

COLLECTIVE AGREEMENT

BETWEEN:

SPEEDEE PRINTING SOLUTIONS LTD.

Prince George, B.C.

AND



UNIFOR
Local2000 | Canada

Effective:

January 1st, 2018 to December 31st, 2020

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AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, 2018, by and between Speedee Printing Solutions Ltd., (Prince George, B.C.) (hereinafter sometimes referred to as the “Employer”), through its authorized representatives and the Union, Local 2000, Unifor (hereinafter referred to as the “Union”) by its officers or a committee duly authorized to act in its behalf shall be effective beginning January 1, 2018, and ending December 31, 2020

If an agreement has not been reached by the date upon which this agreement expires, the terms and conditions of the expired agreement shall be maintained until a new agreement is reached or other action is authorized by the Union or by the Employer signatory hereto.

All employees covered by this agreement are mutually recognized as being employed on hourly rates. Any reference hereinafter made to rates of pay in any other form than hourly rates is for the mutual convenience of the parties to this agreement.

1. MEMBERS OF THE UNION

1.01 The Employer agrees to employ only members of the Union to perform all work within the jurisdiction of the Union.

- 1.02 The certification of the Union at the Labour Relations Board of British Columbia is for all employees of SpeedDee Printing Solutions Ltd. at 795 Third Avenue in Prince George, B.C.

2. JURISDICTION

Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including:

- 2.01 All composing, pre-press make-ready and pressroom work. The Employer shall make no other contract covering work as described above, especially no contract using the word “stripping” to cover any of the work above mentioned.
- 2.02 All Bindery work including the counting, cutting, handling of stock; operators and machinist of all cutting, stitching, punching, stapling, gluing, folding, collating, laminating and other machines used in the bindery operation; all hand collating, stapling, gluing, round cornering, wrapping, addressing and other handling of stock and printed matter which is part of the operations of the shop.
- 2.03 Printing Office Worker: A person regularly employed for the purpose of serving the customer(s), relaying instructions and handling the necessary paperwork involved with the daily operations of the print shop.

2.04 In the event the Employer decides to introduce any new equipment, machinery or process which is a substitute for, or evolution of present composing equipment, machinery or process, employees covered by this agreement will perform all work within the jurisdiction of the Union regardless of the equipment or material used or where the work is to be performed. The Employer agrees to provide Journeypersons and apprentices with adequate equipment and full opportunity to become proficient on all such equipment and processes .

2.05 President/related employees

- a) It is recognized that David George, president of the company, has been performing a certain amount of work within the jurisdiction of the Union and the Union agrees that he may continue to perform such work without it being required to become a member provided that if he ceases to perform such work it will be performed by members of the Union.
- b) David George may train members of his immediate family (Lynn, Dane, Lisa or Heather) in the business of running the Printing Division provided that it will not lead to the lay off of employees currently employed.

- 2.06 The office accounting duties may be performed by an employee who will not be required to join the Union as long as the accounting duties remain less than sixty (60) hours per month.

3. GENERAL RULES OF THE UNION TO GOVERN

- 3.01 Both parties agree that their rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed therein.

- 3.02 If either party hereto wishes to propose an amendment to this contract or a new contract to take the place of this contract upon expiration date, it may at any time within four (4) months immediately preceding the expiry of the agreement, by written notice require the other party to commence collective bargaining.

- 3.03 If a notice is not given as stated above by either party ninety (90) days or more before the expiry of the agreement, both parties shall be deemed to have given notice ninety (90) days before expiry.

4. OVERTIME REGULATIONS

- 4.01 The Employer agrees to respect and observe all regulations governing the posting and

cancellation of overtime as have been adopted by the Union and as are in effect on the date of execution of this agreement. Any differences of opinion that might arise between the parties over the application and enforcement of such provisions shall be subject to the grievance procedures provided for elsewhere in this agreement.

