

2006 - 2009

**CONTRACT and
SCALE OF PRICES**

between

COLLEGE PRINTERS LTD.

and

**COMMUNICATIONS, ENERGY
and PAPERWORKERS
UNION OF CANADA,
LOCAL 2000**



CONTRACT and SCALE OF PRICES

BETWEEN

COLLEGE PRINTERS LTD.

AND

COMMUNICATIONS, ENERGY and PAPERWORKERS

UNION OF CANADA,

LOCAL 2000

THIS AGREEMENT made and entered into this 5th day of June, 2002, between COLLEGE PRINTERS LTD. through authorized representatives, sometimes hereinafter referred to as the Employer or the Company, party of the first part, and COMMUNICATIONS, ENERGY and PAPERWORKERS UNION OF CANADA, LOCAL 2000, sometimes hereinafter referred to as the Union, party of the second part, WITNESSETH, that the Employer, party of the first part, agrees:

TERM OF AGREEMENT

This Agreement shall be in effect from June 1st, 2006 to May 31st, 2009.

If no agreement is reached prior to the expiration of this agreement, this agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Company legally locks out the employees.

1. To employ only members of Communications, Energy and Paperworkers Union of Canada, Local 2000, in good standing, to perform all work within the jurisdiction of the Union.

COMBINATION LETTERPRESS AND LITHO SHOPS

(a) The jurisdiction of the Union begins with the markup of copy and continues until the completed form or plate is ready for the printing press (except that the Employer may assign the actual burning and finishing of the offset plate to such Union employees as he deems expedient), and the appropriate collective bargaining unit consists of all employees performing any such work. The Employer shall make no other agreement, written or verbal, with any person or persons other than the Union to do or have done any of the work outlined above. Proofreading shall be within the jurisdiction of the Union.

TRAINING

2. The General Foreman shall give the Union reasonable notice when the Company intends to introduce any process or equipment, including electronic process or equipment, which falls within the jurisdiction of the Union. Within 10 days of submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such process or equipment. The Company 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 process or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this Agreement. This does not preclude members

from voluntarily training on their own time.

(a) Members shall be afforded the opportunity to retrain in accordance with their priority standing. Provided that in no event shall a member who has not been afforded the opportunity to retrain be laid off out of priority order or lose his preference claim during the life of this Agreement.

(b) At regular intervals a joint committee of equal Company 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.

COMPUTERS

3. It is agreed that when a computer is used to perform work within the jurisdiction of the Union only members of the Union shall perform such work. It is further agreed that the Union's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices; programming and maintenance of all the foregoing equipment and devices.

TECHNOLOGICAL CHANGE

4. Definition: Any change in technology, method (1), or procedure (2) during the period of a collective agreement which could cause a decrease in the number of employees that existed when the current contract was negotiated with the Union except for normal layoff, such as those occurring as a result of a decline in the volume of business. (1) e.g., hot metal to cold type. (2) e.g., change in computer operation.

(a) The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise the Communications, Energy and Paperworkers Union of Canada, Local 2000. The Company will give the Union three months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure and training necessary for the introduction of the contemplated change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change, it is agreed that the date of introduction will be delayed a further three (3) months.

(b) Should either party feel that an effect on the number of employees in the Union's bargaining unit due to the introduction of a technological change will occur, the parties shall discuss this effect in accordance with the time limits set out in Section 4 (a).

If mutual agreement on the effect of the change cannot be reached and the Employer determines that a reduction in the number of employees in the Union's bargaining unit is necessary, the Employer may elect to reduce the number of employees by the application of Article 31 (Severance) for each employee reduced, or by attrition (i.e., death, retirement, voluntary termination or discharge for cause). Such reduction in the number of employees in the Union's bargaining unit shall not exceed one (1) employee or ten percent (10%) of the bargaining unit, whichever is the greater.

(c) It is understood and agreed that when OCR (Optical Character Recognition) devices, CRT (Cathode Ray Terminal) devices, VDTs (Video Display Terminals) or any similar devices are installed by the Employer that all work within the jurisdiction of the Union on this equipment or similar devices will be performed by members of the Union. This includes, but is not limited to: Operation and maintenance of the OCR, CRT or VDT devices and the preparation of all input to be processed by this equipment.

It is agreed between the parties that the words "preparation of all input" when applied to the use of OCR (Optical Character Recognition) devices, CRT (Cathode Ray Terminal) devices, VDTs (Video Display Terminals) or any similar devices, means the preparation of material for input by any process including the typing or re-typing of copy (whether for news matter, classified or display advertising), the creation or generation of images or electronic impulses by any process; coding, correction and proofreading, and all other functions which may be necessary to prepare the input for the computer or for any phototypesetting or type-casting devices.

WAGES AND HOURS

5. Payment of wages shall be made weekly.
6. The basic wage for Journeymen for day work shall be:
 - (a) From June 1, 2006 to May 31, 2007—\$34.16 per hour
From June 1, 2007 to May 31, 2008—\$35.01 per hour
From June 1, 2008 to May 31, 2009—\$35.97 per hour

(b) Members covered by this Agreement who are not eligible to be covered under the Printing Industry Health and Welfare Plan (including the Medical Services Plan), Long Term Disability Plan and Printing Industry Dental Plan shall receive in lieu thereof an amount in cents per hour equal to the Employer's contribution for an employee eligible for the top level of benefits currently in effect under the Plans.

