

# LABOUR AGREEMENT

July 1, 2006 to June 30, 2010

*by and between*



Queen's  
Printer BC

**The Queen's Printer of the Government  
of the Province of British Columbia**

*and*

**The Communications, Energy and  
Paperworkers Union of Canada**

LOCAL 2000 AND LOCAL 525G



**AGREEMENT MADE THIS  
8TH DAY OF JULY, 2006**



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ARTICLES OF AGREEMENT

BETWEEN:

THE QUEEN'S PRINTER OF THE GOVERNMENT OF  
THE PROVINCE OF BRITISH COLUMBIA  
(hereinafter referred to as the Queen's Printer)

PARTY OF THE FIRST PART

AND:

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
LOCAL 2000 and 525G

The foregoing named Locals shall be considered as the Council of Graphic Arts Locals of the Queen's Printer and shall be referred to hereinafter as the "Council" or the appropriate Local within the "Council" or the appropriate Local.

PARTY OF THE SECOND PART



## **INTERPRETATIONS AND DEFINITIONS**

1. “Employer” means the Queen’s Printer of the Government of the Province of British Columbia (Queen’s Printer).
2. “Council” means the Council of Graphic Arts Locals of the said Queen’s Printer.
3. “Appropriate Local” means the Local of the “Council” that represents the employees of a department over which such Local has jurisdiction.
- 4 “Employee” means a person who is included in the bargaining unit.
- 5 “Supervisor” replaces the word “foreman,” used in the collective agreement prior to 1993. This change is made solely for the purposes of gender neutral language consideration.
- 6 “Regular Employee” means an employee that has been employed for six months.
- 7 “Bargaining Unit” means all employees of the employer except those excluded by the certification.
- 8 The Interpretation of all other definitions or expressions used in this Agreement, that are not self explanatory, shall be referred to the Standing Committee.

## **PREAMBLE**

The purpose of this agreement is to establish mutually satisfactory relations between the Employer and employees and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

It is also agreed by the parties that this agreement shall not be in conflict with the B.C. Labour Relations Code, other applicable labour legislation, and the British Columbia Human Rights Code.

## **ARTICLE 1 — UNION RECOGNITION**

**1.01** The Employer recognizes the Council as the exclusive representative for all of the employees for whom the Locals forming said “Council” are certified for all purposes consistent with collective bargaining as provided in appropriate Provincial Labour Legislation.

The Employer further recognizes each individual Local of the “Council” as the exclusive representative for all employees who are members of said Local in respect to the terms and conditions of the Addendum to this Agreement that refers specifically to the members of that Local.

**1.02** The Employer agrees to employ in its plant for all job functions over which the Council has jurisdiction by virtue of this Agreement and/or certification only members of the Locals that comprise the “Council” who are in good standing. Should the Local in whose jurisdiction journeymen or journeywomen are required, be unable to furnish same within a reasonable time after formal request, the Employer shall have the right to employ competent individuals provided such persons are paid the minimum rate provided for in this Agreement for the classification for which such person is employed. It is understood that any such person employed shall be placed on a Union permit and shall be replaced by a Union member when available.

## **ARTICLE 2 — UNION SHOP**

**2.01** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members in good standing of the appropriate Local within the “Council” on the effective date of this contract shall remain members in good standing.

- 2.02** It shall be a condition of employment that those employees who are not members of the appropriate Local on the execution date of this contract shall, on or before the thirtieth (30th) day following the execution date of this contract, become and remain members in good standing of the appropriate Local within the “Council.”
- 2.03** It shall also be a condition of employment that all employees covered by this contract and hired on or after its execution date shall on or before the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the appropriate Local within the “Council.”
- 2.04** The Employer agrees to notify new employees that they will be required to make application for membership in the appropriate Local within the “Council” 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 Articles 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 the employee’s failure to tender initiation fees or dues, then within ten (10) days after written notice from the appropriate Local within the “Council” the Employer shall discharge such employee.
- 2.06** If membership of any employee shall be terminated because of the employee’s failure to tender Union dues, then within ten (10) days after written notice from the appropriate Local within the “Council” the Employer shall discharge such employee.
- 2.07** The Locals of the “Council” reserve 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 appropriate Local, 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 appropriate Local in good standing, for any of the reasons outlined above shall not be rehired by the Employer unless such person shall first become a member of the appropriate Local in good standing.

### **ARTICLE 3 — HIRING**

The Employer agrees to inform the appropriate Local of all position vacancies covered by this Agreement and to secure all employees for such vacancies from the Union subject to the provisions of the Apprenticeship Section of the Appendices. 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 the individual was employed.

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

### **ARTICLE 4 — JURISDICTION**

- 4.01** All employees including supervisors employed in the production departments of the Employer shall be members in good standing of the-appropriate Local within the “Council.” It is understood and agreed that all instructions, orders and distribution of work shall emanate from the supervisors to the members of the department of which the supervisor is in charge or is responsible. The work classifications set forth in the Appendices shall be deemed to be included in the jurisdiction but shall not exclude the generality of the foregoing. This section shall apply to the plant of the Employer and/or any other plant or location to which the Employer moves all or any part of said production departments for which the Locals comprising the “Council” are certified.
- 4.02** No person other than journeymen or apprentices in their proper ratio shall be employed in any department over which the “Council” holds certification except as otherwise specifically provided for within the separate appendices forming part of this Agreement.

### **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 appropriate Local office, as set out in the

appendices, not later than the tenth (10th) day of the month next following that for which deduction were made.

The Employer shall at the time of making such payment to the Union, submit a typewritten statement in the manner requested on the forms supplied by the Union for this purpose. Cheques are to be made payable to the appropriate Local as directed in the Appendices to this Agreement. It is agreed that Union dues and/or assessments will be deducted from the employee's earnings each pay day.

- 5.02** Such authorization shall not be revocable for a period of one (1) year or until the termination date of this contract or renewals thereof, or until termination of employment, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Employer.

## **ARTICLE 6 — WAGES**

- 6.01** The minimum wage rates to be paid shall be as set out in Appendices A and B of this Agreement.

- 6.02** It is further agreed that the wage scales outlined in the Appendices shall continue during the life of this contract, except as may be mutually agreed between the parties hereto. It is understood that employees now receiving above the wage scale herein provided shall not be reduced during the life of this contract.

- 6.03** Employees shall be paid in full every second Friday. Where referred to in this agreement monthly salary shall =

$$\frac{\text{bi-weekly} \times 26.0892857}{12}$$

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

**6.05** *Rate Retention*

During a shift when an employee is transferred to or from a job carrying a higher rate for thirty (30) minutes or more, the higher rate is to apply for the entire shift.

**ARTICLE 7 — HOURS OF WORK**

- 7.01** (a) The regular work day shall be seven (7) hours per day and the regular work week shall be thirty-five (35) hours per week: Monday to Friday inclusive. The following exceptions to the daily hours of work may be granted to improve employees' quality of worklife, by mutual agreement of the majority of the combined membership of a department(s) as specified in Article 7.05 and mutual consent by the Employer:
- (i) Short Friday Work Week;
  - (ii) Four Days of Work per Week Schedule.

It is understood that when one of the exceptions to the Monday to Friday regular work week is chosen, all members of a department will work that shift schedule unless operational requirements permit some employees to opt to continue to work the regular work week.

When employees are working the Short Friday Work Week Schedule, it is agreed that where urgently required or confidential work, or work for the Legislative Assembly requires overtime on Friday, a sufficient number of qualified employees at the appropriate classification will be made available to perform such work.

When employees are working either the Short Friday Work Week or Four Days of Work per Week Schedule, statutory holiday make-up or credit of time will be done to adjust for a 35 hour work week as follows:

- (i) Short Friday Work Week adjustment time will be made once a year. Such time is to be scheduled concurrently for all employees in the department by agreement with the supervisor, taking into account workloads in the Printing Plant.

(ii) Four Days of Work per Week Schedule adjustment time will be made the week following the holiday. Holidays falling on the employee's scheduled day off will be rescheduled by agreement with the supervisor to accommodate operational needs.

(b) Notwithstanding Article 7.02(b), the hours of work for the Short Friday will be as follows, unless modified by mutual agreement of the parties:

Day Shift

Monday to Thursday: 7:30 a.m. to 3:30 p.m.  
(includes two 10 minute paid rest periods and one 30 minute unpaid meal period)

Friday: 7:30 a.m. to 12:45 p.m.  
(includes one 15 minute unpaid rest period)

Afternoon Shift

Monday to Thursday: 3:30 p.m. to 11:30 p.m.  
(includes two 10 minute paid rest periods and one 30 minute unpaid meal period)

Friday: 12:45 p.m. to 6:00 p.m.  
(includes one 15 minute unpaid rest period)

(c) The hours of work for the Four Days of Work per Week Schedule will be as follows, unless modified by mutual agreement of the parties:

Day Shift

7:00 a.m. to 4:15 p.m.  
(includes two 10 minute paid rest periods and one 30 minute unpaid meal period)

Night Shift

3:15 p.m. to 12:30 a.m.  
(includes two 10 minute paid rest periods and one 30 minute unpaid meal period)

It is understood that the supervisor will stipulate the number of employees that can be off on each day of the week and, when the Legislative Assembly is in session, the minimum number of employees to be on the Night Shift.

It is also understood that in the case of the Composing, Electronic Publishing and Preparatory Departments should they elect to be on the Four Days of Work per Week Schedule, with the exception of the supervisor, each employee will elect, by October 1 and February 1, whether they wish to participate in this alternate work schedule. Those who indicate a wish to participate may revert back to the seven-hour, five-day work week upon giving one working week notice to the supervisor.

Employees who elect to revert to the normal shift will not be able to move back onto the four-day schedule for the remainder of the four-month period.

The Queen's Printer may, notwithstanding the seniority list, stipulate that, for operational reasons, named employees not be scheduled to be off work on the same day of the week.

The supervisor may ask employees to change their scheduled day off within the same week or to the following week if there are operational needs. Such employees will endeavour to accommodate, if possible. An employee who agrees, and has a day off the following week, will be given choice of day off with no possibility of refusal.

The supervisor of a department using the Four Days of Work per Week Schedule will not be on the Four Days of Work per Week Schedule.  
The assistant supervisor will not be on the Four Days of Work per Week Schedule while the supervisor is on vacation.

(Note: The one hour cross-over between Day Shift and Night Shift is not intended to be an overlap for exchange of information purposes.)

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

**7.02** (a) There shall be a regular uniform luncheon period of one-half (1/2) hour to be completed within not more than five (5) hours after the regularly posted starting time.

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

(b) All employees shall have two (2) ten (10) minute rest periods in each "shift." One (1) rest period to be granted midway between the start of the shift and the stopping time for lunch and the second rest period midway between the starting time after lunch and the end of the regular shift. Rest periods shall be taken without loss of pay and/or shall not extend the length of the shift.

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

**7.04** Whenever possible employees shall be given twenty-four (24) hours prior notice of change of shift. No members shall be required to change their regular starting time more than once in a regular work week.

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

**7.05** The starting time for day shifts shall be between the hours of 7:00 a.m. and 8:30 a.m.

It is understood that the starting time shall be uniform for all members of a department except in instances where the Employer and the department supervisor determine that a shift overlap is required. In such instances, the starting time for the employee(s) required to overlap may be adjusted by up to fifteen (15) minutes. For the purpose of this section the following shall be considered as departments for the purpose of this section:

Litho Preparatory Department;  
Litho Press Department;  
Composition Department;  
Electronic Publishing Department;  
Bindery Department.

During the sitting of the Legislature the Preparatory Department graveyard shift will have a starting time of 10:00 p.m. In such instances the overtime provisions of Article 10 will not apply to the two (2) hours worked between 10:00 p.m. and midnight on a Sunday, a holiday or the day celebrated as the holiday pursuant to Article 11.02.

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

- 8.01** Any employee reporting for work shall be granted a full day's pay except in the event of the employee's own lateness in reporting for work or voluntary leaving before the end of a shift — this to include Saturdays, Sundays and holidays.
- 8.02** An employee injured while working on the job and requiring medical attention and therefore unable to finish their day's work shall be paid for the full day.
- 8.03** An employee called back to work shall be paid for a minimum of three (3) hours at two (2) times their hourly wage. Call back for the purpose of this clause shall be defined as a call to work after the employee has completed their shift and left the plant.
- 8.04** It is agreed that when overtime that has been scheduled for a Saturday, Sunday or a holiday is cancelled after the employees so scheduled have left the plant, the Employer shall pay the employees so involved an amount equal to three (3) hours wages at one and one-half (1<sup>1/2</sup>) times their regular pay.

## **ARTICLE 9 — EMPLOYMENT CONTINUITY**

- 9.01** Whenever slack periods occur in the shop or any of its departments the Employer agrees to discuss with the appropriate Local within the “Council” all problems of employment and hours of work that would disturb the continuity of employment for regular employees.
- 9.02** No employee may be disciplined or discharged except for just cause. Before the discipline or discharge of a shop steward or an officer of the Local, the Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer and to call in the International for the 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.
- 9.03** (a) In the event of a reduction in the number of staff in a department, those with the least continuous service with the Employer within a department shall be the first to be laid off. For purposes of this Article, there shall be three (3) departments as follows:
1. Composition Department/Electronic Publishing Department
  2. Offset Department including Preparation, Press and Copy Centre
  3. Bindery Department.
- Employees retained will have the necessary skill and ability to perform the work which is required to be done after a reasonable period of time to familiarize themselves with new duties. This period shall be mutually agreed to by the Employer and the Union.
- In the event of a subsequent increase in the number of staff, the Employer will notify the Union in accordance with Article 3.
- This shall not interfere with the Employer’s right to discharge for just cause.
- (b) Any employee who has been regularly employed for a period of six (6) months or more but less than three (3) years and who is to be laid off for any reason whatsoever, except just cause, shall be given twenty (20) working days notice or twenty (20) days pay in lieu thereof.

