COLLECTIVE AGREEMENT

BETWEEN

QUEBECOR WORLD EDMONTON A DIVISION OF QUEBECOR WORLD INC.

(Hereinafter referred to as the "Company")

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 255G EDMONTON, ALBERTA

{Hereinafter referred to as the "Union")

From:

May 16th, 2008 May 15th, 2012

To:

11337 (04)

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 Communications, Energy and Paperworkers Union of Canada Local 255G, hereinafter known as the Union, as follows:

Article 2: RECOGNITION

- 2.01 The Company recognizes C.E.P. Local No. 255G of the Communications, Energy and Paperworkers Union of Canada 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. The Company agrees to include a package of information to be provided by the union to new employees during orientation.

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

Preparatory Pressroom Bindery Mailroom Maintenance

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 Journeyperson 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 Journeyperson 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.

A list shall be remitted monthly to the Secretary – Treasurer of the Union or his authorized representative, and to the Chapel Chairperson, containing the following information:

- a) Name of agency used;
- b) Departments in which work was performed;
- c) Total expenditure. (Invoice)

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 Communications, Energy and Paperworkers of Canada Local 255G, in good standing and actively engaged in the trade, shall be employed in the departments of the Company under the jurisdiction of the Union.
- The Company agrees to inform each new employee that he will be required to join the Union within thirty days (30) 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.
- 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

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: DUESCHECK-OFF

- 7.01 All employees covered by this Collective Agreement shall have deducted from their wages each pay, deductions levied in accordance with Local 255G 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.
- 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.
- 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 Journeyperson or Apprentices.

8.05 The Company agrees that when hiring a member of Communications, Energy and **Paperworkers of** Canada Local **255G**, 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.
- 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:

Preparatory Department Level 2 Scanner, Imaging, and Desktop Level 3 - Platemaking, Proofreader	Years 4 2
Press Department	
Pressperson	4
Press Assistant	2
Rolltender	2
Bindery and Auxiliary Departments Bindery #1 Bindery #2 Mailer #1 Shipper Receiver Material Handler Baler Maintenance	2 3 2 1 1 1 1 4

9.03 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 subcommittees will be appointed by the steering committee to monitor apprentices throughout the length of their apprenticeship.

9.04 RATIO **OF** APPRENTICES

Preparatory and Press Departments (as defined in Article 3.02)

One (1) Apprentice for each four (4) Journeyperson.

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

Bindery Departments (as defined in Article 3.02)

One (1) Apprentice for each three (3) Bindery #1 Journeyperson or fraction thereof. One (1) Apprentice for each three (3) Bindery #2 Journeyperson or fraction thereof.

9.05 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 Company may choose between the following two schedules, per equipment and/or department and/or classification. Changes from one schedule to the other can be made with one weeks notice. When Employees are required to change their shift, they shall have twelve (12) clear hours before beginning their new shift.

a) 6 day, 12 Hour schedule with half hour paid lunches (40 hours worked weekly or 12 hours worked daily before overtime payments will be made).

On this schedule, the regular work week for an Employee shall consist of thirty-six (36) hours divided in three (3) consecutive days of twelve (12) hours each to be worked from Sunday 7:30 p.m. to Saturday 7:30 p.m. Night shift shall start at 7:30 p.m. Day and Night shift rotates each week and front and back half of the week rotates every 4 weeks.

If required to meet production deadlines, the company will schedule an additional work shift on the Saturday night and/or Sunday day. The work will be assigned using the rules set out in article 16.07.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day		А	A	A	В	В	В		С	С	С	D	D	D
Night	С	С	С	D	D	D		А	А	А	В	В	В	

b) 5 day, 7 and a half or 8-hour schedule with unpaid lunch except for press room

On this schedule, the regular workweek shall be five (5) consecutive shifts of seven and one-half (7 1/2) hours each Monday to Friday (12:00 a.m. Monday to 11:59 p.m. Friday) inclusive and the regular workweek shall be thirty-seven and one-half (37 1/2) hours. For the press department, the regular workweek shall be 40 hours. Rotation from Days, to Afternoons and Nights will be every one or two weeks. Some 5-day a week schedules require staff to start their workweek on a day other than Monday. On these patterns the first 40 hours worked per week are considered regular time. The company does not intend to use this right to avoid the payment of a statutory holiday.

