## **COLLECTIVE AGREEMENT**

## Between

# PRINTWEST COMMUNICATIONS LTD.

## And

## **GRAIN & GENERAL SERVICES UNION BARGAINING UNIT 6.0**

From:

To:

January 1, 2011 December 31, 2013

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## **COLLECTIVE AGREEMENT**

Entered into this 1st day of January A.D. 2011

BETWEEN:

PrintWest Communications Ltd.,
Hereinafter called THE COMPANY

and

Grain and General Services Union Hereinafter called THE UNION.

WITNESSETH:

## Article 1- Scope

THE COMPANY recognizes THE UNION for the duration of this Agreement as the sole bargaining agent for the purpose of collective bargaining in respect to wages and other conditions of employment on behalf of the Company's employees within the following bargaining unit:

All persons engaged as office, administrative and clerical workers; in customer service; as sales representatives; and, in equipment service work and maintenance work, except the incumbents of the following positions: President; Vice-President Finance and Administration; Controller; Sales Manager; Production Manager; Manager, Purchasing and Plant Services; Press Room Foreman; Bindery Foreman; Composing Foreman; Lithographic Foreman; Mailroom Foreman; Private Secretary; and Casual Employees.

## **Definitions:**

- 1. <u>TEMPORARY EMPLOYEE</u> means an employee hired for a period of employment of less than ninety (90) days unless such period of employment is extended by mutual agreement between the Company and the Union.
- 2. <u>SERVICE WITH THE COMPANY</u> Service shall not include periods of casual employment, but shall include employment with the Western Producer Publications Division of Saskatchewan Wheat Pool and with MC Graphics. If employment with the Company is broken by resignation or termination of employment, service prior to such resignation or termination shall not be included in computing service with the Company. Temporary employment shall be considered as service with the Company only when it is continuous with subsequent regular employment.
- 3. CASUAL EMPLOYEE means:
  - (a) An employee engaged on a partial day and/or week on an irregular basis, or
  - (b) An employee engaged on a regular working day basis for a specific period not expected to exceed twenty (20) working days. Casual

employees found to have worked in category (b) for the major part of two (2) pay periods shall be considered probationary employees with time served applied to the probationary period.

- 4. <u>PROMOTION</u> shall mean the movement of an employee from a position to a position bearing a higher pay structure.
- 5. <u>DEMOTION</u> shall mean the movement of an employee from a position to a position bearing a lesser pay structure.
- 6. <u>TRANSFER</u> shall mean the movement of an employee from a position to another position bearing the identical pay maximum.

## **Article 2 - Spirit and Intention**

The spirit and intention of this Agreement is to maintain good and amicable relations between the Company and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto, and this Agreement is in no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.

## Article 3 - Recognition

- 1. The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, to fix wages within the terms of Schedule "A" (Article 26) hereinafter referred to, to transfer, promote, demote and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to reorganize, close, disband any Department or Sections thereof from time to time as circumstances and necessity may require, subject to the right of any employee concerned to lodge a grievance in the manner and to the extent hereinafter provided.
- 2. The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time, the rules and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.

## **Article 4 - Company Relations**

- 1. It is understood and agreed, inasmuch as the Company recognizes the Union as the employees' bargaining agency, as evidence of good faith, the Union assumes responsibility for its members in their relations with the Company and will use its best efforts to have the employees' responsibility under the contract carried out in letter and spirit and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Company.
- 2. The Company will not discriminate in its hiring and employment practices against persons by reason of age, race, creed, sex, nationality, ancestry or place of origin, political affiliation, union activity, marital status, or physical disability.

## **Article 5 - Maintenance of Membership**

- 1. The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees in the following categories:
  - (a) All employees for whom the Union has bargaining authority under this collective agreement, and
  - (b) All new employees under this collective agreement within thirty (30) days of commencement of employment.
- 2. Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of his/her employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union shall, as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 3. Membership dues or sums in lieu so deducted from salaries shall be paid monthly to the General Secretary of the Union within fifteen calendar days following completion of the last payroll period in the calendar month, remittance to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.
- 4. The Company shall furnish the General Secretary of the Union with staff change lists monthly, which shall include the name, location, classification, grade, salary, and effective date of all stage changes, including new hires.

#### Article 6 - Grievances

The Company and the Union agree to set up a Joint Standing Committee in the interests of resolving disputes. The Committee would consist of the Plant Manager or designate and one other manager, and the Union representative or designate and one other member of the bargaining unit. The mandate of the Committee is to find an acceptable resolution to the dispute.

The process set out above is without prejudice to the employee enacting their rights under this article (Article 6) and Article 7. The parties agree statements and/or proposed resolutions from the Joint Standing Committee shall not be used or referred to in the grievance/arbitration process.

The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process:

Formal grievances, whether individual or executive, shall be raised within thirty (30) days of the date on which the grievance becomes apparent, or ought to have become apparent. Grievances shall be in writing on the approved grievance form and shall be dealt with in the following manner without stoppage of work:

- STEP 1 The grievance shall be taken up with the first-line out-of-scope supervisor, who shall render a decision within three (3) working days of the receipt of the grievance. Executive grievances (those submitted by the Union organization rather than by an individual) and grievances which involve a dismissal or a suspension in excess of seven (7) calendar days, shall dispense with Step 1.
- STEP 2 Within seven (7) working days of the receipt of the decision in Step 1 in the case of individual grievances or within thirty (30) days of the date on which the grievance became apparent or ought to have become apparent in the case of executive grievances, the grievance shall be taken up with the Senior Vice President who shall render a decision within seven (7) working days.

In grievances which involve a dismissal or a suspension which exceeds seven (7) calendar days, the Company and the Union may combine steps two and three of the grievance procedure to expedite the matter.

- STEP 3 In the event that a decision is not rendered within seven (7) working days, or the decision does not lead to resolution in the view of the parties, the General Secretary of the Union or his/her designate shall immediately consult with the President of the Company or his/her designate. If settlement is not achieved with a further fourteen (14) working days it may be submitted to arbitration as hereinafter provided for.
- STEP 4 A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of decision at Step 3, or from the expiry of the time limits at Step 3, whichever is the earlier. Within seven (7) working days of receipt of such written notice, each party shall appoint an arbitrator. Within a further seven (7) working days the arbitrators shall meet and appoint a Chairperson to the Board. If the two arbitrators fail to agree and fail to appoint a Chairperson within seven (7) working days of their initial meeting, they shall request the Minister of Labour for Saskatchewan to appoint a Chairperson of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly.

Note: Time limitations in the preceding process may be extended by mutual agreement between the parties, provided that requests for extensions are made prior to the expiry of the time limitation. Such requests shall not be unreasonably denied.

Employees may have benefit of representation by Union officials at any of the steps in the procedure.

In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents which have been served upon the employee which the Company intends to use in regard to the specific grievance.

References to disciplinary matters shall be removed from the employee's personal file after two (2) years providing there have been no further incidents of the same or substantially similar nature during that two (2) year period, and such references, once removed, will no longer be admissible as evidence in any arbitration hearing.

#### Article 7 - Arbitration Board

- 1. The Arbitration Board established under Article 6 (Step 4) shall not have authority to alter or change any of the provisions of the Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of the Agreement, but it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to award a penalty or amend a penalty imposed by the Company.
- 2. The decision of the Board or a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. If there is no decision by a majority of the Board, then the decision of the Chairperson shall be similarly final and binding.
- 3. No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for the expenses and/or fees payable to its representative and for one-half (½) the expenses and/or fees payable to the Chairperson of Board.

