

COLLECTIVE AGREEMENT

between

A3H IMAGING INC.

and

UNIFOR, LOCAL 591G

Effective: JULY 1, 2024 TO JUNE 30, 2027

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COLLECTIVE AGREEMENT

Between

A3H Imaging Inc., hereinafter called the “Company”,

And

The Unifor, Local 591G hereinafter called the “Union”.

This Agreement is entered into between A3H Imaging Inc., a Company organization under the provisions of the Ontario Labour Relations Act and Unifor, Local 591G, as representatives of employees hired under this Agreement and signifies the desire and intent of both to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours, and other working conditions, to prevent strikes and lockouts, and to promote the mutual interest of the Company and their employees, for the good and welfare of the employees and the economy and efficiency of the operation of the Company, and to eliminate waste, strife and misunderstanding for the maximum benefit of both.

This Agreement shall be effective from the first day of July 1, 2024, to June 30, 2027.

Article 1 – Recognition

1.01 The Company recognizes the Union as the exclusive bargaining agent for journeymen pressmen, apprentice pressmen, press assistants and apprentices employed under this Agreement.

Article 2 - Jurisdiction

2.01 The jurisdiction of this Agreement extends to presses and related equipment normally operated by Employees described in Article 24 (Definition) of a Company within the geographic jurisdictional area of Unifor, Local 591G at the date of signing of this Agreement, who recognize by signature this Agreement with the Union. Jurisdiction of the Union extends to all printing presses employed in pressrooms of the said Company, including but not limited to: gravure, letterpress, lithographic and proof presses, and further includes only the following lithographic preparatory operations and the related equipment when used to perform photographic product thereof film assembly, opaquing and platemaking, but the jurisdiction granted by this Agreement shall not include any presses or lithographic preparatory processes or the equipment used in such processes which at the time of signing of this Agreement are either covered by other union agreements or are not under agreement with any union.

- 2.02 It is further understood and agreed that the Company covered by this Agreement who does not at the time of signing this Agreement have lithographic presses in their pressrooms and/or lithographic preparatory departments covered by this Agreement and who may during the term of this Agreement contemplate the installation therein of lithographic presses and/or lithographic preparatory equipment will, prior to such installation, give the Union opportunity to supply help to the employee satisfactorily qualified to operate such presses and/or lithographic preparatory equipment under the terms and conditions of Articles 3, 4 and 5. In the event the Union cannot supply satisfactorily qualified help within two (2) working days, the Company may employ from any other source. It is further agreed that, should the Union satisfactorily man such presses and/or lithographic preparatory equipment, such new presses and/or lithographic preparatory equipment shall be deemed to be covered by the conditions of this Agreement. However, it is to be understood that, if the Company operating lithographic presses at the time of signing of this Agreement under contract with another union or not under contract with any union subsequently installs lithographic preparatory processes or the equipment used in such processes, such processes or the equipment used in such processes will not come under the terms of this Agreement.
- 2.03 It is understood and agreed that in the Company in which there are lithographic presses and/or lithographic preparatory processes or the equipment used in such processes which are presently manned by members of this Union, the Union is to have jurisdiction over such presses and equipment, including the replacement of presses or equipment by photocopiers and all electronic and digital printing equipment, provided competent operators can be supplied by this Union.
- 2.04 If a member of another craft union is employed to operate a lithographic press in a pressroom, or lithographic preparatory processes or the equipment used in such processes in a lithographic preparatory department, under Section 2.03 of this Article, where the Employees are now members of the Union, the hiring of such Employee shall not affect the status of the pressroom or lithographic preparatory department under Article 4 of this Agreement.
- 2.05 In the event the member of the other craft union so hired leaves the employ of the Company, the conditions of Article 4 shall be observed.
- 2.06 The Company shall grant a Leave of Absence, without pay, to an Employee for the purpose of attending meetings or committees to which they are elected or delegated by the Union, providing seven (7) calendar days of notice have been given by the Employee to Management.

Requests for such leave of absence shall not be unreasonably denied.

Article 3 - Union Membership

- 3.01 Any employee who as of the effective date of this Agreement, is a member of the Union in good standing or who may become a member during the life of this Agreement, shall as of condition of employment, continue such membership to the extent of paying the regular monthly Union dues uniformly required of Union members as a condition of retaining membership in the Union.
- 3.02 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on or before the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.
- 3.03 If membership of any employee shall be terminated because of a failure to tender initiation fees or Union dues, then within ten (10) days after written notice from the Union, the Employer shall discharge such employee.

Article 4 - Hiring New Employees

- 4.01 In those pressrooms and/or lithographic preparatory departments where the Journey Presspersons, Apprentice Presspersons, Assistants, Apprentices and Employees working in classifications covered by this Agreement are now members of the Union in good standing, the Company agree to employ in the pressroom only members of the Union, provided the Union can furnish suitable help. Where the Union is unable to supply suitable help within two (2) working days and other help is available, such persons shall apply to the Union for a working permit before being permitted to work. The Union shall issue a thirty (30) day working permit which, at the request of the Company, may be extended by up to two (2) additional thirty (30) day working permits pending action on an application for membership and report as to the applicant's competency.
- 4.02 The employment of apprentices shall be governed by the regulations set out in.
- 4.03 A probationary period of up to three (3) months will apply to the hiring of all new employees, during which period the Employee, Company or the Union may terminate the employment relationship without notice or explanation, subject to the provisions of the Employment Standards Act.
- 4.04 The grievance and discharge arbitration and seniority provisions of this Collective Agreement shall not apply to any Employee until after their probationary period is complete.

More particularly, the discipline or termination of a Probationary Employee shall be at the sole discretion of the Company and such discipline or termination shall be deemed to be for reasonable cause and not reviewable by an arbitrator under the provisions of this Collective Agreement or otherwise.

Article 5 – Collection of Union Dues

- 5.01 All employees covered by the terms of this agreement shall be required to pay regular dues for the duration of the Agreement.
- 5.02 New employees are to be told, on hiring, by the company as a condition of employment that within the first sixteen (16) days, to pay an amount equal to the regular monthly Union dues and the Employer agrees to withhold weekly a stated amount as uniformly required by all Union members.
- 5.03 Such amount will be determined by Union resolution, a certified copy of which will be remitted to the Employer concerned.
- 5.04 The Employer will remit monthly to the Union Local concerned, the amounts so deducted not later than the twentieth (20th) of the following month.
- 5.05 If the Employer is in default in making payments required under this article for more than thirty (30) days, the Employer shall be liable for and agrees to pay, such legal, court and/or other cost incurred in the Collection Proceedings and the Union may taken any action it deems advisable, notwithstanding any provisions of this Agreement.

Article 6 - Production Not Limited

- 6.01 The parties agree that no arbitrary limitations shall be placed upon the productive efforts of any individual or group of workers.

