

COLLECTIVE AGREEMENT

- between -

TRANSCONTINENTAL LGM - CORONET

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
OF CANADA
LOCAL 900G**

WINNIPEG, MANITOBA

June 1, 2008

to

May 31, 2011

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COLLECTIVE AGREEMENT

ARTICLE 1- ARTICLES OF AGREEMENT

- 1.01 It is hereby agreed by and between Transcontinental LGM - Coronet, 737 Moray Street, of the City of Winnipeg, hereinafter known as the Company and Winnipeg Local 900G of the Communications, Energy and Paperworkers Union of Canada, hereinafter known as the Union, as follows:

ARTICLE 2- RECOGNITION

- 2.01 The Company recognizes Winnipeg Local 900G of the Communications, Energy and Paperworkers Union of Canada as the exclusive representative for the purpose of collective bargaining in respect of rates of pay, hours of work or other conditions of employment for all employees performing work described in the Jurisdiction Article of this Contract.
- 2.02 The Company agrees that during the term hereof and during any negotiations for the renewal or extension hereof or for any successor contract hereto, it will not sign any contract or make any written agreement of any kind with any other union relating to any jobs or work covered in the Jurisdiction Article of this contract.
- 2.03 No individual employment contract conflicting with this agreement shall be entered into unless by consent of both parties hereto.

ARTICLE 3 - JURISDICTION

- 3.01 This Agreement applies to and governs all employees of the Company, except Office Staff, Sales Staff, non-working supervisors exercising management functions primarily, including the right to hire and fire, and those excluded by the Act.
- 3.02 For the purpose of this Agreement, the following departments shall be deemed separate departments of the trade:
- (a) Pre-Press
- Pre-Press Technician
Digital Pre-Press Technician

- (b) Bindery
 - I. Finishing
 - II. Mailing
 - III. Shipping
 - IV. Receiving
 - V. General Labour
 - VI. Quality Control
- (c) Web Press
- (d) Maintenance
- (e) Sheetfed Press
- (f) Kitting

3.03 Employees supplied by agencies for temporary service will pay union dues based on the same principles as for the Company employees. Temporary employees are not considered bargaining unit employees for any purpose but the payment of dues.

ARTICLE 4 - MANAGEMENT FUNCTIONS

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

ARTICLE 5 - UNION SHOP

5.01 The Company agrees that none but members of the Communications, Energy and Paperworkers Union of Canada, in good standing and actively engaged in the trade, shall be employed in the departments of the Company under the jurisdiction of the Union. Excluded supervisors shall be permitted to perform work normally

performed by members of the bargaining unit to the extent this has been done in the past.

- 5.02 The Company agrees to inform each new employee that he or she will be required to join the Union within thirty (30) days from the date of commencing employment.
- 5.03 The Company agrees that all employees of the Company covered by this Agreement and hired on or after its execution date, shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
- 5.04 Where an employee fails to become a member of the Union as herein provided or to whom membership is denied because of his failure to tender initiation fees, dues or assessments, within ten (10) days after written notice from the Union, the Company shall discharge such employee.

ARTICLE 6 - DUES CHECK-OFF

- 6.01 The Company agrees that, upon receipt of a written, voluntary and revocable authorization signed by any employee, to withhold weekly a stated amount to be determined by the Union.
- 6.02 Such amount will be determined by Union resolution, a certified copy of which will be remitted to the Company.
- 6.03 The Company will remit monthly to the Local concerned the amounts as deducted, no later than the fifteenth (15th) day of the month following said deduction.

ARTICLE 7 - PROMOTIONS AND HIRING

- 7.01 The Company agrees to inform the Local Union office of all position vacancies. The Union agrees to furnish the necessary employees if applicable. The Union agrees to refer qualified applicants for available jobs in a non-discriminatory manner. The Company shall have the right to engage from other sources such employees as may be necessary.
- 7.02 The parties to this Contract agree to continue their policy of no discrimination against any employee because of race, religion, creed, colour, age, sex, or national origin, in regards to employment advancement, working conditions, rates of pay, acceptance into Union membership or selection for Apprentice openings.
- 7.03 In filling a vacancy, where relative ability, skills and efficiency are equal, seniority shall prevail, except that if no employee applies who has the required qualifications, the Company may hire from outside the bargaining unit. This shall be subject to the Company's employment equity program.

7.04 An employee who is successful in applying for a vacant position shall be given a trial period of three (3) months. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. If the Company, in consultation with the Union, is uncertain as to whether the employee is suitable after the first three (3) months, the trial period may be extended for a further three (3) month period.

