

COLLECTIVE AGREEMENT

between

THE DAILY COURIER,

**a division of the Okanagan Valley Newspaper Group,
wholly owned by Continental Newspapers (Canada) Ltd.**

and

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

Effective June 6, 2008 to June 5, 2012



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THIS AGREEMENT made and entered into this 6th day of June, 2008 by and between

THE DAILY COURIER
a division of the Okanagan Valley Newspaper Group,
wholly owned by Continental Newspapers (Canada)
Ltd.

(PARTY OF THE FIRST PART, and hereinafter
sometimes referred as the "Employer")

AND

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 2000

(PARTY OF THE SECOND PART, and hereinafter
sometimes referred to as the "Union")

ARTICLE 1 – TERM OF AGREEMENT

1.01 Term of Agreement to be four (4) years from June 06, 2008 to June 05, 2012. This Agreement shall remain in full force and effect and thereafter until terminated in accordance with the Labour Laws of the Province of British Columbia.

ARTICLE 2 – OBLIGATION TO SUPPLY MEN

2.01 The Employer agrees to employ none but members of the Union in good standing to perform all work within the jurisdiction of the Union. New employees and any other employees employed after the effective date of this Agreement within the bargaining unit defined herein shall be required to become members of the Union as a condition of employment 30 days following the beginning of such employment, except as specified elsewhere in this Agreement.

ARTICLE 3 – PROPOSALS FOR A NEW AGREEMENT

3.01 If either party hereto wishes to propose amendments to this Agreement or a new Agreement to take the place of this one upon its expiration, it shall notify the other party in accordance with the Labour Laws of the Province of British Columbia. In the event that no agreement is reached prior to the expiration of the 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 Employer legally locks out the employees.

ARTICLE 4 – INTERPRETATION AND GRIEVANCE PROCEDURE

4.01 Within thirty (30) days of signing date of this Agreement the Employer and the Union shall each appoint two members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of vacancy on this Committee from any cause the party not fully represented shall

immediately appoint a new member to fill such vacancy.

4.02 If any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, the members of the Committee shall be notified in writing within fifteen (15) days of the cause of the complaint by the executive officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice. All work shall continue without interruption and in the usual manner pending proceedings looking to conciliation or arbitration of such differences, and the wages, hours, or working conditions prevailing prior to the cause of the difference shall be preserved unchanged, and work shall continue in the usual manner until a final decision of the matter at issue shall be reached.

4.03 If a decision is reached on an issue by the Joint Standing Committee, it shall be binding on both parties for the duration of this Collective Agreement.

4.04 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 arbiter he shall be selected by the Minister of Labour of the Province of British Columbia.

4.05 The Arbiter shall conduct the hearing within twenty (20) days from the date on which either party requested arbitration.

4.06 Within thirty (30) days of completion of hearings the arbiter shall render his decision.

4.07 The arbiter's decision shall be final and binding on both parties; however, in no event shall the arbiter have the power to alter or amend this Agreement in any respect.

4.08 In discharge cases, the employee shall not be reinstated until and unless his reinstatement is ordered by the Joint Standing Committee or the arbiter, who shall determine the amount of compensation, if any, for time lost, and such compensation shall be paid to him on his next regular pay day.

4.08 Whenever a stipulate time is mentioned in this article, the said time may be extended by mutual consent of the parties or their representatives.

ARTICLE 5 – JURISDICTION

5.01 The jurisdiction of this contract extends over the following: all printing presses in the plant operated by the Employer including, but not limited to, offset,

gravure and letterpress printing presses and associated devices and also over offset plate making.

5.02 In the event of the introduction of any new equipment, machinery or process which replaces or is a substitute for, or evolution of, present equipment, machinery or processes, employees covered by this Agreement will perform all work within the jurisdiction of the Union regardless of the method, equipment or materials when used in the performance of such work, and regardless of where the work is to be performed. When the retraining of journeymen is required, the Employer agrees to give the Union at least two (2) months' advance notice of such introduction and further agrees to provide journeymen and apprentices with adequate equipment and an opportunity to become proficient on all such equipment, machinery or processes; provided however, the Employer need not train more journeymen than may be required to meet the needs of the operation; provided further, other members may train in their own time.