## Article 8 - Group Life Insurance

- 1. All eligible employees who have completed ninety (90) days' service with the Company shall contribute to the Group Life Insurance Plan adopted by the Company and the Union, which is Group Life Insurance Plan G.L. 6279 referred to in Schedule B Group Life Insurance. Such contributions shall be made by payroll deduction in accordance with the terms and conditions of the Group Life Insurance Plan(s) outlined in Schedule B.
- 2. The Company and the Union agree to review jointly the Plan referred to in Section 1 above on an annual basis, including its performance, experience, and financial viability.

### Article 9 - Pension Plan

- 1. The Saskatchewan Wheat Pool/Grain Services Union Pension Plan, effective January 1, 1981, arises out of and forms part of the Collective Agreement between the Company and the Union. The Company and the Union developed a new defined contribution pension plan as a result of the departure from the SWP/GSU Pension Plan. The new plan, known as the GP2002-002 defined contribution plan, is administered by the Co-operators Life Insurance Company and became effective on August 1, 1997. The Plan provides that the Employer matches the employees' contributions of 5 percent to the fund.
- 2. Ninety (90) days from date of employment with the Company, all employees shall, as a condition of employment, participate in the Pension Plan.
- 3. Upon agreement between the Company and the Union and with his/her consent any employee may be retained in employment subsequent to his/her normal retirement date for a period not exceeding five years, in which case contributions to the Pension Plan will continue and the employee will continue to accumulate benefits which will not commence until actual retirement occurs.

## Article 10 - Sick Leave and Disability Income Plans

In the case of sickness, or disability arising out of sickness, all employees who have completed ninety (90) days or more continuous service with the Company shall be entitled to benefits in accordance with the following plans:

## (A) SICK LEAVE - PLAN A

- 1. Employees shall earn and accumulate sick leave credits on the basis of one and one-quarter (11/4) days per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be 250 (two hundred and fifty) working days.
- Employees who are entitled to payment of wages during sick leave, shall be paid at the rate of
  pay that would apply if the employee were not absent on sick leave to the limit of his/her
  accumulated sick leave credits and to a maximum of 119 (one hundred and nineteen) calendar
  days in any one illness.
- 3. All sick leave usage under this Plan shall be deducted from accumulated sick leave credits.
- 4. Employees on staff at July 1, 1972 shall retain sick leave credits accumulated to date under the former plan and shall earn and accumulate credits under the terms of this Plan from that date forward.
- 5. (a) Sick leave allowance payments shall not extend beyond normal retirement age.
  - (b) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 13, Leave of Absence.
- 6. Sick leave allowance payments for the first day of any sickness may be withheld at the discretion of the Company.
- 7. All recipients of sickness and disability allowance payments must provide, on request of the Company, medical reports of their condition.
- 8. The maximum period of sick leave on which vacation time shall accumulate shall not exceed two (2) months in any year.
- 9. Sickness and disability allowance payments under this Plan will not apply to any employee receiving compensation under the Workers' Compensation Act.

## (B) <u>EXTENDED SICK LEAVE - PLAN B</u>

- 1. Effective July 1, 1972, employees shall be eligible for extended sick leave benefits so as to provide benefits in the amount of 66% of regular earnings to a maximum earnings ceiling of the Unemployment Insurance Commission program at the time of disability, for
  - (a) the period of absence due to sickness in excess of a two-week waiting period in any one illness, or
  - (b) where sick leave credits in Plan A exceed two (2) weeks' benefits from this Plan shall commence at the expiration of sick leave credits in Plan A.

- 2. Maximum benefit payable in any one illness shall be for fifteen (15) weeks or for one hundred and five (105) calendar days.
- 3. Benefits under this Plan shall be reinstated immediately on return of an employee to work following an illness.
- 4. Benefits under this Plan shall not extend beyond normal retirement age.
- 5. The regular rate of pay which an employee is receiving at time of illness shall be used in determining benefits under this Plan.
- 6. All recipients of benefits under this Plan must provide, on request of the Company, medical reports on their condition.
- 7. The maximum period of sick leave and extended sick leave on which vacation time shall accumulate, shall not exceed two (2) months in any grain year.
- 8. Benefits under this Plan shall not apply to any employee receiving compensation under the Workers' Compensation Act.

## (C) <u>DISABILITY INCOME - PLAN C</u>

- 1. Employees who have completed ninety (90) days of continuous service with the Company, shall as a condition of employment become members of the Disability Income Plan C designated as Group Policy No. G.C. 6279 carried by The Co-operators.
- 2. Group Policy No. G.C. 6279 will provide a benefit of 60% of salary to a maximum monthly benefit of \$2,000.00.
- 3. Effective January 1, 1985, Group Policy G.C. 6279 will be amended to provide a contribution to pension equal to 10% of gross disability benefits.
- 4. Long Term Disability Premium to be paid by employees, administered as per previous practice. During the term of the Agreement members of the Union's bargaining unit shall decide whether to include a "contribution to pension feature" in the Disability Income Plan. Any increase in premiums on this account shall be paid by employees.

## (D) INTEGRATION OF BENEFITS OF PLANS A, B AND C

- 1. Benefits from the three plans the Sick Leave Plan A, the Extended Sick Leave Plan B, and the Disability Income Plan C shall be integrated.
- 2. Employees eligible for benefits under Sick Leave Plan A, and Extended Sick Leave Plan B shall be covered by benefits under the two plans for a period not to exceed one hundred and nineteen (119) calendar days in any one illness.
- 3. When the period of such illness exceeds one hundred and nineteen (119) calendar days, provisions of the Disability Income Plan shall apply from the one hundred and twentieth (120th) day of the illness.
- 4. The Company and the Union agree to review Plan B and Plan C on an annual basis, including their performance, experience, and financial viability.

## **Article 11 - Workers' Compensation**

- 1. In all cases of temporary total disability, as defined by the Workers' Compensation Board sustained by an employee as a result of an occupational accident, the Company agrees to continue to pay the employee an amount equal to his/her net earnings (after income tax) prior to injury during the period of such disability and negotiated increases whilst he/she is receiving full compensation from the Workers' Compensation Board, and retain the Compensation received from the Board.
- 2. In the event the Workers' Compensation Board reduces compensation payments below 100%, salary payments will be adjusted to the percentage of compensation as determined by the Board.
- 3. The maximum period under Workers' Compensation payments on which vacation time shall accumulate shall not exceed two (2) months in any year.

## Article 12 - Seniority

- No employee shall acquire seniority until he/she has completed satisfactorily a probationary period of ninety (90) days, at which time his/her seniority shall be retroactive to the date of hiring.
- 2. (a) In the matter of demotion and lay-off, seniority on a bargaining unit basis shall prevail subject to qualifications, ability and merit.
  - (b) Where it is elected by the Company to fill a vacancy to a position within the scope of this Agreement, the position shall be posted. In the selection process seniority on a bargaining unit basis shall prevail subject to qualifications, ability and merit. An applicant having more seniority than the appointed applicant may request reasons in writing for not receiving the appointment.
  - (c) Notwithstanding (b) the Company in its sole discretion may elect to fill a vacancy to a position within the scope of this Agreement by transfer. Employees may submit requests for transfer and the Company shall maintain such requests on a transfer list. The Union may make representation to the Company where the circumstances of the transfer in its view warrant such representation or where the Union feels that the transfer interferes with the rights accorded by this Agreement.
  - (d) Where the selection process described in (b) does not result in appointment being made, the Company may fill the position by other means.
  - (e) If an employee is given layoff notice, this employee shall be entitled to exercise seniority subject to qualifications, ability and merit to bump the most junior employee on a bargaining unit basis in the same pay grade. If this procedure does not result in the employee obtaining a position, he/she may exercise seniority, subject to qualifications, ability and merit to bump the most junior employee on a bargaining unit basis in a lower classification. An employee who is bumped shall also be entitled to exercise seniority on the same basis.
  - (f) An employee who receives a notice of layoff shall have the right to elect to be placed on layoff subject to recall to a subsequently vacant position in the same classification for which the employee has seniority.