Any employee who has been regularly employed for a period of more than three years and who is to be laid off for any reason whatsoever, except just cause, shall be given six weeks notice or six weeks pay in lieu thereof. An employee must give two (2) weeks' notice of termination and when an employee does so, shall be retained in employment for said two (2) weeks' notice or be awarded two (2) weeks' pay in lieu thereof.

(c) Regular employees who have less than three (3) years' service and who are laid off for any reason whatsoever shall receive in addition to all other amounts of remuneration due them, severance pay in the amount of two (2) weeks' current rate of pay for each year of continuous employment or major part thereof. Employees with less than six (6) months' service shall have no entitlement to severance pay.

(d) It is further agreed that employees who have more than three (3) years' continuous service and who are laid off for any reason whatsoever shall receive in addition to all other amounts of remuneration due them, severance pay as follows:

For each year of completed employment or major part thereof, three (3) weeks current salary. The employee will not receive an amount greater than twelve (12) months current salary. If the employee's severance pay entitlement is the result of voluntary resignation pursuant to clause 9.07, the maximum amount will be twelve (12) months current salary.

NOTE: It is understood that although the previous 26 week maximum is being amended to 12 months, the Employer may still elect to implement a pre-layoff canvass with a maximum of less than 12 months.

(e) It is understood and agreed that (c) and (d) above will not both apply. Employees who receive severance pay shall be deemed to have resigned.

(f) Employees terminated for cause shall have no entitlement to severance pay. This shall not restrict an arbitrator's authority under Section 98 of the appropriate Provincial Labour Legislation.

- 9.04** A regular employee who is age 55 years or older and has completed ten (10) years of pensionable service as of the effective date of lay off, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age. An employee choosing this option must do so within twenty (20) working days of receipt of lay off notice.
- 9.05** A regular employee who resigns their position or is laid off and within sixty (60) days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their superannuation contributions or elected to receive severance pay.
- 9.06** Notwithstanding 9.03 (b) a regular employee who is to be laid off for a period of less than twenty (20) work days shall be given six (6) days notice, granted a leave of absence without pay for the term of the lay off and shall retain all provisions and rights in relation to seniority and other fringe benefits.
- 9.07** *Pre-layoff Canvass*
- (a) Prior to the layoff of (a) regular employee(s), the Employer may canvass any employee or groups of employees within the Plant to invite:
    - (i) placement into a vacant position within the Plant;
    - (ii) resignation with severance as provided for in Article 9.03(c) or 9.03(d) whichever is appropriate given years of service; or
    - (iii) where eligible, early retirement as outlined in Article 9.04.
  - (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

- (c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration

## **ARTICLE 10 — OVERTIME**

- 10.01** The employees agree to work such overtime as may be reasonably necessary to meet production requirements, subject to any restrictions placed on overtime in other sections of this Agreement and/or Appendices provided that if any employee gives legitimate reason for not being able to work overtime, the Employer will not require such person to do so.
- 10.02** (a) For all hours worked in excess of the regular work day, Monday to Friday inclusive, an employee shall receive two (2) times their hourly wage rate.
  - (b) For all hours worked on a Saturday or Sunday, an employee shall receive two (2) times their hourly wage rate.
- 10.03** For each hour worked on a holiday (under Article 11) an employee shall receive three (3) times their hourly wage rate.
- 10.04** Twenty-four (24) hours notice of overtime work shall be given to employees except in the case of equipment breakdown or other emergencies during the course of the day.
- 10.05** (a) Overtime shall be compensated either in cash or time off, or a combination of both, at the employee's option.
  - (b) If an employee elects to bank overtime, it must be requested on the appropriate form at the end of each pay period. If such form is not received by the end of the applicable pay period, the overtime shall be paid in cash.
  - (c) Banked time off shall be scheduled by mutual agreement between the employee and the supervisor.
  - (d) Accumulated banked time remaining as of December 31 shall be paid out by the following pay period; however, an employee may elect to carry over banked time from one calendar year to the next. Such carry over of banked time shall not exceed 35 hours at any one time. An employee's election to carry over banked time must be made in writing by November 30 of the same year.

## ARTICLE 11 — HOLIDAYS

**11.01** Employees shall be granted a holiday from work with pay, at the hourly rate received by the employee during the majority of the week in which the holiday is celebrated, for all days named herein and all others named under the *Employment Standards Act* of British Columbia or declared by the Provincial, Federal or Municipal Government for the locality in which an employee is working. Where there is no majority, pay shall be based on the average hourly rate received by the employee during the week in which the holiday occurs. For purposes of this calculation “hourly rate received” will not include days on vacation or the applicable holiday(s). Where an employee is on vacation for all other days of the week in which the holiday(s) occurs, the calculation will be based on the first previous week in which at least one day was worked.

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

- 11.02** (a) Holidays that fall on a Sunday shall be celebrated on the following Monday.
- (b) Holidays that fall on Saturday shall be celebrated on the preceding Friday or on the following Monday.
- (c) Holidays that fall consecutively on a Friday or Saturday, the Saturday holiday shall be celebrated on the following Monday.
- (d) Holidays that fall consecutively on Sunday and Monday, that Sunday holiday shall be celebrated on the preceding Friday or the following Tuesday.

In respect to (b) and (d) of this Section 11.02 wherein there is an option provided, the employees shall be given ten (10) working days notice of the day on which the holiday is to be celebrated. Such notice shall be placed on the bulletin boards or time clock.

All departments for which the "Council" is certified must observe the holidays referred to in Section 11.01 on the same day.

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

- 11.03** If a paid holiday occurs during an employee's vacation, the employee shall be given an extra day of vacation at straight time.
- 11.04** The employee must be four (4) weeks on the payroll over a holiday period and must work the last straight time day preceding the holiday and the first straight time day following the holiday unless excused by the Employer or in the case of sickness, accident or other reasons beyond an employee's control which shall include without restriction lay-offs of two (2) weeks or less during the period in which a holiday occurs. Any employee who is on the payroll prior to the holiday and is laid off within the week prior to the holiday and whose time of employment to the date of lay-off would otherwise have qualified the employee shall be paid for the holiday. Definition of the terminology "over a holiday period" shall be any combination of twenty (20) days worked in a four (4) week period within which the holiday falls. This could mean one (1) day worked before the holiday and nineteen (19) days worked after; or nineteen (19) days worked before the holiday and one (1) day worked after. The employee shall qualify for the holiday pay after the completion of the aforementioned twenty (20) days.

## **ARTICLE 12 — VACATIONS**

- 12.01** Employees who have completed one (1) year or more as a member of the appropriate Local within the Council or has completed one (1) year of employment with the Queen's Printer, whichever occurs first, shall receive four (4) weeks of vacation with pay in the amount stipulated in 12.05 of this Article.
- 12.02** Employees who have completed ten (10) years or more as a member of the appropriate Local within the Council or has completed ten (10) years of employment with the

Queen's Printer, whichever occurs first, shall receive five (5) weeks of vacation with pay in the amount stipulated in 12.05 of this Article.

- 12.03** Employees who have completed twenty (20) years or more as a member of the appropriate Local within the Council or has completed twenty (20) years of employment with the Queen's Printer, whichever occurs first, shall receive six (6) weeks of vacation with pay in the amount stipulated in 12.05 of this Article.
- 12.04** Established membership in the appropriate Union, Locals 525G, 2000, 25 and/or their predecessor locals within the "Council" whether broken or not is the method of measuring membership time for vacation purposes. However, it is agreed that for those members who are employed after October 31, 1977, the time a member is not employed in the industry will not be included as Union time.
- 12.05** Vacation pay shall be computed on the basis of one-half of one percent (.5%) of previous year's T4 slip gross earnings (from the Queen's Printer) for each day of vacation or one shift's current rate of pay for each day of vacation whichever is greater.
- 12.06** Employees when terminating their employment with the Employer for any reasons shall receive in addition to all other amounts due them, accumulated vacation pay. The amount of vacation pay shall be determined by applying the vacation pay specified in the appropriate Appendix in conjunction with said persons vacation entitlement as shown in sections 12.01, 12.02, 12.03, 12.04, and 12.05 above.
- 12.07** (a) Vacations as far as possible will be scheduled at times most desirable to the employee. The time of year that each employee shall take their vacation, however, shall be arranged by the supervisor after consultations with the shop steward provided that at least two (2) weeks of vacation shall be of consecutive weeks during the months of June, July, August and September except where the employee has expressed a desire for this portion of their vacation outside of these months. The balance of the vacation entitlement shall be taken in periods of not less

than one (1) week at a time. Where vacation entitlement is divided into two (2), three (3) or four (4) periods the employee shall be given their vacation pay for the period of vacation to be taken immediately prior to leaving for vacation, each time.

- (b) A vacation list shall be available in each department by January 1st of each year for selection by employees of vacation times and shall be drawn up and posted not later than March 1st of each year. It is understood that employees may receive approval to take vacation days in January and February even if the vacation list has not been posted.

**12.08** If, at the request of the supervisor, an employee is required to take vacation at a time other than that chosen and as posted in the vacation list, the employee shall be granted an additional week of vacation with pay as computed for regular vacation. However, a supervisor may request and an employee may agree to rearrange vacation at a time other than that which the employee has chosen and as posted in the vacation list.

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

**12.10** Each employee shall receive their full earned vacation in the calendar year that the anniversary date is reached.

**12.11** (a) All vacations earned within the calendar year in which vacation credits are computed must be taken and cleared off by December 31 of the same calendar year. Vacation pay shall not be allowed in lieu of vacations.  
When an employee is receiving a benefit from the Short Term Illness and Injury Plan, Long Term Disability Plan or W.C.B. and vacation is unable to be taken and cleared off by December 31, of the same calendar year, the employee's vacation carry-over bank will be topped up to 70 hours (subject to the 5-day maximum carry-over per year in (b) below). The balance of outstanding vacation, if any, which is not taken and cleared by December 31 of the following year, shall be archived and credited upon termination, resignation or retirement. (NOTE: "credited"

means equivalent time off with pay at termination, resignation and/or retirement.)

- (b) Subject to operational requirements, an employee may carry over 5 days vacation leave per year; such carry-over is cumulative from year to year but will not exceed 10 days at any time. The calculation of vacation pay as outlined in Article 12.05 will be based on what would have been earned in the year in which the vacation was earned or at the current regular rate of pay, whichever is greater. The Employer's response to the request for carry-over will be provided to the employee within 20 working days of the request. The request will not be unreasonably denied. The scheduling will be in accordance with clause 12.07.

**12.12** The number of days of vacation entitlement as calculated pursuant to 12.01, 12.02, 12.03 and 12.04 above is subject to an employee receiving at least ten (10) days' pay at straight time rates each calendar month. Work weeks of less than five (5) days shall be pro-rated. Absences under STIIP are not included in the calculation of "ten (10) days' pay at straight time rates."

**12.13** Vacation and statutory holiday pay and/or credits shall be considered as earnings or days worked for the purpose of computing vacations and pay.

**12.14** War service, with the active forces of the Crown, in any war shall be considered as service with the Employer for the purpose of computing vacation entitlement.

**12.15** *Supplementary Vacations*

- (a) After completing fifteen (15) or more years of continuous service with the Employer, (including war service), an employee shall, in addition to the regular vacation to which the employee is entitled become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

Years of completed Continuous Service	Weeks of Supplementary Vacation
After fifteen (15)	One (1)
After twenty (20)	Two (2)

- (b) The supplementary vacation may be taken with the regular vacation to which the employee is entitled provided such vacation is not scheduled in any restricted vacation period, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Queen's Printer and the employee.
- (c) The supplementary vacation must be taken prior to an employee becoming eligible for their next earned period of supplementary vacation as provided in (a) above.
- (d) Vacation pay for supplemental vacation shall be based on straight time current rate of pay for the week or weeks of vacation to which an employee is entitled under this section.
- (e) For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the last continuous service date of joining the Employer, including war service.
- (f) At retirement or termination from the Employer an employee who has completed fifteen (15) or more years of service shall be entitled to that portion of supplementary vacation pay proportionate to the number of years of service completed subsequent to their last five (5) years entitlement period.

**12.16** When an employee is receiving a benefit from the Short Term Illness and Injury Plan before and continuing into a scheduled vacation period, or when an employee becomes hospitalized or confined to bed under a doctor's care during their vacation and becomes eligible for benefits under said plan, there shall be no deduction from their vacation credits, for the period of such illness providing the employee produces satisfactory medical evidence within seven days of the end of the vacation period. The period of vacation so displaced shall be taken at a mutually agreed time.

**12.17** Effective January 1, 1993, an employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act* or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final year of service. The vacation entitlement will be as shown in sections 12.01, 12.02, 12.03, 12.04 and 12.05.

