

This Collective Agreement

is between

McAra Printing

- and -

UNIFOR LOCAL 191

LITHO

From: November 15, 2015

To: November 16, 2018

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DEFINITIONS

1. A Journeyman is one who has completed the term of years of apprenticeship required in the classification of the trade in which he has been engaged.
2. An Apprentice is one who is learning his trade.
3. A Feeder is one who manually handles stock and tends the feeding mechanism of lithographic presses.
4. A Lithographic Press Helper is an employee who is a member of the press crew other than the pressman or feeder and is qualified to render assistance to the press crew in work directly connected with lithographic presses.
5. Floor Help means people other than the press crew making loads, handling stock, etc., who are readily available to the press crew to handle stock loads up to and away from the press.
6. The masculine gender as hereinafter referred to is deemed to mean masculine or feminine gender.
7. A Probationary Employee is an employee who is demonstrating his qualifications to the Company before being classified as a Permanent employee or Probationary Apprentice and will be paid no less than the minimum rate spelled out in the contract. The probationary period is not to exceed six (6) months.
8. A Probationary Apprentice is an employee who is in the first six (6) months of his apprenticeship (see Article 9.03) and who will be paid as outlined in Article 14.

ARTICLE 1: ARTICLES OF AGREEMENT

1.01 It is hereby agreed by and between McARA PRINTING, 2507 - 12 Street NE, of the City of Calgary, hereinafter known as the Company, and UNIFOR LOCAL 191, hereinafter known as the Union, as follows:

ARTICLE 2: RECOGNITION

2.01 The Company recognizes UNIFOR LOCAL191, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment for all employees performing work described in the Jurisdiction Article of this contract.

2.02 The Company agrees that during the term hereof and during any negotiations for the renewal or extension hereof or for any successor contract hereto, it will not sign any contract nor make any written agreement of any kind with any other union relating to any jobs or work covered and described in the Jurisdiction Article (3) in this contract.

2.03 No individual employment contracts, conflicting with this Agreement shall be entered into unless by consent of both parties hereto.

ARTICLE 3: JURISDICTION

3.01 This Agreement applies to and governs the employment of all lithographic (offset) production employees in the pressroom.

3.02 For the purpose of this Agreement, the following departments shall be deemed to be separate departments of trade:
– Sheet-fed Pressroom

ARTICLE 4: MANAGEMENT PREROGATIVE

4.01 The Company retains the right to manage its business, to make all decisions, and to take whatever action it deems necessary in connection therewith, except as subjected to the provisions of this contract.

ARTICLE 5: UNION SHOP

5.01 The Company agrees that none but members of UNIFOR LOCAL 191 in good standing and actively engaged in the trade, shall be employed in the departments of the Company under the Jurisdiction of the Union.

5.02 The Company agrees to inform each new employee that he or she will be required to join the Union within thirty (30) days from the date of commencing employment.

5.03 The Company agrees that all employees of the company covered by this Agreement and hired on or after its execution date, shall, on or before the thirtieth (30) day following the beginning of such employment become and remain members in good standing in the Union.

5.04 Any employee who fails to become a member of the Union as herein provided or to whom membership is denied because of his failure to tender initiation fees, dues or assessments, then within ten (10) days after written notice from the Union, the Company shall discharge such employee.

ARTICLE 7: DUES CHECK-OFF

7.01 The Company agrees, upon receipt of a written, voluntary and revocable authorization signed by any employee, to withhold weekly a stated amount to be determined by the Union.

7.02 Such amount will be determined by Union resolution, a certified copy of which will be remitted to the Company concerned.

7.03 This authorization will be revocable after a written notice thereof has been given to the Company between the sixtieth (60th) day and thirtieth (30th) day preceding the termination date of any Agreement and will become effective only upon termination of any such Agreement.

7.04 The Company will remit monthly to the Local concerned the amounts so deducted not later than the fifteenth (15th) day of the month, following said deduction.

7.05 In the event that the employee is absent due to sickness or disability and is on short term, long term or WCB coverage, the company is not required to remit union dues on behalf of the employee to the union.

ARTICLE 8: HIRING

8.01 The parties to this contract agree to continue their policy of no discrimination against any employee because of race, religion, creed, colour, age, sex, or national origin, in regards to employment advancement, working conditions, rates of pay, acceptance into Union membership or selection for apprentice openings. The company reserves the right to refuse employment to an employee hired after November 16, 2015 if the applicant fails security clearance.

8.02 Nothing in this Agreement shall prevent the Company from engaging labourers for performing in and about said department, services not customarily performed by Journeymen, Apprentices, Lithographic Press Helpers or Floor Help.

