

COLLECTIVE AGREEMENT

BETWEEN

QUEBECOR WORLD - EDMONTON

A DIVISION OF QUEBECOR WORLD INC.

(hereinafter referred to as the "Company")

AND

GRAPHIC COMMUNICATIONS UNION, LOCAL 255C

EDMONTON, ALBERTA

(hereinafter referred to as the "Union")

From: **May 16th, 2001**
To: **May 15th, 2005**

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1: Articles of the Collective Agreement	1
2: Recognition	1
3: Jurisdiction	1
4: Management Prerogative	2
5: Union Shop	2
6: Union Bulletin Board	3
7: Dues Check-Off	3
8: Hiring	3
9: Apprentices	4
10: Hours of Work	5
11: Reduced Schedule	7
12: Call-In and Reporting Pay	8
13: Deduction for Late Arrivals	8
14: Wages	9
15: Long Term Disability and Supplemental Retirement Program	14
16: Overtime	15
17: Statutory Holidays	16
18: Vacations	16
19: Benefit Program	17
20: Pension	18
21: Leave Of Absences	19
22: Severance Pay	19
23: Technological Development	19
24: Education	20
25: New Machines or Processes	20
26: Complements	20
27: Union Label	21
28: Subcontracting	22
29: Trade Practices	22
30: Piece Work and Bonus	22
31: Default of Payment	22
32: Union Access to Plant	22
33: Layoff and Discharge	22
34: Shop Delegates	23
35: Grievance and Arbitration	23
36: Struck Work	24
37: Individual Rights of Employee	25
38: Picket Lines	25
39: Separability	25
40: Collective Agreement Continuity	25
41: Extension of Collective Agreement	26
42: industrial Health and Safety	26
43: Duration of the Collective Agreement	27
44: Mediation	27
Gainsharing Program	28
Letter of Understanding #1 - "Prepress"	29
Letter of Understanding #2 - "Overtime"	30

Article 1: **ARTICLES OF THE COLLECTIVE AGREEMENT**

1.01 It is hereby agreed by and between Quebecor World Edmonton, A Division of Quebecor World Inc., located at 18130 - 114 Avenue, in the City of Edmonton, hereinafter known as the Company, and the Graphic Communications Union Local 255C of the Graphic Communications International Union, hereinafter known as the Union, as follows:

Article 2: **RECOGNITION**

2.01 The Company recognizes G.C.U. Local No. 255C of the Graphic Communications International Union 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 Collective Agreement. All reference to the Union in the Collective Agreement shall be deemed to mean the Local Union Office.

2.02 The Company agrees that during the term of this Collective Agreement and during any negotiations for the renewal or extension hereof or for any successor Collective Agreement 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 Collective Agreement.

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

2.04 The Company agrees to supply the Union office, in writing, the names and department of newly hired employees who become eligible for Union membership as specified in Articles of the Collective Agreement.

Article 3: **JURISDICTION**

3.01 This Collective Agreement shall apply to and govern the employment of all production employees at the Company's Plant at 18130 - 114 Avenue, Edmonton, Alberta, save and except office, clerical, accounting, sales, and supervisory staff.

3.02 For the purpose of this Collective Agreement, the following departments shall be deemed to be separate departments of the trade:

- I Preparatory Department
- II Web Offset Pressroom
- III Bindery Department
- IV Mailroom
- V Maintenance
- VI Shipping/ Receiving/ Material Handlers/ Baler/ Truck Drivers

3.03 Definitions

The masculine gender as hereinafter referred, is deemed to mean masculine or feminine gender.

A Journeyman is one who has completed the term of years of apprenticeship required in the branch of the trade in which he has been engaged.

An Apprentice is one who is learning his trade.

A Rolltender is one who manually feeds rolls to lithographic presses or tends the feeding mechanism of lithographic presses.

A Jogger is a permanent employee who is engaged principally in the pressroom and works on a lithographic press.

A Probationary Employee is an employee who is demonstrating 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 Collective Agreement. The probationary period is not to exceed three (3) months.

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.

A Permit Employee is an employee who is either a Probationary Employee, an Apprentice, or a Journeyman and who is not a member of the Union, and who, as a condition of employment must sign a WORK PERMIT issued by the Union. The Work Permit shall not exceed thirty (30) days except upon approval by the Union. He will work and be covered by all terms of this Collective Agreement except Articles 21.

The company may use temporary help employees for general plant work in order to meet production schedules. Such temporary help employees shall not be included in or subject to any of the terms and/or conditions of the collective agreement other than the payment of wages. They shall pay union dues on a fixed daily rate as prescribed by the local union from date of employment. If a temporary help employee works more than 75% of the hours of a full-time plant employee within a calendar year they shall become a regular full-time employee under the terms of the contract within the department the employee has worked the majority of their time. The temporary help employee will then serve a probationary period to demonstrate employee's qualifications to the company before being classified as a permanent employee. The probation period will be three months.

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 subject to the provisions of this Collective Agreement.

Article 5: **UNION SHOP**

5.01 The Company agrees that none but members of the Graphic Communications Union, 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 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 Collective 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 6: UNION BULLETIN BOARD

6.01 The Company will permit the Union the use of a designated space located in the main walkway of the manufacturing floor for placement of a bulletin board to post notices dealing with official Union business, subject to approval by the Human Resources Department of the Company.

Article 7: DUES CHECK-OFF

7.01 All employees covered by this Collective Agreement shall have deducted from their wages, on a **bi-weekly** basis, deductions levied in accordance with Local 255C Constitution and Bylaws from their date of hire.

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

7.03 The Company will remit monthly to the Local concerned the amounts so deducted, not later than the **15th** of the month, following said deduction.

Article 8: HIRING

8.01 The Company agrees to inform the Local Union office of all position vacancies and to secure all employees from the Union. The Union agrees to furnish the necessary employees, if available. The Union agrees to refer applicants for available jobs in a non-discriminatory manner. If the Union is unable to furnish a satisfactory employee within a reasonable period of time, the Company shall have the right of engaging from other sources, such employees as may be necessary. The right to hire such employees shall not, however, entitle the Company to avoid the apprentice ratio set forth in this contract.

8.02 **Job Posting**
The Company shall post all position vacancies for ten (10) working days prior to hiring outside the plant giving current employees first opportunity for advancement in the Company. Where qualifications and past work performance of the applicant meet the standards required for the position, seniority shall be the determining factor. Unsuccessful job applicants shall be advised by the Company, in writing, within ten (10) days of the appointment of the successful job applicant to the posted position.

8.03 The parties of this Collective Agreement agree to continue their policy of no discrimination against any employee because of race, religion, creed, colour, age, gender sexual orientation or national origin, in regards to employment advancement, working conditions, rates of pay, acceptance into Union membership or selection for apprentice openings.