5. STRUCK WORK

5.01 The Union reserves to its members the right to refuse to execute all work received from or destined for struck offices, unfair employers or publications when a legal strike is on.

6. PICKET LINE

6.01 No employee covered by this agreement shall be required to cross a picket line established because of an authorized strike by any local Union of Unifor.

6.02 No employee covered by this agreement shall be required to cross a picket line established because of a legal strike.

7. UNION LABEL

7.01 The Employer shall protect the use of the Union label and shall return the label to Unifor, 2000 if it should cease to be certified with the Union.

8. FOREMAN

8.01 The operation, authority, and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a Journeyperson member of the Union, as the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ or discharge.

8.02 The foreman may discharge

(1) for incompetency;

(2) for neglect of duty;

(3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees or their rights under accepted Unifor Laws. A discharged employee shall have the right to challenge the fairness of any reason given for his or her discharge.

8.03 When it becomes necessary to decrease the workforce due to insufficient work, such decrease shall be accomplished by laying off by seniority (first in last out). The Employer will provide forty-eight (48) hours' notice to the Union and to the employees prior to such lay off. Should there be an increase in work, the persons displaced through such a lay off shall be reinstated in

reverse order in which they were laid off before other help may be employed. Upon demand, the foreman shall give the reason for lay off in writing to the Union within seventy-two (72) hours after such lay off. This section shall apply to incoming as well as outgoing foremen.

- 8.04 Any member who has been laid off and believes the lay off unjustified shall have the right to appeal to the Joint Standing Committee. The decision of the Joint Standing Committee shall be final and binding.
- 8.05 Handing out copy and giving instructions shall be considered the work of the foreman and persons so employed shall be members in good standing of the Union, and shall receive such compensation above the regular scale of wages as may be mutually agreed upon by the Employer and the person so employed, but not less than 12% of the basic rate of wage per hour shall be paid.

8.06 Foreman Judge of Competency

- a) The foreman shall be the judge of a person's competency on the basis of work performed and his or her general fitness to do the work of the office. No person legally discharged shall be eligible to sub except in the opinion of the foreman; provided that after a period of six (6) months any member discharged for incompetency or a minor offense may seek employment in an office from which he has been discharged.
- b) The foreman of the composing room, press room and camera room shall select, supervise and control all the employees, connected with the same, and all Journeypersons and apprentices shall perform such work as the foreman may direct, subject to the provisions of this Contract, and of the Union Laws which are not inconsistent with this Contract, to the end that fruitless controversy be avoided, harmonious relations maintained and the regular and orderly prosecution of the business which the parties have a community of interest be assured.
- c) The foreman shall have the privilege of calling his or her force or any part of it to work at different hours. When the usual hour for starting work is to be altered, twenty-four (24) hour's notice shall be given

by the foreman to the union representative. All the time covered by this agreement belongs to the office, and employees shall perform any duties pertaining to work in the composing room, press room and camera room assigned to them by the foreman, subject to the provisions of this Contract and of the Union Laws which are not inconsistent with this Contract.

- d) The foreman shall not be disciplined by the Union for carrying out the instructions of the Employer, authorized in this Contract and Scale. Union representatives of the employees shall not be subject to discipline or discharge for any act in the performance of their duties as representatives of the Union.

8.07 Transfer to Different Positions - Employees may be transferred from one position to another at the call of the foreman. The foreman cannot be required to make any transfer for any purpose which in his opinion decreases the efficiency of the office, neither shall he or she cause to be employed more members than are needed in one class of work and later transfer them to work which could have been done by others whose priority entitled them to that work. In no case shall a foreman transfer a person to a department with which he or she is not familiar in and then declare the person incompetent.

8.08 All operators on machines shall be journeyperson members in good standing with the Union.

9. GRIEVANCE PROCEDURES

9.01 Any employee grievance must be submitted to the Union representative within 15 working days of its first coming to the attention of the Union.

