

COLLECTIVE AGREEMENT

- between -

TRANSCONTINENTAL LGM – CORONET

- and -

**UNIFOR
LOCAL 191
WINNIPEG, MANITOBA**

**Effective: September 30, 2018
Expiring: May 31, 2022**

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COLLECTIVE AGREEMENT

ARTICLE 1- ARTICLES OF AGREEMENT

- 1.01 It is hereby agreed by and between Transcontinental LGM - Coronet, 737 Moray Street, of the City of Winnipeg, hereinafter known as "the Employer" and Unifor and its Local 191, hereinafter known as "the Union", as follows:

ARTICLE 2- RECOGNITION

- 2.01 The Employer recognizes Unifor and its Local 191 as the exclusive representative for the purpose of collective bargaining in respect of rates of pay, hours of work or other conditions of employment for all employees performing work described in the Jurisdiction Article of this Contract.
- 2.02 The Employer 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 or make any written agreement of any kind with any other union relating to any jobs or work covered in the Jurisdiction Article of this contract.
- 2.03 No individual employment contract 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 all employees of the Employer, except Office Staff, Sales Staff, non-working supervisors exercising management functions primarily, including the right to hire and fire, and those excluded by the Act.
- 3.02 For the purpose of this Agreement, the following departments shall be deemed separate departments of the trade:
- a) Pre-Press
 - Pre-Press
 - Platemaker
 - b) Bindery
 - I. Finishing
 - II. Mailing
 - III. General Labour
 - c) Web Press
 - d) Maintenance
 - e) Shipping / Receiving and Material Handling



ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement; and
 - c) Generally to manage the industrial enterprise in which the Employer is engaged and, without restricting the generality of the foregoing to determine the operation, extension, limitation, curtailment or cessation of operations, the right to establish and maintain rules and regulations and all other matters covering the operations of the Employer's business not specifically dealt with elsewhere in this Agreement.

ARTICLE 5 - UNION SHOP

- 5.01 The Employer 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 Employer under the jurisdiction of the Union. Excluded supervisors shall be permitted to perform work normally performed by members of the bargaining unit to the extent this has been done in the past.
- 5.02 The Employer 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. A Shop Steward shall be given an opportunity to interview each new employee during regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment.
- 5.03 The Employer agrees that all employees of the Employer covered by this Agreement and hired on or after its execution date, shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
- 5.04 Where an employee 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, within ten (10) days after written notice from the Union, the Employer shall discharge such employee.

ARTICLE 6 - DUES CHECK-OFF

- 6.01 The Employer agrees that, 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.

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- 6.02 Such amount will be determined by Union resolution, a certified copy of which will be remitted to the Employer.
- 6.03 The Employer will remit monthly to the Local concerned the amounts as deducted, no later than the fifteenth (15th) day of the month following said deduction.

ARTICLE 7 - PROMOTIONS AND HIRING

- 7.01 The Employer agrees to inform the Local Union office of all position vacancies. The Union agrees to furnish the necessary employees if applicable. The Union agrees to refer qualified applicants for available jobs in a non-discriminatory manner. The Employer shall have the right to engage from other sources such employees as may be necessary.
- 7.02 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.
- 7.03 In filling a vacancy, where relative ability, skills and efficiency are equal, seniority shall prevail, except that if no employee applies who has the required qualifications, the Employer may hire from outside the bargaining unit. This shall be subject to the Employer's employment equity program.
- 7.04 An employee who is successful in applying for a vacant position shall be given a trial period of three (3) months. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. If the Employer, in consultation with the Union, is uncertain as to whether the employee is suitable after the first three (3) months, the trial period may be extended for a further three (3) month period.
- 7.05 As of September 30th, 2018, current employees and applicants in positions of Journeyperson Millwright or Journeyperson Electrician shall have Manitoba Trades Qualification certification or Canadian Red Seal Certification.



ARTICLE 8 - APPRENTICES

- 8.01 The Employer shall inform the Union of the need for an Apprentice and the branch of the trade in which the Apprenticeship will be served.
- 8.02 Apprentices in the Pre-Press and Maintenance departments shall serve probationary periods of three (3) months, such time to become part of their apprenticeship period, to demonstrate their fitness to continue as Apprentices. If the Employer is uncertain as to whether the Apprentice is suitable after the first 3 months, the probation may be extended for a further three (3) month period. The term of apprenticeships shall be as follows:

Pre-Press

Pre-Press 2 years

Maintenance

Electrician 5 years

Mechanic 4 years

ARTICLE 9 - HOURS OF WORK

- 9.01 a) All full-time employees will be assigned to one (1) of the following shifts and schedules depending on Department and Piece of Equipment.

Day Shift:

- Five (5) consecutive calendar days for a total of thirty-seven-and-one-half (37.5) hours in a week.

Or

- Five (5) consecutive calendar days for a total of forty (40) hours in a week in the Mailing Department only.

Evening Shift :

- Five (5) consecutive calendar days for a total of thirty-seven-and-one-half (37.5) hours in a week.

Night Shift :

- Five (5) consecutive calendar days for a total of thirty-seven-and-one-half (37.5) hours in a week.

- b) Lunch Period

- Full-time employees assigned on a five (5) calendar days work schedule, for a total of thirty-seven-and-one-half (37.5) hours or forty (40) hours in a week in the Mailing Department, shall receive



an unpaid lunch period of not less than thirty (30 minutes) between the fourth and sixth hour after the regularly scheduled starting time of the shift. Employee shall be allowed to leave the department or equipment area for their lunch period. The lunch period may be staggered, unless department/equipment shutdown occurs, to ensure continuity of operations.

- c) 6/24 Work week – Day & Night Shifts:
 - Three (3) consecutive, or non-consecutive in the press department only (two of the three shifts must be consecutive), calendar days consisting of twelve (12) hour shifts, to be worked between 7:00 p.m. Sunday and 7:30 p.m. Saturday, for a total of thirty-six (36) hours in a week.

- d) 7/24 Work week – Day & Night Shifts:
 - Twelve (12) hour shifts and a maximum of eighty-four (84) hours of work averaged over an established two (2) week period. The Employer will consult with the Union before implementing a modified work week of 7/24.

- e) The Employer will provide at least ten (10) calendar days' notice when switching employees from a five (5) day work week schedule to a 6/24 or 7/24 work week schedule and vice versa.

