

COLLECTIVE AGREEMENT

Between:

IMPRIMERIE PLANTAGENET PRINTING

-and-

UNIFOR AND ITS LOCAL 4266



Effective November 1, 2018 to October 31, 2022

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COLLECTIVE AGREEMENT

between

IMPRIMERIE PLANTAGENET PRINTING

(Hereinafter referred to as the "Employer")

and

UNIFOR AND ITS LOCAL 4266

(Hereinafter referred to as the "Union")

ARTICLE 1: PURPOSE

- 1.01 The purpose of this is to provide an orderly collective bargain relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Employer business.
- 1.02 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine.

ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes Unifor Local 4266 as sole and exclusive bargaining agent to represent all employees of Imprimerie Plantagenet Printing working at or out of the City of Plantagenet, save and except Supervisors, persons above the rank of Supervisor, office and sales staff.
- 2.02 The Employer shall not enter into any agreement, either verbally or in writing, with any employee which conflicts in any way with the provisions of this Agreement.
- 2.03 **Contracting Out**

The Employer undertakes not to have work normally performed by persons belonging into to the bargaining unit except in cases of:

- (a) Emergency, that is to say a situation which necessitates an immediate solution and which may not be postponed;
- (b) Demonstration and testing of equipment and products;
- (c) Maintenance or repair work on equipment by specialized personnel.

2.04 The Employer shall not contract out any work normally performed by members of this bargaining unit if as a result of such contracting out a lay-off or any reduction in the normal number of working hours of any employees follows or prevents the recall of any laid off employees.

2.05 The Employer shall not hire part-time employees, students, technical staff or workers on government grants so as to replace regular, full-time employees, or to prevent the hiring of regular full-time employees.

ARTICLE 3: UNION SECURITY

3.01 The Employer agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of Unifor in good standing.

3.02 New employees shall make application for membership in the Union on cards supplied to the Employer by the Local Union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served. The Employer shall ensure that the application for membership cards are completed by the employee at the time of hiring and shall forward such cards to the Union with the next dues payment.

3.03 The Employer agrees to deduct the imitation fees, the regular union dues and arrears of union dues in the amount and manner specified by the Local Union's Charter, by-laws or constitution, as the case may be, from the pay due all employees covered by this Agreement and remit the money so deducted to the Local Union on or before the fifteenth (15th) day of the month following the month in which the dues were deducted. Probationary employees will be required to pay the Union dues during their probationary period.

3.04 The Employer will, at the time of making each remittance to the Union will include a dues list specifying the employees from whose pay such deductions were made. Said dues list will include their address, postal code and telephone number.

3.05 The Employer agrees to include on the employees T-4 slip, the total amount of union dues paid during the previous calendar year.

3.06 The Union agrees to indemnify and save the Employer harmless against claims that may arise out of, or by reason of, deductions made or payments made.

ARTICLE 4: UNION REPRESENTATION

4.01 The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Committee Persons for the purpose of representing employees in the handling of complaints and grievances.

4.02 Notwithstanding his seniority status, the employee designated as **Unit Chairperson** by the Union will be continued at work as long as work is available which he is willing and able to do.

4.03 (a) The Employer will recognize a Union bargaining committee of not more than two (2) employees for the purpose of negotiating or renewing this Agreement provided the employees on the committee have acquired seniority.

(b) The Employer will pay such members of the bargaining committee for any regular hours spent at negotiating sessions with the Employer.

4.04 The National Representative and/or Local Union Representative of the Union shall be entitled to visit the Employer's premises to deal with matters arising out of the administration of this Agreement, provided:

(a) Wherever possible, he notifies the Plant Manager of his designate a reasonable time prior to his arrival; and

(b) He does not interfere with the Employer's business operations.

4.07 To be appointed Committee Person, the employee must have at least completed his probationary period.

4.08 The Union shall inform the Employer in writing of the names of the Union Representative prior to them being recognized by the Employer.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 It is the mutual desire of the parties that any complaint arising between the employee and the Employer with respect to the application, interpretation or alleged violation of this Collective Agreement shall be adjusted as quickly as possible.

