

COLLECTIVE AGREEMENT

BETWEEN

Unifor
LOCAL 780G

EDMONTON, ALBERTA

(here in after called “THE UNION”)

AND

A.B.C. PRESS (1979) LIMITED.

(here in after called “THE EMPLOYER”)

TERM FROM JUNE 15, 2016 TO JUNE 14, 2017

INDEX

Article		Page No.
1	GRIEVANCE PROCEDURE	3
2	LIFE OF THE AGREEMENT	5
3	SHIFT DIFFERENTIAL	5
4	LEAD HAND RATE	5
5	APPRENTICESHIP RATES AND REGULATIONS	6
6	HOURS OF WORK	7
6	CONTINENTAL WORK WEEK	8
7	OVERTIME	9
8	HOLIDAYS	10
9	VACATIONS	10
10	SANITARY REGULATIONS	11
11	SEVERANCE PAY	11
12	SICK PAY	11
13	GROUP INSURANCE	13
14	BEREAVEMENT LEAVE	13
15	NO-STRIKE PROVISION	13
16	NEW EQUIPMENT AND TRAINING	14
17	MANAGEMENT RIGHTS	14
18	LAY-OFF, DISCIPLINE, DISCHARGE	14
19	RECOGNITION OF BARGAINING AGENT	15
20	SCALE OF WAGES	15
21	PENSIONS	16
22	UNION SECURITY	16
23	RULES OF OPERATION	16
24	SENIORITY	17
25	JURISDICTION	17
26	UNION LABEL	18
27	MANNING PROVISIONS	18
28	DEFINITIONS	18

Note: Wherever the masculine appears in this agreement, it shall mean and include the feminine where applicable.

ARTICLE 1 – GRIEVANCE PROCEDURE:

1.01: For the purpose of this Agreement, a grievance is defined as any difference between the parties or persons bound by the terms of this Agreement which concern the interpretation, application, operation or alleged violations of this Agreement.

1.02: An employee who considers that he has a grievance must submit his grievance at step 1 of this grievance procedure as outlined below within five (5) working days of the event giving rise to the grievance.

1.03: The grievance procedure shall be as follows:

STEP NO 1:

- (a)** An employee who believes that he has a justifiable complaint shall, within five (5) working days of the event giving rise to the grievance, submit his complaint to his immediate supervisor either alone or with the Shop Steward present, and the parties shall endeavour to settle the difference.
- (b)** If the employee is not satisfied with the disposition of the complaint by his supervisor, then the employee and the Shop Steward shall submit his complaint to the Plant Manager within ten (10) working days of the event giving rise to the grievance and the parties shall endeavour to settle the difference.

STEP NO. 2: Should the employee be dissatisfied with the Plant Manager's disposition of the complaint, he shall, either alone or with the Union representative within fifteen (15) working days from the date of the event giving rise to the grievance, submit a written grievance to the Plant Manager. The written grievance shall set forth the following:

- (a)** the time and circumstances out of which it arose
- (b)** the article or articles of the agreement relied upon or claimed to have been violated
- (c)** the remedy or correction which is being requested

The Plant Manager shall confirm his answer in writing within five (5) working days from the receipt of the written grievance.

STEP NO. 3: If the decision of the Plant Manager is unsatisfactory, the Union may then submit the grievance to arbitration pursuant to Article 1.06 below.

Failure by the grieving party of the Union to advance the grievance within the agreed time limits shall be considered as a withdrawal of the grievance. Failure by the Company to reply to the grievance within the agreed time limits shall mean that the grievance is automatically advanced to the next step. The time limits may be extended by mutual agreement of the parties.

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

1.04: The Company shall have the right to submit a grievance directly to arbitration within fifteen (15) working days of the event giving rise to the grievance.

1.05: Settlement of grievances under step 1 of the grievance procedure outlined above may be carried out during the aggrieved employee's or employer's working hours. All other steps of the grievance procedure are carried out during non-working hours unless the Company elects to process the particular grievance during work hours. It is expressly understood that except as otherwise provided in the Agreement, the proceedings of grievances shall not interfere with production.