ARTICLE 9: APPRENTICES

9.01 The Company shall inform the Union of the need for an Apprentice and the branch of the trade in which the Apprenticeship will be served.

9.02 Apprentices shall not be employed in any department in which a Journeyman is not employed, unless the Union is unable to supply a Journeyman. No apprentice shall be permitted to work overtime unless a Journeyman in the same classification is likewise employed or if Journeymen are not available to work overtime.

9.03 Apprentices in all departments shall serve probationary periods of six (6) months, such time to become part of his apprenticeship period, to demonstrate their fitness to continue as apprentices. The term of apprenticeships shall be as follows:

Litho Pressmen	4 years
Press Helpers	2 years
Press Feeders	2 years
Offset Machine Operators	2 years

9.04 In the Press Department an apprentice must serve as a feeder before taking charge of a press. His apprenticeship commences only from the time he takes charge of a press.

9.05 Employees not classified as apprentices or journeymen, who perform the duties of a press feeder, shall be classified as an apprentice feeder immediately he becomes part of the press crew and all time so spent, performing such duties, shall be credited to him toward his period of time as an apprentice feeder.

9.06 RATIO OF APPRENTICES

All Departments as outlined in Article 3.02:

One Apprentice for each four (4) Journeymen.

All Departments may be combined. However, not more than one (1) apprentice may be employed in any department with less than seven (7) Journeymen.

9.07 It is agreed, in the case of proven need, an additional apprentice may be indentured by mutual consent.

9.08 APPRENTICESHIP COMMITTEE: A committee comprised of two (2) journeyman operators and one (1) person from management will meet to determine the progress of the apprentice through the stages of learning. The apprentice will be graded upon the attitude, timeliness and professionalism as well as the technical skills required for the job. The intent of this process is to develop a more skilled worker with a healthy interest to succeed in the chosen trade.

The committee will meet at quarterly (90 days) intervals and provide an evaluation of the apprentice’s progress. The apprentice will receive two evaluations prior to the six month anniversary date of a wage increase for the apprentice as outlined in 14.07 and/or 14.08.

In a case where it is determined that the apprentice has shown no signs of progress, the employee will be made aware of the short coming in writing and the employee’s wage will be frozen until the desired improvement has been achieved.

ARTICLE 10: HOURS OF WORK

10.01 The hours of work for the day shift shall be seven (7) hours per day, Monday to Friday inclusive, except where mutual agreement has been reached by management and the members of the department to change the hours.

10.02 On Friday nights and nights which precede a Holiday, the regular hours shall extend to the usual hour of quitting.

10.03 Continental shift defined as follows:

SHIFT A – Twelve (12) hour shift from 6 am to 6 pm, Monday, Tuesday and Wednesday

SHIFT B – Twelve (12) hour shift from 6 am to 6 pm, Thursday, Friday and Saturday

SHIFT C – Twelve (12) hour shift from 6 pm to 6 am, Tuesday, Wednesday and Thursday

Continental shifts will be fixed for four (4) month terms to be posted for selection one month prior to cycle change. Shifts will be selected by seniority. A shift premium of \$2.00/hour will be paid for SHIFT C.

10.04 When more than one shift is operated, only one of these shifts shall be deemed to be the day shift and any additional shift or shifts shall be deemed as a night shift or shifts.

10.05 Except where mutually agreed, the Company will give at least twenty-four (24) hours’ notice of its intention to change employees from one shift to another.

10.06 Anyone working on the night shift for three (3) shifts or more in any calendar week will receive the night shift rate of pay for the entire week.

10.07 Provided sufficient notice is given, and with the approval of the immediate supervisor, employees may exchange hours if there is no increase in cost to the Company.

10.08 The parties agree to maintain the two week shift rotation schedule currently in effect. Shift selection shall be by seniority.

ARTICLE 11: REDUCED SCHEDULE

11.01 Should conditions warrant a reduction of working hours, the Company and the Shop Steward shall designate the classifications affected, the number of hours per day and the number of hours per week available for the employees in the department.

11.02 Part-time employees shall be laid off in any affected department prior to commencement of reduced schedule.

11.03 Change of working schedule shall be limited to once change per calendar week. Return to normal shift shall not be considered a change of the purpose of this Article.

11.04 Overtime will be allowed on a reduced schedule as market conditions demand and will be assigned by the Company.

11.05 If the company declares that a reduced schedule is to be introduced it is required to provide the necessary hours of work to provide an income relative to 50 hours regular pay during a pay period for the classification that is affected. If the company is unable to do so, the employee must be laid off. Any employee who has been regularly employed in the same establishment for a period of six (6) months or more, and is working on the reduced schedule, and who is temporarily laid off because of continued lack of work, shall be given maximum notice possible of such layoff.