- 5.02 (a) A grievance shall be defined as any complaint arising between the employees and the Employer of the Union and the Employer with respect to the application, interpretation or alleged violation of this Agreement.
- (b) Where an employee has a grievance, it shall be reduced to writing on forms supplied by the Union within ten (10) working days of the date the grievor became aware of the facts giving rise to the grievance or within ten (10) working days of the date that he reasonably ought to have been aware of the facts giving rise to the grievance and shall be taken up on the following manner:

Step One: A complaint will be taken up between the employee and the committee person and his immediate supervisor. The supervisor shall give his written decision to the employee and the Steward within five (5) working days of such discussion. Failing settlement then:

Step Two: A written grievance may be filed if no satisfactory decision is made at Step 1. The grievance will be filed within five (5) working days. The Plant Manager or his designate shall give his written decision to the Local Union within five (5) working days of such discussion. Failing settlement then:

Step Three: A meeting will be held between the National Representative and/or the Local Union Representative and the Employer Representative. By a meeting between the employee, the Steward, an official of the Union and the Employer Representatives. Such meeting shall be held within ten (1) working days of the decision being communicated in Step 2. The Employer will give his written decision to the Union within seven (7) working days of this meeting. Failing settlement, the matter may be referred to Arbitration as provided for in Article 7 no later than thirty (30) calendar days after the final decision at Step 3 has been communicated.

Step Four: The parties may mutually agree to Mediation/Arbitration.

- 5.03 For the purpose of investigating and processing an employee's grievance, a full-time representative of the Union, the Steward concerned and/or the grievor, shall be entitled to inspect documentation from the Employer which has relevance to that grievance.

5.04 **Policy Grievance**

Any complaint, difference or dispute or alleged violation of this Agreement, arising between the Employer and the Local Union shall be dealt with under Step 3 provided a written complaint is filed by the grieving party with the other party within thirty (30) calendar days of the date of the occurrence giving rise to the grievance.

5.05 **Discipline**

- (a) A claim by the Local Union that an employee has been unjustly discharged or suspended shall be treated as a grievance and shall be taken up under Step 3 of the grievance procedure if a written statement of such grievance, signed by the employee is lodged with management within ten (10) working days after the discharge or suspension is affected.
- (b) The Employer will give notice in writing of the reasons for discharge, suspension or disciplinary demotion to an employee either at the time such action is taken or before the end of two (2) working days after such action is taken. A copy of usch notice shall be given to the appropriate Steward and a copy forwarded to the Union.
- (c) Such grievance may be settled under the grievance procedure or arbitration by:
 - (i) Confirming the Employer's action in suspending or discharging the employee; or,
 - (ii) Reinstating the employee with full compensation for time lost; or'
 - (iii) Any other arrangement which may be deemed just and equitable to the parties.

5.06 (a) No grievance may be submitted concerning the termination of Employment of a probationary employee.

- (b) Notwithstanding any other provision of this Agreement, the employment of a probationary employee may be terminated for any reason during his probationary period at the sole discretion of Management and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination.

5.07 (a) Any notation of a reprimand or suspension of less than five (5) days placed on an employee's record shall be removed after an elapsed period of twelve (12) months.

- (b) Any notation of a suspension of greater than five (5) days or more placed on an employee's record shall be removed after an elapsed period of eighteen (18) months.

5.08 The Employer shall allow up to two (2) days leave with pay per contract year for the Shop Steward to attend training sessions with the Union.

ARTICLE 6: ARBITRATION

- 6.01 When either party to the Agreement requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party, within thirty (30) calendar days of the decision in Step 3 being communicated.
- 6.02 When either party refers a grievance to arbitration, they will provide names of three (3) potentially suitable arbitrators to the other party. This will be done to expedite the task of agreement on a mutually satisfactory arbitrator. If no agreement has been reached after exchange of suggestions by the parties, either party may request the Ministry of Labour to appoint an arbitrator. The parties may mutually agree to a three (3) person board of arbitration.
- 6.03 Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally the expenses of the arbitrator.
- 6.04 No matter may proceed to arbitration which has not first been carried through all preceding steps of the grievance procedure.
- 6.05 The jurisdiction of the arbitration board or, arbitrator as the case may be, is limited to the interpretation of the Collective Agreement. The arbitration board or arbitrator shall not have the right to alter, modify or amend any part of this Agreement but shall only consider the questions in dispute.
- 6.06 If the parties agree on a person to act as sole arbitrator in a particular case, he shall have the powers of an arbitration board under this Agreement.
- 6.07 The Employer and the Union may from time to time, by mutual agreement, extend the deadlines stipulated in this Agreement.
- 6.08 The arbitrator's decision is in all cases binding on both parties.