### **ARTICLE 13 — NEW MACHINES AND PROCESSES**

- 13.01** (a) The Employer shall give the Council three (3) months notice when the Employer intends to introduce any new process or equipment including any electronic process or equipment which falls within the jurisdiction of the Council. For any such equipment or process which requires less than three (3) months for purchase, such notice shall be given no later than the date of the purchase order. Within ten (10) days of submitting such notice the Employer agrees to meet with the Council representatives in order to discuss the time, procedure, training, wage rate and complement necessary for the introduction of such processes or equipment. The wage rate shall become effective when the equipment is fully operational and the operator trained to an acceptable standard. The Employer agrees to provide facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any new processes or equipment thereby enabling the appropriate Local with the Council to provide sufficient competent members to meet the intent of this Agreement. This does not preclude members from voluntarily training on their own time.
- (b) Wherever possible members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided that in no event shall members who have not been afforded the opportunity to retrain be laid off out of priority order or lose their preference claim during the life of the Agreement.
- (c) At regular intervals a joint committee of equal Employer and Union representatives will assess the progress of the trainee and the desirability of completing the training. If progress has not been satisfactory, as assessed by the committee, no further training will be given on the class of work which has been assessed.

### **ARTICLE 14 — TECHNOLOGICAL DEVELOPMENTS**

- 14.01** The parties recognize that technological developments, if they are to further the continued growth of the graphic arts industry, place a responsibility upon the Employer to explore and

promote new markets, and require the co-operation of the Employer and the Union in the development of new skills.

- 14.02** In order to ensure the orderly and most advantageous introduction of new types of equipment and new processes, the parties agree to meet upon request of either party to consider and develop programs for the retraining or rehabilitation of employees in new skills required.
- 14.03** The Employer has the right to introduce technological change. Employees who were on staff as of October 13, 1978 will be the last to be laid off as a result of technological change. Any such lay-off shall be subject to the provisions of Article 9.03 (a).

### **ARTICLE 15 — PIECE WORK AND BONUS SYSTEM**

It is further agreed by the Employer that no piece work or bonus system shall be inaugurated in any of the departments over which the Council has jurisdiction, and no employee shall be put on salary to the exclusion of overtime. (Supervisors may stay ten (10) minutes beyond the normal shift end, if necessary, to give instructions to an oncoming shift).

### **ARTICLE 16 — UNION LABEL**

The Union label(s) is the exclusive property of the Local (within the "Council") that the label represents-and its use is authorized only by the express direct written consent of the individual appropriate Local.

### **ARTICLE 17 — TRADE SHOP**

- 17.01** It is agreed that any work normally produced within the plant of the Employer that is necessary to be sent to a "Trade Shop" must be sent to a Union Trade Shop and handled only by members of the Locals comprising the "Council" if such Trade Shop is available.
- 17.02** Upon request of a shop steward the Employer shall advise the steward of the source of any work brought into the shop from a trade shop and the Union reserves to itself and its members the right to refuse to execute work received from a trade shop unless it bears the Union label of one of the appropriate Locals of the "Council."

## **ARTICLE 18 — STRUCK AND/OR DISPUTED WORK**

It is hereby stipulated that the Council reserves to its members the right to refuse to execute work received from or destined for an employer that has been declared by the Council as unfair. It is further stipulated that the Council and its members reserve the right to refuse to handle any product or material received from or destined for an employer who is involved in a dispute or controversy.

This right does not cover work originating in the Legislative Assembly or work originating from members of the Executive Council which is of an urgent or sensitive nature, necessary for the operation of Government.

## **ARTICLE 19 — PICKET LINES**

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

## **ARTICLE 20 — INDIVIDUAL RIGHT OF EMPLOYEE**

- 20.01** The Employer agrees that it will not discharge, discipline or discriminate against any employee for any lawful Union activity or for serving on a Union Committee or for reporting the violation of any provision of this Agreement or for refusing to handle any work of the type described in the Struck and/or Disputed Work clause.
- 20.02** The Employer agrees to grant leave of absence without pay and without prejudice to a maximum of three (3) weeks in each two (2) year period, to the employee who has been elected to represent the Union at a convention, a conference or seminar of the Union to which the employee belongs subject to the following:
- (a) That in respect to a convention, the Union shall give the Employer at least thirty (30) days notice and in the case of a conference or seminar, fourteen (14) calendar days notice of the name of the employee for whom the leave of absence will be required.

- (b) That the Union shall make every effort to provide a qualified substitute.

**20.03** The Employer agrees that adequate time off, without pay, shall be allowed to the chosen employee representatives for contract negotiations. Vacation entitlement and vacation pay shall continue to accrue.

To facilitate a regular income for the employee, the Employer will pay the employee their regular straight time wage and the employee shall turn over to the Employer their 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 superannuation, pension, health and welfare.

**20.04** The Employer agrees that members shall not be discharged during periods of absence because of illness, injury or vacation and that upon return from such absence the member shall be re-employed in their former job unless the parties to the Agreement determine that the member is unable to perform their former duties. It is further agreed that in the event that someone is employed to perform the duties of the member who is absent for the reasons contained in this paragraph such person shall be advised that they are being employed to fill such position only until the regular employee returns.

**20.05** *Maternity, Parental, Adoption Leave*

- (1) (a) An employee is entitled to maternity leave of up to fifteen (15) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 20.05 (3) shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

(2) *Parental Leave*

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 20.05 (1) or 20.05 (3);
  - (ii) In the case of the other parent, immediately following the birth or placement of the adoptive child;
  - (iii) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52 week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld. Such leave request must be supported by appropriate documentation.

(3) *Maternity/Parental Leave During the Benefit Waiting Period*

Where an employee is entitled to and takes leave pursuant to 20.05 (1) and/or 20.05 (2) and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to

20.05 (1) and 20.05 (2) as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

(4) *Benefit Waiting Period Allowance*

An employee who qualifies for and takes leave pursuant to Article 20.05 (3), shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

(5) *Maternity Leave Allowance*

- (a) An employee who qualifies for maternity leave pursuant to Article 20.05 (1), shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of fifteen (15) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85 percent (85%) of the employee's basic pay.

(6) *Parental Leave Allowance*

- (a) An employee who qualifies for parental leave pursuant to Article 20.05 (2), shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 20.05 (2) (b), the parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75 percent (75%) of the employee's basic pay.

(7) *Pre-Placement Adoption Leave*

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (i) attending mandatory pre-placement visits with the prospective adoptive child;
- (ii) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

(8) *Benefits Continuation*

- (a) For leaves taken pursuant to Articles 20.05 (1), 20.05 (2), 20.05 (3) and 20.05 (7) the Employer

shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 20.05 (9) or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken in (a) above whichever is longer after their return to work, the Employer will recover monies paid pursuant to this clause on a pro-rata basis.

(9) *Deemed Resignation*

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.05 (1), 20.05 (2), 20.05 (3) or 20.05 (7) commenced unless they have advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave or if the employee does not return to work after having given such advice.

(10) *Entitlements Upon Return to Work*

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position.
- (c) Vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 20.05 (1), and its waiting period providing:
  - (i) the employee returns to work for a period of not less than six months, and
  - (ii) the employee has not received parental allowance pursuant to 20.05 (6) and

- (iii) the employee was employed prior to the date of ratification of the 2001 Labour Agreement.

Vacation earned pursuant to this clause may be carried over to the following year.

- (d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

(11) *Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment*

To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Article 20.05 (4), (5), (6) and (7), an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after they return to work.

Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental benefits waiting period and/or pre-adoption leave allowance received under Articles 20.05 (4), (5), (6), and (7) above on a pro-rata basis.

(12) *Benefits Upon Layoff*

Regular employees who have completed three months of service and are receiving an allowance pursuant to Articles 20.05 (4), (5) and/or (6) shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

**20.06** *Video Display Terminals*

- (a) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
- (b) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the offices or work areas of employees covered by this Agreement, she shall be reassigned to such work and paid at her regular rate of pay. (This Clause is not meant to preclude an employee from being considered for higher-rated work which might arise in the normal course of business).
- (c) Where work reassignment as per (b) above is not available the employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

**20.07** *Training-Related Expenses*

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

**20.08** *General Leave*

- (a) Leave of absence without pay for emergency or exceptional personal reasons shall not be unreasonably denied.
- (b) An employee will be entitled to up to a maximum of three days paid leave per year to provide for the needs of an ill dependent child. This provision shall only apply when no one at the employee's home other than the employee is available to care for the child.  
In the case of serious illness or hospitalization of an elderly parent, when no one other than the employee can

provide for the needs of the parent, an employee shall be entitled to one day paid leave per year. This may be used in one-half shift increments.

Where the one (1) day leave entitlement to provide for the needs of a parent is not utilized in any year, it may be used to increase the leave to provide for the needs of an ill dependent child from 3 days to 4 days in that year. Prior to commencing such leave, an employee shall notify their supervisor, unless unable to do so because of an emergency, in which case the employee shall notify their supervisor as soon as possible.

- (c) Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.
- (d) An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in service with the Employer or eligibility for benefits under Article 28.

*Note: It is understood that where an employee is on compassionate care leave and such leave ends due to death of a family member for which bereavement leave is provided under Article 31, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI Payments. There shall be no pyramiding of EI payments and bereavement leave with pay.*

**20.09 Right to Have Shop Steward Present**

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

**20.10 Personnel File**

- (a) An employee shall be given a copy of written censures, letters of reprimand, adverse reports or employee appraisals which are placed on their personnel file. The Employer agrees not to introduce as evidence in any hearing any such document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- (b) All written censures, letters of reprimand and adverse reports shall be removed from the employee's personnel file and destroyed eighteen months from the date of issue of the document. The forgoing provision applies provided that no further disciplinary action has occurred within the above referenced time period.
- (c) An employee shall be entitled to review their personnel file, in the office in which the file is normally kept, and may elect to have a Union representative in attendance. The employee shall give the Employer adequate notice prior to having access to their file.

**ARTICLE 21 — UNION ACCESS TO PLANT**

The business representative or other duly authorized Union representative shall be permitted to visit the plant during operating hours for the purposes consistent with this Agreement, provided the representative first notifies management before entering plant. The time of the visit shall be mutually agreed by the parties hereto.

**ARTICLE 22 — BULLETIN BOARD**

It is agreed that there shall be at least one bulletin board in each department which will be available to the Union(s) for posting of notices and other items of interest to the members.

### **ARTICLE 23 — NAMING SHOP STEWARDS**

The Union agrees to advise the Employer by letter of the name or names of the shop stewards and of any change of shop stewards immediately.

### **ARTICLE 24 — JURY DUTY**

The Employer will pay an employee who is required for service as a juror or to appear in any other court or tribunal, for each day of service, the difference between their regular straight time hourly rate for the number of hours they missed from a regular shift, and payment or remuneration they have received for such service. The employee may be required to present proof of such service and the amount of remuneration received. (The foregoing does not apply for self initiated action.)

When an employee is excused from jury duty for one-half ( $1/2$ ) day or more they must return to the plant and complete their regular shift if it is available to them.

When an employee is working a night shift during the period that they are serving on jury duty they shall be excused from the total shift for any day on which they have been required to appear for jury selection or duty.

To facilitate a regular income for the employee, the Employer will pay the employee their regular straight time wage and the employee shall turn over to the Employer their earnings from the jury duty as soon as received.

### **ARTICLE 25 — INDUSTRIAL ACCIDENT**

Refer to Appendix "C", Short Term Illness and Injury Plan, Section 1.01 (d).

### **ARTICLE 26 — OCCUPATIONAL FIRST AID REQUIREMENTS AND COURSES**

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold.

Level 3

\$52 bi-weekly effective 1st pp after date of signing  
\$53 bi-weekly effective June 24, 2007  
\$54 bi-weekly effective June 22, 2008  
\$55 bi-weekly effective June 21, 2009

Level 2

\$40 bi-weekly effective 1st pp after date of signing  
\$41 bi-weekly effective June 24, 2007  
\$42 bi-weekly effective June 22, 2008  
\$43 bi-weekly effective June 21, 2009

The allowance shall be pro-rated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of ten (10) work days in any month, the employee shall receive the full monthly allowance.

## **ARTICLE 27 — SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY**

### **27.01** *Short Term Illness and Injury and Long Term Disability*

Employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with the appended regulations which may be revised from time to time during the period of this Agreement, subject to the appended Letter of Understanding and included as Appendix C to this Agreement.

### **27.02** *Use of Banked Sick Leave*

Employees who have accumulated sick leave credit under the old sick leave plan shall have their accumulated sick leave credits frozen as of December 31, 1978 but will supplement their 75% of pay benefit under the new plan by using 25% of a day's accumulation under the old sick leave plan for each day of absence under the new plan.

### **27.03** *Pre-retirement Leave*

An employee scheduled to retire and to receive a superannuation allowance under the *Public Service Superannuation Act*, or who has reached the mandatory retiring age, shall at the employee's option be entitled to:

- (a) a special paid leave for a period equivalent to fifty percent (50%) of their accumulated sick leave credits, to be taken immediately prior to retirement, or
- (b) A special cash payment of an amount equivalent to the cash value of fifty percent (50%) of their accumulated sick leave credits, to be paid immediately prior to retirement and based upon their current rate of pay.

## **ARTICLE 28 — HEALTH AND WELFARE**

### **28.01** *Basic Medical Insurance*

All employees, whether full-time or part-time, shall be covered (unless they choose otherwise) by the Public Service Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in

accordance with the existing policy of the plan. The Employer shall pay one hundred percent (100%) of the regular premium.

**28.02** *Extended Health Care Plan*

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

This shall include:

- (1) a reimbursement for corrective lenses up to \$200.00, payable once every 24 months per eligible adult and once every 12 months per eligible child; [increase maximum to \$225 (may be used for laser eye surgery) effective January 1, 2008 and to \$250 effective January 1, 2009].
- (2) a lifetime maximum reimbursement under this plan of \$100,000; and
- (3) a hearing aid reimbursement of up to \$700.00 per ear payable per eligible person every 48 months.
- (4) A reimbursement for acupuncture to a maximum claimable of \$150.00 per individual per year and \$400.00 per family per year. (Effective January 1, 2007 increase to \$200 per individual to a maximum of \$500 per family per year.)
- (5) The maximum annual claimable amount for registered clinical psychologists is \$500.00 per family per year.
- (6) Reimbursement of the costs of the employee's and dependent's eye exams to a maximum of \$75 paid once every two years.