- (g) While on layoff, an employee shall not be entitled to earn vacation leave or sick leave but he/she shall retain credits toward vacation leave and sick leave which he/she had accumulated up to the time of his/her layoff.
- (h) The laid off employee shall be entitled to remain on a layoff list for a period of 12 months without loss of seniority rights. If at the end of the 12-month period no work is available for him/her, his/her services shall be terminated.
- (i) Upon request, all employees on layoff will be advised in writing of any vacancies in the bargaining unit. It is the employee's responsibility to furnish the Company with his/her current mailing address.
- (j) Whenever possible, employees will be given 14 calendar days' written notice of layoff and recall. At no time shall they be given less than what is required under the Saskatchewan Labour Standards Act. The employee will have 48 hours from receipt of the notice of recall to advise the employer of his/her intent to return.
- 3. It shall be the policy of the Company in filling vacancies beyond the scope of this Agreement to give first consideration to present employees.
- 4. No employee shall have the right to exercise seniority rights to promotion beyond the bargaining unit to which he/she belongs.
- 5. An employee who is appointed to an out-of-scope position shall not accumulate seniority, but shall retain the seniority he/she earned prior to his/her appointment. Within one (1) year of such appointment he/she may exercise his/her earned seniority to return to his/her former inscope position, but after one (1) year he/she may exercise his/her earned seniority only to return to a vacant in-scope position graded not higher than that which he/she occupied prior to his/her out-of-scope appointment.
- 6. Employees who are laid off shall have the right to defer receipt of vacation pay until a time subsequent to recall to work. This does not imply they have a right to take vacation time after they return to work.
- 7. During the term of the Collective Agreement employees who are laid off work for reasons other than those covered by the Technological Change Adjustment articles shall receive an allowance from the Company, which together with Employment Insurance benefits shall equal 75% of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of the aforementioned allowance, (SEB) shall conform to the requirements of the C.E.I.C. and shall include the following provisions:

(a) An employee must have completed a minimum of 520 working days of service with the Company at date of lay-off in order to qualify for SEB benefits as follows:

520 working days = 13 weeks of benefits 780 working days = 20 weeks of benefits 1040 working days = 26 weeks of benefits.

(b) Supplemental Employment Plan benefits will be payable only to those employees on lay-off who are eligible for and, where applicable, have received Employment Insurance Commission benefits in each week of lay-off, and a week of lay-off means a period of seven (7) consecutive days commencing on and including Sunday.

- (c) An employee must apply to the Company and furnish the necessary proof of eligibility for Supplemental Employment Benefit Plan benefits in a manner acceptable to the Company.
- (d) An employee shall not be entitled to Supplemental Employment Benefit Plan benefits after
  - (i) (S)he has refused a call back to work in accordance with the provisions of the Collective Agreement.
  - (ii) (S)he is receiving sickness and accident indemnity payments under the Company plan, Worker's Compensation or severance pay in any week of lay-off.
- (e) The benefit level paid under this plan is set at 75% of the employee's normal weekly salary. It is understood that in any one week the total amount of SEB employment insurance gross benefits and any other earning received by the employees will not exceed 95% of the employee's normal weekly earnings.
- (f) No employee shall be paid Supplemental Employment Benefit Plan benefits for more than twenty-six (26) weeks.
- (g) The payment of benefits to employees on lay-off will be made by the employer on a "pay-as-you-go" basis separate from the regular payroll. Accordingly, on the winding up of the Plan there will be no funds for distribution.
- (h) Human Resources Development Canada will be informed in writing of any change to the SEB Plan within 30 (thirty) days of the effective date of the change. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SEB Plan.

#### Article 13 - Leave of Absence

- 1. Leave of absence without pay may be granted regular employees for valid reasons which shall include educational purposes, maternity, compassionate grounds, and prolonged illness after sick leave credits have been expended.
- 2. An employee shall be granted maternity leave and/or parental leave as provided in Subsections (a), (b), and (c) below.
  - (a) Full-time or part-time employees who are currently employed, and have been working for at least 20 weeks in the 52 weeks before the day the leave is to begin, are eligible to take maternity, adoption or parental leave. The Company shall not deny a pregnant employee the right to continue active employment during pregnancy provided the employee can supply, upon request, a medical fitness certificate.
  - (b) Required notice for leave:

#### (i) Maternity Leave

If the circumstances allow, an employee must give the Company four weeks' advance written notice before the day her leave is to begin. The notice must include the day on which the leave is to commence and a medical certificate indicating the estimated date for birth. An estimated date of return to work should be included in the notice.

## (ii) Adoption Leave

If the circumstances allow, an employee must give the Company four weeks' advance written notice before the day the adoptive child is to come into her/his care. If the employee is unable to give sufficient notice, whatever notice is given by Social Services, the adoption agency, or the birth parents must also be given to the Company. An estimated date of return to work should be included in the notice.

## (iii) Parental Leave

If the circumstances allow, an employee must give the Company four weeks' advance written notice before the day her leave is to begin. The notice must include the day on which the leave is to commence. If the employee is on maternity or adoption leave and is requesting parental leave, the written request must be submitted at least four weeks before the employee was to return to work. The new estimated date of return to work should be included in this notice.

## (c) Eligible period of leave:

## (i) Maternity Leave

An employee is entitled to 18 weeks of maternity leave and 34 weeks of parental leave. Maternity leave can be extended six weeks, for a total of 24 weeks, if there is a medical reason for not returning to work. A medical certificate is required to activate the six-week extension.

## (ii) Adoption Leave

Only one of the parents of an adoptive child, the primary caregiver, may take adoption leave. It is the responsibility of the parents to decide who will be the primary caregiver. Adoption leave is 18 weeks, beginning on the day the child becomes available for adoption. Employees who are eligible for adoption leave are also entitled to 34 weeks of parental leave.

### (iii) Parental Leave

3.

Parents who are not eligible for maternity or adoption leave are entitled to 37 weeks of parental leave.

- (a) Except in the case of maternity and/or parental leave, an employee on leave of absence shall not accumulate seniority, vacations or sick leave, but he/she shall retain the seniority, vacations or sick leave he/she earned prior to commencing his leave of absence.
- (b) Provided leave of absence does not extend beyond 52 (fifty-two) weeks, the employee may return to his/her former position; but should his/her leave of absence be of longer duration, then he/she may only exercise his/her seniority to return to a vacant position for which he/she is qualified, except that where leave of absence is for educational purposes, the period of six (6) months may be extended at the discretion of the Company to a period not in excess of twelve (12) months.

