

COLLECTIVE AGREEMENT

between

MARINE PRINTERS INC.

and



July 1st, 2016 to June 30th, 2018

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THIS AGREEMENT made and entered into this 29th day of September, 2016
BY AND BETWEEN:

MARINE PRINTERS INC.
(Party of the First Part)
hereinafter referred to as the Employer,

AND:

Unifor LOCAL 2000
(Party of the Second Part)
hereinafter referred to as the Union.

ARTICLE 1 – TERM OF AGREEMENT

1.01 From and after July 1, 2016 and for a full term of 24 months ending June 30th, 2018, this agreement shall remain in full force and effect and thereafter until terminated in accordance with the Labour Laws of the Province of British Columbia.

ARTICLE 2 – PROPOSALS FOR A NEW AGREEMENT

2.01 If either party hereto wishes to propose an amendment to this Agreement or a new Agreement to take the place of this one upon its expiration date, it shall notify the other party of its wishes in writing in accordance with the Labour Laws of the Province of British Columbia. The operation of Section 50, (2) and (3) of the Labour Code of British Columbia is hereby excluded.

2.02 In the event that no agreement is reached prior to the expiration of the Agreement, this Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike; the Employer legally locks out the employees or a new Collective Agreement is reached.

ARTICLE 3 – HIRING

3.01 The probation period for all new employees shall be sixty (60) days from the date of employment. It shall be a condition of continued employment that all employees shall be required to become members of the Union. If requested by either party a further thirty (30) days probationary period shall be granted. The Union agrees to accept the applications for membership of all new employees.

3.02 The Employer agrees to advise the Union of all position vacancies covered by this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 Within thirty (30) days of the signing date of this Agreement, the Employer and the Union shall each appoint two (2) members to form a Joint Standing Committee. The names of such members shall be forwarded to the other party as soon as they are appointed. In case of

vacancy on this committee from any cause the party not fully represented shall immediately appoint a new member to fill such vacancy.

- 4.02 As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the parties under this Agreement or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, representations shall first be made in writing to the Foreman or Chapel Chairman within five (5) days from the time the dispute comes to the attention of the party affected. Should the Foreman and the Chapel Chairman be unable to adjust the difference within forty-eight (48) hours either party may forthwith refer the matter to the Joint Standing Committee. Except in case of discharge, the conditions prevailing prior to any action or circumstance, which results in a dispute, shall be immediately reinstated and maintained until a decision is reached and work shall continue uninterrupted.
- 4.03 The members of the Committee shall be notified in writing by the Executive Officers of either party to this Agreement of a dispute and the Committee shall meet within five (5) business days of such notice.
- 4.04 If the Joint Standing Committee reaches a decision on an issue it shall be binding on both parties for the duration of this Collective Agreement.
- 4.05 If the Joint Standing Committee cannot reach a majority decision on any dispute within ten (10) days from the date on which the dispute is first considered by it, either party may refer the matter to arbitration. The representatives of each party to this Agreement to select an Arbitrator. If the parties are unable to agree upon an Arbiter then the selection shall be made by the Minister of Labour for the Province of British Columbia.
- 4.06 The Arbiter shall conduct the hearing within twenty (20) days from the date on which either party requested arbitration.
- 4.07 Within thirty (30) days of completion of hearings the Arbiter shall render this decision.
- 4.08 The Arbiter's decision shall be final and binding on both parties. However, in no event shall the Arbiter have the power to alter or amend this Agreement in any respect.
- 4.09 In discharge cases the employee shall not be reinstated until and unless the Joint Standing Committee or the Arbiter orders the reinstatement.
- 4.10 Whenever a stipulated time is mentioned in this Article said time may be extended by mutual consent of the parties or their representatives.

