

2014 - 2017

**CONTRACT and
SCALE OF PRICES**

between

MITCHELL PRESS LTD.

and

UNIFOR LOCAL 2000



unifor
Local2000

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THIS AGREEMENT made and entered into this first day of February 2014. BETWEEN: MITCHELL PRESS LIMITED through authorized representatives, sometimes hereinafter referred to as the Employer, Party of the First Part, and UNIFOR LOCAL 2000 sometimes hereinafter referred to as the Union, Party of the Second Part.

WITNESSETH, that the Employer, Party of the First Part, agrees:

TERM OF AGREEMENT

This agreement shall be in effect from February 1st, 2014 to January 31st, 2017. Bargaining for a new collective agreement to commence as per requirements under the B.C. Labour Relations Code. If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Employer legally locks out the employees.

1. To employ only members of Unifor Local 2000, in good standing, to perform all work within the jurisdiction of the Union.

The jurisdiction of the Union begins with all prepress work, including the processing of customer-supplied digital files and continues until the finished product is ready for delivery to the customer. The bargaining unit consists of all employees performing any such work including janitorial, paper-handling and purchasing.

TRAINING

2. The Company shall give the Union reasonable notice when the Company intends to introduce any process or equipment, including electronic process or equipment, which falls within the jurisdiction of the Union. Within ten (10) days of such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. The Company agrees to provide facilities and sufficient time without loss of regular weekly wages in order that the required number of Union members may become proficient in the operation of any process or equipment thereby enabling the Union to provide sufficient competent members to meet the intent of this agreement. Members shall be afforded the opportunity of training within their department during slack periods. This does not preclude members from voluntarily training on their own time.

(a) Members shall be afforded the opportunity to retrain

in accordance with their priority standing. Provided that in no event shall a member who has not been afforded the opportunity to retrain be laid off out of

priority order or lose his or her preference claim during the life of this agreement.

(b) At regular intervals a joint committee of equal Company and Union representation will assess the progress of the trainee and the desirability of completing the training. If progress has not been satisfactory, as assessed by the committee, no further training will be given on the class of work which has been assessed.

COMPUTERS

3. It is agreed that when a computer is used to perform work within the jurisdiction of the Union only members of the Union shall perform such work. It is further agreed that the Union's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices; programming and maintenance of all the foregoing equipment and devices.

4. All prepress equipment shall be operated by journeypersons or apprentice members covered by this agreement.

The Employer recognizes the need for periodic relief from prepress operations to prevent fatigue.

TECHNOLOGICAL CHANGE

5. Definition: Any change in technology, method or procedure, including but not limited to a change in computer operation, which results in a change in equipment (which could include software) and/or procedure by Mitchell Press, that could cause a decrease in the number of employees that existed when the current collective agreement was negotiated, except for normal layoff, such as those occurring as a result of a decline in the overall volume of business, shall constitute technological change.

(a) The Company has the right to introduce technological changes. Prior to so introducing, the Company shall advise Unifor Local 2000. The Company will give the Union three months' notice of any contemplated technological change and will meet with the Union beginning no more than ten (10) days after such notice to discuss with their representatives the time, procedure, job classification and training necessary for the introduction of the contemplated change

(b) Should either party feel that an effect on the number of employees in the Union's bargaining unit due to the introduction of a technological change will occur, the parties shall discuss this effect in accordance with the time limits set out in Section 5(a).

If mutual agreement on the effect of the change cannot be reached and the Employer determines that a reduction in the number of employees in the

Union's bargaining unit is necessary, the Employer may elect to reduce the number of employees by the lump sum payment of eight months' pay at straight time for each employee reduced, or by attrition (i.e., death, retirement, voluntary termination or discharge for cause). Such reduction in the number of employees in the Union's bargaining unit shall not exceed one (1) employee or ten per cent (10%) of the bargaining unit, whichever is the greater. It is agreed that the number of employees in the Union's bargaining unit is 65.

For those employees over the age of 50 years affected by such reduction, the Employer agrees to pay, in addition, into the employee's RRSP or annuity, as the circumstances may warrant, an amount equal to what would be required to bring that individual's pension contributions into good standing until Dec. 31 of the year the employee attains age 65. The amount of the actual RRSP or annuity to be determined after consultation with the pension plan and the employee's independent financial planner.

(c) It is understood and agreed that when computers, VDTs (Video Display Terminals) or any similar devices are installed, all work within the jurisdiction of the Union on this equipment or similar devices will be performed by members of the Union. This includes, but is not limited to: operation and maintenance of the computers, VDT's and any evolution of such equipment and the preparation of all input to be processed by this equipment.

WAGES AND HOURS

6. Effective June 1st, 2014 payment of wages shall be bi-weekly. Upon payment every two weeks, the employer agrees to give a detailed statement to each employee showing all earnings and deductions including: Gross Pay – Net Pay – Stat Pay – Vacation Pay – Sick Pay – Banked Overtime – Income Tax – CPP – Employment Insurance – Pension Contributions and Union Dues.

Funds are to be distributed to individual employees through electronic fund transfer from the Company's bank no later than noon of the third business day for the previous pay period. During weeks in which there are two or more statutory holidays, funds will be distributed through electronic funds transfer from the Company's bank no later than noon Friday for the previous pay period.

7. The definition of a journeyman in the Prepress or Bindery is determined in the following manner.

1. A person hired from outside as a Journeyman OR
2. Anyone recognized as a Journeyman by the Company OR

3. An apprentice who has completed his/her term and continues to be employed by the Company.

The definition of a Journeyman in the Pressroom is determined in the following manner:

1. Anyone recognized as a Journeyman by the Company OR
2. A person hired from outside as a Journeyman OR
3. Anyone who has completed four years working as a Second Press Operator.

This in no way changes the past practice of anyone while working on the press being paid the contract rate for the position worked.

(a) The Employer agrees that bookbinding shall be a designated trade and will enter into a contract of apprenticeship with the Apprenticeship Branch of the Department of Labour of the Province of British Columbia.

(b) The Employer and the Union agree there shall be three classifications of Bindery personnel: Bookbinder 1, Bookbinder 2 and Bookbinder 2 Trainee.

(c) Bookbinders 2 shall be afforded the opportunity of progressing to Bookbinder 1 as additional journeymen are needed. The rate of pay for any person exercising this option shall be immediately adjusted in order that the member would not be subject to a reduction in wages.

(d) When a Bookbinder 2 is performing work or job functions of a Bookbinder 1, such as setting up and operating machines, i.e., the pile-fed folder, those persons shall receive the Bookbinder 1 rate of pay for that work.

(e) The apprentice ratio shall be: one apprentice for each three Bookbinders 1, so employed.

(f) Apprentices shall receive not less than the following rates of wages: During the 60-day probationary period fifty (50) per cent of scale; thereafter the balance of the first six months, sixty (60) per cent of the appropriate scale; starting with the seventh month and every six months thereafter, five (5) per cent increase.

(g) i. All non-journeyman new hires shall be subject to a probationary period of sixty (60) worked shifts.

| Hourly Wages | Feb. 1st 2014 | Feb. 1st 2015 | Feb.1st 2016 |
|--|-------------------------------------|-------------------------------------|------------------------------------|
| Journeyman | | | |
| Bookbinder 1 | \$35.63 | \$36.43 | \$36.89 |
| Bookbinder 2 | \$23.84 | \$24.38 | \$24.68 |
| Bookbinder 2 Trainee: | | | |
| 0 to 6 mos. 68.56% | \$16.34 | \$16.71 | \$16.92 |
| 6 to 12 mos. 85% | \$20.26 | \$20.72 | \$20.98 |
| After 12 mos. 100% | \$23.84 | \$24.38 | \$24.68 |
| Shipper-Receiver | \$30.61 | \$31.30 | \$31.69 |
| Asst. Shipper Receiver | \$23.84 | \$24.38 | \$24.68 |
| Journeyman | | | |
| First Press Operator | \$41.96 | \$42.90 | \$43.44 |
| Second Press Operator | \$37.09 | \$37.92 | \$38.39 |
| Press Feeder | \$29.34 | \$30.00 | \$30.38 |
| Feeder Trainee: | | | |
| 0 to 6 mos. 80% | \$23.47 | \$24.00 | \$24.30 |
| 6 to 12 mos. 90% | \$26.41 | \$27.00 | \$27.34 |
| After 12 mos. 100% | \$29.34 | \$30.00 | \$30.38 |
| Floor Help | \$16.50 | \$16.50 | \$16.50 |
| Journeyman | | | |
| Digital Prepress Operator | \$36.68 | \$37.51 | \$37.98 |
| Janitor | \$23.84 | \$24.38 | \$24.68 |
| Janitor (hired after May 26th, 2014) | \$19.00 | \$19.43 | \$19.67 |
| Paper Handler | \$30.61 | \$31.30 | \$31.69 |
| Paper Handler Trainee: | | | |
| 0 to 6 mos. 80% | \$24.49 | \$25.04 | \$25.35 |
| 6 to 12 mos. 90% | \$27.55 | \$28.17 | \$28.52 |
| After 12 mos. 100% | \$30.61 | \$31.30 | \$31.69 |
| Maintenance | \$35.63 | \$36.43 | \$36.89 |

(g) ii. Floor Help

Effective upon ratification a new position of floor help will be created and the position will report to the Bindery Supervisor. The duties for this position will be limited to:

- Move Skids of unfinished product.
- Move Skids of finished products.
- Make up boxes.
- Make labels for boxes.
- Clean around machines.
- Tip skids.
- Organize supplies.
- Moving and positioning of Ink totes.
- Unwinding or roll cores.
- Sorting endboards.
- Moving boxes of plates, stitcherwire, oil and silicon drums.