ARTICLE 7: STRIKES AND LOCKOUTS

- 7.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 7.02 It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line and perform work which would jeopardize their health and safety.

ARTICLE 8: SENIORITY

- 8.01 (a) Seniority is defined as the length of continuous service in the bargaining unit.
- (b) Probation: An employee hired will be on probation for ninety (90) working days after which they will be granted seniority from the first (1st) day hired. Extensions may be granted by mutual agreement of the parties.

8.02 **Lay Off**

The continuous length of service of an employee in the bargaining unit shall be the determining factor in layoffs and recalls from layoff, provided the employee with the greatest seniority has the qualifications and ability to perform the work in question.

For clarity, an employee who is to be laid off shall have the privilege of exercising his seniority to displace an employee with less seniority who is then classified in any other job in the bargaining unit provided he has the qualifications, according to the Qualification List and ability to perform the job of the junior employee.

The job skills required to constitute an employee as qualified in any particular job classification will be determined by joint consultation between Management and the Union. Management will review the check sheet of essential duties with the trainee and the trainer in that job classification to determine if the employee can perform all aspects of the job with safety and efficiency. The Employer shall maintain a current list of employees' classifications and level of qualifications attained and will provide a copy to the Steward and forward a copy to the Union. Employees are expected to update the qualifications list as they attain more qualifications. Any dispute regarding whether an employee is qualified is subject to the normal grievance procedure.

- (a) Probationary and part-time employees will be laid off first in all cases of lay-off, provided there remain qualified personnel in the bargaining unit to do their former jobs. These employees will be the last to be recalled from lay-off.
- (b) For the purpose of recall from lay-off, employees will be recalled in order of seniority provided they have the qualifications and ability to do the job for which they are being recalled.
- (c) Full-time employees will be given three (3) working days' notice prior to any lay-off (it being agreed that a paid holiday under this agreement will not be counted as a working day or three (3) days equals pay in lieu of notice).
- (d) It shall be the duty of present and former employees to inform the Employer's personnel office, in writing of any change of address.

8.03 Seniority will continue to accumulate during absences caused by illness or injury or approved leave of absence.

8.04 A copy of the seniority list shall be mailed to the Union and a copy posted on the plant bulletin board for employee's inspection. The Employer agrees to provide the Union every July 1st and January 1st, a seniority list which includes the employee's classification, start date, social insurance number, address, postal code, phone number and rate of pay.

8.05 **Loss of Seniority**

An employee shall lose all seniority and his employment shall be deemed to be automatically terminated if:

- (a) the employee resigns;
- (b) the employee retires;
- (c) the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (d) following a recall from lay-off, fails to notify the Employer of his intention to return to work within five (5) working days of the date of mailing by registered mail to him of notice to return to work and thereafter fails to report for work within seven (7) working days of such mailing, except in the case of recall for temporary work of less than twenty-nine (29) working days;
- (e) he is absent from work without permission for more than three (3) consecutive working days unless the employee has twenty-four (24) consecutive months.

8.06 Then an employee is permanently transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority under this Agreement for a period of three (3) months from the date of such transfer or promotion.

After such three (3) month period, the employee shall have no accumulated seniority under this Agreement. Should the employee return to the bargaining unit within such three (3) month period, however, and there is then no vacancy which then, by reason of his seniority and ability, he is entitled to full, he may displace the employee with the least seniority in the bargaining unit if he has the ability to do the work of the junior employee. In the event of such displacement, the junior employee will be considered as laid off and the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job.

8.07 Where an employee accepts an assignment to a position outside the bargaining unit on a temporary basis of twenty-nine (29) days or less, he shall be returned to his former job on completion of such assignment. This article shall not be used more than once a calendar year.