ARTICLE 5 – RATES OF WAGES

- 5.01 Journeymen: July 1, 2016 to June 30, 2018 – \$29.265
- 5.02 Bindery Journeymen: July 1, 2016 to June 30, 2018 – \$22.296
- 5.03 Bindery Assistant/ July 1, 2016 to June 30, 2018 – \$16.722

- 5.04** Wide Format Operator/
Digital Press July 1, 2016 to June 30, 2018 – \$22.777
- 5.05** Pre-Press July 1, 2016 to June 30, 2018 – \$26.338
- 5.06** AB Dick Press July 1, 2016 to June 30, 2018 – \$23.412
- 5.07** Casual Help July 1, 2016 to June 30, 2018 – \$14.494
- 5.08** A premium of 10% above the Journeyman rate shall be paid to employees operating the 4 colour GTO.
- 5.09** A premium of 15% above the regular Journeyman rate for Journeymen employees operating a press 29 inches or more with 4 or more units.
- 5.10** A Feeder shall receive not less than 70% of the regular Journeyman rate.
- 5.11** Payment of wages shall be made every two weeks.
- 5.12** Apprentices shall receive not less than the following rates of wages:

For the sixty (60) day probationary period: 40% of the Journeyman Pressmen's scale; and thereafter the following Percentage based on the respective Journeyman scale for day or night work:

	First 6 Months	Second 6 Months
First year	60%	65%
Second year	70%	75%
Third year	80%	85%
Fourth year	90%	95%

ARTICLE 6 – HOURS OF WORK

- 6.01** The week's work shall consist of 37 ½ hours, 7 ½ hours per day, 5 days or 5 nights per week, Monday to Friday, exclusive of lunch period.
- 6.02** A lunch period of not less than ½ hour nor longer than 1 hour shall be provided not less than 4 hours nor more than 5 hours after starting time. Determination of length of lunch to be by vote of each department.
- 6.03** Working hours at straight time rates shall be between the hours of 7:00 a.m. and 6:00 p.m. There shall be a uniform starting time and quitting time for all employees within the bargaining unit. Present employees starting times will not change during the term of the Agreement except by mutual agreement.

ARTICLE 7 – OVERTIME

- 7.01** Management shall designate when overtime shall be worked. All work done in excess of the regular working hours shall be considered overtime and paid at the rate of time and one-half

the regular rate for any one week. All work done in excess of four overtime hours in any one-week shall be paid at double the regular rate.

- 7.02** Work performed on Sunday and Statutory Holidays shall be paid for at the rate of two times straight time pay.

ARTICLE 8 – FOREMAN

- 8.01** Care and responsibility of the departments under the jurisdiction of the Union and giving instructions shall be considered the work of the Foreman and persons so employed shall be members in good standing of Local 2000.

ARTICLE 9 – APPRENTICES

- 9.01** The ratio of apprentices who may be employed in all offices over which this Union has jurisdiction shall be one to every four Journeymen, or fraction thereof, regularly employed.
- 9.02** Apprentices shall be registered with the Union after a sixty (60) day probationary period. If requested by either party a further thirty (30) days probationary period shall be granted.
- 9.03** Apprentices shall serve a four-year apprenticeship and shall complete the Union Correspondence Course applicable to their segment of the trade before becoming Journeymen.
- 9.04** An apprentice pressman shall not be allowed to work without a Journeyman pressman on the job. An apprentice pressman may operate one press under the supervision of a Journeyman pressman.
- 9.05** An apprentice pressman shall be given the opportunity to be trained on every machine under the jurisdiction of the Union.
- 9.06** The Employer shall reimburse any apprentice who successfully completes a recognized educational course applicable to their trade, the cost of the course.

ARTICLE 10 – MANNING

- 10.01** Manning in excess of the minimum standards set out in this Article shall be at the discretion of the Employer.
- 10.02** Single colour offset, sheet-fed, maximum size 22 X 28 inches, one Journeyman Pressman.
- 10.03** Automatic fed cylinders over 25 inches shall require one Pressman. For presses under the size, one Journeyman Pressman may operate two presses.
- 10.04** One Journeyman Pressman shall operate a GTO 4-unit press up to 20 inches.
- 10.05** One Journeyman Pressman and one Feeder or Apprentice shall operate a press 29 inches or more with 4 or more units.
- 10.06** When deemed necessary according to length and simplicity of run, a Journeyman Pressman may operate two small automatic presses up to and including 22 inches for a period of time specified by the Foreman.