ARTICLE 12: CALL-IN AND REPORTING PAY

12.01 An employee who reports for work at the regular time and who has not previously been instructed not to so report to work, and is fit to work, shall be entitled to receive a full day's work or wages at the regular rate in lieu thereof, unless such employee, of his own accord, fails to complete a full day's work.

12.02 Any employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.

12.03 An employee called back to work after completing a shift shall receive a call-back allowance of ten (\$10.00) dollars plus overtime pay for the hours worked. In addition, an employee on call-back shall receive a minimum of one hour's pay at overtime rates unless the employee leaves work on his own volition after finishing the work he was called back to perform. In the latter case he will receive ten (\$10.00) dollars and overtime pay for the hours actually worked.

ARTICLE 13: DEDUCTIONS FOR LATE ARRIVALS

13.01 In cases where an employee reports late for work, only the time actually lost by the employee himself may be deducted.

ARTICLE 14: WAGES

14.01 The minimum scale of wages to be paid to Journeymen employees covered by this contract shall be:

OFFSET OPERATORS	Nov 16/15	Nov 16/16	Nov.16/17
SM52 – 2 COLOUR Hired after November 15, 2002	\$22.95	\$23.94	\$24.30
LITHO TEN COLOUR PRESSMEN (AUTOPLATE) Over 30” - Up to 40” (1st Pressman) (2nd Pressman)	\$38.25 \$25.34	\$38.75 \$25.72	\$39.25 \$26.11
LITHO SIX COLOUR PRESSMEN (AUTOPLATE) Over 30” - Up to 40” (1st Pressman) (2nd Pressman)	\$35.70 \$25.34	\$36.24 \$25.72	\$36.78 \$26.11
LITHO SIX COLOUR PRESSMEN (AUTOPLATE) Over 20” – Up to 30” (1 st Pressman) (2 nd Pressman)	\$34.42 \$22.79	\$34.94 \$23.13	\$35.46 \$23.48
FEEDERS Over 30” - Up to 40” Over 20” – Up to 30” Floor Helpers	\$19.39 \$15.31 Provincial Minimum Wage	\$19.68 \$15.54	\$19.98 \$15.77

Minimum Starting Rate all departments - Provincial Minimum Wage

14.02 The rates mentioned in Article 14.01 are minimum rates only. The Union will not discriminate in any way against the Company for paying premium rates to employees who warrant them.

14.03 All wages are to be paid by negotiable cheque or direct deposit and in full on a designated payday. If payday falls on a Holiday wages shall be paid the previous day.

14.04 NIGHT SHIFT PREMIUM: All employees working on night shifts shall receive an amount over and above their regular hourly wage as shown below:

	Nov 16/15	Nov 16/16	Nov 16/17
- 1st night shift –	\$1.40/hour	\$1.40/hour	\$1.50/hour
- 2nd night shift –	\$1.50/hour	\$1.50/hour	\$1.70/hour
- SHIFT C – Continental shift -	\$2.00/hour		

14.05 RATE RETENTION

Each employee shall be classified in his classification as spelled out in the Collective Agreement (see Article 14.01). No reduction shall be made to his classified rate when he is transferred temporarily to any classification having a lower rate. If an employee is employed in a classification which has a higher rate of pay he shall be paid the rate of the higher classification. A journeyman transferred permanently to a lower rated classification shall receive the rate of that classification from the commencement of the first full pay period following his reassignment.

The Company shall be free to utilize employees covered by this contract elsewhere in the plant for temporary periods, providing there is no reduction in the hourly rates of pay and provided there is no infringement on any other employee's standing.

Journeymen moving up in their classification shall receiving their higher rate in two (2) increments over a three (3) month period as follows:

1. 50% of the difference immediately.
2. The full Journeyman rate at the end of the three (3) months.

14.06 WAGE RATES FOR FIVE (5) YEAR APPRENTICESHIP

The minimum weekly rate for five (5) year Apprentices for the regular weekly schedule of working hours herein provided, shall be based upon a percentage of the minimum Journeyman wage rate as follows:

Start of Apprenticeship	50%
After 1/2 Year	55%
After 1 Year	60%
After 1 1/2 Years	65%
After 2 Years	70%
After 2 1/2 Years	75%
After 3 Years	80%
After 3 1/2 Years	85%
After 4 Years ...	90%
After 4 1/2 Years	95%
After 5 Years	100%
	(Journeyman)

Each percentage increase will be a percentage of whatever the Journeyman rate is on the effective date of the increment to the Apprentice.