9.02 The Union representative will attempt to resolve the matter with the management within 48 hours.

9.03 If the grievance cannot be resolved informally, it will then be put into writing and submitted by a Union representative to the manager, and, if the grievance cannot be resolved within 48 hours it shall be submitted to the Joint Standing Committee. A grievance lodged by the Employer shall be submitted directly to the Joint Standing Committee. A Union representative could be, but not limited to a shop steward, Union executive or national representative.

9.04 A standing committee of two (2) representatives appointed by the Employer, and a like committee of two (2) representatives appointed by the Union, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his or her place.

- 9.05 The Joint Standing Committee shall meet within 5 days to deal with all disputes to this collective agreement. Such committee shall meet at a mutually satisfactory time to the parties when any questions of difference shall have been referred to it for decision by the executive officers of either party to this agreement.
- 9.06 Should the joint standing committee be unable to agree, then;
- a) Either party may refer the matter to arbitration within 15 days.
 - b) The arbitrator's decision shall be final and binding on both parties.
 - c) In no event shall the arbitrator have the power to alter or amend this agreement in any respect.
 - d) Where a stipulated time is mentioned in this section, the time may be extended by mutual agreement of the parties or the representatives.
 - e) The cost of the arbitrator shall be borne equally by the parties.
- 9.07 Subsection (2 & 3) of Section 50 of the Labour Relations Code of British Columbia shall be inoperative and shall not be applicable to this agreement.

10. OVERTIME RATE - WORK WEEK

10.01 All time worked outside of an employee's regularly scheduled hours of work shall be considered overtime hours and shall be paid for at one and one-half times (1 ½) the employee's regular straight time hourly rate.

11. WORKING HOURS

11.01 Eight (8) hours continuous work (exception not less than thirty (30) minutes for lunch) between the hours of 6.00 a.m. and 6:00 p.m. shall constitute a day's work, and eight (8) hours continuous work (exception not less than thirty (30) minutes for lunch) between the hours of 6.00 p.m. and 6.00 a.m. shall constitute a night's work.

11.02 For regular full-time employees, the work week shall consist of thirty-seven and one-half (37 ½) hours, Monday to Friday.

11.03 For all other employees, the work week shall consist of thirty-seven and one-half (37 ½) hours within the calendar week.

11.04 No provision in the collective agreement shall prevent the Employer from establishing a shift that encompasses work on Saturday and/or Sunday at straight time rates of pay. The specific details of this shift would be discussed with the Union and set out in a letter of understanding between the parties.

- 11.05 The work week will consist of five (5) days totaling thirty-seven and one half (37 ½) hours. Four (4) days of the work week will be eight (8) hours each and the fifth day of the work week will be five and one half (5 ½) hours. This can be changed to a work week of days of 7 ½ hours each.
- 11.06 All work performed in the day time shall be paid for at the day rate. All work performed at night shall be paid for at the night rate. When a shift is worked part day and part night, the night rate shall be paid, and members working such a shift shall be considered to be night workers.
- 11.07 Night rate shall consist of the base rate plus an additional 10% per hour.
- 11.08 The Employer will endeavour to hire sufficient competent qualified persons to meet the normal requirements of the Employer and thereby make it unnecessary for regular members to work in excess of five (5) shifts in any regularly scheduled work week.

12. LUNCH PERIOD

- 12.01 A lunch period of at least thirty (30) minutes and not more than one (1) hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

- 12.02. Lunch period must not be more than four and one half (4 1/2) hours from starting time except in the case of an emergency.

13. HOLIDAYS

- 13.01 All work performed by day shifts on holidays shall be paid for at the rate of two times (2x) the employee's regular straight time hourly rate. The recognized holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and each additional holiday declared by either the Provincial or Federal Governments.
- 13.02 The holiday shall begin at 12 a.m. on the holiday or day legally observed as such and continue for the succeeding twenty-four (24) hours. All situation holders and apprentices scheduled to work on the above-named holidays shall receive straight-time pay when not required to report.
- 13.03 When a holiday falls on an employee's normal day off he or she shall be given another day off with pay within thirty (30) days on a date mutually agreed to.
- 13.04 If production requirements prevent the granting of such additional day off the employee shall be paid one (1) day's pay in lieu thereof.