8.04 Nothing in this Collective Agreement shall prevent the Company from engaging labourers for performing in and about said department, services not customarily performed by Journeymen or Apprentices.

8.05 The Company agrees that when hiring a member of the Graphic Communications Union, they will upon request meet to discuss the appropriate rate of pay.

Article 9: APPRENTICES

9.01 The Company shall inform the Union office 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 shall serve a probationary period of six (6) months, such time to become part of the apprenticeship period, to demonstrate their fitness to continue as apprentices. A new apprentice shall also be credited with time previously spent working on a temporary basis in the classification, provided that no time of less than one full shift will be credited, and the probationary period shall remain at six (6) months. The term of apprenticeships shall be as follows:

<u>Preparatory Department</u>	<u>Years</u>
Level 1 Stripper	4
Level 2 Scanner, Imaging, Desktop	4
Level 3 – Platemaking, Proofreader	2
 <u>Press Department</u>	
Pressperson	4
3 rd Pressperson	2
Assistant Rolltender & Rolltender	2
 <u>Bindery and Auxiliary Departments</u>	
Bindery #1	4
Bindery #2	3
Mailer #1	3
Shipper	2
Receiver	2
Material Handler	2
Baler	2
Maintenance	4

9.04 A permanent steering committee made of three Union and three Management representatives will be established. The steering committee will be responsible for establishing apprenticeship guidelines and overseeing an apprentice's on going training in order to ensure that the apprentice is knowledgeable in all aspects of the trade. Departmental sub-committees will be appointed by the steering committee to monitor apprentices throughout the length of their apprenticeship.

9.05 RATIO OF APPRENTICES

Preparatory and Press Departments (as defined in Article 3.02)

1 Apprentice for each four (4) Journeymen.

These departments may be combined. However, not more than one (1) Apprentice may be employed in any department with less than seven (7) Journeymen.

Bindery Departments (as defined in Article 3.02)

1 Apprentice for each three (3) Bindery #1 Journeyman or fraction thereof.

■ Apprentice for each three (3) Bindery #2 Journeyman or fraction thereof.

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

Article 10: HOURS OF WORK

10.01 The hours of work to which the minimum wage scale shall apply shall be equally divided into five (5) consecutive shifts, Monday to Friday inclusive, shall be uniform for each day of the week and shall constitute a week's work as hereinafter provided except where mutual agreement has been reached, and after a vote has been taken of the members in the Company or by members in the Department of the Company to allow the reduction in the hours of work on the Friday of each week in the Company or in a department of the Company, the hours of work shall be as follows:

Day Shift	(1st shift)	37.5 hours
Afternoon Shift	(2nd shift)	37.5 hours
Night Shift	(3rd shift)	37.5 hours

Shipper, Receiver, Material Handler, Maintenance, and Custodian work 40 hours per week except where assigned otherwise.

The Company shall endeavour to post all non-compressed work week shift schedules for the following week on the Thursday preceding, prior to the end of the day shift.

Shift Premiums

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

Afternoon Shift	\$1.35/hour
Night Shift	\$1.70/hour

10.02 The hours for each shift shall be established and starting time shall be uniform for all employees on each shift.

The standard work day shall be between 7:00 a.m. to 5:00 p.m. Monday to Friday inclusive. For the Afternoon and Night Shifts the hours of work shall be between the quitting time and starting time of the Day Shift.

10.03 The schedules of working hours shall be consecutive except for a luncheon period as hereinafter provided and uniform for all employees on such shifts. On Friday nights and nights which precede a Holiday, the regular hours shall extend to the usual hour of quitting.

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 either the Afternoon or Night shift.

10.05 Except where mutually agreed, the Company will give at least twenty-four (24) hours' notice of its intention to change employee(s) from one shift to another shift during a work week and to limit the number of shift changes to not more than one (1) per week. Overtime is not a shift change.

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

10.07 An interval of not less than one-half (1/2) hour or more than one (1) hour shall be allowed for luncheon on each shift and shall be scheduled between the third and fifth hours of work. In no case shall said luncheon period be considered the time of the Company except that where there is mutual agreement between employees and management the hours of work may be adjusted to allow specific departments to operate through the lunch hour.

10.08 Compressed Work Week
The compressed work week shall be utilized under the following terms and conditions:

A. Work Schedule

The regular scheduled work week will be six (6) consecutive days. The regular work week for an employee shall consist of 36 hours divided in three (3) consecutive days of 12 hours each to be worked from Sunday 7:30 p.m. to Saturday 7:30 p.m.

The proposed day schedule shifts are:

Shift A

Monday	7:30 a.m. to 7:30 p.m.
Tuesday	7:30 a.m. to 7:30 p.m.
Wednesday	7:30 a.m. to 7:30 p.m.

Shift B

Thursday	7:30 a.m. to 7:30 p.m.
Friday	7:30 a.m. to 7:30 p.m.
Saturday	7:30 a.m. to 7:30 p.m.

The night scheduled shifts are:

Shift C

Sunday	7:30 p.m. to Monday, 7:30 a.m.
Monday	7:30 p.m. to Tuesday, 7:30 a.m.
Tuesday	7:30 p.m. to Wednesday, 7:30 a.m.

Shift D

Wednesday	7:30 p.m. to Thursday, 7:30 a.m.
Thursday	7:30 p.m. to Friday, 7:30 a.m.
Friday	7:30 p.m. to Saturday, 7:30 a.m.

B. Shift Rotation

Shifts will be rotated from days to nights on a two (2) week interval.

A minimum of twenty-four (24) clear hours between the end of the last shift and the beginning of the first shift in a regular shift change-over shall apply. When a department operates on a day shift only, a minimum of thirty-six (36) clear hours between the end of the last shift and the beginning of the first shift in a shift change-over shall apply.

C. Press Crews

The following outlines the sequences by which shifts are to be established:

Four Press Crews Shift A, Shift C, Shift B and Shift D

D. Overtime

Eligible Overtime:

Weekday overtime and Saturday overtime to be paid at **1.5** times the rate of pay.

Sundays will be paid at double time the rate of pay.

E. Statutory Holidays

For all work performed on a Statutory Holiday the employee will receive two times the hourly pay for hours worked plus an additional days pay. For employees whose day off falls on a Statutory Holiday the employee shall receive regular pay or a day off.

F. Shift Premiums

Shift premium of **\$1.35** per hour payable for **4** hours of **12** on dayshift, Monday to Friday inclusive.

Shift premium of **\$1.70** per hour payable on the night shift.

Shift premium of **\$1.30** per hour payable for all Saturday dayshift straight time hours.

G. Notice Period

Employees will be provided with a minimum of two **(2)** weeks notice prior to being scheduled from, or returning to a regular work week.