- (c) In the case of maternity and/or parental leave, the employee shall be entitled to return to his/her former position.
- 4. Employees on leave of absence shall be required to apply for an extension annually.
- 5. Leave of absence with pay chargeable to an employee's sick leave credit may be granted for matters of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to management. The application of Pressing Necessity Leave shall include attending to an employee's sick child. Requests may be rejected or granted to an extent considered to be fair and reasonable to management on the basis of the particular situation encountered.
- 6. In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on jury duty, shall be the employee's regular rate of pay for the day less jury duty fees receivable for that day.
- 7. After ninety (90) calendar days or more service, leave of absence with pay up to three (3) consecutive days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three day limit to five (5) days. Immediate family shall be defined to include only the employee's mother, father, step-mother, step-father, mother-in-law, father-in-law, spouse, partner (where she/he has resided with the employee for a period of 12 (twelve) months or more), daughter, son, step-daughter, step-son, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, spouse's grandparents, and grandchild.
- 8. In the event of a serious illness of a spouse, parent, or child, which requires the attendance of an employee, leave as provided for in Section 7 will be granted.

## **Article 14 - Probation and Termination of Employment**

- 1. On initial appointment or promotion all employees shall be required to serve a probationary period of ninety (90) days.
  - (a) The probationary period may be extended to one hundred and eighty (180) days by mutual agreement between the Company and the Union.
  - (b) Employees who fail to qualify on promotion during the probationary period shall revert to their former position without loss in seniority.

## 2. (a) <u>Probationary Employees</u>

Upon termination of employment or layoff by the Company for reasons other than just cause, the Company shall give the probationary employees seven (7) calendar days' written notice or the notice provided under the Labour Standards Act or salary in lieu thereof. Termination for just cause may be without notice.

#### (b) Regular Employees

Upon termination of employment by the Company for reasons other than

just cause, the Company shall give regular employees fourteen (14) calendar days' written notice or the notice required in the Labour Standards Act or salary in lieu thereof. Termination for just cause may be without notice.

- (a) Probationary employees may terminate their employment on seven(7) calendar days' written notice to the Company.
  - (b) Regular employees may terminate their employment on fourteen (14) calendar days' written notice to the Company.

## **Article 15 - Worker Adjustment Process**

- 1. In the event the Company plans to eliminate a position or positions due to technological change; or reorganization of operations as a result of change in processes; or contracting out work normally done by employees who are members of the bargaining unit; any of which results in the permanent layoff of employees, the Company shall give the Union and the employees a minimum of 90 calendar days notice of such. This article would not apply to situations where the company plans to eliminate a position or positions due to a down turn in business which would create a layoff.
- 2. The notice to the Union referred to above shall be in writing and shall state:
  - a) the reason for the permanent lay-off;
  - b) the effective date of such;
  - c) the approximate number and classifications of employees likely to be affected;
  - d) the effect that change is likely to have on the terms and conditions or security of employment of the employees affected;
  - e) the number of jobs and job classifications to be abolished and the number of new jobs and job classifications to be created by the change to the maximum extent that such information is then available.
- 3. The notice to the employees referred to above shall be in writing and shall state:
  - a) the reason for the permanent layoff;
  - b) the effective date of such;
  - c) the options available to the employee.
- 4. No lay-offs may become effective until after the notice period is complete.
- 5. Collective bargaining with respect to the scope and rate(s) of pay of new job classifications that may be created or revised job classifications shall be in accordance with this agreement.
- 6. Technological change shall be defined as:
  - a) the introduction by an employer into the employer's work, undertaking or business of

equipment or material of a different nature or kind than previously utilized by the employer in the operation of the work, undertaking or business;

- b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or
- c) the removal or relocation outside of the appropriate unit by an employer of any part of the employer's work, undertaking or business.

This Article is intended to assist employees affected by technological change and accordingly Section 43 of the Saskatchewan Trade Union Act with respect to Technological Change does not apply during the term of the Agreement.

- 7. When an employee is rendered redundant or displaced from his/her job, the following procedure shall apply:
  - a) The employee shall endeavor to obtain an alternate position by bidding on vacancies in accordance with Article 12; or
  - b) When a position or positions are available in the Company, but require(s) training an employee, the Company may offer training to an employee and they will be paid their current rate of pay until such time as they complete the training; or
  - c) The employee shall be entitled to exercise seniority to maintain employment in the bargaining unit; or
  - d) When the Company is unable to provide alternate employment through 7.a) to c), the employee shall exercise the option of accepting severance or being temporarily laid off subject to recall. The employee may defer the option of severance allowance until six months of layoff has lapsed or until the first recall to a position has occurred during that six month period, whichever occurs first.
- 8. Subject to section 7 above, an employee who receives notice of permanent layoff in accordance with this Article shall have the right to exercise the option of accepting severance. An employee who elects severance shall be entitled to two (2) weeks pay for each year of service, pro-rated for partial years. Service would not accrue for the purpose of severance during period of layoff if chosen.
- If positions become available in the 12 months following the effective date of the notice of layoff, an employee will be recalled to positions in accordance with the provisions of the Agreement.
- 10. An employee who declines a second recall to a position will be terminated without severance.
- 11. The Company shall notify an employee on layoff of any vacancies occurring in the bargaining unit subject to the employee ensuring the Company is provided with a current telephone number and mailing address.
- 12. When an employee elects one of the rights contained in 7 a), b), c) or is laid off work under this Article and is recalled to a position bearing a lesser rate of pay than the employee received prior to layoff, the employee shall be subject to the demotion formula in Article 16.

- 13. An employee laid off under this Article shall continue to accumulate seniority for the purpose of filling job vacancies.
- 14. If an employee elects to be laid off and is not recalled within 12 months of lay-off, the employee shall be considered terminated with no severance.

## Article 16 - Wage/Salary Maintenance and Demotion Formula

When an employee demotes as a result of technological change or reorganization resulting from technological change due to technological change; or reorganization of operations as a result of change in processes; or contracting out work normally done by employees who are members of the bargaining unit; the following shall apply:

- (a) The employee shall continue to receive the wage/salary being received prior to demotion for a period not to exceed six (6) months.
- (b) Upon commencement of the seventh (7th) month, the employee's wage/salary shall be reduced by one-half of the difference between the wage/salary being received prior to demotion and the maximum rate of pay of the employee's new position; and,
- (c) Upon commencement of the thirteenth (13th) month, the employee's wage/salary shall be reduced to the maximum rate of wage/salary of the new position.

## **Article 17 - Temporary Performance of Higher Duty**

- 1. An employee assigned to temporarily relieve in a higher paid position shall be paid as if he/she had been promoted to same.
- 2. There shall be no waiting period.
- 3. When it is known in advance that the period of temporary relief will exceed sixty (60) days, the position shall be posted as a temporary vacancy and selection for same shall be subject to Article 12, Seniority, Section 2.
- 4. When temporary relief has occurred for thirty (30) working days and the regular incumbent has not returned, the position shall be posted as a temporary position unless otherwise agreed to by the Company and the Union. Selection for such vacancies shall be subject to Article 12, Seniority, Section 2.
- 5. Experience obtained by an employee during a temporary relief assignment shall not qualify the employee for promotion to a vacancy unless such experience is gained from assignment to a temporary vacancy which has been posted.