The Employer will endeavour to provide, subject to the requirements and efficiency of operations, at least ten (10) calendar days' notice when switching employees from one modified work week schedule, 6/24 or 7/24, to a different modified work week schedule, except that an employee who is being switched from one modified work week schedule to another modified work week schedule will be provided with no less than forty-eight (48) hours off between the end of one modified work week schedule and the beginning of the different modified work week schedule.

When the Employer moves an employee from one modified work week to another, this shall not affect the employee's chosen and/or approved vacation time, unless by mutual agreement between the Employer and the employee.

- f) Employees within a department may be working different work weeks (i.e., some on modified and others on standard work week), except that all employees in the Press department and Bindery department who are assigned to a machine that is operated on a 7/24 basis will, subject to the requirements and efficiency of operations, work on a 7/24 shift schedule.



g) Lunch Period

Full-time employees assigned on 6/24 or 7/24, twelve (12) hours shift, work schedules shall receive a paid lunch period of not less than thirty (30 minutes) between the fifth and seventh hour after the regularly scheduled starting time of the shift. Employee shall be allowed to leave the department or press area for their lunch period. The lunch period shall be staggered, unless equipment shutdown occurs, to ensure continuity of operations.

- 9.02 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 to be an evening shift or a night shift.
- 9.03 The Employer will give at least twenty-four (24) hours' notice of its intention to change employees from one shift to another.
- 9.04 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.

ARTICLE 10 - COMPLAINTS OF DISCRIMINATION

- 10.01 The parties agree that there shall be no discrimination or harassment contrary to The Human Rights Code of Manitoba. Complaints of this kind shall be administered under this Article.
- 10.02 The resolution of incidents of complaints of discrimination will be governed by the following principles:
- a) the respondent shall have the right to know the allegations and the complainant's name;
 - b) confidentiality must be maintained to protect both the complainant and the respondent against unsubstantiated claims;
 - c) the complainant shall not be compelled to proceed with a complaint and shall have the right to withdraw a complaint at any point; and
 - d) reprisals against anyone who files a complaint will not be tolerated nor will complaints which are made for frivolous or vindictive reasons.
- 10.03 Should any employee feel that he/she has been the victim of such discrimination, a written complaint may be made through the Shop Steward to the Supervisor. Should the respondent to the complaint be the Shop Steward, the complaint shall be submitted directly to the Supervisor. Should the respondent to the complaint be the Supervisor, the complaint shall be submitted through the Shop Steward to the General Manager. The respondent shall be required to submit a written reply.

- 10.04 The Supervisor or General Manager shall attempt to resolve the complaint to the mutual satisfaction of the complainant and the respondent.
- 10.05 If informal resolution is not achieved, the complainant may initiate a grievance in writing at any step of the grievance procedure under Article 25, and if necessary refer the matter to arbitration under Article 26, if the respondent is in management.
- 10.06 If the respondent is employed in the bargaining unit, and if the Employer feels that the complaint is well-founded, the Employer shall impose such discipline, up to and including dismissal, as is just under the circumstances.

ARTICLE 11 - CALL-IN AND REPORTING PAY

- 11.01 An employee who reports for work at the scheduled start of his shift and who has not previously been instructed not to so report for work, shall be entitled to receive six (6) six hours' work or wages at the regular rate in lieu thereof, unless such employee of his/her own accord fails to complete six (6) hours' work.

The above clauses will not apply in the case of power failure or similar act of God.

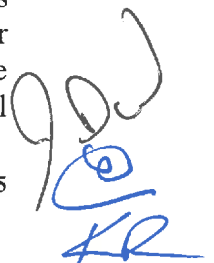
- 11.02 Any employee accidentally injured while working on the job, and therefore unable to finish his/her day's work, shall be paid for their full day that they were scheduled on that day.
- 11.03 If an employee is called back to work, he or she will receive overtime pay for the hours worked. The employee on callback shall receive a minimum of two (2) hours pay at overtime rate unless the employee leaves work on his/her own volition after finishing the work he/she was called back to perform. In the latter case, he/she will receive overtime pay for the time actually worked. Call-in starts when the employee arrives at the plant, and ends when the employee leaves the plant.

ARTICLE 12 - DEDUCTION FOR LATE ARRIVAL

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

ARTICLE 13 - WAGES

- 13.01 The Employer shall pay wage rates as provided in Appendix "A".
- 13.02 The rates mentioned in the above appendices are minimum rates only. The Union will not discriminate in any way against the Employer for paying premium rates to those who warrant them. No later than January 31st annually, the Employer shall provide to the Local Union Office a list of all employees who receive premium rate completed with the exact amount of said premium and total

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wages/compensation paid to the employee. Any changes to premiums during the year will be noted on dues remittance sent to the Union. The Employer acknowledges that Union dues under Article 6 shall be paid on these premiums.

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

13.04 Night Shift Premium

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

- 1st night shift = \$1.30/hour
- 2nd night shift = \$1.50/hour

Shift premium on modified work week for the night shift only:

- \$2.10 per hour

13.05 Rate Retention

Each employee shall be classified in his/her classification as spelled out in the Collective Agreement (see Article 13.01). No reduction shall be made to the classified rate when he/she is employed in any classification having a lower rate, unless the employee is reclassified or demoted. If any employee is employed in a classification which has a higher rate of pay, he/she shall be paid the rate of the higher classification.

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

13.06 Apprentice Increments - Pre-Press and Maintenance:

<u>Length of Apprenticeship</u>	<u>Wage (% of Pre-Press, Mechanic/Electrician rate)</u>				
	Start	After			
		<u>1 yr.</u>	<u>2 yr.</u>	<u>3 yr.</u>	<u>4 yr.</u> <u>5 yr.</u>
2 year	60%	80%	100%		
4 year	60%	70%	80%	90%	100%
5 year	50%	60%	70%	80%	90% - 100%

90W


ARTICLE 14 – UNIFOR GRAPHIC PENSION PLAN OF CANADA

14.01 Effective June 1, 2011, employees hired on or after June 1, 2011 shall not participate in or be covered by the Unifor Graphical Pension Plan of Canada.