Article 7 - Grievance Procedure

- 7.01 Whenever a difference arises between the parties as to the interpretation, application or administration or alleged violation of this Agreement, it shall be subject to appeal according to the following procedures:

Step 1

The Employee(s) shall submit the difference in writing directly to the Foreperson or person in charge of the group concerned and a decision will be rendered in writing within three (3) working days.

The Employee(s) may have the assistance of their Chapel Chairperson.

Step 2

If the Foreperson's decision is not satisfactory it may, within three (3) working days of receipt of such decision, be appealed in writing by the Employee(s) to the Superintendent, who will render a written decision within three (3) working days.

The Employee(s) may have the assistance of their Chapel Chairperson.

Step 3

If the Superintendent's decision is unsatisfactory, the dispute may within three (3) working days of receipt of such decision, be appealed in writing by the Employee(s) to a Grievance Committee consisting of two (2) representatives of the Company and two (2) representatives of the Union. This Grievance Committee shall, within five (5) working days, attempt to resolve the dispute before it.

No person directly concerned in the decision referred to in Steps 1 and 2 above shall serve as a member of the Grievance Committee. All decisions made at this step shall be in written form.

Step 4

If a decision is not reached by the Grievance Committee within the five (5) working days called for in Step 3, the dispute may within seven (7) working days thereafter, be submitted to arbitration.

- 7.02 All disputes, except Policy or Discharge grievances, shall be subject to the above procedure and must be presented in the manner set forth within fifteen (15) working days of their occurrence. Policy Grievances shall commence at Step 3 of Article 7.01. Policy Grievances are defined as those grievances alleging a misinterpretation of this Collective Agreement.
- 7.03 Time limits established in the foregoing sections of this Article may be changed by mutual consent of the parties.
- 7.04 Meetings for the processing of Grievances shall be scheduled by agreement of proper representatives of the Company and the Union.
- 7.05 It is understood that the Company Grievances shall be considered as Policy Grievances and shall commence with Step 3 of Article 7.01.
- 7.06 In the event an Employee claims they have been unjustly discharged, they may present a Grievance in writing through the Union within three (3) working days of such discharge. The processing of such Grievance shall commence at Step 3 of Article 7.01.

Article 8 – Arbitration

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the arbitration board. The two (2)

appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. Notwithstanding the foregoing, on agreement between the parties, a single Arbitrator may be substituted for the Board of Arbitration set out herein. In which case, the President of the Union and the Company or their designate, shall within five (5) days select an impartial Arbitrator.

The Arbitration Board, or the single Arbitrator as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.

The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

- 8.02 Time limits established in the foregoing Article may be changed by mutual consent of the parties.
- 8.03 The Arbitration Board shall have no authority in any way to alter, modify or extend this Agreement or to make any decision inconsistent with its terms and provisions.
- 8.04 Each party shall be responsible for the expense and compensation of its member of the Board. The expenses and compensation of the impartial Chairperson shall be shared equally between the parties.
- 8.05 Special Collection and Arbitration Procedures
- a) Notwithstanding anything contained in Sections 8.01 to 8.04 above, a failure of the Company to carry out its obligations, including making its required contributions under Article 36, Communications, Energy and Paperworkers Union of Canada, Local 100-G Benefit Trust Fund, Article 34, of this Agreement may, as an alternative to Sections 8.01 to 8.04, be referred to arbitration by the Union, Employer or Trustees of the said plans, using the procedures set out in this Section.
 - b) There shall be no time limit within which a Grievance must be filed or a matter may be referred to arbitration. Any breach by the Company of its obligations to the Plans referred to in this Section under a prior Collective Agreement between the parties shall be deemed to be a breach of this Collective Agreement, and the procedures set out in this Section may be used in grieving and arbitrating such breach.
 - c) The Union, Company and Trustees, or their agents, may submit a written notice of default to the Company by registered mail, with a demand for payment of contributions and compliance with any other provisions of the

plan. Such notice shall be considered to be the filing of a grievance under this Section.

The notice shall be deemed to have been received by the Company on the third day after the day on which it was mailed.

- d) If the Company fails to make its required contributions or otherwise fails to comply with the Plan within ten (10) days after the date of the notice, the Grievance Procedure shall thereupon be exhausted and the Grievance may be referred at any time thereafter by the Union, Company or Trustees, or their agents, to final and binding arbitration.

- e)
 - i) The Union, Company or Trustees shall give reasonable written notice to the Company of their desire to arbitrate pursuant to this Section, and shall state the date, time and place fixed for such arbitration;

 - ii) The Trustees or such committee or sub-committee as the Trustees may appoint, shall appoint an Arbitrator(s) to conduct the arbitration. Such Arbitrator(s) may include, but are not limited to a Company Trustee, Union Trustee, former Trustee, former Official, Officer or Employee of the Union, or a Company which is a party to the Trust Agreement being arbitrated, or otherwise bound thereto. An Arbitrator(s) appointed pursuant to this Section may hear arbitrations relating to one or more plans and one or more Company concurrently or as the Arbitrator(s) may determine. A Trustee appointed as arbitrator may hear arbitrations involving any or all the plans to which the Company is required to contribute;

 - iii) The Arbitrator(s) shall have full authority to hear any matter before them by the Union, Company or Trustees. The decision of the Arbitrator(s) shall be final and binding on the Union, Company, and Trustees;

 - iv) The Arbitrator(s) shall have the authority to order the Company to perform its obligations pursuant to this Agreement and may in addition to ordering the Company to make all contributions owing, order the Company to pay interest on overdue contributions at such rate as determined by the Trustees; pay reasonable counsel fees incurred, or to be incurred by the Trustees in the collection of such delinquent amounts, including the counsel fee for the arbitration, pay the fees to the Arbitrator(s), pay other reasonable costs incurred in the collection of the delinquencies, pay liquidated damages in an amount equal to twenty percent (20%) of the total of all amounts found to be delinquent as determined by the Arbitrator(s) to be due and owing. The Company acknowledges and agrees that the liquidated damages will be used to defer administrative costs arising out of the delinquency of the Company and acknowledges the costs to be actual and substantial though difficult to ascertain, however, the Company acknowledges that these costs are a minimum of twenty percent (20%) of amounts found to be delinquent and waives the necessity of any additional proof thereof.

Without limiting the generality of the foregoing, the said sum is on account of damages resulting from:

1. Inconvenience and burden imposed on the Trustees;
 2. Loss of any benefits, monetary or otherwise, to any Employees; and
 3. Loss of benefits and the use of any funds in connection with the Company's failure to comply with the terms and conditions of the relevant Trust Agreement and Collective Agreement.
- v) For the purposes of sub-section iv), "reasonable counsel fees" shall mean all reasonable counsel fees in the amount for which the Trustees become legally obligated, including the fees for recovery of liquidated damages, audit costs, filing fees, and any other expenses incurred by the Trustees;
- vi) Any arbitration order or award determined under this Section may be filed by the Union, Company or Trustees pursuant to Section 48 (18) of the Ontario Labour Relations Act.
- f) The Union, Company or Trustees may take any other action they deem advisable to enforce the obligations of a Company as set out in this Section notwithstanding any other provision of this Agreement.