#### Article 18 - Hours of Work

- 1. (a) Normal hours of work for employees shall be confined to a five (5) day week and shall be thirty-seven and one half (37 ½) hours per week.
  - (b) Actual daily number of hours of work and time off for meals shall be arranged by the Company and the Executive of the Union Local, and the actual daily hours may be rearranged by mutual agreement to meet mutual convenience, provided that a normal work day shall not exceed seven and a half ( $7\frac{1}{2}$ ) hours.

## 2. <u>Customer Service Representative (CSR)</u>

Hours of work will remain as per Item 1 of this Article. Production is to take more responsibility to reduce call backs of CSRs. If any overtime is required, it would be authorized by the Sales Manager. In the event of an emergency, the Operations Manager would have the authority to call back the CSR. CSRs will keep track of any authorized overtime worked and get it initialed by the Sales Manager bi-weekly. CSRs will take the time off for working overtime on a flexible basis, subject to Article 19 - Overtime Provisions.

### 3. <u>Coffee Breaks</u>

Based on discussions during bargaining this confirms that neither the Union nor the Company wish to have rigidities in working conditions that either impede business transactions or sensible respites from work. As a result we agree that "coffee breaks" as a rigid routine will cease. Employees shall be allowed periods of respite during working hours. Such respites shall occur as time permits and shall not lead to an overtime situation.

#### Article 19 - Overtime

- Overtime shall be worked when authorized by the Company. Employees shall co-operate with the Company in performing overtime. However, when the Company determines that it is necessary to work overtime and there are no or insufficient volunteers, the Company has the right to assign employees to work overtime. The Company will provide reasonable notice of overtime.
- 2. Overtime shall be paid at the rate of one and one-half (1½) times the normal rate for the first three hours worked in excess of seven and one-half (7½) hours per day and two (2) times the normal rate for all hours worked thereafter. Saturday and/or Sunday work will be paid for on the basis of one and one-half (1½) times the normal rate for the first three (3) hours and at two (2) times the normal rate for the fourth (4th) and subsequent hours so worked.

#### 3. Call Out Guarantee

A minimum of three (3) hours' pay at overtime rates will be paid to an employee who is called out for duty by management after the employee has left the Company premises.

#### Article 20 - Shift Differential

Employees in all classifications except those working rotating shifts shall be paid a shift differential of sixty-five cents (65¢) per hour for hours worked outside of regular normal working hours as established in Article 18. The differential shall not apply when overtime rates are being paid.

## Article 21 - Absence from Duty

No employee shall absent himself/herself from the employer's premises during the hours of work except with the consent of the supervisory personnel.

#### **Article 22 - Vacations**

- 1. All employees shall be entitled to three (3) weeks annual vacation for each full year of service. Such vacations are to be taken at times mutually agreed upon between the Company and the employee.
- 2. (a) Employees who have completed nine (9) years of service shall in the years of service subsequent to the ninth anniversary date of employment earn vacation at the rate of four (4) weeks per year.
  - (b) Employees who have completed seventeen (17) years of service shall in the years of service subsequent to the seventeenth anniversary date of employment earn vacation at the rate of five (5) weeks per year.
  - (c) Employees who have completed twenty-seven (27) years of service shall in the years of service subsequent to the twenty-seventh anniversary date of employment earn vacation at the rate of six (6) weeks per year.
- 3. In the case of termination of employment, the Company shall pay to the employee any vacation pay owing to him/her in respect of any prior completed year of employment plus the vacation pay owing to him/her for the current year.
- 4. Extended vacation leave without pay may be given at the discretion of the Company.

## Article 23 - General Holidays

Employees shall be paid a full day's wage at their regular rate of pay on the following General Holidays:

New Year's Day Good Friday Family Day Victoria Day

Canada Day

Civic Holiday (1st Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

**Boxing Day** 

1 Floater Holiday

In addition, Employees shall receive any additional General Holidays that may be declared by the Federal or Provincial Government. General Holidays shall extend for a period of twentyfour (24) hours from the normal starting time of any shift.

In the event that an employee is required to work the whole or part of a General Holiday, he/she shall be entitled to one and one-half (1½) times his/her normal rate of pay for the period so worked in addition to the regular day's pay for the General Holiday. In the event the Federal or Provincial governments proclaim an additional statutory holiday, the number of General Holidays to which employees are entitled shall remain at the current number of twelve (12).

## Article 24 - Health and Safety

The Company and the Union recognize an employee's right to working conditions which show respect for his/her health, safety, and physical well-being.

The parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. To this end a joint safety committee shall be established.

#### Article 25 - Gender

In this Agreement, where the masculine gender is used, it shall include females unless otherwise specifically stated in the context of this Agreement.

## Article 26 - Utilization of Full-Time Employees

The Company shall be free to utilize full-time employees covered by this Agreement elsewhere in the plant for temporary periods provided there is no reduction in rate of pay and provided there is no infringement on any other employees' standing. The Union will accept employees from other union jurisdictions into the bargaining unit in the same manner as above.

## Article 27 - Scale of Wages and Classifications

- Scale of Wages and Classifications shall be as set forth in Schedule A attached hereto and such schedule shall form part of this Agreement. The system of compensating Sales Representatives shall be as set out in Schedule A and such schedule shall form part of this Agreement.
- 2. The salaries for new positions or revised positions shall be the subject of negotiations between the Company and the Union. When a job description for a new position has been submitted to the Union by the Company, negotiations shall commence respecting the scope and salary for the position within ten (10) calendar days. Where agreement cannot be reached regarding the rate of pay within five (5) working days of commencement of negotiations, the position may be advertised at the lesser of the two rates proposed by the parties and may be filled on this basis. The advertisement of the position will note the fact that negotiations relative to the pay rate are continuing. The actual rate for the position remains the subject of continued negotiations, or may be referred to an appeals procedure (to be devised within the life of this contract). Exceptions to this procedure shall be subject to agreement between the Company and the Union.
- 3. Eligible employees shall be advised of new positions not listed in Schedule A, Scale of Wages and Classifications, by posting.
- 4. Effective January 1, 2011, all bi-weekly rates of pay are set out in Schedule A. Pay rates shall be increased by 1.0 per cent effective January 1, 2012, and by a further 1.5 per cent effective January 1, 2013.

## **Article 28 - Effective Date and Duration of Agreement**

This Agreement shall be effective from the **1st day of January 2011** and shall be valid until the **31st day of December 2013** and thereafter from year to year unless a written notice is given by either party not less than thirty (30) days nor more than sixty (60) days prior to December 31st in any year, of their desire to terminate this Agreement and/or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendment hereto have been concluded and a new agreement superseding this Agreement has been duly executed.