H. Lunch Break

Staggered lunch breaks to be utilized whenever possible.

I. Labour / Management Meetings

Meetings will be held to discuss and resolve any issues or problems that may arise in the **12** hour shift schedule. These meetings can be requested by either party and will be attended by three **(3)** representatives by the Union and three **(3)** by Management. Changes to the Memorandum of Understanding or implementation of the **12** hour shift schedule in other areas must be mutually agreed to by the Company and the Union.

Article 11: REDUCED SCHEDULE (Lithographic Departments Only)

11.01 Should conditions warrant a reduction of working hours, the Company shall designate the number of hours per day or the number of days per week as in present practices, providing that the hours are equal on each working day and shall affect only those departments designated over which the Union has jurisdiction. Notice of any reduction of the work schedule of hours shall be posted three **(3)** full working days in advance before such change becomes effective.

11.02 The Company may change present practices but only where the local union and its members have mutually agreed by a vote of the members in the Company or in the affected department.

1 ■03 Less Hours Per Day
In no instance shall hours of work be reduced to less than six (6) hours per day or thirty (30) hours per week.

OR

11.04 Less Days Per Week
In no instance shall the number of working days be reduced to less than four (4) days per week.

Such a reduced schedule by shop or department shall constitute a one (1) day shut down of that shop or department.

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

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

1 ■07 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 to be temporarily on layoff because of continued lack of work, shall be given maximum notice possible of such layoff.

1 ■08 When a reduced working schedule is in effect there shall be no overtime scheduled in that department except where a Company is engaged in production having delivery deadlines which may require overtime. The minimum amount of overtime may be worked to meet delivery commitments.

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 report for 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 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 hours 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.

12.03 In the event that an employee is required to make himself available for work in a standby situation he shall be required to carry a pager and be compensated at the rate of \$15 per day whether any work is performed or not.

Article 13 DEDUCTION FOR LATE ARRIVALS

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

13.02 An Employee will remain on their assignment until the next scheduled employee or replacement arrives for a period up to one hour. Employees will not be subject to discipline if they have a reason for not staying.

Article 14: WAGES

14.01 The minimum scale of wages to be paid to Journeymen employees covered under this Collective Agreement shall be:

CLASSIFICATION	May 16 2001	Competitive Adjustments Following Ratification	May 16 2002	Competitive Adjustment May 16, 2002	May 16 2003	Competitive Adjustment May 16, 2003	May 16 2004
			2.5%		2.5%		2.5%
PREPARATORY DEPARTMENT							
Level 1 – Stripper *see Prepress letter of understanding	\$ 24.54		\$ 25.15		\$ 25.78		\$ 26.42
Level 2 – Scanner, Imaging, Digital Desktop			\$ 23.34		\$ 23.92		\$ 24.52
Level 3 – Platemaking, Proofreader			\$ 17.51		\$ 17.95		\$ 18.40
Digital Desktop	\$ 20.01	\$ 22.77					
Scanner	\$ 22.77						
Platemaker	\$ 22.77						
Proofreader	\$ 22.77						
PRESS DEPARTMENT							
ROYAL ZENITH							
First Pressman	\$ 23.98	\$ 24.98	\$ 25.60		\$26.24		\$ 26.90
Third Pressman	\$ 17.67		\$ 18.11		\$ 18.56		\$ 19.02
Goss U-70; M1000; M-300 & 954							
First Pressman	\$ 27.18		\$ 27.86		\$ 28.56		\$ 29.27
Second Pressman	\$ 23.98		\$ 24.58		\$ 25.19		\$ 25.82
Rolltender	\$ 16.73		\$ 17.15		\$ 17.58		\$ 18.02
Assistant Rolltender	\$ 15.11		\$ 15.49		\$ 15.88		\$ 16.28
Jogger (first 6 months)	\$ 8.66	\$ 10.32	\$ 10.58		\$ 10.84		\$ 11.11
Jogger (after 6 months)	\$ 10.32	\$ 11.32	\$ 11.60		\$ 11.89		\$ 12.19
Bindery #1	\$ 21.71		\$ 22.25	\$ 22.50	\$ 23.06	\$ 23.31	\$ 23.89
Bindery #2	\$ 16.70		\$ 17.12		\$ 17.55		\$ 17.99
Bindery #3 (first 6 months)	\$ 8.10	\$ 9.52	\$ 9.76		\$ 10.00		\$ 10.25
Bindery #3 (after 6 months)	\$ 9.52	\$ 10.52	\$ 10.78		\$ 11.16		\$ 11.44
Mallroom #1	\$ 13.24		\$ 13.57		\$ 13.91		\$ 14.26
Mallroom #2	\$ 9.56	\$ 10.56	\$ 10.82		\$ 11.09		\$ 11.37
Millwright / Electrician	\$ 24.31		\$ 24.92	\$ 25.42	\$ 26.06	\$ 26.56	\$ 27.22
Shipper / Receiver	\$ 14.16		\$ 14.51		\$ 14.87		\$ 15.24
Material Handler/Baler/Truck Driver			\$ 13.61		\$ 13.95		\$ 14.30
Material Handler	\$ 13.28						
Truck Driver	\$ 13.17	\$ 13.28					
Baler	\$ 12.44	\$ 13.28					
Custodian	\$ 9.67		\$ 9.91		\$ 10.16		\$ 10.41

On the first pay period of the month following ratification, employees covered under the collective agreement will receive a \$1,000.00 lump sum minus all applicable payroll deductions required by law. In addition to the above lump sum; Bookbinder I, Millwrights, Electricians, First and Second Press Operators will receive a \$300.00 lump sum minus any applicable payroll deductions required by law. To be eligible to receive the lump sum, an employee must be employed at time of ratification. Employees with less than three months service or who were on a leave of absence, WCB, STD or LTD for more than six months (within the time period May 16, 2001 through ratification date) will be pro-rated. Employees that have resigned or dismissed prior to the date of ratification are not eligible to receive a lump sum payment.

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

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

14.04 Leadhand Premiums

When in charge of the Perfect Binder Line the BI so assigned shall be paid a leadhand premium of \$0.75 per hour while such equipment is in operation and he is in charge of the line.

When duplexing on the **954** Press, the in charge first (**1st**) pressman so assigned shall be paid a leadhand premium of \$0.75 per hour while such equipment in operation and he is in charge of the lines.

14.05 Rate Retention

Each employee shall be in a classification as spelled out in the Collective Agreement (see Article **14.01**). No reduction shall be made to his classified rate when he is employed in 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 next appropriate higher apprenticeship rate of that classification. The employee will be credited with time spent at the higher classification towards the future apprenticeship.

The Company shall be free to utilize employees covered by this Collective Agreement 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.