Article 9 - Strikes or Lockouts

- 9.01 In view of the provisions for the orderly settlement of Grievances set out above, there shall be no Lockouts by the Company, or any Strike, Sit-Down, Slow-Down or Suspension or Interruption of work during the term of this Agreement.

Article 10 - Struck Work

- 10.01 The Company agrees that Employees covered by this Agreement will not be asked to execute struck work temporarily transferred from any Company whose employee members of Unifor are engaged in a legal strike which has been sanctioned by Unifor. This does not preclude the execution of work transferred from a struck plant by a customer or the completion of any contract work in progress outside a struck plant before any such strike occurs.

Article 11 - Management Functions

- 11.01 The Union acknowledges that it is the exclusive function of management to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, discharge, classify, transfer, promote, demote or discipline Employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an Employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as provided; and
 - c) Generally, to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.
- 11.02 The Union acknowledges that Union rules must not conflict with the terms and conditions of this Agreement.

Article 12 - Hours of Work and Related Conditions

- 12.01 The regular work hours for all Employees covered by this Agreement shall be thirty-five (35) hours per week, both Day and Night shifts, as follows:
- a) Only when customer demands make it necessary, the Company may have the option of scheduling five (5) equal Day or Night shifts in each week of seven (7) hours each, Monday to Friday inclusive,

otherwise,

four (4) shifts Monday through Thursday of seven and one-half (7½) hours shall be worked. Friday shifts of five (5) hours shall be worked without a lunch period. On short Friday shifts, the Day, Afternoon and Night shifts may be butted. On short Friday shifts, the Day shift may start earlier.
 - b) Hours of work for Plant Holidays shall be adjusted in accordance with Article 16.06.
- 12.02 Upon agreement between the Company and a majority of its Employees, the hours of work may be four (4) consecutive shifts of eight and three-quarters (8¾) hours which may be worked Monday through Thursday, or Tuesday through Friday. The Employees of the Company seeking to establish a four (4) day work week shall have the assistance of a Union Officer prior to taking a vote. The regular hours of work for the Day shift on a four (4) day work week schedule shall be completed between the hours of 7:00 a.m. and 5:30 p.m.

- a) Should a Plant Holiday occur on an Employee's non-working day or off day, the Holiday shall be given on the scheduled work day preceding or following the Plant Holiday, or the day on which it is observed and shall be paid for according to the provisions in Article 16.
- b) Should an Employee be required to work on the day determined as their Plant Holiday, they shall be paid according to the provisions of Article 18.
- c) Should an Employee be required to work on their non-working day or off day, they shall be paid overtime at double their regular rate for all hours worked.
- d) The Company may schedule the four (4) day week for minimum periods of four (4) weeks. Seven (7) days notice shall be given to Employees required to change from the four (4) day work week to the four and one-half (4½) or five (5) day work week.

12.03 The Day shift shall be completed between the hours of 7:00 a.m. and 4:45 p.m. except in cases where the short Friday is worked.

The hours of working during the Day shift may be varied by the Company for each Employee, provided that in the changing of the shift hours:

- a) The lunch period shall not be increased from the regular lunch period in effect in the department.
- b) The regular hours of work shall not be varied during a work week (Monday to Friday).
- c) Prior to the end of their last scheduled shift, the Employee(s) shall be advised of any change of hours for the following week.

12.04 For the Night shift, the hours of work shall be between the quitting time and starting time of the Day shifts.

12.05 In a week in which a Plant Holiday (Article 16) is observed, the second Night shift normally required to work on the night prior to a Holiday, may change this shift to the Sunday prior to the holiday. Such shift is to commence at the regular starting time and shall be paid for at the regular Night shift rates. This provision for exchange of shifts shall only be applicable on a plant wide basis (Press Room staff) and with the majority approval of those Employees concerned, as determined by a ballot vote conducted by the Chapel Chairperson and a representative of the Company.

12.06 Plants operating on a three (3) shift basis shall have the option, at the request of the Company or a majority of the Employees concerned with the approval of the Company, of commencing their work week at 12:00 o'clock midnight on Sunday or 2:30 a.m. Monday, in which case this would be the short shift of the Night shift as defined in

12.01 and 12.02, on a department-wide basis in periods of not less than two (2) weeks with one week's notice of change.

12.07 Where an Employee changes from Day shift to the Night shift or vice versa at the Company's request, they shall not lose wages through any loss of time due to such changeover during any one week, and in case Employees are changed over from one shift to another, they shall be given at least ten (10) hours off between shifts, or overtime rates to apply on the second shift.

Article 13 - Night Shift Premium

13.01 Shift workers shall receive a Premium over the basic day rate. Said Premium shall apply to paid hours earned in the event of overtime being worked on an Afternoon or Night shift.

The Afternoon and Night shift Premium shall be the one spelled out in the Collective Agreement, i.e. Article 28 - Complement of Personnel and Wages, and will reflect the absolute differential dollars paid on May 1, 2008 and will remain in effect for the duration of the Agreement.

Article 14 - Temporary Advancement

14.01 In the event of an Assistant being moved up to a higher classification in case of emergency to cover a job, the Employee so moved up shall, after one full working day, be paid the full rate for the job they are covering except that a qualified Employee classified by the Union or the Company as a Journey Pressperson shall be paid the full rate immediately.

Article 15 - Daily Hours

15.01 Employees shall not be required to accept less than one full scheduled shift on any week day with the following exceptions:

- a) Where a short shift has been arranged by previous notice;
- b) If excused at their own request;
- c) When discharged for cause;
- d) In case of an emergency due to uncontrollable conditions;
- e) An Employee reporting for work on their regular shift without previous notice that their regular work is not available, will be given a minimum of four (4) hours pay at their regular rate.

Article 16 - Plant Holidays

16.01 The following Plant Holidays shall be observed:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

When Christmas falls on a Friday, Saturday or Sunday, Boxing Day may be observed on the regularly scheduled work day before or after the day on which Christmas Day is observed, at the discretion of Management.

The Company also agrees to institute two (2) Floating Holidays per calendar year to be taken on a date mutually agreeable to the Company and the Employee(s) concerned. It is agreed that Floating Holidays may not be carried forward from one calendar year to the next. Plant Holidays shall be paid at the Employee's regular rate when not worked.

16.02 A Plant Holiday for Night shift workers is normally observed on the night of a Plant Holiday. However, it may be observed on the eve of the Holiday by mutual agreement of the Company and a majority of the Employees covered by this Agreement.

A plant operating under the option provided for in Article 12.05 may, at the option of the Company, observe it's Holiday on the first shift of the actual holiday (12:00 midnight or 1:45 a.m. to 8:00 a.m.).