SCHEDULE A: SCALE OF WAGES AND CLASSIFICATIONS

Effective January 1, 2011 to February 14, 2011

<u>Grade</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>
6	922.57	950.25	979.62	1,007.73	1,041.29	1,075.28
7	979.62	1,007.73	1,041.29	1,075.28	1,109.68	1,144.50
8	1,041.29	1,075.28	1,109.68	1,144.50	1,183.10	1,222.54
9	1,109.68	1,160.44	1,212.05	1,263.23	1,313.99	1,365.60
10	1,183.10	1,235.54	1,288.40	1,340.84	1,393.29	1,444.89
11	1,263.65	1,306.44	1,350.91	1,399.16	1,446.57	1,499.01
12	1,350.91	1,399.16	1,446.57	1,499.01	1,550.19	1,606.83
13	1,446.57	1,499.01	1,550.19	1,606.83	1,662.21	1,720.11
14	1,550.19	1,606.83	1,662.21	1,720.11	1,782.62	1,847.65
15	1,662.21	1,720.11	1,782.62	1,847.65	1,913.51	1,984.42
16	1,782.62	1,847.65	1,913.51	1,984.42	2,054.48	2,130.42
17	1,913.51	1,984.42	2,054.48	2,130.42	2,208.87	2,290.26

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
Assistant Materials Handler	704.41	741.74	778.66	816.42
Materials Handler	962.42	993.47	1,023.67	1,056.82
Mechanical/Electrical Maintenance Ass't	979.62	1,034.58	1,089.96	1,144.50
Senior Materials Handler	1,023.67	1,056.82	1,092.90	1,127.72
Electrical/Electronic Technician	1,350.91	1,399.16	1,446.57	1,499.01
Sr. Electrical/Electronic Technician	1,446.57	1,538.03	1,629.07	1,720.11

SCHEDULE A: SCALE OF WAGES AND CLASSIFICATIONS

Effective February 15, 2011 to December 31, 2011

<u>Grade</u>	<u>1st</u>	<u>2nd</u>	3rd	<u>4th</u>	5th	<u>6th</u>
6	999.45	1,029.44	1,061.26	1,091.71	1,128.07	1,164.88
7	1,061.26	1,091.71	1,128.07	1,164.88	1,202.15	1,239.88
8	1,128.07	1,164.88	1,202.15	1,239.88	1,281.69	1,324.41
9	1,202.15	1,257.15	1,313.05	1,368.50	1,423.49	1,479.40
10	1,281.69	1,338.50	1,395.77	1,452.58	1,509.39	1,565.30
11	1,368.95	1,415.31	1,463.49	1,515.76	1,567.12	1,623.93
12	1,463.49	1,515.76	1,567.12	1,623.93	1,679.38	1,740.74
13	1,567.12	1,623.93	1,679.38	1,740.74	1,800.73	1,863.45
14	1,679.38	1,740.74	1,800.73	1,863.45	1,931.17	2,001.62
15	1,800.73	1,863.45	1,931.17	2,001.62	2,072.97	2,149.79
16	1,931.17	2,001.62	2,072.97	2,149.79	2,225.69	2,307.95
17	2,072.97	2,149.79	2,225.69	2,307.95	2,392.94	2,481.12

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
Assistant Materials Handler	763.11	803.56	843.55	884.46
Materials Handler	1,042.62	1,076.26	1,108.98	1,144.89
Mechanical/Electrical Maintenance Ass't	1,061.26	1,120.80	1,180.79	1,239.88
Senior Materials Handler	1,108.98	1,144.89	1,183.97	1,221.70
Electrical/Electronic Technician	1,463.49	1,515.76	1,567.12	1,623.93
Sr. Electrical/Electronic Technician	1,567.12	1,666.20	1,764.82	1,863.45

SCHEDULE A: SCALE OF WAGES AND CLASSIFICATIONS

Effective January 1, 2012 to December 31, 2012

<u>Grade</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>
6	1,009.44	1,039.74	1,071.87	1,102.63	1,139.35	1,176.53
7	1,071.87	1,102.63	1,139.35	1,176.53	1,214.17	1,252.27
8	1,139.35	1,176.53	1,214.17	1,252.27	1,294.51	1,337.66
9	1,214.17	1,269.72	1,326.18	1,382.18	1,437.73	1,494.19
10	1,294.51	1,351.89	1,409.73	1,467.11	1,524.49	1,580.95
11	1,382.64	1,429.47	1,478.12	1,530.92	1,582.79	1,640.17
12	1,478.12	1,530.92	1,582.79	1,640.17	1,696.17	1,758.14
13	1,582.79	1,640.17	1,696.17	1,758.14	1,818.74	1,882.08
14	1,696.17	1,758.14	1,818.74	1,882.08	1,950.48	2,021.63
15	1,818.74	1,882.08	1,950.48	2,021.63	2,093.70	2,171.28
16	1,950.48	2,021.63	2,093.70	2,171.28	2,247.94	2,331.03
17	2,093.70	2,171.28	2,247.94	2,331.03	2,416.87	2,505.93

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
Assistant Materials Handler	770.74	811.59	851.99	893.30
Materials Handler	1,053.05	1,087.02	1,120.07	1,156.33
Mechanical/Electrical Maintenance Ass't	1,071.87	1,132.00	1,192.60	1,252.27
Senior Materials Handler	1,120.07	1,156.33	1,195.81	1,233.91
Electrical/Electronic Technician	1,478.12	1,530.92	1,582.79	1,640.17
Sr. Electrical/Electronic Technician	1,582.79	1,682.86	1,782.47	1,882.08

SCHEDULE A: SCALE OF WAGES AND CLASSIFICATIONS

Effective January 1, 2013 to December 31, 2013

<u>Grade</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6<sup>th</sup></u>
6	1,024.58	1,055.33	1,087.95	1,119.17	1,156.44	1,194.18
7	1,087.95	1,119.17	1,156.44	1,194.18	1,232.39	1,271.06
8	1,156.44	1,194.18	1,232.39	1,271.06	1,313.92	1,357.72
9	1,232.39	1,288.76	1,346.07	1,402.92	1,459.29	1,516.60
10	1,313.92	1,372.17	1,430.87	1,489.11	1,547.36	1,604.67
11	1,403.38	1,450.91	1,500.30	1,553.88	1,606.53	1,664.77
12	1,500.30	1,553.88	1,606.53	1,664.77	1,721.61	1,784.51
13	1,606.53	1,664.77	1,721.61	1,784.51	1,846.02	1,910.32
14	1,721.61	1,784.51	1,846.02	1,910.32	1,979.74	2,051.96
15	1,846.02	1,910.32	1,979.74	2,051.96	2,125.11	2,203.85
16	1,979.74	2,051.96	2,125.11	2,203.85	2,281.66	2,366.00
17	2,125.11	2,203.85	2,281.66	2,366.00	2,453.13	2,543.52

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4<sup>th</sup></u>
Assistant Materials Handler	782.30	823.77	864.77	906.70
Materials Handler	1,068.84	1,103.32	1,136.87	1,173.68
Mechanical/Electrical Maintenance Ass't	1,087.95	1,148.99	1,210.49	1,271.06
Senior Materials Handler	1,136.87	1,173.68	1,213.75	1,252.42
Electrical/Electronic Technician	1,500.30	1,553.88	1,606.53	1,664.77
Sr. Electrical/Electronic Technician	1,606.53	1,708.10	1,809.21	1,910.32

## 2. Sales Representatives Compensation System

The Company and the Union agreed to amend the Compensation System covering Sales Representatives to provide an actual value-added and bonus system, the terms of which are outlined below.

Disputes with respect to the application of the value-added compensation system shall be subject to the grievance and arbitration procedures set out in Article 6 and Article 7 of this Collective Agreement.

Vacation pay of Sales Representatives will be equal to 3/52 or 4/52 of value-added commission as the case may be. However, in the event a Sales Representative wishes to take more vacation time, he/she shall be entitled to do so to a maximum of 6 weeks based on his/her length of service as provided in Article 22 - Vacations.

Participants:

Sales Representatives

Plan Entry:

When a Sales Representative becomes a member of this plan, only customer orders booked on that date and thereafter will quality for

incentive commission.

Plan Exit:

When a Sales Representative departs the Company and exits the plan, the person will receive a commission on all orders booked up to the date of departure and on orders shipped within 30 days of the date of

departure.