Effective upon ratification the rate of pay for this position will be \$16.50 per hour, this rate will not be

subject to any increase for the term of this collective agreement.

This position is limited to one floor help per shift. In the event a shift is cancelled by the employer, the floor help position may be utilized on another shift as needed.

No one shall be hired into the position of floor help until any member on lay-off after January 31st, 2014, who is available for recall under the collective agreement is offered a recall to their former position.

(h) Members covered by this Agreement who are not eligible to be covered under the Printing Industry Health and Welfare Plan (including the Medical Services Plan), Long Term Disability Plan and Printing Industry Dental Plan shall receive in lieu thereof an amount in cents per hour equal to the Employer's contribution for an employee eligible for the top level of benefits.

(i) The basic night rate shall be twelve per cent (12%) over the day rate.

(j) Shifts commencing at or after the hour of 11:00 p.m. shall be known as graveyard shifts and shall be paid for at the rate of ten per cent (10%) over the regular basic night scale and shall consist of eight (8) hours (exclusive of lunch time).

(k) When a shift is worked part day and part night the night scale shall be paid. When a shift is worked part night and part graveyard the graveyard scale shall be paid. This shall not apply if the employee is brought in for pre-shift overtime, which is in addition to their regular scheduled shift.

Pre-shift overtime will be limited to a maximum of two (2) hours and shall be paid at the overtime rate for the regular scheduled shift.

If the employee leaves before the completion of their regular scheduled shift, the time not worked will result in the equivalent overtime portion being paid for at the straight time rate of pay.

(l) A day's work shall consist of eight (8) hours (exclusive of lunch time). The hours of work to be between 7 a.m. and 5 p.m. on the same day.

(m) A night's work shall consist of eight (8) hours (exclusive of lunch time). The hours of work to be between 5 p.m. and 2 a.m.

(n) A week's work shall consist of four (4) shifts to be worked between Monday and Friday.

(o) Effective upon ratification Monday May 26th, 2014 janitorial personnel shall work 4 days a week, as noted in the subsections above. The remuneration effective Monday May 26th, 2014 for

janitorial personnel shall be \$19.00 per hour plus all future negotiated increases. Existing janitors employed on January 31st, 2014 shall maintain their current wage structure.

(p) Notwithstanding the above, a week's work for the Paper Purchasing Supervisor shall consist of five (5) shifts worked between Monday and Friday. The regular workday shall consist of seven (7) hours (exclusive of lunchtime). All other conditions regarding shift rates and shift start times shall apply.

(q) The Employer agrees to notify the Union by letter as soon as an employee is re-classified. The Shop Steward will be present when an employee is re-classified.

OVERTIME

8. (a) All work done in excess of the number of hours recognized as a regular work day by members of Unifor Local 2000, affected by this Agreement shall be considered overtime and shall be paid for at double-time rate.

(b) When overtime is worked in excess of two (2) hours a 30-minute lunch period shall be paid and such lunch period shall be paid at the straight-time rate.

(c) Not less than one and three-quarters the employee's regular rate shall be paid for any shift worked in excess of four (4) within a calendar week or on an off-day or off-night.

(d) When a member is required to work on a Saturday or Sunday, not less than double the employee's hourly rate shall be paid.

(e) When an employee is asked to work overtime he/she shall not be paid less than the rate(s) of pay at which he/she was asked to work.

(f) Employees may, at their option, bank overtime equivalent of up to two weeks, which may be taken as time off at a time mutually agreed to between the employee and his/her supervisor (i.e., four hours at double time is equal to eight hours off on banked time). Any banked overtime remaining at the end of each year to be paid out on or before Dec. 31. It is understood that banked overtime that is used shall be considered the same as time worked. At the request of an employee, pay-out of banked time of any amount shall be made on the following pay period.

STATUTORY HOLIDAYS

9. (a) Employees shall be paid one (1) day's straight-time rate of pay which shall include any bonus or premium paid to the employee for the following Statutory Holidays, regardless of whether or not they fall on working days:

New Years Day
Good Friday
Victoria Day
Canada Day
Boxing Day
Family Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
B.C. Day

(b) Employees shall be paid for one (1) additional statutory holiday each year. Other days proclaimed as a public holiday by the Provincial or Federal governments shall be observed as a statutory holiday.

(c) A situation holder or apprentice failing to receive a statutory holiday by reason of his or her day off falling on the holiday, while on vacation, sick leave, compensable accident or jury duty shall receive another day off in lieu of such statutory holiday missed; provided, wherever possible, such days off in lieu shall be combined with the situation holder's or apprentice's regular day off or a weekend if the employee so desires. When a member is required to work on a statutory holiday not less than triple the employee's hourly rate shall be paid plus a day in lieu.

(d) During the weeks in which the following statutory holidays fall, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Family Day, the following shall apply:

(e) For the regular workweek statutory holidays falling on a Monday, Tuesday, Wednesday or Thursday shall be observed on the day the stat occurs. But if requested and agreed by mutual consent the employee may work a fourth shift on the Friday and if worked will be paid at the rate of time and one quarter (1¼). Effective January 1st 2012 this rate becomes time and one half (1½)

During the weeks in which the statutory holidays fall on a Friday the statutory holiday shall be observed on the Thursday.

During the weeks in which the statutory holidays fall on a Saturday or Sunday the statutory holiday shall be observed on the preceding Friday or the following Monday. When observed on the Friday the regular workweek would be Monday, Tuesday and Wednesday of that week and Thursday would be observed as the fourth shift of the week. When observed on the Monday the regular workweek would be Tuesday, Wednesday and Thursday of that week and Friday would be observed as the fourth shift of the week.

But if requested and by mutual consent the employee may work the day observed as the fourth shift of the week and if worked will be paid at the rate of time and one quarter (1¼). Effective January 1st 2012 this rate becomes time and one half (1½).

(f) For the weekend workweek statutory holidays falling on a Friday, Saturday or Sunday shall be observed on the day the stat occurs.

During the weeks in which the statutory holidays fall on a Monday through Thursday the statutory holiday shall be observed on the Friday or Sunday, but if requested and agreed by mutual consent the employee may work a third shift on the Friday or Sunday and if worked will be paid at the rate of time and one quarter (1¼). Effective January 1st 2012 this rate becomes time and one half (1½).

(g) All employees with less than ninety (90) days' service in an office shall receive eight per cent (8%) of earned wages to cover all vacation pay and statutory holidays. All employees whose slips have been on an office slip-board for more than ninety (90) consecutive days shall accumulate vacation credits as provided in section 10.

VACATIONS

10. (a) All members and apprentices covered by this Agreement having one (1) year's service shall be allowed three (3) weeks' vacation with pay. Employees having five (5) years' service shall be allowed four (4) weeks' vacation with pay. Employees having ten (10) years' service shall be allowed five (5) weeks' vacation with pay. The additional weeks in excess of the minimum three (3) weeks may be taken at a different time without penalty to the Employer.

(b) Computation of vacation credits shall be calculated from date of employment. One hundred and thirty (130) shifts shall constitute one year's vacation credits and members who work less than 130 shifts shall receive one day's vacation for each 13 shifts worked.

Days lost due to illness and accident shall be considered working shifts. In cases of illness, vacation credits will accrue for a maximum of one (1) year of a continuous illness. Such earned vacation may be taken in cash (cash option only for absences of one year or more) at the end of accrual period or taken later as vacation with pay, at a mutually agreeable time. The option shall be the employee's.

Each employee shall receive his or her full earned vacation in the calendar year that the anniversary date is reached. For employees hired after June 1, 1980, established membership in Communications, Energy and Paperworkers Union of Canada, Local 2000, whether broken or not, will be the method of computing vacation entitlement.

The Employer agrees to recognize a new employee's working years with another printing industry employer in computing vacation

entitlement. Effective Sept. 13, 1993, such recognition was discontinued for new employees.

(c) When an employee's anniversary date falls due in December and thereby prevents such an employee from receiving his or her full number of days of earned vacation in the calendar year in which his or her anniversary of employment date was reached the unused days shall be added to the employee's succeeding year's earned vacation credits.

(d) It is agreed that an employee shall not be allowed to forgo vacation in any year for the purpose of adding to the length of his or her vacation in any succeeding year except that one year's vacation may be combined with the succeeding year's by mutual agreement of the supervisor and the member in consultation with the Shop Steward.

All earned vacations must be taken before the end of the second calendar year. However, under mutual agreement with the department supervisor and in consultation with the Shop Steward, an employee may carry unused vacation to January and February of the third calendar year of the earned vacation. Such extension has to be arranged with the supervisor and the Shop Steward before the end of the second calendar year of the earned vacation.

(e) Vacation pay shall not be allowed for vacations not taken. Vacations shall be taken before December 31st of the year in which they fall due (except as in subsections (c) and (d) above).

(f) It is agreed that the Employer shall not be obliged to fill the positions of employees on vacation but may do so at the Employer's discretion.

(g) The time of the year that each employee shall take his or her vacation shall be arranged by the supervisor after consultation with the Shop Steward. Where practicable, choice of vacation periods shall be allowed in priority order. Vacation lists must be completed prior to March 17 of each year. Employees booking one week's vacation will take precedence over employees booking less than one week when booked prior to March 17th of each year. Vacations' of less than one week's duration will be allowed five (5) times per year. Any additional vacations of less than one week will be allowed at the discretion of management. The full-earned vacation can be arranged with the supervisor to be taken after the anniversary date or an earned portion of it can be taken prior to the anniversary date with the balance to be taken after the anniversary date. Choice of vacations cannot be changed after March 17 except by mutual consent of the Shop Steward and supervisor.