- 13.05 Whenever provincial or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by provincial or federal statute, whichever is controlling.
- 13.06 Any shift which begins on a holiday, or day legally observed as such, shall be considered a holiday shift. The regular starting time of any shift shall not be changed to avoid holiday pay or the holiday premium rate of pay.
- 13.07 Should a holiday fall during an employee's vacation he or she shall be granted an additional day off with pay or shall receive an additional day's pay in lieu thereof.
- 13.08 Employees shall be entitled to one (1) floating holiday each calendar year and such day to be arrived at annually through mutual agreement between the employee and the Employer.

14. FULL SHIFT

- 14.01 No employee shall be paid for less than a full shift except when discharged for cause or excused at his or her own request.

15. CALL BACK

- 15.01 Employees called back after having left the office shall be paid \$25.00 for such call back and overtime rates for all time worked.
- 15.02 Employees who have worked the previous shift and are called back within one (1) hour of quitting time shall be paid for the interval at the prescribed rate of pay.
- 15.03 Overtime shall be given out by the Foreman.
- 15.04 Machine operators covered by this agreement shall not be required to work alone, unless a qualified assistant is available in case of accident. The following apparatus shall qualify for this section: all presses, and paper cutter.

16. LAYOFF AND SEVERANCE PAY

- 16.01 In the event of a layoff, all affected employees shall receive a minimum of two weeks' notice plus:
- a) 2 weeks' severance pay for one year's service, or greater portion thereof,
 - b) 4 weeks' severance pay for two years' service or greater portion thereof,

- c) and an additional weeks' severance pay for each additional year, or greater portion thereof, as follows:

Service	Weeks' Severance
3 years	5 weeks
4 years	6 weeks
5 years	7 weeks
6 years	8 weeks
7 years	8 weeks
8 years	8 weeks
9 years	9 weeks
10 years	10 weeks
11 years	11 weeks
12 years	12 weeks

- 16.02 The Employer will provide notification to the Union as early as possible but in any event no later than the time the notice is issued to the affected employees.

17. HEALTH CARE

Hospitalization

- 17.01 The Employer agrees to provide a comprehensive health and welfare program for all full-time employees and their dependants. The costs of the programs are shared 75% by the Employer and 25% by the employees. The deductible for the extended health plan will be \$100.00.

Dental Plan

- 17.02 All full-time employees will be covered by a dental plan. The cost of said plan will be paid 75% by the Employer and 25% by the employees. The employee shall be required to pay 20% of the dentist's bill but shall be reimbursed by the Employer by submitting the receipt to said Employer. Such arrangement is deemed to make the dentist(s) more accountable for their billings.

Glasses

- 17.03 The Employer agrees to provide all full-time employees three hundred (\$350.00) dollars for prescription eye wear (glasses or contact lenses) per employee per two (2) year period, provided that the employee has a doctor's prescription. The person shall have choice of frames and glasses.

Eye Exams

- 17.04 The Employer will reimburse the cost of one (1) eye examination per full-time employee every two (2) contract years.

18. APPRENTICE REGULATIONS

- 18.01 Apprentices may be employed in the ratio of one (1) to every two (2) Journeypersons regularly employed until one (1) apprentice has been

employed, then the ratio shall be one (1) to every five (5) additional Journeypersons regularly employed. No office will be permitted more than four (4) apprentices.

- 18.02 Apprentices and Bindery Apprentices shall be registered by the secretary of the Union and shall serve an apprenticeship of four (4) years (except as otherwise provided by the applicable Provincial body governing apprentices), and bindery apprentices shall serve three (3) years, before being admitted as Journeyperson members in the Union. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice, and the term of his or her apprenticeship may be shortened to the extent of such accelerated advancement.
- 18.03 Within sixty (60) working days the foreman shall confirm an apprentice. At that time the apprentice shall be registered with the applicable Provincial body governing apprentices.