("Payable" means that the capped amount is reimbursable in full and the Plan deductible amounts and co-insurance percentages do not apply.)

**28.03** *Dental Plan*

The Employer shall pay the monthly premium for employees entitled to coverage under a plan which provides:

- (a) Part A, 100 percent coverage
- (b) Part B, 65 percent coverage
- (c) Part C, 55 percent coverage.

The lifetime maximum for orthodontic services under Part C is \$3,500 per eligible person.

NOTE: Eligibility for both the Extended Health and Dental Plan for minor dependent children will end upon reaching age 19 unless the dependent is in full time attendance at a post secondary institution.

**28.04** *Group Life*

- (a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary with a minimum of \$80,000. The Employer shall pay one hundred percent (100%) of the premium on the base minimum and the employee shall pay the premium for any insurance over the base minimum. The premium rate per \$1,000 of coverage will not be more than twenty-six cents (\$.26).
- (b) As a condition of employment, employees shall enroll in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The group life plan shall include the following provisions for accidental dismemberment:
  - (1) loss of both hands or feet ..... the principal sum
  - (2) loss of sight of both eyes ..... the principal sum
  - (3) loss of one hand and one foot ... the principal sum
  - (4) loss of one hand or one foot  
and sight of one eye ..... the principal sum
  - (5) loss of one hand or  
one foot ..... one-half the principle sum
  - (6) loss of sight of  
one eye ..... one-half the principle sum
- (d) The Employer and the Unions agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix (Prepayment of Group Life Benefits).

**28.05** *Health and Welfare Plans*

- (a) A copy of the Master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the Locals within the "Council."

- (b) When pamphlets explaining the plans are developed a copy of each will be distributed to each employee and the cost shall be borne by the Employer.

NOTE: Health and Welfare Benefits coverage will cease on the day that an employee's employment is terminated.

### **ARTICLE 29 — PENSION**

- 29** It is understood and agreed that all present and future employees, who are members of the Locals comprising the "Council" shall be eligible for and shall participate in the "B.C. Government Pension Plan," according to the conditions of the *Pension (Public Service) Act*.

### **ARTICLE 30 — RETIREMENT BENEFIT**

- 30** It is agreed that there shall be a retirement benefit of one (1) month's pay for those with twenty (20) years employment, and one-fifth ( $1/5$ ) of one (1) month's pay for each additional year of employment to a maximum of thirty (30) years, in addition to all other amounts due them. These amounts can be used for paid leave immediately preceding an employee's date of retirement.

### **ARTICLE 31 — BEREAVEMENT LEAVE AND PAY**

- 31** In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, commencing on any day from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandchild, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## **ARTICLE 32 — OCCUPATIONAL HEALTH AND SAFETY**

- 32.01** (a) Safety: The Employer will make all reasonable provision for the safety and health of its employees during working hours. The Union agrees that it will co-operate in the enforcement of safety rules and other Employer regulations. In accordance with the regulations made pursuant to the provisions of the *Workers Compensation Act* (B.C.) there shall be a Union-Employer Safety Committee set up in each shop. This Committee shall be responsible for the observance of safety conditions within the shop.
- (b) Employees who are representatives of the Committee shall not incur any loss of pay for the time spent attending a Committee meeting.
- (c) Whenever accident risk machinery is being operated at least two (2) people shall be present within sight or hearing of each other so that in the case of an accident, adequate rescue and first aid measures can be provided.
- 32.02** The plant shall be kept in a clean, well ventilated and sanitary condition at all times. Such facilities shall be furnished by the Employer as will tend to the observance of this provision, and the employees shall co-operate with the Employer in this regard. Illumination of the plant shall be in accordance with the *Factory Act* and Regulations thereto.
- 32.03** All safety clothes or accessories that employees are required to have or wear by decision of the Safety Committee, the Workers' Compensation Board or the Employer shall be provided by the Employer.

Regular employees who are required by the Workers' Compensation Board or by mutual agreement of the Employer and Council representatives through the Safety Committee to wear safety-toed footwear shall be entitled to be reimbursed up to \$61.00, once per calendar year, upon production of a receipt.

Effective July 1, 2007: \$62.50

Effective July 1, 2008: \$64.00

Effective July 1, 2009: \$65.50

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

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

**32.06** The members appointed by each of the appropriate Locals from the Safety Committee shall accompany W.C.B. officer(s) on plant inspections and investigations.

**32.07** *Video Display Terminals*

- (a) The Employer shall ensure that new video display terminal equipment shall:
  - (i) have adjustable keyboards and screens;
  - (ii) meet radiation emission standards established by the Occupational Environment Branch of the Ministry of Labour.
- (b) When a majority of an employee's daily work time requires monitoring a video display terminal, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment, and after six (6)

months a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

### **ARTICLE 33 — SEPARABILITY**

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

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

This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except in writing subscribed to by the parties.

### **ARTICLE 35 — STANDING COMMITTEES**

- 35.01** (a) It is agreed that within thirty (30) days of the signing of this Agreement, a Standing Committee of two (2) representatives appointed by the Employer and four (4) representatives appointed by the Council shall be established and maintained and should a vacancy occur through absence or refusal to act by any of such committee members, others shall be appointed in their place. This Committee shall be responsible for dealing with the second step in the grievance procedure and/or any other matters arising out of the terms of the Master Agreement. It is understood that for the purposes of this section the two (2) Employer representatives on the Standing Committee shall have two (2) votes each on matters requiring such action.
- (b) It is further agreed that within thirty (30) days of the signing of this Agreement, a Standing Committee of two

(2) representatives appointed by the Employer and two (2) representatives appointed by each individual Local within the Council shall be established for dealing with the second step in the grievance procedure and/or any other matters arising out of the terms of the appendix relating to the specific individual Union for whom the Committee is acting.

### **ARTICLE 36 — GRIEVANCE AND ARBITRATION**

In order to expedite and settle any difference that may arise in respect to the interpretation of this Agreement or within a department covered by this Agreement, this to include discharge or termination of employment, the procedure shall be segregated into steps as follows:

**36.01** (a) Step One:

The shop steward and the supervisor shall immediately upon the request of either of them attempt to resolve the problem. Should they be able to resolve the issue their decision shall be reported immediately to the Union and the Employer for ratification. If a problem is not resolved the Shop Steward and the Superintendent may, upon the request of either the employee or the supervisor, attempt to resolve the problem. Should they be able to resolve the issue their decision shall be reported immediately to the Union and the Employer for ratification. Should they, however, fail to resolve the issue within seven (7) days, either party may refer the dispute to the Standing Committee.

(b) Step Two:

The Joint Standing Committee shall meet within five (5) days to consider the dispute referred to it by the party or parties. Should a decision be reached by majority vote of the Committee it shall be immediately reported to the Union and the Employer and shall be binding on the parties for the duration of this Agreement. Should they be unable to reach a majority decision of the dispute within ten (10) days of the date on which they (the Committee) received the dispute, they shall forthwith report such fact to the parties, either of which may refer the matter to arbitration.

(c) Step Three:

Arbitration shall be conducted by a single arbiter who shall be chosen by mutual agreement of the parties or failing mutual agreement on the selection, by appointment by the Minister of Labour of the Province of British Columbia. The arbiter shall conduct the hearing within twenty (20) days from the date on which either party requested the arbitration and shall render their decision within thirty (30) days of the completion of the hearing.

- 36.02** The arbiter's decision shall be final and binding but in no event shall the arbiter have the power to alter or amend this Agreement. Local Union By-laws and National Constitutions of the Locals comprising the Council shall not be subject to arbitration.
- 36.03** The Standing Committee and/or the arbiter shall have the power in allowing a grievance to rectify the matter complained of including reinstatement in employment in cases of discharge and the awarding of lost pay, if any.
- 36.04** It is further agreed that conditions prevailing prior to any action or circumstances which causes a dispute shall remain unchanged until the dispute shall have been settled as provided herein.
- 36.05** The time limits within this grievance procedure may be altered by mutual consent of the parties in writing.

### **ARTICLE 37 — MANAGEMENT RIGHTS**

- 37** The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

### **ARTICLE 38 — TRAINING PROGRAMS**

- 38** The parties agree to meet to develop on-the-job training programs, establish rates of pay and periods of progression, in order to meet operational requirements.

Such programs shall be developed only by mutual agreement of the parties and shall be implemented as agreed to.

## **ARTICLE 39 — DURATION OF AGREEMENT**

### **39.01** *Effective Date*

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing.

### **39.02** *Duration*

The parties agree that this Agreement will be binding and remain in effect until midnight June 30, 2010.

### **39.03** *Notice to Bargain*

Written notice to bargain may be given by either party to the other party within the four (4) month period prior to the expiration date of this Agreement.

### **39.04** *Agreement to Continue in Force*

If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in force up to the time a subsequent agreement is reached or until a strike or lockout occurs and while this Agreement remains in effect and during such period the Employer will not sign any contract or make any written agreement with any other Union(s) or entity(s) relating to or assignment of any production work and specifically to any work covered by this Agreement and the attached appendices.

### **39.05** *Exclusion of Section 50 (2) and (3)*

The parties agree to exclude the operation of subsections (2) and (3) of section 50 of the appropriate Provincial Labour Legislation.

**APPENDIX “A”**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**LOCAL 525G**

**JURISDICTION**

All employees of the “Queen’s Printer,” including supervisors, employed to perform and/or supervise all functions of the Lithographing, Photoengraving and/or Bindery processes shall be members of Local 525G, irrespective of their place of work. It is understood and agreed that all present practices and those that are an evolution of such practices shall continue to be the jurisdiction of the members of the Union.

Without limiting the generality of the foregoing, the jurisdiction of the Union shall include the operation of all equipment, and work functions required to fulfill the job descriptions set out in the following. Four (4) colour process art, design art, commercial art (including art layout, art ruling, paste-up and operation of art lettering machines). Scanner operation (colour separation), dot etching (colour correcting), colour camera operation, line and halftone camera operation (including reduction and/or enlargement of all illustrations, type, art work, colour transparencies); development of all film, sensitized paper, making brownlines, blueprints, veloxes, prints, etc.), operation of film processor.

Stripping and assembly of all negatives, positives or other products of the camera to include masking, opaquing, spotting, paste-up, making brownlines, contacting negatives to positives or vice versa, blueprints and all other associated activities; Lithographic platemaking, all methods including photo-composing, vacuum frame, Itek, machine or hand development, finishing, proving of plates or film, layout, hand transferring, plate coating and all other platemaking routines; Copy typing (producing both hard copy for camera or direct to litho presensitized plates); operation of all presses and ancillary equipment and those employed as press feeders, roll tenders and press helpers on said presses.

- (a) All parts of finishing
- (b) The operation of all folding machines
- (c) The operation of all cutting machines

- (d) Each and every part of forwarding, whether by hand or machine
- (e) Folding and sewing all books and pamphlets
- (f) Feeding of folding machines and perforating machines
- (g) Operation of sewing machines and wire stitching machines
- (h) All wrapping, mailing, shipping, receiving and warehousing for all printing production purposes shall be within the jurisdiction of the Union
- (i) All other machines and/or work normally within the Bindery.

#### TRADE REGULATION #1

The Union has jurisdiction over the following classes of work, and members shall not work in shops where supervisors or Employers insist on having other than journey person #1 member of this Union, or legal apprentices thereof.

- (a) All parts of finishing
- (b) The operation of cutting machines
- (c) The operation of folding machines
- (d) Operating of glueing machines
- (e) Each and every part of forwarding, including pasting and glueing of all turned-edge work binders (printed or blank), turned-edge cases, or covers and pocket books, also all classes of forwarding.

#### TRADE REGULATION #2

The Union has jurisdiction over the following classes of work and members shall not work in shops where supervisors or Employers insist on having other than journey person #2 member of this Union, or legal apprentices thereof.

- (a) Folding and sewing of all books and pamphlets.
- (b) Feeding of folding machines, rotary perforators, and glueing machines.
- (c) Operating of sewing machines, numbering machines, wire stitching machines and all work for which journey person #2 are employed in a printing office or bindery.

- (d) Set-up and operate machines such as perforating, hand stitching, cerlox, A.B. Dick/Pitney-Bowes table-top folder providing there is a stitch in the product, jogging, semi-automatic tabbing, round cornering, collating such as Pitney-Bowes, Borg, Watkiss, G.B.S. or similar.
- (e) Operating-drilling, Vijuk, Sickinger, glueing and padding — all set-up and maintenance of this equipment shall be done by a Bookbinder I.

Notwithstanding the above, general workers may take off material from shrink wrapping machines; move materials between departments; load and take off material from cutters and drills; load cartons onto skids off stitcher trimmer; load on and off of table at pony binder; general clean up; assist Shipper or Receiver at busy times; and banding by hand. Take off may include stacking of materials, packing and sealing into cartons.

Those employed to perform semi-skilled and unskilled work incidental to the foregoing functions, shall also be included.

No persons other than journeymen or apprentices in their proper ratio, shall be employed in any department over which the Union holds certification other than the pressroom and/or Bindery. Press helpers or general workers shall not be allowed to do the work of craft workers without permission of the Union and then only if paid the proper rate for craft operation.