Example Week #1 & 2

10.03

10.04

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day		Α	Α	Α	Α	Α			Α	A	Α	Α	Α	
Afternoon		В	В	В	В	В			В	В	В	В	В	
Night		С	С	O	C	С			С	С	С	С	C	

Shifts run from 0800 to 1600, 1600 to 0000 and 0000 to 0800.

The company may decide to either have 3, 2 or 1 shift in operation on the 5-day _ schedule.

10.02 If a schedule pattern change is required due to reduced work load on any shift, the Union agrees to work with the Company on an alternate schedule that meets the Company's business needs.

There shall be, on all schedules, two (2) fifteen (15) minute paid breaks on each shift to be taken separately with operations running continuously.

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 changeover shall apply.
10.05	For the purpose of this agreement, and for all schedules, overtime is paid after 40 hours worked per 7-day cycle on 5 and 6-day work weeks. Only actually worked hours count as worked hours for the purpose of overtime calculation.
10.06	The Company shall endeavour to post all non-compressed workweek shift schedules for the following week on the preceding Thursday, prior to the end of the day shift.
10.07	Opportunities will be provided for Employees to obtain refreshments during working hours providing that production is maintained.
10.08	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.
10.09	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.
10.10	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.
10.11	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.
10.12	Interval of not less than one-half (1/2) hour or more than one Injur 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.
10.13	6 day work weeks staggered lunch breaks to be utilized whenever possible.
10.14	Shift Premiums
	Shift premium of \$2.00 per hour payable on the night shift.
	Shift Premiums will not be considered as wages for purposes of calculating overtime. Night shift premium is only applicable for shifts commencing after 7pm.

10.15 Notice Period

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

10.16 <u>Labour / Management Meetings</u>

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. The Company and the

Union must mutually agree 'to changes to the Memorandum of Understanding or implementation of the 12-hour shift schedule in other areas.

Article 11: COLLECTIVE BARGAINING

During Collective Bargaining the Union may have no more than 7 employees representing the different departments and the required CEP representatives at the bargaining table.

Article 12: CALL-IN AND REPORTING PAY

- 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.
- Any employee called back to work after completing a shift shall receive a call-back allowance of ten (\$10.00) dollars plus overtime pay (if meets the overtime minimum requirements) 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 one (1) hour pay for every twelve (12) hours he is on call, whether any work is performed or not.

Article 13 DEDUCTIONS FOR LATE ARRIVALS

- In cases where an employee reports late for work, only the time actually lost by the employee may be deducted.
- 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 Web Journeyperson employees covered under this Collective Agreement shall be:

