 and 16.03 above the time periods may be amended by mutual agreement of the parties.

## **ARTICLE 17 - TECHNOLOGICAL DEVELOPMENTS**

**17.01** 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 cooperation of the Employer and the Union in the development of new skills.

**17.02** In order to ensure the orderly and most advantageous introduction of new types of equipment and processes, the parties agree to meet upon the request of either party, to develop programs for the retraining or rehabilitation of employees if new skills are required.

**17.03** (a) The Employer agrees to actively assist in retraining employees affected by technological change. Such assistance will include but not be limited to making such new technology accessible to affected persons through the Training Institute and its Director for in-plant training programs.

(b) The Employer agrees to make every effort possible to provide facilities and sufficient time with no loss of regular weekly wages in order that the required number of employees become proficient in the operation of any new processes or equipment. This does not preclude employees from voluntary training on their own time.

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

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

#### **ARTICLE 18 - SEVERANCE PAY**

Effective August 1, 2002, it is agreed that employees who are terminated for any reason whatsoever, except for just cause, shall receive in addition to all other amounts of remunerations and notice period, or pay in lieu of notice, due him or her, severance pay in the amount of one and one-half (1-1/2) weeks' current rate of pay for each year of employment to a maximum of sixteen (16) years of employment or twenty-four (24) weeks' pay. The Employer shall remit to all benefits for the severance period (i.e. Health and Welfare, Dental, SRDF, Local Pension and Education).

#### **ARTICLE 19 - PIECE WORK AND BONUS**

**19.01** It is further agreed by the Employer that no piece work or bonus system 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 20 - STRUCK AND/OR DISPUTED WORK**

**20.01** The Union reserves to itself and its members the right to refuse to execute all struck work received from or destined to unfair employers or publications.

**20.02** 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 during a legal strike.

#### **ARTICLE 21 - INDIVIDUAL RIGHT OF EMPLOYEE**

**21.01** 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.

**21.02** (i) The Employer agrees to grant leave of absence without prejudice to a maximum of three (3) weeks in each two year period, to the employee who has been elected to represent the Union at the convention, a conference or a seminar of the Graphic Communications International Union, subject to the following: (a) That in respect to the International Convention, the Union shall give the Employer at least thirty (30) days notice and in the case of a conference or seminar ten (10) working days notice of the name of the delegate for whom the leave of absence will be required. (b) That the Union shall make every effort to provide a qualified substitute.

(ii) The Employer agrees that adequate time off shall be allowed to the chosen employee representative for Collective Agreement negotiations.

(iii) To facilitate a regular income for the employee, the Employer will pay the employee his or her regular straight time wage and the employee shall turn over to the Employer his or her earnings from the Union as soon as received. The Employer shall continue payments into all benefit plans on behalf of those employees so chosen to include but not limited to Pension, Health and Welfare, Dental, etc.

**21.03** 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 outlined in this paragraph, such person shall be advised that he or she is being employed to fill such position only until the regular employee returns.

**21.04** 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.

**21.05** Job Security – Docutech:

In the event of a future lay-off in either jurisdiction, the employees will have the right to a training and trial period as a Docutech Operator, and the right to “bump” a junior operator, upon successful completion of the period.

In the event that a “bumped” operator came from another position, in either jurisdiction, that employee may return to his/her former position.

## **ARTICLE 22 - TRADE SHOP**

**22.01** It is further agreed that any bindery work sublet to a "Trade Shop" must be sublet to a Union Trade Shop wherever such Union Trade Shop is available and can provide the service.

## **ARTICLE 23 - WELFARE**

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

(b) (i) Effective July 1, 2002, increases to the cost of contributions shall be fifty percent (50%) employee and fifty percent (50%) Employer cost share.

(ii) The employees and the Employer will continue with the 50/50 cost share on increases to the contributions until the employee's contribution is equal to twenty percent (20%) of the total contribution.

(iii) The employee(s) contribution shall not exceed twenty percent (20%) of the total contribution amount.