#### EDUCATIONAL TRAINING AND RETRAINING FUND AND PROGRAM

1. The Employer shall pay the following weekly contributions for each employee covered by this contract to Local 525G, Educational Training and Retraining Trust Fund for the purpose of providing education and training for apprentices and retraining for journeymen:

effective July 1, 1997 — \$4.00 per week per employee.

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.

2. Indentured apprentices shall be required to take the training courses in their respective branch of the trade as provided by Local 525G in accordance with the rules, regulations and requirements as established from time to time.
3. 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.
4. 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.
5. The Employer agrees 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.
6. Joint Educational Training and Retraining Committee.

There shall be a Joint Educational Training and Retraining Committee consisting of equal numbers of representatives of 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 of their jobs were affected by technological changes. If the apprentice or journeyman to be retrained feels that the Agreement has not been observed, and they have not been able to obtain satisfaction, they may appeal to the Committee for disposition. (Membership on the Committee may be varied to suit the particular type of training and classification under discussion.)

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

APPRENTICESHIP

1. Periods of apprenticeship, which shall include the probationary period are as follows:

- Artists ..... 5 years
- Copy Typists ..... 2 years
- Camera Operators..... 5 years
- Scanner Operators ..... 5 years
- Stripper and Assemblers ..... 5 years
- Platemakers ..... 5 years
- Press Operators (Litho) ..... 4 years
- Press Assistant (Feeder)(Litho)... 2 years
- Varnish Machine Operators ..... 2 years
- Bookbinder Journeyperson #1..... 4 years
- Bookbinder Journeyperson #2..... 2 years

2. (a) All apprentice applicants shall be examined at the Graphic Arts Training Institute of B.C. training facilities by the Educational Director and the Instructor in the branch of the trade in which the apprentice is to be trained prior to employment and the results of such examination shall be prime consideration in choosing the apprentice.
- (b) Apprentices shall not be required to perform any work not related to the branch of the trade to which they are indentured except as provided within this Article, or in the case of emergency and then only on production or related work. The Union shall be notified in each instance.
- (c) Pre-Press apprentices shall receive adequate training in all job functions within their branch of the trade, including both the conventional and electronic areas.

The functions to be covered in conventional Pre-Press must include stripping and assembly, camera work, platemaking and all forms of mechanical imposition. In the electronic Pre-Press area the apprentice must become proficient in using all pieces of hardware and software used by the Employer, including but not limited to scanning and image manipulation, art creation, page layout, trapping, imposition and output. Such training, whenever possible, shall be in periods of not less than one continuous week at a time, and

should be timed where possible to coincide with related training courses.

The apprentice must also be proficient in typing (i.e., touch typing and accuracy).

It is recognized that a Pre-Press apprentice might not be able to be adequately trained in a specific job function as outlined above or as required by the Joint Educational Training and Retraining Committee. In these cases the apprentice will receive the training available through the G.A.T.I. of B.C. in the Lower Vancouver Island Region, or if not available through G.A.T.I. of B.C. at another recognized local training institution. In these cases the Employer agrees to pay the full cost of tuition.

- (d) All offset press apprentices shall be drawn from journeymen feeder operators (offset) except for an apprenticeship on a sheet fed offset press under twenty (20) inches sheet size. If a suitable applicant is not available in the plant in which the apprentice is to be indentured, then one shall be chosen from among the journeymen feeder operators available through the Union.
- (e) All offset apprentice feeder operators shall be drawn from Press Helpers. If there are no Press Helpers available, apprentice feeder operators shall be drawn from general workers in the plant. If a suitable applicant is not available in the plant in which the apprentice is to be indentured, then one shall be chosen from among Press Helpers available through the Union.
- (f) Apprentices in all other branches of the trade shall be drawn from members within the plant including Press Helpers and general production workers. If a suitable applicant is not available from within the plant, then first consideration shall be given to other members, including Press Helpers and general production workers.
- (g) It is agreed that #2 Bookbinders will have the opportunity to progress to Bookbinder #1 if the individual is capable and the rate of pay will be adjusted in order that the member will not be subject to a cut in pay.

3. Apprentice minimum starting rates and progression shall be as follows:

*Five Year Apprenticeship:*

Art, Camera, Stripping and Assembling, Platemaking, and on presses under twenty (20) inches maximum where the apprentice is not a journeymen feeder:

First year starting rate 50% beginning second 6 months 55%; Beginning third 6 months 60% beginning fourth 6 months 65%; Beginning fifth 6 months 70% beginning sixth 6 months 75%; Beginning seventh 6 months 80% beginning eighth 6 months 85%; Beginning ninth 6 months 90% beginning tenth 6 months 95%; End of tenth 6 months 100% (Journeyman's rate).

*Four Year Apprenticeship:*

Litho Press Operator:

First year starting rate 83% beginning second 6 months 85%; Beginning third 6 months 87% beginning fourth 6 months 89%; Beginning fifth 6 months 91% beginning sixth 6 months 93%; Beginning seventh 6 months 95% beginning eighth 6 months 97%; End of eighth 6 months 100% (Journeyman's rate).

*Two Year Apprenticeship:*

Litho Press Assistants (Feeder), Copy Typist:

First year starting rate 76% beginning second 6 months 82%; Beginning third 6 months 88% beginning fourth 6 months 94%; End of fourth 6 months 100% (Journeyman's rate).

The Employer and the Union agree that bookbinding will be a designated trade and will enter into a contract of apprenticeship with the Apprenticeship Branch of the British Columbia Ministry of Labour.

All bookbinding apprentices shall serve a ninety (90) day probationary period.

*Four Year Apprenticeship:*

Bookbinder I:

First year starting rate 60% beginning second 6 months 65%; Beginning third 6 months 70% beginning fourth 6 months 75%; Beginning fifth 6 months 80% beginning

sixth 6 months 85%; Beginning seventh 6 months 90% beginning eighth 6 months 95%; End of eighth 6 months 100% (Journeyman #1 rate).

*Two Year Apprenticeship:*

**Bookbinder II:**

First year starting rate 65% beginning second 6 months 75%; Beginning third 6 months 85% beginning fourth 6 months 95%; End of fourth 6 months 100% (Journeyman #2 rate).

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

Should the ratios outlined in the foregoing be found not applicable, not more than one (1) apprentice shall be permitted for each five (5) journeymen in all departments excluding the Bindery Department. All new apprentices shall be required to sign a certificate of Apprenticeship with the Provincial Government Apprenticeship Board as required by law.

6. Apprenticeship Ratio:

The ratio of apprentices in the Bindery Department shall not be more than:

(a) Journeyman #1

One (1) apprentice to three (3) journeymen. Two (2) apprentices to five (5) journeymen. Three (3) apprentices to eight (8) journeymen. One (1) additional apprentice for each three (3) additional journeymen, except where three (3) journeymen #1 and only one (1) apprentice #1 are employed, one (1) additional apprentice #1 may be hired when the senior #1 enters the last year of apprenticeship.

(b) Journeyperson #2

One (1) apprentice to three (3) journeypersons. Two (2) apprentices to five (5) journeypersons. Three (3) apprentices to eight (8) journeypersons. One (1) additional apprentice for each three (3) additional journeypersons, except where three (3) journeypersons #2 and only one (1) apprentice are employed, an additional apprentice may be hired when the senior apprentice enters the last six months of apprenticeship.

All apprentices (journeypersons #1 and #2) presently employed will be covered by this contract regarding terms of apprenticeship.

7. Single colour press operators not qualified on two (2) colour presses when moved up to a two (2) colour press, shall receive ten cents (10) per hour more than the highest single colour press operator's rate. The time period to be served on the two (2) colour press shall be one (1) year. The wage difference shall then be divided into two (2) parts — the first part to be granted the end of six (6) months on the two (2) colour press and the other part upon the completion of one (1) year.
8. It is agreed that all apprentices shall be required to attend training classes at the Graphic Arts Training Institute of B.C. as a condition of their apprenticeship if such courses are available at any time during their apprenticeship.

#### PRESS COMPLEMENTS

1. The following are minimum press complements on lithographing (offset) presses. All press sizes referred to are for maximum sheet sizes capable of being fed through the press.
  - (a) All single colour presses up to and including thirty-six (36) inches.  
One Journeyman Press Operator  
In addition, presses over thirty (30) inches will require  
\*adequate floor help.
  - (b) All single colour presses over thirty-six (36) inches  
One Journeyman Press Operator  
One Journeyman Feeder

- (c) Two (2) colour presses up to and including thirty (30) inches  
One Journeyman Two (2) Colour Press Operator with  
\*adequate floor help.
- (d) Two (2) colour presses over thirty (30) inches up to and including forty (40) inches  
One Journeyman Two (2) Colour Press Operator  
One Journeyman Multi Colour Feeder
- (e) Two (2) colour presses over forty (40) inches  
One Journeyman Two (2) Colour Press Operator  
One Journeyman Multi Colour Feeder  
One Press Helper or Feeder  
In addition presses over sixty (60) inches will require  
\*adequate floor help.
- (f) Four (4) colour presses to forty (40) inches  
One Journeyman Four (4) Colour Press Operator  
One Journeyman Four (4) Colour Second Press Operator  
One Journeyman Multi Colour Feeder
- (g) Four (4) colour presses over forty (40) inches  
One Journeyman Four (4) Colour Press Operator  
One Journeyman Four (4) Colour Second Press Operator  
One Journeyman Multi Colour Feeder  
One Journeyman Feeder or Press Helper
- (h) Five (5) colour presses  
One First Press Operator  
One Second Press Operator  
One Multi Colour Feeder  
Two Press Helpers  
In addition, presses over sixty (60) inches will require  
\*adequate floor help.  
For the purposes of press complement, the press shall be considered a five (5) colour when all five (5) units are on pressure. When the press operates as a four (4) colour or less, i.e. four (4) units or less on pressure, one (1) press helper may be dropped from the crew. If the press starts the shift as a five (5) colour, the five (5) colour crew shall be maintained for the full shift. If the press starts the shift as a four (4) colour or less, the crew shall be increased to the full five (5) colour complement at the time make ready begins on the five (5) colour operation as defined above.

- (i) Rotary 8 plate four (4) unit thirty-eight (38) inches
    - One Journeyman, Head Press Operator
    - One Journeyman, Second Press Operator
    - One Journeyman, Third Press Operator
    - One Journeyman, Roll Tender (Web Feeder)
    - One Web Press HelperIn addition, one web Press Helper shall be added to the crew when two folders are in operation.
  - (j) Rotary 10 place five (5) unit forty (40) inches
    - One Journeyman, Head Press Operator
    - One Journeyman, Second Press Operator
    - One Journeyman, Third Press Operator
    - One Journeyman, Roll Tender (Web Feeder)
    - Two Web Press Helpers
- \* “Adequate floor help” means people other than the press crew to make loads, handle stock, etc., who are readily available to the press crew to handle stock loads up to and away from the press. When “adequate floor help” is not available to the press crew, a Press Helper shall be added to the press crew.
2. In the case of press complement shortage due to sickness or like emergency, equipment shall nevertheless be permitted to operate notwithstanding the press complement clause of this Article, provided the Union has been immediately notified when such shortage has occurred, and cannot supply a qualified replacement.

#### PRIORITY LIST BOARD

A Seniority or Priority List Board is adopted in the Bindery Department for vacation list and night shifts.

**MINIMUM WAGE SCHEDULE**

	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$
<b>A. Preparatory</b>								
1. Journeyman Dot Etcher (Colour Corrector).....	25.94	1,815.80	26.67	1,866.90	27.31	1,911.70	27.91	1,953.70
2. Journeyman Process Artist.....	25.94	1,815.80	26.67	1,866.90	27.31	1,911.70	27.91	1,953.70
3. Journeyman Commercial Artist (including Art Layout, Art Ruling, Paste-up and Operation of Art Lettering Machines).....	24.78	1,734.60	25.47	1,782.90	26.08	1,825.60	26.65	1,865.50
4. Journeyman Copy Typist.....	21.55	1,508.50	22.15	1,550.50	22.68	1,587.60	23.18	1,622.60
<b>B. Preparatory</b>								
1. Journeyman Process Colour Camera Operator .....	25.94	1,815.80	26.67	1,866.90	27.31	1,911.70	27.91	1,953.70
2. Journeyman Scanner Operator .....	29.06	2,034.20	29.87	2,090.90	30.59	2,141.30	31.26	2,188.20
3. Journeyman Line and Halftone (including development of all film sensitized paper, tapes, making brownlines, blueprints, etc.).....	24.78	1,734.60	25.47	1,782.90	26.08	1,825.60	26.65	1,865.50

**MINIMUM WAGE SCHEDULE**

	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$
<b>C. Preparatory</b>								
1. Journeyman Stripper/Assembler (Bench and/or Electronic) including assembly and stripping of negatives and positives; masking, opaquing, spotting, paste-up, making brownlines, blueprints and other associated activities .....	24.81	1,736.70	25.53	1,787.10	26.17	1,831.90	26.77	1,873.90
<b>D. Preparatory</b>								
1. Journeyman Platemaker (including photo-composing machine operators, vacuum frame operators, finishers, provers, layout persons, transferers and persons engaged in all otherplate-making routines) .....	24.81	1,736.70	25.53	1,787.10	26.17	1,831.90	26.77	1,873.90
<b>E. Offset — Sheet Fed</b>								
1. Single Colour to and including 18 inches .....	22.71	1,589.70	23.35	1,634.50	23.91	1,673.70	24.44	1,710.80
2. Double or Tandem Presses to and including 21 inches (including Perfectors).....	23.17	1,621.90	23.84	1,668.80	24.44	1,710.80	25.00	1,750.00
3. Convertible Perfecting Litho Press 14" x 20" —Heidelberg G.T.O. ....	24.81	1,736.70	25.53	1,787.10	26.17	1,831.90	26.77	1,873.90