18.04 The minimum scale for apprentices shall not be less than that provided for by law. Otherwise, such scale shall be in proportion to the Journeyperson's scale for day and night work as follows:

First year	50 % of scale
Second year	65 % of scale
Third year	75 % of scale
Fourth year	90 % of scale
Fifth year +	100 % of Journeyperson rate

Bindery apprentices shall receive not less than the following wages:

First year	70 % of base rate
Second year	80 % of base rate
Third year	90 % of base rate
Fourth year +	100 % of Journeyperson rate

19. SCALE OF WAGES

19.01 **Journeyperson** - The determination of the minimum hourly wage for the Journeyperson shall be as follows:

- a) the base rate
- b) the base rate plus an additional rate for "recognized expertise" subject to the following:
 - i) "recognized expertise" shall be determined by a committee comprised of a

journeyman elected by the union, the foreman and one other Journeyman mutually agreed upon by both parties based on the ability to perform work in areas outside their normal sphere of work.

- ii) once “recognized expertise” has been granted, it cannot be taken away.

	Base Rate	Recognized Expertise	Total
Jan. 1, 2018	25.66	1.63	27.29
Jan. 1, 2019	26.01	1.63	27.64
Jan. 1, 2020	26.36	1.63	27.99

19.02 **Graphic Artist rate** – Journeyman base rate

19.03 **Bindery base rate** – The base rate is as follows:

Jan. 1, 2018	18.49
Jan. 1, 2019	18.84
Jan. 1, 2020	19.19

19.04 Head Bindery Person shall receive not less than the base rate of a Journeyman bindery worker plus an additional 15% per hour for that position.

- 19.03 **Printing Office Supervisor** - The base rate for the Printing Office Supervisor, as designated by management, shall be:

	Bindery Rate	Plus 15%	Total
Jan. 1, 2018	18.49	2.77	21.26
Jan. 1, 2019	18.84	2.83	21.67
Jan. 1, 2020	19.19	2.88	22.07

- 19.04 **Junior Printing Office Clerk/ Copy Centre Clerk**

	Start	1st Increment	2nd Increment	3rd Increment
Jan. 1, 2018	14.52	15.52	16.52	17.52
Jan. 1, 2019	14.87	15.87	16.87	17.87
Jan. 1, 2020	15.22	16.22	17.22	18.22

A job description and training program will be developed for this job classification by a committee made up of the office supervisor, owner and a union representative. New hires will be evaluated every six months and move up on the pay grid as they achieve satisfactory progress in developing the skill levels required for the job.

- 19.05 **Senior Printing Office Clerk**

	Start	After completing training
Jan. 1, 2018	17.82	18.57
Jan. 1, 2019	18.17	18.92
Jan. 1, 2020	18.52	19.27

A job description and training program will be developed for this job classification by a committee made up of the office supervisor, owner and a union representative. Employees will move from the Printing Office Clerk classification into this classification as designated by management. This employee will fill in for the Printing Office Supervisor when required for vacation relief and sickness of 1 day or more and receive the Printing Office Supervisor rate while doing that work.

- 19.06 **Shipping/Receiving Clerk** - This position will include shipping and receiving, stamp assembly, clean up and other related duties that may be assigned from time to time.

The Shipping/Receiving Clerk rate is:

Jan. 1, 2018	16.04
Jan. 1, 2019	16.39
Jan. 1, 2020	16.74

- 19.07 **Labourers** - This position will perform entry level tasks, clean-up duties and other duties as assigned by the foreman and senior staff.

	Start	After 6 Months	After 12 Months	After 18 Months	After 24 Months
Jan. 1, 2018	13.68	13.99	14.30	14.61	14.92
Jan. 1, 2019	14.03	14.34	14.65	14.96	15.27
Jan. 1, 2020	14.38	14.69	15.00	15.31	15.62

Any employee currently receiving more than these rates will maintain their pay rates plus the same negotiated hourly increases paid to other workers.