The normal period for taking vacations shall be from June 15 to September 15 and members shall be permitted to take two weeks only during this period unless otherwise agreed by mutual consent of Shop Steward and Employer.

(h) If, at the request of the supervisor, an employee is required to take his or her vacation at a time other than that which he or she has chosen as provided in subsection (g) of section 10, as permitted by his or her priority standing in an office, he or she shall be allowed one (1) week extra with pay.

(i) Vacation pay shall include two hours pay for each week of vacation entitlement (supplementary vacations exempt) for each employee in addition to the straight-time rate including bonuses or premiums, if any.

(j) On September 1 of each year, the Company will post a vacation list in each department showing outstanding vacation credits for each employee. By September 15, if the carried forward vacation mentioned in section (c) above is not scheduled by the employee to be taken by the end of that year, which is the second calendar year of the earned vacation, the Employer will unilaterally schedule the remaining vacation days mentioned in section (c) above so that they will be all taken by the end of the second calendar year. The Union agrees that article 10 (h) will not apply to such vacation scheduling by the Employer.

(k) The number of employees, including unionized foremen, allowed off per week for vacation purposes shall be as follows:

| # of employees in department | Maximum # allowed off for vacation |
|------------------------------|------------------------------------|
| 0 – 4 | 1 |
| 5 – 9 | 2 |
| 10 – 14 | 3 |
| 15 – 19 | 4 |
| 20 – 24 | 5 |
| 25 – 30 | 6 |

SUPPLEMENTARY VACATIONS

11. After completing fifteen (15) or more years of continuous service with the Company, an employee shall, in addition to the regular vacation to which he or she is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

| Years of Completed Continuous Service | Weeks of Supplementary Vacation |
|---------------------------------------|---------------------------------|
| After Fifteen (15) | Two (2) |
| After Twenty (20) | Two (2) |
| After Twenty-Five (25) | Two (2) |
| After Thirty (30) | Three (3) |
| After Thirty-Five (35) | Three (3) |

Effective July 1, 2014, the above supplementary vacation with pay each five (5) years will be replaced with the schedule set forth.

| Years of Completed Continuous Service | Weeks of Supplementary Vacation |
|---------------------------------------|---------------------------------|
| After Fifteen (15) | One (1) |
| After Twenty (20) | One (1) |
| After Twenty-Five (25) | One (1) |
| After Thirty (30) | Two (2) |
| After Thirty-Five (35) | Two (2) |

(a) The supplementary vacation must be taken prior to the employee becoming eligible for the next earned period of supplementary vacation as provided in section 11 above.

(b) For the purpose of determining eligibility for supplementary vacation an employee's service shall be calculated from the last continuous service date of joining the Company.

(c) At retirement or termination from the Company an employee who has completed five (5) or more years of service shall be entitled to that portion of supplementary vacation pay proportionate to the number of years of service completed subsequent to the employee's last five (5) years entitlement period.

(d) Supplementary vacations credits earned prior to July 1, 2014 will be calculated according to the applicable schedule of June 30th, 2014, must be taken according to 11(a) or to be paid out at retirement or termination from Company.

UNIFOR MULTI-EMPLOYER PENSION PLAN

12. (a) The Employer agrees to contribute to the Unifor Multi-Employer Pension Plan (hereinafter sometimes known as the Plan) five and three quarter per cent (5 3/4%) of earnings calculated at the straight time rate for each shift with a minimum contribution of \$8.50 per shift effective June 1st, 2008 for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation, and which shall be considered earnings (e.g., sick leave, vacations, stat holidays, disability insurance, WCB, bereavement leave, jury duty). Contributions shall commence from date of employment. The Plan is administered jointly by Union and Employer Trustees.

A fifth shift worked in the week will be included in pension calculation on a straight-time basis.

Percentage pension contributions for employees on WCB will be limited to two consecutive years on

Workers' Compensation. After two consecutive years of pension contributions for WCB the pension contribution shall revert to the minimum amount referred to above for each shift missed. All pension contributions shall cease on Dec. 31 of the year in which the employee attains age 65, except for those employees who work beyond age 65, in which case pension contributions shall continue as normal until December 31st of the year in which the employee attains age 70.

Percentage pension contributions for employees on sick leave will be limited to two consecutive years. After two consecutive years on sick leave the pension contribution shall revert to the minimum amount referred to above for each shift missed. All pension contributions shall cease on Dec. 31 of the year in which the employee attains age 65, except for those employees who work beyond age 65, in which case pension contributions shall continue as normal until December 31st of the year in which the employee attains age 70.

(b) Contributions shall be made by cheque, money order or similarly recognized medium of exchange, shall be made payable to the Unifor Multi- Employer Pension Plan and shall be forwarded to the Plan's administrator to the attention of Mrs. Anna Szanto, Senior Pension Administrator, Aon Consulting Inc., 145 Wellington St. West, Suite 500, Toronto, Ontario M5J 1H8, no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such administrator.

(c) Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

(d) The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Shop Steward a copy of Receipted Remittance forms received from the Unifor Multi-Employer Pension Plan within five (5) days of receipt of such forms.

(e) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the Unifor Multi-Employer Pension Plan pursuant to this section shall be in addition to all other benefits heretofore provided by the Employer and/or by any Plan or Trusts to which the Employer has made contributions.

(f) Should the Union direct the Company to forward pension contributions for its employee members to a different Pension Plan and/or Plan Administration, the Union will provide the Company with a minimum of one (1) month's notice.

ACCIDENT PAY

13. In the case of an industrial accident, the Employer will pay the difference between the injured employee's wages and Workers' Compensation Board rates up to a maximum of one (1) year, without prejudice.

Employees who are absent by reason of a compensable accident shall accrue vacation credits up to a maximum of one (1) year's entitlement. Such earned vacation shall be taken with pay at a future mutually agreed time.

Provided that the WCB pays for statutory holidays, such holidays shall not be banked.

HEALTH AND WELFARE

14. (a) The Employer agrees to join and/or to continue as a participating Employer of the Printing Industry Welfare Plan including Medical Services Plan effected by the Agreements dated July 19, 1961, and August 15, 1963, between the Unifor Local 2000 and the Graphic Arts Association of British Columbia (acting on behalf of the participating Employers), the benefits under which may be changed only by agreement between the Unifor Local 2000 and the Graphic Arts Association of British Columbia (acting on behalf of the participating Employers).

The Employer agrees to provide additional coverage to the present Health and Welfare Plan to provide a total of \$ 60,000 Life Insurance, and Weekly Indemnity Benefits of 70% of the weekly rate to a maximum of \$625.00 per week; effective June 1st, 2009,

(b) All members working under the terms and conditions of this Agreement shall be covered by a Vision Care Program to be funded by the Employer. Effective on ratification: For prepress employees only. The Employer agrees to pay every 2 years the total cost of glasses or contact lenses less the total amount paid by the above Vision Care Program and other applicable plan over the 2-year period when required for VDT work.

All other employees and eligible dependents shall be covered for vision care at 80% of cost to a maximum of \$300 every two years, increasing on date of ratification to a maximum of \$300 every two years, subject to the same deductible as Extended Health Care benefit. The above can be applied to the cost of laser surgery to a maximum of \$300.00 every 2 years.

Effective June 1st, 2009 the Company/Plan will pay up to \$100.00 per member and eligible dependents every two years, for eye exams.

(c) The Employer agrees to provide the Printing Industry Plan long term Disability Benefit to all eligible members covered by this Agreement. Effective July 1st, 2009 LTD benefit will be \$1800.00 per month.

(d) All regular situation holders shall be covered by the Printing Industry Health and Welfare Plan (including Medical Services Plan), Long Term Disability Plan and Dental Plan.

(e) Employees who work a minimum of 50% of the number of shifts constituting a month's work (e.g., 16 shifts possible in a month; an employee who worked eight shifts would qualify) shall be covered under the Printing Industry Health and Welfare Plan (including Medical Services Plan, Long Term Disability Benefit and Dental Plan).

Effective June 1st, 2009 for physiotherapy, massage therapy, chiropractor and naturopath combined, the Company/Plan will pay 100% of the first \$25.00 per visit; maximum 12 visits per year per member and eligible dependents.

Effective January 1st, 2010 for, chiropractor and naturopath combined, the Company/Plan will pay 100% of the first \$25.00 per visit; maximum 12 visits per year per member and eligible dependents.

Effective January 1st, 2010 for physiotherapist, massage practitioner combined, the Company/Plan will pay 100% of the first \$25.00 per visit; maximum 12 visits per year per member and eligible dependents.

Where: the current benefit plan includes coverage for psychologist visits at the current maximum of \$100.00 per year. Effective upon ratification: increase the maximum to \$300.00 per year, psychologist/clinical counselor combined.

(f) The Employer shall contribute 100% of the cost of benefits for each employee covered by this Agreement.

(g) The Employer agrees that the Extended Health Lifetime Maximum under the Printing Industry Health & Welfare Plan will be \$1,000,000 for any one employee and eligible dependents.

SICK LEAVE

15. Each January 1st and July 1st employees shall be granted three (3) days sick leave. Such sick leave, if not used, will be paid to the employee on June 30th and December 31st of each year. Sick leave shall be paid at the employee's regular

straight-time rate including bonuses or premiums, if any.

DENTAL PLAN

16. All members working under the terms and conditions of this Agreement shall participate in the Printing Industry Dental Plan. The Employer shall contribute 100% of the cost of benefits for each employee covered by this Agreement. The Employer agrees that Dental Plan Coverage shall extend to employees' spouses and dependents, and that it shall be 'A' 90%, 'B' 50%, 'C' 50%. Effective on ratification, the 'C' Orthodontics lifetime maximum for dependent children will be \$3,000.