**MINIMUM WAGE SCHEDULE**

	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$
4. Journeyman Single Colour Press Operator over 21 inches up to and including 42 inches .....	24.78	1,734.60	25.47	1,782.90	26.08	1,825.60	26.65	1,865.50
5. Journeyman Single Colour Press Operator over 42 inches .....	25.04	1,752.80	25.74	1,801.80	26.36	1,845.20	26.94	1,885.80
6. Journeyman Two Colour Press Operator up to 54 inches maximum.....	26.25	1,837.50	27.01	1,890.70	27.69	1,938.30	28.33	1,983.10
7. Journeyman Two Colour Press Operator over 54 inches .....	26.79	1,875.30	27.54	1,927.80	28.20	1,974.00	28.82	2,017.40
8. (a) Journeyman Four Colour First Press Operator.....	27.70	1,939.00	28.48	1,993.60	29.16	2,041.20	29.80	2,086.00
(b) Journeyman Four Colour Second Press Operator.....	26.97	1,887.90	27.73	1,941.10	28.40	1,988.00	29.02	2,031.40
9. (a) Journeyman Five Colour First Press Operator.....	28.69	2,008.30	29.49	2,064.30	30.20	2,114.00	30.86	2,160.20
(b) Journeyman Five Colour Second Press Operator.....	27.13	1,899.10	27.89	1,952.30	28.56	1,999.20	29.19	2,043.30
10. Journeyman Press Assistants (Feeder Operators)								
(a) Single Colour.....	21.50	1,505.00	22.10	1,547.00	22.63	1,584.10	23.13	1,619.10
(b) Multi Colour.....	22.44	1,570.80	23.09	1,616.30	23.67	1,656.90	24.21	1,694.70

MINIMUM WAGE SCHEDULE

	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$
(c) Press Helpers .....	18.97	1,327.90	19.50	1,365.00	19.97	1,397.90	20.41	1,428.70
<b>F. Offset Press — Web Fed</b>								
1. To and including Ten Plate, Five Unit 40 inch Web Offset Presses with folder or cut-off or rewind attached								
(a) Journeyman Head Press Operator .....	29.06	2,034.20	29.87	2,090.90	30.59	2,141.30	31.26	2,188.20
(b) Journeyman Second Press Operator .....	27.34	1,913.80	28.11	1,967.70	28.78	2,014.60	29.41	2,058.70
(c) Journeyman Third Press Operator .....	24.78	1,734.60	25.47	1,782.90	26.08	1,825.60	26.65	1,865.50
(d) Journeyman Roll Tender (Web Feeder).....	21.62	1,513.40	22.23	1,556.10	22.76	1,593.20	23.26	1,628.20
(e) Web Press Helpers .....	18.81	1,316.70	19.34	1,353.80	19.80	1,386.00	20.24	1,416.80
<b>G. Business Forms Roll Fed Presses</b>								
1. Journeyman (O.P.M.) Rotary Press Operator ..	24.78	1,734.60	25.47	1,782.90	26.08	1,825.60	26.65	1,865.50
2. Journeyman Rotary Press Operator up to 26 inches Web with rewind .....	25.35	1,774.50	26.06	1,824.20	26.69	1,868.30	27.28	1,909.60
3. Journeyman Collator Operator (Web Fed).....	24.78	1,734.60	25.47	1,782.90	26.08	1,825.60	26.65	1,865.50
4. Journeyman Rotary Feeder.....	20.82	1,457.40	21.40	1,498.00	21.91	1,533.70	22.39	1,567.30
<b>H.</b>								
1. General Workers .....	15.48	1,083.60	15.91	1,113.70	16.29	1,140.30	16.65	1,165.50
2. Shipping Receiving and Warehouse .....	20.01	1,400.70	20.59	1,441.30	21.10	1,477.00	21.59	1,511.30

MINIMUM WAGE SCHEDULE

	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly \$	Bi- Weekly \$	Hourly \$	Bi- Weekly \$	Hourly \$	Bi- Weekly \$	Hourly \$	Bi- Weekly \$
<b>I. Bindery Department</b>								
1. Journeyperson #1 .....	24.81	1,736.70	25.53	1,787.10	26.17	1,831.90	26.77	1,873.90
2. Journeyperson #2 .....	21.81	1,526.70	22.45	1,571.50	23.01	1,610.70	23.54	1,647.80
<b>J. Copy Centre</b>								
1. Journeymen Photo Direct Platemaker (maximum 15" wide plate material).....	23.14	1,619.80	23.79	1,665.30	24.36	1,705.20	24.90	1,743.00
2. Xerox DocuTech.....	23.17	1,621.90	23.84	1,668.80	24.44	1,710.80	25.00	1,750.00

**APPENDIX “B”**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA, LOCAL 2000**

**JURISDICTION**

1. (a) The jurisdiction of the Union begins with the preparation and markup of copy in the composing room and continues until the completed form is ready for the printing press, and any new equipment or adoption of process designed as a substitute for or evolution of work being performed on October 4, 1974, by composing room employees shall be within the jurisdiction of the Union. Proof reading shall be within the jurisdiction of the Union. The Employer shall make no other agreement written or verbal with any person or persons to do or have done any of the work outlined above.
- (b) The Employer agrees to respect and observe the General Laws of the Communications, Energy and Paperworkers Union of Canada in effect at the time of signing this Agreement. Provided that Local Union Laws not affecting wages, hours or working conditions and the General Laws of the Communications, Energy and Paperworkers Union of Canada shall not be subject to arbitration. (It is understood that reference to the General Laws of the Communications, Energy and Paperworkers Union of Canada is not intended to modify the historical relationship between the parties.)  
Priority members shall have choice of new shifts, new starting times, new off days, days off in lieu of statutory holidays and vacation schedule in accordance with their priority standing.

**APPRENTICES**

- (a) The number of apprentices to be employed shall be as follows:  
Two (2) to seven (7) journeymen, inclusive, one (1) apprentice; eight (8) to fourteen (14) journeymen, inclusive, two (2) apprentices; for each additional ten (10) journeymen regularly employed, one (1) apprentice may be employed, but not more than five (5) apprentices may be employed in

any office. Provided, that at least two (2) members of the Communications, Energy and Paperworkers Union of Canada aside from the proprietor, shall be regularly employed in the composing room before the office is entitled to an apprentice. When a senior apprentice is in the beginning of the final year of their term an additional first year apprentice may be employed in excess of the ratio prescribed in this section.

- (b) The apprentice ratio shall be calculated on the minimum number of journeymen situation holders hired during the previous calendar year.
- (c) No apprentice shall be employed on overtime work in an office unless the number of journeymen employed on the same shift equals the ratio prescribed in this contract and scale of prices; at no time shall an apprentice have charge of a department.
- (d) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and the Employer shall be selected by the parties to this Agreement. All provisions of this Agreement affecting apprentices shall be under the jurisdiction of this Committee which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. Should the Committee fail to agree on any question the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decision shall be final and binding.
- (e) Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by Union laws) before being admitted to journeyman membership in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice, and the terms of their apprenticeship may be shortened to the extent of such accelerated advancement.
- (f) When the apprentice proves competent and the Supervisor and the Apprentice Committee recommend the apprentice

for apprentice membership, the apprentice must be admitted into the Union as an apprentice member. Apprentices shall be enrolled in and complete the Union course of lessons in printing where required before being admitted as journeymen members of the Union.

- (g) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under journeymen on all work within the jurisdiction of the Union. Machinist apprentices must be trained on all phases of maintenance and repair of composing room equipment under the direction of a journeyman machinist.  
The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-round training as may be suited to the capacity of the apprentice.
- (h) Should an apprentice be careless and neglectful of the duties required by those in control of their trade training, their case shall be referred to the Joint Apprenticeship Committee for examination and action.
- (i) Apprentices shall undergo periodic examination before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this contract. The Employer or its representatives have the right to be present and take part in any and all examinations.
- (j) Chairpersons of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this Agreement — where apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workers such fact must be set forth in the report.
- (k) The Joint Apprenticeship Committee shall be the judge of an Employer's ability to properly qualify for the employment of an apprentice.

- (l) No apprentice shall leave one office and enter the services of another Employer without the written consent of the Joint Apprenticeship Committee.
- (m) Apprentices shall receive not less than the following rates of wages:

First six (6) months, sixty percent (60%) of scale; starting with the seventh (7th) month and every six (6) months thereafter, five percent (5%) increase.

	<b>First Six Months</b>	<b>Second Six Months</b>
First Year .....	60%	65%
Second Year.....	70%	75%
Third Year.....	80%	85%
Fourth Year.....	90%	95%

**MINIMUM WAGE SCHEDULE**

	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$	Hourly \$	Bi-Weekly \$
Journeyman Compositor	24.81	1,736.70	25.53	1,787.10	26.17	1,831.90	26.77	1,873.90
Journeyman Information Technologist	24.81	1,736.70	25.53	1,787.10	26.17	1,831.90	26.77	1,873.90

Machinist Electronic Technicians and Electronic Technicians shall receive 5% over the regular Journeyman's scale for the shift on which they are employed.

Editor and/or markup persons shall receive 5% over the regular Journeyman's scale for the shift on which they are employed.

**APPENDIX “C”**  
**SHORT AND LONG TERM DISABILITY**  
**PART I**

SHORT TERM ILLNESS AND INJURY PLAN

**1.01** *Eligibility*

- (a) Employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer.
- (b) Employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five (75) percent pay in any one calendar year.
- (c) Employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) day's entitlement, at seventy-five (75) percent pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$413 or the EIC maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to a maximum of one hundred thirty (130) days for any one claim in lieu of benefits as outlined in Section 1.02.
  - (i) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with the applicable statutory requirements.
  - (ii) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the W.C.B., less any

voluntary deductions and those employee deductions referenced in (i) above.

- (iii) If new take-home pay as calculated in (ii) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
- (iv) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

NOTE: The effective date of implementation of (d) above is August 1, 1996 for claims filed on or after that date. For claims filed prior to that date, the relevant terms of the July 10, 1995 Labour Agreement continue to apply.

#### **1.02** *Short Term Plan Benefit*

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five (75) percent of pay for a period not to exceed six (6) months from date of absence, (Short Term Plan Period).
- (b) The seventy-five (75) percent benefit may be supplemented at the rate of 25% of actual duration of absence due to illness or injury by the use of the following in descending order:
  - (1) Accumulated sick leave credit under the old sick leave plan;
  - (2) Banked Overtime;
  - (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
  - (4) Vacation entitlement ( $\frac{1}{4}$  of a day at employee's regular straight time hourly rate is the method of calculation; it is understood that the employer intends to pay "vacation differential," the difference between a regular day's pay and vacation pay as per Article 12.05 in full, in a lump

sum, on the 1st pay period in December each year, for the number of vacation days used to supplement the S.T.I.I.P. Plan).

**1.03** *Recurring Disabilities*

- (a) Employees who return to work after being absent because of illness or injury, and within fifteen (15) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.02(a).
- (b) Employees who return to work after being absent because of illness or injury and within fifteen (15) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.02(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not

beyond six (6) calendar months from the initial date of absence as defined in Section 1.02(a), if absence is due to the same illness or injury.

**1.04** *Doctor's Certificate of Inability to Work*

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the Province of B.C., or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
  - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

**1.05** *Integration With Other Disability Income*

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from

work and which is unrelated to the illness or injury causing the current absence and the day accumulation that is being used to supplement the plan, pursuant to Article 1.02(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except employment insurance sickness benefits and WCB benefits payable in accordance with Section 1.01(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) One hundred (100) percent of pay, or
- (2) The applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, an employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive S.T.I.I.P. benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred (100) percent of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

**1.06** *Benefits Not Paid During Certain Periods*

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave or absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave, parental leave or adoption leave,

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

- (h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for the employee not being engaged in the treatment program.

**1.07** *Employee to Inform Employer*

Employees shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return

to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

**1.08** *Entitlement*

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

**1.09** *EI Premium*

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

**1.10** *Benefits Upon Layoff or Separation*

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.01(c), 1.01(d), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

## **PART II**

### **LONG TERM DISABILITY PLAN**

#### **2.01** *Eligibility*

- (a) Employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.
- (b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date the employee would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

#### **2.02** *Long Term Disability Benefit*

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Section 1.03(a) and (c), the employee shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.06 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
  - (1) Seventy (70) percent of the first twenty-three hundred (2,300) dollars of monthly earnings; and
  - (2) Fifty (50) percent of the monthly earnings above twenty-three hundred (2,300) dollars.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five (25) months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

- (c) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of the collective agreement but will retain the right of access to a Rehabilitation Committee established there under and will retain seniority rights should they return to employment within nine (9) months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for Superannuation will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### 2.03 *Total Disability*

(a) Total disability, as used in this Plan, means the complete inability, because of an accident or illness of a covered employee to perform all the duties of their own occupation for the first twenty-five (25) months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected at the employee's basic rate at the date of disability and the employee shall not receive negotiated salary increases until the salary of the employee's new job equals or exceeds the salary which the employee is receiving. The employee shall receive the full negotiated salary increases for their new job thereafter.

After the first twenty-five (25) months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first twenty-five (25) months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five (75) percent of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as

total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-five (25) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 100 percent of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100 percent of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 100 percent of the employee's earnings at the date of disability but in no event for more than twenty-five (25) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly

benefit from the Plan will be reduced by one hundred (100) percent of such earnings.