ARTICLE 9: JOB POSTINGS

9.01 Notice of permanent vacancy will be posted on the bulletin board. Such notice shall remain posted for a period of five (5) working days and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of qualifications and ability. Where these factors are relatively equal, the position will be given to the most senior applicant. The Shop Steward shall be allowed to post for positions that become available on behalf of employees who may be off for any reason.

The employer will post for up to two (2) working days on the bulletin board the name of any successful applicant and will similarly give a copy of such notice to the Steward who will also fax a copy to the Union.

The Employer will deliver to the Chief Steward a copy of a list of applicants for each posted job, at the close of the posting.

9.02 Job Posting

The vacancy caused by filling the initial vacancy and any resulting vacancies under Article 10.01, shall be offered to the employee with the greatest seniority, provided he has relatively equal qualifications and ability to perform the work in question, it will be offered to the next senior employee, and so on down the seniority list.

9.03 (a) A successful applicant for a posted job and an employee who fills the vacancy resulting from the successful application will be placed in those jobs for a trial period not exceeding sixty (60) working days. During such period, the Employer will extend to the employee reasonable instruction in the normal requirements of the job. If an employee is unable to perform the normal requirements of the job during the trial period to the reasonable satisfaction of the Employer he will be returned to his former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original posting. Should the employee wish to exercise his option to return to his former position, he will notify the Employer five (5) working day prior to the return date being effected.

(b) If an employee does not qualify during such period and is returned to his former job, or if he is returned to his former job at his own request during such period, the resulting vacancy will be offered in order of seniority to the other employees who bid of for the job and who have the qualifications and ability to do the job.

9.04 If there is no successful applicant for a posted job, the Employer may then fill the vacancy from outside the bargaining unit.

9.05 When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Local Union challenges the rate, it shall have the right to request of meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within thirty (30) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration.

When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement.

9.06 Except for jobs for which the employee is required to have a valid license or certificate or be rated as a skilled tradesman, the Employer will give the first choice of job training to the senior qualified employee provided:

- (1) management has identified a training requirement, and
- (2) the senior qualified employee wishes to be trained for that position and has so indicated to management, and
- (3) has not previously undergone such training, and
- (4) is willing to work in the job for which he will be trained.

If an employee is unable to demonstrate progress in the course of training, or is not adaptable to the job for which he is being trained, he may be removed from the training and the opportunity with then be offered to the next senior employee.

ARTICLE 10: LEAVE OF ABSENCE

- 10.01 The Employer may grant leaves of absence without pay or benefits to those employees who so request. Such leaves shall be requested in writing at least thirty (30) days prior to the foreseen departure date, except in cases of personal emergency. The Employer's permission shall not be unreasonably withheld.
- 10.02 In order to minimize disruption of vacation schedules no personal leave of absence will be consecutive with an employee's annual vacation, except in case of personal emergency.
- 10.03 The Employer will not grant an employee's request for leave of absence for the purposes of employment with another company or becoming self-employed.

ARTICLE 11: VACATIONS

- 11.01(a) Employees who have less than five (5) years of continuous service will be granted a vacation of two (2) weeks.
- (b) Employees who have five (5) years or more of continuous service will be granted a vacation of three (3) weeks, and the **first (1st)** week to be taken during the winter shut down, the week between Christmas Day and New Year's Day.
- (c) Employees who have twenty (20) years of continuous service as of December 31st of the current year, shall receive a fourth (4th) week of vacation with pay in the following year, to be taken at a mutually agreeable time between the employee and the Employer. Such week may be taken in an increment.
- (d) Vacation pay for regular employees will be computed at the rate of two percent (2%0 of his gross earnings for each week of vacation granted.
- 11.02 It is agreed to between the parties that the Employer will observe **one (1)** shutdown between Christmas and New Year's. It is further agreed that the employees will have to take their vacations during those shutdown.
- 11.03 An employee eligible for less vacation for the prior of any plant shut down for the purposes of vacation may temporarily be laid off for the period of such shut down in excess of his paid vacation period, provided there is no required work which such employee is qualified to perform.
- 11.04 Employees shall receive the aforementioned vacation pay immediately prior to their departure on vacation. This pay shall be on a separate cheque which shall be available to the employee prior to his departure on vacation.