	16-May	16-May	16-May	16 May
	2008	2009	2010	2011
CLASSIFICATION	0%	-5%	0%	1.5%
PREPARATORY DEPARTMENT				
Level 2 - Scanner, Imaging, Digital Desktop	\$26.80	\$25.46	\$25.46	\$25.84
Level 3 - Platemaking, Proofreader	\$20.11	\$19.10	\$19.10	\$19.39
PRESS DEPARTMENT				
Goss U-70; M1000; M-300 & 954 ADD: 966, M1000BE				
First Press Operator	\$31.98	\$30.38	\$30.38	\$30.84
Second Press Operator	\$28.21	\$26.80	\$26.80	\$27.20
Press Assistant	\$20.79	\$19.75	\$19.75	\$20.05
Rolltender	\$19.69	\$18.71	\$18.7 1	\$18.99
Jogger	\$15.00	\$14.25	\$14.25	\$14.46
BINDERY DEPARTMENT				
Bindery #1	\$26.11	\$24.80	\$24.80	\$25.17
Bindery#2	\$19.66	\$18.68	\$18.68	\$18.96
Bindery#3	\$15.00	\$14.25	\$14.25	\$14.46
Mailroom#1	\$15.58	\$14.80	\$14.80	\$15.02
Mailroom#2 ~	\$12.42	\$11.80	\$11.80	\$11.98
MAINTENANCE DEPARTMENT				
Millwright / Electrician	\$30.78	\$29.24	\$29.24	\$29.68
Custodian	\$11.37	\$10.80	\$10.80	\$10.96
SHIPPER / RECEIVER / MATERIAL HANDLER / BALER / TRUCK DRIVER DEPARTMENT				
Shipper / Receiver	\$16.66	\$15.83	\$15.83	\$16.07
Material Handler / Baler / Truck Driver	\$15.63	\$14.85	\$14.85	\$15.07

- 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.
- All wages are to be paid in full, in currency, through direct deposit on a designated pay day. If a Statutory Holiday falls within the week prior to a pay day, than wages shall be paid on the day following the payday.

14.04 <u>Lead Hand Premiums</u>

When in charge of the Perfect Binder Line the B1 so assigned shall be paid a Lead Hand premium of \$1.00 per hour while such equipment is in operation and he is in charge of the line.

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 (e.g. First Press Operator to Second Press Operator) for any employee in a 30 working day period.

A Journeyperson 2nd Press Operator moving up as a 1st Press Operator 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 Journeyperson rate at the end of three (3) months.

14.06 Apprenticeship Schedules

The minimum weekly wage for Apprentices for the regular weekly schedule of working hours herein provided are based upon a percentage of the minimum Journeyperson wage outlined in each schedule below.

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

a) <u>PrePress Apprenticeships</u>

Level 2		Level 3	
Start	60%	Start	80%
Year 1	70%	Year 1	90%
Year 2	80%	Year2	100%
Year3	90%		
Year4	100%		

All time apprenticing served at Prepress Level 3 will be credited towards an employee's Prepress Level 2 Journeyperson Apprenticeship.

b) <u>Pressroom Apprenticeships</u>

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

Rolltender	2 year apprenticeship
Rolltenderto 2 nd Press Operator	4 year apprenticeship
Press Assistant to 2 nd Press Operator	2 year apprenticeship
2 nd Press Operator to 1 st Press Operator	3 month trial

Successful trial periods will be credited toward apprenticeship time.

A Journeyperson 2nd Press Operator moving up as a 1st Press Operator 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 Journeyperson rate at the end of three (3) months.

All time served apprenticing as a 2nd and as a Press Assistant (max 2 years) shall be

credited towards an employee's Journeyperson Press Apprenticeship.

2 nd Press Operator	Press Assistant	Rolltender
Start 75%	Start 96.5%	Start 90%
Year 1 85%	Year 1 98.5%	Year1 95%
'fear2 90%	Year2 100%	Year2 100%
Year3 95%		
Year4 100%		

c) Binderv Apprenticeships

Binder	/2 Operator	Binderv 1 Operator					
Start	80%	Start	80%				
Year 1	85%	Year 1	90%				
Year2	95%	Year2	100%				
Year3	100%						

<u>Mailroom</u>

Start 90%

Year 1 95%

Year2 100%

- I) 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 Journeyperson.
- 2) Journeyperson Bindery #2 who moves upwards in classification to Bindery #1 will also be paid and receive increases as outlined above.
- 3) Notwithstanding the foregoing, an employee may directly be reclassified upwards by mutual agreement between the Company and the Union.
- 4) Bindery #3 or Bindery #2 who upgrade into the higher classification will receive credit for time spent in the higher classification towards any future apprenticeship.
- 5) Progression from Bindery #2 to Bindery #1 shall be determined by Job openings.
- 6) The wage rate to be paid to each employee during his respective Apprenticeship period shall be recorded to his Apprentice Indenture Agreement.
- 7) Progression to Bindery #2 Apprentice will be chosen from Bindery #3 when Apprenticeships are open.

d) <u>Maintenance Apprenticeships</u>

Wages paid to an Apprentice Millwright or Electrician shall be paid to meet the Apprenticeship and Industry Training Act – Alberta Regulation # 290/2000 regulations as listed below.

