

**MEMORANDUM OF AGREEMENT
ON EMPLOYER NEUTRALITY AND UNION ORGANIZING
BETWEEN
GRAPHIC COMMUNICATIONS CONFERENCE / INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AFL-CIO, CLC
AND
QUEBECOR WORLD, INC.**

WHEREAS, QUEBECOR WORLD INC. (hereafter, "the Company" or "the Employer") and the GRAPHIC COMMUNICATIONS CONFERENCE / INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, CLC (hereafter, "the Union") agree that it is in the mutual interest of the parties to cooperate to achieve a relationship that recognizes and advances their respective goals and objectives; and

WHEREAS, the Company and the Union also recognize the need to build a relationship based on trust and mutual respect and agree to cooperate and develop structures to emphasize problem-solving in addressing areas of mutual interest and concern; and

WHEREAS, the Company acknowledges and respects the role of unions in representing the interests of employees who have designated them as their exclusive bargaining representatives; and

WHEREAS, where employees who are not currently represented seek to join a union, the parties will adopt a non-adversarial position and the Company will not interfere with or oppose its employees' efforts to form or join a union of their choice; and

WHEREAS the National Labor Relations Act (hereafter, "the Act") guarantees to employees the right to exercise freedom of choice whether or not to belong to a labor union and the Company and the Union mutually want to ensure such free choice can be fully exercised; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

NEUTRALITY

1. The Employer shall remain neutral on the issue of Union representation of its employees.
This shall apply to the Employer's management employees, their agents and representatives

including, but not limited to, supervisors and managers who work in the Employer's plants and facilities and corporate headquarters management.

2. The Employer shall make no statement or action showing opposition to unionization. The Employer shall make no disparaging remarks about the Union or its representatives. The Employer will not state or advocate that its employees should not support a union to represent them. Any Union organizing employees of the Employer will not be characterized as a "third party" or an "outsider". The Employer shall refrain from the use of intimidation, threats of reprisal, promises of benefits, or other conduct or speech designed to intimidate or coerce employees to influence the decision by its employees whether to join or be represented by the Union.
3. Neither the Employer (through its own supervisors, managers and employees) nor the employer's agents, nor anyone acting on the Employer's behalf, shall provide support or assistance of any kind opposing the selection of a particular union or unionization, hold captive audience meetings or send written communication for the purpose of communicating the Employer's opposition to a union or unionization, one-on-one meetings conducted for the purpose of communicating the Employer's opposition to a union or unionization, question or monitor employees about their support, non-support, membership or Union activities, use delay tactics or commit unfair labor practices.
4. The Employer will be entitled to express, if it so chooses to do so, that it believes that the interest of its employees is served by working as a team with the Employer and communicating directly with each other. The Employer will communicate to all employees that the choice of union representation is a matter for each individual to decide and that the Employer will respect the decision of the majority of employees making such choice. The Employer is allowed to communicate objective facts to its employees provided that such is done consistent with and in the spirit of neutrality set forth in Paragraphs 2 and 3 above.
5. The Union, during the course of organizing the Employer's employees, will communicate with those employees in a non-adversarial, positive manner and will not denigrate the Company or any of its managers, supervisors or representatives. The Union's campaign will focus on how employees can address workplace issues through collective bargaining and union representation. The Union's message to employees regarding the choice whether to unionize shall be non-coercive. In the course of attempting to organize employees of the

Employer, the Union will not promise, state or otherwise imply that the Union can assure the employees of any improvement or change in Employer policy, practice, wage, benefit or other condition of employment. The Union as referred to in this paragraph will include all union organizers, representatives, officials, agents and employees who elect to publicly support unionization.

6. Should either party believe that there has been a breach of this Neutrality provision, that party should immediately raise the issue with the other party through the Rapid Response Team mechanism provided for herein. Should no mutually agreed upon resolution be forthcoming in a timely manner, the party raising the issue will be entitled to respond to the comments, representations or actions of the other party to address the situation which should be proportionate in nature to avoid escalation.

ORGANIZING AND ACCESS

7. The Employer shall allow employees reasonable access to non-work areas during non-work time in order to solicit and otherwise communicate with other employees on the issue of unionization. Employees will be allowed to distribute literature, distribute and collect authorization cards in non-work areas during non-work time (of both the employee engaged in solicitation and the employee being solicited).
 - a. Where an employee bulletin board exists, employees shall have the right to post Union literature and notices. The Employer shall not be obligated to erect a bulletin board for such purpose where there has not been an employee bulletin board.