APPRENTICES

17. (a) The number of apprentices to be employed shall be as follows: Two to seven journeypersons, inclusive, one apprentice; eight to 14 journeypersons, inclusive, two apprentices; for each additional 10 journeypersons regularly employed, one apprentice may be employed, but not more than five apprentices may be employed in any office. Provided, that at least two members of Unifor Local 2000, aside from the proprietor, shall be regularly employed in the composing or press room before the office is entitled to an apprentice. When a senior apprentice is in the beginning of the final year of his or her term an additional first-year apprentice may be employed in excess of the ratio prescribed in this section.

(b) The apprentice ratio shall be calculated on the minimum number of journeyperson situation holders hired during the previous calendar year.

(c) No youth under 16 years of age shall be accepted to apprenticeship.

(d) No apprentice shall be employed on overtime work in an office unless the number of journeypersons on the same shift equals the ratio prescribed in this contract and scale of prices; at no time shall an apprentice have charge of a department.

(e) A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and Employer shall be selected by the parties to this Agreement. All provisions of this Agreement affecting apprentices shall be under the jurisdiction of this committee, which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. Should the committee fail to agree on any question the matter shall be submitted to an arbitrator as provided in the Joint Standing Committee section hereof whose decision shall be final and binding.

(f) Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by Union laws) before being admitted to journeyman membership in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice, and the term of his or her apprenticeship may be shortened to the extent of such accelerated advancement.

(g) Upon being selected as a candidate for an apprenticeship, the supervisor and the apprentice committee must recommend the probationary apprentice for member in the Union (if not already a member). The apprentice shall be evaluated for an initial period of 60 days and can be terminated at any time during this period from the apprenticeship.

After the 60 day initial evaluation the apprentice shall begin his/her apprenticeship on that date and shall be evaluated for one further year from that date where their apprenticeship can be terminated only for just cause as determined by the apprenticeship committee.

Unless the termination in the first year evaluation from an apprenticeship is for gross misconduct the employee shall be returned to their former job function within the company and shall not lose any of their company seniority.

(h) The Joint Apprenticeship Committee shall establish a training program for apprentices. This training program shall include thorough training under journeymen on all work within the department within the jurisdiction of the Union. The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-round training as may be suited to the capacity of the apprentice.

(i) Should an apprentice be careless and neglectful of the duties required by those in control of his or her trade training, the apprentice's case shall be referred to the Joint Apprenticeship Committee for examination and action.

(j) Apprentices shall undergo periodic examination before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this contract. The Employer or representatives has the right to be present and take part in any and all examinations.

(k) Shop Stewards of offices where registered apprentices are employed are required to make quarterly reports to the local committee on

apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this Agreement — where apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent employees such fact must be set forth in the report.

(l) The Joint Apprenticeship Committee shall be the judge of an Employer's ability to properly qualify for the employment of an apprentice.

(m) No apprentice shall leave one office and enter the service of another Employer without written consent of the Joint Apprenticeship Committee.

(n) Apprentices shall receive not less than the following rates of wages: During the 60-day probationary period fifty (50) per cent of scale; thereafter the balance of the first six months, sixty (60) per cent of scale; starting with the seventh month and every six months thereafter, five (5) per cent increase.

| | <i>1st 6 months</i> | <i>2nd 6 months</i> |
|-------------|--------------------------------|--------------------------------|
| First year | 60% | 65% |
| Second year | 70% | 75% |
| Third year | 80% | 85% |
| Fourth year | 90% | 95% |

MISCELLANEOUS

18. Unifor Local 2000, reserves to its members the right to refuse to execute any work coming from or destined for other Employers or publications that have been declared by the Union to be unfair, and to refuse to work in any office where any department under the jurisdiction of Unifor Local 2000, is declared unfair by Unifor Local 2000. The Union further reserves the right to its members to refuse to cross a legal picket line.

19. (a) The supervisor may discharge for just cause which shall in no way abridge the civil rights of employees or their rights under accepted General Laws of Unifor Local 2000. A discharged employee shall have the right to challenge the fairness of any reason given for his or her discharge. Upon demand, the supervisor shall give the reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-two hours after the employee is informed of discharge.

(b) When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the person or persons last employed in the bargaining unit. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. This section shall apply to incoming as well as outgoing supervisors.

20. No Union Representative or member shall be interfered with, nor discriminated against by the Company for carrying out the instructions of the Union governing the interpretation or alleged violation of this Agreement.

21. (a) Priority members shall have choice of shifts, off days, days in lieu of statutory holidays, starting times, choice of vacation, provided that no changes shall be made that measurably decrease the efficiency of the operation within the department.

(b) It is agreed that no section of this Agreement shall be so construed as to interfere with a member's basic priority as determined by the Union.

22. Handing out copy and giving instructions shall be considered the work of the supervisor, and persons so employed shall be members in good standing of Unifor Local 2000, and shall receive such bonus or premium as may be agreed upon between the Employer and the supervisor.

23. No member shall be required to change his or her regular starting time more than once within a week. Reverting to the member's original starting time, after a rest period of not less than ten (10) hours, within a workweek shall constitute a second change.

24. Employees who are called back to work after the conclusion of a shift shall receive one hour's pay at straight-time rates in addition to the overtime rates for work performed.

25. (a) No member covered by this Agreement shall be employed for less than a full shift.

(b) No member shall be employed for less than a full shift for any work done on a Sunday, a holiday or on an off day or off night.

(c) Nothing in the above provisions shall mean that an Employer must pay for a full shift when an employee is discharged for cause or excused at his or her own request.

26. Lunch time (which shall not be less than one-half hour or more than one hour) must be not more than four hours from starting time, except in cases of emergency.

SANITATION

27. There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done by members covered by this Agreement. Unifor Local 2000, reserves the right to secure the service of sanitary and ventilation experts, at its own expense, whose report shall be submitted to the Employer, who shall have the privilege of submitting

said report to the municipal health officer for verification, whose report shall be final and carried out as soon as practicable.

GRIEVANCE PROCEDURE

28. (a) Within thirty (30) days of signing of the Agreement a standing committee of two representatives appointed by the Employer and a like committee of two representatives appointed by the Union shall be maintained; and in case of a vacancy, or refusal of either of such representatives to act, another shall be appointed in his or her place.

(b) As the first step in the grievance procedure set out herein, any dispute that may arise as to the rights of the parties to this Agreement or any dispute as to the construction or interpretation to be placed upon any section of this Agreement, or alleged violation thereof, except as otherwise provided in subsection (i), shall be referred to the supervisor and Shop Steward, who shall attempt to resolve the problem. Their decision shall be reported immediately to the Employer and the Union for ratification. Should the supervisor and the Shop Steward be unable to reach a decision within forty-eight (48) hours (this time may be extended up to one week by mutual consent) the matter shall forthwith be referred to the Joint Standing Committee.

(c) The Joint Standing Committee shall meet within two weeks of when any question of difference shall have been referred to it for decision by the executive officers of either party to this Agreement. If decision is reached on that issue by the committee it shall be binding on both parties for the duration of this Agreement.

(d) If the Joint Standing Committee cannot reach a majority decision on any dispute within two weeks from the date on which the dispute is first considered by it, either party may refer the matter to Arbitration, the representatives of each party to the Agreement to select an Arbiter. If the parties are unable to agree upon an Arbiter, he or she shall be selected by the Minister of Labour of the Province of British Columbia.

(e) The Arbiter shall conduct the hearing within twenty (20) days from the date on which either party requested Arbitration. Within thirty (30) days of completion of hearings the Arbiter shall render a decision.

(f) The Arbiter's decision shall be final and binding on both parties. However, in no event shall the Arbiter have the power to alter or amend this Agreement in any respect.

(g) Provided, that local Union laws not affecting wages, hours or working conditions and the

General Laws of Unifor Local 2000, shall not be subject to Arbitration.

(h) It is further agreed that conditions prevailing prior to any action or circumstance that causes a dispute shall remain unchanged until the dispute shall have been settled as provided herein.

(i) In discharge cases, the employee shall not be reinstated until and unless the reinstatement is ordered by the Joint Standing Committee or the Board of Arbitration, which shall determine the amount of compensation for time lost, and such compensation shall be paid immediately.

SEVERANCE PAY

29. Effective on date of ratification severance pay in a lump sum of one week's wages for each four (4) months' service, or major fraction thereof, to a maximum of thirty-two (32) weeks' pay with a minimum of two (2) weeks' pay shall be paid to each employee who is laid off or severed for any reason other than for dismissal for cause or retirement. A new employee, who is not a journeyman, shall not be eligible for severance pay in the first three months of employment.

In the event of a layoff, a laid-off employee may opt to waive severance pay for a period up to one (1) year and remain eligible for recall. However, in such circumstances the employee may at any time during the year opt to take the severance pay and waive any and all further rights of recall. In the event an employee who has chosen not to collect severance pay during the first year is recalled, such an employee shall be reinstated with no loss in priority. However, no other contractual benefits shall accrue during a period of layoff.

UNION ACCESS TO PREMISES

30. Officers of the Union shall have access to the Employer's premises at reasonable times to confer with the Shop Steward or members, provided they first notify management before entering the plant. Members shall at all times have the right to seek work in the plant and contact the Shop Steward for that purpose. Provided, they first notify management before entering the plant. Permission shall not be withheld unreasonably.

EXCLUSION OF SUBSECTIONS (2) AND (3) OF SECTION 50

31. The Parties agree to exclude the operation of subsection (2) and (3) of section 50 of the appropriate provincial labour legislation.