Effective June 1, 2011, the Employer shall pay an amount of money equal to three percent (3%) of the basic day rate for each employee who, as at May 31, 2011, is covered by this Agreement and employed by the Employer, in the Unifor Graphical Pension Plan of Canada, hereinafter referred to as the Retirement Fund, established under an Agreement and Declaration of Trust by a board of trustees, composed of equal numbers of employer and union representation for the purpose of providing retirement, disability and/or associated benefit for employees or their beneficiaries on whose behalf payments are made by the Employer, and for financing the expenses and operation and administration of the Retirement Fund. The term "basic day rate" as used herein shall mean the basic day rate of an employee in his/her classification, including leave of absence due to sickness or layoff, for a period no longer than six (6) consecutive months, but excluding payment for overtime, premiums, shift differentials or any periods of labour dispute while the employees are not working. The parties agree that participation in and coverage by the Retirement Fund may be extended to the employees of any other employer under contract with Unifor and to the full-time employees and officers of the Union, or any of its local unions, and to the full-time employees and officers of any union entity or employer-union entity, provided that payments are made on behalf of such employees or officers and to all others covered under the terms of the Agreement and Declaration of Trust.

14.02 All payments to the Retirement Fund shall be left on deposit with a Canadian Trust Employer or banking institution, appointed by the trustees and acceptable to the Department of National Revenue, in order that registration of this plan is maintained and shall be payable by cheque or other form of money to the Unifor Graphical Pension Plan of Canada, and shall be transmitted monthly to the office of the aforesaid Trust Employer or banking institution in Canada. Concurrent with the payment by the Employer, the Employer shall submit such reports as the trustees deem necessary for the purpose of properly administering the trust and payment of benefits. All payments by the Employer required hereunder shall be due and payable within twenty (20) days after the payroll period of the month for which such payment is required.

14.03 Subject to Appendix "A" of this Agreement, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Employer as having been received by it, establishing the aforesaid retirement fund, as the same may be amended from time to time, and further agrees to be bound by the rules, regulations and plan, other than the amount stated above, as may be adopted by the trustees from time to time. The Employer further agrees that the employer-designated initial and successor trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as employer-trustee on its behalf.



14.04 It is agreed that the Unifor Graphical Pension Plan of Canada, as defined and the Unifor Agreement and Declaration of Trust entered into between Unifor and the trustees, to be continued and maintained, subject to the approval of any Federal or Provincial authority having jurisdiction over the Unifor Graphical Pension Plan of Canada.

New benefits shall be effective on the appropriate dates established by the board of trustees of the Unifor Graphical Pension Plan of Canada.

14.05 Appendix "A"

Should, as a result of Provincial or Federal Government legislation, contributions to the Unifor Graphical Pension Plan of Canada, be rendered non-eligible as a corporate tax deduction, contributions to such plan on the part of the Employer's signatory to this Agreement will be discontinued as of the effective date of legislation. Such contributions retroactive to the above-mentioned date of discontinuance will be made to provide some other benefit as selected by the appropriate authorities of Unifor and which qualifies as a tax deductible expense of Employers so covered.

ARTICLE 15 - OVERTIME

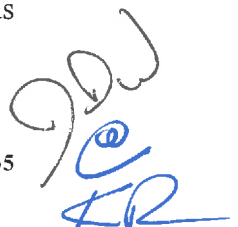
15.01 The employees recognize that customers' demands will, upon occasion, make overtime work necessary and overtime may be worked by mutual consent, but the employees will not be required to work overtime unless the Employer gives, whenever possible, twenty-four (24) hours' notice, but not less than five (5) hours' notice of such overtime work. The Employer shall not unfairly discriminate against any employee who from time to time refuses to work overtime.

15.02 Overtime rates shall be on the following basis:

- a) For all hours worked in excess of an employee's regular work day from Monday to Friday inclusive, the employee shall receive one and one-half (1 1/2) times his hourly wage rate.

When an employee works an additional shift/partial shift during the week, he/she must have worked his/her regular weekly hours before getting paid for overtime. Approved vacation time, or any other approved paid time off will count as hours worked.

- b) For all work performed on a Saturday or Sunday where the Saturday or Sunday is not part of an employee's regular work week, the employee shall receive one and one-half (1 1/2) times his hourly wage rate if, and only if, the employee has worked his/her regular hours during the work week. Approved vacation time, or any other approved paid time off will count as hours worked.



- c) For all worked performed on a Statutory Holiday, as set forth in Article 16.01 of this Agreement, an employee shall receive one and one-half (1 1/2) times his hourly wage rate.

15.03 There shall be no pyramiding, duplication or compounding of overtime or premiums or any other benefits under this Agreement.

15.04 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 shift.

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.

15.05 Employees required to work a split shift (twelve hours) shall receive the shift premium for hours worked during the evening or midnight shift.

Example: Midnight Shift:
 11:30 p.m. to 11:30 a.m.
 8 hours Midnight Rate
 4 hours Day Rate (i.e. no premium)

Modified Work Week

a) For employees working on a 6/24 shift schedule, when Saturday and/or Sunday are part of an employee's regularly scheduled modified work week, overtime rates shall not apply to work performed on a Saturday and/or Sunday except that overtime rates will apply to all time worked in excess of the employee's regularly scheduled modified work week.

Notwithstanding the paragraph above, in all circumstances, the employee must have worked his/her regular weekly hours before getting paid overtime rates for all time worked in excess of the employee's regularly scheduled modified work week. Paid lunch breaks are considered as time worked and consequently overtime premium applies after thirty-six (36) hours paid in a week. Approved vacation time, or any other approved paid time off, will count as hours worked. Overtime rates do not apply on paid lunch breaks for employees who perform work during their lunch breaks.

b) For employees working on a 7/24 shift schedule, overtime rates will apply to all time worked in excess of the employee's regularly scheduled shift or to all time worked in excess of eighty (80) hours within an established two (2) week period.

Notwithstanding the paragraph above, in all circumstances, the employee must have worked his/her regular hours over a two (2) week period before getting paid overtime rates for all time worked in excess of the employee's



regularly scheduled modified work week. Paid lunch breaks are considered as time worked and consequently overtime premium applies after eighty (80) hours paid in a two (2) week period. Approved vacation time, or any other approved paid time off, will count as hours worked. Overtime rates do not apply on paid lunch breaks for employees who perform work during their lunch breaks.

15.06 A meal allowance of ten dollars (\$10.00) will be paid for working more than two (2) hours in excess of a regular shift.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The following Statutory Holidays are to be observed and paid for by the Employer:

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

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

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

16.03 For the night shift workers, the shift commencing on the plant holiday as determined by the Employer and continuing into the next day will be designated as the statutory holiday shift. It is further agreed that the night shift workers shall receive their night shift premium in such holiday pay.