Employees may be reclassified to a lower classification during a time of layoff, providing they shall maintain their current rate for thirty (**30**) working days after which time the Company may lower their rate to the current rate of classification in which they are working.

Where job skills are equal, seniority shall be the deciding factor in reclassification, plus, there shall be only one rate reduction (eg. First Pressman to Second Pressman, Second Pressman to Third Pressman) for any employee in a **30** working day period.

A Journeyman **2nd** Pressman moving up as a **1st** Pressman shall receive 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 three (**3**) months.

14.06 Wage Rate For Four (4) Year Apprenticeship – Level 1 (Stripper)

The minimum weekly wage for four(4) 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 3 years	85%
After % year	55%	After 3½ years	95%
After 1 year	60%	After 4 years	100%
After 1½ years	65%	(Journeyman)	
After 2 years	75%		
After 2½ years	80%		

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 Pressman Apprentices

Immediately when an Apprentice takes charge of 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 rate at the start of the apprenticeship and the current Journeyman Pressman rate for which he is apprenticing.

All time served apprenticing as a 2nd or 3rd Pressman shall be credited towards an employee's Journeyman Press Apprenticeship.

Immediately	1/9th of the difference
After ½ year	2/9th of the difference
After 1 year	3/9th of the difference
After 1 ½ years	4/9th of the difference
After 2 years	5/9th of the difference
After 2 ½ years	6/9th of the difference
After 3 years	7/9th of the difference
After 3 ½ years	8/9th of the difference
After 4 years	the full Journeyman rate

14.08 Wage Rates For Level 2 – (Scanner, Imaging and Desktop)

The minimum weekly wage for Level 2 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 3 years	85%
After ½ year	55%	After 3½ years	95%
After 1 year	60%	After 4 years	100%
After 1½ years	65%	(Journeyman)	
After 2 years	75%		
After 2½ years	80%		

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

14.09 Wage Rates For Level 3 – (Platemaking, Proofreader)

The minimum weekly wage for Level 3 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	75% of the Journeyman Rate
After 6 months	80% of the Journeyman Rate
After 12 months	85% of the Journeyman Rate
After 18 months	90% of the Journeyman Rate
After 24 months	100% of the Journeyman Rate

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

All time served apprenticing as a Prepress Level 3 will be credited towards an employees Prepress Level 2 Journeyman Apprenticeship.

14.10 Wage Rates For Two (2) Year Apprenticeship

1. Rolltender & Assistant Rolltender
2. 3rd Pressman

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

Immediately	20% of the difference
After ½ year	40% of the difference
After 1 year	60% of the difference
After 1½ years	80% of the difference
After 2 years	the full Journeyman Rate

14.11 ■ Progression of a Jogger within the Press Department will be on ability and length of service:

Assistant Rolltender or Rolltender	2 year apprenticeship
Rolltender to 3 rd Pressman	2 year apprenticeship
3 rd Pressman to 2 nd Pressman	4 year apprenticeship
2 nd Pressman to 1 st Pressman	3 month trial

Successful trial periods will be credited toward apprenticeship time.

14.12 Bindery Department:

All Bindery Apprentices will commence their apprenticeship as Bindery #2, and will be paid and receive increase as follows:

At start of Apprenticeship	70% of the Journeyman/Bindery #2 rate
After ½ year	75% of the Journeyman/Bindery #2 rate
After 1 year	80% of the Journeyman/Bindery #2 rate
After 1½ years	85% of the Journeyman/Bindery #2 rate
After 2 years	90% of the Journeyman/Bindery #2 rate
After 2½ years	95% of the Journeyman/Bindery #2 rate
After 3 years	100% of the Journeyman/Bindery #2 rate

After completing the first two (2) years of Apprenticeship in Bindery #2, an employee may be reclassified as an Apprentice Bindery #1 and must then complete a further two (2) years as Apprentice Bindery #1 to qualify as a Bindery #1 Journeyman.

During the two (2) years as Apprentice Bindery #1, the employee shall be paid and receive increases as follows:

At start of Apprenticeship	75% of the Journeyman/Bindery #1 rate
After ½ year	80% of the Journeyman/Bindery #1 rate
After 1 year	85% of the Journeyman/Bindery #1 rate
After 1½ years	90% of the Journeyman/Bindery #1 rate
After 2 years	100% of the Journeyman/Bindery #1 rate

Journeyman Bindery #2 who moves upwards in classification to Bindery #1 will also be paid and receive increases as outlined above.

Notwithstanding the foregoing, an employee may directly be reclassified upwards by mutual agreement between the Company and the Union.

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

14.13 A Bindery #2 Apprentice who moves upwards in classification to Bindery #1 Apprentice will receive full credit for time spent as a Bindery #2 Apprentice and such time will be credited towards his time as an Apprentice Bindery #1.

Progression from Bindery #2 to Bindery #1 shall be determined by Job openings.

14.14 The wage rate to be paid to each employee during his respective Apprenticeship period shall be recorded to his Apprentice Indenture Agreement.

14.15 Progression to Bindery #2 Apprentice will be chosen from Bindery #3 when Apprenticeships are open.

14.16 MATERIAL HANDLING DEPARTMENT WAGE PROGRESSIONS:

All Material Handling apprentices will commence their apprenticeship as Shipper, Receiver, Material Handler or Baler shall be paid and receive increases as follows:

At start of wage progression	75%	of the full job Rate
After ½ year	80%	of the full job Rate
After 1 year	85%	of the full job Rate
After 1½ years	90%	of the full job Rate
After 2 years	100%	of the full job Rate

14.17 MAINTENANCE DEPARTMENT:

All Maintenance apprentices will commence their apprenticeship in maintenance shall be paid and receive increases as follows:

Start of Apprenticeship	50%	After 3 years	85%
After ½ year	55%	After 3 ½ years	95%
After 1 year	60%	After 4 years	100%
After 1½ years	65%		
After 2 years	75%		
After 2 ½ years	80%		

14.18 MAILING DEPARTMENT:

All Mailing apprentices will commence their apprenticeship in mailing shall be paid and receive increases as follows:

At start of Apprenticeship	70%	of the Journeyman rate
After ½ year	75%	of the Journeyman rate
After 1 year	80%	of the Journeyman rate
After 1½ years	85%	of the Journeyman rate
After 2 years	90%	of the Journeyman rate
After 2½ years	95%	of the Journeyman rate
After 3 years	100%	of the Journeyman rate