Arbitration:

1.06: When the Union desires to submit a grievance to arbitration it shall do so within fifteen (15) working days from the date of the written decision of the Plant Manager. The party submitting a grievance to arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the names of three (3) arbitrators satisfactory to that party. The recipient of the notices shall, within five (5) working days of the receipt of the notice, advise the other party if any of the three (3) arbitrators are satisfactory. If not, when providing that advice in writing, the recipient of the notice shall provide the party submitting the grievance to arbitration with the names of the three (3) arbitrators which are satisfactory to the party.

If the parties agree to an arbitrator through this process, the party submitting the grievance to arbitration shall notify the arbitrator that he has been appointed as a single arbitrator under the Collective Agreement for the purposes of the grievance in question.

If the parties do not agree to an arbitrator through this process, the appointment shall be made by the Minister of Labour as provided by the Labour Relations Code. The party submitting the grievance to arbitration shall initiate this process.

The parties shall share equally the expenses of the Arbitrator and each shall be responsible for its own expenses.

1.07: The decision of the Arbitrator shall be binding upon the parties.

The parties agree that the Arbitrator shall not have the power to add, delete from, change or modify this Agreement or any of its parts, nor make any decision contrary to the provisions of this Agreement, and the Arbitrator in rendering its decision shall be governed by the provisions of this Agreement.

1.08: The Arbitrator's power shall be limited to deciding whether the company has violated the express articles or sections of the Agreement and its decision shall be rendered in accordance with the terms and conditions of this Agreement. It is understood that any matters not specifically set forth herein remains within the reserved rights of the Company.

ARTICLE 2 – LIFE OF THE AGREEMENT:

2.01: This Agreement shall remain in full force and effect from the 15th day of June, 2016 to the 14th day of June, 2017 and shall continue in full force and effect from year to year thereafter until a new Agreement is negotiated, or has been terminated in accordance with the **Alberta Labour Relations Code**.

2.02: Either party may, on ten (10) clear days' notice in writing require the other party to enter into negotiations for renewal of this Agreement within a period of not less than sixty (60) days, nor more than ninety (90) days prior to the expiry date, both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

2.03: The party giving notice to have the Agreement revised, and the party receiving the same, shall, within ten (10) days of the receipt of such notice, respectively present the other party in writing and proposed modification or revision of Agreement.

ARTICLE 3 – SHIFT DIFFERENTIAL:

3.01: The hourly rate for Journeymen shall be as follows:

- (i) First Night Shift = \$1.50 per hour over the applicable hourly day rate.
- (ii) Second Night Shift - \$1.60 per hour over the applicable hourly day rate.
- (iii) All Apprentices will receive a percentage thereof.

ARTICLE 4 – LEAD HAND RATE:

4.01: A Journeyman in charge of a Press of: 4 or more printing units of 25" and larger sheet size shall receive thirty dollars (\$30.00) over scale per week worked. Lead Hand duties and responsibilities include but not limited to:

- Duties:- Cleanliness of the press and press area
- Manufacturers maintenance lubrication schedule
 - Maintenance for pumps and compressors
 - Replacement of feeder belts
 - Cleaning and lubrication of delivery
 - Maintenance and adjustment of dampening / cooling (technotrans) unit
 - Roller adjustment and replacement
 - Reporting to management all mechanical issues / breakdowns that require repair by manufacturers technicians
 - Maintaining inventories of supplies through requisition to the production office

- Responsibilities: - Ensuring the press is in good working order while lead hand is off shift
- Procurement of necessary time to fulfill maintenance throughout production schedule
 - Recording of maintenance in the log and posting on white board
 - Delegation of duties via white board while off shift

During the times the Lead Hand is off shift, the shift pressman will report directly to management in regard to any duties delegated or required by the Lead Hand.

ARTICLE 5 – APPRENTICE RATES AND REGULATIONS:

5.01: All apprentices shall be registered with the Local Union and the Employer.

5.02: Apprentice training shall be governed according to standards as set forth by the Unifor Local 780G.

5.03: In order to increase the knowledge and efficiency of Apprentices and to ensure that their knowledge of the trade will be sufficient for them to be capable to do Journeyman’s work, they shall register for an Apprenticeship course with the Unifor Local 780G, and they shall apply themselves to it diligently until its completion.