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

**23.03** It is agreed that the full U.I.C. premium reduction including the employee's 5/12th share will be retained by the Employer.

#### **ARTICLE 24 - PENSION**

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

#### **ARTICLE 25 - LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM**

**25.01** Effective September 8, 1997 and thereafter the Employer shall pay an amount equal to six percent (6%) of 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 Employers 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 expense and operation and administration of the Retirement Fund. Effective September 8, 1997 the term "wages" as used herein shall mean all monies earned by an employee including but not limited to leave of absence due to sickness and layoff, for as long as the employee's name is maintained on the Employer's payroll, pay for overtime, shift differentials, holidays, vacations, etc excluding payments for any periods of labour dispute while the employees are not working. 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 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 the Agreement and Declaration of Trust. Payments are not required to be made for any employee during the period they are on permit.

**25.02** 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 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.

**25.03** 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.

**25.04** 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 being 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.

**25.05** Notwithstanding Article 38 of this Collective Agreement, the Employers obligation to make payment to the Graphic Communications International Union 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 25. The Employer further agrees that all the terms and conditions of the Agreement and Declaration of Trust of the Graphic Communications International Union 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 25.

## **ARTICLE 26 - PICKET LINES**

**26.01** 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 27 - GRIEVANCE AND ARBITRATION**

**27.01** 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:

**27.02 (a)** Grievances are to be submitted within three (3) months of occurrence, such time may be extended by mutual agreement of the parties. 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 within three (3) months 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.

**27.03 (a)** Notwithstanding anything contained in Sections 27.01 and 27.02 herein, a failure of the Employer to carry out its obligations including but not limited to making its required contributions under Article 5 - Dues Check-off; Article 14 - Educational Training and Retraining Fund and Plan; Article 23.01 and Appendix "B" G.C.I.U. Local 525-M Welfare Plan; Article 23.03 and Appendix "D" G.C.I.U. Local 525-M Dental Plan; Article 24 and Appendix "C" G.C.I.U. Local 525-105B Pension Plan; Article 25 - G.C.I.U. Supplemental Retirement and Disability Fund; of this Collective Agreement may, as an alternative to Sections 27.01 and 27.02 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 employers concurrently or as the arbitrator may determine.

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

(iv) The arbitrator(s) shall have the full authority of an arbitrator appointed pursuant to the Labour 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 Employers failure to comply with the terms and conditions of the relevant trust agreement and 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 Sections 96 and 102 of the British Columbia Labour Relations Code and may be enforced thereunder.

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

#### **ARTICLE 28 - BULLETIN BOARDS**

**28.01** It is agreed that there shall be at least one bulletin board readily available, accessible and visible to each department which will be available to the Union for the posting of notices and other items of interest to members.

## **ARTICLE 29 - SHOP STEWARDS AND UNION REPRESENTATIVES**

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

**29.02** If a Shop Steward desires to consult a Union Representative regarding an alleged infraction of this Collective Agreement, he may do so in the Shop during working hours.

**29.03** The Business Representative or other duly authorized Union Representative shall be permitted to visit the plant during operating hours for the purposes consistent with the Collective Agreement, provided that he first notifies management before entering the plant. The time of the visit shall be mutually agreed by the parties hereto.

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

**29.05** The Employer when issuing a formal warning to an employee, which must be in writing, shall advise the Shop Steward and the Union Office.

**29.06** Upon request by the Shop Steward, the Employer shall advise him of the source of any work brought into the plant from outside. Such request shall not interfere with the normal production of the plant.

## **ARTICLE 30 - HEALTH AND SAFETY**

**30.01 (a)** The Employer is responsible to make all reasonable provision for the safety and health of its employees during working hours. The Union agrees that it will cooperate 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 the shop. This committee shall be responsible for the observance of safety conditions within the shop.

Copies of all meetings, actions, etc. shall be sent to the Union office in a timely manner.

(b) Whenever machines are being operated, at least two (2) employees shall be in the immediate area where such machines are being operated.