- 10.07 A press is considered in operation when being made ready.
- 10.08 Whenever a machine is being operated at least two people shall be present in the immediate working area where such machine is being operated.
- 10.09 Maximum press capacities shall determine the wage scale.
- 10.10 If presses of sizes or types not covered by this Agreement are introduced during the term of this Agreement, the parties shall discuss and attempt to establish the manning and scale for such press or presses.

ARTICLE 11- NEW PROCESS – NEW EQUIPMENT – TECHNOLOGICAL CHANGE

- 11.01 On the request of either party, the parties shall meet at least every two months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

ARTICLE 12 – JURISDICTION

- 12.01 Work presently performed by bargaining unit employees shall continue being performed by such employees. However, this does not exclude the right of the Employer to contract out work providing it does not result in layoff of bargaining unit members.

ARTICLE 13 – HEALTH AND WELFARE

- 13.01 All full time employees within the bargaining unit shall be covered under the Printing Industry Health and Welfare Plan. This plan currently pays 60% of gross wages up to a maximum of \$500.00 or the maximum disability benefit available under the Employment Insurance Act as determined as of the date of commencement of disability, whichever is greater for weekly indemnity benefits plus \$35,000 life insurance and A.D.&D. Extended Health Benefits at \$1,000,000 lifetime. Long Term Disability currently pays \$1, 500. The Employer shall pay total cost of the Plan.
- 13.02 All full time employees within the bargaining unit shall be covered under the Printing Industry Dental Plan. The cost of the Plan to be paid by the Employer.
- 13.03 All full time employees within the bargaining unit shall be covered under the Printing Industry Vision Care Plan. Current benefit is \$250 every two years. In addition eye examinations every two years up to \$100. The Employer shall pay the total cost of this Plan.
- 13.04 New employees hired after November 19, 1998 shall pay \$15.00 per week towards the costs of the Printing Industry Health and Welfare program. Deduction to be made at source.
- 13.05 The employer shall pay the first three days absence due to illness at half the employee's daily rate provided the employee qualifies for the benefits under the Printing Industry Health and Welfare Plan. This benefit shall be limited to once every calendar year.
- 13.06 Upon early retirement employees with 15 years or more of employment with the company shall be entitled to coverage under the Printing Industry Health and Welfare Retiree Plan. Coverage shall be for five (5) years or age sixty-five (65), whichever occurs first. The Employer agrees to pay 50% of the premium for this benefit, as well as 50% of the premium for MSP

during the above period of time. The Union shall notify the employer of any address changes of participants in this Plan.

- 13.07** For an individual employee providing 6 months of continuous employment with no sick days or days off without pay, Marine Printers Inc. will pay a bonus of 1 day's pay to that employee (paid on the first pay period at the start of the next 6 month period). Effective January 1st, 2008 employees providing 4 months of continuous employment with no sick days or days off without pay, Marine Printers Inc. will pay a bonus of 1 day's pay to that employee (paid on the first pay period at the start of the next 4 month period). Employees injured at work or taking a day off by mutual agreement will not lose their continuous standing. In order to accommodate doctor's appointments, Marine Printers Inc. will accept 5 hours worked as a complete workday.

ARTICLE 14 – BEREAVEMENT LEAVE WITH PAY

- 14.01** A regular employee will be granted four (4) days leave of absence with pay between Monday and Friday inclusive for the purpose of making arrangements and attending the funeral in the event of the death of a spouse, child or parent.
- 14.02** In the event of the death of an immediate family member three (3) days' leave of absence with pay shall be granted.
- 14.03** In the event of the death of an in-law one (1) day leave of absence with pay shall be granted.