Article 15: LONG TERM DISABILITY AND SUPPLEMENTAL RETIREMENT PROGRAM

- 15.01a Effective the first pay period of the month following ratification, the Company shall pay an amount equal to six (6 %) percent of the basic day rate earned by each LITHOGRAPHIC EMPLOYEE covered by this Agreement to the G.C.I.U. Supplemental Retirement and Disability Fund, hereinafter referred to as the Retirement Fund, established under an Agreement and Declaration of Trust administered by a Board of Trustees composed of equal number of Company and Union representatives for the purpose of providing retirement, disability and/or associated benefits for employees of their beneficiaries on whose behalf payments are made by the Company and for financing and 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 classification, including leave of absence due to sickness or layoff, not to exceed one (1) year but excluding payment of overtime, premium, shift differentials, any periods of labour dispute while the employees are not working and where excluded within the labour agreement. The parties agree that participation in an coverage by the Retirement Fund may be extended to the employees of any other employer under contract with the G.C.I.U. and to the full time employees and Officers of any other 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.
- 15.01b Non-Litho Employees covered by the SRDF:
- Effective the latter of May 16, 2002 or upon ratification, the Company shall pay an additional 1% of the basic day rate for a total of 4% of the basic day rate to the G.C.I.U. Supplement Retirement and Disability Fund.
- Effective May 16, 2004, the Company shall pay an additional 1% of the basic day rate for a total of 5% of the basic day rate to the G.C.I.U. Supplement Retirement and Disability Fund.
- 15.02 All payments to the Retirement Fund shall be left on Deposit with a Canadian Trust Company 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 G.C.I.U. Supplemental Retirement and Disability Fund and shall be transmitted monthly to the office of the aforesaid Trust Company or Banking Institution in Canada. Concurrent with the payment by the Company, the Company shall submit such reports as the Trustees deems necessary for the purpose of properly administering the Trust and payment of benefits. All payments by the Company required thereunder shall be due and payable within twenty (20) days after the payroll period of the month for which such payment is required.
- 15.03 If the Company is in default in making payments required under this Article for more than sixty (60) days, it shall be liable for, and agrees to pay such legal, court and/or other costs incurred in collection proceedings and the Union may take any action it deems advisable notwithstanding other provisions of this Agreement.
- 15.04 Subject to 15.05 of this Agreement, the Company agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Company 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 plans, other than the amounts stated above, as may be adopted by the Trustees from time to time. The Company further agrees that the Company 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 Company Trustees on its behalf.

15.05 Should, as a result of Provincial or Federal Government Legislation, contributions to the G.C.I.U. Supplemental Retirement and Disability Fund program be rendered non-eligible as a corporate tax deduction, contributions to such Plan on the part of the Company will be discontinued as of the effective date of the legislation and shall be made instead to provide some other benefit as selected by the appropriate authorities of the G.C.I.U. which qualifies as a tax deductible expense for the Company.

Article 16: OVERTIME

16.01 The employees recognize that customer's 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 Company gives, whenever possible, **twenty-four (24)** hours notice but not less than five (5) hours of notice of such overtime work. The Company shall not unfairly discriminate against any employee who from time to time, refuses to work overtime.

16.02 Overtime rates shall be on the following basis:

- (a) All overtime worked from Monday thru Saturday shall be paid at time and one-half.
- (b) For all work performed on a Sunday, an employee shall receive two **(2)** times his hourly wage rate.
- (c) For all work performed on a Holiday, an employee shall receive two **(2)** times his hourly wage rate plus his regular Statutory Holiday Pay.

16.03 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.

16.04 All time worked each day either before or after the regular starting or quitting time in each shift shall be considered as overtime and shall be paid as outlined in Article **16.02**, provided the employee has completed the regularly scheduled hours at straight time. If an approved leave of absence or no work is available during regularly scheduled weekly hours at straight time and the employee requests and is given permission to be off, they will not be penalized overtime payment for the work performed in the pay week. Approved leave of absence includes the compensable absences in the contract and the first three absence occurrence in a twelve month period. A supervisor may allow an employee to receive an approved leave over three absence occurrences based on the employee's previous good absentee history if supported by a doctor's approval.

16.05 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**.

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

16.06 No overtime shall be worked on the monthly meeting night of the Graphic Communications Union, providing seven (7) days notice of change in the regular meeting night is given to the Company, except in the case of an emergency.

- 16.07 Overtime shall be asked of those regularly working on the press and shift first. Those working on the opposing shifts (corresponding presses) shall be asked next if available and qualified.
- 16.08 All overtime shall be posted on a monthly basis.
- 16.09 All employee meetings and training provided by the company shall be paid at straight time provided attendance is not mandatory.

Article 17: STATUTORY HOLIDAYS

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

- | | |
|---|--------------|
| New Year's Day | Labour Day |
| Thanksgiving Day | Good Friday |
| Christmas Day | Victoria Day |
| Boxing Day | Canada Day |
| Civic Holiday
(1st Monday in August) | Family Day |
| Remembrance Day | |

Plus any additional Statutory Holidays that may be declared by the Provincial Government. 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 Holidays 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 Employees who are absent up to a maximum period of three (3) months by reason of accident or sickness shall receive Holiday pay.
- 17.04 For the afternoon and night shift workers the shift commencing on the Plant Holiday and continuing into the next day shall be designated as the Plant Holiday Shift. It is further agreed that the night shift workers shall receive their shift premium for the Statutory Holiday.

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 vacation for each twenty-five (25) days of actual work.
- 18.02 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 one (1) year prior to July 1st of any year.
- 18.03 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 a period of eight (8) years prior to July 1st of any year.
- 18.04 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 nineteen (19) years prior to July 1st of any year.

- 18.05 Vacation schedules shall be posted by January 15th of each year. Where there is a conflict in choices, Union classification seniority will be the determining factor. The timing of the 4th and 5th weeks vacation will be left to the discretion of management, however the Company must give fourteen days notice of such timing.
- 18.06 For those who receive three weeks vacation, it is understood that two weeks will be continuous, For those who receive four and five weeks vacation, it is understood that three weeks will be continuous.
- 18.07 The full fifty-two (52) calendar weeks shall be made available for vacation periods on the understanding that the scheduling of vacations is subject to the Company's approval.
- 18.08 A vacation due an employee in any calendar year must be taken in that calendar year.
- 18.09 If a paid holiday occurs during an employee's vacation, the employee shall be given an extra day of vacation with pay at straight time.
- 18.10 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 cessation or suspension of operations, earned vacation credits shall be deemed wages earned and shall be paid forthwith.
- 18.11 The Night Shift Premium paid to night shift workers shall be included in vacation pay for night shift workers.
- 18.12 Each employee who has 30 years of service shall receive an additional one (1) day of vacation for their birthday.
- 18.13 Should an employee be called back to work during their vacation, the employee shall be paid at the applicable overtime rates as well as any differentials, plus rescheduling of their vacation.
- 18.14 Employees who are absent from work in excess of six (6) consecutive months for any reason shall have their vacation pay pro-rated according to the amount of time worked.