14.07 WAGE RATES FOR LITHO PRESSMEN APPRENTICES

Immediately when a feeder becomes an apprentice on a press his wage shall be increased by one-ninth (1/9th) of the difference between his feeder rate and the current rate for journeymen operating that size of press. At the end of each six (6) month period thereafter he shall receive increments of an additional one-ninth (1/9th). Each increment will be calculated as a fraction of the difference between the current feeder rate and the current journeyman pressman rate for that size of press.

Immediately	1/9th of difference
After 1/2 year	2/9th of difference
After 1 year	3/9th of difference
After 1 1/2 years	4/9th of difference
After 2 years	5/9th of difference
After 2 1/2 years	6/9th of difference

After 3 years	7/9th of difference
After 3 1/2 years	8/9th of difference
After 4 years	the full journeyman rate

14.08 WAGE RATE FOR TWO (2) YEAR APPRENTICESHIP

1. Press helpers
2. Offset Machine Operators
3. Press Feeders

An employee in either of the above classifications shall serve a two (2) year apprenticeship. At the end of the first six (6) month period, they shall receive twenty-five (25) percent of the difference between their actual rate and the current rate for Journeymen in the classification in which they are apprenticing, and thereafter shall receive increments of additional twenty-five (25) percent each six (6) months until he/she has completed his/her apprenticeship. Each increment will be calculated as a percentage of the difference between his/her rate at the start of his/her apprenticeship and the actual rate that is being paid to Journeymen in the classification in which he/she is apprenticing, as follows:

After 1/2 years	25% of difference
After 1 years	50% of difference
After 1 1/2 years	75% of difference
After 2 years	the full journeyman rate

14.09 WAGE RATES FOR

1. Journeyman Offset Machine Operators Taking Charge of a large press.
2. Press Helpers moving up to Apprentice Feeders.

An employee in either of the above classifications shall serve a two (2) year apprenticeship. When such an employee is upgraded in classification his wage rate shall be increased by twenty (20) percent of the difference in the classification in which he is apprenticing. At the end of each six (6) month period thereafter he shall receive increments of an additional twenty (20) percent. Each increment will be calculated as a percentage of the difference between his/her rate at the start of his/her apprenticeship and the actual rate that is being paid to Journeymen in the classification in which he/she is apprenticing, as follows:

Immediately	20% of difference
After 1/2 year	40% of difference
After 1 year	60% of difference
After 1 1/2 years	80% of difference
After 2 years	the full journeyman rate

14.10 The wage rate to be paid to each employee during his/her respective apprenticeship period shall be recorded in his/her apprentice indenture Agreement.

ARTICLE 15: RRSP

15.01 The Company shall provide a RRSP benefit equal to 4.5% (four and one half percent) of the "basic rate" earned by each employee covered under this agreement. The term "basic day rate" as used herein shall mean the basic day rate of an employee in his classification, including leave of absence due to sickness or layoff, for as long as the employee's name is maintained on his employer's payroll, but excluding payment for over-time, premium, shift differentials or any periods of labour dispute while the employees are not working.

15.02 This amount shall be forwarded monthly to a mutually agreed carrier (at the time of signing is The Standard Life Assurance Company).

15.03 The funds will be vested in the employee's name and shall remain with the designated carrier for as long as the individual is employed by the Company. After that time, the former employee is entitled to access the accumulated funds to be utilized as allowed by Revenue Canada.

15.04 The employee will be allowed to make regular personal contributions to the RRSP by providing written instructions to the Company accounting personnel.

15.05 The Company shall not be required to make a RRSP contribution through payroll deduction on behalf of a new employee covered by the labour agreement until the employee has completed three (3) months of continuous service.

ARTICLE 16: OVERTIME

16.01 The employees recognize that customers' demands will, upon occasion, make overtime work necessary and overtime will be worked by mutual consent. The Company will give, whenever possible, five (5) hours notice of such overtime work. Notwithstanding this, the Union recognized the necessity of completing the printing or finishing processes and agrees that any employees beginning a manufacturing process, provided there is a reasonable expectation of finishing within the shift, will remain to the completion of that process, provided it does not exceed 30 minutes, as defined to the immediate supervisor. The company shall not unfairly discriminate against any employee who from time to time, refuses to work overtime.

16.02 It is understood that when occasional overtime is required on a weekend, the employer may require employees to work overtime. The overtime will be assigned only to employees on the morning shift, however, if the overtime work will exceed or likely exceed 12 hours per day, the afternoon shift will be assigned an equal amount of overtime. In the event that management does not require all of the employees on the morning shift to perform weekend overtime work, management shall attempt to allocate the overtime assignments as evenly as possible between the employees on the morning shift. In the event that a weekend overtime assignment conflicts with an employee's personal needs, between management and the employee they may find a suitably trained replacement. The parties agree that this clause shall be in force on a trial basis only and shall expire and be of no force and effect after November 15, 2008.