ARTICLE 15 – VACATIONS

- 15.01** Employees covered by this Agreement shall be entitled to vacation with pay according to the following schedule:
- Two (2) weeks' vacation after completion of one (1) full year of service.
 - Three (3) weeks' vacation after completion of three (3) full years of service.
 - Four (4) weeks' vacation after completion of seven (7) full years of service.
 - Five (5) weeks' vacation after completion of thirteen (13) full years of service.
- 15.02** Vacations to accrue annually according to the schedule set forth above from the beginning of employment with the Company.
- 15.03** Employees hired after the date of ratification, i.e., November 19th, 1998, shall have their vacations capped at four weeks.

ARTICLE 16 – STATUTORY HOLIDAYS

- 16.01** Employees shall be paid one days' straight time rate of pay which shall include a bonus or premium paid to the employee for the following Statutory Holidays, regardless whether or not they fall on working days.
- 16.02** A full time employee must work four (4) weeks on the payroll prior to the holiday and must work the last straight-time day preceding the holiday and the first straight-time day following the holiday unless excused by the Company or in the case of sickness or accident which must be evidenced by a Doctor's certificate if required by the Company.

16.03 The following days (or days celebrated in lieu of any of them) shall be considered holidays:

New Year's Day	Labour Day	Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day	Dominion Day	Christmas Day
B.C. Day	Boxing Day	Family Day	

16.04 In the event the Federal or Provincial Government declares another Statutory Holiday then the Employees shall be paid for one additional holiday. By mutual agreement this additional holiday may be used on a plant-wide basis to bridge a Statutory Holiday with a weekend.

ARTICLE 17 – MISCELLANEOUS

17.01 Opportunity will be provided for employees to obtain refreshments during working hours provided that machinery and stock are undamaged and production is maintained.

17.02 No union representative or member shall be interfered with, nor discriminated against by the Employer for carrying out any lawful Union activity governing the interpretation, application or alleged violation of this Agreement.

17.03 The Management and Foreman shall give a written warning to the offending party, the Chapel chairman and the Union on any matter pertaining incompetence. Upon request from the employee, the Company agrees to give a written statement to the employee as to the reason for dismissal from employment.

17.04 The Union reserves for its members the right to refuse to cross a legal picket line. To refuse to execute all struck work received from or destined to unfair employers or publications and to refuse to work in any plant where any departments under the jurisdiction of the Allied Printing Trades Council is considered unfair by that body.

17.05 If competent to perform the job, priority members shall have the choice of shifts, starting times, vacations and operation of equipment, provided that changes shall be made only when openings occur.

17.06 There shall be furnished at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work done in the shop. The Union reserves the right to secure the services of sanitary and ventilation experts, at its' own expense, whose report shall be submitted to the Municipal Health Officer for verification, whose report shall be final and carried out immediately. It is stipulated that conditions as existing at the time of entering into this contract are healthful, ventilated, heated and well lighted.

17.07 The company agrees that necessary time off shall be allowed an elected employee representative for contract negotiations, provided that:

- (i) Notice, adequate to the Employer, for such time off shall be given;
- (ii) Substitute help, satisfactory to the Employer, will be provided if requested.

ARTICLE 18 – PENSION

18.01 Employer will contribute effective July 1, 2012 - \$13.25 and July 1, 2015 - \$13.50 for each regular shift worked, including paid vacations, paid statutory holidays, paid bereavement leave or any other paid straight time shift, on behalf of each employee covered by this Agreement into the

Canadian Multi Employer Retirement Fund for the Graphic Arts Media. Contributions will be remitted monthly to the Administrator together with the appropriate contributions report forms to arrive in its' office not later than the 15th day of the month following for which contributions are due.