Article 19: BENEFIT PROGRAM

- 19.01 Effective the date of ratification – The Company agrees to pay a monthly premium of **\$212.48** a month per employee to the (P.L.B.P.) Benefit Program. Effective January 1, 2003 cost increases to the (P.L.B.P.) Benefit Program will be a 50% employee/50% company cost share with a cap of 10% of the total (P.L.B.P.) cost for the employee. Effective January 1, 2004 cost increases to the (P.L.B.P.) Benefit Program will be a 50% employee/50% company cost share with a cap of 20% of the total (P.L.B.P.) cost for the employee. These amounts exclude the Long Term Disability Program, which is fully paid by the employee.

- 19.02 The Company will remit monthly to the Benefit Program 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 a Benefit contribution on behalf of a new employee covered by the Collective Agreement until the employee has completed three (3) months of continuous service. The Company shall not be required to make any Benefit contributions on behalf of an employee who has been absent for any reason for a period one (1) year other than as set forth in Article 21 and Article 22.
- 19.04 The Company agrees to pay a monthly premium equal to fifty (50%) percent towards the Alberta Health Care premium for employees covered by this Collective agreement.
- When an employee is on leave of absence and is in receipt of payments from WCB, Short-Term Disability, Long-Term Disability or on Maternity Leave he may continue participation in the Alberta Health Care Insurance Plan by paying his/her share of the premiums to the Company on a monthly basis. This provision shall apply for a period not to exceed one (1) year from the date of original absence.
- 19.05 It is agreed that the full E.I. Premium Reduction, including the employees 5/12th share will be retained by the Company.
- 19.06 This Benefit Program shall be Jointly Trusteed with equal representation from participating Companies and the Union.
- 19.07 Prescription Glasses - Employees with one year of service, who have a need to wear prescription glasses will be entitled to be reimbursed upon the presentation of a receipt to the Company, to a maximum of \$100.00 every two (2) years, provided they are safety glasses.

Article 20: **PENSION**

- 20.01 Effective May 16, 2000, the Company will contribute \$30.00 per week on behalf of each employee covered by the Collective Agreement, to the Graphic Communications Trust Fund of Canada.
- Effective May 16, 2003, the Company will contribute \$31.00 per week on behalf of each employee covered by the Collective Agreement, to the Graphic Communications Trust Fund of Canada.
- Effective May 16, 2004, the Company will contribute \$32.00 per week on behalf of each employee covered by the Collective Agreement, to the Graphic Communications Trust Fund of Canada.
- 20.02 All payments to the Pension Fund shall be left on deposit with a Canadian Trust Company 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 of money to the Graphic Communications Trust Fund of Canada, and shall be transmitted monthly to the administrator appointed by the Trustees for deposit with the aforesaid Trust Company or banking institution in Canada. Concurrent with the payment by the Company, the Company 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 Company required hereunder shall be due and payable within twenty (20) days after the payroll period of the month for which such payment is required.
- 20.03 The Company will not be required to make contributions after an absence exceeding one (1) year other than what is set forth in Article 21: Leave of Absences.

Article 21: **LEAVE OF ABSENCES**

21.01 **BEREAVEMENT**

An employee who is absent from his scheduled straight time shift because of the death and attendance at the funeral of a member of his immediate family which shall consist of spouse, children, parents, brother and sister shall be entitled to paid funeral leave not to exceed five (5) days. An employee who is absent from his scheduled straight time shift, in the event of the death of a father-in-law, mother-in-law, grandchildren or grandparents shall be entitled to paid funeral leave not to exceed three (3) days. In the event of brother-in-law, sister-in-law, son-in-law or daughter-in-law an employee shall be entitled to paid funeral leave of one day, providing the employee attends the funeral. Such leave shall not be applicable to paid statutory holidays, vacation or non-paid leave of absence. This leave of absence shall commence between the day of death and the day of the funeral, inclusive.

Should extenuating circumstances exist regarding a bereavement leave to attend the funeral of a relative, as defined above, an employee may request that the joint committee (10.081) consider the matter and their joint recommendation shall determine the situation.

21.02a **JURY SERVICE**

An 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.

21.02b 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 has been required to appear for Jury selection or duty.

21.03a **PARENTAL LEAVE**

A leave will be granted, upon request, of an employee for maternity or adoption leave as per the Employment Standards Code of Alberta.

21.03b Time spent on maternity or adoption leave shall count as service for the employee for all contract benefits.

21.03c Upon completion of the leave, an employee shall immediately be reinstated to their original position prior to the leave or the Company shall provide the employee with alternative work of a comparable nature.

Article 22: **SEVERANCE PAY**

22.01 In the event of permanent layoffs for reasons other than termination for cause, all employees who lose employment with the Company, shall receive severance pay of one (1) week for each year of continuous service, to a maximum of sixteen (16) weeks. The employer will also provide the health benefits in article 19.01 and 19.04 on the basis of one (1) month per year of service, not to exceed three (3) months.

Article 23: **TECHNOLOGICAL DEVELOPMENT**

23.01 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 cooperation of the Company and the Union in the development of new skills.

23.02 In order to ensure the orderly 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 24: EDUCATION

24.01 The Company agrees to assist employees to further their education on an individual basis amount to be funded and determined at time of agreed upon course.

Article 25: NEW MACHINES OR PROCESSES

25.01 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 Collective Agreement, such machines or processes must be operated by employees covered under this Collective Agreement and under a scale of wages and conditions of work agreed upon by a Joint Committee equally represented by the Company and the Union.

25.02 In the event that an 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 35). The wages when adopted shall be retroactive to the date of the reclassification of the employee to such equipment or process.

Article 26: COMPLEMENTS

26.01 Press complements are to be as follows:

	1 st Pressman	2 nd Pressman	3rd Pressman	Roll Tender	Jogger
Goss U-70 1-3 Webs –	1	2	0	1	2
–Goss U-70 4+Webs	1	2	0	2	3
M1000 1-3 Webs	1	2	0	1	1
M1000 4 Webs	1	2	0	2	2
–H954 – Duplex	1	2	0	2	2*
H954 – Two Lines	2	2	0	2	3*
M300	1	1	0	1	1
R.Z.	1	0	1	0	1

NOTE: Additional Joggers will be provided as determined by 1st Pressman and Department Supervisor. *Must be Full-time employees.

New manning complements agreed to in this contract will be effective six weeks following ratification.

26.02 1st Pressman shall be Journeyman Pressman.

26.03 2nd Pressman could be a Journeyman Pressman or Press Apprentice.

- 26.04 When a position becomes vacant, the position will be filled by:
- a) Another employee working at the classification on another press on the same shift if surplus.
 - b) If an employee from that classification is unavailable, the company may move another employee on that press from the next lower classification on that press provided the employee is qualified to fill the position.
 - c) This does not restrict the Employer from calling in a qualified employee to fill the position.