Selection of an Arbitrator

8. Upon signing of this Agreement, the Parties will request a list of twenty-five (25) disinterested, neutral arbitrators from the American Arbitration Association ("AAA"). The Union and the Employer will assign a point value to the arbitrators from one to five (one being most favorable, five being least favorable) within three (3) days of receiving the arbitrator list. The parties will then determine which five (5) arbitrators have the lowest point values. The five (5) arbitrators with the lowest point values will be selected as a panel for future use in implementing the terms of this Agreement.

9. Upon the Union's Notification of Interest in organizing a particular Company facility, the parties will select a disinterested, neutral arbitrator (hereafter, "the Arbitrator") to make those determinations stipulated by this Agreement and to conduct an election if one is requested by the Union (pursuant to paragraphs 27-47 below). From the panel of five (5) arbitrators selected pursuant to paragraph 9 above, the Union and the Employer will assign a point value to the arbitrators from one to five (one being most favorable, five being least favorable) within three (3) days of the Employer's receipt of the Union's Notification of Interest. The parties will then determine which arbitrator has the lowest point value. The arbitrator with the lowest point value will be selected as the neutral third-party Arbitrator to make determinations about organizing at the particular Company facility indicated by the Union, pursuant to the terms of this Agreement. Ties among arbitrators will be decided with a coin flip. In the event that the arbitrator chosen under the terms of this paragraph is unavailable to serve, the arbitrator with the next lowest point value will be selected.
10. The Parties agree that it is preferable that the same Arbitrator serves from the time of the Union's Notification of Interest through the election and certification at any given plant, if at all possible. However, in the event that the first Arbitrator chosen is unable to serve as Election Monitor due to scheduling or other problems, then the Arbitrator with the next lowest point value will be chosen to serve as a replacement.

Duties of the Arbitrator

11. The Arbitrator selected under this Agreement shall have the following duties:
- a) Receive the authorization cards from the Union;
 - b) Receive from the Employer a list of employees who are in the designated unit and copies of original signatures of all employees who are in the designated unit if the Employer chooses to send copies of original signatures. If the Employer does not provide samples of employee signatures those signatures will be presumed valid;
 - c) Make determinations as to authenticity of employee signatures on authorization cards;
 - d) Determine whether thirty (30) percent of the designated unit employees authorize the Union to be its exclusive representative for the purpose of providing the list of employees and scheduling an election;
 - e) Resolve unit composition disputes;
 - f) Provide written notice to the Employer and the Union that the Union has or has not

presented valid authorization cards signed by thirty (30) percent of the employees in the designated unit;

- g) Serve as the Election Officer in the event that an Election Demand is made, pursuant to paragraphs 27-47 below.

12. The Arbitrator resolving a grievance filed under this Agreement shall have the authority to decide all disputes that may arise during the organizing and election process, including, but not limited to, composition of the appropriate unit, determination of which employees are in the appropriate unit. Both parties have the right to file grievances under this Agreement.
13. Any grievance filed under this Agreement shall describe the alleged violation, set forth the date of the occurrence of the violation, set forth the contract provision alleged to have been violated, and request a remedy.
14. A grievance for a violation of this Agreement must be filed within five (5) days of the date of the occurrence or upon reasonably learning of the occurrence.
15. A grievance is filed under this Agreement by providing the other party with a copy of the grievance and by providing the neutral Arbitrator with a copy of the grievance by certified mail. The grievance is considered filed on the date that it is sent to the neutral Arbitrator by certified mail.
16. Subsequent to the filing of a grievance but prior to the neutral Arbitrator taking steps to resolve the grievance, the parties shall attempt to resolve the matter through the Rapid Response mechanism described in paragraph 48 below. It shall be the responsibility of the grieving party to contact the other party to try to resolve the matter; however, both parties have the responsibility to meet (either in person or telephonically) expeditiously upon notification to try to resolve the matter. Should the parties successfully resolve the grievance, the grieving party will notify the neutral Arbitrator in writing of such, and the grievance shall be considered resolved.

17. Should the parties not be successful in resolving the grievance, the grieving party will notify the neutral Arbitrator that the parties have discussed the matter and have not resolved it and that the grievance remains active. Upon this notification, the neutral Arbitrator shall set a date for a hearing on the grievance within seven (7) days after receipt of the grievance by notifying the parties. The neutral Arbitrator shall issue a decision on the grievance within seven (7) days after the close of the hearing.
18. The Arbitrator shall have discretion to retain additional personnel to assist him/her with the conduct of any election held under the terms of this Agreement.
19. The parties shall jointly bear the costs of the Arbitrator's services and the costs of any election held under the terms of this Agreement.