(c) The basic night rate shall be twelve per cent (12%) over the day rate.

(d) Shifts commencing at or after the hour of 11:30 p.m. shall be known as graveyard shifts and shall be paid for at the rate of ten per cent (10%) over the regular basic night scale and shall consist of eight (8) hours (including a paid lunch time).

(e) When a shift is worked part day and part night the night scale shall be paid. When a shift is worked part night and part graveyard the graveyard scale shall be paid.

(f) A day's work shall consist of eight (8) hours (inclusive of paid lunch time). The hours of work to be between 7:00 a.m. and 5:00 p.m. on the same day.

(g) A night's work shall consist of eight (8) hours (inclusive of paid lunch time). The hours of work to be between 5:00 p.m. and 2:00 a.m.

(h) A week's work shall consist of four (4) shifts to be worked between Monday and Friday (afternoon shift) or four shifts between Monday and Saturday (graveyard and dayshift).

(i) "Board closure" 3:30 p.m. Wednesday.

(j) The Company maintains the right to set the start and finish times of the shifts, however, prior to changing the times in effect at the particular time, the Company shall discuss the change with the Union. Prior to the discussion with the Union, the Company will have explored alternatives which shall include discussions with the Company's customers. Before any changes to the starting and finishing times there shall be a 30 day notice of intent to change times.

(k) The foreman and the chairman will determine the crew for the following week after having received from the Company a list of the number of employees required for each shift for the following

week.

STARTING TIMES

7. (a) "The Company agrees to do everything within its power to have uniform starting times to the extent that it will have meetings and discussions with their customers."

(b) No member shall be required to change his regular starting time more than once within a work week. Reverting to the members' original starting time, after a rest period of not less than ten (10) hours, within a work week shall not constitute a second change.

The Company shall be able to change a member's shift once within a work week. There shall be not less than twenty-four (24) hours between the start times.

OVERTIME

8. (a) All work done in excess of the number of hours recognized as a regular work day by members of Communications, Energy and Paperworkers Union of Canada, Local 2000 affected by this Agreement shall be considered overtime and shall be paid for at double-time rate.

(b) Not less than double the employee's regular rate shall be paid for any shift worked in excess of four within a work week or on an off-day or off-night. All work performed on a Saturday afternoon shift shall be paid for at the overtime rate and a full shift must be worked.

(c) When a member is required to work on a Sunday or holiday not less than triple the employee's hourly rate shall be paid.

(d) When a shift is commenced on a normal working day but is completed on a Statutory Holiday that overtime part of a shift worked on the Statutory Holiday shall be paid at three (3) times the regular rate. When a shift is commenced on Saturday afternoon shift but is completed on Sunday, the part of a shift worked on Sunday shall be paid at three (3) times the regular rate.

(e) The Employer shall post overtime at least one hour in advance. Failure to so notify shall result in one hour overtime pay plus overtime pay for the time worked as per the collective agreement. This clause will not apply in the case of late call-in re: sickness, equipment breakdowns or like emergencies during the course of the shift.

STATUTORY HOLIDAYS

9. (a) Employees shall be paid one (1) day's straight time rate of pay which shall include any bonus or premium paid to the employee for the following Statutory Holidays, regardless of whether or not they fall on working days:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
B.C. Day	Boxing Day
Member's Birthday	

(b) A situation holder or apprentice failing to receive a statutory holiday by reasons of his day off falling on the holiday,

while on vacation, sick leave, compensable accident or jury duty shall receive another day off in lieu of such statutory holiday missed; provided, wherever possible, such days off in lieu shall be combined with the situation holder's or apprentice's regular off day or a weekend, if he so desires.

(c) During the weeks in which the following statutory holidays fall, Good Friday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day, employees may be required or requested to work a fourth (4th) shift with the exception of the day declared a holiday. Such fourth (4th) shift if worked during a week in which the named statutory holidays fall shall be paid at the rates applicable as if the shift were worked during a non-holiday week. No employee will be required to work more than five such shifts during the calendar year, unless the employee so desires.

(d) The Employer will make every effort to allow extra employees to take vacation throughout the year, but especially during July, August and Easter Break.

(e) Statutory holidays that fall on a Saturday shall be celebrated on the preceding Friday. Statutory holidays that fall on a Sunday shall be celebrated on the following Monday.

This clause will apply only to those shifts on Saturdays and Sundays which the Employer cannot schedule a straight time shift under the collective agreement.

Any other arrangement shall require mutual agreement by the members of the chapel and the Employer.

10. All employees with less than ninety (90) days' service in an office shall receive eight (8) per cent of earned wages to cover all vacation pay and statutory holidays.

VACATIONS

11. (a) All members and apprentices covered by this Agreement having one (1) year's service shall be allowed three (3) weeks' vacation with pay. Employees having five (5) years' service shall be allowed four (4) weeks' vacation with pay. Employees having ten (10) years' service shall be allowed five (5) weeks' vacation with pay. Employees having twenty (20) years' service shall be allowed six (6) weeks' vacation with pay. The additional weeks in excess of the minimum three (3) weeks may be taken at a different time without penalty to the Employer.