**30.02 (a)** 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 cooperate with the Employer in this regard.

(b) The Employer shall have periodic on-site air sampling and noise testing programs provided by qualified personnel with recognized WCB approved equipment. The results of the testing and sampling will be made available to the Health and Safety Committee and the Union.

**30.03** (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 and/or repair of safety shoes to a maximum of ninety dollars (\$90.00) per employee per year or one hundred and eighty dollars (\$180.00) every (2) two years.

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

**30.05** 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 or other recognized testing agency agreed to by the Parties, 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 or other agreed to testing agency shall be accepted by both parties to this Collective Agreement.

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

**30.07** (a) The Employer agrees that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

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

(c) First Aid Attendant Premium - Employees eligible will receive a premium of \$37.50 weekly.

**30.08** It is agreed that a joint Union-Management Committee be appointed by the parties to study the work practices equipment and ergonomic concerns within the Bindery Department. This Committee may also include a representative(s) from the Press Room. This Committee shall study all available information and make recommendations for implementation and action by the Employer.

## **ARTICLE 31 - JURY DUTY**

**31.01** The Employer will pay an Employee who is required for Jury Service or as a Crown Witness or a Subpoenaed witness in any court, for each day of service, the difference between his or her regular shift straight time hourly rate for the number of hours he or she missed from his or her regular shift, and payment he or she received for Jury Service. The Employee will present proof of Jury Service and the amount of pay received.

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

**31.03** When an employee is working a night shift or graveyard 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.

**31.04** To facilitate a regular income for the Employee, the Employer will pay the Employee his or her regular straight time wage and the Employee shall turn over to the Employer his or her earnings from the Jury Duty or Crown or Subpoenaed Witness Duty as soon as received.

## **ARTICLE 32 - BEREAVEMENT LEAVE AND PAY**

**32.01** A regular employee will be granted up to one week's (i.e. 3, 4, or 5 days) leave of absence with pay, for the purpose of making arrangements and attending the funeral in the event of the death of their spouse, children or parents.

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 sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchildren.

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.

## **ARTICLE 33 - SEPARABILITY**

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

## **ARTICLE 34 - NO ORAL OR IMPLIED AGREEMENT**

**34.01** 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.

**34.02** This Collective Agreement is signed with the mutual pledge of all parties that conciliation and arbitration shall govern the adjustment of any dispute that may arise under the terms of this Collective Agreement, provided that Local Union Laws not affecting wages, hours and working conditions, and the laws of the International Union, shall not be subject to arbitration.

## **ARTICLE 35 - SENIORITY**

**35.01 (a)** Employees shall serve a probationary period of ninety (90) seven and one-half (7-1/2) hour days worked (or equivalent) within a fifty-two (52) week period. During this period they shall have no seniority rights, except that the Employer agrees to make every reasonable effort to recall those employees laid off during the probationary period on a seniority basis.

Upon completion of the probationary period employees shall be considered full time and their seniority shall date back to their most recent date of hire.

**35.01 (b)** Prior to the completion of the probationary period Article 6.05 shall apply except where a person is hired to fill a full-time position.

**35.02 Seniority:** On layoff and recall seniority shall prevail where the skills and abilities are relatively equal. The last person hired is the first person laid off and the last person laid off is the first person rehired.

In cases where skill and ability is questioned by the Employer it is agreed that prior to any out of seniority layoff or recall the Employer shall provide, in writing, the reasons for their concerns.

Every reasonable effort will be made by the Employer and employees to provide or receive training or retraining. The GATI will be advised at the earliest possible time in order to prepare for any training, retraining or evaluation for employee(s) in question.

The above will not negate the employee's rights under Article 27 – Grievance and Arbitration.

Seniority for the purposes of lay-off and rehire in craft positions shall be from the individual's date of employment in a craft position (i.e. Journeyperson/Apprentice).

Seniority for the purposes of lay-off and rehire in non-craft positions shall be from the date of employment with the Employer.

A seniority list shall be provided by the Employer every six (6) months or as requested by the Union.