5.04: All Apprentices shall serve probationary periods of six (6) months, such time to become part of his/her Apprenticeship period to demonstrate their fitness to continue as Apprentices and shall be paid as outlined in Article 5.

The term of Apprenticeship for Bindery #1 shall be four (4) years.

The term of Apprenticeship for Bindery #2 shall be four (3) years.

The term of Apprenticeship for Pressman shall be four (4) years.

5.05: One Apprenticeship shall be permitted for each of three (3) Journeyman Pressman, or fraction thereof. The parties hereto shall jointly provide rules and regulations for the government of Apprentices. They shall make examinations of said Apprentices, quarterly and apply the full principle of law’s dealing with Apprentices as set forth in the Constitution and laws of the Unifor Local 255G.

Regular increases to Apprentices covered by this contract shall not apply if the Apprentice has not fulfilled his obligations regarding his Pressman’s Apprenticeship Course of Lessons. Employee shall be notified by the Union if Apprentice has not qualified as aforesaid.

5.06: Wage rate for Apprentice Pressman shall be in proportion to the level being trained at for day of night shift work as follows:

	1st 6 Months	2nd 6 Months
First Year	50%	55%
Second Year	60%	65%
Third Year	75%	80%
Fourth year	85%	95%

After which they shall be paid not less than the minimum Journeyman scale for the level being worked at.

5.07: Ratio of Apprentices: Bindery

One (1) Apprentice shall be allowed for each three (3) Bindery #1 Employees or fraction thereof. Two (2) Apprentices shall be allowed for each three (3) Bindery #2 Employee of fraction thereof.

5.08: All Apprentices will commence their Apprenticeship as Bindery #2, and will be paid and receive based on the Bindery #2 rate as follows:

	1st 6 Months	2nd 6 Months	
First Year			70%
		75%	
Second Year	80%		85%
Third Year	90%		100%

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

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

	1st 6 Months	2nd 6 Months
First Year	75%	80%
Second Year	90%	95%
	100% of Bindery #1 thereafter	

Notwithstanding the forgoing, an Employee may directly be classified upwards by mutual agreement between the Employer and the Union.

5.09: Progressions from the lowest rate shall be determined by job openings. Each percentage increase will be a percentage of whatever the Journeyman rate is on the effective date of increment to the Apprentice wage rate will be further adjusted each time the hourly rate for the Journeyman is adjusted.

ARTICLE 6 – HOURS OF WORK

6.01: Seven and one-half (7 1/2) hours shall constitute a day’s work; five (5) days Monday to Friday shall constitute a week’s work; seven (7) hours shall constitute a night’s work; five (5) nights shall constitute a week’s work. Day work will be between 7:00 a.m. and 5 p.m. Night work commences at the completion of the day shift. Any shift, the major portion of which is between 5:00 p.m. and 7:00 am, shall constitute night shift.

6.02: No Employee shall be employed for less than a full shift except when discharged for cause or excused at his own request.

6.03: It has been agreed that a “calendar day” shall consist of twenty-four (24) hours, commencing at 12:01 a.m.; “a calendar week” shall consist of seven (7) consecutive days commencing on Monday.

6.04: No provision in this Article shall be construed as a guarantee of hours of work per week or of days of work per week.

6.05: Deviation from the above hours of work will be permitted on a mutually agreed upon basis between Employees, the Employer and the Union.

6.06: 2 – 15 minute rest breaks will be provided to employees present for a day’s work 7.5 hours and 12 hours. Times for rest breaks as fixed by management shall be mandatory implemented 1 day following ratification. Not retroactive

6.07 (a) CONTINENTAL WORK WEEK

An alternative to the regular work week may be introduced under the following terms and conditions;

The regular scheduled work week will be six (6) consecutive days. The regular work week for an employee shall consist of thirty six (36) hours divided in three (3) consecutive days of twelve (12) hours each to be worked from Monday 6:30 AM to Saturday 6:30 PM.

Employees shall be compensated at the rate of thirty-seven and one half (37.5) hours pay per week even though only thirty-six (36) hours of work has actually been performed.

The Employer will contribute the equivalent of five (5) shifts worth of contributions per week on behalf of all employees into the pension plan.