ARTICLE 8 - APPRENTICES

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

8.02 Apprentices in all departments shall serve probationary periods of three (3) months, such time to become part of their apprenticeship period, to demonstrate their fitness to continue as Apprentices. If the Employer is uncertain as to whether the Apprentice is suitable after the first 3 months, the probation may be extended for a further three (3) month period. The term of apprenticeships shall be as follows:

Pre-Press

Pre-Press I	4 years
Pre-Press II	2 years

Bindery

Journeyman I	4 years
Journeyman II	2 years
Mail Operator	2 years
Sorter/Bagger	2 years

Web

Journeyperson	4 years
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Sheetfed

Press I and II	4 years
Feeder	2 years

When an employee progresses to Press I from Journeyperson Press II, the duration of the apprenticeship shall be one (1) year.

Maintenance

Electrician	5 years
Mechanic	4 years

8.03 Ratio of Apprentices

All departments as outlined in Article 3.01:

One (1) apprentice for each journeyperson. All departments may be combined, however not more than one (1) apprentice may be employed in any department with less than two (2) journeypersons.

ARTICLE 9 - HOURS OF WORK

9.01 The regular weekly hours of work to which the minimum wage scale shall apply for full-time employees shall be:

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

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

9.03 The Company will give at least twenty-four (24) hours' notice of its intention to change employees from one shift to another.

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

9.05 An interval of not less than one-half (1/2) hour or more than one (1) hour shall be allowed for luncheon each shift and shall be scheduled between the third (3rd) and fifth (5th) hours of work. In no case shall said luncheon period be considered the time of the Company.

Modified Work Week

- a) The Company may implement a modified work week (7/24) consisting of twelve (12) hour shifts, to be worked on three (3) consecutive calendar days between 12:01 a.m. Monday and 12:00 a.m. the following Monday.

- b) The Employer will provide at least two (2) weeks notice when switching employees from the standard work week to the modified work week and vice versa.
- c) Employees within a department may be working different work weeks, ie. some on modified and others on standard work week.

ARTICLE 10 - COMPLAINTS OF DISCRIMINATION

- 10.01 The parties agree that there shall be no discrimination or harassment contrary to The Human Rights Code of Manitoba. Complaints of this kind shall be administered under this Article.
- 10.02 The resolution of incidents of complaints of discrimination will be governed by the following principles:
- (a) the respondent shall have the right to know the allegations and the complainant's name;
 - (b) confidentiality must be maintained to protect both the complainant and the respondent against unsubstantiated claims;
 - (c) the complainant shall not be compelled to proceed with a complaint and shall have the right to withdraw a complaint at any point; and
 - (d) reprisals against anyone who files a complaint will not be tolerated nor will complaints which are made for frivolous or vindictive reasons.
- 10.03 Should any employee feel that he/she has been the victim of such discrimination, a written complaint may be made through the Shop Delegate to the Supervisor. Should the respondent to the complaint be the Shop Delegate, the complaint shall be submitted directly to the Supervisor. Should the respondent to the complaint be the Supervisor, the complaint shall be submitted through the Shop Delegate to the General Manager. The respondent shall be required to submit a written reply.
- 10.04 The Supervisor or General Manager shall attempt to resolve the complaint to the mutual satisfaction of the complainant and the respondent.
- 10.05 If informal resolution is not achieved, the complainant may initiate a grievance in writing at any step of the grievance procedure under Article 23, and if necessary refer the matter to arbitration under Article 24, if the respondent is in management.
- 10.06 If the respondent is employed in the bargaining unit, and if the Company feels that the complaint is well-founded, the Company shall impose such discipline, up to and including dismissal, as is just under the circumstances.

ARTICLE 11 - CALL-IN AND REPORTING PAY

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

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

11.02 Any employee accidentally injured while working on the job, and therefore unable to finish his/her day's work, shall be paid for their full day that they were scheduled on that day.

11.03 If an employee is called back to work, he or she will receive a callback allowance of ten dollars (\$10.00) plus overtime pay for the hours worked. In addition, an employee on callback shall receive a minimum of one hour's pay at overtime rate unless the employee leaves work on his/her own volition after finishing the work he/she was called back to perform. In the latter case, he/she will receive ten dollars (\$10.00) and overtime pay for the hours actually worked. Call-in starts when the employee arrives at the plant, and ends when the employee leaves the plant.