Employees will lose seniority if:

1. They voluntarily quit.
2. They are terminated for cause.
3. When on layoff, they fail to report for work within ten (10) calendar days unless they are unable to do so due to illness or injury or other acceptable reason(s).
4. When they are laid-off for more than six (6) months.

## **ARTICLE 36 - COMPENSABLE ACCIDENT PAY**

**36.01** In the case of an industrial accident, the Employer will pay the difference for nine (9) weeks between the injured employee's wages and the Workers' Compensation Board rates, without prejudice

The employee shall receive the average weekly pay received over the eight (8) weeks previous to the accident or the Workers' Compensation Board calculation for weekly pay, whichever is greater.

## **ARTICLE 37 - AGREEMENT CONTINUITY**

**37.01** 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 38 - DURATION OF AGREEMENT**

**38.01** The Parties agree that this Collective Agreement will be effective May 1, 2000 to and including April 30, 2005 and thereafter from year to year, unless written notice of contrary intention is given by either party to the other party, within the four (4) month period, prior to the expiration date of the Collective Agreement.

**38.02** If no agreement is reached prior to the expiration date of this Collective Agreement, this Collective Agreement shall be deemed to remain in full force and effect 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 contract nor make any written agreement of any kind with any other Union relating to any bindery production work, and specifically to any jobs or work covered by this Collective Agreement.

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

## **ARTICLE 39 - EMPLOYMENT STANDARDS ACT**

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

## **ARTICLE 40 - INTERNATIONAL APPROVAL**

**40.01** 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 contract, or any breach thereof.

**APPENDIX A – TUESDAY TO SATURDAY WORK WEEK**  
**(Refer to Memorandum #2)**

**Hourly Rates**

	<b>Nov 1, 1999</b>	<b>Aug 1, 2002</b>	<b>Aug 1, 2003</b>	<b>Aug 1, 2004</b>	<b>Night Shift Premium</b>
Bookbinder I	26.05	26.83	27.63	28.46	3.91
Bookbinder II	18.06	18.60	19.16	19.73	2.71
Bindery Helper					
Start – 43% of BBI rate		11.54	11.88	12.24	1.57
6 months – 47% of BBI rate		12.61	12.99	13.37	1.71
1 year – 51% of BBI rate		13.68	14.09	14.51	1.86
18 months – 55% of BBI rate		14.76	15.20	15.66	2.01
2 years – 60% of BBI rate		16.10	16.59	17.08	2.19
Shipper or Receiver	19.53	20.12	20.72	21.34	2.93
Warehouseman (forklift or material handling):					
Starting rate	14.45	14.88	15.33	15.79	2.17
After one year	16.21	16.70	17.20	17.72	2.43
After two years	18.23	18.78	19.34	19.92	2.73
Sitma/ Operator	16.93	17.44	17.96	18.50	2.54

## APPENDIX B - WELFARE

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

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

**B.02** Both parties agree to abide by the rules and conditions contained in the Agreement and Declaration of Trust and any amendments that may be made thereto.

**B.03** (a) The Employer agrees to contribute for each employee for each day or part day for which the employee is on the payroll according to the following schedule:

	<b>5-Day Week</b>	<b>3-Day Week</b>
Commencing May 1, 1999	\$9.95	\$16.58
Commencing May 1, 2002	\$12.46	\$20.77
Commencing Oct. 1, 2002	\$13.46	\$22.43
Commencing May 1, 2003	\$14.46	\$24.10

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

(c) Contributions shall be made based on five (5) days. When the work week has been shortened, the per shift remittances will be multiplied by five (5) and divided by the number of shifts in the work week, i.e. five (5), four (4), three (3), two (2) to establish the per shift contribution. The Employer will continue to make contributions on behalf of an employee when that employee is on Workers' Compensation or for up to one (1) year when an employee is on Weekly Indemnity or LTD benefits. Should there be a waiting period with respect to such a claim, the Employer will make contributions for that waiting period once the employee's eligibility is established and payment of the claim is underway.