16.03 An Employee shall not be paid for Plant Holidays not worked under the following conditions:

- a) The Employee is absent, for any reason, from work the full working day before and the full working day following the day on which the Plant Holiday is observed, except where arrangements have been made with the Foreperson or Superintendent, or if late due to conditions beyond the normal control of the Employee that have been justified to the satisfaction of the Company;
- b) The Employee is absent for more than thirty (30) working days immediately preceding the Plant Holiday for any reason;
- c) The Employee is laid off more than two (2) working days prior to a Plant Holiday;
- d) The Employee has not completed thirty (30) working days of continuous service with the Company immediately prior to the observance of the Plant Holiday or prior to any layoff occurring within two (2) working days of the Plant Holiday.

- 16.04 For the purposes of this Article, new Employees with less than ten (10) working days' employment with the Company prior to the Plant Holiday will not be eligible for Plant Holiday pay.
- 16.05 The July 1 Holiday, Dominion Day, falling on a Tuesday, Wednesday or a Thursday may be observed by the Company on the Monday or Friday of the week in which the holiday occurs. The Company shall give two (2) weeks (14 days) notice with a minimum of one week's (7 days) notice of the day on which the Holiday will be observed.
- 16.06 Should a Plant Holiday be observed on a Friday, the short shift, five (5) hours, shall be worked on the preceding work day.

Article 17 – Saturday, Sunday Plant Holiday

- 17.01 When any of the above Holidays fall on a Sunday, the Holiday shall be observed on the following Monday. When any of the above Holidays fall on a Saturday, the Holiday shall be observed on any one of the following:
- a) The preceding Friday,
 - b) The Saturday, or
 - c) The following Monday.

If observed on a Saturday, the Employee shall receive a regular day's pay in lieu thereof. When any of the above named Holidays fall on a Saturday, the Company shall give two (2) weeks (14 days) notice with a minimum of one (1) week (7 days) notice to their Employees of the day on which the Holiday will be observed.

Article 18 - Plant Holidays When Worked

- 18.01 Employees who are eligible for payment for a Plant Holiday as set out in Article 16 and who are required to work on such Plant Holiday, shall be paid at double the regular rate and shall be given a day off with pay on a day mutually satisfactory between the Employee and Management.

Article 19 - Vacations with Pay

- 19.01 A Vacation Schedule shall be posted in each plant by April 1st of each year. Any changes from the periods posted shall only be made due to extenuating circumstances with the mutual agreement of the parties concerned. Vacation credits shall not be used to cover layoffs without the mutual agreement of the Employee(s) concerned and the Company.

- 19.02 All Employees covered by this Agreement still in the employ of the Company shall receive vacations with pay on the following basis, provided that if any such Employee has been absent because of illness, accident (other than provided by the Ontario Workers' Compensation Act, in which case it will be limited to one vacation period), or leave of absence for more than 375 hours during the twelve (12) months preceding July 1 of the current year they shall receive vacations with pay pro-rated in accordance with Article 19.03.
- a) Less than one (1) year as of July 1 of the current year - 4% of gross earnings as vacation with pay. The vacation period shall be pro-rated according to the number of days' pay or major fraction thereof to which the Employee is entitled.
 - b) One (1) year of service with the Company as of July 1 of the current year - three (3) weeks (15 days) vacation with pay at the Employee(s) regular weekly earnings.
 - c) Five (5) years of continuous service with the Company as of July 1 of the current year - 4 weeks (20 days) vacation with pay at the Employee(s) regular weekly earnings.
 - d) Thirteen (13) years of continuous service with the Company as of July 1 of the current year - 5 (five) weeks (25 days) vacation with pay at the Employee(s) regular weekly earnings.
 - e) For plants operating on a four (4) day week, fifteen (15) days vacation shall mean twelve (12) shifts, twenty (20) days shall mean sixteen (16) shifts and twenty-five (25) days shall mean twenty (20) shifts.
- 19.03 In the event of permanent severance of employment, an Employee will be paid vacation credits from the previous July 1 on the following basis: (refer to Article 19.02)
- a) 4% of gross earnings
 - b) 6% of regular earnings
 - c) 8% of regular earnings
 - d) 10% of regular earnings
- 19.04 All Employees shall be permitted to select up to two (2) weeks of their vacation during the prime time of July and August by mutual agreement between the Employee and the Company.
- 19.05 The third, fourth and fifth weeks of vacation shall be arranged by mutual agreement between the Employee and the Company and shall be posted at the request of the Employee.
- 19.06 Notwithstanding the provision of Articles 19.04 and 19.05, three (3), four (4) or five (5) weeks of continuous vacation may be mutually arranged between the Employee and the Company provided that no other Employee is deprived of their right to vacation as provided in Article 21.04.

19.07 All vacation credits are earned in the twelve (12) month period, or part thereof, commencing on July 1st of the year before the calendar year of entitlement. Vacation credits earned during this period must be taken as vacation in the calendar year of entitlement, which commences six (6) months after the commencement of the earning period, and shall not accumulate from one calendar year to another.

It is further understood that vacation pay will be repayable to the Company in the event that an Employee leaves the Company permanently for any reason prior to earning the vacation credits for which vacation pay has been received by the Employee.

19.08 In the event a paid vacation is taken during a period which includes a Plant Holiday, such Holiday will not be counted as vacation and another day off with pay shall be granted, or the day of return may be one day later, or the vacation may commence one day earlier subject to agreement between Company and Employee.

19.09 Throughout this Article July 1 shall mean July 1 or the first regularly scheduled workday following it.

19.10 Vacation Pay - Shift Workers

This policy to be established to ensure the adequate and equitable payment of vacation wages to all Employees who are involved on shifts other than Day shift.
Vacation wages will be paid on the following basis:

- a) **Night Shift** - Basic Wage Rate plus shift premium
- b) **Swing Shift** - 50% at basic day rate; 50% at basic day rate plus shift premium
- c) **Day Shift** - Basic Day Rate

An Employee is considered to be a Night Shift Worker if they have worked in excess of 80% of their time on either the Afternoon or Night shifts which are normally worked between the hours of 4:00 p.m. and 8:00 a.m.

An Employee is considered to be a Swing Shift Worker when they rotate regularly from Day to Afternoon or Night shifts usually in periods of one week, two weeks or months, or a person who does not classify as a Day Shift or Night Shift Worker.

An Employee is considered to be a Day shift worker if they do not work Afternoon or Night shifts in excess of 15% of their time.

19.11 The foregoing provisions are subject to the minimum requirements of the Employment Standards Act (Ontario) current during the life of this Agreement.

19.12 All Employees at time of temporary layoff shall have the right to request the Company retain any vacation pay to which they may be entitled until such time as the Employee requests payment.

- 19.13 Vacation pay shall be paid to each Employee prior to the commencement of vacation, subject to the condition for repayment set out in sub-article 20.07.
- 19.14 In the event of a cessation of operations, earned vacation credits shall be deemed wages earned and shall be paid forthwith.