UNION LAWS

32. The Employer agrees to respect and observe the conditions prescribed by the By-Laws of the Union and the General Laws of the Unifor Local

2000, which are not in conflict with this Collective Agreement.

JURY DUTY

33. When an employee is called for service as a juror or is subpoenaed as a Crown witness he or she shall be paid the difference between the wages he or she receives and the amount of straight-time earnings lost by him or her, by reason of such service. To qualify, an employee must produce proof that his or her absence was due to serving as a juror or a Crown witness and he or she must make himself or herself available to work whenever excused from Jury Duty for one-half (1/2) day or more.

BEREAVEMENT LEAVE AND PAY

34. A regular employee shall be granted a maximum three (3) days' leave of absence with pay between Monday and Friday inclusive for the weekday shift, or between Friday and Sunday inclusive for the weekend shift for the purpose of making arrangements and/or attending the funeral in the event of the death of a husband, wife, common-law spouse, same sex spouse, mother, stepmother, father, step-father, son, daughter, brother, sister, father-in-law, mother-in-law, grandchild or grandparents. Such possible days' leave of absence shall be between the day of death and the day of the funeral. This is subject to the provision that the employee shall not receive additional bereavement leave or pay if the death or funeral shall occur during his or her vacation, during a leave of absence, or the employee's day off. It is further agreed that the employee shall be granted one (1) additional day off with pay if the death or funeral shall occur during his or her vacation. This additional day-off shall be taken at the discretion of the employee under mutual agreement with the department supervisor. One extra day bereavement leave shall be allowed for the purpose of attending a funeral as outlined above outside the Province of British Columbia.

In the event of the death of a spouse and/or child, the employee shall be granted an additional four (4) days' leave of absence with pay. Should the employee request more than four (4) additional days' leave of absence, the employee shall be allowed to take earned vacation with pay or leave of absence without pay, as per request of the employee.

PARENTAL LEAVE

35. As per Employment Standards. Continuity continues for persons on leave.

UNIFORMS AND BOOTS

36. The Employer will pay up to \$100 per year toward the purchase of safety shoes or boots upon the submission of receipt for same, or up to \$200

every two years towards the purchase of safety shoes or boots upon submission of the same. The Employer will supply uniforms and laundry service to all press crews and maintenance employees.

DUES CHECK-OFF

37. The Employer shall deduct Union membership dues weekly from the gross earnings of each member of the Union working for the Employer. Such funds deducted by the Employer will be held in trust and shall be remitted to the Union no later than the 15th day of each month following. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished the Employer by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Employer in the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECK-OFF UNIFOR LOCAL 2000, DUES

To:

I hereby assign to Unifor Local 2000, and authorize you to deduct weekly from any earnings as your employee, and hold in trust an amount equal to all Union dues levied against me by the Union for each dues month following the date of this assignment. I hereby authorize and request you to remit the amount deducted and held in trust to Unifor Local 2000, no later than the 15th of each month following.

(Employee's Signature)

(Date)

LITHO SHOPS

38. This entire Agreement is predicated upon the understanding that only members of Unifor Local 2000, covered by the terms of this Agreement will do all work necessary to produce the completed job for delivery to the customer.

LEAVES OF ABSENCE

39.01 If an employee is elected or appointed to a position in the Unifor national union or CLC, or Unifor local union or any organization with which the Unifor is affiliated, he/she shall be given a leave of absence of up to four (4) years, upon request and shall be reinstated in the same or a comparable position when the leave expires. During such leave the employee shall continue on the company's

benefits plans and the union shall reimburse the company for the actual cost of the benefits.

39.02 A leave of absence upon thirty (30) days' written notice shall be granted to employees elected or appointed delegates to conventions of the Unifor, CLC, or any organization with which the Unifor is affiliated or as a delegate to special meetings called by the Unifor or a branch thereof or by an organization with which the Unifor is affiliated. Such leaves will be granted on the following basis:

One employee will be granted such leave for each 50 members, or portion thereof, at the work site. It is agreed that such leave will be limited to two (2) weeks.

IN WITNESS WHEREOF, we have here unto set our hands

this _____ day of _____ 20__

For the Employing Printer

For the Union

LETTER OF AGREEMENT No. 1 PROMOTION/TRAINING

It is the policy of Mitchell Press Ltd. to promote through training present members to higher rated positions to the greatest extent possible. Present members will be given advance notice of new openings and will be afforded the opportunity of applying for such positions.

Shop Steward will be informed in advance of new apprentice openings.

LETTER OF AGREEMENT No. 2 PRESSROOM TOURS & CUSTOMER OKAYS

The Company recognizes the need to control the activities of non- Company personnel within the pressrooms for reasons of safety and operating efficiency. Prohibited areas shall be clearly marked. Permission to move into these areas must be obtained from the press operator in charge.

LETTER OF AGREEMENT No. 3 POSTINGS, UNION NOTIFICATION, ETC.

The Company agrees that any postings for new positions, transfers, promotions, etc. shall first be posted in the plant at least two weeks prior to such

position being filled, transfer or promotion to take effect. The Company agrees that present employees and Union members shall have the first opportunity to fill these positions before it advertises outside for said positions. Exceptions to this policy must first be discussed with the Union.

LETTER OF AGREEMENT No. 4 RULES OF OVERTIME ASSIGNMENT IN THE PRESSROOM

I. Weekdays and Saturdays

1. Overtime on the various presses shall be assigned to those persons who have worked the most shifts on those positions during normal working hours. In those cases where those persons who do not wish to work, other members competent to do the work, will be asked to work, in order of their seniority.

2. Members of the pressroom may “bump” or substitute themselves for other members who have been assigned overtime in the above manner if all of the following conditions are met:

- (a) they are competent to fill the position.
- (b) they have more seniority than the person they wish to bump.
- (c) they have less accumulated overtime hours worked during that calendar year than the person they wish to bump. The year starts with the week covered by the first pay period in the calendar year.

II. Sundays

1. Pressroom assignments on Sundays will follow the same procedure as for Saturdays and weekdays with the following exception: section I, 2(c) does not apply.

III. Other Conditions

1. Those personnel who are on holidays where their first day back at work would be the following Monday or later, or those who have not worked during the normal work week due to sickness or other reason, are not eligible for work assignments on that Saturday or Sunday unless no other competent pressroom personnel can be found to fill that position. For those on holiday, the terms in the contract regarding such a situation will apply.

2. The accounting department will maintain a record of accumulated overtime hours worked by each individual for the calendar year. These totals will be posted weekly by the department supervisor.

3. For the purpose of determining eligibility, individuals joining a department after the beginning of a calendar year will have added to their accumulated overtime the accumulated overtime up to the new employee's date of hire of the individual

seeking to “bump” the new employee for an overtime shift.

LETTER OF AGREEMENT No. 5 RULES OF OVERTIME ASSIGNMENT IN PREPRESS AND BINDERY

Lists of accumulated overtime for the calendar year shall be kept for bindery employees. For the purposes of calculating overtime eligibility, overtime refused shall count as time worked. When overtime is required, the employee with the least amount of overtime (including refused overtime) who is competent to do the work shall be given first opportunity for such overtime.

Competency is established by having performed similar tasks in the past.

The Company and the Union reaffirm and commit to the principle of equitable distribution of overtime. In order to ensure that this occurs to the greatest extent possible, the Employer commits to posting totals of overtime and refused overtime on a weekly basis in the bindery department.

Refused Overtime

1. Anyone who is asked to work overtime on a regular shift by staying later than the end of his or her shift and who refuses to do so will have refused overtime added to his or her total of overtime worked. The amount will be either the number of hours the employee was asked to work, or, if the overtime work is performed by another employee, the number of hours actually worked, whichever is less. Anyone who agrees to work at least two (2) hours overtime cannot be charged with refused overtime for that shift.

2. Anyone who is asked to work overtime on a regular shift by coming in earlier than his or her regularly scheduled start time and refuses to do so will have refused overtime added to his or her total of overtime worked, so long as the employee is notified before the end of his or her shift on the previous day. (If that day was the employee's day off, twenty (20) hours' notice is required.) Anyone who agrees to come in at least two (2) hours before his or her regular start time cannot be charged with refused overtime for that shift.

3. Anyone who is asked to work an overtime shift and refuses to do so will have refused overtime added to his or her total of overtime worked, so long as the employee is notified before the end of his or her shift on the previous day. (If that day was the employee's day off, twenty (20) hours' notice is required.) The amount will be either eight (8) hours, or, if the overtime work is performed by another employee, the number of hours actually worked, whichever is less.

LETTER OF AGREEMENT No. 6 SPECIAL WEEKEND SHIFT

Notwithstanding the hours of work and overtime provisions of the collective agreement, the parties agree to institute a two shift (2 shift) three-day (3-day) week of 10 hours and 40 minutes per shift (32 hours per week). The weekend crews if all in agreement and at their discretion can alternately choose to work a three (3) day week of two shifts of 12 hours and one shift of 8 hours work which will consist of Friday 12 hours, Saturday 12 hours and Sunday 8 hours). This workweek shall be from Friday morning to Monday morning inclusive. All other provisions of the collective agreement will be applicable (e.g., overtime rates and shift differential).

Effective on date of ratification, remuneration for employees working dayshift on this special weekend shift shall be fifteen percent (15%) over the regular dayshift rate.

Effective on date of ratification, remuneration for employees working graveyard shift on this special weekend shift shall be twenty-three point two percent (23.2%) over the regular dayshift rate.

Statutory holidays shall be paid on the basis of the hours worked on the shift the employee would have normally worked on that shift. The employee has the option of taking Easter Sunday as a vacation day; use banked overtime or sick pay for said holiday.