ARTICLE 12 - DEDUCTION FOR LATE ARRIVAL

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

ARTICLE 13 - WAGES

13.01 The Company shall pay wage rates as provided in Appendix "A".

13.02 The rates mentioned in the above appendices are minimum rates only. The Union will not discriminate in any way against the Company for paying premium rates to those who warrant them.

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

13.04 Night Shift Premium

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

- 1st night shift = \$1.30/hour

- 2nd night shift = \$1.50/hour

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

- June 1, 2008 \$2.10 per hour

13.05 Rate Retention

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

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

13.06 Apprentice Increments - All Departments:

<u>Length of Apprenticeship</u>	<u>Wage (% of Journeyperson rate)</u>					
	Start	After				
		<u>1 yr.</u>	<u>2 yr.</u>	<u>3 yr.</u>	<u>4 yr.</u>	<u>5 yr.</u>
1 year	75%	100%				
2 year	60%	80%	100%			
3 year	60%	70%	85%	100%		
4 year	60%	70%	80%	90%	100%	
5 year	50%	60%	70%	80%	90%	100%

ARTICLE 14 - SRD

14.01 Effective June 1, 2008, the Company shall pay an amount of money equal to four percent (4%) of the basic day rate of each employee covered by this Agreement who has completed his probationary period to the G.C. Supplemental Retirement and Disability Fund, hereinafter referred to as the Retirement Fund, established under an Agreement and Declaration of Trust by a board of trustees, composed of equal numbers of employer and union representation for the purpose of providing retirement, disability and/or associated benefit for employees or their beneficiaries on whose behalf payments are made by the Company, and for financing the

- expenses and operation and administration of the Retirement Fund. The term "basic day rate" as used herein, shall mean the basic day rate of an employee in his/her classification, including leave of absence due to sickness or layoff, for a period no longer than six (6) consecutive months, but excluding payment for overtime, premiums, shift differentials or any periods of labour dispute while the employees are not working. The parties agree that participation in and coverage by the Retirement Fund may be extended to the employees of any other employer under contract with the C.E.P. and to the full-time employees and officers of the Union, or any of its local unions, and to the full-time employees and officers of any union entity or employer-union entity, provided that payments are made on behalf of such employees or officers and to all others covered under the terms of the Agreement and Declaration of Trust.
- 14.02 All payments to the Retirement Fund shall be left on deposit with a Canadian Trust 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 form of money to the G.C.. 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 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.
- 14.03 Subject to Appendix "A" 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 plan, other than the amount stated above, as may be adopted by the trustees from time to time. The Company further agrees that the employer-designated initial and successor trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as employer-trustee on its behalf.
- 14.04 It is agreed that the G.C.. Supplemental Retirement and Disability Plan and the G.C.. Supplemental Retirement and Disability Fund, both as defined and the G.C.. Agreement and Declaration of Trust entered into between the G.C. and the trustees, to be continued and maintained, subject to the approval of any Federal or Provincial authority having jurisdiction over the Graphic Communications Supplemental Retirement and Disability Plan.

New benefits shall be effective on the appropriate dates established by the board of trustees of the Graphic Communications Supplemental Retirement and Disability Plan.

14.05 Appendix "A"

Should, as a result of Provincial or Federal Government legislation, contributions to the G.C. 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's signatory to this Agreement will be discontinued as of the effective date of legislation. Such contributions retroactive to the above-mentioned date of discontinuance will be made to provide some other benefit as selected by the appropriate authorities of the G.C.. and which qualifies as a tax deductible expense of Companies so covered.

ARTICLE 15 - OVERTIME

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

15.02 Overtime rates shall be on the following basis:

- a) For all hours worked in excess of an employee's regular work day from Monday to Friday inclusive, the employee shall receive one and one-half (1 1/2) times his hourly wage rate.
- b) For all work performed on a Saturday or Sunday where the Saturday or Sunday is not part of an employee's regular work week, the employee shall receive one and one-half (1 1/2) times his hourly wage rate.
- c) For all worked performed on a Statutory Holiday, as set forth in Article 16.01 of this Agreement, an employee shall receive two (2) times his hourly wage rate.

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

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

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

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

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

Modified Work Week

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

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

ARTICLE 16 - STATUTORY HOLIDAYS

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

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

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

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

16.03 Employees who are absent up to a maximum period of six (6) months by reason of accident, sickness or maternity leave, who are not otherwise compensated for lost earnings on a holiday, shall receive holiday pay.

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

- 16.05 For employees working the modified work week, if a statutory holiday falls on his regularly scheduled work day, he shall receive twelve (12) hours pay at his regular hourly rate. Double time if employee works the statutory holiday plus a day of with pay in lieu thereof as mutually agreed between the supervisor and employee.