18.02 Employees hired on or after January 1, 2002 shall receive Pension Contributions based on the following formula:

- Journeymen shall receive 100% of the Pension Contribution
- Pre-press shall receive 100% of the Pension Contribution effective upon ratification.
- Apprentices shall receive the same % into the Pension Plan as they are receiving in wages.
- Bindery assistant/shipper receiver 75% of the current Journeyman Pension Contribution

ARTICLE 19 – LAYOFF/RECALL & SENIORITY

19.00 In the event of a layoff of a full-time employee, severance pay shall be one week's pay per year of service to a maximum sixteen (16) weeks.

19.01 Severance pay shall be paid within one week of layoff. If the employee is recalled (see subsection 19.03) to their full time position the employee shall repay any unused portion of the severance pay or forfeit any right to recall by seniority. This determination is to be made by the employee.

19.02 If it becomes necessary to reduce the workforce, the employee with the lowest seniority within a department shall be the first to be laid off. Employees retained shall have the necessary skill and ability to perform the work which is required to be done. In no event shall an employee who has not been afforded the opportunity to retrain or upgrade their skills be laid off out of seniority.

19.03 Seniority is defined as the length of time an employee has been continuously employed at Marine Printers since hired.

19.04 In the event of a recall the person(s) laid off shall be reinstated into the department from which they were laid off, in reverse order to which they were laid off. Employees recalled shall have the necessary skill and ability to perform the work which is required to be done. This recall shall be available for a six-month period. If an employee cannot be reached by phone to receive the recall notice, such notice shall be by registered mail to the last known address. If the employee does not respond with an affirmative reply within ten (10) days of mailing, all recall rights are deemed to have been waived.

19.05 Seniority shall be calculated from the first date of hire, including probation. Seniority for part-timers shall be pro-rated according to the number of hours worked and shall be based on their date of hire.

19.06 For the purpose of this article there shall be four (4) departments as follows:

1. Pre-Press
2. Pressroom
3. Bindery
4. Shipping

- 19.07** In the event an employee who is laid off and who receives severance pay under article 19.00 (above), is then offered a return to work as a part-time employee, such employee shall not have to repay any part of the severance payment received.
- 19.08** Any laid off employee returning to a part-time position will be paid at the same hourly rate they would receive had they been recalled to their full-time position.
- 19.09** If a full time position becomes available within a department, and a part time employee is working in that department. He/She shall be given consideration for the full time position.

ARTICLE 20 – DUES CHECK-OFF

20.01 The Employer shall deduct membership dues weekly from the earnings of each member of the Union working for the Employer and shall remit-said funds to the Union before the 15th day of the month following. Membership dues shall be deducted from members earnings in accordance with schedule furnished the Employer by the Secretary-Treasurer of the Union. Members shall be required to sign an authorization for deduction by the Employer in the following form:

I, _____ being an employee of Marine Printers Inc. and a member of the Unifor Local 2000, hereby authorize and direct the Company to deduct from my wages and pay to the above named Union on or before the fifteenth day of each calendar month, the amount of 2% of my gross earnings, excluding any amounts earned as sick pay or Worker's Compensation.

Signed: _____

Address: _____

Date: _____

LETTER OF AGREEMENT #1

It is agreed that the following named individuals are allowed to work within the jurisdiction of the Union as long as no regular full time employee is on a lay-off.

Mr. Mat McKenzie
Mr. Bill George
Wives and children of present owners

LETTER OF AGREEMENT #2

This letter of Agreement between Marine Printers Inc. and Unifor Local 2000 covers the hiring of part-time employees.

The company shall have the right to hire one part-time employee in each department of the operation with the following conditions:

- (a) All regular employees are employed; this does not negate the right of the company to hire when employees are on vacation or off on sick benefits.
- (b) Part-time employees will be reimbursed wages based on their years of experience in the industry, i.e., if the individual has been working in the industry for two years then they would receive 80% of the Journeyman wage. Upon request the individual may be required to produce proof satisfactory to the company and the union.
- (c) Benefits will not be paid until the individual has completed ninety (90) working days of employment. Benefits would then be paid on a pro-rated basis.
- (d) Part-time employees that are not receiving full Journeyman rate will receive a 10% increase after completion of one year from the date they were first hired until such time as they have reached the Journeyman rate for the department in which they work.