(b) Computation of vacation credits shall be calculated from date of employment. One hundred and thirty (130) shifts shall constitute one (1) year's vacation credits. Employees with less than one (1) year's service whose employment is terminated shall receive one (1) day's vacation for every thirteen (13) days worked (or major fraction thereof) to a maximum of ten (10) paid vacation days. Members entitled to three (3) weeks' vacation with pay who work less than one hundred and thirty (130) shifts shall receive one day's vacation for each eleven (11) shifts worked; members entitled to four (4) weeks' vacation with pay who work less than one hundred and thirty (130) shifts shall receive one day's vacation for each eight (8) shifts worked; members entitled to five (5) weeks' vacation with pay who work less than one hundred and thirty (130) shifts shall receive one day's vacation for each seven (7) shifts worked; members entitled to six (6) weeks' vacation with pay who work less than one hundred and thirty (130) shifts shall receive one day's vacation for each six (6) shifts worked. Days lost due to illness and accident shall be considered working shifts. Each employee shall receive his or her

full earned vacation in the calendar year that the anniversary date is reached.

(c) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his full number of days of earned vacation in the calendar year in which his anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.

(d) It is agreed that an employee shall not be allowed to forego vacation in any year for the purpose of adding to the length of his vacation in any succeeding year except that one (1) year's vacation may be combined with the succeeding year's by mutual agreement of the foreman and the member, in consultation with the chapel chairman. All earned vacation must be taken before the end of second calendar year.

(e) Vacation pay shall not be allowed for vacation not taken. Vacation shall be taken before March 17 of the following year in which they fall due (except as in subsections (c) and (d) above).

(f) It is agreed that the Employer shall not be obligated to fill the positions of employees on vacation but may do so at his own discretion.

(g) The time of year that each employee shall take his vacation shall be arranged by the foreman after consultation with the chapel chairman. Where practicable, choice of vacation periods shall be allowed in priority order. Vacation lists must be completed prior to March 17 of each year. Choice of vacation cannot be changed after March 17 except by mutual consent of the chapel chairman and foreman. The normal period for taking vacation shall be during the months of June 15 to September 15 and members shall be permitted to take two (2) weeks only during this period until all members have had a choice in said time period.

(h) If, at the request of the foreman, an employee is required to take his vacation at a time other than that which he has chosen as provided in subsection (g) of Section 11, as permitted by his priority standing in an office, he shall be allowed one (1) week extra with pay.

(i) Vacation pay scale in each case shall be the straight time rate including bonuses or premiums, if any, currently paid to the employee, or two (2) per cent of the previous year's T4 slip for each week of vacation, whichever is greater. The current rate is the shift rate most often worked during the previous six (6) month period.

SUPPLEMENTARY VACATIONS

12. After completing fifteen (15) or more years of continuous service with the Company, an employee shall, in addition to the regular vacation to which he 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).....	Two (2)
After Twenty (20).....	Three (3)
After Twenty-five (25).....	Three (3)
After Thirty (30).....	Four (4)

After Thirty-five (35)..... Four (4)

After Forty (40)..... Five (5)

(a) The supplementary vacation must be taken prior to the employee becoming eligible for his next earned period of supplementary vacation as provided in Section 12 above.

(b) For the purpose of determining eligibility of supplementary vacation an employee's service shall be calculated from the last continuous service date of joining the Company.

(c) At retirement or termination from the Company an employee who has completed five (5) 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 his last five (5) year's entitlement period.

CEP MULTI-EMPLOYER PENSION PLAN

13. All unionized employees shall become members of the CEP multi-employer pension plan effective January 1, 1999.

(a) The Employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan), twelve dollars and seventy-five cents (\$12.75) effective June 1, 2002; thirteen dollars (\$13.00) effective June 1, 2003; thirteen dollars and twenty-five cents (\$13.25) effective June 1, 2004; thirteen dollars and fifty cents (\$13.50) effective June 1, 2005 per shift for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation, and which shall be considered earnings (e.g., sick leave, vacations, stat holidays, disability insurance, WCB, bereavement leave, jury duty). Contributions shall commence from date of employment. The Plan is administered jointly by Union and Employer Trustees.

(b) Contributions shall be made by cheque, money order or similarly recognized medium of exchange, shall be made payable to the CEP Multi-Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of Mrs. Anna Szanto, Senior Pension Administrator, Aon Consulting Inc., 145 Wellington St. West, Suite 500, Toronto, Ontario M5J 1H8, no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such administrator.

(c) Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

(d) The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Shop Steward a copy of the remittance information provided to the administrator within five (5) days of remittance of any such contributions.

(e) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CEP Multi-Employer Pension Plan pursuant to this section shall be in addition to all other benefits heretofore provided by the Employer and/or by any Plan or Trusts to which the Employer has made contributions.

(f) Should the Union direct the Company to forward pension contributions for its employee members to a different Pension Plan and/or Plan Administration, the Union will provide the Company with a minimum of one (1) month's notice.

ACCIDENT PAY

14. Employees who are absent by reason of a compensable accident shall be permitted to bank statutory holidays and vacation missed, up a maximum of one (1) year's entitlement. Such days shall be taken with pay at a future mutually agreed time.

HEALTH AND WELFARE

15. (a) The Employer agrees to join and/or continue as a participating employer of the Printing Industry Welfare Plan including Medical Services Plan, effected by the Agreements dated July 19, 1961, and August 15, 1963, between the Vancouver Typographical Union and the Graphic Arts Association of British Columbia (acting on behalf of the participating employers), the benefits under which may only be changed by agreement between the Communications, Energy and Paperworkers Union of Canada, Local 2000 and the Graphic Arts Association of British Columbia (acting on behalf of the participating employers).