26.05 Bindery complements:

EQUIPMENT	B1	B2	GBW
Collator/Binder	1		4
GST Machines	1		1
MBO Folder	1		1
Cutters	1		1
3 Knife Trimmer - Single line operation		1	1
3 Knife Trimmer - Double line operation		2	2
Collator Assistant		1*	
Knife Folder		1	
Tipper		1	1
Small Machines		1	

- 1. *Collator Assistant required only when running eight (8) pockets are more.
- 2. The above are minimum complements for each machine only.
- 3. Upgrades will be one position only and the employee must be fully qualified to fill that position. The Company reserves the right to upgrade more than one position level in the event of emergency production demands or when all possible one level upgrades have been exhausted.
- 4. 2000 hours accumulated in a higher classification within a calendar year will establish the need for a position in that classification. The Company will post the job or hire for the opening by February 1 of the next year.
- 5. Employees upgraded temporarily will receive the next apprenticeship rate of pay in addition to all credited time.
- 6. A Bindery #1 shall be a journeyman or apprentice.
- 7. The EM76 Cutter may be used for retrims on the directory line by the cover feeder during the normal course of his/her job operation. The cover feeder on the directory line is to be classified as a BB2 position.

26.06 Company to staff equipment to the manning levels required with full-time employees to the extent they are available to work.

Article 27: UNION LABEL

27.01 The Union Label is the exclusive property of the Graphic Communications International Union and its use is authorized by the express direction and consent of the Graphic Communications International Union upon execution of and compliance with, the standard Union Label License Agreement.

Article 28: **SUBCONTRACTING**

28.01 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 29: **TRADE PRACTICES**

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

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

Article 30: **PIECEWORK AND BONUS**

30.01 It is agreed by the Company that there shall not be piece work or bonus systems applying to any employees covered by this contract.

Article 31: **DEFAULT OF PAYMENT**

31.01 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 a one (1%) percent per month penalty until they are paid.

Article 32: **UNION ACCESS TO PLANT**

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

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

Article 33: **LAYOFF AND DISCHARGE**

33.01 No employees may be disciplined or discharged except for just cause.

33.02 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 a discharge of such an employee, the Company shall simultaneously furnish reason for such discharge in writing.

33.03 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.

- 33.04 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 period, in addition to his severance pay.
- 33.05 An employee must give at least one (1) weeks notice of termination and when he does so, shall be allowed to complete that week or be awarded a weeks pay in lieu thereof.
- 33.06 Layoff will be on the basis of last employed in the department. Employees displaced from their own job classification may claim work in any department so long as they have not been absent from that department for more than two years and are qualified for that classification. Rehiring will be done in the reverse order of layoffs. Employees shall have right to recall without interruption of seniority for a period of ninety (90) days.
- 33.07 The Company shall supply a copy of all disciplinary notices to the employee and the Union, and upon request, an employee may view his personnel file. After the completion of thirty-six (36) months, without violation of similar nature, all record of disciplinary notice will be removed from the employee's personnel file. The Company may refuse the amnesty where the infraction giving rise to the documentation involves dishonesty, intoxication, or a breach of trust
- 33.08 When an employee is summoned to management's office for investigations or interview that may result in discipline, the employee shall first be informed of his right to Union representation.

Article 34: SHOP DELEGATES

- 34.01 The name of the Shop Delegate(s) shall be supplied to the Company and the Company shall be notified of any change thereafter.
- 34.02 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.

Article 35: GRIEVANCE AND ARBITRATION

- 35.01 For the purpose of this Agreement, a grievance is defined as any difference or dispute between the Employer on the one hand and the Union or the Employees within the bargaining unit, concerning the interpretation, application, administration or alleged violation of this agreement.
- 35.02 The procedure for adjustment of grievances shall be as follows:
 - Step 1 – An employee who believes that they have a justifiable complaint, as defined in 35.01, with their shop steward shall submit their complaint within ten (10) working days of the alleged violation to their immediate supervisor. The employee, shop steward and the supervisors shall endeavor to settle the difference.
 - Step 2 – In the event that the employee is not satisfied with the supervisor's disposition of the complaint, the employee shall with the Union representative, submit a written grievance to the Director of Manufacturing within (15) fifteen working days of the alleged violation. The written grievance shall set forth the following:
 - (a) The time and the circumstances out of which it arose;
 - (b) The article or articles of the agreement, if any, relied upon or claimed to have been violated;
 - (c) The remedy or correction which is being requested.

The employee, Union steward Department Supervisor and Director of Manufacturing shall endeavor to settle the difference. Following the meeting, the Director of Manufacturing shall confirm his answer in writing within five (5) working days from the date of the meeting.

Step 3 – If no agreement is reached in Step 2 within five (5) calendar days of the Director of Manufacturing's answer, the matter may be appealed to the 3rd Step Grievance meeting which will include the Human Resource Manager or their designated representative the Local Union President or their designated representative. The Human Resource Manager or their designee will answer the grievance after the third step meeting. The Chief Steward and Department Manager may attend this meeting.

Should the Union wish to submit a policy grievance, they shall begin at STEP 2 of the grievance procedure as outlined above.

- 35.03 Should no settlement of the dispute be reached between the last mentioned parties within five (5) working days, the latter 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) days, then the Labour Department of the Province of Alberta shall be requested to name an arbitrator. The time frame may be extended by mutual consent.
- 35.04 The decision of the arbitrator shall be final and binding upon both parties.
- 35.05 Any cost relative to the arbitrator shall be borne equally by both parties.
- 35.06 Working and other conditions prevailing immediately prior to the action that initiates the dispute shall be preserved unchanged until a decision has been rendered.
- 35.07 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 36: STRUCK WORK

- 36.01 The Company agrees that it will not knowingly render production assistance to any employer, any of whose plants is struck by any Local of the Graphic Communications International Union or authorized by the International, or where members of any such Local or the International are locked out, by requiring the employees covered by this Collective Agreement to handle any work farmed out directly or indirectly by such employer, other than work which the Company herein customarily has performed for the employer involved in such strike or lockout.
- 36.02 The Union reserves the right to refuse to execute any work received from or destined for any shop which has been struck by members of the Graphic Communications International Union other than work which the Company herein customarily has performed for the employer involved in such strike.

36.03 The Union and its members, individually and collectively, agree that during the term of this Collective Agreement, or while negotiations are under way for the renewal or extension of this Collective 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 Collective Agreement or while negotiations are under way for renewal or extension of this Collective Agreement, they will not lock out any employee in said department. 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 37: **INDIVIDUAL RIGHT OF EMPLOYEE**

37.01 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 **36**.