16.03 Overtime rates shall be on the following basis:

- a) The employee shall receive one and one half (1 1/2) times the hourly wage rate for hours worked in excess of the normal shift up to but not including the thirteenth (13th) hour.
- b) The employee shall receive two (2) times the hourly wage rate for any time worked beyond time defined by 16.02 (a) above.
- c) For all work performed on a Statutory Holiday, an employee shall receive two (2) times his hourly wage rate plus his Holiday Pay.
- d) Overtime that is banked for future use must be used before the end of January in the following calendar year.

16.04 Overtime for employees on any shift shall be computed on the basis of actual hourly rate of wages paid to them for the shift on which they are actually working. For example: Employees working on a night shift are to be paid the night shift premium and the overtime rate for the night shift is to be computed on the higher rate.

16.05 All time worked on Saturday and Sunday (and for Friday, Saturday and Sunday in the case of the afternoon shift), unless otherwise agreed to between the Company and the Union, shall be considered in excess of the standard working hours and shall be paid at the rate of time and a half.

16.06 In the event an employee is required to work more than one shift in any twenty-four (24) hours he shall be paid normal overtime rates for the work performed on any such additional shifts.

16.07 In the event an employee is required to work two (2) consecutive shifts he shall be paid normal overtime rates for such work and will not be required to resume work until the time equal to a full shift has elapsed.

16.08 Regular employees of one shop shall not engage in work in another shop.

ARTICLE 17: STATUTORY HOLIDAYS

17.01 The following Statutory Holidays are to be observed and paid for by the Company:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

Statutory Holidays shall extend for a period of twenty-four (24) hours from the normal starting time of any shift.

17.02 When a Statutory Holiday falls on a Saturday or Sunday, either the Friday preceding or the Monday following the Holiday shall be given to the employees as a substitute day off with pay.

17.03 For the night shift workers the shift commencing on the Plant Holiday and continuing into the next day will be designated as the Plant Holiday Shift. It is further agreed that the night shift workers shall receive their night shift premium in such Holiday pay.

ARTICLE 18: VACATIONS

18.01 Each employee who has been employed in the Company less than one (1) year shall receive vacation with pay in advance, on the basis of one (1) day's vacation for each twenty-six (26) days of actual work.

18.02 Each employee shall receive two (2) weeks' vacation with pay in advance, provided he shall have been employed in the Company for a period of one (1) year prior to July 1st of any year.

18.03 Each employee shall receive three (3) weeks' vacation with pay in advance, during each year, provided he shall have been employed in the Company for a period of two (2) years prior to July 1st of any year. An employee hired after November 16, 2015 shall be entitled to three (3) weeks vacation with pay in advance, provided he shall have been employed in the Company for a period of four (4) years prior to July 1st of any year.

18.04 Each employee shall receive four (4) weeks' vacation with pay in advance, during each year, provided he shall have been employed in the Company for period of nine (9) years prior to July 1st of any year.

18.05 Each employee shall receive five (5) weeks' vacation with pay in advance, during each year, provided he shall have been employed in the Company for a period of twenty (20) years prior to July 1st of any year.

18.08 Vacations as far as possible will be scheduled at times most desirable to the employees. However, vacation periods shall be designated by the Company provided the Company gives a minimum of fourteen (14) days' notice prior to vacation.

18.09 For those who receive three (3) weeks' vacation, it is understood that three (3) of the weeks will be continuous unless the employee would like otherwise. For those who receive four (4) weeks' vacation, it is understood that three (3) of the weeks will be continuous. The timing of the fourth week's vacation will be left to the discretion of the management.

18.10 A vacation due an employee in any calendar year must be taken in that calendar year.

18.11 If a Statutory Holiday falls within an employee's vacation period the employee's vacation shall be extended for another day with pay.

18.12 In the event of termination of employment for any reason whatsoever, all accumulated vacation pay credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which event the amount due shall be paid to the estate of the deceased. Accumulated vacation credits is deemed to mean vacation with pay earned in the previous year but not taken by the individual, together with the accrued vacation with pay earned in the year of employment termination.

In the event that an employee is laid off or is to be laid off for more than fifteen (15) consecutive days and this is known at the time of layoff, he may request and shall receive his accrued vacation pay at the time of layoff, or in any event, may request and shall receive his accrued vacation pay at any time after such fifteen (15) day period.

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

18.13 The Night Shift Premium paid to regular night shift workers shall be included in vacation pay for night shift workers.