If an employee becomes ill they will be paid on the following basis;

- First 7.5 hours – no pay
- Next 15 hours – full pay from the company
- After the first 22.5 hours – group insurance

All work performed on a Sunday shall be paid for at (2) times the regular rate of pay.

6.07 (b) OVERTIME

The fourth (4th) day of work shall be paid for at one and one half (1.5) times the regular rate for the first seven and one half (7.5) hours, after which double the rate shall be paid. The fifth (5th) day shall be paid at two (2) times the regular rate of pay.

6.07 (c) STATUTORY HOLIDAYS

For all work performed on a statutory holiday the employee will receive his regular straight time pay in addition to seven and one half (7.5) hours pay compensated for at two times his regular rate of pay.

When no work is performed on a statutory holiday the employee will receive his regular straight time pay for the day.

For employees whose day off falls on a statutory holiday the employee shall receive his regular straight time pay or a day off with pay.

ARTICLE 7 – OVERTIME

CEP Local 255-G members of a particular department and classification shall have the right of 1st refusal of overtime, after which the company may utilize temporary employees to complete such work. No pressure shall be brought to bear on any employee to refuse overtime work.

7.01: (a) All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall be not less than one and on half times the regular rate for the first three (3) hours at double the regular rate thereafter, based on the wage rate.

(b) An employee who works on a Statutory Holiday will, in addition to receiving the straight-time pay for the holidays as referred to in clause 8.01 (a), be paid two (2) times his regular rate for the hours worked.

7.02: The sixth day of the work week (or in the situation where 4 days make up the work week, the 5th day or where 3 days make up the work week, the 4th day) shall be paid for at one and one-half times the regular rate for the first 7 ½ hours, after which double the rate shall be paid for all additional hours of work in the week.

7.03: Four (4) hour's notice that overtime work is required shall be given in all cases. If proper notice is not given and more then one (1) hour overtime is worked, a thirty (30) minute eating period shall be allowed with overtime pay.

7.04: Employees called back after having left the office shall be paid one (1) hour's pay for such call back and overtime rates for all time worked.

7.05: Employees who require time off from work for personal reasons other than sickness, shall by mutual consent, make up hours at straight time wages during the regular work week for which the time off was granted.

7.06: If an employee is requested to work overtime on Friday, he/she may choose to work such overtime on Saturday or Sunday, provided, however that work performed in this regard on Saturday or Sunday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

ARTICLE 8 – HOLIDAYS

8.01: (a) All Employees will receive straight-time pay for New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. To qualify for Holiday pay, an Employee must, unless ill or excused by Management, work or stand ready to work for the regular work day preceding and the regular work day following the day on which the holiday is observed.

(b) Effective February 15, 1991 – One additional paid holiday will be observed by the Company. This holiday will be a floating holiday and may be designated by mutual consent between the Company and the Employees. Should any additional statutory holidays be declared by the Federal or Provincial Government, it shall replace this floating holiday so as to maintain a maximum of eleven (11) Holidays per year.

(c) An employee who works on a Statutory Holiday will receive his Statutory Holiday pay as provided under Clause (a) above, and in addition, will be paid two (2) times his regular rate for the hours worked, except with respect to work done by a night shift in a job office running regular night shift when the night previous to such holiday shall receive the double time rate of pay.

8.02: When any of the above holidays fall on a Saturday or Sunday, they will be observed on the Friday or Monday, except that when Christmas Day and Boxing Day fall on Saturday and Sunday, those days may be observed consecutively either immediately preceding or following the weekend. Employers will give one (1) week's notice of days on which such holidays will be observed.

8.03: If any of the holidays named above for which an Employee is entitled to be paid falls within the period of an Employee's annual vacation, an extra day shall be added to the said vacation or the Employee allowed an extra day's pay.

ARTICLE 9 – VACATIONS:

9.01: (a) All Employees covered by this Agreement shall be entitled to annual vacation with pay according to the following schedule:

Two (2) weeks after one (1) year of employment.

Three (3) weeks after three (3) years of employment.

Four (4) weeks after ten (10) years of employment.

Five (5) weeks after twenty (20) years of employment.