5.03 With respect to 5.02, no member shall be discharged for incompetency who has not been afforded reasonable time and opportunity to become proficient.

ARTICLE 6 – HOURS AND WAGES

6.01 A week's work shall consist of: 38.75 hours – five days or 36.25 hours - five nights; night shifts will work 7.25 hours and be paid for 7.75 hours.

6.02 Exclusive of the lunch period, any seven and three quarter (7.75) consecutive hours between 7:00 a.m. and 5:00 p.m. (Monday through Saturday) shall constitute a day's work.

6.03 Exclusive of the lunch period, any seven and one quarter (7.25) consecutive hours between 5:00 p.m. and 1:00 a.m. (Monday through Saturday) shall constitute a night's work.

6.04 Any shift starting after 1:00 a.m. and/or finishing between 1:00 a.m. and 7:00 a.m. shall constitute a graveyard shift.

6.05 II Journeymen shall receive not less than:

Effective June 06, 2008	\$26.47 per hour
Effective June 06, 2009	\$27.13 per hour
Effective June 06, 2010	\$27.81 per hour
Effective June 06, 2011	\$28.64 per hour

6.06 Flyboys shall receive not less than the following percentage based on the Journeyman scale for day and night work:

First Year	50%
Second Year	55%
Third Year	57.5%

6.07 Any shift starting after 6:00 p.m. shall be paid the flat shift differential of 10% per hour over the day rate.

6.08 When work is done partly in two shifts, the higher rate shall apply for the full shift.

6.09 When a charge hand or assistant foreman is in charge of a shift, he is to be paid 10% above the journeyman rate for that shift. When the foreman is absent, a charge hand or assistant foreman shall be designated.

6.10 Payment of wages shall be bi-weekly by electronic funds transfer.

ARTICLE 7 – SUNDAYS AND STATUTORY HOLIDAYS

7.01 All work performed by day shifts on Sundays or holidays or by night shift prior to holidays shall be paid for at double price. In addition, the employee will have a day in lieu, with pay, which may be taken at a mutually agreeable time. The company will provide a list of all outstanding time under this section on January 15th of the year following. All unused time must be taken by the end of the calendar year. For work performed on December 25th, an employee shall in addition to being paid double time for the entire shift and day off in lieu, be allowed to leave once their scheduled work is completed.

7.02 Provided that where a regular Sunday shift is worked it shall be paid at regular rate and another day off shall be designated in lieu thereof and shall be paid for at double time if required to be worked. Such lieu day shall be the seventh shift worked in any week.

7.03 The following days (or days celebrated in lieu of any of them) shall be considered holidays:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Columbia Day	British Labour Day
Armistice Day	Thanksgiving
Christmas Day	Boxing Day
Employee's Birthday	

Any additional day proclaimed as a statutory holiday by the Provincial or Federal Government(s) and observed by a majority of retailers in the retail trading zone and any other holidays recognized by the Employer by not publishing shall be treated in the same manner as the aforementioned holidays.

7.04 The statutory holidays named above will be paid whether they fall in a working week or not.

7.05 All situation holders and apprentices scheduled to work on above-named holidays shall receive straight-time pay when not required to report.

7.06 A situation holder or apprentice failing to receive a paid statutory holiday by reason of the holiday falling on his day off or during a paid vacation shall receive another day off in lieu of such holiday missed. Such day off may be taken in conjunction with the employee's off day or be added to his annual vacation, by mutual agreement of the employee and the foreman.

7.07 Part-time and casual employees who have been employed for thirty (30) days or more shall receive statutory holiday pay on the following basis:

1. An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the 30-day period (excluding overtime) by the number of days worked.

2. An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30-day period (excluding overtime) by 15.

ARTICLE 8 – VACATIONS WITH PAY

8.01 Employees who have less than one (1) year service shall receive a one (1) day holiday with pay for each sixteen (16) shifts worked or major fraction thereof.

8.02 Employees having one (1) or more years service shall be entitled to fifteen (15) days vacation with fifteen (15) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive a one day holiday with pay for each eleven (11) shifts worked, or major fraction thereof.

8.03 Employees having seven (7) or more years service shall be entitled to twenty (20) days vacation with twenty (20) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive a one day holiday with pay for each eight (8) shifts worked, or major fraction thereof.