Article 20 - Overtime Rates and Conditions

- 20.01 Employees recognize that customer demands may make Overtime production work necessary. The Union agrees that it will not permit any concerted ban on Overtime. However, Overtime shall not be considered as being compulsory.
- 20.02 All work done on Saturdays, Sundays and Plant Holidays shall be paid for at double the regular rates.
- 20.03 Overtime rates shall be time and one-half for the first three (3) hours, and double time after the first three (3) hours on each shift. Overtime to be computed on each day or night's work, provided the total regular shift hours have been worked in their entirety. Overtime, if required, shall commence immediately following the completion of the regular shift hours. Should an Employee be late or absent for any part of their regular shift, except as requested by the Company, it is understood that the equivalent of the missed time worked before the normal starting time or following the normal quitting time will be paid at straight time. No transfer of press personnel shall be made to take advantage of this clause.
- 20.04 Ordinarily, Overtime is time worked within the first four (4) hours after the completion of the regular shift hours, except where the Employee, with Management's consent, is willing to extend this period or where lateness is justified to the satisfaction of the Company. Overtime, if required, shall commence from the regular quitting time. No transfer of press personnel shall be made to take advantage of this clause. Work done before the starting of the regular shift hours shall be regarded as overtime, providing it does not exceed one half shifts, in which event it will be considered as a change in shifts.
- In the event of weekend Overtime there shall be a minimum of three and one-half (3½) hours of work provided.
- 20.05 Unless mutually agreed otherwise by the Employee(s) and the Company, ten (10) hours shall be allowed off between the quitting time of any Overtime period and the starting time of the next regular shift or Overtime rates will apply. The difference between ten (10) hours and the actual interval allowed between shifts shall be paid for at the overtime rates of the Employees(s) next regular shift.
- 20.06 It is agreed that the starting time of the Afternoon or Night shifts on the last regular shift of the work week shall not be changed to commence later than the starting time of that shift on the preceding day.

Article 21 - Notice of Overtime

- 21.01 Reasonable notice that Overtime work is required shall be given in all cases, and Employees shall not be required to work more than one (1) hour of overtime unless a thirty (30) minute interval is allowed for lunch.

Article 22 - Notice of Layoff

- 22.01 Twenty-four (24) hours notice of Layoff shall be given. An Employee shall be entitled to one (1) full shift after completion of their regular shift on which the notice is received before the Layoff shall be effective. All recalls from Layoff shall be reported to the Union Office.
- 22.02 Temporary Layoffs shall be reported to the Chapel Chairperson by the Company.
- 22.03 Termination subject to the provisions of Employment Standards Act (Ontario) current during the term of this Agreement.
- 22.04 A Record of Employment (ROE) form must be issued to an Employee at the time of Layoff or mailed to the Employee by the conclusion of the next regular office day.
- 22.05 Employees shall not be terminated during a continuous period of illness of twenty-four (24) months.

Article 23 - Rotation of Pressroom Personnel

- 23.01 In the general interest of all concerned, the Company agrees wherever possible, to provide the opportunity to their Employees at their regular prevailing rates during the period of rotation, to learn the operation of the various types of presses and processes within the jurisdiction of this Agreement to the end that they will, through versatility, be of more value to the industry.

Article 24 - Definitions of Classifications

- 24.01 A Journeyperson is one who has completed the prescribed term of apprenticeship and may be classified in any of the following categories:
- a) Letterpress Pressperson;
 - b) Offset Pressperson;
 - c) Offset Preparatory Pressperson (Cameraperson, Film Assembler, Opaquer or Platemaker);
 - d) Photocopier Operator; and
 - e) Electronic & Digital Operator.

- 24.02 An Apprentice Pressperson shall mean one who is employed in a pressroom as an Assistant who has been given the opportunity of taking charge of a press or as an offset preparatory worker. Immediately on taking charge of a press or on assuming the duties of an offset preparatory worker, such Apprentice, if a member of the Union, shall be registered in the applicable Apprentice Pressperson's course. Apprentices shall be paid in accordance with Schedule "A" of Article 29.
- 24.03 It is understood and agreed that Apprentice Pressperson shall not normally be required to operate multi-colour presses, until such time as they have completed at least 50% (1½ years) of their period of apprenticeship.
- 24.04 Employees who, at the date of signing of this Agreement, are classified as Apprentice Presspersons and who are operating presses as Presspersons at full Pressperson's rates shall receive the same wage increases as provided for Presspersons.
- 24.05 The classification of Press Assistant (Feeder) shall mean an Assistant to a Journeyperson. Such Assistant shall have not less than two (2) years' experience and be capable of assisting in make-ready and operation of a press.
- 24.06 An Apprentice Assistant shall mean one who is beginning the trade and does not fully qualify as an Assistant, but who is learning with the objective of becoming a Press Assistant (Refer to 29) or an Apprentice Pressperson in Offset Preparatory. All Apprentice Assistants shall be under the supervision of a Journeyperson unless a Journeyperson is unavailable.

Article 25 - Ratio of Apprentices

- 25.01
- a) The ratio of Apprentice Assistants (Apprentice Feeders) shall not exceed one (1) for every four (4) Journey Presspersons and Apprentice Presspersons regularly employed, or a major fraction thereof;
 - b) Notwithstanding 25.01 a), every shop may employ one (1) Apprentice Assistant (Apprentice Feeder) if a Journey Pressperson is regularly employed, provided the Union shall have the right to refuse the employment of an Apprentice Feeder in a plant where there is insufficient staff, equipment or opportunities for proper training, subject to the review of the Joint Apprenticeship Committee on application from the Company concerned;
 - c) Apprentice Assistants (Apprentice Feeders) shall be interchangeable with Press Assistants, provided every reasonable effort has been made to obtain a qualified Press Assistant (Feeder) and such is not available.
- 25.02
- a) The ratio of Apprentice Presspersons shall not exceed one (1) for every four (4) Journeymen Presspersons regularly employed, or major fraction thereof;
 - b) Notwithstanding 25.02 a) above, every Company may employ an Apprentice Pressperson if a Journey Pressperson is regularly employed.

25.03 The provisions of 25.01 c) above shall not be used to interfere with the Apprentice's attendance to the course of instruction administered by the Joint Apprenticeship Committee.

Article 26 - Joint Apprenticeship Committee

26.01 The Joint Apprenticeship Committee shall be composed of one (1) representative of the Company and one (1) representative of the Union. All Apprentices employed under this Agreement shall be registered with the Apprenticeship Committee.

26.02 The functions of this committee shall be to prescribe qualifications necessary for indenture, to establish a schedule of training for each period of apprenticeship and generally to supervise and administer the training and advancement of apprentices within the industry.

26.03 Apprentice Assistants will be drawn by the Company through the Joint Apprenticeship Committee from eligible students attending a school or schools approved by the Joint Apprenticeship Committee.