ARTICLE 17 - VACATIONS

- 17.01 Vacation Year - July 1st to June 30th. Entitlement will be determined as of July 1st of each year.
- 17.02 An employee who has been employed with the Company less than one (1) year, prior to July 1st, will receive vacation with pay on the basis of one (1) day's vacation for each twenty-five (25) days of actual work.
- 17.03 After completing one (1) year of service, each employee shall receive a three (3) week vacation with pay.
- 17.04 After completing eight (8) years of service, the employee shall receive a four (4) week vacation with pay.
- 17.05 After completing seventeen (17) years of service, the employee shall receive a five (5) week vacation with pay.
- 17.06 Summer vacation schedules shall be posted prior to May 15th of each year.
- 17.07 Vacations as far as possible will be scheduled at times most desirable to the employees. However, vacation periods shall be designated by the Company provided the Company gives a minimum of twenty-one (21) days' notice prior to vacation
- 17.08 For those employees who receive three (3) weeks' vacation or more, it is understood that two (2) of the weeks will be continuous. The timing of the additional week(s) of vacation will be left to the discretion of the Management, however, the Company must give twenty-one (21) days' notice of such timing.
- 17.09 Vacation credits are not cumulative from year to year. All vacation earned in any year must be taken during the following year.
- 17.10 If a holiday falls within an employee's vacation period, the employee's vacation shall be extended for another day with pay.
- 17.11 In the event of termination of employment for any reason whatsoever, all accumulated vacation pay credits shall be paid in full at the time of the termination of employment. This shall likewise apply in the case of death, in which event the amount due shall be paid to the estate of the deceased. Accumulated vacation credit is deemed to mean vacation pay earned in the previous year, but not taken by the individual, together with the accrued vacation

with pay earned in the year of employment termination, less any vacation that may have been advanced to the employee.

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

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

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

ARTICLE 18 - PRAIRIE LOCALS BENEFIT PLAN

- 18.01 The cost of the plan paid by the Employer will be up to \$227.37 with a 50/50 shared cost (between employer and employee) of anything over this amount. The employee's share of the premium is nevertheless not to exceed 20% of the total premium amount, on behalf of each employee covered by this agreement who has completed his probationary period, to the Prairie Locals Benefit Fund, hereinafter referred to as the benefit fund, established under an agreement and declaration of trust, administered by a board of trustees composed of equal numbers of employer and union representatives for the purpose of providing life, temporary disability income, health and/or associated benefits for employees or their beneficiaries on whose behalf payments are made by the Company, and for financing the expenses and operation and administration for the benefit fund. The Company shall make payments for as long as the employee's name is maintained on the Company's payroll subject to section 18.04, but excluding payment for any period of labour dispute while the employees are not working. The parties agree that participation in and coverage by the benefit fund may be extended to the employees of any other employer under contract with the CEP 900 and to the full-time employees and officers of the International Union, or any of its local unions, and to the full-time employees and officers of any union entity or employer-union entity, provided that payments are made on behalf of such employees or officers and to all others covered under the terms of the Agreement and Declaration of Trust.
- 18.02 All payments to the benefit fund shall be left on deposit with a Canadian Trust Company, or Banking Institution, appointed by the trustees and shall be payable by cheque or other order for money 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 fifteen (15) days after the month for which such payment is required.

- 18.03 The Company agrees to be bound by the terms of the agreement and declaration of trust, a copy of which the Company hereby acknowledges receipt, establishing the aforesaid benefit 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 employer-designated initial and successor trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as employer-trustees on its behalf.
- 18.04 The union agrees that all rebates resulting from registration of the loss-of-income benefits with the Employment Insurance, shall be retained by the Company. To that end, the union further undertakes that the benefits payable to an employee who qualifies shall be no less than the maximum allowed as Employment Insurance benefits by such employee. When an employee has been absent for six (6) consecutive months, contributions for the benefit plan will cease until the employee returns to work.
- 18.05 It is agreed that the Prairie Locals Benefit Plan and the Prairie Locals Benefit Fund, both as defined in the agreement and declaration of trust between the prairie employers, and the Communications, Energy and Paperworkers Union of Canada and the trustees, separate and apart from this collective agreement, be continued and maintained, subject to the approval of any federal and provincial authority having jurisdiction over the prairie locals benefit plan.
- 18.06 If an employee becomes eligible for Weekly Indemnity benefits after being hospitalized as an in-patient for one (1) week or longer, the Company will reimburse the employee for his regular wages lost during two-thirds (2/3) of the waiting period of WI benefits.