16.04 For employees working the modified work week, if a statutory holiday falls on his regularly scheduled work day, he shall receive twelve (12) hours pay at his/her regular hourly rate. If a statutory holiday falls outside his/her regularly scheduled work days, he/she shall receive eight (8) hours pay at his/her regular hourly rate.

ARTICLE 17 - VACATIONS

17.01 Vacation Year - July 1st to June 30th. Entitlement will be determined as of July 1st of each year.

17.02 An employee who has been employed with the Employer less than one (1) year, prior to July 1st, will receive vacation with pay on the basis of one (1) day vacation for each twenty-five (25) days of actual work.

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- 17.03 After completing one (1) year of service, each employee shall receive a three (3) week vacation with pay.
- 17.04 After completing eight (8) years of service, the employee shall receive a four (4) week vacation with pay.
- 17.05 After completing seventeen (17) years of service, the employee shall receive a five (5) week vacation with pay.
- 17.06 Summer vacation schedules and Christmas vacation schedules for the period of December 25th to January 8th inclusive, shall be posted prior to May 15th of each year.
- 17.07 Vacations shall be chosen by employees by seniority within each classification. There shall be a separate vacation schedule for each classification and employees must submit their selection by the first (1st) week of April of each year.

Vacation selections shall be approved by the Employer and when the vacation schedules, as defined in article 17.06, are posted, there is no change without the Employer and the employee's consent.

- 17.08 For those employees who are entitled to three (3) weeks' vacation or more, it is understood that two (2) of the weeks will be continuous. Employees within each classification shall choose their initial two (2) weeks by seniority. No employee shall have more than two (2) weeks' vacation in the prime time of June, July, August and December 25th through January 8th inclusive, until every employee has chosen the initial two (2) weeks. All remaining weeks of vacation shall be submitted and subject to the Employer's approval according to the seniority within each classification.

As of March 1st of each year, unused vacation may be assigned by the Employer with a minimum of twenty-one (21) days' notice prior to vacation.

- 17.09 Vacation credits are not cumulative from year to year. All vacation earned in any year must be taken during the following year. Any exception shall be discussed and authorized by the Employer.
- 17.10 If a holiday falls within an employee's vacation period, the employee's vacation shall be extended for another day with pay.
- 17.11 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 the 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 credit is deemed to mean vacation 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, less any vacation that may have been advanced to the employee.

In the event 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 the 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.

- 17.12 Vacation pay shall be calculated based on six percent (6%), eight percent (8%) or ten percent (10%) of straight time earnings in the year the vacation is earned. These earnings shall not include sick leave or WCB earnings.

ARTICLE 18 – DISCIPLINE

18.01 The Employer shall not discipline or dismiss any employee bound by this collective agreement except for just cause. A written reprimand, suspension or termination shall be in writing and shall contain the reasons for the suspension or dismissal and shall be given to the employee concerned, with a copy to the Local Union office. An employee has the right to ask for a shop steward to be present during discipline; however, for suspension or termination a shop steward will always be present.

18.02 Any formal discipline on an employee's file that is more than eighteen (18) months old will be removed, only if the employee did not receive any other formal discipline for the same or similar offence in that eighteen (18) month period. In addition, any formal discipline with a suspension of five (5) working days or more, or three (3) working days or more for employees on twelve (12) hour shifts, will be kept in the employee's file for twenty-four (24) months.

18.03 A formal discipline removed from an employee's file cannot be used for disciplinary reasons or referred to in an arbitration hearing.

ARTICLE 19 - GROUP INSURANCE PLAN

19.01 As soon as practicable following September 30th, 2018, each employee who is covered by this Agreement shall be eligible to participate in the group insurance plan maintained by the Employer, known as Transflex, or a similar group insurance plan maintained by the Employer. The Employer shall advise the Union prior to any amendments being made by the Employer to the group insurance plan. In all respects the contributions required by the benefit plan shall be administered in accordance with the rules and regulations of the plan, such that the plan shall not form part of this Agreement and no question or issue arising under or relating to the administration of such plan shall be subject to the



grievance procedure or arbitration provisions of this Agreement.

- 19.02 If an employee becomes eligible for Short-term disability (STD) benefits after being absent from work, for sickness or personal injury, for one (1) week or longer, the Employer will reimburse the employee for his/her regular wages lost during the waiting period of the STD benefit plan, up to the following:
thirty-seven-and-one-half (37.5) hours, or forty (40) hours, or thirty-six (36) hours (6/24 Work week), or forty-two (42) hours (7/24 Work week), depending on the employee's regular work week.

ARTICLE 20 - PENSION

- 20.01 Pension contributions for all eligible employees are as follows:

June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021
\$32.64 per week	\$33.21 per week	\$33.79 per week	\$34.38 per week

- 20.02 The Employer shall pay the negotiated amount per week on behalf of each employee covered by this Agreement who has completed his/her probationary period to the Unifor Graphical Pension Plan of Canada (Press Department is covered under the Canadian Multi-Employer Retirement Fund for the Graphic Arts Media), hereinafter referred to as the pension fund, established under an agreement and declaration of trust, administered by a board of trustees, composed of equal numbers of employer and union representatives, for the purpose of providing retirement, disability and/or associated benefits for employees or their beneficiaries on whose behalf payments are made by the Employer, and for financing the expenses and operation and administration for the pension fund. The Employer shall make payments for as long as the employee's name is maintained on the Employer's payroll, but excluding payment for any period of labour dispute while the employees are not working. The parties agree that participation in and coverage by the pension fund may be extended to the employees of any other employer under contract with Unifor 191 and to the full-time employees and officers of the International Union, or any of its local unions, provided that payments are made on behalf of such employee or officers and to all others covered under the terms of the Agreement and Declaration of Trust.
- 20.03 All payments to the pension fund shall be left on deposit with a Canadian trust Employer or banking institution, appointed by the trustees and acceptable to the Department of National Revenue, in order that registration of this plan is maintained and shall be payable by cheque or other order for money to the Unifor Graphical Pension Plan of Canada, and shall be transmitted monthly to the administrator appointed by the trustees for deposit with the aforesaid trust Employer or banking institution in Canada. Concurrent with the payment by the Employer, the Employer shall submit such reports as the trustees deem necessary for the purpose of properly administering the trust and payment of benefits. All payments by the Employer required hereunder shall be due and payable within

twenty (20) days after the payroll period of the month for which such payment is required.