- 11.05 In the event an employee is off work and in receipt of Workers' Compensation or benefits under a Weekly Indemnity Insurance Plan, all such time off work shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay, provided he has worked in that calendar year.
- 11.06 Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.
- 11.07 Vacation entitlements are not cumulative and must be taken by December 31st of each year except under exceptional circumstances approved in writing by the Plant Manager. These vacations may be taken in the following year at a time mutually acceptable to both parties. **One (1) week of vacation may be carried to the following year.**
- 11.08 If an employee is prevented from going on his scheduled vacation in a calendar year because of illness or Workers' Compensation, such vacation shall be rescheduled upon his return to work, provided the employee remains entitled to vacation pay in the amount provided by this Agreement.

ARTICLE 12: STATUTORY HOLIDAYS

- 12.01 The following paid holidays will be granted to all employees with pay after they have completed their probationary period:

Labour Day	Christmas Day
Boxing Day	Dominion Day
New Year's Day	Thanksgiving Day
Good Friday	Civic Holiday
Victoria Day	Two (2) Personal Days
Family Day	

- 12.02 In the event any of the abovementioned paid holidays falls on a Saturday or Sunday, such paid holiday, for the purposes of this agreement shall be deemed to fall on the previous Friday or the following Monday as may be determined by the Employer.
- 12.03(a) To be eligible for payment on any of the abovementioned paid holidays, an employee must work his last scheduled shift immediately before the paid holiday and his next scheduled shift immediately succeeding the paid holiday unless absence was due to illness or injury.

- (b) Where an employee works any time in the fifteen (15) working days immediately before a paid holiday but is absent from work prior to the day on which the paid holiday is observed by reason of illness or accident, and is in receipt of weekly indemnity benefits or Workers' Compensation, he shall be paid, instead of pay for the paid holiday an amount equal to the difference between such benefits or compensation and pay for the paid holiday.
- (c) Should a paid holiday occur within an employee's leave of absence, he shall not be paid for such paid holiday.

12.04 The basis of payment for each of the above paid holidays shall be one (1) day's pay. Where an employee immediately prior to the paid holiday is working on a shift other than the day shift, his pay for the paid holiday shall include the applicable shift premium.

ARTICLE 13: HOURS OF WORK AND OVERTIME

- 13.01 This article defines regular working hours and overtime and shall not be considered as being a guarantee of regular working hours during any day or week, nor shall it be a guarantee of days to be worked during any week, unless specifically provided for herein.
- 13.02 The regular work week shall consist of forty (40) hours from Monday to Friday. It is understood and agreed that non full-time employee shall never be required to work a work week other than five (5) consecutive days from Monday to Friday.
- 13.03 Current shift patterns, starting and quitting times shall, whenever possible, be maintained for the life of this Agreement. Before implementing any changes to the shift patters, starting or quitting times in effect as of the ratification of this Agreement, the Employer shall first discuss he proposed changes with the Union and the Union shall be entitled to make effective recommendations with respect to the proposed changes.
- 13.04 An employee who reports to work on his regular scheduled shift who has not been notified not to report for work, will be guaranteed eight (8) hours of work or pay in lieu thereof, as long as he is willing to stay and perform any work assigned to him, at his regular rate of pay, otherwise he will be paid three (3) hours only.
- 13.05 An employee who is scheduled and who reports for work on a paid holiday shall be paid at the rate of one and one-half (1½) times his regular hourly rate of pay for all hours worked in addition to the holiday pay.
- 13.06 There shall be no split shifts.

- 13.07(a) An employee who is temporarily transferred to another job at the request of the Employer, will receive his own rate or the other job rate, whichever is highest.
- (b) An employee who requests and obtains a position that commands a lower wage rate than that of his regular position, will receive the maximum of the lower rate for the temporary job or his regular rate of pay whichever is the lessor.