The Employer agrees to provide additional coverage to the Printing Industry Health and Welfare Plan to provide Weekly Wage Indemnity benefits of seventy-five (75%) per cent of the weekly wage to a maximum of five hundred and fifty dollars (\$550) per week [effective June 1, 2002 five hundred and sixty dollars (\$560) per week; effective June 1, 2003 five hundred and seventy dollars (\$570) per week; effective June 1, 2004 five hundred and eighty dollars (\$580) per week; effective June 1, 2005 five hundred and ninety dollars (\$590) per week] and Life Insurance/A.D.&D. in the amount of \$50,000.

It is further agreed that the LTD maximum shall be \$1,500 per month.

All regular situation holders shall be covered by the Printing Industry Health and Welfare Plan (including Medical Services Plan), Long Term Disability Plan and Dental Plan.

Eye examinations are added to the list of members' benefits.

All members who qualify shall be enrolled in the Printing Industry Vision Care Plan. The Vision Care maximum shall be \$250 every two years.

(b) The Employer shall contribute 100% of the cost of benefits for each employee covered by this Agreement.

(c) The Employer agrees to pay premiums for Medical Services Plan and Dental Plan for the two months following the month of severance of a regular situation holder.

(d) In the event that the Company requires a Doctor certificate for a sick claim then the Company shall be responsible for any fee charged for the certificate.

SICK LEAVE

16. On January 1 and July 1 of each year employees shall be granted five (5) days sick leave. Such sick leave, if not used, will be paid to the employee on June 30 and December 31 of each year. Sick leave shall be paid at the employee's regular straight time rate

including bonuses or premiums, if any.

DENTAL PLAN

17. All members working under the terms and conditions of this Agreement shall participate in the Printing Industry Dental Plan. The Employer shall contribute 100% of the cost of benefits for each employee covered by this Agreement.

APPRENTICES

18. (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 Union, aside from the proprietor, shall be regularly employed in the composing room before the office is entitled an apprentice. When a senior apprentice is in the beginning of the final year of his 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 of journeymen situation holders hired during the previous calendar year.

(c) No youth under 16 years of age shall be accepted to apprenticeship.

(d) 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.

(e) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employers shall be selected by the parties of 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.

(f) 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 term of his apprenticeship may be shortened to the extent of such accelerated advancement.

(g) Within sixty (60) days the foreman and the apprentice committee must recommend the probationary apprentice for membership in the Union or terminate his employment as a probationary apprentice. If they recommend him for apprentice membership he must be admitted into the Union as an apprentice member. Apprentices shall be enrolled in and complete the Union Course of Lessons in Printing (if required) before being admitted as journeyman members of the Union.

(h) 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.

(i) Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be referred to the Joint Apprenticeship Committee for examination and action.

(j) 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 his representatives has the right to be present and take part in any and all examinations.

(k) Chairmen 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 workmen, such fact must be set forth in the report.

(l) The Joint Apprenticeship Committee shall be the judge of an Employer's ability to properly qualify for the employment of an apprentice.

(m) No apprentice shall leave one office and enter the services of another employer without the written consent of the Joint Apprenticeship Committee.

(n) Apprentices shall receive not less than the following rates of wages: During the sixty (60) day probationary period, fifty percent (50%) of scale; thereafter the balance of the 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.

	1st 6 mos.	2nd 6 mos.
First Year	60%	65%
Second Year	70%	75%
Third Year	80%	85%
Fourth Year	90%	95%

PRIORITY

19. (a) Priority members shall have choice of new shifts, new off days, days in lieu of statutory holidays, new starting times, provided that changes shall be made only when new openings occur and also provided no changes shall be made which measurably decrease the efficiency of the composing room.

(b) It is agreed that no section of this Agreement shall be construed as to interfere with a member's basic priority as determined by the Union.

MISCELLANEOUS

20. Communications, Energy and Paperworkers Union of Canada, Local 2000 reserves to its members the right to refuse to execute any work coming from or destined for other Employers or publications which have been declared by the Union to be unfair, and to refuse to work in any office where any department under the jurisdiction of the Union is declared unfair by Communications, Energy and Paperworkers Union of Canada, Local 2000. The Union further reserves the right to its members to refuse to cross a legal picket line.

21. (a) The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violations of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under accepted Communications, Energy and Paperworkers Union of Canada General Laws. A discharged employee shall the right to challenge the fairness of any reason given for his discharge. Upon demand, the foreman shall give the reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-two (72) hours after the employee is informed of discharge.

(b) An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless he/she is a danger to him/herself or others. A union representative who shall be advised in advance by management of the time and place of the meeting shall accompany the employee. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

22. No Union representative or member shall be interfered with, nor discriminated against by the Company for carrying out the instructions of the Union governing the interpretation, application or alleged violation of this Agreement.

23. Handing out copy and giving instructions shall be considered the work of the foreman, and persons so employed shall be members in good standing of Communications, Energy and Paperworkers Union of Canada, Local 2000, and shall receive such bonus or premiums as may be agreed upon between the Employer and the foreman.

24. Employees who are called back to work, after the conclusion of a shift shall receive one (1) hour's pay at straight-time rates in addition to the overtime rates for work performed.