- 20.04 The Employer agrees to be bound by the terms of the agreement and declaration of trust, a copy of which is hereby acknowledged by the Employer has having been received by it, establishing the aforesaid pension fund, as the same may be amended from time to time, and further agrees to be bound by the rules, regulations and plan, other than the amounts stated above, as may be adopted by the trustees from time to time. The Employer further agrees that the employer-designated initial and successor trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as employer-trustees on its behalf.
- 20.05 It is agreed that the Unifor Graphical Pension Plan of Canada, as defined in the agreement and declaration of trust, between the Employer, Unifor and the trustees, separate and apart from this collective agreement and maintain, subject to the approval of any federal or provincial authority having jurisdiction over the Unifor Graphical Pension Plan of Canada .
- 20.06 New benefits will be effective on the appropriate dates established by the trustees of the Unifor Graphical Pension Plan of Canada. When an employee has been absent for six (6) consecutive months, contributions for the pension plan will cease until the employee returns to work.

ARTICLE 21 – LEADHAND

- 21.01 A “Lead Hand” shall be designated at the sole discretion of the Employer. A lead hand directs, supervises and distributes work to other employees and whose supervisory functions are not included in their job classification. The “Lead Hand” shall not administer discipline.
- 21.02 A premium of two dollars (\$2.00) per hour over the regular hourly rate shall be given to the “Lead Hand.”

ARTICLE 22 - BEREAVEMENT

- 22.01 a) A regular full-time employee shall receive five (5) days off with pay for a death in his immediate family, which shall consist of his spouse, common-law spouse, children, brother or sister, and parents.
- b) A regular full-time employee shall receive two (2) days off with pay for a death in his extended family, which shall consist of his father-in-law, mother-in-law, grandchildren, grandparents, brother-in-law and sister-in-law. Extended family includes in-laws through marriage or common-law marriage at a time where the employee continues to reside with the spouse or common-law spouse.



- c) Other circumstances where individuals require additional time will be considered by the Employer.
- d) Active pallbearers shall be given time off with pay to fulfill their duties up to a maximum of half a day.

ARTICLE 23 - JURY DUTY

- 23.01 Any employee required to serve on or appear for jury duty or as a Crown witness shall receive from the Employer the difference between his jury or witness pay and his regular pay. When presence is not required in Court, employees shall report for work.
- 23.02 When an employee is working a night shift during the period that he or she is serving on jury duty, he or she 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 24 - SEVERANCE PAY

- 24.01 In the event of termination of employment by the Employer and except for dismissal for just cause, all employees with three (3) or more years' continuous service with the Employer shall receive severance pay of not less than four (4) weeks' pay at the regular rate.

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.01 A grievance means a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement.

If an employee has a complaint or question which he or she wishes to take up with the Employer, he will discuss it first with the Shop Steward, after which he will confer with his immediate supervisor.

If such informal discussion fails to resolve the Employee-Management problem within four (4) working days of the event giving rise to the complaint, the employee may resort to the formal grievance procedure as follows:

No employee has a grievance until he has conferred with his Shop Steward and given his immediate supervisor the opportunity to settle the complaint.

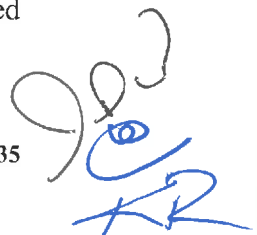
- 25.02 Step 1 - A written grievance shall be presented by the Shop Steward to the immediate supervisor of the employee in question within seven (7) working days of the circumstances giving rise to the grievance. The supervisor shall give his reply to the grievance within five (5) working days of receipt of the grievance.
- 25.03 Step 2 - If a satisfactory settlement is not reached pursuant to Step 1, the grievance shall be submitted to the General Manager within fifteen (15) working days of the circumstances giving rise to the grievance. The General Manager, or

his designate, shall within five (5) working days after receipt of the written grievance at Step 2 meet with the Shop Steward and/or Local 191 representative to discuss the grievance. The General Manager or his designate shall, within five (5) working days after such meeting state the decision in writing to the union.

- 25.04 The Union and the Employer may grieve any matter concerning the interpretation, application or alleged violation of this Agreement, and such grievance may be initiated by either party at Step 2 of the grievance procedure within fifteen (15) working days after the circumstances giving rise to the grievance. An Employer grievance at Step 2 shall be filed with the President of the Local Union or designate. All suspension and termination grievances shall be filed at Step 2.
- 25.05 No term or condition of employment covered by this Collective Agreement shall be the subject of court action instead of the grievance procedure herein. Any employee who wishes to challenge his dismissal must grieve and shall have no recourse to an action for wrongful dismissal in court.
- 25.06 The Union reserves the right to grieve any breach of the collective agreement.

ARTICLE 26 - ARBITRATION

- 26.01 Failing settlement of any grievance under the procedure set forth in Article 25, such grievance may be submitted to arbitration provided it has been properly processed under Article 25.
- 26.02 A request for arbitration shall be made in writing by either party addressed to the other party to this agreement and shall be made within ten (10) days after exhausting the grievance procedure established by this agreement and shall contain the name of a single arbitrator from the following list of four (4) agreed to by the Employer and the Union.
- Both parties agree to the following list of arbitrators to be used on a rotation basis:
Michael Werier,
Blair Graham,
Bill Hamilton and
Diane Jones.
- 26.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the complaint in question.
- 26.04 Each of the parties hereto shall bear the expenses of its representative, and the parties shall equally bear the expenses and/or fees of the arbitrator.
- 26.05 The arbitrator shall not have jurisdiction or power to make decisions inconsistent with the terms of this Agreement, nor to alter, modify or amend this Agreement, but shall base his/her decision on the contractual rights of the parties as disclosed by this Agreement.



ARTICLE 27 - TEMPORARY LAYOFF

27.01 In the event of a temporary layoff, the Employer shall give three (3) calendar days' notice to the affected employees. Where relative ability, skills and efficiency are equal, seniority shall determine order of layoff and recall.

ARTICLE 28 - INDEFINITE LAYOFF

28.01 In the event of an indefinite layoff (more than thirteen (13) weeks), employees will be laid off according to seniority, where relative ability, skills and efficiency are equal.

28.02 Employees losing employment shall be entitled to and receive not less than two (2) weeks' notice or in lieu thereof two (2) weeks' pay, plus any earned vacation and holiday credits at their regular rate of pay, but such payment shall be included with, and not additional to, any payment made under Article 24.