8.04 Employees having fourteen (14) or more years service shall be entitled to twenty-five (25) days vacation with twenty-five (25) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive a one day holiday with pay for each seven (7) shifts worked, or major fraction thereof.

8.05 Employees having twenty-five (25) or more years service shall be entitled to thirty (30) days vacation with thirty (30) days pay provided they have worked a minimum of one hundred and sixty-five (165) shifts for the Company. Such employees working less than one hundred and sixty-five (165) shifts shall receive a one day holiday with pay for each six (6) shifts worked, or major fraction thereof.

8.06 Situation holders, substitutes and apprentices shall receive a one day vacation credit for each day lost due to personal illness, but excluding absence which is compensated under the Long Term Disability Plan for more than one year, while on jury duty, while in receipt of Workers' Compensation, while acting for the Union on Company-Union business.

8.07 Each employee shall receive his or her full-earned vacation in the calendar year that the anniversary date is reached. 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.

8.08 Vacation pay scale in each case shall be straight-time weekly rate (including any bonuses or premiums, if any) currently paid to the employee or two percent (2%) of the previous year's T4 slip for each week of vacation, whichever is greater.

8.09 The full 52 week year shall be made available for vacation periods, but not more than one journeyman or apprentice shall be absent on vacation at any one time.

8.10 It is agreed that replacement of employees on vacation shall be at the discretion of the Employer.

8.11 If an employee is called back to work during his vacation period, he shall be allowed one week extra vacation with pay and all time worked during the call-back shall be paid for at double-time rates.

8.12 Vacation schedules must be completed prior to March 17 of each year.

ARTICLE 9 – OVERTIME

9.01 All time worked before or in excess of the hours established for a day's or night's work, or in excess of the hours established for a week's work, shall be paid for at the rate of time and one-half for the first two hours and double time after two hours, based on the hourly wage paid. Work performed on a sixth shift shall be paid at double time.

9.02 Overtime rates to be based on the hourly rate received by the individual, including bonuses or

premiums. This rate applies to the shift the individual is working the overtime.

ARTICLE 10 – APPRENTICES & FLYBOYS

10.01 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 training of 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 such conditions outlined herein.

10.02 Applicants for apprentice positions shall serve a sixty (60) day probationary period and shall then become members of the Union after which they will serve a four (4) year apprenticeship and complete the requirements as outlined in the Constitution and Laws of the CEP Local 2000 before becoming journeymen pressmen.

10.03 An apprentice shall not be allowed to work without a journeyman pressman being employed on that day.

10.04 When an apprentice has finished his time he may, at his discretion, continue to be employed as an apprentice at the end rate until such time as a Journeyman position becomes available in the plant.

10.05 All apprentices shall receive the following percentage based on the journeyman’s scale for day and night work:

	<u>1st Six Months</u>	<u>2nd Six Months</u>
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

10.06 It is agreed that all present apprentices shall continue in their apprenticeship to graduation and thereafter shall maintain a position within the jurisdiction of the Union.

10.07 No further apprentices will be hired except by mutual consent of the parties.

10.08 Flyboys’ duties shall consist of flying the press, tying, washing blankets and pipe rollers, greasing, stripping of rolls, handling rolls and stock and general cleanup around the press.

ARTICLE 11 – STRUCK WORK

11.01 The Union reserves the right to its members to refuse to execute all work received from or destined for struck offices, publications or unfair employers where lockouts or strikes recognized or authorized by the Communications, Energy and Paperworkers Union of Canada, Local 2000 are in effect or under

circumstances which make the employer an ally of the struck or unfair employer.

It is not intended that this section apply to advertisements received prior to notice to the Employer of such strike or lockout.

ARTICLE 12 – LUNCH

12.01 A lunch period of not less than one-half (1/2) hour shall be provided not more than four and a half (4 1/2) hours from starting time and not less than three and one-half (3 1/2) hours after starting time except in the case of production emergency.

ARTICLE 13 – FOREMAN

13.01 The foreman of the pressroom shall be the judge of a man’s competency on the basis of work performed. He shall employ, supervise and control all employees in the pressroom and discharge for cause that he deems sufficient. Upon request of the Union, the foreman shall immediately give the reason for discharge in writing.

13.02 A discharged employee shall have the right to challenge through the grievance procedure the fairness of any company rule or ruling which is applied to bring about his discharge.