ARTICLE 19 - PENSION

- 19.01 Pension contributions for all departments as follows:
June 1, 2008 to May 31, 2011 - \$32.00 per week.;
- 19.02 The Company shall pay the negotiated amount per week on behalf of each employee covered by this Agreement who has completed his probationary period to the Graphic Communications Pension Trust Fund of Canada (Press Department is covered under the Canadian Multi-Employer Retirement Fund for the Graphic Arts Media), hereinafter referred to as the pension fund, established under an agreement and declaration of trust, administered by a board of trustees, composed of equal numbers of employer and union representatives, for the purpose of providing retirement, disability and/or associated benefits for employees or their beneficiaries on whose behalf payments are made by the Company, and for

- financing the expenses and operation and administration for the pension fund. The Company shall make payments for as long as the employee's name is maintained on his Company's payroll, but excluding payment for any period of labour dispute while the employees are not working. The parties agree that participation in and coverage by the pension fund may be extended to the employees of any other employer under contract with the CEP 900G and to the full-time employees and officers of the International Union, or any of its local unions, provided that payments are made on behalf of such employee or officers and to all others covered under the terms of the Agreement and Declaration of Trust.
- 19.03 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 for 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.
- 19.04 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 has having been received by it, establishing the aforesaid pension fund, as the same may be amended from time to time, and further agrees to be bound by the rules, regulations and plan, other than the amounts stated above, as may be adopted by the trustees from time to time. The Company further agrees that the employer-designated initial and successor trustees under the Agreement and Declaration of Trust, as the same may be amended from time to time, are so designated as employer-trustees on its behalf.
- 19.05 It is agreed that the Graphic Communications Pension Plan of Canada and the Graphic Communications Pension Trust, both as defined in the agreement and declaration of trust, between the employer, the Graphic Communications International Union and the trustees, separate and apart from this collective agreement and maintain, subject to the approval of any federal or provincial authority having jurisdiction over the Graphic Communications Pension Plan of Canada.
- 19.06 New benefits will be effective on the appropriate dates established by the trustees of the Graphic Communications Pension Plan of Canada. When an employee has been absent for six (6) consecutive months, contributions for the pension plan will cease until the employee returns to work.

ARTICLE 20 - BEREAVEMENT

- 20.01 a) A regular employee shall receive five (5) days off with pay for a death in his immediate family, which shall consist of his spouse, common-law spouse, children, brother or sister, and parents.
- b) A regular employee shall receive two (2) days off with pay for a death in his extended family, which shall consist of his father-in-law, mother-in-law, grandchildren, grandparents, brother-in-law and sister-in-law. Extended family includes in-laws through marriage or common-law marriage at a time where the employee continues to reside with the spouse or common-law spouse.
- c) Other circumstances where individuals require additional time will be considered by the Company.
- d) Active pallbearers shall be given time off with pay to fulfill their duties up to a maximum of half a day.

ARTICLE 21 - JURY DUTY

- 21.01 Any employee required to serve on or appear for jury duty or as a Crown witness shall receive from the Company the difference between his jury or witness pay and his regular pay. When presence is not required in Court, employees shall report for work.
- 21.02 When an employee is working a night shift during the period that he or she is serving on jury duty, he or she shall be excused from the total shift for any day on which he or she has been required to appear for jury selection or duty.

ARTICLE 22 - SEVERANCE PAY

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

ARTICLE 23 - GRIEVANCE PROCEDURE

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

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

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

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

- 23.02 Step 1 - A grievance may be presented by an employee to his immediate supervisor within seven (7) working days of the circumstances giving rise to the grievance. The supervisor shall give his reply to the grievance within five (5) working days of receipt of the grievance.
- 23.03 Step 2 - If a satisfactory settlement is not reached pursuant to Step 1, a written grievance may be submitted to the General Manager within fifteen (15) working days of the circumstances giving rise to the grievance. The General Manager, or his designate, shall within five (5) working days after receipt of the written grievance at Step 2 meet with the employee and the shop delegate and/or local officer to discuss the grievance. The General Manager or his designate shall, within five (5) working days after such meeting state the decision in writing to the union.
- 23.04 The Union and the Company may grieve any matter concerning the interpretation, application or alleged violation of this Agreement, and such grievance may be initiated by either party at Step 2 of the grievance procedure within fifteen (15) working days after the circumstances giving rise to the grievance. A Company grievance at Step 2 shall be filed with the President of the Local Union or designate.
- 23.05 No term or condition of employment covered by this Collective Agreement shall be the subject of court action instead of the grievance procedure herein. Any regular employee who wishes to challenge his dismissal must grieve and shall have no recourse to an action for wrongful dismissal in court.
- 23.06 The Union reserves the right to grieve any breach of the collective agreement.