Determination of the Bargaining Unit

20. Included within the Union's Notification of Interest to the Employer shall be a description in writing of the unit the Union wishes to organize, including job classifications and / or job positions of the employees that the Union seeks to be included in the unit and the location of the facility in which these employees work.
21. Within seven (7) days of receipt of the Union's Notification of Interest, the Employer shall respond in writing to the Union's bargaining unit proposal. Should the Employer object to the proposed composition of the bargaining unit, the parties shall meet with each other (either in person or telephonically) within seven (7) days of the Union's receipt of the Employer's response for the purpose of attempting to reach agreement on the scope of the bargaining unit at the facility being organized. Any dispute over the scope of the bargaining unit that cannot be resolved by the parties shall be submitted to the Arbitrator for determination.
22. Should the parties be unable to reach agreement on the designation of the bargaining unit, both the Employer and the Union shall submit briefs to the Arbitrator within five (5) days of their meeting referenced in paragraph 16 above for a final determination of the unit. Either the Employer or the Union may challenge either the inclusion or exclusion of job classifications or positions or individual employees. The Arbitrator, in his / her discretion, may order a hearing on the unit issues.

23. The parties agree that the Arbitrator shall apply applicable National Labor Relations Board law to determine unit scope grievances filed under this agreement.

The Employee List

24. Once the composition of the bargaining unit is determined, either by mutual agreement or by decision of the neutral Arbitrator, the Union may send to the neutral Arbitrator authorization cards signed by employees employed in the designated unit. Should the total number of these authorization cards meet or exceed thirty (30) percent of the employees in the designated unit, the Arbitrator will so certify in writing to both the Employer and the Union. Upon receipt of such certification by the Arbitrator, the Employer shall provide to the Union by certified mail within seven (7) days a list of all employees in the designated bargaining unit, their job titles/departments, and their home addresses.
25. On the same date that it sends the employee list to the Union, the Employer shall provide to the neutral Arbitrator the same list of employees who are within the designated unit, together with a sample of each employee's signature if the Employer chooses to send samples of employee signatures. If the Employer does not provide samples of employee signatures, those signatures will be presumed valid.
26. Should the Employer hire, fire or lay off any employee in the designated unit, it shall so inform the Union and the neutral Arbitrator within five (5) days of the action. In the case of new hires, the Employer shall also provide the names of the new employees, their job titles/departments, and their home addresses.

Demand for and Holding of the Election

27. At a timing of the Union's choosing, but no more than six (6) months after the Union's Notification of Interest to the Employer to organize a particular facility, the Union may make a demand for an election of the employees in the designated bargaining unit at that facility (hereafter, "Election Demand"). The Election Demand must be made by the Union in writing by certified mail to the Employer. Upon the Employer's receipt of the Election Demand the parties will immediately proceed with the selection of an Arbitrator unless one has already been selected for other purposes under this agreement. Upon appointment of an Arbitrator, should there be no bargaining unit issues to resolve as a preliminary matter, the Union must

present the Arbitrator with all of the union authorization cards it has collected from the employees within the designated bargaining unit. The Arbitrator will determine whether the union authorization cards submitted comprise thirty percent (30%) or more of the employees within the designated bargaining unit. The Arbitrator will advise the parties whether if the union authorization cards comprise thirty percent (30%) or more of the designated bargaining unit and, if so, direct that a secret ballot election be held. If the Union already provided to the Arbitrator authorization cards comprising thirty percent (30%) or more of the designated bargaining unit for the purpose of obtaining the list of employees in the unit, no further cards need to be provided to trigger the election.

28. Under the terms of this Agreement, the Union is the only party that may make an Election Demand.
29. Upon confirmation by the Arbitrator that an election should be held, the Rapid Response Team will convene, either telephonically or in person within five (5) business days, to determine the date(s) of the election, the times which the polls will be open and the location of the election. Should the Rapid Response Team fail to come to mutual agreement on the election details, the Arbitrator shall determine any unresolved issues of the secret-ballot election. Absent extraordinary circumstances, the secret ballot election must take place within twenty-one (21) days from the date the Arbitrator issues the direction of an election. If the Arbitrator is required to determine any of the election details as a result of an impasse within the Rapid Response Team, the Arbitrator will immediately notify both the Employer and the Union of the decision by telephone and by certified mail.
30. Upon confirmation by the Arbitrator that an election should be held, the Company shall immediately repost the joint Union / Company press statement referenced in Paragraph 56 below. This statement shall be posted within the Company's facility where other communiqués are posted for those employees participating in the election. This statement will remain posted through the last day of the election.
31. The Arbitrator shall immediately notify the eligible employees of the impending vote, the date of the vote, the location of the balloting, the hours that the ballot box will be open, and the text of the question that will appear on the ballot. This notification will be conducted both by mail to the employees' homes and by posting on bulletin boards at the Company facility whose employees are eligible to vote. The text of the notification appears in Attachment A