13.03 The Employer agrees to consider members of the chapel for the position of foreman, if open.

13.04 The foreman must be a member of the Union.

13.05 The foreman shall be exempt from priority claims as to starting times, days off and vacation scheduling.

ARTICLE 14 – PRIORITY AND LAYOFF

14.01 Priority members shall have the choice of new shifts, new starting times, days off and vacations, provided no changes shall be made which measurably decrease the efficiency of the office.

14.02 The Employer shall give the Union two weeks notice of intention to reduce the regular staff. When a regular employee in the pressroom intends to leave the employ of the Employer he shall give two weeks notice.

14.03 In the event of a reduction in the size of the staff, those with the least continuous service with the Employer as journeyman shall be the first to be laid off.

14.04 In the event of a subsequent increase in the size of the staff, the men shall be re-employed in the reverse order.

14.05 The Employer shall give the chapel chairman one weeks notice of intention to change an

employee's regular day off and 72 hours notice of intention to change a starting time.

14.06 No employee shall be employed for less than a full shift except when discharged for cause or excused at his own request.

14.07 No employee shall be required to commence work at more than two different starting times in a financial week.

ARTICLE 15 – HEALTH AND SAFETY

15.01 There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work done in the pressroom. The Union reserves the right to secure the services of sanitation and ventilation experts, at its own expense, whose report shall be submitted to the Union and the Company.

15.02 Clean, operative and stocked washrooms will be provided.

15.03 All members of the Union shall assist in every way in their power to keep the pressroom in a clean and healthful condition.

15.04 The Company shall provide all safety clothes and accessories, excluding safety shoes, that the Company requires the employee to wear.

15.05 Each situation holder shall be allowed an annual allowance (payable January of each year) of one hundred dollars (\$100) toward the purchase of safety footwear, and three hundred dollars (\$300) toward the purchase of work clothing.

ARTICLE 16 – LABEL

16.01 The Employer shall be entitled to the use of the Allied Printing Trade Council Label insofar as the pressroom is concerned. In the event of the non-existence of the Allied Label, the Employer shall be entitled to use the individual label of the CEP on his products.

ARTICLE 17 – CONSOLIDATION OR SUSPENSION

17.01 In the event of consolidation or suspension, all employees affected shall receive severance pay in a lump sum equal to one (1) weeks salary for each year of service to a maximum of thirty-five (35) years, with a minimum of fourteen thousand (\$14,000) dollars.

ARTICLE 18 – STAFFING

18.01 Subject to the conditions set out in this article, it is agreed that a minimum of five (5) members of the Union shall be scheduled for each shift, exclusive of the foreman and flyboys. In the event that a crew member is unavailable, the Union shall endeavour to obtain a qualified substitute. In no event shall this provision prevent the running of the press. Two positions (one on each shift) can be

covered by an apprentice. When there are ten journeymen and an opening occurs, an apprentice may be hired.

18.02 If the Union is unable to secure a substitute or member to cover for unscheduled absences (three (3) days maximum) at straight time, as outlined in 18.01, the shift can be covered with four (4) members if the press run has three (3) process colour leads or less.

18.03 Should the company decide to have a dayshift production run three (3) members of the Union shall be scheduled, one of which can be the foreman and one of which can be an apprentice, exclusive of flyboys, as long as not more than three (3) webs, two (2) of which can be process colour leads, are running.

18.04 In the event of a significant decrease in the volume of pressroom work the number five (5) outlined above in 18.01, as monitored over a comparative six (6) month period (or shorter period if the parties mutually agree), can be reduced to four (4) members of the union for each shift, exclusive of the foreman and flyboys. In the event of an increase of pressroom work, the number four (4) above, as monitored over a comparative six (6) month period (or shorter period if the parties mutually agree), can be increased to five (5) members of the union for each shift, exclusive of the foreman and flyboys

18.05 Maintenance will be done when running time permits.

ARTICLE 19 – JOB SECURITY

19.01 The Company agrees that if it becomes necessary to terminate the employment of any member due to technological change or upon introduction of any equipment or process, said displaced member shall receive one weeks salary for each year of service to a maximum of thirty-five (35) years with minimum of fourteen thousand (\$14,000) dollars, in addition to all other credits due.