ARTICLE 24 - ARBITRATION

- 24.01 Failing settlement of any grievance under the procedure set forth in Article 23, such grievance may be submitted to arbitration provided it has been properly processed under Article 23.
- 24.02 A request for arbitration shall be made in writing by either party addressed to the other party to this agreement and shall be made within ten (10) days after exhausting the grievance procedure established by this agreement and shall contain the name of a single arbitrator from the following list of four (4) agreed to by the Company and the Union.

Both parties agree to the following list of arbitrators to be used on a rotation basis: Paul Teskey, Arne Peltz, Blair Graham and Bill Hamilton.

- 24.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the complaint in question.
- 24.04 Each of the parties hereto shall bear the expenses of its arbitrator, and the parties shall equally bear the expenses and/or fees of the Chairman of the Arbitration Board.
- 24.05 The Arbitration Board shall not have jurisdiction or power to make decisions inconsistent with the terms of this Agreement, nor to alter, modify or amend this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.

ARTICLE 25 - TEMPORARY LAYOFF

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

ARTICLE 26 - INDEFINITE LAYOFF

- 26.01 In the event of an indefinite layoff (more than thirteen (13) weeks), employees will be laid off according to seniority, where relative ability, skills and efficiency are equal.
- 26.02 Employees losing employment shall be entitled to and receive not less than two (2) weeks' notice or in lieu thereof two (2) weeks' pay, plus any earned vacation and holiday credits at their regular rate of pay, but such payment shall be included with, and not additional to, any payment made under Article 22.
- 26.03 When an employee receives his two (2) weeks' pay or notice and thirteen (13) weeks have elapsed, his/her name shall be removed from the seniority lists. In the event such employee is rehired by the Company within six (6) months of being taken off the seniority list, (s)he shall be credited with all his/her previous seniority.
- 26.04 It is agreed that employees dismissed for cause do not qualify under the provision contained in Article 26.03.
- 26.05 The employee agrees to give two (2) weeks' notice of his intention to leave.

ARTICLE 27 - TECHNOLOGICAL CHANGE

- 27.01 The parties recognize that technological developments, if they are to further the continued growth of the graphic arts industry, place a responsibility upon the Company to explore and promote new markets, and require the co-operation of the Company and the Union in the development of new skills.
- 27.02 In order to ensure the orderly and most advantageous introduction of new types of equipment and new processes, the parties agree to form a joint committee which will explore and develop programs to provide skills upgrading for employees in all departments, so as to avoid, if possible, layoffs resulting from the introduction of new types of equipment or new processes.

ARTICLE 28 - NEW MACHINES OR PROCESSES

- 28.01 The Company agrees that in the event of the installation of new or improved machines or processes for work covered in the jurisdiction clause of this Contract, such machines or processes must be operated by employees covered under this contract and under a scale of wages and conditions of work agreed upon by a joint committee equally represented by the Company and the Union.
- 28.02 In the event that agreement cannot be reached by the joint committee within sixty (60) days from the beginning of operation of such machines or processes, the matter shall be referred to the grievance and arbitration procedure (Article 23 & 24). The wages when adopted shall be retroactive to the date of the re-classification of the employee to such equipment or process.
- 28.03 In light of the provisions of Articles 27 and 28, the parties agree that the provisions of *The Labour Relations Act* respecting technological change (Sections 83, 84 and 85), shall have no application to this unit.

ARTICLE 29 - IDENTIFICATION OF WORK

- 29.01 The union label is the exclusive property of the Communications, Energy and Paperworkers Union of Canada and its use is authorized only by the express direction and consent of the Communications, Energy and Paperworkers Union of Canada upon execution of any compliance with the standard union label license agreement.

ARTICLE 30 - SUBCONTRACTING

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

ARTICLE 31 - TRADE PRACTICES

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

ARTICLE 32 - PIECE WORK AND BONUS

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

ARTICLE 33 - OPERATION OF EQUIPMENT AND PERFORMANCE OF WORK

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

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

ARTICLE 34 - UNION ACCESS TO PLANT

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

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

ARTICLE 35 - SHOP DELEGATES

35.01 The name of the shop delegate(s) shall be supplied to the Company and the Company shall be notified of any changes thereafter.