13.08 **Overtime**

Overtime will be paid at the rate of time and one half (1½) for all hours worked over forty (40) in a week for employees working in pre-press and those working on the big press (SM74). For all other employees, overtime at the rate of time and one half (1½) will be paid for all ours worked over forty-four (44) hours in a week.

- 13.09 For the purpose of calculating the pay of an employee who works overtime and the pay of an employee who is late reporting for work, the hour shall be deemed to be divided into ten (10) units of six (6) minutes each and the following shall apply:
- (a) no overtime shall be paid where less than six (6) minutes of overtime is worked and thereafter overtime shall be calculated and paid to the nearest full six (6) minutes of overtime worked;
- (b) when an employee is late reporting for work, he will be paid commencing with the sixth (6th) minute of the six (6) minutes in which he reports.

13.10 Overtime will not be offered to employees who are on vacation, sick leave or leave without pay.

13.11 All overtime shall be voluntary.

13.12 Overtime shall be offered first by seniority to those employees who normally perform the work in question and then by overall seniority to employees who are qualified to perform the work.

13.13 **Call Back**

If an employee has completed his day's work and has gone home and is subsequently called back to work by the Employer, he shall be paid a minimum of two (2) hours paid at one and one half (1½) times his normal straight time regular rate regardless of how little time his is required to work.

13.14 **Rest Periods**

Employees shall be entitled to an unpaid thirty (30) minute lunch period to be taken before the completion of the fifth (5th) hour of the shift.

13.15 All employees except those working in pre-press or on the big press (SM74) shall be entitled to one (1) paid ten minute (10) break per day, to be taken at a time mutually agreeable between the employees and the Employer.

13.16 **Drivers Hours**

A driver may choose to work inside when his run is finished early and he wants to make up his regular number of hours.

13.17 **Lead Hand**

A Lead Hand, when so designated and classified by the Company, shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to hire, fire, suspend or discipline employees. He shall be a member of the Union and shall have seniority in accordance with the applicable articles in the Collective Agreement.

ARTICLE 14: HEALTH AND WELFARE

14.01 Attached to and forming part of this Agreement is Schedule "B", Health and Welfare Benefits.

ARTICLE 15: MATERNITY LEAVE

15.01 Maternity leave will be granted in accordance with the provisions of the *Employment Standards Act of Ontario*. During such maternity leave the employee's seniority shall continue to accumulate for all purposes and the Employer will be responsible for the payment of its' share of the cost of any benefits prescribe herein.

ARTICLE 16: BEREAVEMENT LEAVE

16.01(a) The Employer agrees that in the event of bereavement in the immediate family of an employee meaning wife, husband, son, daughter, father, mother, sister, brother or guardian, if the funeral is attended, to allow the said employee such time off as is necessary, not to exceed five (5) calendar days in succession and to pay for the days which he would otherwise have worked at his regular hourly rate.

(b) in the event of the death of an employee's father-in-law, mother-in-law, son-in-law or daughter-in-law he shall be allowed bereavement leave of three (3) days with pay at his regular hourly rate provided he attends the funeral.

- (c) In the event of the death of an employee's brother-in-law, sister-in-law, grandfather, grandmother or grandchild, he shall be allowed bereavement leave of one (1) day at his regular hourly rate provided he attends the funeral.
- 16.02 If the employee is unable to attend the funeral of a family member described in Article 16.01(b) he shall be entitled to one (1) day with pay at his regular hourly rate of pay.
- 16.03 The Employer agrees that if a death in the family, as described in 16.01(a) should occur while an employee is on vacation, the terms of this Article would prevail and the employee would be entitled to reschedule his vacation to another mutually agreeable time within the same calendar year.
- 16.04 Pay for bereavement leave shall be calculated on the employee's base rate and will be based on time lost from regularly schedule shifts, which he would have otherwise worked.