- 19.08 **Small Press Operator** - In the event the Employer wishes to implement a training position for the Small Press Operator, the training opportunity will be first offered to employees in the bargaining unit with the senior employee who applies being granted the training position. The Employer will monitor the trainee's progress and have three (3) months to determine if the trainee is capable of performing the job. If the employee is subsequently judged to not be capable of performing the job, the employee will return to their previously held position.
- 19.09 The training rate for small press operator trainees from the bargaining unit will be as follows:
- | | |
|-----------------------|------------------------------|
| First six (6) months | employee's existing job rate |
| Second six (6) months | 90% of classification rate |
| Thereafter | 100% of classification rate |
- 19.10 In the event that no bargaining unit employee applies for the trainee position or is judged capable of performing the job, the Employer may advertise outside the bargaining unit for a trainee.

- 19.11 The Employer will monitor the trainee's progress and have three (3) months to determine if the trainee is capable of performing the job. If the employee is subsequently judged to not be capable of performing the job, the employee will be released from employment unless the Employer wishes to retain his / her services elsewhere in the operation.
- 19.12 The training rate for small press operator trainees from outside the bargaining unit will be as follows:
- | | |
|--------------|--|
| First year | 12.35 |
| Second year | 15.35 |
| Third year + | Classification rate (for small press operator) |
- 19.13 The rate of pay for the Small Press Operator will be:
- | | |
|--------------|-------|
| Jan. 1, 2018 | 21.26 |
| Jan. 1, 2019 | 21.61 |
| Jan. 1, 2020 | 21.96 |
- 19.14 Minimum Wage - In the event that the BC Minimum Wage is increased and becomes greater than any of the regular rates in the Collective Agreement, those rates will be increased to be equal to the minimum wage in effect at that time.

20. PENSION PLAN

- 20.01 An additional 2% of the rates set above shall be directly forwarded to the Pension Plan as negotiated with Great-West Life. These contributions are employee contributions and are not subject to vesting.
- 20.02 The Employer agrees to contribute 70 cents per hour into the pension plan effective Jan. 1, 2018, 75 cents per hour effective Jan. 1, 2019 and 80 cents per hour effective Jan. 1, 2020 for the purpose of providing pensions. These contributions shall be forwarded monthly.
- 20.03 Contributions shall be made for any shift for which an employee receives compensation including sick leave, vacations, holidays, WCB and bereavement leave. No payments will be made for an employee who is off for more than one (1) year.

21. UNION MEETINGS

- 21.01 All union meetings shall be held outside of working hours except in case of an emergency.

22. JURY DUTY

- 22.01 Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or act as a Crown Witness or Coroner's Witness on a day

which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week to a maximum of thirty (30) days reimbursement, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.

23. BEREAVEMENT LEAVE AND PAY

- 23.01 When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he or she shall be compensated at his or her regular straight time hourly rate of pay for hours lost from his or her regular work schedule for a maximum of three (3) days.
- 23.02 Members of the employee's immediate family are defined as spouse, child, parent, legal guardian, sibling, mother in-law, father in-law, grandchild or grandparent of the employee and any person who lives with the employee as a member of the employee's family.
- 23.03 In the event that the employee has to travel more than 400 km as a result of death to a member of the regular full-time employee's immediate

family, the employee shall be compensated at his or her regular straight time hourly rate of pay for hours lost from his or her regular work schedule for a maximum of five (5) days.

24. COMPUTERS

24.01 All computers shall be operated by Journey persons or apprentices covered by this agreement with the exception of front office computers.

25. ACCESS TO PAYROLL

25.01 The union may have access to payrolls for the purpose of making returns to the earnings of the members to the Secretary-Treasurer of the union.