(hereafter, "Arbitrator's Letter to Employees").

32. During the period between the Election Demand and the date of the holding of the election, should either Party have evidence that the other Party has violated the neutrality provisions of this Agreement, that Party will activate the Rapid Response Team mechanism, pursuant to Paragraph 48 below, to discuss the matter and seek a mutually acceptable resolution.
33. The Arbitrator shall conduct a secret-ballot election of the employees in the designated unit on the designated date at the designated venue during the designated balloting times.
34. The question on the ballot in the election shall be:
"Do you wish to be represented by the Graphic Communications
Conference/International Brotherhood of Teamsters in collective bargaining with your
employer, *(name of the facility to be inserted)*?
Yes ____ No ____"
35. The election shall be conducted at a neutral, convenient site off Company property at a location within reasonable proximity to the Company plant, or on Company property if the Union and the Company mutually agree. Should a fee be required to rent the neutral facility, the Company and the Union shall split the cost. Should there be no neutral facility available, the Arbitrator will establish an alternative means to conduct the secret ballot election.
36. The parties shall be entitled to observers at the election site. During any voting period the Union and Employer may each have one (1) observer. Should there be multiple voting periods, the Union and the Employer may designate multiple observers provided no more than one (1) observer for each party is present at any voting session. The Employer's observers must be non-supervisory employees.
37. Voting hours shall be accessible to all voters on all shifts. Depending on the shift configurations, the election may be conducted on multiple days.
38. Every consideration shall be given to establish voting times that will afford employees the opportunity to vote. Mandatory overtime shall not be used as a means to interfere with an employee's ability to vote. To encourage maximum participation in the vote, the Employer shall post in a prominent position on company bulletin boards at least three (3) days in

advance of the election a written election notice to eligible employees on Company letterhead. The text of that notice appears in Attachment B (hereafter, "Election Notice").

39. In the event an individual employee has an absence due to illness, jury duty, funeral leave or documented vacation on the date(s) of the scheduled election, the employee may request an absentee ballot. The employee requesting an absentee ballot must contact the Arbitrator that signed the notice of election and provide him/her the reasons for such request. Upon verification the arbitrator shall mail a ballot to the employee. To be counted all absentee ballots must be returned to the arbitrator and received in time for the final counting when the polls close on the last day of the election. Any ballot received after the final counting shall not be counted.
40. Any person who appears, presents a photo identification card and requests a ballot shall be allowed to vote. The ballot of any person whose name does not appear on the list of included employees defined in paragraphs 24-26 above shall be challenged by the Arbitrator.
41. The counting of ballots shall occur immediately upon the final close of voting at the polling place and shall be conducted by the neutral Arbitrator. Both parties, including interested off-duty employees, may attend the counting of the ballots.
42. If the challenged ballots are potentially determinative in any unit, the Arbitrator shall resolve challenges to the eligibility of voters. The Arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the parties. In all cases, however, challenges shall be resolved by the Arbitrator within fourteen (14) days of the election.
43. Should the vote count indicate that fifty percent plus one of the employees in the designated unit desire the Union to be its exclusive bargaining representative, the neutral Arbitrator shall certify in writing to the Employer and the Union that a majority of the employees in the designated unit have selected the Union to be its exclusive bargaining representative. The certification shall be posted on the bulletin boards at the Company facility.
44. Within five (5) days after the election, either the Union or the Employer can file objections to either party's conduct leading up to or during the election upon a good faith belief that such conduct may have changed the election outcome. Objections shall be resolved by the

Arbitrator within fourteen (14) days of the election. If the Arbitrator finds conduct that violated the provisions of this Agreement or the National Labor Relations Act and that such conduct could have changed the election outcome, the Arbitrator may order a new election and whatever other remedies to cure the objectionable conduct.