* years of employment based on anniversary date

9.02: Where the employment of the Employee is continuous, but he has not completed a year's employment in any year, he shall receive an annual vacation with regular pay on a pro-rata basis, calculated in the following manner:

No. of days							
Vacation Entitlement	X	Days Worked	=	Vacation Entitlement		No. of	

90% of Regular Work Days						For That Year	

Provided however, that layoffs of up to ninety (90) days shall be considered as continuous employment.

9.03: For the purpose of calculating vacations, service must be continuous.

9.04: An Employee who has worked less than one (1) year and leaves his present employment, an amount equal to 4% regular pay for the period of his employment, shall be paid, less any vacation benefits received.

9.05: If the employment of an Employee is terminated, he will be paid on termination for vacation credits between the anniversary date of his employment and the date of his termination.

ARTICLE 10 – SANITARY REGULATIONS:

10.01: The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of all departments; and all machines and apparatus operated in the plant from which dust, gases or other impurities are produced or generated, shall be equipped in such a manner as to protect the health of the Employees.

ARTICLE 11 – SEVERANCE PAY:

11.01: In the event the Employer terminates the employment of an Employee, such Employee shall be granted severance pay in accordance with the provisions of the Employment Standards Code.

ARTICLE 12 – SICK PAY:

12.01: Employees who from the date of employment have been employed by the Employer for a period of not less than one (1) year shall be entitled to five (5) days' sick pay in any calendar year, plus two (2) days per year, accumulative to a maximum of twenty-five (25) days. If more than five (5) days' sick pay is drawn during the course of any one year, the number of days in excess of five (5) for which sick pay is drawn in such a year, shall be deducted from the Employees' total accumulated sick leave, and the Employee shall be entitled thereafter to draw sick pay up to the balance of the accumulated days remaining plus the two (2) days per year addition thereto, to a maximum of twenty-five (25) days.

12.02: The accumulated days of sick pay shall be at full pay and, where applicable, make up the difference between weekly indemnity payment (under the Group Insurance Plan) and the Employee's regular pay.

(a) The Employee must render to his or her Employer a medical certificate, duly signed by a medical practitioner, stating inability to work.

(b) One (1) working day without pay must elapse from the date of the medical certificate before the Employee becomes entitled to receive sick pay.

(c) Sick Leave Payment Breakdown:

An Employee entitled to five (5) days sick leave, and who has taken seven (7) or more consecutive sick days:

Day 1 _____ No Pay
Day 2 _____ Full pay by Company
Day 3 _____ Full pay by Company
Day 4 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 5 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 6 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 7 and after _____ Full pay by Group Insurance Plan only

This now uses up all five (5) days sick leave at full pay, Day 7 and after would be Group Insurance Plan benefits only.

(d) Sick leave breakdown on accumulated days from past service with no sick leave taken. Hypothesis: five (5) days accumulated plus five (5) days for present year. Total sick leave ten (10) days.

Day 1 _____ No pay
Day 2 _____ Full pay by Company
Day 3 _____ Full pay by Company
Day 4 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 5 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 6 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 7 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 8 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 9 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 10 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 11 _____ Full pay split \$ Group Insurance Plan Balance Company
Day 12 _____ Full pay by Group Insurance Plan only

This now uses up all ten (10) days sick leave at full pay. Day 12 and after would be Group Insurance Plan benefits only.

ARTICLE 13 – GROUP INSURANCE:

13.01: The Employer agrees to contribute sixty percent (60%) of the cost of contributions for the present group insurance plan with any balance of contributions to be paid by the employees. All present benefits will be maintained.

13.02: (a) Employer will reimburse full cost of eye examination every 2 years for employees only upon receipt of examination.

(b) \$200.00 every 2 years to be reimbursed to employee only on proof of purchase for prescription contact lenses or eye glasses.

13.03: Basic Alberta Health Care Plan Paid (NOT APPLICABLE AT PRESENT)
- 60% Employer
- 40% Employee

13.04: 2 staff members to be in committee with management once per year to discuss group benefit plan.