Apprentice Assistants drawn from such approved school or schools will be granted credits toward their period of apprenticeship according to the following schedule:

- Four (4) months credit as an apprentice assistant after successful completion of a one year course at such approved schools,
- Nine (9) months credit as above after two years,
- Fifteen (15) months credit as above after three years

26.04 In the event that a suitable Apprentice Assistant is unavailable from an approved school, the Company through the Joint Apprenticeship Committee may obtain Apprentices from any other source, provided that each Apprentice shall comply with the regulations established by the Joint Apprenticeship Committee from time to time.

26.05 In the event that an Apprentice is to apply to a school or college in order to follow their Apprenticeship, they must first notify their Company and obtain permission to do so. If he successfully passes the session, the Company will reimburse the apprentice 50% of such fees. The Apprentice must show proof of fees as well as their successful results.

Article 27 - Definitions of Presses

27.01 **Job Presses** are defined as job cylinder presses taking a sheet size 15" x 22" or smaller, and including all platen presses.

- 27.02 **Duplex and Perfecting Presses** or similar types are defined as web or sheet-fed presses capable of printing two sides of sheet in one operation.
- 27.03 **Offset Presses** are defined as presses which incorporate the planographic process as a method of production.
- 27.04 **Letterset Presses** are defined as offset lithographic presses which incorporate the use of wraparound relief plates.
- 27.05 **Proof Presses** are defined as presses capable of producing quality, quantity, reproductions and transparency proofs for the use of the customer.
- 27.06 **Web Offset Presses** are defined as presses which incorporate the planographic process and are roll fed and deliver the printed product either folded or rewound to a roll.
- 27.07 **Production Photocopier**
- 27.09 **Electronic and Digital Press**

Article 28 - Complement of Personnel and Wages

		July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2023
		3%	3%	3%	
Letterpress 28.01	All Platen, Cylinder, Proof and Letterset Presses				
	Pressman	\$ 37.53	\$ 38.66	\$ 39.82	\$ 36.44
	Assistant	\$ 34.37	\$ 35.40	\$ 36.46	\$ 33.37
Offset 28.02	Offset Presses – One Colour Offset Presses Under 14” x 20”				
	(a) 1 Press – 1 Job Pressman or 1 Apprentice Pressman	\$ 35.54	\$ 36.61	\$ 37.71	\$ 34.50
	2 Presses – 1 Job Pressman or Apprentice Pressman and 1 Assistant or Apprentice Assistant	\$ 34.81	\$ 35.85	\$ 36.93	\$ 33.80
		\$ 34.10	\$ 35.12	\$ 36.17	\$ 33.11
	(b) Heidelberg GTO 1 Pressman	\$ 37.64	\$ 38.77	\$ 39.93	\$ 36.54
28.03	Offset Presses 14” x 20”				
	1 Press – 1 Job Pressman or 1 Apprentice Pressman	\$ 37.64	\$ 38.77	\$ 39.93	\$ 36.54
	2 Presses – 1 Job Pressman or Apprentice Pressman and 1 Assistant or Apprentice Assistant	\$ 37.64	\$ 38.77	\$ 39.93	\$ 36.54
		\$ 34.10	\$ 35.12	\$ 36.17	\$ 33.11
28.04	Offset Presses, over 20” up to and Including 33”				
	1 Pressman	\$ 38.88	\$ 40.05	\$ 41.25	\$ 37.75
28.05	Offset Presses, over 33” up to and Including 42”				
	(a) Over 33” up to, but not Including 38”				
	1 Pressman and	\$ 39.18	\$ 40.36	\$ 41.57	\$ 38.04

	1 Assistant				
	or Apprentice Assistant	\$ 34.72	\$ 35.76	\$ 36.83	33.71
	(b) 25" x 38" and 30½" x 42"				
	1 Press – 1 Pressman	\$ 39.71	\$ 40.90	\$ 42.13	38.55
	1 Assistant				
	or Apprentice Assistant	\$ 34.72	\$ 35.76	\$ 36.83	33.71
28.06	Offset Presses – Two Colours				
	Under 14" x 20" (2-Colour Attachment)				
	1 Press – 1 Job Pressman	\$ 36.57	\$ 37.67	\$ 38.80	35.50
	or 1 Apprentice Pressman				
	2 Presses – 1 Job Pressman	\$ 36.57	\$ 37.67	\$ 38.80	35.50
	or Apprentice Pressman				
	and 1 Assistant	\$ 34.81	\$ 35.85	\$ 36.93	33.80
			Day	Day	Day
28.07					
	Over 20" up to, but not including 24"				
	Multi 2-Colour Perfector				
	Rotoprint 2-Colour				
	Tandemer				
	Davidson 700				
	1 Pressman to each Press	\$ 37.00	\$ 38.11	\$ 39.25	35.92
28.08	24" up to and including 30"				
	1 Pressman to each Press				
	(a) 24" up to and including 25"	\$ 79.08	\$ 81.45	\$ 83.89	76.78
	(b) Over 25" up to and including 30"	\$ 40.71	\$ 41.93	\$ 43.19	39.52
28.09	Over 30" up to, but not including 38"				
	Under 14" x 20" (2-Colour Attachment)				
	(a) 1 Pressman and	\$ 43.23	\$ 44.53	\$ 45.87	41.97
	1 Assistant	\$ 36.84	\$ 37.95	\$ 39.09	35.77
	(b) 38" up to and including 42"				

	1 Pressman and	\$ 43.55	\$ 44.86	\$ 46.21	\$ 42.28
	1 Assistant	\$ 37.02	\$ 38.13	\$ 39.27	\$ 35.94
28.10	Over 42" up to and including 54"				
	1 Press – 1 Pressman and	\$ 44.01	\$ 45.33	\$ 46.69	\$ 42.73
	1 Assistant	\$ 37.04	\$ 38.15	\$ 39.29	\$ 35.96
28.11	Offset Press – Three Colours				
	3-Colour Rotary Forms Press				
	1 Pressman to each Press	\$ 42.84	\$ 44.13	\$ 45.45	\$ 41.59
28.12	Offset Presses – Four Colours up to and including 26"				
	(a) 1 First Pressman	\$ 44.95	\$ 46.30	\$ 47.69	\$ 43.64
	1 Second Pressman	\$ 42.78	\$ 44.06	\$ 45.38	\$ 41.53
	An Assistant to be assigned to the press as the nature of the work requires				
	(b) 1 First Pressman	\$ 44.96	\$ 46.31	\$ 47.70	\$ 43.65
	1 Second Pressman	\$ 42.78	\$ 44.06	\$ 45.38	\$ 41.53
	1 Assistant	\$ 37.55	\$ 38.68	\$ 39.84	\$ 36.46
	When the press is operating as a 2-Colour press (using two units only), the manning may be reduced by withdrawing the services of the Second Pressman providing it will not result in a reduction of staff.				
	Over 54" up to and including 63"				
28.13					
	1 First Pressperson	\$ 47.13	\$ 48.54	\$ 50.00	\$ 45.76
	1 Second Pressperson	\$ 45.39	\$ 46.75	\$ 48.15	\$ 44.07
	1 First Assistant	\$ 37.55	\$ 38.68	\$ 39.84	\$ 36.46
	1 Second Assistant	\$ 37.02	\$ 38.13	\$ 39.27	\$ 35.94
28.14	Web Offset Press 3 Unit, 6 Plat up to 38" wide				
	First Pressperson	\$ 43.27	\$ 44.57	\$ 45.91	\$ 42.01
	Second Pressperson	\$ 41.98	\$ 43.24	\$ 44.54	\$ 40.76