37.02 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 **36**.

Article 38: **PICKET LINES**

38.01 Notwithstanding any other provision of this Collective Agreement, the failure or refusal of an employee to pass through or work behind any picket line legally established at this plant by the Graphic Communications International Union shall not be deemed a breach of this Collective Agreement and the Company shall not discharge, discipline or otherwise discriminate against any such employee.

Article 39: **SEPARABILITY**

39.01 Each and every clause of this Collective Agreement shall be deemed separable from each and every other clause of this Collective Agreement 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 Collective Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

39.02 The parties to this Collective Agreement recognize that the terms of this Collective Agreement are subject to the provisions of the Labour Laws of the Province of Alberta.

Article 40: **COLLECTIVE AGREEMENT CONTINUITY**

40.01 The Company agrees it shall give written notice of this Collective Agreement and all of its clauses contained herein to any prospective purchaser, transferee, leasee 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 41: EXTENSION OF COLLECTIVE ! I

41.01 In the event that upon termination date of this Collective Agreement as set forth in Article **43**, the parties have failed to reach an understanding with respect to a new Collective Agreement, the parties shall work under the conditions of this Collective Agreement until a new Collective Agreement has been reached or a strike or lockout occurs.

Article 42: INDUSTRIAL HEALTH AND SAFETY

42.01 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 cooperate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.

42.02 A joint Safety Committee will be established by the parties, with representation of two **(2)** from the Bindery and two **(2)** from the Litho jurisdictions, and equal representation from the employer. The Committee will meet on a regular basis (no less than four times annually). Minutes will be kept and distributed.

42.03 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 the first aid measures can be provided.

42.04 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 Company in this regard.

42.05 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.

42.06 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.

42.07 The Company agrees to provide to employees who have a need to wear safety footwear, who have completed one **(1)** year of continuous service, an amount of money to a maximum of **\$120.00** every two **(2)** years in reimbursement for the purchase of safety footwear.

42.08 The Company agrees to provide to employees who have completed one **(1)** year of continuous service, an amount of money to a maximum of **\$60.00** per year, in reimbursement for the purchase of work clothes as approved by the Company.

A committee shall be established to select a supplier.

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

Article 43: **DURATION OF THE COLLECTIVE AGREEMENT**

43.01 This Collective Agreement shall be effective as of the date of ratification until the 15th day of May, 2005, and thereafter from year to year, unless at least sixty (60) and not more than one hundred and twenty (120) days prior to the expiry date, written notice is given by either party that the Collective Agreement is to be amended.

Article 44: **MEDIATION**

44.01 Should negotiations go beyond the 15th day of April, 2005 or beyond the 15th day of April in any subsequent year during the life of this Collective Agreement, after amendments have properly been submitted, then mediation proceedings may be started immediately thereafter.

GAIN SHARING PLAN

Purpose:

The gainsharing program is part of the compensation policy of Quebecor World Edmonton. The plan is designed to promote achievement of organizational objectives through teamwork. Employees are compensated when budgeted financial results for the division are achieved or surpassed.

Eligibility:

Employees who are actively employed by Quebecor World Edmonton on December 31 of each calendar year and who are not eligible for other commissions, incentives or bonus are eligible to participate. Employees may only participate in one incentive compensation program. Contract employees, students, employees hired for term or task and/or temporary employees are not eligible for participation in the plan.

A participant, who is hired, promoted, transferred, temporarily laid off or retires during the course of the year, will have his/her participation prorated. The beneficiary of the estate of a deceased participant is entitled to receive a full or a prorated amount.

A participant whose employment with the company ceases or terminates for any reason whatsoever other than for those reasons stated above or who is permanently laid off, who resigns or who is dismissed prior to December 31st of the current year is not eligible to receive a gainsharing payment.

Plan Payment:

Gainsharing amounts to be paid shall be based on the degree of attainment of profit before taxes (PBT).

The gainsharing payout is as follows:

- \$ 250.00 lump sum if PBT meets budget
- \$ 500.00 lump sum if PBT exceeds budget by 5%
- \$ 750.00 lump sum if PBT exceeds budget by 10%
- \$1,000.00 lump sum if PBT exceeds budget by 15%

Payment of Gainsharing:

Audited financial results are used for calculation purposes.

The HR Manager and/or Controller will perform the payment calculations at the division. The Group Vice President prior to payment will approve all calculations.

Gainsharing payments are made before March 31 following the submission of audited financial results.

Payments are subject to statutory deductions required by law.

The Company and the Union agree to meet in 2002 to review changing the Gain Sharing Plan for the years 2003, 2004, 2005 to be based on Production, Safety, Quality Issues.

Letter of Understanding

Prepress

1. Stripper working as Conventional Stripper will receive the Level 1 rate.
2. Stripper working in Level 2 or Level 3 classification will be red-circled at the present level \$24.54 until matches the future Level 2 rate. The red circled employees will receive an amount of money equal to the first negotiated increase as a one-time lump sum payment.
3. Platemakers and Proofreaders hired prior to October 16, 2001 will be grandfathered at the Level 2 rate.
4. Present employees in the Preparatory Department shall have the right to recall without interruption of seniority for a period of 180 days.

Quebecor World Edmonton
A Division of Quebecor World Inc.

Edmonton Local 255C of the
Graphic Communication Union

Date: _____

Date: _____

LETTER OF UNDERSTANDING

OVERTIME

Overtime will be assigned in the usual manner as per Collective Agreement Article 16:07.

However, each Supervisor's office will have a voluntary sign up sheet for overtime.

After the methods of Article 16:07 have been exhausted the employer will go to the list and assign overtime on a lowest hours basis, as qualifications will allow.

Most of the overtime in which this letter is trying to cover is emergency overtime caused by manning fluctuations due to illness, last minute jobs, tight summer schedules, statutory holidays and holidays.

Members signing the list must realize the commitment they are making and will be expected to work the shifts they have signed for.

Refusal to show may be subject to discipline depending on the situation.

Members deciding not to work shifts they have signed for can remove their names with 12 hours notice.

Quebecor World Edmonton
A Division of Quebecor World Inc.

Edmonton Local 255C of the
Graphic Communication Union

Date: _____

Date: _____

IN WITNESS WHEREOF we have affixed our hands on this
_____ day of _____, 2002.

Quebecor World Edmonton
A Division of Quebecor World Inc.

Edmonton Local 255C of the
Graphic Communication Union

Date

Date

The approval by the International President of this Contract does not under any circumstances, make the International a party to this contract nor responsible for its observance or for any breach thereof.

RECOMMENDED BY;

G.C.I.U. CANADIAN VICE PRESIDENT

APPROVED BY;

G.C.I.U. INTERNATIONAL PRESIDENT