The term of an apprenticeship program for the trade is four (4) periods of not less than twelve (12) months each. Each period will include both work experience and schooling.

- a) 60% of the Journeyperson rate in the first period of the program;
- b) 70% of the Journeyperson rate in the second period of the program:
- c) 80% of the Journeyperson rate in the third period of the program;
- d) 90% of the Journeyperson rate in the fourth period of the program.

- 1) To be eligible for the increase in rate for the second, third or fourth period, the Apprentice must successfully complete the education component of the Apprenticeship.
- 2) The employee will be responsible for registration in the education component of the Apprenticeship program. The Apprentice will initially pay for the cost of taking the course. Upon written receipt of successful completion, the Company will reimburse the Apprentice for the education tuition costs. If an apprentice does not successfully complete or pass the course, the company will not be responsible for the costs associated with the training.
- 3) In the event that the education component is failed, the Apprentice will have one opportunity to re-write the exam at no charge.
- e) Material Handling Apprenticeships

Material Handler, Shipper, Receiver, Baler Start 95% Year 1 100%

Article 15: ONG TERM I AND IPPL RETIREMENT PROGRAM

15.01a Effective the first pay period of the month following ratification, the Company shall pay an amount equal to four (4%) percent of the basic day rate earned by each LITHOGRAPHIC EMPLOYEE covered by this Agreement. to the Graphic Communication Supplemental Retirement 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 C.E.P. 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.

The Company will contribute to the program on behalf of the employee after one continuous employment. Any employee already enrolled will remain in the plan regardless of whether they meet the preceding stated criteria.

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 Graphic Communication 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 there under are 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 notwithstandingother provisions of this Agreement.
- 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.
- Should, as a result of Provincial or Federal Government Legislation, contributions to the Graphic Communication. 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 C.E.P. which qualifies as a tax deductible expense for the Company.

Article 16: OVERTIME

- 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 shall be paid at time and one-half. Overtime will be paid only once weekly hours outlined below have been actually worked.
 - 5 day work week (5 shifts) 40 hours per 7-day cycle
 - ii) 6 day work week (3 shifts) 40 hours per 7-day cycle
 - (b) For all work performed on a Holiday, an employee shall receive one and a half (1%) times his hourly wage plus his regular Statutory Holiday pay.
- 16.03 Overtime for employees on any shift shall be computed on base rate only.
- Overtime shall be asked of those regularly working on the press and shift first, if qualified. Those working on the opposing shifts (corresponding presses) shall be asked next if available and qualified.
- 16.05 All overtime shall be posted on a monthly basis.
- All employee meetings and training provided by the company shall be paid at straight time provided attendance is not mandatory.
- The Company will make every reasonable effort to use Union employees for overtime before resorting to the use of temporary service personnel.

Article 17: STATUTORY HOLIDAYS

17.01 The following Statutory Holidays* are to be observed by the Company:

New Year's Day
Thanksgiving Day
Christmas Day
Boxing Day
Civic Holiday

Labour Day
Good Friday
Victoria Day
Canada Day
Family Day

(1st Monday in August) Remembrance Day

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

17.02 Statutory holidays will be paid to those who are regularly scheduled to work on the designated Statutory Holiday. If the Statutory Holiday falls on a scheduled day off, the employees working on the 12 hour shifts or 8 hour shifts will be paid 8 hours of their regular base wage. (The designated Statutory Holiday dates will be determined by December 31 of the previous calendar year).