(d) When on unpaid leave of absence, employees will prepay premium costs paid on their behalf when required to do so by the Employer.

**B.04** The total amount so contributed shall be remitted to the GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, Local 525-M, WELFARE PLAN, 202-33 East 8th Avenue, Vancouver, B.C., on or before the tenth (10th) of the month next following that for which payments are due.

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

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

## APPENDIX C

### GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 525-105B PENSION PLAN

1 Effective October 1, 1990 the provisions of Appendix "C-B" shall be as set out below.

2. Pension Plan Structure and Operation:

Effective October 1, 1990 the Employers and the Union will effect a revised Agreement and Declaration of Trust and Pension Plan. The revised Agreement and Declaration of Trust will provide among other things the following:

a) The Plan and Trust shall be operated by a Board of Trustees that will consist of an equal number (not less than 2) of Trustees to be appointed by each of the Union and the Employers. The Union Trustees shall be either participating members of the Pension Plan and/or officers of the Union. The Union and the Employers will be responsible and required to appoint both the initial and subsequent Trustees as provided in the Trust Agreement.

The Union and the Employers also agree to abide by the rules and conditions contained in the revised Agreement and Declaration of Trust and any amendments made thereto.

b) The Trustees shall have complete authority and be responsible for establishing the terms and conditions of the Plan and making changes to these based on the advice of the Plan actuary, provided however, that in no event shall any terms or provisions of the Plan as they apply to a given Employer be in conflict with the terms and provisions of the Collective Agreement between the Union and the Employer.

c) The Trustees shall be responsible for the operation of the Plan and the selection of all persons, firms, and organizations who shall serve the Trustees. If a dispute arises between the Union and Employer Trustees it shall be dealt with as provided for in the arbitration clause of the Trust Agreement.

d) All of the assets of the Fund shall be used exclusively to provide benefits to Plan members, retired members, etc. and their beneficiaries;

e) The Plan and Trust will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.

f) All reasonable expenses incurred in the operation of the Plan shall be paid for from the assets of the Plan including the cost of administration.

g) Inter-plan transfer agreements may be effected with any other Board of Trustees or Plan sponsor to and from which employees, represented by the Union, may transfer.

3. Contributions:

Commencing May 1, 1993 and for the duration of the current Collective Agreement between the Union and the Employers and any renewals or extensions hereof, it is agreed that the following contributions shall be made to the Plan and Trust:

(a) By each participating employee - 1.6% of his or her gross earnings received from the Employer, while covered by the Plan, by payroll deduction;

(b) By the Employers - 3% of the gross earnings of all employees covered by the Plan and Trust.

Effective the first full pay period following ratification and thereafter:

(a) By each participating employee - 2.33% of his or her gross earnings received from the Employer, while covered by the Plan, by payroll deduction;

(b) By the Employers - 3.5% of the gross earnings of all employees covered by the Plan and Trust.

In addition to their proportionate share of "Cost of Funding" the Employer shall contribute an additional one-half of one percent (.05%) of total earnings effective May 1, 1998 and one percent (1%) of total earnings effective May 1, 1999 and thereafter. This contribution shall be used to reduce the early retirement penalty and/or for improvements as recommended by the Union Trustees. When improvements are made an amendment to the Pension Plan shall be made and all Parties to this Collective Agreement shall be notified.

This in no way negates the Union's right to negotiate increases to the Employer's contribution rate in any Collective Agreements negotiated after August 3, 1990.

The above contribution rates may vary pursuant to future Collective Agreements.

Contributions, along with a list of the employees for whom they have been made (showing employee and Employer amounts separately) shall be provided by the Employer to the Trust Employer or other entity designated by the Trustees to receive these and shall do so not later than ten (10) days after the end of the Employers normal 4-week, 5-week or monthly accounting periods. This listing shall be prepared in alphabetical order, and shall also show the amount of the employee's voluntary contributions, if any, and his Social Insurance Number, and any other information as determined by the Trustees.