28.03 When an employee receives his two (2) weeks' pay or notice and thirteen (13) weeks have elapsed, his/her name shall, subject to Article 48.04, be removed from the seniority lists. In the event such employee is rehired by the Employer within six (6) months of being taken off the seniority list, (s)he shall be credited with all his/her previous seniority.

28.04 It is agreed that employees dismissed for cause do not qualify under the provision contained in Article 28.03.

28.05 The employee agrees to give two (2) weeks' notice of his intention to leave.

ARTICLE 29 - TECHNOLOGICAL CHANGE

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

29.02 In order to ensure the orderly and most advantageous introduction of new types of equipment and new processes, the parties agree to form a joint committee which will explore and develop programs to provide skills upgrading for employees in all departments, so as to avoid, if possible, layoffs resulting from the introduction of new types of equipment or new processes.

ARTICLE 30 - NEW MACHINES OR PROCESSES

30.01 The Employer 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 Employer and the Union.

30.02 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 and arbitration procedure (Article 25 & 26). The wages when adopted shall be retroactive to the date of the re-classification of the employee to such equipment or process.

30.03 In light of the provisions of Articles 29 and 30, the parties agree that the provisions of *The Labour Relations Act* respecting technological change (Sections 83, 84 and 85), shall have no application to this unit.

ARTICLE 31 - UNION LABEL

31.01 The Unifor Union Label is the exclusive property of Unifor (the National Union) and its use is authorized only by the express direction and consent of the National Union upon execution of, and compliance with, the National Union's Union Label License Agreement.

ARTICLE 32 - SUBCONTRACTING

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

ARTICLE 33 - TRADE PRACTICES

33.01 Upon request by the Shop Steward, the Employer shall advise him of the source of any work brought into the plant from outside. Such request shall not interfere with the normal production of the plant.

ARTICLE 34 - PIECE WORK AND BONUS

34.01 It is agreed by the Employer that there shall be no piecework or bonus systems, excluding profit sharing, applying to any employees covered by this contract.

ARTICLE 35 - OPERATION OF EQUIPMENT AND PERFORMANCE OF WORK

35.01 No work will be performed during lunch periods, except by mutual agreement, and then only by the regular work complement.

35.02 Operators agree in good faith to make every reasonable effort to contribute to efficient production.

ARTICLE 36 - UNION ACCESS TO PLANT

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



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

ARTICLE 37 - SHOP STEWARDS

37.01 The name of the Shop Steward(s) shall be supplied to the Employer and the Employer shall be notified of any changes thereafter.

37.02 The Employer recognizes the Shop Steward(s) as the initial contact pertaining to official union matters and shall not discriminate against him/her for performing such duties.

ARTICLE 38 - STRUCK WORK

38.01 The Employer agrees that no employee covered by this Agreement will be required to perform work which would directly facilitate the operation or business of another employer whose employees within Canada are represented by Unifor and its Local 191 and are locked out or on a legal strike, other than work which the Employer has customarily performed for the employer involved in such strike. The Union and its members, individually and collectively, agree that, in accordance with The Labour Relations Act, no strike will take place during the term of this Agreement and the Employer agrees that, in accordance with The Labour Relations Act, no lock out will take place during the term of this Agreement.

ARTICLE 39 - INDIVIDUAL RIGHT 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 Employer 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 and its Local 191 shall not be deemed a breach of this contract and the Employer 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 in such event, such clause or clauses, 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 - EXTENSION OF CONTRACT

- 42.01 In the event that upon the termination date of this contract as set forth in Article 45, 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 43 - HEALTH, SAFETY AND ENVIRONMENT

- 43.01 The Employer will continue to make all reasonable provisions for the safety and health of its employees during working hours. The Union agrees that it will cooperate in the enforcement of safety rules and other Employer regulations concerning health, safety and environment.
- 43.02 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.
- 43.03 The plant shall be kept in a clean, well ventilated and sanitary condition in compliance with applicable Provincial Legislation and the employees shall cooperate with the Employer in this regard.
- 43.04 When new chemicals are introduced into a department or plant, such chemicals, if not previously tested and proven to be non-injurious to the employees, shall upon request be submitted to the Research Council or Workers Compensation Board for testing and confirmation that the product is not harmful to the employees within the department or plant. Such confirmation or other recommendation by the Research Council or Workers Compensation Board shall be accepted by both parties to this Agreement.
- 43.05 The Employer 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.

- 43.06 A V.D.T. operator who is required to work at a video-display terminal (V.D.T.) for twenty-five (25%) percent or more of the normal work week, shall have his/her eyes examined by an ophthalmologist once per year. The ophthalmologist shall be selected by the Employer. The Employer shall pay for the cost of such examination or tests where not covered by a medical plan.



ARTICLE 44 - LEAVE OF ABSENCE

- 44.01 If it is necessary for any employee to be absent from work on Union business for a maximum of twelve (12) months, and if the Union submits a request to the Employer as soon as possible, but in any event not less than eight (8) weeks prior to the absence, the Employer may grant the employee the required time off, without pay or benefit (notwithstanding any of the provisions of Article 14, 19 and 20), if the absence will not interfere, in any way, with the efficient operation of the Employer.
- 44.02 Leave of absence without pay or benefits (notwithstanding any of the provisions of Article 14, 19 and 20) to a maximum of three (3) consecutive months, for legitimate personal reasons as disclosed by the employee to the Employer, may be granted at the discretion of management, provided that the absence of the employee will not interfere, in any way, with the effective operation of the Employer. The granting of the leave of absence will depend on the individual case, the urgency of the reason for the request, the duration of the leave and the conditions existing in the Employer at the time.

ARTICLE 45 - DURATION OF CONTRACT

- 45.01 This Agreement shall remain in full force and effect from September 30th, 2018 and will expire on May 31st, 2022 and shall continue in force and effect from year to year thereafter until a new agreement is negotiated or has been terminated in accordance with *The Labour Relations Act*.

As stipulated in the paragraph above, the new collective agreement is effective from September 30th, 2018 and has no retroactive effect, except for the two (2) following changes:

- The Employer contributions in the pension plan as defined in Article 20 – PENSION;

and

- The wages increase as defined in APPENDIX "A" – Wages. Only the employees on the payroll on September 30th, 2018, are entitled to the retroactivity.