ARTICLE 17: GENERAL

- 17.01 A bulletin board will be provided by the Employer for the purpose of posting Union notices. All notices and postings shall be consistent with the terms of this Agreement.
- 17.02 The Employer shall provide free parking to all employees who use their own automobile for transportation.
- 17.03(a) Mileage allowance for all employees shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
 - (b) The mileage rate shall be fifty cents (50¢) per kilometre.
- 17.04 Employees shall not be charged costs for loss or damage to cargo or equipment unless clear proof of negligence is shown.
- 17.05 In no case will an employee's hourly rate be reduced by reason solely of the application of this clause regardless of what classification he may have. If the new classification carries a higher rate, he will receive the new rate. If the new classified position carries a lower rate, his current rate at the time of the change will remain as his personal rate and he will receive it until he accepts another position, at which time the personal rate will be permanently discontinued.

ARTICLE 18: JURY AND WITNESS DUTY

- 18.01 Employees who are compelled to serve as jurors in any court of law, or are required to attend as witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or coroner's inquest shall be granted a leave of absence for the purpose. Upon completion of their jury or witness service such employee shall present to the Employer a satisfactory certificate showing the period of such service, if the Employer so requests.
- 18.02 Commencing the third (3rd) week, the Employer shall pay such employees the difference between the jury duty pay or witness fees received and the wages he would otherwise have earned at his regular, straight time hourly rate of pay.
- 18.03 Such leave shall not constitute a break in service for the calculation of benefits covered by this agreement.

ARTICLE 19: UNIFORMS AND EQUIPMENT/TOOLS

- 19.01(a) The Company recognizes its obligation to provide a safe, healthful working environment for all Employees and agrees to abide by the *Occupational Health and Safety Act*, as amended.
- (b) In the event of legislative changes to the *Occupational Health and Safety Act*, the Company agrees to continue to recognize the workers right to refuse work which is hazardous to their health and safety, without reprisal from the Company.
- (c) The Union shall appoint, or otherwise select, an Employee from the bargaining unit as the Health and Safety Representative. The Health and Safety Representative and the Employer Representative shall meet at least once every three (3) months to discuss any work related health and safety issues in accordance with the *Occupational Health and Safety Act*.
- 19.02 The Company agrees to have a properly equipped first aid box in an accessible place.
- 19.03 The Employer shall pay the cost for any employee who is required to wear safety shoes or boots in accordance with the *Occupational Health and Safety Act* to a maximum of **one hundred dollars and forty dollars (\$140.00) in year 1 and in year 3 to one hundred and fifty dollars (\$150.00)** of the collective agreement. **The wearing of safety shoes is mandatory in designated areas.**
- 19.04 If an employee's safety shoes or boots are damaged beyond repair due to some work related condition or incident, the Employer will replace them, but not more than once each year.

- 19.05 If the wearing of safety hats is required by the Ministry of Labour the Employer will provide the C.S.A. approved safety hats to all employees free of charge.
- 19.06 If the wearing of hearing protection is required, the Employer shall provide such equipment at no cost to the employee.
- 19.07 Wherever an employee requires safety glasses in the performance of his duties, such glasses shall be provided by the Employer at no cost to the employee.
- 19.08 The Employer shall provide all necessary tools.
- 19.09 No employee shall be compelled to operate any equipment that is not in safe condition.
- 19.10 The Employer will supply, free of charge, an appropriate winter jacket for the driver. The employee will receive an amount of **one hundred dollars and fifty (\$160.00)** for the life of the collective agreement to put towards a work article of clothing of his choice.
- 19.11 All trucks shall be equipped with adequate heaters, windshield wipers, rear view mirrors and directional signals.
- 19.12 The Employer shall pay all reasonable costs for meals and hotel accommodations for Drivers on out of town trips or when their hours necessitate an overnight stay in a hotel.

ARTICLE 20: NO DISCRIMINATION

- 20.01 The Employer and the Union agree that there will be no discrimination against any employee, by either party, contrary to the *Ontario Human Rights Code*.

The Company agrees that no employee shall, in any manner, be discriminated against or coerced, or strained or influenced on an account of membership or non-membership in the Union or any labour organization, or by reason of any activity or lack of activity in the Union or any labour organization.

The Company and the Union agree there shall be no discrimination, intimidation, interference, restraint or coercion by or on behalf of either party and the parties will not discriminate against any employee because of race, ancestry, place of origin, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, disability, nor will they condone sexual harassment in any form.