25. (a) No member covered by this Agreement shall be employed for less than a shift.

(b) No member shall be employed for less than a full shift for any work done on a Sunday, a holiday or on an off-day or off-night.

(c) Nothing in the above provision shall mean that an Employer must pay for a full shift when an employee is discharged for cause or excused at his own request.

26. (a) At the crew's discretion, when production is being maintained, one or more crew members can be off for the 30-minute paid lunch break. Breaks can be taken in the lunchrooms or off premises as long as production is maintained and the paid lunch breaks will be scheduled no earlier than 2.5 hours or later than 5.0 hours from the beginning of the shift.

(b) All employees will receive an extra fifteen (15) minute straight time wash-up period. An employee would work eight (8)

hours and receive eight-point-two-five (8.25) straight-time hours of pay.

27. Officers of the Union shall have access to the Employer's premises at reasonable times to confer with the chairman or members. Members shall at all times have the right to seek work in the plants and contact the chairman for that purpose. Provided, they first notify management before entering the plant. Permission shall not be withheld unreasonably.

28. The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Code of British Columbia.

SANITATION

29. There shall be furnished at all times a healthful, sufficiently ventilated, properly heated, and well lighted place for the performance of all work done by members covered by this Agreement. Communications, Energy and Paperworkers Union of Canada, Local 2000 reserves the right to secure the services of sanitation and ventilation experts at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting said report to the municipal health officer for verification and whose ruling shall be final and carried out as soon as practicable.

GRIEVANCE PROCEDURE

30. (a) Within thirty (30) days of the signing of this Agreement a standing committee of two (2) representatives appointed by the Employer and a like committee of two (2) representatives appointed by the Union, shall be maintained; and in case of a vacancy, absence, or refusal of either of such representatives to act, another shall be appointed in his place.

(b) As the first step in the grievance procedure set out herein, any dispute which may arise as to the rights of the parties to this Agreement or any dispute as to the construction or interpretation to be placed upon any section of this Agreement, or alleged violation thereof, except as otherwise provided in subsection (i), shall be referred to the foreman and chapel chairman, who shall attempt to resolve the problem. Their decision shall be reported immediately to the Employer and the Union for ratification. Should the foreman and chapel chairman be unable to reach a decision within forty-eight (48) hours (this time may be extended up to one (1) week by mutual consent) the matter shall forthwith be referred to the Joint Standing Committee.

(c) The Joint Standing Committee shall meet within five (5) days when any question of difference shall have been referred to it for decision by the executive officers of either party to this Agreement. If decision is reached on that issue by the committee it shall be binding upon both parties for the duration of this Agreement.

(d) If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration, the representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbitrator he shall be selected by the Minister of Labour of the Province of British Columbia.

(e) The Arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration. Within thirty (30) days of completion of hearings the Arbitrator shall render his decision.

(f) The Arbitrator's decision shall be final and binding on both parties. However, in no event shall the Arbitrator have the power to alter or amend this Agreement in any respect.

(g) Provided, that local Union laws not affecting wages, hours or working conditions and the General Laws of the Union shall not be subject to Arbitration.

(h) 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.

(i) In discharge cases, the employee shall not be reinstated until and unless his or her reinstatement is ordered by the Joint Standing Committee or the Board of Arbitration, which shall determine the amount of compensation for time lost, and such compensation shall be paid immediately.

SEVERANCE PAY

31. (a) Severance pay does not apply to dismissal for cause.

(b) Severance does not apply to retirements.

(c) Upon dismissal for any other reason, an employee shall receive severance pay in cash in a lump sum equal to one (1) week's basic salary for each six (6) months of continuous service or major fraction thereof with a minimum of two (2) weeks' pay and up to a maximum of fifty-two (52) weeks' pay.

(d) Major fraction to mean more than thirteen (13) weeks.

(e) If any so affected employee is rehired following payment of severance pay, but before the expiry of the number of weeks so paid for:

(i) Any unexpired severance pay shall be repaid to the Company.

(ii) Reasonable terms of repayment shall be arranged if required by the employee.

(iii) The employee shall have deducted those expired weeks from their "continuous service" record.

(iv) If there are more than one so affected employees, recall will be on a seniority basis.

(f) If any so affected employee is rehired following payment of severance pay, but after the expiry of the number of weeks so paid for:

(i) The employee will be a "brand new" employee in all aspects of employment.

(ii) These employees have no right of recall.

(g) Procedures:

(i) A notice will be given to the Union as to the Company's desire to reduce position(s).

(ii) The notice will specify an effective date, to be not less than two weeks after the date of notice.

(iii) Employees will have the opportunity to "claim" the severance in priority order.

(iv) If more employees "claim" the severance than desired by the Company, seniority will apply. To be specific, the one (s) with the most seniority will be given the severance.

(v) If fewer employees "claim" the severance than desired by the Company, then the one(s) with the least seniority will be "forced" to accept the severance.

GENERAL LAWS

32. The Employer agrees to respect and observe the General Laws of the Union in effect at the time of signing of this Agreement.

JURY DUTY

33. When an employee is called for service as a juror or is subpoenaed as a crown witness he or she shall be paid the difference between the wages he or she receives and the amount of straight time earnings lost by him or her, by reason of such service. To qualify an employee must produce proof that his or her absence was due to serving as a juror or a crown witness and he or she must make himself or herself available for work whenever excused from appearing as a crown witness or from jury duty for one-half (1/2) day or more if scheduled for work on dayshift.