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 Statutory Holidays will only be paid at day rate.

Article 18: VACATIONS

17.03

- 18.01 As of date of ratification, each employee who has been employed in the Company less than three (3) years shall receive vacation with pay in advance on the basis of one (I) day vacation for each twenty-five (25) days of actual work.
- 18.02 As of date of ratification, 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 or three (3) years prior to July 1st of any year.
- 18.03 Each employee shall receive four (4) weeks vacation, 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.
- Vacation schedules shall be posted by January 15th of each year. Employees will submit their vacation request by March 15th and vacation schedules shall be approved by April 1st. Where there is conflict in choices, union classification seniority will be the determining factor for all vacation requests submitted prior to March 15th. After March 15th vacation will be approved on a first come first serve basis. The timing of the 4th and 5th weeks will be left to the discretion of management, however, the Company must give fourteen (14) 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

^{*}Plus any additional Statutory Holidays that may be declared by the Provincial Government.

- understanding that the scheduling of vacations is subject to the Company's approval.

 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. If the Statutory Holiday falls on a scheduled day off, the employees regularly working on the 12 hour shifts will be paid eight (8) hours of their regular base wage.
- 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. The Company can deduct over used vacation from final pay.

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 Vacation paid out at day rate only.
- 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 ratification the Company agrees to pay 80% of the monthly premium for each employee to the (P.L.B.F) Benefit Program (excluding LTD). The employee is responsible for the remaining 20% of the monthly premium. These amounts exclude the Long Term Disability Program, which is fully paid by the employee. Any changes made to the PLBF Benefit Program need to be approved by the Company. Company requires copies of current plan documents.
- 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.
- 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. While on maternity, parental and adoption leave the Company will continue to contribute to the benefit plan provided the employee continues their contributions.

- 19.04 It is agreed that the Company will retain the full E.I. Premium Reduction, including the employee's 5112th share.
- 19.05 This Benefit Program shall be Jointly Trusteed with equal representation from participating Companies and the Union.
- 19.06 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 the date of ratification, the Company will contribute \$30 per week on behalf of each employee covered by the collective agreement.
- 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.
- The Company will not be required to make contributions after an absence exceeding one (I) year other than what is set forth in Article 21: Leave of Absences.
- The Company will contribute to the pension on behalf of the employee after one (I) year of continuous employment. Any employee already enrolled will remain in the plan regardless of whether they meet the preceding stated criteria.

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 (includes common-law and same sex partners), 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, parental 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 (I) week for each year of continuous service, to a maximum of sixteen (16) weeks. Employees with more than sixteen (16) years of service are entitled to one and a quarter (1.25) weeks of severance for each full year worked over and above their sixteen (16) years, up to a maximum of twenty-six (26) weeks. The employer will also provide the health benefits in article 19.01 on the basis of one (1) month per year of service, not to exceed three (3) months. For the purpose of this clause, termination means that there is no expectation of

ever being recalled to work.

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 and the Union

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:

Press Complements	1 st Press Operator	2 nd Press Operator	Press Assistant	Roll Tender	Jogger
Goss U-70 1-3 Webs	1	1	1	0	2
Goss U-70 4+ Webs		1	1	1	3
ADD: M1000 1 Web		1	0	1	1
ADD: M1000 2 Webs*	1	1	1	1	1
ADD: M1000 3 Webs	ı	2	0	1	1
M1000 4 Webs	I	2	0	2	2
H954 – Duplex	1	2	0	1	2 **
H954 - Two Lines	2	2	0	. 1	2 **
M300	ī	1	0	1	1
966 1 web	1	1	0	1	1
966 2 web	1	2	0	1	2
M1000BE	1	1	0	1	1

^{*} Moving forward it is understood that manning will be reduced by one (I) Press Assistant should the M1000A be able to run to it's potential mechanically and electrically.