ARTICLE 19: WELFARE

19.01 The Company agrees to pay a maximum of \$393.49 per employee per month on a pooled basis, to a mutually agreed health care supplier. A meeting will be held between the Union and the Company if the Alberta Government re-instates the Alberta Health Care Premium or similar levy that will affect the cost of the Welfare Plan.

19.02 The Company will remit monthly to the Welfare Plan the amounts as stated above not later than the 15th day of the month following.

19.03 The Company shall not be required to make Welfare contribution on behalf of a new employee covered by the labour agreement until the employee has completed six (6) months of continuous service.

19.04 It is agreed that the full E.I. premium reduction including the employee's 5/12th share will be retained by the employer.

19.05 It is agreed that the life insurance coverage will be at one and one half times (1.5x) the basic rate of the employee.

19.06 It is agreed that the Short Term Disability and Long Term Disability portions of the remittance to the health care supplier will be done in a manner to allow the employee to receive a tax-free benefit at the time of claim as currently allowed by Revenue Canada.

ARTICLE 20: LONG TERM DISABILITY

See Article 19.06

ARTICLE 21: BEREAVEMENT

21.01 A regular employee who is absent from his scheduled work because of the death of a family member, which shall consist of spouse, children, parents, grandparent, grandparent-in-law, brother or sister, shall be granted four (4) days paid bereavement to be taken at the employee's discretion. Additional time to grieve or to attend to family matters will be taken at no cost to the Company.

ARTICLE 22: JURY SERVICE

22.01 Any employee required to serve on or appear for Jury Duty or as a Crown witness shall receive from the Company the difference between his jury or witness pay and his regular pay. When presence is not required in Court, employees shall report for work.

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

ARTICLE 23: SEVERANCE PAY

23.01 In the event of permanent layoffs for reasons other than termination with cause, all employees who lose employment with the Company, shall receive severance pay which shall include all entitlements as outlined under Employment Standards Code of Alberta.

ARTICLE 24: TECHNOLOGICAL DEVELOPMENTS

24.01 The parties recognize that technological developments, if they are to further the continued growth of the graphic arts industry, place a responsibility upon the Company to explore and promote new markets, and require the co-operation of the Company and the Union in the development of new skills.

24.02 In order to insure the order and most advantageous introduction of new types of equipment and new processes, the parties agree to meet upon request of either party to consider and develop programs for the retraining or rehabilitation of employees in new skills required so as to avoid, if possible, layoffs resulting from the introduction of new types of equipment or new processes.

ARTICLE 27: NEW MACHINES OR PROCESSES

27.01 The Company agrees that in the event of the installation of new or improved machines or processes for work covered in the Jurisdiction clause of this contract, such machines or processes must be operated by employees covered under this contract and under a scale of wages and conditions of work agreed upon by a Joint Committee equally represented by the Company and the Union.

27.02 In the event that agreement cannot be reached by the Joint Committee within sixty (60) days from the beginning of operation of such machines or processes, the matter shall be referred to the Grievance Procedure (Article 37.02). The wages when adopted shall be retroactive to the date of the re-classification of the employee to such equipment or process.

ARTICLE 28: PRESS COMPLEMENTS

28.01 Press complements are to be as follows:

	<u>1st</u> <u>Pressman</u>	<u>2nd</u> <u>Pressman</u>	<u>Feeder</u>
LITHO			
ONE COLOUR			
Up to 30" inclusive	1		
Over 30" and up to 54" inclusive (feeder optional up to 36")	1		1
TWO COLOUR			
Up to 30" inclusive	1		
Over 30" and up to 40" inclusive	1		1
SIX OR TEN COLOUR			
28 X 40 WITH C.P.C. & Autoplate	1	1	

28.02 No person shall be permitted to run more than one press at a time except letterpress, press under 20".

28.03 1st Pressman shall be Journeyman Pressman.

28.04 2nd Pressman could be a Journeyman or Press Apprentice.

ARTICLE 29: IDENTIFICATION OF WORK

29.01 The Union Label is the exclusive property of UNIFOR LOCAL 191 and its use is authorized only by the express direction and consent of UNIFOR upon execution of and compliance with, the standard Union Label License Agreement.

ARTICLE 30: SUBCONTRACTING

30.01 The Company agrees that no work destined for this plant, will be subcontracted, which this plant can do in an economical manner, while there is any slow time among the employees doing such work in the plant.

ARTICLE 31: TRADE PRACTICES

31.01 The Company agrees, whenever possible, to use only the services of those Companies which observe the wages, hour and economic conditions of employment established by labour unions having jurisdiction over the type of service performed.