28.15	Offset Preparatory	\$ 42.34	\$ 43.61	\$ 44.92	41.11
	Apprentice Pressperson				
	Apprentice Assistant				

* See Article 29, Schedule A for Apprentice Pressman percentages

** See Article 29, Schedule B for Apprentice Pressman percentages

Afternoon shift Premium is \$2.75 over the basic hourly day rate; and the Night shift Premium is \$3.00 over the basic hourly day rate.

Article 29 - Apprentice Pressperson and Apprentice Assistant Rate Schedules

Rate Schedule "A" - Apprentice Pressperson (Refer to Article 25.02)

Wage rates shall be based on the following percentages of the press being operated or the offset preparatory rate:

1 st 6 months.....	90.0%
2 nd 6 months.....	91.5%
3 rd 6months.....	93.0%
4 th 6 months.....	94.5%
5 th 6 months.....	96.0%
6 th 6 months.....	97.5%

Commencing the fourth year, they shall receive the full Journeyperson rate.

An Assistant, on registration as an Apprentice Pressperson, shall not be required to accept a lesser rate than their current rate as an Assistant. They shall maintain an Assistant's rate until an increase is required in accordance with the above rate schedule.

Rate Schedule "B" - Apprentice Assistants (Refer to Article 25.06)

Based on the following percentages of the rates provided for in Article 28.04.

1 st 6 months.....	40%
2 nd 6 months.....	50%
3 rd 6 months.....	60%
4 th 6 months.....	75%
Commencing 3 rd Year.....	Full Assistant's Rate

Article 30 - RRSP Plan

30.01 Effective the first full pay period, upon ratification, the Employer and each Employee covered by this collective agreement shall contribute to the RRSP Plan with La Capitale (paid for regular hours only and no overtime hours shall apply) according to the following schedules:

Effective July 1, 2024 to \$108.00

Article 31 – CEP Local 100-G Benefit Trust Fund

31.01 Effective the month following ratification of this Agreement, the Company shall pay **\$549 per month**, (July 1, 2024 - June 30, 2025). **576.07 per month**, (July 1, 2025 – June 30, 2026). **593.35 per month** (July 1, 2026 – June 30, 2027), including tax, on behalf of each employee covered by this Agreement to the CEP Local 100-G Benefit Trust Fund, hereinafter referred to as the Benefit Fund, established under an Agreement and Declaration of Trust, administered by a Board of Union Trustees, for the purpose of providing life, temporary disability income, health and/or associated benefits for employees or their beneficiaries on whose behalf payments are made by the Company and for financing the expenses and operation and administration of the Benefit Fund. The Company shall make payments for as long as the employee's name is maintained on the Company's payroll but excluding payment for any periods of labour dispute while the employees are not working. The parties agree that participation in and coverage by the Benefit Fund may be extended to the employees of any other Company under contract with CEP Local 100-G and the full-time employees and officers of the Local Union and to the full-time employees and officers of any union entity or Company union entity, provided that payments are made on behalf of such employees or officers and to all others covered under the terms of the Agreement and Declaration of Trust.

31.02 All payments to the Benefit Fund shall be left on deposit with a Canadian Trust Company, or banking institution, appointed by the Trustees and shall be payable by cheque or other order for money to the administrator appointed by the Union Trustees for deposit with the aforesaid Trust Company or banking institution in Canada. Concurrent with the payment by the Company, the Company shall submit such reports as the Trustees deem necessary for the purpose of properly administering the Trust and payment of benefits. All payments by the Company required herein shall be due and payable within twenty (20) days of the first day of the month on behalf of all employees on the payroll of the company as at the first day of the month.

31.03 The Company agrees to be bound by the terms of the Agreement and Declaration of Trust, a copy of which is hereby acknowledged by the Company as having been received, establishing the aforesaid Benefit Fund, as the same may be amended from time to time, and further agrees to be bound by the rules, regulations and plans, other than the amounts stated above, as may be adopted by the Trustees from time to time.

- 31.04 The Union agrees that all rebate resulting from registration of the loss-of-income benefits with the Unemployment Insurance Commission shall be retained by the Company.
- 31.05 It is agreed that the Communications, Energy and Paperworkers Union of Canada, Local 100-G Benefit Trust Fund as defined in the Agreement and Declaration of Trust between the Communications, Energy and Paperworkers Union of Canada and the Trustees, separate and apart from this Collective Agreement, be continued and maintained.

Article 32 - Picket Line

- 32.01 Notwithstanding any other provision of this Collective Agreement, the failure or refusal of any Employee covered by this Agreement to cross any lawful Unifor picket line established in connection with a lawful Unifor strike by Employees at the plant being picketed for the purpose of processing work coming under the jurisdiction of the Unifor, shall not constitute a breach of this Agreement. The Company shall not discharge, discipline or otherwise discriminate against any such Employee.

Article 33 – Paid Education Leave (PEL)

- 33.01 The Company agrees to pay into a special fund an amount of fifty six dollars (\$56.00) per year per employee to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union, effective from the date of ratification for the A3H Imaging Inc. members only.
- 33.02 Payments will be sent to the Company to the following address:
Unifor Paid Education Leave Program
- 115 Gordon Baker Road
Toronto, Ontario
M2H 0A8

Article 34 - Bereavement Pay

- 34.01 A regular employee shall be entitled to a leave of absence with pay for a period not exceeding five (5) days, between Monday and Friday inclusive, in the event of the death of a spouse, children, mother, father, step-mother, or step-father for the purpose of attending the funeral. Such leave of absence shall begin on the day of death of the spouse, children, mother, father, step-mother, or step-father and end on the day of the funeral.
- 34.02 a) A regular Employee shall be entitled to leave of absence with pay for a period not exceeding three (3) days, between Monday and Friday inclusive, in the event of the death of a member of their immediate family for the purpose of attending the funeral. Members of the immediate family shall include father-in-law, mother-in-law, and grandchildren. Such leave of absence shall begin on the day of death of the spouse or children and end on the day of the funeral.
- b) Regular Employees for the purpose of attending the funeral of a sister, brother, sister-in-law, brother-in-law, step-mother, step-father, grandmother, grandfather or grandchildren shall receive a one full day's leave of absence without pay.