26. EXTRA WORK

26.01 Employment other than regular situations shall be classed as extra work and shall be given out in priority to the person(s) competent to perform the work.

27. SANITARY REGULATIONS

27.01 The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work; and all machines or apparatus from which dust, gasses or other impurities are produced or

generated shall be equipped in such manner as to protect the health of employees.

28. VACATIONS WITH PAY

- 28.01 Employees with one (1) or more years of continuous service with the Employer shall receive two (2) weeks vacation with pay based on four percent (4%) of the previous year's total earnings or seventy-five (75) hours at the hourly rate, whichever is greater. (Working years shall be calculated according to the number of anniversaries of an employee's date of hire).
- 28.02 Employees with three (3) or more years of continuous service with the Employer shall receive three (3) weeks vacation with pay based on six percent (6%) of the previous years total earnings or one hundred and twelve and one half (112 1/2) hours at the hourly rate, whichever is greater.
- 28.03 Employees with five (5) or more years of continuous service with the Employer shall receive four (4) weeks vacation with pay based on eight percent (8%) of the previous years total earnings or one hundred and fifty (150) hours at the hourly rate, whichever is greater.

- 28.04 Employees with seven (7) or more years of continuous service with the Employer shall receive one (1) additional day with pay at the hourly rate for every year over seven (7) years of continuous service, to a maximum of five (5) weeks. These extra days will however, be honoured as an employee contribution to the Pension Plan as negotiated in Section 20 of this Agreement.
- 28.05 Members working less than one hundred and fifty (150) shifts shall receive one (1) day's vacation pay for each twenty-four (24) shifts worked or four per cent (4%) of total earnings, whichever is greater.
- 28.06 Due allowance to be made for authorized leaves of absence because of sickness or other justified causes. Vacation pay scale in each case shall be the straight time rate currently paid to the employee.
- 28.07 It is agreed that the Employer shall not be obliged to fill positions of employees on vacation but may do so at his own discretion and therefore, regular employees on vacation shall not employ subs to fill their positions unless requested to do so by the foreman.
- 28.08 The vacation year shall be from January 1st to December 31st.

- a) Employees who have completed their first year of employment will receive a prorated vacation calculated from their date of hire to the common anniversary date.
- b) A vacation schedule shall be posted on the Board on or before January 1 of each year and shall indicate how many employees can be off in each department at any time. Vacations shall be scheduled by seniority until April 30 and thereafter, vacations shall be scheduled on a first come first served basis and shall be in a period that has a vacation vacancy.
- c) If outstanding vacations have not been scheduled by August 31 of each calendar year, the Employer shall require employees to schedule and take the vacation prior to the end of the year. Employees must take all paid vacation.
- d) Scheduled vacations may only be changed with the approval of the Employer. Such approval shall not unreasonably be withheld. At no time shall a vacation change disrupt another employee's vacation.
- e) No employee shall book a second period of vacation in prime time until all employees have had a first claim for vacation. Prime time shall be June 15 to September 15, Christmas week and Spring Break.

29. PRIORITY CLAIMS

29.01 Employees may claim new shifts, new starting time, new slide days and have choice of vacation schedule in accordance with their priority standing.

30. SICK LEAVE

30.01 All union employees hired before January 1, 2004 shall be entitled to sick leave of one (1) week per contract year with regular pay. Employer Group Plan sick leave benefits shall be effective and payable on the ninth day of illness. Sick benefits not used may be accumulated to a maximum of ten (10) weeks. All cases of sick leave are subject to presentation of a physician's certificate. In case where employees receive insurance benefits under Employer's Group Plan during the period that Employer's sick pay is received such insurance benefits shall be paid over to the party of the first part.

30.02 Employees hired after January 1, 2004 shall be entitled to five (5) days of sick leave per contract year with regular pay. Employees shall be entitled to accumulate sick leave beyond the end of the contract year to a maximum of eight (8) days. Employer Group Plan sick leave benefits shall be effective and payable on the ninth day of illness. Accumulated sick leave may be used (at the employee's option) to make up the difference

between the weekly benefits received and the employee's normal take home pay. All cases of sick leave are subject to presentation of a physician's certificate. In case where employees receive insurance benefits under Employer's Group Plan during the period that Employer's sick pay is received such insurance benefits shall be paid over to the party of the first part.