BEREAVEMENT LEAVE AND PAY

34. A regular employee will be granted three (3) days' leave of absence with pay between Monday and Saturday inclusive in the event of the death of a member of his or her family. Family is defined as; spouse, father, mother, son, daughter, brother, sister, step-mother, step-father, step-brother, step-sister, mother-in-law, father-in-law, grandparents, grandchildren, step-grandparents or step-grandchildren. For purposes of this section spouse includes common-law spouse or same sex spouse. One (1) extra day bereavement shall be allowed if the funeral outlined above is outside the province of British Columbia. In the event of a member's spouse or child, seven (7) days shall be granted with pay.

LEAVE OF ABSENCE

35. (a) The Company will grant, on written request, a leave of absence for employees who seek election to office in municipal, provincial or federal elections for the full period of the campaigning, subject to the following conditions:

(1) Leave will be without pay.

(2) Employees will remain on benefits up to a maximum of two (2) months.

(3) Union will cover leave of absence at straight time.

(b) The Company shall grant a leave of absence without pay or benefits for employees elected to a full time public office for the duration of the term for which they are elected.

PAYROLL SAVINGS

36. The Company agrees to make payroll deductions for the purchase of Canada Savings Bonds.

DUES CHECK-OFF

37. The Employer shall deduct Union membership dues weekly from the gross earnings of each member of the Union working for the Employer. Such funds deducted by the Employer will be held in trust and shall be remitted to the Union no later than the 10th day of each month following. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished the Employer by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Employer in the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECK-OFF
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA,
LOCAL 2000, DUES

To:

I hereby assign to the Communications, Energy and Paperworkers Union of Canada, Local 2000, and authorize you to deduct weekly from any earnings as your employee, and hold in trust an amount equal to all Union dues levied against me by the Union for each dues month following the date of this assignment.

I hereby authorize and request you to remit the amount deducted and held in trust to the Communications, Energy and Paperworkers Union of Canada, Local 2000, no later than the 10th of each month following.

.....
(Employee's Signature)

.....
(Date)

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #1
BETWEEN
COLLEGE PRINTERS LTD.**

**AND
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

WITH RESPECT TO HIRING OF APPRENTICES

IT IS HEREBY AGREED that the Company shall not hire any new apprentice during the term of the Collective Agreement without the consent of the Union, regardless of the journeyman-apprentice ratio.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #2
BETWEEN
COLLEGE PRINTERS LTD.**

**AND
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

WITH RESPECT TO SATURDAY WORK

IT IS HEREBY AGREED that in the event that the Globe and Mail requires a Sunday papers, the Saturday afternoon shift shall be as follows: Four (4) hours' work for eight (8) hours of straight time pay. Any work in excess of four (4) hours shall be at double time rates. It is understood that only one person will be required to work this shift and that work is not restricted to just the Globe.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #3
BETWEEN
COLLEGE PRINTERS LTD.**

AND

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

WITH RESPECT TO SUNDAY WORK

IT IS HEREBY AGREED that the Sunday afternoon shift shall be as follows: Four (4) hours' work for eight (8) hours of straight time pay. Any work in excess of four (4) hours shall be at double time rates. It is understood that only one person will be required to work this shift and that work is not restricted to just the Globe.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #4
BETWEEN
COLLEGE PRINTERS LTD.**

AND

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

**WITH RESPECT TO STATUTORY HOLIDAY SHIFTS ON
WHICH THE GLOBE AND MAIL IS PRINTED**

IT IS HEREBY AGREED that Situation Holders required to work a Statutory Holiday shift on which the Globe and Mail is printed shall work a shift comprised of six (6) hours and receive eight (8) hours straight time pay plus a day in lieu or double-time pay. Any additional hours worked over six (6) hours shall be paid for at the double-time rate.

Those employees wishing to bank day(s) in lieu of cash shall be given time off at a mutually agreed time with two (2) week's notice, which shall not be unfairly denied by the parties to this Agreement. The taking off of the above day(s) shall not conflict with the vacation schedule.

Any banked day(s) not scheduled shall be paid out in the first pay day in December.

Only one employee will be allowed to exercise their option at any one time under this provision.

It is further agreed that the Company may schedule any work between the Globe and Mail transmissions; however, when the work on the Globe and Mail is completed, employees will be allowed to leave and be paid for a full shift.

A substitute hired on a statutory holiday shift on which the Globe and Mail is printed shall be paid the straight-time rate for that shift.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #5
BETWEEN
COLLEGE PRINTERS LTD.**

AND

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

WITH RESPECT TO CHAPEL CHAIRMEN

IT IS HEREBY AGREED that the Chapel Chairman or his representative shall have the right to approve the hiring list as compiled by the foreman and shall further have the right to call members to work.