ARTICLE 20 – SICK LEAVE

20.01 All regular employees who have been in the employ of the Employer for one year or more, shall be entitled to two (2) weeks sick leave with pay per year. Other employees and substitutes during their first year of employment shall be entitled to a one day sick benefit for each 52 days worked provided they would normally have been employed on the day they were sick.

20.02 In the event that the full period of sick leave in any one year is not used up, such unused periods of sick leave shall be accumulative up to a period of 30 shifts.

20.03 Accumulated sick leave may also be used (at the employee's option) to make up the difference

between the weekly indemnity benefits received and the employee's normal take-home pay.

20.04 The Employer agrees to continue as a participating employer of the Printing Industry Welfare Plan All employees shall be covered by the printing industry vision care program. Vision care coverage shall be eye examinations (no maximum) and three hundred and fifty dollars (\$350) every two years towards the cost of eye glasses and lenses, which can also be used towards the cost of laser surgery.

20.05 Effective January 01, 2001 all employees and their dependants shall be covered under the Printing Industry Dental Plan. Plan currently pays: Part A – 80% coverage; Part B – 50% coverage and Part C – 50% coverage with a lifetime maximum of \$2,000 for C coverage. Coverage C, Orthodontics is for dependants only.

20.06 The Employer shall contribute eighty-five percent (85%) of the cost of benefits for each employee covered by this agreement and eligible to be covered under the said Welfare Plans through the Employer.

20.07 All employees covered by this agreement and eligible to be covered under said Welfare Plans through the Employer shall contribute fifteen percent (15%) of the cost of benefits through payroll deduction to be made from their pay by the Employer.

20.08 In any event, any combination of payments under this section shall not exceed 100% of normal wages.

20.09 Sick leave can be used to tend for sick children, stepchildren, spouse, common-law spouse, in-laws, parents or stepparents who live in the employee's home.

20.10 Fathers may use up to five (5) days of sick leave for paternity leave between the time labour starts and one-month after birth.

20.11 If the Company requires a Doctor certificate for a sick claim then the Company shall be responsible for any fee charged for the certificate.

ARTICLE 21 – RIGHTS AND REGULATIONS

21.01 The rights and regulations of the parties hereto covered by the terms of the Agreement, which are paramount. The Employer agrees to respect the conditions prescribed by the By-Laws and Rules of Order of the Communications, Energy and Paperworkers Union of Canada, Local 2000, as revised and adopted September 1993 (a copy of which is attached), where they cover matters not otherwise covered in this Agreement and the Union recognizes the Employer's right to establish office rules which shall be posted by the Employer in a conspicuous place where they can be read by the employees and

which in no way shall abridge the civil rights of the employees

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

ARTICLE 22 – JURY DUTY

22.01 An employee called for jury service or a crown witness under subpoena shall receive the difference between the jury duty rate or witness rate and the amount of straight-time earnings lost by reason of such service. To qualify, an employee must produce proof that his absence was due to serving as a juror or witness and he must make himself available for work whenever excused from jury duty for one-half (½) day or more.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 An employee will be granted four (4) days leave of absence with pay between Monday and Sunday inclusive, for the purpose of making funeral arrangements and/or attending said funeral in the event of the death of a member of the immediate family, which includes all in-laws. The term "immediate family" shall mean: mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, grandparents and grandchildren. One additional day to be added for out of province funerals. In the event of the death of an employee's spouse or child, the employee shall be granted five days' paid leave.

ARTICLE 24 – CANADIAN MULTI EMPLOYER PENSION PLAN FOR THE GRAPHIC ARTS MEDIA

24.01 The Employer agrees to contribute to the Canadian Multi Employer Pension Plan for the Graphic Arts Media (formerly the GCIU Retirement Fund for Canada) and hereinafter sometimes referred to as the Plan. Effective on June 6th, 2008 \$9.20 per straight-time shift for each employee covered by this Agreement, for the purpose of providing pensions on retirement, death benefit and other related benefits for covered employees of the Employer and other contributing Employers. Effective June 6, 2010 the Employer agrees to increase contributions to \$9.70 per straight-time shift for which an employee receives compensation (e.g., vacations, holidays, disability insurance, bereavement leave, sick leave, jury duty). The Plan is jointly administered by the Trustees.