ARTICLE 21: WAGES & HEALTH AND WELFARE BENEFITS

21.01 Attached to and forming part of this Agreement is Schedule "A", Wage Rates and Classifications.

21.02 **Letters of Understanding**

All Letters of Understanding, schedules and appendixes are referenced herein and form part of this Collective Agreement.

ARTICLE 22: PAID EDUCATION LEAVE

22.01 The Employer agrees to pay into a special fund an amount of **four hundred dollars (\$400.00)** for the life of the collective agreement 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. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

22.02 The Employer shall allow up to two (2) leave of absences, totalling a maximum of five (5) working days per contract year for the Unit Chairperson to attend training sessions for the Union.

The Employer agrees to continue the pay of the Unit Chairperson and bill the Local Union for wages, within thirty (30) days.

ARTICLE 23: DURATION

23.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from the **1st day of November, 2018 to the 31st day of October 2022**, and shall continue automatically thereafter for one (1) year periods unless one party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

- 23.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 23.03 If, pursuant to the negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the Parties or unless conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

DATED AT PLANTAGENT, THIS DAY OF , **2018.**

FOR THE COMPANY

FOR THE UNION

SCHEDULE "A" – WAGE RATES

DESKTOP PUBLISHING	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$18.11	\$18.33	\$18.56	\$18.78	\$19.10
Top Rate (100%)	\$20.12	\$20.37	\$20.62	\$20.87	\$21.22

ELECTRONIC STRIPPING	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$20.42	\$20.65	\$20.87	\$21.10	\$21.41
Top Rate (100%)	\$22.69	\$22.94	\$23.19	\$23.44	\$23.79

PRESSMAN ON QM46	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$17.21	\$17.43	\$17.66	\$17.88	\$18.20
Top Rate (100%)	\$19.12	\$19.37	\$19.62	\$19.87	\$20.22

BINDER HELPER	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$13.61	\$14.00	\$14.07	\$14.29	\$14.61
Top Rate (100%)	\$15.13	\$15.38	\$15.63	\$15.88	\$16.23

JUNIOR BINDER	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$18.84	\$19.06	\$19.29	\$19.51	\$19.83
Top Rate (100%)	\$20.93	\$21.18	\$21.43	\$21.68	\$22.03

SENIOR BINDER	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$22.23	22.46	22.68	22.91	23.22
Top Rate (100%)	\$24.70	24.95	25.20	25.45	25.80

JUNIOR PRESSMAN ON SM-74-4P	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$20.94	\$21.17	\$21.39	\$21.62	\$21.93
Top Rate (100%)	\$23.27	\$23.52	\$23.77	\$24.02	\$24.37

SENIOR PRESSMAN ON SM-74-4P	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$23.17	\$23.40	\$23.63	\$23.85	\$24.17
Top Rate (100%)	\$25.75	\$26.00	\$26.25	\$26.50	\$26.85

LEAD HAND	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$22.23	\$22.46	\$22.68	\$22.91	\$23.22
Top Rate (100%)	\$24.70	\$24.95	\$25.20	\$25.45	\$25.80

TRUCK DRIVER	Expired Rate	Year 1	Year 2	Year 3	Year 4
Probation Rate (90%)	\$16.64	\$16.87	\$17.09	\$17.32	\$17.63
Top Rate (100%)	\$18.49	\$18.74	\$18.99	\$19.24	\$19.59

It is understood and agreed to between the parties that, during the first twelve (12) months in a classification, the Employer will be entitled to increase the salary of an employee. The Employee would then continue the progression steps as per the Collective Agreement.

It is also understood and agreed to between the parties that the employee designated by the Employer as the Maintenance Mechanic will receive a premium of two dollars (\$2.00) per hour over and above his regular rate of pay. Such premium will then be deemed to be included in his regular salary, therefore will be included in the calculation of overtime and Paid Holidays.

UNIFOR GRAPHICAL UNION LABEL COLLECTIVE AGREEMENT LANGUAGE

1. 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 Nation Union upon execution of, and compliance with, the National Union's Union Label License Agreement. A copy of that Agreement is attached to this collective agreement and must be recommended by the Local Union, executed by the Company and approved and signed by the Nation Union to be effective.
2. 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.
3. 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 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.

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