ARTICLE 14 – BEREAVEMENT LEAVE:

14.01: employees of the Employer shall be granted a leave of absence at no loss in pay, provided they have been employed for three (3) months, as follows:

(a) In the event of the death of the Employee's spouse (including common-law), children, father, mother, brother or sister, an Employee shall be granted five (5) days without loss of pay for those family members listed in (a).

(b) In the event of the death of an Employee's mother-in-law, father-in-law, grandchild, grandfather, grandmother, son-in-law or daughter-in-law, an Employee shall be granted three (3) days without loss of pay for those family members listed in (b).

(c) In the event of the death of an Employee's brother-in-law and sister-in-law, an Employee shall be granted three (3) days **unpaid** with time off to not be unreasonably withheld.

14.02: This leave of absence shall commence between the day of the death and the day of the funeral, inclusive.

ARTICLE 15 – NO-STRIKE PROVISION:

15.01: The company agrees that it will not cause or direct any lockout of its Employees and the Union agrees that there will be no strikes or action which will stop or interfere with production. It being understood, however, that the Union reserves the right of its members to refuse to execute any struck work received from or destined to, a printer that is involved in a lawful strike or lockout.

ARTICLE 16 – NEW EQUIPMENT AND RETRAINING:

16.01: It is recognized that it is within the scope of Management’s authority to introduce technological change and the Employer agrees to give the members of the Union first opportunity to retrain on new processes introduced within the jurisdiction of the Union.

16.02: In the event of introduction of new equipment or processes, the Employer agrees it will not lay off any Employee where there is a job within the jurisdiction of the Union for which the Employee can be retrained, without first affording the Employee the opportunity of retaining.

16.03: Conditional on Employer pre-approval, the Employer will reimburse the cost of (after shift) Educational Training Courses (textbooks & course) pertaining to an Employee’s job classification upon completion of a passing grade.

ARTICLE 17 – MANAGEMENT RIGHTS:

17.01: The Union acknowledges that it is the exclusive function of Management to operate and manage its business in all respects; to maintain order, discipline and efficiency; make and alter from time to time reasonable rules and regulations to be observed by Employees, providing such rules and regulations are not in conflict with this Agreement: to direct the working force; to prescribe methods, processes and means of production and handling and to select, promote, demote, transfer, lay off, because of lack of work, discipline or discharge any Employee; provided that any discipline or discharge may be subject to grievance procedure; it being acknowledged that the above do not exclude other rights that are not enumerated and are not abridged by any term herein.

17.02: The Employer shall not exercise its right to direct the working force in a discriminatory, inequitable or unfair manner.

ARTICLE 18 – LAYOFF, DISCIPLINE, DISCHARGE:

18.01: The Employer shall give all permanent Employees with one (1) or more years of service, two (2) consecutive working days notice of lay off or two (2) days pay.

18.02: The Company shall supply a copy of all disciplinary notices to the Employee, the Shop Steward and the Union, and upon request, an Employee may view his personnel file. After the completion of twenty-four (24) months, without violation of similar nature, all records of disciplinary notice will be removed from the employees personnel file. The Company may refuse the amnesty where the infraction giving rise to the documentation involves dishonesty, intoxication or a breach of trust.

18.03: Seniority shall be lost for any of the following reasons:

- (a) if the employee voluntarily leaves the employ of the Employer.
- (b) if the employee is discharged for just cause and is not reinstated pursuant to the provisions of the grievance procedure.
- (c) In the event of a layoff for a period longer than ninety (90) days

ARTICLE 19 – RECOGNITION OF BARGAINING AGENT:

19.01: The Employer recognizes the Union as bargaining agent for a unit of Employees comprising all production Employees of the Company at its plant located at 18105-107 Avenue Edmonton, Alberta, excluding Managerial Employees, Office Employees, Salesmen and those employed in a confidential capacity in matter relating to labour relations.

ARTICLE 20 – SCALE OF WAGES:

20.01: The minimum scale of wages to be paid to Journeyman Employee covered by this Agreement shall be as follows; Employees coming after the scope of this Agreement shall be included within one of the following classifications:

	June 15/16
All letterpress	26.95
11” x 17”	24.99
20" x 29"	33.14
Bindery #1	29.67
Bindery #2	20.56
Digital Desktop 1	18.73
Digital Desktop 2	23.71
Digital Desktop 3	28.92
New Employees*	Alberta minimum wage

*New Employees are defined as persons entering the trade or joining the Local after February 15, 1988. New Employees will be on a probationary period of 12 months after which the rate of pay will be equal to the current Employee rate of Bindery #2 as applicable to Apprentices.