24.02 Contributions shall be made by cheque, money order or similarly recognized medium or exchange and shall be made payable in Canadian funds and forwarded, c/o The Administrator, The Employee Benefit Plan Services Limited, 45 McIntosh Drive, Markham, Ontario, L3R 8C7 no later than the

15th day of the following month, together with reports on forms to be furnished by the Plan.

24.03 Title to all monies paid into the Plan shall be vested and shall be held exclusively by the Trustees for use in providing the benefits under the Plan and paying its expenses.

24.04 Notwithstanding, the Employer's sole liability, as to pension benefits for its employees covered by this collective bargaining agreement is limited to its negotiated contributions to the Canadian Multi Employer Pension Plan for the Graphic Arts Media. The Publisher specifically assumes no responsibility for the benefits promised the participants and the Canadian Multi Employer Pension Plan for the Graphic Arts Media by the Trustees, the CEP or their advisers.

ARTICLE 25 – COMPENSABLE ACCIDENT

25.01 In the case of an industrial accident, the Company will pay the difference between the injured employee's net wages (after deductions) and Workers' Compensation Board rates.

ARTICLE 26 – DUES CHECK-OFF

26.01 The Employer shall deduct membership dues weekly from the earnings of each member of the Union working for the Employer and shall remit said funds to the Union before the 15th day of the month following. Membership dues shall be deducted from members' earnings in accordance with the schedule 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:

CHECK-OFF CARD

I, _____ being an employee of _____ and a member of the Communications, Energy and Paperworkers Union of Canada, Local 2000, hereby authorize and direct the _____ to deduct from my wages and pay to the above named Union on or before the fifteenth day of each calendar month the amount of 2% of my gross earnings, excluding any amounts earned as sick pay or Workers' Compensation.

SIGNED _____
ADDRESS _____
DATE _____

ARTICLE 27 - MISCELLANEOUS

27.01 When a machine is being operated, at least one other person knowledgeable in the use of the machine shall be present in the immediate working area.

27.02 It is agreed that subsection (2) and (3) of Section 50 of the Labour Code of British Columbia shall be inoperative and shall not be applicable to this Agreement.

ARTICLE 28 – LEAVES OF ABSENCE

28.01 If an employee is elected or appointed to a Local 2000 Table Officer position, upon the member's request, s/he shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave. Only one employee of the Okanagan Valley Group will be entitled to such leave at any one time.

IN WITNESS WHEREOF, we have hereunto set

our hands and seal this _____ day
of _____, 2009.

For the Employer

For the Union

LETTER OF UNDERSTANDING #1

Re: Compressed Work Week

Notwithstanding the Hours of Work provisions outlined in Sections 6 (a) (b) and (c) of the Collective Agreement, should a compressed work week be determined by management to be feasible to meet the needs of the business, the parties may, by mutual agreement, meet and determine the most appropriate shift schedule to handle the available work.

A compressed workweek will involve work shifts on not more than four (4) days or nights in one week or such other schedule(s) as may be agreed by the parties. Such compressed workweek will comprise of four (4) shifts of 9.25 hours (including any lunch break of up to one-half hour) totalling 37 hours of paid time over the four (4) shifts for regular employees.

In order to meet the needs of the operation as work demands fluctuate; the compressed workweek may be altered from time to time as agreed to by the parties.

Either party may forego the compressed workweek and revert to the hours of work as per the provisions of the Collective Agreement on the serving of two (2)

weeks written notice to the other party. It is understood that should the Union decide to forego the compressed work week the company shall not be penalized with overtime costs (if any) that may result during the transition to the hours of work in the Collective Agreement.

When compressed workweek is in effect the following changes to other Articles of the Collective Agreement will apply:

Article 6

Day shift (at regular rates) shall be any shift between the hours of 9:00 a.m. and 6:15 p.m. Any shift starting after 6:00 p.m. shall be paid the flat shift differential of 10%, in addition to the regular (day shift) rate for all hours worked after 6:00 p.m.

Article 7

Sunday overtime premium will not apply for regularly scheduled shifts when a compressed workweek is in effect.

In the case of all statutory holidays the night prior to the holiday shall be the off shift. The off day for the day shift shall be the day of the holiday.

Article 8

(8.01) The reference to 16 shifts will change to 13 shifts when on a four-day workweek.