- 34.03 The Employee shall not receive any additional pay because the death and/or funeral occurred on a Plant Holiday, during their Vacation or during any Leave of Absence without Pay.
- 34.04 Regular Employees, for the purpose of this Article, are those Employees with thirty (30) working days of continuous service with the Company immediately prior to the date of the bereavement.

Article 35 - Jury Duty, Subpoenaed Crown Witness

- 35.01 The Company will pay an Employee who is required for Jury Duty or as a Subpoenaed Crown Witness for each day of service the difference between their regular straight time and the payment received for Jury Duty or as a Crown Witness. The Employee will present proof of Jury Duty or as a Crown Witness and the amount of pay received.
- When an Employee is excused from Jury Duty or as a Crown Witness for one-half (½) shift or more he must return to the plant and complete their regular shift.
- 35.02 For the purpose of this Article, Employees required for Jury Duty or as a Crown Witness shall be deemed to be on the day shift provided the Company has been given five (5) working days notice that the Employee has been called for Jury Duty or as a Crown Witness.

Article 36 - Safety Regulations

- 36.01 As a safety regulation, it is agreed that no Pressperson will be required to operate a press on a Night Shift or during an overtime period unless at least one (1) other person is within sight or easy calling distance.
- 36.02
- a) Wearing of safety footwear is a condition of employment under the terms of this Agreement.
 - b) For each Employee with less than one (1) year of continuous service, the Company shall pay the full cost of Safety Footwear.

Thereafter, the Company will reimburse each Employee up to a maximum of \$120.00 per year, which may be accumulated over a two (2) year period for the purchase of Safety Footwear on presentation by the Employee of proof of purchase. It is agreed that the Employee shall have the right to purchase Safety Footwear where they choose.
 - c) The Company agrees to provide necessary Safety Clothing to Employees who are required to work with, or handle materials which may be injurious to the persons so employed.
 - d) Employees, by this Agreement, may be members of any safety committee.

36.03 The Company shall make, or cause to be made, and shall maintain an inventory of all hazardous materials and all hazardous physical agents that are present in the workplace.

The inventory shall be made available to the Joint Health and Safety Committee or Worker Representative (Chairperson).

The inventory shall be posted in a conspicuous location.

Article 37 - New Equipment

37.01 In the event of the installation of new presses in press rooms covered by this Agreement which are the general type of equipment as any covered herein, but which are not specifically mentioned, the crewing and rates of such equipment shall be subject to negotiations.

37.02 Negotiations with respect to the crewing and rates shall be conducted between a representative of the Company, a representative of the party who negotiated this Agreement on the Company's behalf, and two (2) representatives of the Union. Negotiations shall commence no later than forty-five (45) days, where possible, before the expected delivery date of the new equipment. If no agreement is reached within twenty (20) days, the differences shall be submitted to an Arbitration Board forthwith.

37.03 In the event that no decision has been received from the Arbitration Board by the time the equipment is installed and ready for operation, following submission of the matters to the Arbitration Board, such equipment may be operated until final a decision has been given.

37.04 The Company agrees that present Employees shall, if suitable, be given the opportunity to be trained to operate such new equipment.

Article 38 - Technological Change

38.01 The Company and the Union recognize that during the term of this Agreement, Employees may require retraining due to technological change (equipment or offset preparatory operations).

38.02 Where an Employee is qualified for retraining, and the Employee is willing to participate in a programme of retraining, the Employee will be retrained in employment in preference to a new employee being hired for this position.

38.03 Employees being retrained under this Article may be paid in accordance with the rates set out in 38.04 during the period of retraining.

38.04 For the first six (6) months of the training period - 90% of full rate for the position being covered. The second six (6) months of the training period - 95% of full rate for the position being covered. Commencing the second year, the full rate will apply for the position being covered.

Article 39 - Unit Chairperson

- 39.01 The name of the Unit Chairperson shall be supplied by the Union to the Company, who shall be advised forthwith of any change. The number of Union Stewards shall be no more than three (3) in each Chapel.
- 39.02 The Company shall recognize the Unit Chairperson as the Union's representative in their plant, and through them shall attempt to resolve any differences concerning this Collective Agreement.
- 39.03 The Unit Chairperson shall not be discriminated against in the performance of their duties.
- 39.04 Should a Unit Chairperson desire to confer with a full time Union Officer regarding a matter under discussion, they shall be permitted to do so with the consent of Management, which shall not be unreasonably withheld.
- 39.05 A Unit Chairperson shall not be discharged except for good and sufficient reason, and if requested by them, the reason shall be given in writing.

Article 40 – Seniority

- 40.01 Providing an Employee is capable of performing the available work, seniority standing shall govern as between individual Employees in all cases of re-hiring or layoff of staff.
- 40.02 An Employee who is laid off out of seniority shall have the right to grieve such layoff.
- 40.03 Seniority standing shall be determined by the length of continuous service with the Company in the Press Room or Offset Preparatory Department.
- 40.04 The Company will provide a seniority list to the Union and the Chapel Chairperson every six (6) months.

Article 41 – Union Label Agreement

- 41.01 The Unifor Union Label is the exclusive property of Unifor (the National Union) and its use is authorized only by the express direction and consent of the National Union upon execution of, and compliance with, the National Union's Union Label License Agreement. A copy of that Agreement is attached to the collective agreement and must be recommended by the Local Union, executed by the Company and approved and signed by the National Union to be effective.
- 41.02 The Company may affix the Unifor Union Label on all work produced hereunder provided that the Union Label License Agreement has been complied with, is in full force and effect and has not been revoked or cancelled in accordance with the terms thereof.

41.03 Upon request by the Shop Steward, Local Union or National Union, the Company shall reveal the source of any work brought in to the plant from the outside. Where some work is done outside the plant, the Company shall advise the Shop Steward and Local Union (prior to affixing the Union Label on any such work) of the name of the plant where the work is to be sent for completion, and if the result of such inquiry is that the terms of the Union Label License Agreement are not complied with, the Label shall not be affixed.

Article 42 – Termination

42.01 This Agreement shall remain in effect until June 30, 2027 and unless cancelled or amended as hereinafter provided shall continue thereafter from year to year.

Article 43 - Sick Days

43.01 The Company shall provide up to three (3) paid Sick Days per contract year. Sick Days cannot be accumulated from one (1) contract year to the other.

Article 44 - Notice of Amendment or Cancellation

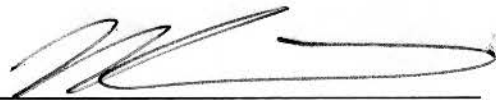
44.01 Notice of Termination of this Agreement or intention to negotiate amendments to this Agreement may be given by any of the contracting parties within ninety (90) days before its expiration date.

44.02 Negotiations, if requested, shall commence within ten (10) days after the date on which notice that negotiations have been requested has been given.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands and seals of their appropriate officers and representatives.

Signed this 24 day of April 2024.

For the Employer:



For the Union:



April Bissau