31.02 Upon request by the Shop Delegate, the Company will advise him of the source of any work brought into the plant from the outside. Such request shall not interfere with the normal production of the plant.

ARTICLE 32: PIECEWORK AND BONUS

32.01 It is agreed by the Company that there shall be no piecework or bonus systems applying to any employees covered by this contract.

ARTICLE 33: DEFAULT OF PAYMENT

33.01 In the event that the Company is in default of any payment which is to be made to the Union under the terms of this collective agreement, the Company agrees to bear the cost of collecting such monies including those legal fees directly involved in such collection. It is further agreed that such accounts shall bear one (1) percent per month penalty until they are paid.

ARTICLE 34: UNION ACCESS TO PLANT

34.01 It is agreed that the Union Representative shall have access to the plant by specific permission of the management.

34.02 The Union agrees not to transact any business of the Union on the Company's time other than as permitted by the Company.

ARTICLE 35: LAYOFF AND DISCHARGE

35.01 No employee may be disciplined or discharged except for just cause.

35.02 Before the discipline or discharge of a shop delegate or an officer of the Local, the Company must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Company and to call in the International for this purpose when an Officer of the Local is involved. In the event of the discharge of such an employee, the Company shall simultaneously furnish reason for such discharge in writing.

35.03 In the event of a layoff for less than fifteen (15) consecutive days an employee shall be considered an employee of the Company for all purposes except payment of wages.

35.04 Any employee who has been regularly employed in the same establishment for a period of six (6) months or more and who is permanently separated from employment because of lack of work, job obsolescence or similar reasons, shall be given notice or pay in lieu thereof, equal to the time elapsing between pay periods.

35.05 An employee must give at least one (1) week's notice of termination and when he does so, shall be allowed to complete that week or be awarded a weeks' pay in lieu thereof.

35.06 Layoff will be on the basis of last employed in the department in each classification provided the remaining employees can perform the work available. Rehiring will be done in the reverse order of layoffs.

35.07 When an employee is receiving a written letter of discipline, the employee will be allowed to have Union representation in attendance if desired.

35.08 If an employee is discharged for any reason the Employer will inform the Union and will, at the request of the Union, provide the reasons for the discharge in writing within forty-eight (48) hours of such request.

35.09 A written disciplinary document must be entered into the employee's personnel file.

35.10 All employees shall, by appointment only, have access to view disciplinary documents in their personnel file. Upon request, the employee will be provided copies of the disciplinary documents.

35.11 After formal amalgamation of Unicom Graphics and McAra Printing, all Unicom employees will retain their years of service and be accorded the rights of their seniority within this contract. Upon ratification, a one-time recognition payment will occur to all McAra employees of \$500 for service recognition. If service is equal, preference will be given to McAra employee.

ARTICLE 36: SHOP DELEGATES

36.01 The name of the Shop Delegate(s) shall be supplied to the Company and the Company shall be notified of any change thereafter.

36.02 The Company recognizes the Shop Delegate(s) as the initial contact pertaining to official Union matters and shall not discriminate against him for performing such duties.

36.03 A shop delegate does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local President, Local representative or the Local Executive Board.

ARTICLE 37: GRIEVANCE AND ARBITRATION

37.01 All grievances must be lodged with the proper level of management within ten (10) working days of occurrence.

37.02 Any dispute under this contract or any difference involving interpretation of this contract shall first be taken up between the Shop Delegate or Shop committee and the Management. In the event of failure to adjust the matter in dispute within five (5) working days, the Officials of the Local Union shall be called in to seek an amicable adjustment of the difference.

37.03 Should no settlement of the dispute be reached between the last mentioned parties within five (5) working days, the matter shall be referred to an arbitrator mutually agreed upon between the two parties. If there is failure to agree upon an arbitrator within five (5) working days, then the Labour Department of the Province involved shall be requested to name an arbitrator.

37.04 The decision of the arbitrator shall be final and binding upon both parties.

37.05 Any cost relative to the arbitrator shall be borne equally by both parties.

37.06 Working and other conditions prevailing immediately prior to the action that initiates the dispute shall be preserved unchanged until a decision has been rendered.

37.07 It is agreed that a demotion, suspension, dismissal or any other disciplinary measure may be the object of a grievance. In such cases the arbitrator may, if he deems it just and equitable annul, modify or sustain such decisions and/or the re-payment in whole or in part of any losses sustained by the employee.

ARTICLE 38: STRUCK WORK

38.01 The Company agrees that it will not knowingly render production assistance to any employer, any of whose plants is legally struck by any Local of UNIFOR or where members of any such Local or the national union are legally locked out, by requiring the employees covered by this contract to handle any work farmed out directly or indirectly by such employer, other than work which the Company herein customarily has performed.