(8.02) The reference to 15 days vacation will change to 12 days when on a four-day workweek.

The reference to 165 shifts will change to 132 shifts when on a four-day workweek.

The reference to 11 shifts will change to 9 shifts when on a four-day workweek.

(8.03) The reference to 20 days vacation will change to 16 days when on a four-day workweek.

The reference to 165 shifts will change to 132 shifts when on a four-day workweek.

The reference to 8 shifts will change to 7 shifts when on a four-day workweek.

(8.04) The reference to 25 days vacation will change to 20 days when on a four-day workweek.

The reference to 165 shifts will change to 132 shifts when on a four-day workweek.

The reference to 7 shifts will change to 5 shifts when on a four-day workweek.

(8.05) The reference to 30 days vacation will change to 24 days when on a four-day workweek.

The reference to 165 shifts will change to 132 shifts when on a four-day workweek.

The reference to 6 shifts will change to 5 shifts when on a four-day workweek.

Article 9.01 Work performed on a fifth shift shall be paid at double time.

Article 12 It is understood that lunch breaks will not be scheduled during the paid work shift. Should there be a natural break in the production schedule during the work shift, the employees will be allowed to shut down the press for up to one-half hour for a lunch break.

If there is not a natural break in the production schedule the press will not be shut down to provide a lunch break. In this situation staggered lunch breaks of up to one-half hour will be taken by the employees as work loads permit during the shift so as to avoid shutting down the press for such breaks to maintain production schedules and press deadlines.

Article 20

(20.01) The reference to 52 days worked will change to 42 days worked when on a four-day workweek.

(20.02) The reference to 30 shifts will change to 24 when on a four-day workweek.

Article 23

The reference to 4 days will change to 4 shifts if on a four-day workweek.

The reference to 1 additional day will remain when on a four-day workweek.

The reference to 5 days will change to 5 shifts when on four-day workweek.

Article 24

Contribution to the pension fund will be calculated on a five shift basis and then pro-rated over the number of shifts the employee works in a week to ensure there is no weekly loss of contributions to the pension plan for the employee.

Signed this _____ day of _____, 2009.

For the Employer

For the Union

LETTER OF UNDERSTANDING #2

Re: Inside subs

The parties agree as follows:

1. The bottom position on the regular board will be classified as a temporary full time position in order to cover for Mike Woloshyn who is currently on long-term disability.

2. The parties agree that should Mike Woloshyn return to the work force in the future, the bottom position on the regular board will be bumped from his position into the position of inside substitute.

3. If the bottom position on the regular board is changed for the specific reasons stated above, that person would not receive monies otherwise payable under Article 19.01 of the Collective Agreement.

4. The Employer will hire one inside substitute. The inside substitute will be a qualified journeyman pressman who will receive all benefits under the collective agreement, following the qualification date required by the benefits provider. The inside substitute is not a regular employee.

5. It is agreed that lieu days, long term disability, WCB, leaves of absence and extended short term disability will not create an overtime shift. For purposes of interpretation of this letter of agreement and the terms and conditions herein, extended short term disability is defined as a period exceeding two weeks.

6. Inside substitutes would cover vacations, WCB and extended short term disability in priority to covering lieu days or leaves of absence. To clarify, on the day of a WCB injury, the Union will first call the inside substitute, if available and secondly an outside substitute. Should no substitutes be available a regular pressman will be called.

7. With the lieu days, LTD, WCB, extended short term disability and leaves of absence not being allowed to cause an overtime shift, any member who was scheduled for a lieu day or leave of absence would have it cancelled, if an overtime shift was required. In the event that the union was unable to notify the member before the start of the shift, then the chapel would cover the shift at straight time for the lieu day or leave of absence, thereby not causing an overtime shift to be required.

8. The parties agree the hiring of an inside substitute will assist both parties in fulfilling the day to day operations of the press. The parties confirm their agreement to allow for one inside substitute, while both acknowledging that the need for additional inside substitutes may be a matter for discussion and negotiation in the future, based on the practical

requirements of the parties in order to meet the needs of the employer.

9. This Agreement does not affect the rights and obligations of the parties under the Collective agreement and specifically, Article 18.

Signed this _____ day of _____, 2009.

For the Employer

For the Union