20.02: Any new scale of wages resulting from the re negotiation of this contract pursuant to the provisions of Article 2, shall be effective on the day following or retroactive to the day following the expiration of this Agreement.

20.03: Each Employee shall be classified in his/her classification as spelled out in the Collective Agreement. No reduction shall be made in his/her classification rate when he/she is employed in excess of one (1) hour in a classification which has a higher rate of pay, he/she shall be paid the rate of the higher classification for the time worked in that higher classification

ARTICLE 21 – PENSIONS:

21.01: Effective June 15, 2014 – The Employer will contribute \$9.50 per shift worked. Including vacations, paid holidays, bereavement leave or any other straight-time shift for which the Employee receives compensation.

ARTICLE 22 – UNION SECURITY:

22.01: It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of the Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in Union. The above clauses apply to shops currently employing members of Unifor Local 780G, on this work.

22.02: The Employer agrees to employ only members of the Union to perform all work within the jurisdiction of the Union, except when the Union cannot supply competent Employee on request, with the understanding such Employees shall register with the Union immediately, and in any case, must apply for membership in the Union within thirty (30) days.

22.03: If Employees are obtained from other sources, and they are members of another Union, the Union agrees that such Employee will not be denied membership by reason of such other Union affiliation, provided that the said Employee will resign from the other Union, if it claims the same work jurisdiction as claimed hereunder.

22.04: Each pay period the Employer shall deduct membership dues from the earnings of each Employee covered by this Agreement, to the extent that such deductions have been authorized in writing by the Employee, and shall remit said funds on a monthly basis, to the Secretary-Treasurer of the Union on or before the 13th of the month.

ARTICLE 23 – RULES OF OPERATION:

23.01: The Union agrees to furnish competent work persons and its members agree to comply with the conditions enumerated herein during the life of the Agreement. The Employer agrees to employ only members of the Union to cover all positions which this contract contemplates.

23.02: Apprentices or Assistants shall not operate a press unless under the direction of a Journeyman.

23.03: Pooling of hours shall be and is prohibited (Pooling of hours shall be construed to mean the practice of working fewer hours than the Agreement calls for on certain days, giving the time saved to another day when the work necessitates additional time, such to be given to the office before overtime is charged.)

23.04: No Employee is permitted to make private arrangements with his or her Employer which will in any way abridge the current working Agreement.

23.05: Apprentices may not leave the employ of his/her Employer to go to another Employer, unless he has permission of the Union and the Employer concerned.

ARTICLE 24 – SENIORITY:

24.01: In the event of a decrease in staff in any department, this shall be accomplished by first laying off the last person employed in the department. Should there be an increase in staff, this shall be accomplished by reinstating the “laid off” employees in reverse order providing that employees remain available for work (for purposes of this clause, employees must be capable of doing the work required). Employees shall have the right to recall without interruption of seniority for a period of ninety (90) days.

24.02: Apprentices shall be required to be registered with the Unifor Local 780G and complete the correspondence courses provided for the particular facet of the industry he is employed in.

24.03: A Pressman is a qualified Journeyman in charge of one or more printing presses, who has worked as an Apprentice Pressman.

ARTICLE 25 – JURISDICTION:

25.01: The Unifor Local 780G jurisdiction applies to the Pressrooms and related departments as described herein, operated by the Employer, and the Union’s jurisdiction extends over all printing presses operated in said Pressrooms, including but not limited to gravure, offset and letterpress printing presses and associated devices. It is understood also that the jurisdiction of the Union begins with the burning of the offset plate and includes all folding, perfect binding, automatic collating and tipping machine where such operations are attached to and become a part of the operation of the press.