35.02 The Company recognizes the shop delegate(s) as the initial contact pertaining to official union matters and shall not discriminate against him/her for performing such duties.

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 Communications, Energy and Paperworkers Union of Canada, or where members of any such Local of the International are locked out, by requiring the employees covered by this contract to handle any work farmed out directly or indirectly by such employer, other than work which the Company herein customarily has performed 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 Communications, Energy and Paperworkers Union of Canada 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 Agreement, or while negotiations are under way for the renewal or extension of this Agreement, they will not cause, support, encourage, condone or engage in a strike, slowdown or other activity designed to restrict or limit production. The Company agrees with the Union that during the term of this Agreement or while negotiations are under way for renewal or extension of this Agreement, they will not lockout any employee 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 (except as pertaining to Article s 36.01 and 36.02).

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 provisions of this contract, the failure or refusal of any employee to pass through or work behind any picket line legally established at this plant by the Communications, Energy and Paperworkers Union of Canada shall not be deemed a breach of this contract 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 contract shall be deemed separable from each and every other clause of this contract to the end, that in the event that any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

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

ARTICLE 40 - EXTENSION OF CONTRACT

40.01 In the event that upon the termination date of this contract as set forth in Article 44, the parties have failed to reach an understanding with respect to a new contract, the parties by mutual consent may continue to work under this contract.

ARTICLE 41 - HEALTH, SAFETY AND ENVIRONMENT

41.01 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 health, safety and environment.

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

41.03 The plant shall be kept in a clean, well ventilated and sanitary condition in compliance with applicable Provincial Legislation and the employees shall cooperate with the Company in this regard.

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

41.05 The Company will endeavor to ensure that when new chemicals are introduced, proper and legible instructions are available for the guidance of employees.

In the event the language used on such new chemicals is not English, the employer shall request the suppliers to supply an English translation.

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

ARTICLE 42 - LEAVE OF ABSENCE

- 42.01 If it is necessary for any employee to be absent from work on Union business for a maximum of twelve (12) months, and if the Union submits a request to the Company as soon as possible, but in any event not less than eight (8) weeks prior to the absence, the Company may grant the employee the required time off, without pay or benefit (notwithstanding any of the provisions of Article 14, 18 and 19), if the absence will not interfere, in any way, with the efficient operation of the Company.
- 42.02 Leave of absence without pay or benefits (notwithstanding any of the provisions of Article 14, 18 and 19) to a maximum of three (3) consecutive months, for legitimate personal reasons as disclosed by the employee to the Company, may be granted at the discretion of management, provided that the absence of the employee will not interfere, in any way, with the effective operation of the Company. The granting of the leave of absence will depend on the individual case, the urgency of the reason for the request, the duration of the leave and the conditions existing in the Company at the time.

ARTICLE 43 - DURATION OF CONTRACT

- 43.01 This Agreement shall remain in full force and effect from June 1, 2008 to May 31, 2011 and shall continue in force and effect from year to year thereafter until a new agreement is negotiated or has been terminated in accordance with *The Labour Relations Act*.

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

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

ARTICLE 44 – TEMPORARY /PART TIME

- 44.01 Temporary employees who are supplied through agencies will not be employed in setting up and/or operating machines. No regular employee covered by this agreement shall have his/her hours of work reduced due to the employment of these employees.

Peculiars

Web Peculiars

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

5. **Reclassifications**

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

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

6. Except in the event of mechanical breakdown, where overtime is canceled or changed by the Company, the employee who had been scheduled to work overtime shall be notified of such cancellation or change by 4:00 p.m. the preceding day or reasonable efforts will be made to do so, or he will be permitted to work the overtime requested to a maximum of three (3) hours.
7. The parties agree to form a joint labour/management training committee to ensure that all employees receive proper training on all presses.
8. Material handlers shall be in the Bindery Department and flyboys will remain in the Press Department.

Maintenance

1. Callbacks are a minimum of four (4) hours. The pay for these hours depends on which day they come in on as below:

Weekdays - 3 hours at 1.5, rest at 2X

Saturday, Sunday and Holidays - as per other employees

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

2. Standby:

A maintenance employee is required to be on standby for seven (7) days at a time when so designated by the Company. For each such week on standby, an employee shall receive six and one-half (6 1/2) hours' standby pay.

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

Bindery

1. Mail operator to be paid at 80% of Journeyman I rate.

2. A Journeyman I is based upon but not limited to the following job skills: set-up and/or operate efficiently at least two (2) types of machines in the department including folding machines of all types, gathering machines, inserting machines, stitchers and trimmers, perfect binding machines and inkjets (inkjets are not exclusive to the Journeyman I).