For the three-day week, Monday, Tuesday, Wednesday and Thursday are overtime shifts. Effective on date of ratification, the first shift worked will be paid at time and three-quarters pay; the next two shifts worked will be paid at the overtime rate of double time. If all four shifts are worked, the last shift will be paid at triple time.

The parties further agree that necessary adjustments will apply to ensure that no employees are negatively affected as a result of working a three-day week (e.g., pension plan contributions).

If, due to special circumstances, a person is asked to cross over between the three-day week and the four-day week, they shall be given one day off (Monday). They will work four 8-hour days and receive a premium of 15%. (These four days shall be Tuesday, Wednesday, Thursday and Friday.) If asked to work on Monday of said week, they shall receive double time for this shift.

Employees moving from the weekend shift to the Monday to Thursday shift by their choice will have Monday off and work Tuesday to Friday at straight time rates of pay.

Employees moving from the Monday to Thursday shift to the weekend shift will be off until Friday of the following week before commencing their new shift unless required for overtime.

LETTER OF AGREEMENT No. 7 MONDAY TO THURSDAY WORKWEEK

For the term of this agreement, the Union and the Company will schedule all weekday shifts from Monday to Thursday, and all weekend shifts from Friday to Sunday.

If an employee uses a benefit day between Monday and Thursday, and if a Friday shift is made available by the Company, such shift will be paid at the overtime rate of time and three quarters (1¾) the regular rate of pay.

The Collective Agreement will govern the claiming of said Friday work.

In any week where a Statutory Holiday falls, Article 9 of the Collective Agreement shall prevail

The only departments excluded from this agreement are Shipping and Purchasing where the Collective Agreement shall apply.

LETTER OF AGREEMENT No. 8 GRANDFATHER RIGHTS

For the purposes of layoff and/or bumping the parties agree that the Janitorial Employees employed at the time of the certification of those job categories, as named below, will not be subject to bumping claims from employees in the rest of the bargaining unit. All service with the company shall be used for the calculation of Vacation Credits.

Janitor: Larry Tremblay.

LETTER OF AGREEMENT No. 9 TEMPORARY EMERGENCY TRANSFERS

The Parties agree that for the life of the collective agreement, the following principles shall apply to temporary emergency transfers of union members from one department to another.

1. Every attempt shall be made to perform all work within each department.

2. In the event the employees within a department are unable to perform the work within a department, whether on straight time, overtime, or extra shifts, the company may transfer employees from another department on a temporary emergency basis.

3. When an employee is thus transferred, it is agreed that said employee will: (a) be trained to the level of competence required to safely perform the work as determined by the department supervisor

and the chief shop steward (b) paid at the employee's current wage rate or the wage rate for the work performed, whichever is higher.

4. This temporary emergency assignment shall not exceed four (4) hours **without further efforts to contact all members of the department to make the work available to them, (with emphasis)** or to exceed eight (8) hours without the consent of the union.

5. The Company can also transfer members between departments under the following conditions:

- The department accepting the transfers has reached the maximum allowable number of members allowed off for vacation or;
- For coverage of LTD, WCB, or STD or;
- Whenever there is a lack of work in a department.

In all cases duration of transfer must be for not less than one (1) week.

LETTER OF AGREEMENT No. 10 INSTRUCTIONAL SESSION

The Company agrees to provide annual training sessions for Harassment Complaint Officers and foremen. Such persons will not lose straight time pay for attending these training sessions.

The first training session will take place no later than six months after ratification.

LETTER OF AGREEMENT No. 11 BY-LAWS COMMITTEE

The Union will establish Chapel By-Laws, which will be developed by committees from various departments at Mitchell Press. The first department to develop their By-Laws will be the Pressroom and this committee shall consist of no less that two and not more than six Union members in good standing. The selection of the committees shall be determined by each department through a democratic process. After completing Chapel By-laws for any particular department, said proposed By-laws must be ratified by said department. After the By-laws are ratified, they must be presented to the Local Union Executive for endorsement. It is understood that Chapel By-laws should not impose extra costs to the Company, except in such minor or random situation as may be necessary. Should the By-laws Committee recommend matters that add extra costs to the Company which are more than of a minor or random nature, such items shall be approved by the company, in writing, prior to ratification.

LETTER OF AGREEMENT No. 12 PERMANENT TRANSFERS

The junior person in a department shall be the first person transferred. At any time during the first year following the transfer, the transferred member shall have the right to claim technological change or severance, as the case may be, under the collective agreement. During the first year, the transferred member will retain his or her rate of pay, unless the rate of pay in the new position is higher than the rate the member held in the previous position, in which case the higher rate will prevail. After one year the transferred member who chooses to continue to work in the new department will be paid at the rate of pay as per the Collective Agreement for the work performed. It is understood that the transferred member will slot in at the bottom of the department regarding choice of holidays, choice of shift, and overtime. However, the transferred member shall retain plant-wide seniority in the event of layoff and weeks of vacation entitlement.

LETTER OF AGREEMENT No. 13 JOB SHARE

The Union and Company agree to discuss the possibility of job share agreements on a case-by-case basis. Any request for a job share agreement will only be at the request of the employees involved. If an agreement can be reached, the terms and conditions will be covered by a letter of agreement and signed by the Employees involved, the Union Representative and the Company Representative.

LETTER OF AGREEMENT No. 14 JANITORIAL DEPARTMENT

There will be no loss of employment for two (2) full time positions in the janitorial department for the term of this agreement.

LETTER OF AGREEMENT No. 15 RULES OF OVERTIME IN PRE-PRESS

Lists of accumulated overtime for the calendar year shall be kept for the Pre-Press employees. When overtime is required, the employee with the least amount of overtime who is competent to do the work shall be given first opportunity for such overtime.

Competency is established by having performed similar tasks in the past.

The Company and the Union reaffirm and commit to the principle of equitable distribution of overtime. In order to ensure that this occurs to the greatest extent possible, the Employer commits to posting totals of overtime on a weekly basis in the Pre-Press department.

LETTER OF AGREEMENT No. 16 TELDON EMPLOYEES

Effective February 1st, 2014 the employees (named below) formerly employed by Teldon Print Media who were hired by Mitchell Press as part of a business acquisition in July of 2012 and accepted by the former CEP Local 2000, now Unifor Local 2000 as members of the union and part of the Mitchell Press bargaining unit, shall have their length of service with Teldon Print Media deemed continuous with Mitchell Press for the purpose of Article 29 SEVERANCE PAY in the collective agreement.

Greg Wong
Denis Silva
Alexander Lourenco
Greg Black
Rob Bonter
Lance Lawrence
Jeff Reggin
Baljinder Bhandal
Sheldon Olson
Ravinder Perhar
Safil Hassan
Scott Edwardson
Avinay Jeet
Edward Lane

APPENDIX A: Harassment

I. Policy Statement

Mitchell Press Limited (the Company) and its employees are committed to the ideal of creating a working environment which is at all times supportive of the dignity and self esteem of individuals.

The Company will communicate this policy to all employees, provide appropriate education and training for supervisors and managers, and establish a mechanism for dealing with complaints.

The policy will be embodied in all union agreements and employee handbooks, and will apply to all employees, including bargaining unit, non-bargaining unit and management employees.

Employees may choose to pursue a complaint by using the complaint procedures set out in this Policy. Except as specifically permitted in this Policy, there shall be no access to the general grievance procedure in the collective agreement for bargaining unit employees with respect to matters arising under this Policy.

It is agreed that the President of the union (where applicable) will receive a copy of the Complaint Officer(s)' report after Step 9, Section IV herein and any other written reports or findings after Step 9. However, in the event that the Company chooses to investigate without a formal complaint having been lodged or without the complainant's consent, the

President of the Union (if applicable) shall be informed if such investigation leads to the Company taking any action as a result of said investigation.

II. Definition

Harassment Contrary to Human Rights Code

Harassment on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to that person's employment is prohibited by the *Human Rights Code*.

Harassment contrary to the *Human Rights Code* may be said to occur when a person is subjected to unwelcome comments or actions on the basis of or related to one or more of the grounds prohibited in the *Code*:

(a) when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation;

(b) when submission to such conduct is made either implicitly

or explicitly a condition of employment;

(c) when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise and salary, job security or benefits affecting the employee); or

(d) when such conduct has the purpose or the effect of interfering with the person's work performance or creating an intimidating, hostile or offensive work environment. In particular, types of behaviour which may constitute sexual harassment include but are not limited to:

(a) sexist jokes, causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their very nature embarrassing or offensive;

(b) leering;

(c) the display of offensive material of a sexual nature;

(d) sexually degrading words used to describe a person;

(e) derogatory or degrading remarks directed towards members of one sex or one sexual orientation;

(f) sexually suggestive or obscene comments or gestures;

(g) sexual flirtations, advances or propositions, made or carried out after the person making the flirtations, advances or propositions has been advised that they are unwelcome, or that are by their very nature unwelcome;

- (h) inquiries or comments about a person's sex life, made after the person making the inquiries or comments has been advised that they are unwelcome, or that are by their very nature unwelcome;
- (i) persistent unwanted contact or attention after the end of a consensual relationship;
- (j) requests for sexual favours;
- (k) unwanted touching;
- (l) verbal abuse or threats; and
- (m) sexual assault.

Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is perceived by a reasonable person to be offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Retaliation

Retaliation against an individual for making a complaint, participating or co-operating in an investigation under the Policy or associating with a person who has made a complaint or has participated in an investigation under the Policy is also prohibited by the policy.

Consequences

The Company agrees that the above-mentioned behaviour will not be tolerated and persons engaging in such behaviour will be appropriately dealt with, including being disciplined in appropriate cases, up to and including dismissal.