- (2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-five (25) months from the date rehabilitative employment commenced.
- (3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Article 2.02(a), the provisions of Article 2.03(c)(1) shall not apply until the employee is receiving a benefit under Article 2.02(b).

#### **2.04** *Exclusions from Coverage*

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;

#### **2.05** *Pre-existing Conditions*

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless the employee has completed twelve (12) consecutive months of service after the date of hire during which time the employee has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

## 2.06 *Integration With Other Disability Income*

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused the employee to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred (100) percent of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose, and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and
- (c) any amount of disability income provided by any compulsory act or law, and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which the employee would be entitled if the employee's application for such a benefit were approved, and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from the Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity

payments or, personal insurance disability income benefits exceed either:

- (1) one hundred (100) percent of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply employees will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive L.T.D. benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred (100) percent of pay subject to the following:

- (i) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share based on the same ratio as the Employer's interest in the amount recovered to the total recovery.
- (ii) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (iii) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

## **2.07** *Successive Disabilities*

- (a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any

subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

- (b) In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though the employee had not returned to work.
- (c) Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.
- (d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one year from the date of absence due to successive disability.

## **2.08** *Cessation of Plan Coverage*

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which an employee reaches their sixty-fifth (65th) birthday;

- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

#### **2.09** *Leave of Absence*

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

#### **2.10** *Benefits Upon Plan Termination*

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

#### **2.11** *Contributions*

The cost of this Plan will be borne by the Employer.

#### **2.12** *Waiver of Contributions*

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

## 2.13 *Claims*

- (a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.
  - (b)
    - (i) Written notice of an appeal must be submitted to the Plan Administrator within sixty (60) days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.
    - (ii) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have sixty (60) days in which to provide satisfactory medical evidence to support their claim.
- In such circumstances the sixty (60) day appeal period in (i) above will not commence until the claims-paying agent renders its decision based on the medical evidence provided.
- Where the employee fails to provide further satisfactory medical evidence within the sixty (60) day period, the claim will be deemed to have been denied and the appeal period in (i) above shall commence.
- (c) The expenses incurred by a Claims Review Committee will be paid by the Plan.
  - (d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when the employee is not receiving pay or benefit allowance. During the waiting period an

employee will continue to be covered by group life, extended health, dental and medical plans.

- (e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the “Acts”), except where the benefits received for that period under these Acts are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits levels, LTD benefits will not be subject to reduction for that additional amount.

**2.14** *Physical Examination*

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

**2.15** *Canadian Currency*

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

**2.16** *Administration*

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Article 36 of the Agreement.

**2.17** *Implementation by Regulation*

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

**2.18** *Benefit Level*

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

## **PART III**

### **REHABILITATION**

In the event that an employee becomes incapacitated through accident or sickness and is unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this clause incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Clause 2.03(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (PSERC7).

An employee who fails to:

(i) sign the application form;

(ii) make themselves reasonably available and cooperate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;

(iii) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program

shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Ministry who shall within ten (10) work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
  - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternate or rehabilitative employment;
  - (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternate or rehabilitative employment;
  - (4) In considering modified, alternate or rehabilitative employment, the committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:
    - (i) modification of the duties of the employee's job;
    - (ii) flexibility in scheduling hours of work within existing hours of operation;
    - (iii) provision of technical or mechanical aids.
  - (5) Where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation within the jurisdiction of the Union's forming the Council of Graphic Arts within the Queen's Printer, then the employee may be offered a vacant position within the jurisdiction of the Unions forming the Council of Graphic Arts Unions. Should the employee decline a job offer then the employee shall be considered to have resigned with severance pay in accordance with 9.03(c) or (d), whichever is applicable.
- (e) (i) An employee in receipt of S.T.I.I.P. benefits, whose prognosis for return to work exceeds 8 weeks, may be referred to the Rehabilitation Committee if the Government Employee Health Services determines it is medically appropriate to do so.

- (ii) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on S.T.I.I.P. In such cases, Part III (c) and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix C.
- (g) Where the Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

NOTE: For purposes of the application of Part III above, the Parties subscribe to Article 12.09 of the B.C.G.E.U. Master Agreement and will utilize the mutually agreed Chairperson of the Rehabilitation Committee, however the remainder of the Committee shall consist of two (2) members appointed by the Queen's Printer and two (2) appointed by the Council of Graphic Arts Unions.

Article 12.09(f) will not be applicable. The Rehabilitation Committee shall meet as and when required and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.

LETTER OF UNDERSTANDING NO. 1

Between

B.C. GOVERNMENT PRINTING BUREAU  
(QUEEN'S PRINTER)

and

COUNCIL OF GRAPHIC ARTS UNIONS OF B.C.  
GOVERNMENT PRINTING BUREAU  
(QUEEN'S PRINTER)

Re: *Short Term Illness and Injury and Long Term Disability,  
Article 27.01*

The parties hereby agree to accept the regulations presently in effect for the British Columbia Government Employees Union on Short Term Illness and Injury and Long Term Disability and any subsequent changes made to these regulations by mutual agreement between the B.C. Government Employees Union and the Employer and/or that coverage for the majority of the Public Service.

Signed on Behalf of the  
Union by:

ROBERT JENNINGS

GARY DUNSTER

WILLIAM DUNSMUIR

HAROLD DIENO

Signed on Behalf of the  
Employer by:

M. H. DAVISON

K. M. MACDONALD

I. R. COATES

DATED: December 7, 1978

LETTER OF UNDERSTANDING NO. 2

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

Re: *Application of Article 7, Sections 7.01(b) and 7.05 in respect of the operation of the Copy Centre.*

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

This does not preclude the Employer from assigning an earlier or later starting time for not more than two (2) employees in the Copy Centre provided that:

1. the employee agrees;
2. a minimum of one (1) week's notice shall be given;
3. the employee shall have the right to return to regular hours by giving a week's notice;
4. there shall be a uniform lunch period throughout the department;
5. the revised hours shall be for a minimum of one (1) week;
6. such earlier or later starting times shall not be before 7:00 a.m. nor after 9:00 a.m.;
7. either party may terminate this Agreement on thirty (30) days written notice.

Signed on behalf of the  
appropriate Unions within the  
Council by:

R. JENNINGS  
*President, Local 525-M  
Graphic Communications  
International Union*

Signed on behalf of the  
Employer by:

M. H. DAVISON,  
*Chairman, Government  
Employee  
Relations Bureau*

H. K. BRITT,  
*Director, Government  
Printing Services*

DATED: October 24, 1983

LETTER OF UNDERSTANDING NO. 3

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

The parties hereby agree that in the application of Article 17 past practice will prevail.

R. S. PLECAS  
*Queen's Printer*

H. K. BRITT,  
*Director, Government  
Printing Services*

DOUG MIKASKO  
*Senior Labour  
Relations Officer*

ROBERT JENNINGS,  
*President Local 525-M  
Graphic Communications  
International Union*

HAROLD DIENO  
*President, Local 226  
International Typographical  
Union (Vancouver  
Typographical Union)*

DATE: October 4, 1984

LETTER OF UNDERSTANDING NO. 4

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

In circumstances where there is excess work in either the Composition or Preparatory department and employees are available in the other (Composition or Preparatory) department, the available employees may be moved for the minimum amount of time required.

It is understood that such transfer of employees between departments shall not adversely affect either department.

It is also understood that a transfer shall not result in the failure to hire an additional employee where that would otherwise have occurred, nor shall a transfer result in any employee being displaced, replaced or otherwise adversely affected.

Signed on Behalf of the  
Employer by:

ALAN BRENT  
*Queen's Printer*

VERN BURKHARDT  
*Executive Director,  
Supply Operations*

BILL CARRAGHER  
*Senior Labour  
Relations Officer*

Signed on Behalf of the Council  
of Graphic Arts Unions by:

ROBERT JENNINGS  
*President, Local 525-M  
Graphic Communications  
International Union*

HAROLD DIENO  
*President, Local 226  
Communications Workers  
of America (Vancouver  
Typographical Union)*

DATE: May 24, 1989

LETTER OF UNDERSTANDING NO. 5

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

The Employer and the Union agree that there is an implied term in the Agreement that there will be no strike (as defined in the appropriate Provincial Labour Legislation) or lockout (as defined in the appropriate Provincial Labour Legislation) during the term of the Agreement.

Signed on Behalf of the  
Employer by:

R. S. PLECAS  
*Queen's Printer*

H. K. BRITT  
*Director, Government  
Printing Services*

DOUG MIKASKO  
*Senior Labour  
Relations Officer*

Signed on Behalf of the Council  
of Graphic Arts Unions by:

ROBERT JENNINGS  
*President, Local 525-M  
Graphic Communications  
International Union*

HAROLD DIENO  
*President, Local 226  
International Typographical  
Union (Vancouver  
Typographical Union)*

DATE: February 24, 1987

LETTER OF UNDERSTANDING NO. 6

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

(Re: *Interchange*)

The Parties recognize that it is the Employer's prerogative as to whether an immediately qualified and capable person is required to fill a vacancy within the Plant. However, with respect to the filling of a permanent position by a current employee within the Plant which involves an interchange between former locals 105-B and 210, the following shall apply:

1. It shall be done by competition on the basis of knowledge and ability to perform the work required to be done. Where knowledge and ability is equal, seniority shall determine the successful candidate.
2. Where the vacancy is filled with an employee requiring upgrading or training, then credited time progression and wage rate is to be determined by mutual agreement of the Parties.
3. All other positions shall be filled as provided for in the collective agreement.

Signed on Behalf of the  
Employer by:

R. S. PLECAS  
*Queen's Printer*

H. K. BRITT  
*Director, Government  
Printing Services*

DOUG MIKASKO  
*Senior Labour  
Relations Officer*

Signed on Behalf of the Council  
of Graphic Arts Unions by:

ROBERT JENNINGS  
*President, Local 525-M  
Graphic Communications  
International Union*

HAROLD DIENO  
*President, Local 226  
International Typographical  
Union (Vancouver  
Typographical Union)*

DATE: February 24, 1987

LETTER OF UNDERSTANDING NO. 7

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

The Employer and Unions agree that the Agreement between the GCIU, CEP and the Queen's Printer dated July 10, 1995 (see Letter of Understanding No. 10), and the Employer's letters dated January 19 and July 10, 1990, are important steps to permit the Queen's Printer and its employees to take advantage of emerging technologies in the pre-press operation.

The Employer guarantees that there will be no layoffs of staff presently employed in the Composing and Preparatory Departments, or in the Press, Copy Centre or Bindery Departments, as a direct or indirect result of the establishment of the joint jurisdictional area within Pre-Press. This is not to be interpreted as providing tenure unless tenure is reinstated through legislation and/or another act of Government.

Signed on Behalf of the  
Employer by:

VERN BURKHARDT  
*Queen's Printer*

BILL CARRAGHER  
*Senior Labour  
Relations Officer*

Signed on Behalf of the Council  
of Graphic Arts Unions by:

ROBERT JENNINGS  
*President, Local 525-M  
Graphic Communications  
International Union*

HAROLD FUNK  
*President, Local 226  
Communications, Energy  
and Paperworkers Union  
of Canada*

DATE: July 10, 1995

LETTER OF UNDERSTANDING NO. 8

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

A. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN  
— MATERNITY LEAVE

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to Article 20.05 (1).
2. The maximum number of weeks for which SUB Plan benefits is payable is seventeen (17) weeks.
3. The duration of the plan will be from the date one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of the current collective agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN  
— PARENTAL LEAVE

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Article 20.05 (2).

2. The maximum number of weeks for which SUB Plan benefits is payable is thirty-five (35) weeks.
3. The duration of the plan will be from the date one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of the current collective agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

LETTER OF UNDERSTANDING NO. 9

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

The parties agree to adopt the Discrimination and Harassment in the Workplace Policy and Procedures currently in effect between the B.C. Government and Service Employees' Union and the Government of the Province of British Columbia. (See Information Appendix below)

Signed on Behalf of the  
Employer by:

VERN BURKHARDT  
*Queen's Printer*

BILL CARRAGHER  
*Senior Labour  
Relations Officer*

Signed on Behalf of the Council  
of Graphic Arts Unions by:

ROBERT JENNINGS  
*President, Local 525-M  
Graphic Communications  
International Union*

HAROLD FUNK  
*President, Local 226  
Communications, Energy  
and Paperworkers Union  
of Canada*

DATED: July 10, 1995

**INFORMATION APPENDIX (LOU NO. 9)**  
**HUMAN RIGHTS IN THE WORKPLACE —**  
**DISCRIMINATION AND SEXUAL HARASSMENT POLICY**

- Objective** 1. The objective of this policy directive is to assist employees and the Employer in preventing discrimination and sexual harassment, and to provide procedures for handling complaints.
- Application and Scope** 2. This policy directive applies to all employees covered by the Labour Agreement between the Council of Graphic Arts Unions of the Queen's Printer and the Queen's Printer of the Government of the Province of British Columbia. Protection against discrimination and sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.
3. This policy directive does not prevent an employee from filing a complaint under Section 13 of the Human Rights Code, however, employees are not entitled to duplication of process. Where an employee directs a complaint of discrimination or sexual harassment to the British Columbia Human Rights Commission or where they are included as an element of a grievance, the complaint will not be pursued through the formal process specified in this policy directive.
- Note: In the event a complaint is pursued under the Human Rights Code, rather than this policy directive, the Queen's Printer will assess the nature and legitimacy of the complaint and, where necessary, take appropriate steps to correct the situation.
- Principles** 4. Discrimination and sexual harassment violate the fundamental rights, dignity and integrity of

the individual. The Employer, in cooperation with The Council of Graphic Arts Unions, promotes a work environment that is free from discrimination and sexual harassment where all employees are treated with respect and dignity. Where discrimination or sexual harassment is found to have occurred, the Employer may implement remedial action.