NOTE: Additional Joggers will be provided as determined by 1st Press Operator and Department Supervisor. ** These must be Full-time employees.

26.02 1st Press Operator shall be Journeyperson Press Operator.

26.03 2nd Press Operator could be a Journeyperson Press Operator 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 are to be as follows:

Bindery Compliments	BB1	BB2	GBW
Perfect Binder (incl. Inline Sitma)	2	3	6
321 Mueller	1		2
Knife folder 1		1	1
Knife folder 2		1	1
850 Stitcher	1		2
Cutter	1		
2 MBO	1		
Off line Sitma	1		3
Tipper		1	1

- 1. Collator Assistant required only when running eight (8) pockets or 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. Employees upgraded temporarily will receive the next apprenticeship rate of pay in addition to all credited time.
- 5. A Bindery #1 shall be a Journeyperson or apprentice.
- 6. The EM76 Cutter may be used for re-trims 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 Communications, Energy and Paperworkers of Canada Local 255G, and its use is authorized only with the express direction and consent of the Communications, Energy and Paperworkers of Canada Local 255G upon execution of, and compliance with, the standard Union Label License Agreement in quadruplet.

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: PIECE WORK 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

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 Internationalfor 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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.

Upon layoff of any full-time employee that has been employed by the Company for over 1 year and has worked at least one thousand four hundred and forty (1,440) hours in the last fifty two (52) weeks from date of layoff, the Employer shall provide a transition benefit for their employment insurance waiting period (two weeks).

Such benefits shall be no more than fifty-five percent (55%) of the employee's gross weekly wages of the previous six months of employment prior to the date of layoff.

Article 34: SHOP EG

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

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.

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

- 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 Communications, Energy and Paperworkers Union of Canada 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.
- 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 Communications, Energy and Papetworkers Union of Canada other than work which the Company herein customarily has performed for the employer involved in such strike.
- 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

- 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.
- 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 Communications, Energy and Papetworkers Union of Canada Local 255G 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, lessee or assignee. A

copy of such written notice-shall be furnished to the Union not less than ten (10) days prior to

the effective date of sale, transfer, lease or assignment.

Article 41: EXTENSION OF COLLECTIVE AGREEMENT

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.

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.

- 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 \$140.00 every two (2) years in reimbursement for the purchase of safety footwear.
- The Company agrees to provide to employees who have completed one (I) year of continuous service, an amount of money to a maximum of \$70.00 per year, in reimbursement for the purchase of work clothes as approved by the Company.

A committee shall be established to select a supplier.

If the Company introduces a supplied uniform program, 42.08 will no longer be in force.

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

This Collective Agreement shall be effective as of the date of ratification until the 15th day of May, 2012, 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

Should negotiations go beyond the 15th day of April, 2008 or beyond the 15th day **a** 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.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 3rd day of June 2009 AD.

FOR
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA LOCAL
255G

FOR
QUEBECOR WORLD EDMONTON
A DIVISION OF QUEBECOR
WORLD INC.

DUANE OLDHAM

MIKE LOOWELL

RICHARD FRAPPIER

JEAN LABELLE

RICHARD CODDIHY

Letter of Understanding

Gain Sharing

Purpose:

The Gain Sharing 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 Gain Sharing payment.

Plan Payment:

Gain Sharing amounts to be paid shall be based on the degree of attainment of budgeted earnings before interest, taxes, depreciation and amortization (EBITDA).

The Gain Sharing payout is as follows:

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

Payment of Gain Sharing:

Audited financial results are used for calculation purposes.

The HR Manager and/or Controller will perform the payment calculations at the division. The Quebecor World Canada Group Vice-president of Operations prior to payment will approve all calculations.

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

Payments are subject to statutory deductions required by law.