III. Prevention

- (a) This policy will be made available to all employees either in their union contract or employee handbook. In addition, it will be posted on all appropriate bulletin boards.
- (b) Employees and supervisors will receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and understand the complaint procedures.

IV. Complaint Procedures

The procedures listed below are for the most part meant to be a "safety net" for employees who feel they are being harassed. To the extent possible,

employees are encouraged to solve the problem by informing the alleged harasser that his/her behaviour or actions are unwelcome, or with the help of the employee's supervisor.

The Company shall identify Complaint Officer(s) for the purpose of this policy. The list of Complaint Officer(s) (see Schedule A attached) will be updated and published regularly, in consultation with the union. The list will include female contacts.

Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the complainant's wish for confidentiality, to conduct as quick and thorough an investigation as possible.

To protect the interests of the complainant, the person complained against and others who may report incidents of harassment, confidentiality will be maintained throughout the process, to the extent possible. Information relating to the complainant, including all records of complaints, contents of meetings, interviews, results of investigations and other relevant material will be disclosed only to the extent necessary to carry out the procedures outlined herein.

While, as a general rule, no investigation or other action will be taken in relation to a case of alleged harassment in the absence of a formal complaint or without the complainant's consent, there may be circumstances in which the Company will take such action in view of the seriousness of the alleged harassment or its repetitive nature. In the event that the investigation results in the Company taking an action as a result of the investigation, without a formal complaint having been lodged or without the complainant's consent, the Company agrees to so inform the President of the Union (where applicable) of the reasons for taking such action. If the Union (where applicable), disagrees with the action taken by the Company, the matter is grievable under the Collective Agreement.

In any case where a Complaint Officer receives information which could form the basis of a complaint under this Policy, he or she shall make a written report to the President of the Company, regardless of whether the complainant wishes to proceed with a formal complaint or whether the matter is resolved on an informal basis.

Any proposed resolution of a complaint, whether formal or informal, under this Policy is subject to review and ultimate approval by the President of the Company.

The Company and the Union agree any action under this Policy shall take place without the use of legal counsel by either the Union or the Company.

COMPLAINT AND INVESTIGATION PROCEDURE

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality. The recommended procedure for an employee who feels he or she is being harassed is as follows:

1. Tell the harasser clearly that the offending behaviour is NOT welcome. Remind the harasser that the behaviour is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of behaviour. Often this is the simplest and most effective way to put an end to harassment and the Company encourages employees to take this action. However, victims of harassment are not obliged to confront the harasser and, if the harassed is unwilling or unable to do so, or if the misconduct continues after confrontation, the victim of harassment should report the offensive behaviour as outlined below.

2. Inform the immediate supervisor (or next immediate supervisor if harasser is immediate supervisor) of the misconduct. The immediate supervisor and the employee should attempt to resolve the situation at this stage. Where necessary the President of the Company should be informed so that a mutually agreeable solution can be achieved.

The President of the Company may, if the complainant consents, seek a meeting with the alleged harasser and a Complaint Officer, with a view to obtaining an apology or such other resolution as will satisfy the complainant. Where the complainant is satisfied and the alleged harasser agrees with the resolution achieved at the meeting, the Employer will consider the matter concluded. The employee should proceed to the next step only if the problem cannot be solved at this level. The President of the Company will advise the complainant of:

- (a) the right to make a written complaint under this policy against the alleged harasser.
- (b) the right to have the complaint heard by a Harassment Complaint Officer and if necessary, a Harassment Disputes resolutions Officer.
- (c) the right to withdraw from any further action in connection with the complaint at any stage.

3. A complainant may meet with any of the Complaint Officer(s) to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint or taking no further action if the complainant decides not to proceed. The complainant will also be advised that the Company may, in view of the seriousness of the alleged conduct or its repetitive nature, investigate the matter in the absence of a formal complaint.

4. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.

5. The investigation will be commenced within three (3) workdays and the complainant's identity will normally be made known to the (alleged) harasser.

6. The Complaint Officer(s) will initiate and complete the investigation as soon as possible. The Officer(s) will have full authority to investigate as set out above.

7. Once the investigation is completed the findings will be made known to the President of the Company, the complainant, and the (alleged) harasser by the Complaint Officer(s). This may be done in written form or in a meeting.

8. The Complaint Officer(s) will attempt to achieve resolution of the complaint at this point.

9. If the matter remains unresolved the Complaint Officer(s) shall submit a written report to the President of the Company, outlining the facts, issues and recommended resolution.

10. The President of the Company may, at any stage in this process, place an employee alleged to have engaged in harassment on a suspension with pay in circumstances where the alleged harassment is of a nature such that the health, safety or well-being of the complainant, alleged harasser or any individuals in the workplace may be threatened by the alleged harasser's continued presence in the workplace. Where such a suspension with pay is imposed, such suspension is not disciplinary in nature and does not constitute a finding of guilt or culpability on the part of the alleged harasser.

11. After receiving the Complaint Officer(s) written report, the President of the Company will then decide the issue and forward the decision to the complainant, the (alleged) harasser and the President of the Union (where applicable), in writing. The decision will be implemented immediately unless a further appeal ensues, as outlined in Section V following. Where the President's decision includes the disciplinary suspension or termination of the alleged harasser's employment, and the alleged harasser appeals the President's decision, the alleged harasser may be placed on a suspension with pay pending the adjudication of the alleged harasser's appeal of the President's decision.

V. Appeal Procedures

1. Any party affected by this policy may appeal the decision of the President of the Company under this policy. Notice of intent to appeal must be made in

writing to the President of the Company and President of the Union (where applicable) within seven (7) days of receiving a written decision which is disputed.

2. Should a party choose to appeal the matter under this policy, the appeal will be to an outside Disputes Resolution Officer (DRO). This person will be selected from the list in Schedule B attached hereto. The persons listed here have agreed to serve in the capacity of resolving disputes arising from the harassment policy. Their appointment is hereby confirmed by the parties to this agreement.

The decision of the DRO will be binding. Once finalized, the DRO will forward the decision to the President of the Company, the complainant, the (alleged) harasser and the President of the Union (where applicable), in writing. The decision will be implemented immediately. (Possible responses—see Schedule C attached.)

N.B. The term “(where applicable)” is used and intended to exclude the Union only where this harassment policy involves only a person or persons who are not members of the Union. Whenever a member of the Union is the subject of this policy, either as a complainant or as an alleged harasser, the term “where applicable” shall apply.

SCHEDULE A: Harassment Complaint Officers

This selection of Complaint Officers will enable employees at various levels involved in a dispute to choose someone from within the Company to investigate their complaint.

The complainant may choose from any one or more of the Complaint Officers listed below. In the event that the Complaint Officer chooses to decline to hear the complaint, another Complaint Officer shall be chosen.

The list of Complaint Officers will be changed only in consultation with the union.

- | | |
|------------------|----------------|
| 1. Konrad Defoe | 3. Amyra Carsh |
| 2. Bill Sorenson | 4. TBD |

SCHEDULE B: Harassment Disputes Resolution Officers

The parties agree that where issues are referred to the Disputes Resolution Officer under Appendix A of this document, the Disputes Resolution Officer shall be selected from the following on a mutually agreeable basis, between the complainant and the (alleged) harasser. If this does not result in mutual agreement, then the selection to be mutually agreed to between the Union (where applicable) and the Company.

In the event that mutual agreement is not possible, then the selection will be in rotation, starting with the first available on the list in this appendix. It is further agreed that in the second event, where mutual agreement fails to select a DRO, the rotation shall start at the person next in line, on a first-available basis.

- | | |
|-------------------------|-----------------------|
| 1. Grant McArthur (LRB) | 2. Janna Taylor |
| 2. Debbie Cameron (LRB) | 4. Leslie Swan (WCAT) |

SCHEDULE C: Disciplinary Responses

If harassment has been identified, any one or more of the following responses may be deemed to be appropriate in the circumstance. This list is not intended to be exhaustive.

- make changes in reporting structures
- require a verbal or written apology by the harasser
- issue a written warning to the harasser
- reassign (transfer) the harasser to another area
- terminate the harasser’s employment
- require the harasser to undergo mandatory harassment awareness counseling.

NOTE: If, in the course of the investigation or appeal process, the harassment charge is determined to be without merit, the Complaint Officer or DRO will make such known, in writing, to all concerned parties.

An individual making repeated unfounded complaints or bringing a complaint which is found to be brought in bad faith or for malicious or other improper purposes may be subject to disciplinary action.

General Laws of Unifor Local 2000 Effective April 1, 1994

As used in the General Laws, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so includes.

ARTICLE I

Section 1. No employer shall employ an apprentice unless the employer has the equipment necessary to afford adequate training.

Sec. 2. Any person hired as an apprentice shall be at least sixteen years of age; and shall have satisfactorily passed an aptitude test given by the joint apprenticeship committee.

Sec. 3. The period of apprenticeship shall not exceed four years. The joint apprenticeship committee shall have authority to advance apprentices consistent with their ability to learn without approval of Unifor Local 2000.

Sec. 4. A local joint apprenticeship committee composed of equal representation of the employers and the union should be formed to make surveys and study, investigate and report upon apprentice conditions. The committee shall act to enforce the conditions of the agreement covering apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason. This committee shall meet jointly at the call of the chairman of each committee at such time and place as may be determined by them. This committee shall have authority to vary training programs to meet the problems arising because of varying equipment of the shops under contract and shall have authority to direct temporary transfers of apprentices from one shop to another to accomplish as much all-around training as may be suited to the capacity of the apprentice.

Sec. 5. The foreman and chairman of the chapel shall see that the apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices are judged competent in one work classification they must be advanced to the next step in the established training program.