Tentative

Commissions:

Incentive commissions computed but invoice not yet paid.

Final

Commissions:

Tentative commissions become final commissions when the customer invoice is paid or on accounts within authorized credit limits and terms.

Fringe Benefit

All fringe benefit calculations will be based on earnings up to a

Determination:

maximum of \$42,000 per year. Earnings in excess will not be included. Fringe benefits include all benefits such as sick leave, disability,

insurance and group life insurance.

Vacation pay equal to 3/52 of value-added commission for employees with less than 10 years' service and 4/52 of value-added commission for employees with greater than 10 years' service.

Car allowance: Unusual \$150/per month plus **45¢** per kilometer for out of town travel. When an event takes place that is not clearly covered by the

Situations:

compensation system, the Vice President of Sales and Marketing will

determine the final disposition of the matter.

Plan Changes:

Changes to the compensation system are subject to mutual agreement

between the Company and the Union.

Scope of Plan:

The compensation system applies to all sales made by Sales Representatives other than house account sales unless otherwise

allowed by Management.

**New Customer:** 

New Customer is defined as a customer who has not done business with PrintWest or Mister Print for the 18 (eighteen) months prior to booking the first order with PrintWest or Mr. Print. The new customer commission rate will stay in effect for a period of one (1) year from the date the first order is booked.

#### Part 1 - Commission

The Sales Reps to be paid commission at a rate defined below based on estimated profit (actual selling price compared to estimated cost plus the cost of CAs), paid on actual value added (adjusted for rework) on estimated jobs. On non-estimated jobs, the same commission rates would apply but the rates would be based on actual adjusted profit instead of estimated profit.

The scale is as follows:

Estimated Profit	Commission Rate (As a % of actual VA)
less than 0%	4%
0 to 2.999%	5%
3 to 5.999%	6%
6 to 8.999%	7%
9 to 11.999%	8%
12 to 14.999%	9%
15 to 17.999%	10%
18 to 20.999%	11%
21 plus	12%

For New Customers (Defined as per the contract - a customer who has not done business with PrintWest in the last year):

For the first year that a new customer does business with PrintWest, commission will be paid at the following rate:

- (a) 9% of actual value added for jobs sold at or above cost,
- (b) 6% of actual value added for jobs sold below costs.

There will be a monthly draw against commission of \$2,500. If the draw is more than the commission owing, it will be reconciled quarterly and deducted from the quarterly bonus. If the Sales Rep cannot pay back after the quarter, then the amount owing will be deducted from subsequent commission cheques in equal payments over the next quarter. At no time will the Sales Rep's draw be allowed to exceed \$3,500 of commission earned.

Commission on Mister Print jobs is 5% of the total sale. Once value added can be determined on Mister Print Jobs, the compensation plan on Mister Print jobs will be the same as on PrintWest jobs.

## Part 2 - Quarterly Bonus

The amount of the bonus is 2 per cent of the sales reps' current quarter's value added. The criteria for the bonus is as follows:

Account Penetration: 40% (10% for each of (a), (b), (c) and (d))

(a) Prospecting —

Ten New prospects per quarter

The rep must fill out a form for each new account that details the following:

customer contact name

phone number

current print vendor

communication products needed

print budget

expectation of jobs coming to plant

Note: This form must be completed in order for the rep to be paid this portion of the bonus.

(b) Penetration of existing accounts (maintaining contact with all decision makers or influencers, PrintWest management visits with appropriate levels of management in customer site, plant tours, on-demand demos, etc.)

Note: These must be documented for payment of this portion of the bonus.

- (c) *Miscellaneous* solving customer issues, invoicing within guidelines, print lead generation research, etc.
- (d) New Signed Business target to be determined with each individual rep based on territory potential.
- > Value Added: 30%

(a) Volume based on target

15%

(b) Value added per cent to target

15%

> Profit: 30%

(a) Comparison of actual adjusted profit achieved to target profit % Note: Targets include PrintWest and Mister Print sales.

#### > Administration:

(a) Sales Rep will give the Sales Manager his/her accomplishments for the previous quarter and next quarter's objectives within five working days after the end of the quarter.

(b) Sales Manager - within 10 working days of the end of the quarter (when the previous month's results are available) the Sales Manager will meet with the Sales Rep to review the previous quarter's accomplishments and to set the current quarter's objectives.

## **DEFINITIONS:**

Total Sales:

Total volume sold by Sales Representative.

Cost of Purchases:

Direct out-of-pocket expense, e.g. paper, seps, postage

Credits: Rework: Credit issued directly to client accounts.

Jobs done over due to PrintWest error.

Applicable Commission

Rate:

Agreed upon commission rate related to actual value-added

percentage.

Consequences:

Violation of the pricing policy will result in the loss of

commission on the particular job.

### **RE: Mixed-Territories Sales Rep**

Sales representatives who have mixed territories (i.e. national and commercial accounts) will be covered by this contract. This is without prejudice and does not imply that out-of-province or national reps are or will be covered by this contract. For the reps with mixed territories (since their compensation is a variation from the in-province commercial reps), contracts will be drawn up, agreed to by the individual reps and approved by the Union.

## 3. <u>Job Classifications and Evaluations</u>

(a) Employees whose wage rates were protected, notwithstanding a downgrading of their jobs and employees who were guaranteed their previous rate of pay when accepting a demotion shall continue to receive the higher of the two rates of pay until such time as their current positions rate of pay equals or surpasses their previous rate or the employee secures a higher-paying position.

## Salary Grade Position Title

15	Supervisor Customer Services
	Supervisor Directory Services
14	Accountant
12	Customer Services Representative
	Co-ordinator Directory Services
	Senior Estimator
11	Accounting Clerk III
10	Estimator
	Technical Order Entry
	Purchasing
	Job Cost Analyst
9	Data Base Mailer
8	Junior Estimator
	Junior Job Cost Analyst
	Senior Stock Clerk
7	Accounting Clerk I
•	Administrative Clerk
	Traffic Clerk
6	Scheduling Control Clerk
•	Receptionist
	coptoniot

### 4. Reclassification

If the responsibilities and duties of a job change, the position shall be examined when so requested by the employee. The request by the employee can be made at any time, providing a request respecting the position to be examined has not been processed in the preceding six months of the date of request. The request of reexamination by the employee shall be on the prescribed form in writing, and shall be submitted to the immediate supervisor of the work area. The supervisor shall add comment to the form respecting the request and shall within three (3) working days of the receipt of the request, forward it to the Human Resources Division for examination. The Human Resources Division shall notify the employee and the signatory supervisor of the result of that examination.

The employee may, if not satisfied, (i) request verbal elaboration from the Human Resources Division, and/or (ii) enter into the grievance process as outlined in Article 6. (Subject to change during the life of this Agreement if mutually acceptable appeals procedure is arrived at.)

Notwithstanding the foregoing, the Company reserves the right to examine and reclassify positions where, in the view of the Company circumstances warrant it, even though no request to do so has been received.

## Administration of Pay Plan for Salaried Employees

## (a) Increments

An employee shall receive a regular increment within the salary range established for the assigned position on his/her anniversary date, or at the prescribed interval specifically stated in the schedule of wages. In cases where an employee has not performed satisfactorily, increments may be withheld. In such cases, the employee shall be told why his/her work is not satisfactory and assistance will be given to help the employee improve his/her performance. Following normal practice, serious cases of unsatisfactory work may lead to dismissal. An employee will be supplied with a copy of his/her annual appraisal upon request.