The chapel chairman and the scheduler shall meet and discuss the schedule on a weekly basis.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #6
BETWEEN
COLLEGE PRINTERS LTD.**

AND

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

WITH RESPECT TO HIRING OF APPRENTICES

IT IS HEREBY AGREED that the Company may hire an apprentice under the following conditions:

- (1) In the event of a lay off, the apprentice will be laid off in normal priority.
- (2) The apprentice will not affect journeymen's days off or starting times.
- (3) Contract rules will apply for the progression of the apprenticeship.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #7
BETWEEN
COLLEGE PRINTERS LTD.**

**AND
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

MISCELLANEOUS

- (a) There will be no time clock for composing room employees
- (b) Employees may hire competent replacement subs. Substitutes shall be paid four percent (4%) of wages earned for holiday pay plus percentage statutory holiday pay. Also the equivalent of the Employer contribution to the Health and Welfare Plan will be added to the basic rate.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

**LETTER OF AGREEMENT #8
BETWEEN
COLLEGE PRINTERS LTD.**

**AND
COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

NO LAYOFFS

In consideration of the enabling of the Company to receive data from all of its customers, the Company will ensure no layoffs to the existing complement of men currently working for the term of the contract.

- Armand Ouellette
- Don Musgrove
- Doug Fraser
- Norm Davies
- Leif Pedersen

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

LETTER OF AGREEMENT #9

BETWEEN

COLLEGE PRINTERS LTD.

AND

**COMMUNICATIONS, ENERGY and PAPERWORKERS
UNION OF CANADA, LOCAL 2000**

GLOBE

The Globe Equipment located at College Printers will only be operated by CEP members, or, if desired by the Globe, and after discussion with the Union, by Globe employees. However, during a labour dispute, no one shall operate the equipment located at College Printers.

IN WITNESS WHEREOF we have hereunto set our hands and seal

this.....day of..... 20.....

.....
For the Employing Printer

.....
For the Union

General Laws of the Communications, Energy and Paperworkers Union of Canada, Local 2000 Effective April 1, 1994

As used in the General Laws, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so includes.

ARTICLE I

Section 1. No employer shall employ an apprentice unless the employer has the equipment necessary to afford adequate training.

Sec. 2. Any person hired as an apprentice shall be at least sixteen years of age; and shall have satisfactorily passed an aptitude test given by the joint apprenticeship committee.

Sec. 3. The period of apprenticeship shall not exceed four years. The joint apprenticeship committee shall have authority to advance apprentices consistent with their ability to learn without approval of the Communications, Energy and Paperworkers Union of Canada, Local 2000.

Sec. 4. A local joint apprenticeship committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. The committee shall act to enforce the conditions of the agreement covering apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them. This committee shall have authority to vary training programs to meet the problems arising because of varying equipment of the shops under contract and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-around training as may be suited to the capacity of the apprentice.

Sec. 5. The foreman and chairman of the chapel shall see that the apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices are judged competent in one work classification they must be advanced to the next step in the established training program.

Sec. 6. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labour.

Sec. 7. No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the contract. Provided, when journeymen choose not to make themselves available in sufficient numbers to meet contract commitments, the ratio may be waived by permission of the local union. At no time shall an apprentice have charge of a department, class of work, or any other employee.

Sec. 8. Apprentices in military or naval service shall be counted as apprentices employed for the purpose

of determining the number of apprentices permitted, unless the contract provides to the contrary.

Sec. 9. No apprentice shall leave one office and enter that of another employer without the written consent of the joint apprenticeship committee.

ARTICLE II

Section 1. None but journeymen or apprentices may be employed to perform all work within the jurisdiction of the union. The foreman shall be a journeyman.

Sec. 2. The foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of Article V, General Laws.

Sec. 3. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted Communications, Energy and Paperworkers Union of Canada, Local 2000 laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the National as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

Sec. 4. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The journeyman with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first provided, the journeyman to be discharged may claim any other work in the office such journeyman is competent to do which is being performed by a journeyman with lower priority standing; provided further, a journeyman claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 5. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which a decrease is necessary.

Sec. 6. A journeyman discharged to reduce the force shall be re-employed, either as a regular or extra, upon work such journeyman is competent to perform in the order of priority standing.

Sec. 7. In offices where departments are recognized a journeyman declared incompetent in one department shall not be denied the privilege of

seeking employment in another department nor be barred for incompetency within the meaning of Section 9 of this article, while there is work in another department such journeyman is competent to perform.

Sec. 8. A journeyman discharged for any reason, may demand and the foreman shall give in writing the reason for discharge: provided, such demand shall be made within seventy-two hours after the journeyman is informed of discharge.

Sec. 9. A journeyman who has been discharged and who believes such discharge to be illegal or unjust shall have the right to appeal to the local union in the manner provided by the laws of such local union. If the local union orders reinstatement the decision must be complied with until reversed. When a local union has made specific provisions in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A journeyman who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

Sec. 10. A foreman shall not designate any particular day, nor how many days a journeyman shall work in any one week; provided, the journeyman must engage a substitute when absent. Any journeyman covering a situation is entitled to and may employ in his stead whenever so disposed any competent journeyman without consultation or approval of the foreman: provided, local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods of severe unemployment emergencies, with the consent of the Union Officers, may establish provisions for equitable distribution of subbing among eligible substitutes.

Sec. 11. A foreman shall not be permitted to select the force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Sec. 12. Where contracts or agreements provide for holidays with pay, the foreman shall not be permitted to change regular off-days to such holidays in order to evade payment for the holiday.

Sec. 13. Except as provided in Section 2, Article 1, an employee's age shall not be a factor in employment or separation from employment.

Sec. 14. No journeyman shall be required to submit to a physical examination as a condition of employment.