25.02: It is acknowledged that the G.C.I.U. and the A.T.U. have entered into an agreement dated the 28th day of March 1973, which agreement is identified as the “Jurisdiction Agreement”, and which agreement is adopted herein and made part of this agreement. The G.C.I.U. agrees with the employer to carry out the terms of the said agreement. Furthermore, it is understood that the jurisdiction of the union will include offset preparatory work, camera and darkroom operations and associated processes, providing that this will apply only to those plants where such work is being performed by members of the union and where these practices are in effect as of the date of this agreement.

ARTICLE 26 – UNION LABEL:

26.01: The Union Label is the exclusive property of the Unifor and its use is authorized only with the express direction and consent of Unifor upon execution, of, and compliance with, the standard Union Label License Agreement in quadruplet.

ARTICLE 27 – MANNING PROVISIONS:

27.01: All offset presses shall require at least one man per press at all times, and all phases of the preparatory work will be under the supervision of a Journeyman.

The minimum of Pressmen and Assistants to be employed on offset presses in operation shall be as follows:

- 1 press under 17” x 22” shall require one (1) Assistant or Apprentice Pressman.
- 2 presses, one 17” x 22” and one under 17”x22” shall require one (1) Pressman and one (1)

Assistant or Apprentice Pressman.

- All presses from 17”x22” up to 36 shall require one (1) Pressman to each press.
- Two-colour press under 30” shall require one (1) Pressman.
- Five-colour press shall require one (1) Pressman and adequate floor help (as required)

27.02: If during the life of this Agreement, presses of sizes or types not covered by this Agreement shall be introduced, the rate of wages and the complement of men for such presses shall be determined by mutual consent of the Union and the Employer, or on failure to agree, shall be settled in accordance with the Grievance and Arbitration provision contained in this Agreement.

ARTICLE 28 – DEFINITIONS:

Bindery #1 All parts of ruling; all parts of finishing; setting-up and the operating of cutting machines, folding machines, perfect binding machines, automatic collating machines, tipping machines, combination gathering machines, stitching machines and trimming machines.

Bindery #2 The hand-folding of all books and pamphlets: feeding and taking off of ruling machines, folding machines, rotary perforators, perfect binding machines and automatic collating and tipping machines, combination gathering machines, stitching machines, and trimming machines, and all hand operations, including all small bindery equipment normally operated by Bindery #2.

Digital Desktop 1

Person must:

- be proficient in using the Macintosh operating system including loading and uploading fonts, file management, all keyboard shortcuts, and basic troubleshooting including extension conflicts and desktop rebuilding.
- be an advanced user of a page layout program (ie. Quark, Pagemaker Indesign) and have a working knowledge of all features and all keyboard shortcuts.
- be capable of editing one color bitmap images in Adobe Photoshop, one and two colour vector drawing in Adobe Illustrator or Freehand, printing files to proof, downloading files from Bulletin Board, e-mail and internet.
- Plate making duties
- have proficient knowledge on one and two colour work, 2up, and step to repeat.
- have basic layout and design skills and minimum typing speed of 50 wpm.

Digital Desktop 2

In addition to achieving all the skills of Digital Desktop 1 Operator, the person must

- have a familiarity with the PC operating system including the ability to load and unload fonts, do file management, and use all keyboard shortcuts.
- have intermediate knowledge of the features of the additional page layout programs.
- have proficient knowledge and understanding of all aspects of 4 colour process and imposition.
- and understand all aspects of trapping and be able to apply using available software.
- be able to create vector drawings in Adobe Illustrator, Freehand, or Corel Draw
- be able to edit 4 colour images in Adobe Photoshop.
- understand and know how to execute all aspects of file backup and archival.

Digital Desktop 3

In addition to achieving all the skill sets of a Digital Desktop 2 Operator, the person must know:

- and understand the relationship between 1 pi, dpi and ppi and how it relates to issues of file size, quality and print speed.
- how to scan 1 bit art images, 8 bit grey scale images and 32 bit colour images.
- how to set highlight, midtones, and shadow on one and 4 colour scans.
- how to set curves for duotone and tritone scans and how to adjust colour, hue and saturation on 4 colour scans.
- how to determine scanner setup and software settings for scans.

**SIGNED, SEALED AND DELIVERED ON THE _____ DAY
OF _____ 2016**

ABC PRESS (1979) LIMITED

UNIFOR, LOCAL 780G