Either party may, on ten (10) days' notice in writing require the other party to enter into negotiations for renewal of this Agreement within a period of not less than thirty (30) days or more than ninety (90) days prior to the expiry date, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

The party giving notice to have the Agreement revised, and the party receiving the same, shall within (10) days of the receipt of such notice, or such further period as the parties may agree, respectively present the other party in writing with any proposed modification or revision of the Agreement.

Handwritten initials and signature in blue ink, located in the bottom right corner of the page. The initials appear to be 'AR' and there is a signature above them.

ARTICLE 46 – TEMPORARY WORKERS

- 46.01 Workers supplied by agencies for temporary service shall not be considered bargaining unit employees for any purpose and shall not be employed in setting up and/or operating machines. No regular full-time employee covered by this Agreement shall have his/her hours of work reduced due to the employment of temporary workers.
- 46.02 The Employer shall have the right to utilize temporary workers based on the following conditions:
- a) the Employer shall track the daily hours of temporary workers in each job classification and provide a report of such hours to the Union on a monthly basis;
 - b) whenever the cumulative hours of a temporary worker in a given job classification meets or exceeds nine hundred (900) hours in a continuous one (1) year period, which year shall be based on the anniversary of the worker's first assignment to the Employer, the Employer shall declare and post a part-time vacancy in that job classification with the intention of filling the posted vacancy;
 - c) the accumulation of hours by a temporary worker shall not influence the Employer's utilization of that worker.

ARTICLE 47 - PART-TIME EMPLOYEES

- 47.01 A part-time employee is defined as an employee who is hired to work hours which are regularly less than a full work week. The Employer shall have the right to utilize part-time employees based on the following conditions:
- a) part-time employees shall become Union members from the date of employment and shall be subject to the payment of Union dues;
 - b) the Employer shall maintain records of all hours worked by each part-time employee and provide a copy to the Union on a monthly basis;
 - c) part-time employees shall serve a probationary period in accordance with Article 7.04 of this Agreement; and
 - d) a part-time employee who accumulates nine hundred (900) hours worked in any one (1) year, which year shall be based on the anniversary of the employee's date of employment, shall be provided with the following benefits under this Agreement for the following year, which benefits shall be prorated based on that portion of one thousand nine hundred and fifty



(1,950) hours, less the hours of the employee's vacation entitlement, worked in the year by the employee:

- i. Call In and Reporting Pay (Article 11);
- ii. Pension (Article 20);
- iii. Overtime (Article 15);
- iv. Statutory Holidays (Article 16);
- v. Vacation Pay (Article 17);
- vi. Bereavement (Article 22); and
- vii. Jury Duty (Article 23).

Where said benefits and entitlement are based on years of service, part-time employees shall be deemed to have one (1) year of service for each one thousand nine hundred and fifty (1,950) hours worked on a cumulative basis, less the hours of their vacation entitlement.

Where said benefits are paid days off or based on the basic day rate, the part-time employee's average daily hours of work for the previous thirty (30) days will be used to calculate the benefit.

47.02 Part-time employees shall accumulate seniority for the purposes of:

- a) increases in pay for apprenticeship;
- b) vacation; and
- c) layoff and recall.

47.03 Where relative skills, ability and efficiency are equal, the part-time employee with the most accumulated seniority as reflected in the latest monthly report provided to the Union in accordance with Article 47.01b) shall be provided with the first opportunity to work the available part-time shifts, except that where acceptance of an opportunity to work an available part-time shift would result in the senior part-time employee working in excess of thirty-five (35) hours in the work week, the opportunity will be offered to the next senior part-time employee for whom acceptance of the opportunity would not result in the employee working in excess of thirty-five (35) hours in the work week.

47.04 Part-time employees will be provided the opportunity to apply for full-time positions which are posted.

47.05 Part-time employees will not be assigned work that is inconsistent with their skill level and safety training. Part-time employees assigned to apprenticeship positions will be required to receive the same training as a regular full-time employee.



47.06 The Union will be advised of all part-time employees who are hired, transferred or reclassified.

ARTICLE 48 – SENIORITY

48.01 Seniority shall mean the length of an employee's continuous service with the Employer since his most recent date of hire.

48.02 The Employer will maintain a seniority list, which list will be updated annually. A copy of the seniority list will be provided to the Union.

48.03 An employee's continuous service with the Employer shall be deemed to be broken, his seniority shall be deemed to be lost and his employment with the Employer shall be deemed to be terminated for just cause if:

- a) he quits; or
- b) he is discharged for just cause; or
- c) he is absent from work for three (3) consecutive shifts without an authorized leave of absence, unless he provides a reason satisfactory to the Employer; or
- d) he is absent from work for any reason other than illness or injury or layoff for a period of six (6) consecutive months or more; or
- e) subject to Article 48.04, the employee is laid off;
- f) he fails to immediately report for work upon recall following a layoff, except only that where the employee is unable to report for work after such notification because he must give notice of termination of employment to another employer and he must work for that other employer during the said notice period, then he shall notify the Employer within two (2) days of notification of recall of his inability to report for work for those reasons and shall report for work within ten (10) days of such notification; or
- g) he retires; or
- h) he takes employment elsewhere while on an authorized leave of absence, other than employment with the Union or one of its affiliates; or
- i) he fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless he provides a reason satisfactory to the Employer.



- 48.04 Employees who have completed three consecutive (3) months of service with the Employer since their most recent date of hire and are laid off on or after June 1, 2011 will be retained on the Employer's seniority list for a period of six (6) months from the date of the employee's layoff. In the event that the employee is not recalled before the expiry of such six (6) month period, the employee's continuous service with the Employer shall be deemed to be broken, his seniority shall be deemed to be lost and his employment with the Employer shall be deemed to be terminated for just cause.
- 48.05 The seniority of an existing employee employed in every department will be based on the employee's continuous service in the department since his most recent date of hire, except that vacation entitlement will be based on the employee's continuous service with the Employer since his most recent date of hire. Layoffs in the Web Press department and the Bindery department will be implemented in accordance with the Reclassifications provision for the applicable department.

PECULIARS

Web Press

1. Classifications: PIC, Colourperson, Rollperson, Stacker.
2. Any person stepping up on the press complement will receive full pay for that position while he does that job.
3. No member of the crew will take a drop in pay in holding a lower position, unless this is due to lack of knowledge or indefinite decrease in the number of shifts. The Employer will not change its past practice during the term of this agreement.
4. Floor help will not be assigned work above stacker level unless the PIC agrees.
5. Reclassifications

Should reclassification become necessary, departmental seniority will be the governing factor in all movement, where relative ability and skills are equal.