## (b) Anniversary Date

- (i) The anniversary date for payment of annual increments shall be the first of the month following the completion of twelve (12) full months of employment with the Company. An increment date shall be the first of the month following the prescribed interval specifically stated in the schedule of wages.
- (ii) An employee's anniversary date for the payment of annual increments shall be adjusted on promotion only where the promotion provides an increase of two (2) increments or more, to the first of the month following the completion of twelve (12) full months in the new position.
- (iii) An employee absent on lay-off or leave of absence without pay for three (3) months or more shall have his/her anniversary date or increment date advanced by the period of absence without pay.

## (c) Promotion

- (i) An employee, on promotion, shall have his/her salary adjusted to the minimum of the salary range for the position or to a step in the salary range for the new position which shall provide a minimum increase of one (1) increment.
- (ii) Whenever an employee's anniversary date occurs on the same date as a promotion, the employee shall receive his/her increment before the promotion formula is applied.

## (d) Demotion Formula

When, due to staff reductions, an employee who has completed three (3) or more years' service accepts a demotion to a lesser paid position and his/her current salary is above the maximum for the newly assigned position, his/her salary shall be reduced to the maximum of his/her new range according to the following formula:

- (i) One-third (1/3) reduction on assignment to the new position;
- (ii) One-third (1/3) reduction six (6) months after assignment to new position;
- (iii) One-third (1/3) reduction one (1) year after assignment to new position.

## (e) <u>Transfer Formula</u>

When a person is transferred from one classification to another having the same maximum pay rate but having different steps in number and/or value, and when the rate of the transferee before transfer does not coincide with a step in the new range, the transferee shall be placed at the step in the range next higher to the rate before transfer.

## 6. Sustenance and Mileage

- (a) Employees required to work away from their normal headquarters shall be reimbursed for hotel accommodation expenses and the full amount of actual and reasonable meal expenses.
- (b) Employees will be paid for use of their private automobiles on Company business at the rate of **45**¢ per kilometer. Sales Representatives will receive a monthly automobile allowance and payment for actual travel.

## 7. <u>Customer Service Reps' Bonus</u>

- (a) Customer Service Representatives will receive a Quarterly Bonus based on 4 per cent of total Customer Alterations for PrintWest Regina and Saskatoon, divided equally amongst the CSRs in both plants. Any credits due to uncollected Customer Alterations will be deducted from the total.
- (b) Bonus includes holiday pay.
- (c) The Company reserves the right to amend the criteria for this bonus on three months' notice.

## Schedule B: Group Life Insurance

The Company will participate in the Group Life Insurance Plan designated as Policy G.L.6279 1. carried by the Cooperators.

## LIFE INSURANCE

- employee with no dependents

- employee with 1 dependent

- employee with 2 or more dependents

- maximum amount of life insurance coverage

- \$3,000.00 paid up policy at retirement

- Waiver of premium for total disability to cease at retirement

2.5 x annual salary 3 x annual salary \$150,000.00

1 x annual salary

## ACCIDENT INSURANCE

Accidental Death/Disease and Dismemberment benefits payable are for:

LOSS OF:

Total paralysis of both lower limbs, or total paralysis of one side of body, or total paralysis of all four limbs

Life, or both hands or both feet, or sight of both eyes, or one hand and one foot, or sight of one eye and either one hand or one foot, or use of both hands, or use of both arms, or use of both legs, or use of one hand or arm and one leg.

One arm, or one leg, or the use of one arm, or the use of one leg.

One hand, or one foot, or sight of one eye, or use of one hand.

Speech, or hearing in both ears.

The thumb and index finger of the same hand, or four fingers of the same hand.

LOSS OF:

All toes of the same foot.

AMOUNT:

200 per cent of your basic life group insurance benefit

100 per cent of your basic group life insurance benefit

75 per cent of your basic group life insurance benefit

66.67 per cent of your basic group life insurance benefit

50 per cent of your basic group life insurance benefit

33.5 per cent of your basic group life insurance benefit

AMOUNT:

12.5 per cent of your basic group life insurance benefit

All employees, ninety (90) days from the date of employment, are required to participate in the 2. Group Life Insurance Plan, Policy G.L. 6279, as a condition of employment.

#### Schedule C: Dental Plan

All employees, ninety (90) days from the date of employment, are required to participate in the Dental Plan, Policy G.L. 6279, as a condition of employment. Reimbursement will be 80 per cent for basic coverage and 50 per cent for major restorative and orthodontic services to a maximum of \$1,000 per year per insured person. Maximum is to be increased to \$1,500 per year per insured person (to be implemented no later than December 31, 2011). An annual deductible of \$25 per individual to a maximum of \$50 per family will be charged.

## Schedule D: Extended Health Care

All employees, ninety (90) days from the date of employment, are required to participate in Extended Health Care, Policy G.L. 6279, as a condition of employment. Reimbursement will be 100 per cent on covered expenses with an annual deductible of \$25 per individual to a maximum of \$50 per family.

#### Schedule E: Vision Care

Upon presentation of proof of purchase, employees who are covered by this agreement who have passed their probationary period will be entitled to receive \$100 every two years as reimbursement for prescription vision care. To receive reimbursement, proof of purchase must be submitted to **Payables** in the Regina plant. The amount of the invoice to a maximum of \$100 in a two-year period will be reimbursed.

## Schedule F: Safety Footwear Allowance

Upon presentation of proof of purchase, eligible employees who have passed their probationary period will be entitled to receive \$100 every two years as reimbursement of the purchase of safety footwear. This footwear must be steel-toed and CSA approved. To receive reimbursement, bills must be submitted to Payables in the Regina plant. The amount of the invoice to a maximum of \$100 will be reimbursed.

#### Eligibility:

- all full-time employees who work with pallets, paper rolls, monos, etc. who need boots for safety reasons, who have passed their probationary period
- part-time employees who qualify for PrintWest Group Benefits and have been employed for one year.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their hands and seals the day and year first above written.
Signed at Saskatoon, Saskatchewan, this
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: THE GRAIN & GENERAL SERVICES UNION
Jeff Penno
Signed at Saskatchewan, this 26 day of April , 2012.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: PRINTWEST COMMUNICATIONS LTD.
2-1
J. H. J.

### Letter of Understanding

BETWEEN:

PrintWest Communications Ltd.

And

Communications, Energy and Paperworkers Union of Canada Local No. 721G

And

**Grain and General Services Union Local 6.0** 

The above named parties agree to the following:

- 1. Roy Packard and Curtis Roussell shall continue to be covered by the CEP and GSU Unions respectively while being employed by PrintWest.
- 2. All other present or future positions in which the incumbent is engaged in office, administrative, clerical, customer service, sales representative, equipment service and maintenance work as defined in Article I Scope of the GSU Collective Agreement shall be within the scope of the GSU bargaining unit subject to Management exclusions; and,
- 3. Any disputes arising subsequent to the date of this Letter of Understanding shall be submitted to a mutually agreeable umpire whose decision shall be final and binding, or to the Saskatchewan Labour Relations Board.

To this the Company and the Unions affix their signatures.

Drint\West (	∜ Communications Ltd.	CEP Union Local 721G
Dated this _	day of May	<u>ch</u> , 2012.

**Grain & General Services Union Local 6.0** 

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