(c) Provisions shall be made for the employee to make additional voluntary contributions to the plan through payroll deduction. The Employer shall identify these separately and submit supporting documentation as established by the Trustees.

(d) Interest rates to be charged on late or defaulted payment of monies due the plan shall be established from time to time by the Trustees along with policies related to legal action, in keeping with the terms of the Collective Agreement.

(e) An actuarial valuation of the Plan and Trust shall be conducted to determine its financial condition. The Trustees shall determine plan changes based on the results of this actuarial valuation and the recommendations of the Plan's actuary.

4. Eligibility: (a) All members of GCIU - 525M are required as a condition of employment to participate in the Plan and make employee contributions as of the first day following ninety (90) continuous calendar days of employment with any participating Employer.

In addition, the British Columbia Pension Plan Standards Act and Regulations imposes minimum standards for eligibility. If employees satisfy these minimum standards, they are required to join the Plan on the first day of eligibility.

(b) Once a member commences participation in the Plan he shall be required to continue as a participant whenever he is employed by any participating Employer and so long as he does not terminate his membership in the Union.

(c) When a participating employee is on Workers' Compensation or for up to one (1) year when an employee is on Weekly Indemnity or Long Term Disability benefits the Employer shall continue to make the required contributions on their behalf provided the employee pays their portion. Contributions shall be made based on the employee's base day rate of pay being considered as deemed earnings.

## **APPENDIX D**

### **DENTAL**

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

1. The Plan is to cover Dental care for employees and their dependents.
2. 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.
3. (a) 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.  
  
(b) The per shift amount shall be multiplied by five 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.
4. 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.
5. The plan and all monies are to be administered by a Board of Trustees with equal representation by participating Companies and the Union.
6. 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  
BETWEEN  
QUEBECOR WORLD VANCOUVER  
AND  
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M  
PROFIT SHARING PROGRAM**

Quebecor World Inc. will introduce an employee Profit Sharing Program for the year 2002 (payable in early 2003) and annually thereafter as follows:

**A. Purpose of Program**

Quebecor World Vancouver is committed to share financial profits with employees in the Quebecor World Vancouver plant.

**B. Eligibility**

The Profit Sharing plan applies to all employees of the Quebecor World Vancouver plant. Employees on sales commissions or other incentive programs are excluded from participating in the profit sharing program.

**C. Program**

1. The profit sharing program will be in effect starting in the 2002 calendar year (January 1 to December 31). Payments to individual employees will be made starting in the 1st Quarter of 2003 and thereafter in the 1st Quarter of the year next following the applicable calendar year.

2. The plan is based on achieving a financial target which will trigger payments. Profit Before Interest and Taxes (P.B.I.T.) expressed as a percentage of sales for the fiscal year, is the basis used in the calculation. The sharing formula becomes effective once Profit Before Interest and Taxes (P.B.I.T.) exceeds 8%. Profit Before Interest and Taxes (P.B.I.T.) is calculated from the standard Quebecor World Vancouver financial reporting statements as verified by external independent auditors. QWV shall provide to Deloitte & Touche or other international accounting firm agreed by QWV and GCIU sufficient access to the Employer's records to assure Deloitte & Touche or said designated firm that the financial statements of Quebecor World Vancouver have been prepared in accordance with generally accepted accounting principals applied on a consistent basis and in accord with Schedule A; thereby allowing Deloitte & Touche or said designated firm to confirm that the Profit Sharing is in accordance with the Collective Agreement.

3. The sharing formula is as follows:

- employees to share 25% of P.B.IT. over 8%
- employees to share 50% of P.B.IT. over 10%

All eligible employees will share in the payment. The maximum payout will be 7.5% of an employee's annual gross wages. Those employed during the applicable year (January 1, to December 31), will receive a pro-rated share of profit sharing based on the number of weeks worked in that year. Profit shall be shared by each group on the same basis as the percentage ratio of total payroll earnings by each group.