#### Mandatory Requirements

- Definitions**
5. **complainant**  
an employee(s) who has brought forward or filed a complaint under this policy directive alleging that discrimination or sexual harassment has occurred.
  6. **constituent groups**
    - a. Communications, Energy and Paperworkers Union of Canada, Local 2000
    - b. Communications, Energy and Paperworkers Union of Canada, Local 525G
  7. **investigator**  
an individual named by the Queens' Printer to investigate through fact finding formal complaints of discrimination or sexual harassment.
  8. **respondent**  
an employee(s) who is alleged to have discriminated against or sexually harassed the complainant.
- Discrimination**
9. Discrimination relates to any of the prohibited grounds contained in the Human Rights Code. Prohibited conduct may be verbal, non verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

10. Employees have the right to employment without discrimination. Discrimination includes incidences of harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief or conviction of a criminal or summary conviction offence unrelated to an individual's employment.
11. Employees who bring forward a complaint under this policy directive will not be subject to reprisal. However, the Employer may take appropriate action, including discipline, if a complaint is found to be frivolous, vindictive or vexatious.

**Sexual  
Harassment**

12. Sexual harassment is a form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of the harassment.
13. Examples of sexual harassment include, but are not limited to:
  - a. a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
  - b. sexual advances with actual or implied work related consequences;
  - c. unwelcome remarks, questions, jokes or innuendo of a sexual nature including sexist comments or sexual invitations;
  - d. verbal abuse, intimidation or threats of a sexual nature;
  - e. leering, staring or making sexual gestures;
  - f. display of pornographic or other sexual materials;

- g. offensive pictures, graffiti, cartoons or sayings;
- h. unwanted physical contact such as touching, patting, pinching or hugging; and
- i. physical assault of a sexual nature.

14. The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

**Confidentiality**

15. All information regarding a complaint is to be treated in strictest confidence. Information that must be shared will be disclosed on a “need to know” basis.

**Complaint Procedures**

16. These procedures will also apply if either the complainant or the respondent is the Queen’s Printer. In such cases, the BC Public Service Agency will assume the function of the Queen’s Printer for the purpose of these procedures.

**Informal Process**

17. Employees who believe that they have a complaint of discrimination or sexual harassment may approach their union or association representative, supervisor or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. A matter dealt with to the complainant’s satisfaction is considered to be resolved.

**Management Process**

18. If the matter is not resolved to the complainant’s satisfaction, or if the employee chooses not to proceed informally, the employee will approach the Director of Printing Services, if such person is not involved in the matter, for assistance in resolving the complaint. This must be done

within six months of the alleged occurrence. The complainant will approach the Queen's Printer if the Director of Printing Services is the respondent.

19. The Director of Printing Services or the Queen's Printer for British Columbia, as the case may be, will review and take steps to resolve the complaint as appropriate. This must be done within thirty days of the matter being raised by the employee. Bargaining unit members, complainants or respondents may have a union representative present. Excluded employees may also wish to have a representative present.
20. The Director of Printing Services or the Queen's Printer, as the case may be, will discuss the proposed resolution with the complainant and the respondent.

#### Formal Process

21. If the resolution proposed as a result of the management review is not acceptable, the complainant may refer the matter through the Human Resources Advisor in the BC Public Service Agency who is responsible for serving the Queen's Printer for British Columbia. This must be done in writing and within thirty days of receiving the manager's response or when the response was due.
22. A written complaint will specify the details of the allegation including:
  - a. name and title of the respondent;
  - b. a description of the action, conduct, events or circumstances involved in the complaint;

- c. the specific remedy sought to satisfy the complaint;
  - d. dates of incidents;
  - e. names of witnesses (if any); and
  - f. prior attempts to resolve (if any).
23. The Director of Printing Services or the Queen's Printer, as the case may be, will provide a copy of the complaint to the respondent. The Director or Queen's Printer will acknowledge, in writing, receipt of the written complaint, have the matter investigated and take such steps as may be required to resolve the matter.
24. The constituent group and the employees involved will be advised in writing of the proposed resolution. This will be within thirty days from the date the Director or Queen's Printer received the written complaint or a later date mutually agreed to by the constituent group and the Queen's Printer. Matters, which remain unresolved, may be referred to adjudication or dispute resolution as identified below.

#### Adjudication

25. When the matter is not resolved following the formal process, the applicable CEP Local President may refer the matter to adjudication. This must be within thirty days of receiving written notification of the proposed resolution or such other date as may be mutually agreed between the Employer and the Union Local, as follows:
- a. When a complaint has been filed at the adjudication stage, an adjudicator will be appointed by the BC Public Service Agency within ten days of receiving notice to proceed to adjudication. Adjudication

will be conducted in a manner to ensure those involved receive a fair hearing. The adjudicator will determine the procedure and may admit any evidence deemed necessary or appropriate, consistent with the principles of natural justice. The adjudication will be held in private and the Employer has the right to full representation at the hearing.

- b. The adjudicator may:
- make findings of fact;
  - decide if, on the facts, discrimination or sexual harassment has occurred;
  - attempt to mediate a resolution to the complaint; and
  - make recommendations regarding resolution of the complaint, which may include discipline.
- c. The adjudicator will forward their written decision and recommendations as expeditiously as possible to:
- the complainant;
  - the respondent;
  - the Public Service Agency;
  - the Queen's Printer; and
  - the President of the applicable CEP Local.
- d. The decision as to whether or not discrimination or sexual harassment has occurred is binding on the Employer, the complainant, the respondent and the applicable CEP Local.

### Implementation of the Resolution

26. Where a matter has proceeded to the adjudicator, the Employer will consider the decision and recommendations of the adjudicator in finalizing what action should be taken. The complainant, the respondent and any other applicable party will be notified of the Employer's decision within five working days of receiving the report of the adjudicator.
27. Any action taken by the Employer, including discipline, that is consistent with the findings of fact of the adjudicator must be considered by all parties as being determinative of the complaint and will not form the basis of a grievance for bargaining unit employees.
28. Pending the outcome of the complaint process, the Queen's Printer may take interim measures to separate the employees concerned. Such action is not considered disciplinary in nature or seen as a pre-determination of the merits of the allegation. Complainants will not be relocated without their agreement.
29. If the adjudicator determines that discrimination or sexual harassment has occurred, the Employer will document the personnel file of the respondent accordingly.

### **RESPONSIBILITIES**

**BC Public  
Service  
Agency**

30. The head of the Agency is responsible for:
  - a. providing advice and assistance on the application of this policy directive to The Queen's Printer for British Columbia and employees;
  - b. giving direction that complaints and investigations are treated in confidence;
  - c. coordinating the development of awareness,

- training and communication programs in support of this policy directive;
- d. appointing an adjudicator to hear complaints of discrimination or sexual harassment not resolved following a formal investigation by the Employer;
- e. forming a dispute resolution panel, when required; and
- f. conducting formal investigations, when required.

**Ministries**

31. The Employer is responsible for:
- a. fostering discrimination and sexual harassment free workplaces;
  - b. disseminating to employees information of the complaint process established by this policy directive;
  - c. ensuring that complaints raised by employees are investigated and addressed within the time frames established by this policy directive;
  - d. ensuring that complaints and investigations are treated in confidence;
  - e. ensuring that the number and grounds of complaints handled under this policy directive are tracked and reported as required to the BC Public Service Agency;
  - f. ensuring that resolutions are implemented; and
  - g. delegating authority and responsibility, where applicable, to apply this policy directive within the Queen's Printer organization.

32. Excluded managers are responsible for:

- a. developing workplaces, for which they are responsible, free from discrimination and sexual harassment;
- b. investigating and resolving complaints within the time frames established by this policy directive;
- c. treating complaints and investigations in confidence as appropriate; and
- d. following up on resolutions to ensure that they have been implemented and are working.

33. Employees are responsible for:

- a. treating fellow employees with respect;
- b. refraining from discrimination and sexual harassment as defined by this policy directive;
- c. treating complaints in confidence; and
- d. meeting the time frames specified in this policy directive.

**Legislative  
Authorities**

Human Rights Code

**Other  
Authorities  
and  
References**

- a. Labour Agreement between the Queen's Printer of the Government of the Province of British Columbia and the Council of Graphic Arts Union of the Queen's Printer, Letter of Understanding No. 9.

- b. A Managers Guide to dealing with Complaints of Discrimination and Harassment
- c. Discrimination and Harassment brochure
- d. Preventing Harassment in the Workplace booklet.

**Cancellations**

**Effective Date** July 1, 2006

LETTER OF UNDERSTANDING NO. 10

Between

THE QUEEN'S PRINTER

and

THE COUNCIL OF GRAPHIC ARTS UNIONS  
OF THE QUEEN'S PRINTER

Re: *Agreement between members of CEP Local 2000 and Local 525G employed in the Composing-Preparatory Department at the Queen's Printer and the Queen's Printer.*

It is agreed that all members of both locals may perform all functions that fall within the jurisdiction of either, within the Composing-Preparatory Department.

The ratio of Local 2000 to Local 525G members employed within the department shall be five to three, respectively

There shall be an equal number of supervisors employed from each local.

Members performing work traditionally done by either-local will receive direction from the supervisor from that local.

In no event shall a member who has not taken the opportunity to retrain be laid off out of priority order or lose his/her preference claim.

A training program will be developed by the unions, in conjunction with the Queen's Printer, so that members of both locals will receive proper and sufficient training. The eventual goal is to have everyone trained in as many job functions and skills within this area as possible.

Employees wishing to upgrade their skills or retrain would put their names forward as being interested. The procedures and training for this purpose will be done in a manner to be determined by the parties. It is understood that any on-the-job training will take into consideration operational requirements.

A joint apprenticeship committee composed of an equal number of representatives of the unions and the employer shall be selected by the parties to this agreement.

The joint apprenticeship committee shall establish a training program for apprentices. This training program shall include training under journeymen on all work covered by this agreement. The joint apprenticeship committee shall have authority to vary training programs to meet the problems arising because of varying equipment and processes and shall have the authority to provide as much training as may be suited to the capacity of the apprentice.

In the case of a dispute in the interpretation and/or application of this agreement, all disputes will be resolved by mutual agreement.

If a dispute is unable to be resolved by mutual agreement, then it will go to a special standing committee comprised of an equal number of members appointed by the parties.

If a dispute is not resolved by mutual agreement by the standing committee, then it would go to an expedited arbitration for a final and binding decision. The arbitrator will be Stephen Kelleher or other arbitrator agreed to between the parties.

Afternoon shift shall be staffed on the same ratio as the department. Each local shall use its own current method to determine which shift each member works.

Overtime shall be allotted on as equitable a basis as possible among members of both locals who are deemed competent to perform the work required.

The supervisors' input will be considered in the selection of new employees.

Memorandum of Agreement No. 7 in the Labour Agreement shall be updated to reflect this agreement.

H. FUNK

L. UNRAU

R. JENNINGS

A. ORTON

V. BURKHARDT

I. COATES

<b>LOCAL 2000</b>	<b>LOCAL 525G</b>
1	1
2	1
3	2
4	2
4	3
5	3
5	4
6	4
7	4
7	5
8	5
8	6
9	6
10	6
10	7
11	7
11	8
12	8
13	8

<b>LOCAL 2000</b>	<b>LOCAL 525G</b>
13	9
14	9
15	9
16	9
17	9
17	10
18	10
18	11
19	11
19	12
20	12
21	12
22	12
22	13
23	13
23	14
24	14
24	15
25	15

AFTERNOON SHIFT

<b>LOCAL 2000</b>	<b>LOCAL 525G</b>
1	1
2	1
3	1
3	2

<b>LOCAL 2000</b>	<b>LOCAL 525G</b>
4	2
4	3
5	3

## LETTER OF UNDERSTANDING NO. 11 — FISCAL DIVIDEND

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province’s audited financial statements, for the fiscal year 2009-10.

### 1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 21, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deductions of any expense associated with the Fiscal Dividend Bonus, achieved in the fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employees’ Council participate, but if a lesser number participate, a proportionately less amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total participating.

- 1.3 The Fiscal Dividend Bonus will be paid to each current employee who is employed on June 30, 2010.

INFORMATION APPENDIX  
PREPAYMENT OF GROUP LIFE BENEFITS

The guidelines for prepayment of Group Life Benefits pursuant to Article 28.04 are as follows:

1. Death must be “expected” within 24 months. The employee’s attending physician will be required to provide sufficient medical information, including the employee’s diagnosis and prognosis, to allow the Group Life Insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee’s request.
4. The amount of the payment will be 50% of the Life Insurance coverage, subject to a maximum of \$50,000
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured’s death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

Signed on Behalf of the  
Employer by:

VERN BURKHARDT  
*Queen's Printer*

BILL CARRAGHER  
*Director*  
*Labour Relations*

Signed on Behalf of the Union  
by:

ALEX CHARLES  
*President, Local 525-G*  
*Communications, Energy and*  
*Paperworkers Union*

MIKE FENTON  
*Local 2000*  
*Communications, Energy*  
*and Paperworkers Union*  
*of Canada*

DATED: July 8, 2006

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Queen's Printer for British Columbia ©  
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QP# 442515