ARTICLE III

Section 1. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

Sec. 2. When departments are not recognized an employee shall not be discharged to reduce the force or for incompetency while there is work in the office such employee is competent to perform and to which such employee is entitled by priority.

Sec. 3. When departments are recognized by agreement no transfer shall be made except in emergencies: provided, when all available extras are hired in any department transfers may be made into that department.

Sec. 4. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of journeymen seeking work as extras. The hiring of more journeymen than are needed in one class of work or department and later transferring journeymen from this class of work or department to work which could have been done by others not hired, but entitled thereto because of their priority is discriminatory.

Sec. 5. Transfers are not required to permit journeymen to exercise priority upon a vacancy either regular or extra, which the journeyman is not qualified to fill: provided, transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of journeymen desiring to engage a substitute.

Sec. 6. Journeymen transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other journeymen of work to which they are by priority entitled.

ARTICLE IV

Section 1. Local unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a local union of the Communications, Energy and Paperworkers Union of Canada, Local 2000, and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employees may refuse to handle the work classified as struck work.

ARTICLE V

Section 1. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Sec. 2. Local unions shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeymen at all times. The priority standing of a journeyman shall stand as recorded.

Sec. 3. No journeyman shall hold priority in more than one office nor shall a journeyman retain priority standing or a situation in an office if such employee performs work over which the

Communications, Energy and Paperworkers Union of Canada, Local 2000 has jurisdiction, either supervisory or mechanical, in another printing office whether or not the journeyman is interested financially or otherwise in said office: provided, that in the event of a strike or lockout involving a substantial number of journeymen, the local union where such strike or lockout exists may adopt a law that will provide that journeymen involved may establish priority rights in another chapel in the same jurisdiction, and in the event of a settlement of said strike or lockout may relinquish priority so established and be granted their former priority standing in the struck or locked out plant: provided further, local unions may establish regulations whereby journeymen may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may excuse journeymen who accept such temporary work from giving it out as overtime to any journeyman who refused to accept such temporary work.

Sec. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve month period without loss of situation or priority: provided, journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

Sec. 5. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to accept temporary employment in another office without loss of situation or priority standing while attending an approved technical training facility. Such employment shall be on a non-priority basis and journeymen exercising this privilege shall employ the competent priority substitute.

Sec. 6. Any journeyman engaged to serve the Communications, Energy and Paperworkers Union of Canada, Local 2000, a local union, or to perform work in the interest of the organized labour movement, shall employ while absent the first available competent priority substitute. Journeymen performing aforesaid work, or any journeyman incapacitated by illness, shall not suffer loss of situation or priority standing while so employed or so incapacitated, in the event a substitute is not available. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder whose priority is protected under the provisions of this section or other sections of Union laws or contracts. Local unions shall adopt laws specifying the time, which shall be not less than thirty nor more than ninety calendar days, after which such new situation shall be filled. Should a substitute with greater priority become available, such substitute shall be placed on said situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

Sec. 7. Journeymen and apprentices admitted as residents of the Union Printers Home and journeymen and apprentices in the armed forces of Canada or those who may engage in war work for the Red Cross, or other similar accredited agencies shall have their priority and/or situations protected for such time as they are so engaged: provided, journeymen serving in the armed forces whose priority is protected under the provisions of this section may, while so engaged, seek work within

the jurisdiction of a sister local subject to conditions prescribed by the Union Officers.

Sec. 8. Journeymen and apprentices in the Reserve of the armed forces of Canada, or other such organizations, shall have their priority protected while serving tours of active duty with such organizations in time of peace: provided, when priority is protected under Sections 6 or 7 of this article, a journeyman or apprentice shall be considered to have full-time employment at the printing trade except when all available substitutes have been hired and such journeymen are eligible to cancel accumulated overtime of other journeymen only when voluntarily granted.

Sec. 9. A foreman employed from outside the shop shall accumulate no priority standing during period as foreman.

Sec. 10. A journeyman with established priority in an office may work for the same firm performing work other than work within the jurisdiction of the union without loss of priority in the composing room or the mailing room.

ARTICLE VI

Section 1. Five shifts shall constitute a situation and no employee performing any work within the jurisdiction of the union shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a shorter work week of no more than eight hours per shift. All time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman or apprentice may work an additional shift in excess of the contractual work week at less than the overtime rate.

Sec. 2. Not less than time-and-one-half of the individual's hourly rate of pay shall be paid for any shift worked in excess of the number established as a regular situation within a financial week. When a journeyman or apprentice is required to work on a regular off-day or off-night not less than the individual's overtime rate shall be paid for such work performed.

Sec. 3. Employees required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all excess time. The overtime rate shall be not less than one and one-half times the employee's hourly rate for the shift on which work is performed. A foreman performing executive or clerical work exclusively is not subject to overtime laws. A foreman who does any work within the jurisdiction of the union at any time is subject to the overtime laws. In extreme emergencies, such as fire, flood or disaster, the overtime rate may be waived by the local union as the contracting party.

Sec. 4. Where journeymen work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be classed as overtime at the ratio of day for day.

Sec. 5. Local unions shall have full authority and the responsibility to adopt regulations for the complete government of overtime.

ARTICLE VII

Section 1. Establishing or maintaining situations composed of less than the number of shifts constituting a week's work as provided in Section I, Article VI, General Laws, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another journeyman as an extra to perform work which the situation holder is competent to perform and is entitled to by priority is prohibited.