38.02 The Union reserves the right to refuse to execute any work received from or destined for any shop which has been legally struck by members of UNIFOR other than work which the Company herein customarily has performed for the employer involved in such strike.

38.03 The Union and its member, individually and collectively, agree that during the term of this Agreement, or while negotiations are under way for the renewal or extension of this Agreement, they will not cause, support, encourage, condone or engage in a strike, slowdown, or other activity designed to restrict or limit production. The Company agrees with the Union that during the term of this Agreement or while negotiations are under way for renewal or extension of this Agreement, they will not lockout any employee covered in this Agreement. The Union and its members further agree that they will not involve any of the employees of the Company or the Company itself in any dispute which may arise between any other employer and his employees and without limiting the generality of the foregoing, the Union and its members agree not to engage in any sympathetic strike.

ARTICLE 39: INDIVIDUAL RIGHTS OF EMPLOYEE

39.01 It is further stipulated that the Union reserves to themselves and their members the right to refuse to execute work of the type described in Article 38.

39.02 The Company agrees that it will not discharge, discipline or discriminate against any employee because such employee refuses to handle any work of the type described in Article 38.

ARTICLE 40: PICKET LINES

40.01 Notwithstanding any other provisions of this contract, the failure or refusal of any employee to pass through or work behind any picket line legally established at this plant by UNIFOR shall not be deemed a breach of this contract and the Company shall not discharge, discipline or otherwise discriminate against any such employee.

ARTICLE 41: SEPARABILITY

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

41.02 The parties to this contract recognize that the terms of this contract are subject to the provisions of the Labour Laws of the Province.

ARTICLE 42: AGREEMENT CONTINUITY

42.01 The Company agrees that it shall give written notice of this contract and all of its clauses contained herein to any prospective purchaser, transferee, lessee or assignee. A copy of such written notice shall be furnished to the Union not less than ten (10) days prior to the effective date of sale, transfer, lease or assignment.

ARTICLE 43: EXTENSION OF CONTRACT

43.01 In the event that upon the termination date of this contract as set forth in Article 48, the parties have failed to reach an understanding with respect to a new contract, the parties by mutual consent may continue to work under this contract.

ARTICLE 44: CONCILIATION

44.01 Should negotiations go beyond the 15th day of November in any subsequent year following the life of this contract, after amendments have properly been submitted, then conciliation proceedings may be started immediately thereafter.

ARTICLE 46: SANITATION AND SAFETY

46.01 The Company will continue to make all reasonable provisions for the safety and health of its employees during working hours. The Union agrees that it will co-operate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.

46.02 Whenever accident risk machinery is being operated, at least two (2) people shall be present within sight or hearing of each other so that in the case of an accident, adequate rescue and first aid measures can be provided.

46.03 The plant shall be kept in a clean, well-ventilated and sanitary condition in compliance with applicable Provincial Legislation and the employees shall co-operate with the company in this regard.

46.04 When new chemicals are introduced into a department or plant, such chemical, if not previously tested and proven to be non-injurious to the employees, shall upon request be submitted to the Research Council or Workers' Compensation Board for testing and confirmation that the product is not harmful to the employees within the department or plant. Both parties to this agreement shall accept such confirmation or other recommendation by the Research Council or Workers' Compensation Board.

46.05 The Company will endeavor to ensure that when new chemicals are introduced, proper and legible instructions are available for the guidance of employees. In the event the language used on such new chemicals is not English the employer shall request the suppliers to supply an English translation.

ARTICLE 47: LABOUR MANAGEMENT COMMITTEE

47.01 A Committee equally representative of the Employer and the Union, and known as the Labour Management Committee, shall be established under this agreement. This committee shall choose its own officers, and meet at stated intervals, to be determined by the committee, for the purpose of developing teamwork in the plant and discussing such other matters which the committee considers essential to the general welfare of the plant. This committee shall not handle grievances or engage in the settlement of disputes arising under the terms of this agreement. The Employer agrees to consult with the Union in all matters and policies which affect the members of the Union.

ARTICLE 48: DURATION OF CONTRACT

48.01 This contract shall be effective as of the 16th day of November 2015 until the 15th day of November 2018 and thereafter from year to year, unless at least ninety (90) days prior to the anniversary date, the written notice is given by either party to the other that the contract is to be terminated or amended.

IN WITNESS WHEREOF we have affixed our hands on this _____ day of November, 2015.

McARA PRINTING
Calgary, Alberta

UNIFOR LOCAL 191

For the Company

For the Union

For the Company

For the Union

For the Union

Date: _____

Date: _____