Profit shall be shared by each group i.e. Bargaining Unit, Non-Bargaining Unit on the same basis as the percentage ratio of total payroll earnings of each group

i.e. total payroll earnings \$1,000,000.00  
Bargaining Unit = \$600,000.00  
Non-bargaining Unit = \$400,000.00  
(above ratio is 3 to 2)

Therefore if profit is \$100,000.00 - Bargaining Unit = \$60,000.00  
Non-bargaining Unit = \$40,000.00.

Each group then determines how they share their portion. Each group shall vote on their procedure within thirty (30) days of ratification. Thereafter, each group will vote on their procedure within thirty (30) days of the start of each year.

4. Profit sharing payments are subject to regular payroll deductions such as income tax, C.P.P., U.I.C., etc.

5. Quebecor World Vancouver, as a division of Quebecor World Printing Inc, follows the general accounting principles (attached) outlined in the Employer's annual report. With particular reference to Quebecor World Vancouver:

- (i) No management fees or similar corporate charges with the exception of a charge for corporate MIS services. The charge bears no profit element and declines on a year over year basis.
- (ii) Depreciation rates as historically applied at Quebecor World Vancouver.

It should be noted that items (i) and (ii) are a function not of market conditions but are at the discretion of management and will be applied in the same manner as the previous forecast in determining any profit sharing which may be part of a Collective Agreement with the G.C.I.U.

Quebecor World Vancouver is prepared to provide reasonable access for Deloitte & Touche or other major international accounting firm selected by the G.C.I.U. to confirm that the information noted above under Items (i) and (ii) has been applied on a consistent basis for purposes of calculating profit sharing.

\_\_\_\_\_  
Signed by the Union

\_\_\_\_\_  
Signed by the Employer

\_\_\_\_\_  
Dated

**MEMORANDUM OF AGREEMENT NO. 2  
BETWEEN  
QUEBECOR WORLD VANCOUVER  
AND  
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M  
TUESDAY TO SATURDAY WORK WEEK**

The parties have agreed to the option to implement a Tuesday to Saturday work week under the following conditions:

1. Such a schedule would only be implemented to produce contract publications that require Saturday work to meet production deadlines.
2. Monday would be considered a day off in lieu of Saturday.
3. (a) Straight time wage rates would be in accordance with the attached wage schedule Appendix "A", plus all future negotiated increases.

(Note: See Article 4.05, 4.12 Grandfathering rates).

- (b) For purposes of this Memorandum of Agreement No. 2, any classification not covered in Appendix A shall be determined by multiplying the hourly rate in Article 6 by 37-1/2 hours and dividing the result by 35 hours to determine the applicable straight time wage rates for such classification.

4. All other terms and conditions would be as provided for in the Collective Agreement.

5. Holidays:

Holidays that fall on a Monday shall be celebrated on the previous Saturday or the following Tuesday.

Holidays that fall on a Saturday shall be celebrated either on that day or on the previous Friday or next following work day.

\_\_\_\_\_  
Signed by the Union

\_\_\_\_\_  
Signed by the Employer

\_\_\_\_\_  
Dated

**MEMORANDUM OF AGREEMENT NO. 3  
BETWEEN  
QUEBECOR WORLD VANCOUVER  
AND  
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

**SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

Upon layoff of any full-time employee or an employee that has worked for the Employer for at least two hundred (200) seven and one-half hour (7-1/2) shifts, or one hundred and twenty (120) twelve (12) hour shifts, in the last fifty-two (52) weeks from date of layoff, the Employer shall provide a transition benefit for their employment insurance waiting period.

Such benefit shall be at least seventy-five percent (75%) of their gross weekly wages.

\_\_\_\_\_  
Signed by the Union

\_\_\_\_\_  
Signed by the Employer

\_\_\_\_\_  
Dated

**MEMORANDUM OF AGREEMENT NO. 4  
BETWEEN  
QUEBECOR WORLD VANCOUVER  
AND  
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

The parties agree that upon ratification of this Collective Agreement, the Employer shall pay to all full-time employees and those who have retired from the Employer since January 1, 2002, a lump sum payment of two thousand dollars (\$2,000.00).