45. Upon receipt from the Arbitrator that a majority of the employees in the designated unit have selected the Union to be their exclusive bargaining representative, the Employer shall immediately recognize the Union as the exclusive bargaining representatives of such employees. The Employer agrees that once such recognition is given, the Employer will recognize the Union for a minimum of one (1) year.
46. The Union may make an Election Demand at any time under this Agreement. The authorization cards presented to the Arbitrator must be dated within six (6) months of each other, but no earlier than the date of the execution of this Agreement. The six (6) month period relative to the timeliness of union authorization cards shall commence as of the date the first union authorization card is signed. Once the end of the six (6) month period is reached, authorization cards may begin to expire for purposes of providing the necessary support for an Election Demand.
47. In the event the majority of employees casting valid ballots in the designated unit vote against being represented by the Union, the Union shall not make a demand for another election in that unit for a period of twelve (12) months from the date the election.

Rapid Response Team

48. The Employer and the Union shall each designate a top-level representative to discuss the complaints about alleged violations of this agreement. If, during the course of an organizing campaign, one party believes that the other party has violated the standards described herein under Neutrality and Organizing and Access, the affected party should contact the other party's representative by telephone or fax. The parties should have a direct conversation within twenty-four (24) hours to try to resolve the issue. When the parties agree that a violation has occurred, and it is possible to correct the problem, the party responsible for the violation will make a good faith effort to correct the problem immediately.

First Contract Negotiations

49. In the event the Union is recognized as the bargaining representative of the company's employees, the parties agree to immediately enter into good-faith negotiations for the purpose of reaching a mutually acceptable collective bargaining agreement.
50. Where the Union is recognized pursuant to the above procedures, the first collective bargaining agreement applicable to the new bargaining unit will be determined as follows:
- a. The Company and the Union shall meet within 14 days following recognition to begin negotiations for a first collective bargaining agreement covering the new unit.
 - b. If after 90 days following the commencement of negotiations the Parties are unable to reach agreement for such a collective bargaining agreement, they shall submit those matters that remain in dispute to the designee of the President of the Graphic Communications Conference/International Brotherhood of Teamsters and the Company's Vice President-Human Resources who shall use their best efforts to assist the parties in reaching a collective bargaining agreement.
51. The Neutrality provisions of this Agreement will not apply in the context of collective bargaining at either newly organized or established union facilities.

Implementation

52. This Agreement is to be implemented and applicable in the United States and all its territories.
53. The Employer shall instruct its management, local and corporate, on the terms of this agreement. The Union shall instruct its organizers and representatives and shall inform known employee supporters at sites where Union organizing is engaged in on the terms of this agreement.
54. The terms of this agreement shall apply to any labor organization seeking to organize the Employer's employees.
55. The Employer shall neither file, nor support a third party filing, an RC or RD petition with the

National Labor Relations Board. The Employer will not seek, or require the Union to seek, a National Labor Relations Board representation election. The Employer waives its right to insist on a National Labor Relations Board election and certification prior to recognizing the Union if the neutral Arbitrator certifies that a majority of the employees in the designated unit desire the Union to be their exclusive bargaining representative.

56. Upon reaching this agreement, the Union and the Company will issue a joint statement concerning such agreement that shall be used for purposes of communicating to public / press inquiry. The text of that statement appears in Attachment C. Upon reaching this agreement, the Union will cease to use the phrase Justice@Quebecor and will take down the Justice@Quebecor website. The Union will communicate to any customer designated by the Company that the Union no longer has any dispute with the Company with respect to Union organizing or the Company's respect of employee rights to organize.
57. Within ten days after the issuance of the joint press statement, the Company will:
- a) Post the complete text of the Agreement and the joint press statement referenced in Paragraph 56 above on the Company's Intranet site where it will remain for the life of the Agreement;
 - b) Post the joint press statement on the bulletin boards of all U.S. facilities with the mention that the Agreement's complete text is on the Company's Intranet site;
 - c) Post the joint press statement on the Company's public website.
58. Both parties, by accepting this agreement, will make every effort to cause their respective organizations and personnel to abide by the terms of this agreement.
59. This agreement may be reviewed and, if necessary, modified and/or terminated eighteen (18) months from the date of signing. During the life of the agreement, the parties may meet at any time and by mutual consent negotiate modifications of the agreement.

Accepted for Quebecor World Inc.