The Employer agrees to provide thirty (30) days' notice to any employee whose rate of pay is being reduced due to reclassification.
6. Except in the event of mechanical breakdown, where overtime is canceled or changed by the Employer, the employee who had been scheduled to work overtime shall be notified of such cancellation or change by 4:00 p.m. the preceding day or reasonable efforts will be made to do so, or he will be permitted to work the overtime requested to a maximum of three (3) hours.
7. The Employer ensures that all employees receive proper training on all presses.
8. Stackers are working in the Press Department.



9. The frequency and order in which employees rotate from one shift to another within a standard work week or a modified work week will continue, subject to the requirements and efficiency of operations.

Maintenance

1. Callbacks are a minimum of three (3) hours and be paid at one-and-one-half (1 ½) times the hourly wage rate.

A maintenance employee shall have an eight (8) hour rest period after he completes his work on a call back. If any of the rest period falls within the employee's regular scheduled shift, he shall be paid for the said time missed.

2. A maintenance employee is required to be on standby for seven (7) days at a time when so designated by the Employer. For each such week on standby, an employee shall receive nine (9) hours' standby pay. No employee shall be on standby for two (2) consecutive weeks unless mutually agreed between the Employer and the employee.

When a statutory holiday as defined in Article 16 falls in a standby cycle, the Employer will offer to the employee a day off in lieu without pay. The day off should be taken within two (2) months following the statutory holiday at a time mutually agreed upon and without creating overtime in the employee's classification.

3. A premium of one (1) hours pay at straight time will be paid for a phone consultation not requiring an on site repair and not breaching any WHS laws.

Bindery

1. Mail operator to be paid at 80% of Journeyperson's rate.
2. A Journeyperson is based upon but not limited to the following job skills: set-up and/or operate efficiently at least two (2) types of machines in the department including folding machines of all types, gathering machines, inserting machines, stitchers and trimmers, perfect binding machines and inkjets (inkjets are not exclusive to the Journeyman I).
3. A General worker who was trained and who can operate one major piece of equipment in the Bindery department, under the guidance of a Bindery Journeyperson shall be paid seventy-five percent (75%) of the Journeyperson's rate as defined in the Appendix "A". Major equipment defined as cutters, folders, saddle stitchers, perfect binders and 3K trimmers.
4. A general production worker's duties will be based on filling pockets or at the end of finishing equipment or any other duties not directly associated with the operation of production equipment and shall be paid at the rate indicated for General Workers in the wage appendix.



5. Reclassifications:

Should reclassification become necessary, departmental seniority will be the governing factor in all movement, where relative ability and skills are equal.

The Employer agrees to provide thirty (30) days' notice to any employee whose rate of pay is being reduced due to reclassification.

Pre-Press

- 1 Employees who, of their own volition, pay for and successfully complete a job-related educational course, approved in advance in writing by the employee's supervisor, shall be reimbursed the tuition fees that are applicable.
- 2 Pre-Press - Perform all functions of Pre-Press
3. Platemaker: The duties of Platemaker are based on the following: calling up files prepared by employees in the Pre-Press classification, assembling press ready proofs, producing plates, bending plates, tearing down and filing proofs and delivering plates to press as required. Platemakers will not communicate with customers for the purposes of correcting or altering files or perform off-site work. Other duties as assigned but not alteration of files, imposition work or producing of files. No employee classified as a Pre-Press as at June 1, 2011 will suffer a loss of hours or employment as a direct result of the hiring of a Platemaker.



APPENDIX "A" - WAGES

Departments and classifications	June 1, 2018	Sept. 30, 2018	June 1, 2019	June 1, 2020	June 1, 2021
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Web Press

PIC	\$31.55	N/A	\$32.10	\$32.66	\$33.23
Colourperson	\$27.81	N/A	\$28.29	\$28.79	\$29.29
Rollperson	\$19.47	N/A	\$19.81	\$20.16	\$20.51
Stacker	\$15.30	N/A	\$15.57	\$15.84	\$16.12

Pre-Press

Pre-Press I	\$27.58	N/A	\$28.07	\$28.56	\$29.06
Pre-Press II	\$25.83	\$26.63	\$27.44	\$28.25	
Platemaker	\$15.66	N/A	\$15.93	\$16.21	\$16.49

Bindery

Journey person	\$27.09	N/A	\$27.57	\$28.05	\$28.54
Mail Operator	\$21.70	N/A	\$22.08	\$22.46	\$22.85
Sorter/Bagger	\$15.11	N/A	\$15.37	\$15.64	\$15.91
General Worker	\$12.48	N/A	\$12.70	\$12.93	\$13.15
Material Handler	\$14.83	N/A	\$15.09	\$15.35	\$15.62

Shipper/Receiver

Shipper/Receiver	\$21.70	N/A	\$22.08	\$22.46	\$22.85
New Shipper	\$17.82	N/A	\$18.13	\$18.45	\$18.77
New Receiver	\$17.20	N/A	\$17.50	\$17.80	\$18.12

Maintenance

Mechanic/Electrician	\$37.70	\$39.06	\$39.74	\$40.44	\$41.15
Team Leader	\$41.10	N/A	N/A	N/A	N/A

LETTER OF UNDERSTANDING #1 - RECLASSIFICATIONS

- 1.- The following employees in the classification of Pre-Press II as at June 1, 2011 will continue to receive the Pre-Press I regular hourly wage, including the general annual wage increases: Mark Kowalski and Sharon Snowdon.
2. Elmer Tough will be reclassified as a Pre-Press II effective June 1, 2011 but will continue to receive the Pre-Press I regular hourly wage, including the general annual wage increases, plus his current premium.
3. Sandy Pawlitsky, who is currently classified as Pre-Press I, will continue to receive the Pre-Press I regular hourly wage, including the general annual wage increases.

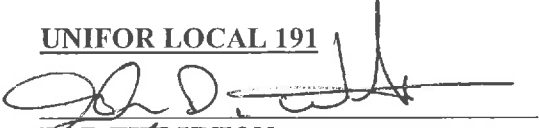


IN WITNESS WHEREOF, WE HAVE AFFIXED OUR HAND this 26th day of October, 2018

TRANSCONTINENTAL LGM - CORONET

UNIFOR LOCAL 191





FOR THE EMPLOYER

FOR THE UNION



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