Employees who have been off work on STD, LTD or WCB for more than six (6) months between May 1, 2000 and the date of ratification shall have the lump sum prorated.

\_\_\_\_\_  
Signed by the Union

\_\_\_\_\_  
Signed by the Employer

\_\_\_\_\_  
Dated

**MEMORANDUM OF AGREEMENT NO. 5  
BETWEEN  
QUEBECOR WORLD VANCOUVER  
AND  
GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 525-M**

During negotiations for the renewal of the Collective Agreement there was general agreement by the parties to implement electronic fund transfer as well as negotiable cheque for the payment of wages, when such system of electronic fund transfer is available.

It is therefore agreed to replace Article 6.04 with the following language:

It is agreed that wages shall be paid weekly and within four (4) working days of the end of the pay period. It is agreed that payday shall be Thursday and that 11:00 p.m. Sundays shall be deemed the end of the pay week.

Payment shall be made by negotiable cheque, dated for Thursday payday, or with the consent of the employee by electronic funds transfer. When an employee elects payment by electronic funds transfer it is understood that the transfer of funds shall occur at 12:01 a.m. on the Thursday following the end of the pay week. In the case of statutory holiday the transfer of funds shall occur at 12:01 a.m. on the Friday following the end of the pay week. In each case, the employee will receive a statement of wages.

\_\_\_\_\_  
Signed by the Union

\_\_\_\_\_  
Signed by the Employer

\_\_\_\_\_  
Dated

IN WITNESS WHEREOF we have hereunto set our hands this      day of              2002

FOR THE EMPLOYER:

FOR THE UNION:

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION,  
LOCAL 525-M

President

This Collective Agreement is approved as being in compliance with the laws of the Graphic Communications International Union, and the undersigned on behalf of the Executive Council of the Graphic Communications International Union, hereby pledges its full authority to the fulfillment thereof.

For the Graphic Communications International Union

## INDEX

AGREEMENT CONTINUITY .....	34
APPENDIX A - WAGES .....	35
APPENDIX B - WELFARE .....	36
APPENDIX C - PENSION .....	37
APPENDIX D - DENTAL .....	40
APPRENTICESHIP .....	20
BEREAVEMENT LEAVE AND PAY .....	32
BULLETIN BOARDS .....	29
CALL IN AND REPORTING PAY .....	12
COMPENSABLE ACCIDENT PAY .....	34
DUES CHECK-OFF .....	6
DURATION OF AGREEMENT .....	34
EDUCATIONAL TRAINING AND RETRAINING FUND AND PROGRAM .....	19
EMPLOYMENT STANDARDS ACT .....	34
GRIEVANCE AND ARBITRATION .....	27
HEALTH AND SAFETY .....	30
HIRING .....	2
HOURS OF WORK .....	9
INDIVIDUAL RIGHT OF EMPLOYEE .....	24
INTERNATIONAL APPROVAL .....	34
JURISDICTION .....	3
JURY DUTY .....	31
LAYOFF AND DISCHARGE .....	13
LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM .....	26
NEW MACHINES OR PROCESSES .....	22
NO ORAL OR IMPLIED AGREEMENT .....	32
OVERTIME .....	14
PENSION .....	26
PICKET LINES .....	27
PIECE WORK AND BONUS .....	24
REDUCED SCHEDULE/WORK SHARE .....	12
SENIORITY .....	33
SEPARABILITY .....	32
SEVERANCE PAY .....	24
SHOP STEWARDS AND UNION REPRESENTATIVES .....	30
STATUTORY HOLIDAYS .....	16
STRUCK AND/OR DISPUTED WORK .....	24
TECHNOLOGICAL DEVELOPMENTS .....	23
TRADE SHOP .....	25
UNION RECOGNITION .....	1
UNION SHOP .....	1
VACATIONS .....	16
WAGES .....	7
WELFARE .....	25