By: _____

Julie Tremblay,

Vice President, Human Resources

Date: _____

Accepted for the Graphic Communications Conference /
International Brotherhood of Teamsters, AFL-CIO, CLC

By: _____

Date: _____

George Tedeschi,
President

Attachment A
"Arbitrator's Letter to Employees"

Dear Quebecor World Employee:

Under the terms of an agreement between Quebecor World, Inc. and the Graphic Communications Conference/International Brotherhood of Teamsters, a secret-ballot election will be held of the employees of the *[name of facility]* who work in *[name of department or division or kind of work to identify the designated unit]* to decide if you wish to choose the Graphic Communications Conference/International Brotherhood of Teamsters as their collective bargaining agent. If this letter is addressed to you, you are eligible to vote in this election.

I have been selected by both Quebecor World and the Union as an independent, neutral party to conduct this election and to count the votes upon its completion. My role in this process is to ensure a free and fair vote.

The election will take place on *[date]* from *[time]* to *[time]* at *[name of venue]*, which is located at *[street address]* in *[city, state]*. You may vote at any time during these hours on *[date]*.

The Company and the Union have agreed to ensure that the polls will be open for an adequate time so that everyone eligible will have every opportunity to vote.

To be eligible to vote you must bring a photo identification card to the polling place.

Should you have any questions about the conduct of this vote, you may contact my office at *[Arbitrator's phone number]*.

Thank you for your attention to this Important matter.

Sincerely,
[signed]
[name of Arbitrator]

Attachment B

ELECTION NOTICE

TO: All Eligible Employees

FROM: *[insert name of plant]*

PLEASE TAKE NOTE OF THE FOLLOWING DETAILS OF THE UPCOMING UNION REPRESENTATION ELECTION:

- DATE(S) OF ELECTION: *[insert date(s)]*
- TIMES POLLS WILL BE OPEN: *[insert times]*
- LOCATION OF VOTING: *[insert address]*

To be eligible to vote you must:

1. Be a member of the proposed bargaining unit. The proposed bargaining unit is: *[insert specifics]*
2. Produce a photo I.D.

Quebecor World encourages all eligible employees to vote in this election.

Attachment C
Joint Press Statement

Quebecor World, Teamsters Reach Organizing Agreement

Quebecor World, Inc. and the International Brotherhood of Teamsters issued the following joint statement (DATE):

Quebecor World and the Graphic Communications Conference of the International Brotherhood of Teamsters have reached agreement on a new protocol concerning union organizing at the Company's non-union facilities in the United States.

In conformance with its existing and stated Company policy, Quebecor World has signed an agreement that it fully respects its employees' rights to form or join a union of their choice, that it will not interfere with or oppose those efforts and that they be able to do so free from harassment or intimidation from any party. In the agreement the Company also states that it fully respects the right of its employees to freedom of association and right to engage in collective bargaining.

The union, for its part, has committed to run its organizing efforts in a non-adversarial manner and will focus its campaigns on how employees can address workplace issues through collective bargaining and union representation.

Both the Company and the union have further agreed not to denigrate the other during the course of organizing efforts.

Quebecor World and the union have agreed that the Company's employees will be able to choose whether or not to have union representation through a supervised secret ballot election. The protocol also provides for an expedited secret-ballot election upon request by the union when supported by 30% of employees in the desired bargaining unit at any unrepresented Company facility. This election will be held within 21 days and will be conducted by a neutral, mutually acceptable arbitrator in place of the National Labor Relations Board.

The Company and the union have committed to build a relationship based on trust and mutual respect and believe this accord is an important step in that direction.

"Quebecor World has always maintained that its employees have the right to join a union free from intimidation by any party and that they should be able to make that decision by means of a secret ballot election. We believe this agreement is a clear commitment that these are our employees' fundamental rights," said Pierre Karl Peladeau, President and CEO.

"This new accord marks a significant step forward for workers' rights in the printing industry and in our union's relationship with Quebecor World, the largest single employer of our membership," said George Tedeschi, President of the Graphic Communications Conference of the International Brotherhood of Teamsters. "The protocol paves the way for non-union workers to exercise their right to join a union and engage in collective bargaining, if they so choose."

"The Teamsters are proud to lead the way in ensuring workers' right to organize with this kind of agreement," added Teamsters President James Hoffa. "Our union looks forward to forging a working relationship with the Company as this agreement is implemented."

"I want to congratulate the International Brotherhood of Teamsters and Quebecor World for reaching this agreement on organizing rights," stated John J. Sweeney, President of the AFL-CIO. "This organizing accord is a significant accomplishment and I look forward to seeing it implemented at every plant that workers seek to organize. It's a bright new day for workers in the U.S. printing industry."