31. LEAVES OF ABSENCE

- 31.01 Upon request the Employer will grant employees leave of absence to attend union meetings, conventions, other union business, provided that not more than two (2) employees from the bargaining unit may be absent at one (1) time.
- 31.02 Leaves of absence without pay may be granted by management for good and sufficient cause, subject to operational requirements.

31.03 All conditions of the leave and the return to work must be in writing and agreed to by both parties before the leave is effective. Failure to return to work from a leave of absence upon its expiry date shall be considered a voluntary resignation, unless such date has been extended by mutual agreement of management and the employee in writing. Although a leave of absence will not break seniority standing (an employee's continuous service) there shall be no accrual of vacation credits, pension, sick leave and time required to advance on the pay scale or any obligation on the part of the Employer to maintain or incur any costs on behalf of the leave taker.

32. OFFICE ENTITLED TO 'PICK-UPS'

32.01 The office reserves the right to "pick-ups", both machine and hand set. Matter once paid for shall always remain the property of the office, either in type or form, to be used in any or all editions, or as many times as may be desired with such changes as the office may wish to make. "Kill" marks shall not deprive the office of "pick-up".

33. MATERNITY/PARENTAL LEAVE

33.01 Maternity/parental leave is unpaid and shall be in accordance with the Employment Standards Act of British Columbia.

33.02 When the employee returns to active employment after maternity/parental leave, (s)he shall be reinstated at the same or comparable position, there will be no break in seniority standing (an employee's continuous service) but there shall be no accrual of vacation credits, pension, sick leave and time required to advance on the pay scale or any obligation on the part of the Employer to maintain or incur any costs on behalf of the leave taker.

34. PART-TIME EMPLOYEES

34.01 A part-time employee is one who is hired to work regularly less than 75 per cent of the work week provided for in this collective agreement.

34.02 Part-time employees shall not be employed where, in effect, such employment would substitute for (except for employees on sick leave, vacation or written leave of absence), eliminate or displace a regular or full-time employee.

34.03 Part-time employees shall move up pay grids and receive additional vacation credits calculated on their actual hours of work and not on their date of hire.

34.04 Part-time employees shall be given first opportunity to apply for full-time positions.

35. PROBATION


- 35.01 There shall be a probation period of ninety (90) calendar days. An additional ninety (90) calendar days may be agreed to in consultation between the Employer and Union. Notwithstanding this provision, new hires shall join the Union on the date of hire. No probationary employees shall be disciplined or discharged without just cause.

36. JOB POSTING

- 36.01. The Employer shall have the right to advertise for all openings for employment.
- 36.02. The Employer shall have the final right of selection for all hiring and/or promotion.
- 36.03. The Employer will provide the Union with copies of all job postings of openings for employment.
- 36.04. All job openings shall be posted at least one week prior to the closing date for applications.

IN WITNESS THEREOF, We have set our hands this 23
day of January, 2019.

Signed for the Employer by:



Signed for the Union by:







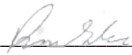
LETTER OF AGREEMENT #1
SUCCESSORSHIP

The parties agree that in the event that David George sells the business, Article 2, section 5 will be amended to include the purchaser and family.

The parties further agree that Kathy Ellis shall be able to continue to do the work she has been performing provided that it will not lead to the layoff of employees currently employed.



For the Employer



For the Union

March 15, 2018

LETTER OF AGREEMENT #2

KATHY ELLIS

The parties agree that Kathy Ellis may opt to return to the Bargaining Unit at any time and would be placed in a position equivalent to what she held at the time of leaving the Bargaining Unit.



For the Employer



For the Union

March 15, 2018