3. A Journeyman II who can set up and operate no more than one major piece of bindery equipment in the department shall be paid 90% on Journeyman I rate.

4. A Journeyman II who is deemed qualified by the Department Supervisor and the Union shall be paid at seventy-one percent (71%) of the Journeyman I rate. The duties are based upon but not limited to the following job skills: filling pockets and/or assisting on stitchers, inserting, folding, gathering and collating machines. Operating hand stitching machines and tipping machines. Hand inserting, pasting, collating, labeling, wrapping, sorting, checking and any other operations similar to or associated with any of the above.

5. A Journeyman II who operates major equipment with the help of a Journeyman I will be paid at eighty percent (80%) of the Journeyman I rate while performing that function. Major equipment defined as cutters, folders, saddle binders, perfect binders and 3K trimmers.

6. A shipping or receiving employee who is deemed qualified by the Department Supervisor shall be paid at 80% of the finishing department Journeyman I rate.

7. A general production worker's duties will be based on filling pockets or at the end of finishing equipment or any other duties not directly associated with the operation of production equipment and shall be paid at the rate indicated for "New" General Workers in the wage appendix.

8. It should be further understood that when employees may be transferred to abide by the rate of pay and hours of work in existence in the department to which they are transferred.

9. Reclassifications:

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

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

Pre-Press Peculiars

1 Employees who, of their own volition, pay for and successfully complete a job-related educational course, approved in advance in writing by the employee's supervisor, shall be reimbursed the tuition fees that are applicable.

2 **Pre Press I** Perform all functions of Prepress (now including Tech Support, Preflight, File Prep, Plating) (need to be able to see customers)

3 **Prepress II** Performs all functions of Prepress except seeing customers. Employer agrees to rate of \$23.21 per hour, subject to 2 year apprenticeship (85% - 90% - 100%).

IN WITNESS WHEREOF, WE HAVE AFFIXED OUR HAND THIS _____ day of _____, 2008

**TRANSCONTINENTAL LGM -
CORONET**

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF
CANADA LOCAL 900G**

FOR THE COMPANY

FOR THE UNION

FOR THE COMPANY

FOR THE UNION

FOR THE COMPANY

FOR THE UNION

FOR THE UNION

FOR THE UNION

FOR THE UNION

FOR THE UNION

FOR THE UNION

APPENDIX "A" - WAGES

CLASSIFICATION	June 1, 2008 0% Increase	June 1, 2009 0% Increase	June 1, 2010 0% Increase
Web Press			
MIC	\$28.36	\$28.36	\$28.36
Colourman	\$24.99	\$24.99	\$24.99
Rollman	\$17.50	\$17.50	\$17.50
Flyboy	\$13.75	\$13.75	\$13.75
Pre-Press			
Pre-Press Technician Support	\$25.59	\$25.59	\$25.59
Pre-Press I	\$24.79	\$24.79	\$24.79
Pre Press II	\$23.21	\$23.21	\$23.21
Bindery			
Journeyman I	\$24.35	\$24.35	\$24.35
Journeyman II	\$17.33	\$17.33	\$17.33
Material Handler	\$13.33	\$13.33	\$13.33
Kitting			
Kitter	\$14.11	\$14.11	\$14.11
Shipper/Receiver			
Shipper/Receiver	\$19.50	\$19.50	\$19.50
New Shipper	\$16.01	\$16.01	\$16.01
New Receiver	\$15.45	\$15.45	\$15.45
General Workers			
Existing	\$12.96	\$12.96	\$12.96
New	\$11.22	\$11.22	\$11.22
Mailroom			
Mail Operator	\$19.50	\$19.50	\$19.50
Sorter/Bagger	\$13.58	\$13.58	\$13.58
Maintenance			
Team Leader	\$29.46	\$29.46	\$29.46
Mechanic/Electrician	\$26.66	\$26.66	\$26.66
Sheetfed Press			
Press I	\$25.24	\$25.24	\$25.24
Press II	\$22.25	\$22.25	\$22.25
Press III (Feeder)	\$17.02	\$17.02	\$17.02

APPENDIX "B" - GENERAL LABOURER

The parties have reached an understanding concerning the functions, which the general labourers may and may not perform. Should the Union feel that general labourers are being improperly assigned work, it may refer the issue to a labour management committee set up for the purpose of dealing with such issues.

LETTER OF UNDERSTANDING #1

The Employer will provide training opportunities to allow employees in all classifications to be fully trained within their department.

Training committee comprised of union and management.