Sec. 6. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labour.

Sec. 7. No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio prescribed in the contract. Provided, when journeymen choose not to make themselves available in sufficient numbers to meet contract commitments, the ratio may be waived by permission of the local union. At no time shall an apprentice have charge of a department, class of work, or any other employee.

Sec. 8. Apprentices in military or naval service shall be counted as apprentices employed for the purpose of determining the number of apprentices permitted, unless the contract provides to the contrary.

Sec. 9. No apprentice shall leave one office and enter that of another employer without the written consent of the joint apprenticeship committee.

ARTICLE II

Section 1. None but journeymen or apprentices may be employed to perform all work within the jurisdiction of the union. The foreman shall be a journeyman.

Sec. 2. The foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of Article V, General Laws.

Sec. 3. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted Unifor Local 2000 laws. A discharged journeyman shall have the right to appeal in accordance with the laws of the National as provided in the contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge. Suspension is prohibited as a method of discipline.

Sec. 4. When it becomes necessary to decrease the force in an office where departments are not recognized it shall be determined upon what class of work the reduction is required. The journeyman with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first: provided, the journeyman to be discharged may claim any other work in the office such journeyman is competent to do which is being performed by a journeyman with lower priority standing: provided further, a journeyman claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Sec. 5. In offices where departments are recognized a decrease in the force shall be accomplished by discharging first the journeyman holding a situation who has the lowest priority standing in the department in which a decrease is necessary.

Sec. 6. A journeyman discharged to reduce the force shall be reemployed, either as a regular or extra, upon work such journeyman is competent to perform in the order of priority standing.

Sec. 7. In offices where departments are recognized a journeyman declared incompetent in one department shall not be denied the privilege of seeking employment in another department nor be barred for incompetency within the meaning of Section 9 of this article, while there is work in another department such journeyman is competent to perform.

Sec. 8. A journeyman discharged for any reason, may demand and the foreman shall give in writing the reason for discharge: provided, such demand shall be made within seventy-two hours after the journeyman is informed of discharge.

Sec. 9. A journeyman who has been discharged and who believes such discharge to be illegal or unjust shall have the right to appeal to the local union in the manner provided by the laws of such local union. If the local union orders reinstatement the decision must be complied with until reversed. When a local union has made specific provisions in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A journeyman who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A journeyman discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six months.

Sec. 10. A foreman shall not designate any particular day, nor how many days a journeyman shall work in any one week: provided, the journeyman must engage a substitute when absent. Any journeyman covering a situation is entitled to and may employ in his stead whenever so disposed any competent journeyman without consultation or approval of the foreman: provided, local unions may adopt laws requiring the employment of substitutes in the order of their priority standing; or for specified periods of severe unemployment emergencies, with the consent of the Union Officers, may establish provisions for equitable distribution of subbing among eligible substitutes.

Sec. 11. A foreman shall not be permitted to select the force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Sec. 12. Where contracts or agreements provide for holidays with pay, the foreman shall not be permitted to change regular off-days to such holidays in order to evade payment for the holiday.

Sec. 13. Except as provided in Section 2, Article 1, an employee's age shall not be a factor in employment or separation from employment.

Sec. 14. No journeyman shall be required to submit to a physical examination as a condition of employment.

ARTICLE III

Section 1. When departments are recognized priority shall date from time of accepting work in the department either by original employment or permanent transfer.

Sec. 2. When departments are not recognized an employee shall not be discharged to reduce the force or for incompetency while there is work in the

office such employee is competent to perform and to which such employee is entitled by priority.

Sec. 3. When departments are recognized by agreement no transfer shall be made except in emergencies: provided, when all available extras are hired in any department transfers may be made into that department.

Sec. 4. Regulations applying to transfers are for the purpose of preventing discrimination in the hiring of journeymen seeking work as extras. The hiring of more journeymen than are needed in one class of work or department and later transferring journeymen from this class of work or department to work which could have been done by others not hired, but entitled thereto because of their priority is discriminatory.

Sec. 5. Transfers are not required to permit journeymen to exercise priority upon a vacancy either regular or extra, which the journeyman is not qualified to fill: provided, transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of journeymen desiring to engage a substitute.

Sec. 6. Journeymen transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency nor shall a foreman be permitted to make transfers which are discriminatory or for the purpose of depriving other journeymen of work to which they are by priority entitled.

ARTICLE IV

Section 1. Local unions at all times have the right to define as struck work composition and mailing room work executed wholly or in part in shops not under contract relationship with a local union of Unifor and composition, mailing room, or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which employees may refuse to handle the work classified as struck work.

ARTICLE V

Section 1. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

Sec. 2. Local unions shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeymen at all times. The priority standing of a journeyman shall stand as recorded.

Sec. 3. No journeyman shall hold priority in more than one office nor shall a journeyman retain priority standing or a situation in an office if such employee performs work over which Unifor Local 2000 has jurisdiction, either supervisory or mechanical, in another printing office whether or not the journeyman is interested financially or otherwise in said office: provided, that in the event of a strike or lockout involving a substantial number of journeymen, the local union where such strike or lockout exists may adopt a law that will provide that journeymen involved may establish priority rights in another chapel in the same jurisdiction, and in the event of a settlement of said strike or lockout may relinquish priority so established and be granted their former priority standing in the struck or locked out plant: provided further, local unions may establish regulations whereby journeymen may be permitted to accept temporary employment in another office without loss of situation or priority standing, and under such regulations may excuse journeymen who accept such temporary work from giving it out as overtime to any journeyman who refused to accept such temporary work.

Sec. 4. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than at the trade for a period not to exceed ninety calendar days in any twelve month period without loss of situation or priority: provided, journeymen exercising this privilege shall employ the priority substitute competent to perform the work.

Sec. 5. Local unions may establish regulations permitting a situation holder, or a substitute having established priority standing, to accept temporary employment in another office without loss of situation or priority standing while attending an approved technical training facility. Such employment shall be on a non-priority basis and journeymen exercising this privilege shall employ the competent priority substitute.

Sec. 6. Any journeyman engaged to serve Unifor Local 2000, a local union, or to perform work in the interest of the organized labour movement, shall employ while absent the first available competent priority substitute. Journeymen performing aforesaid work, or any journeyman incapacitated by illness, shall not suffer loss of situation or priority standing while so employed or so incapacitated, in the event a substitute is not available. Available priority substitute competent to perform the work must be employed on any new situation created because of the absence of a situation holder whose priority is protected under the provisions of this section or other sections of Union laws or contracts. Local unions shall adopt laws specifying the time, which shall be not less than thirty nor more than

ninety calendar days, after which such new situation shall be filled. Should a substitute with greater priority become available, such substitute shall be placed on said situation. Upon reporting for duty full priority rights shall be restored to the situation holder who was absent.

Sec. 7. Journeymen and apprentices admitted as residents of the Union Printers Home and journeymen and apprentices in the armed forces of Canada or those who may engage in war work for the Red Cross, or other similar accredited agencies shall have their priority and/or situations protected for such time as they are so engaged: provided, journeymen serving in the armed forces whose priority is protected under the provisions of this section may, while so engaged, seek work within the jurisdiction of a sister local subject to conditions prescribed by the Union Officers.

Sec. 8. Journeymen and apprentices in the Reserve of the armed forces of Canada, or other such organizations, shall have their priority protected while serving tours of active duty with such organizations in time of peace: provided, when priority is protected under Sections 6 or 7 of this article, a journeyman or apprentice shall be considered to have full-time employment at the printing trade except when all available substitutes have been hired and such journeymen are eligible to cancel accumulated overtime of other journeymen only when voluntarily granted.

Sec. 9. A foreman employed from outside the shop shall accumulate no priority standing during period as foreman.

Sec. 10. A journeyman with established priority in an office may work for the same firm performing work other than work within the jurisdiction of the union without loss of priority in the composing room or the mailing room.

ARTICLE VI

Section 1. Five shifts shall constitute a situation and no employee performing any work within the jurisdiction of the union shall be required or permitted to hold a situation composed of more than five shifts or less than five shifts within a financial week, except when a contract has been entered into for a shorter work week of no more than eight hours per shift. All time worked in excess of the unit of hours comprising a regular shift and all time worked in excess of the number of hours established as a regular situation shall be considered overtime. No journeyman or apprentice may work an additional shift in excess of the contractual work week at less than the overtime rate.

Sec. 2. Not less than time-and-one-half of the individual's hourly rate of pay shall be paid for any

shift worked in excess of the number established as a regular situation within a financial week. When a journeyman or apprentice is required to work on a regular off-day or off-night not less than the individual's overtime rate shall be paid for such work performed.

Sec. 3. Employees required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all excess time. The overtime rate shall be not less than one and one-half times the employee's hourly rate for the shift on which work is performed. A foreman performing executive or clerical work exclusively is not subject to overtime laws. A foreman who does any work within the jurisdiction of the union at any time is subject to the overtime laws. In extreme emergencies, such as fire, flood or disaster, the overtime rate may be waived by the local union as the contracting party.

Sec. 4. Where journeymen work during a regularly scheduled vacation period and receive pay in addition to vacation pay for such time worked, such time worked shall be classed as overtime at the ratio of day for day.

Sec. 5. Local unions shall have full authority and the responsibility to adopt regulations for the complete government of overtime.

ARTICLE VII

Section 1. Establishing or maintaining situations composed of less than the number of shifts constituting a week's work as provided in Section I, Article VI, General Laws, thereby creating and controlling extra work constitutes the operation of a sublist and is prohibited.

Sec. 2. Laying off a situation holder and employment of another journeyman as an extra to perform work which the situation holder is competent to perform and is entitled to by priority is prohibited.