DUANE OLDHAM

RICHARD FRAPPIER

EORACEP 255G

FOR CEP 255G

Prepress

- _ Platemakers and Proofreaders hired prior to October 16, 2001 will be grandfathered at the Level 2 rate.
- 2. Present employees in the Preparatory Department shall have the right to recall without interruption of seniority for a period of 180 days.

DUANE OLDHAM

RICHARDFRAPPIER

FOR OP 2550

OR CEP 255G

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 minutejobs, 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.

DUANE OLDHAM

RICHARDFRAPPIER

FOR CE# 255G

FOR CEP 2556



LETTER OF UNDERSTANDING

Temporary Reduced Work Week

This letter will serve to confirm the understanding and agreement reached between Quebecor World Edmonton and the Communications Energy and Paperworkers Union Local 255G on June 19th, 2009 in regards to the Temporary Reduced Work Week. Details are as follows:

- 1. The reduced work-week schedule will be only for a temporary period effective from Monday, June 22, 2009 until Sunday, August 16, 2009.
- 2. The reduced work schedule will apply only to presses; M-1000A, M-1000BE, M-300 and U-70.
- 3. Affected employees will be paid based on the hours worked in the revised schedule (Figure 1).
- 4. Overtime pay will remain as paid only after 40 hours worked as per the Collective Agreement.
- 5. The reduced work-week schedule shall be as follows (Figure 1):

Nights/Days

	and the second s	Mon	Tue	Wed	Thurs	Fri
June 22 nd	Week 1	B/A	В/А	В/А	D/C	D/C
June 29 th	Week 2	A/B	A/B	C/D	C/D	C/D
July 6 th	Week 3	B/A		В/А	D/C	D/C
July 13 th	Week 4	A/B	A/B	C/D	C/D	C/D
July 20 th	Week 5	C/D	C/D	B/A	В/А	B/A
July 27th	Week 6	D/C	D/C	D/C	A/B	A/B
Aug. 3 rd	Week 7	C/D	C/D	В/А	В/А	B/A
Aug. 10 th	Week 8	D/C	D/C	D/C	A/B	A/B

Figure I

6. The terms of this agreement are without prejudice or precedent to the Company or the Union on any further issues related to application of the collective agreement or the hours of work.

Dated at Edmonton, Alberta this 13 day of July, 2009

For the Union

Quebecor World Edmonton

July 21, 2009

BN

122546500RP0057

File

S09850-000

Jagveet Brar Human Resources Coordinator Quebecor World Inc. (Edmonton) 18130 - 114 Avenue Edmonton AB T5S 2E8

Dear Jagveet Brar

Subject:

Notice of Registration

Supplemental Unemployment Benefit (SUB)

Thank you for your letter of June 17, 2009 from Holly Choi, enclosing a copy of the SUB plan for temporary stoppage of work covering all full time union employees.

We reviewed the plan and determined that it meets the conditions of Subsection 37 (2) of the *EmploymentInsurance(El) Regulations* effective on June 17, 2009, until May 15, 2012.

Payments received under this plan will not be considered earnings for purposes of determining entitlement to employment insurance benefits in accordance with Subsection 37 (1) of the *Regulations*.

Please note that this plan is not registered for permanent stoppage of work and SUB payments may \mathbf{not} form part of a separation package, be used to bridge to retirement, nor form any part of a work sharing agreement or short-week benefits.

When completing the Record of Employment (ROE), please indicate that the employee is entitled to supplemental unemployment benefits by writing "SUB" in Section 17(c), under "other monies". You must verify the SUB report before paying the supplemental unemployment benefit.

Please inform us of any changes to your plan, your address or your Canada Revenue Agency business number(s) within 30 days from the effective date of the change.

If you have any questions, please contact us.

Yours truly,

Maurice Thibodeau

Payment Service Agent

Supplemental Unemployment Benefit (SUB) Program

20-21-

PO Box 11,000

Bathurst NB E2A 4T5

Toll free

1-800-561-7923 (7684)

Fax

1-506-548-7473