LETTER OF AGREEMENT #3

This letter of Agreement between Marine Printers Inc. and Unifor Local 2000 covers the classification of General Help. The following conditions apply to this classification.

- (a) General Help duties shall include any duties that are not related directly to the producing of a product on the press. These can included but not be limited to greasing, handling of stock, general clean-up around the press and any other duties related to the pressroom.
- (b) After sufficient training, a person hired in this category will be allowed to wash-up a press up to 20 inches. It is understood that an apprentice or Journeyman, or other such person that is fully aware of the operation of a press must be working during such time.
- (c) Apprentices selected from the General Help category shall not be required to serve the sixty (60) day probationary period.

(d) General Help shall receive not less than the following percentage based on the Journeyman scale of wages:

First year45%
Second year50%
Third year55%

LETTER OF AGREEMENT #4

Wide Format Operator

The parties agree until the wide format operation realises enough work for a full-time operator, the wide format operator shall be permitted to do duties in the shipping receiving area.

For lay-off purposes the wide format operator position shall be considered as part of the Pre-Press department.

The wide format position shall not at any time be considered as a Bindery Assistant/Shipper/Receiver position for lay-off purposes.

The wide format rate shall prevail at all times regardless of duties performed.

Nothing in this agreement prevents the hiring of an employee as a Bindery Assistant/Shipper and receiver as set out in the collective agreement.

LETTER OF AGREEMENT #5

Paid Education Leave

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours 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 the 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.

LETTER OF AGREEMENT #6

Casual Help

The Employer may from time to time hire casual help to complete time sensitive jobs. Casual help will be restricted to a maximum of five days in any given month. No regular or part-time employee will suffer a loss of hours as a result of a casual labour hire. Casual help will not be hired beyond five days without consent of the union. Casual help will be paid as per rates as set out in the collective agreement.

LETTER OF AGREEMENT #7

POLICY STATEMENT

The following policy is intended to foster an open and fair working environment for all employees consistent with exercise of free speech and with enjoyment of social relationships which are a normal part of life at work.

The Company will foster a work environment that respects the dignity of the employee and is free from discrimination and harassment. As allegations of harassment have the potential to be damaging to the personal reputations of the parties involved, every effort will be made to ensure the confidentiality of the parties and those bearing witness to the proceeding. It must be noted however, that any accused has the right know and address allegations made to his/her detriment.

PERSONAL HARASSMENT

Personal harassment is any behaviour by any person in the workplace that is directed at and is perceived by a reasonable person to be offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Sexual harassment is any unsolicited behaviour or conduct of a sexual nature, which the harasser knows, or should know, is unwelcome and unwanted, and which undermines the work and employment relationships thereby having a negative effect on job performance and productivity.

Sexual harassment may include, but is not limited to:

Unwelcome remarks, jokes, innuendoes or taunting of a sexual nature about a person's body, attire, age, marital status, sexual orientation, and personal relationships.

Unwelcome or intimidating invitations or requests with sexual overtones whether implicit or explicit.

1. Leering or other gestures
2. Unwelcome physical contact such as touching, petting or pinching.
3. Unwelcome display of objects or pictures of a sexual nature.
4. Sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature.

PROCEDURE

What you should do if you are a victim –

If you feel you are being harassed follow these steps:

1. Inform the harasser immediately that the behaviour is unwelcome. This can be done by speaking to the person or in writing. If possible, get another person to witness this action. Let co-workers know the behaviour is unwelcome they may also have been subject to the same behaviour.
2. Keep written notes of all instances of harassment. Dates, times, and witnesses would be helpful. Tell the harasser that his/her actions are against the law and repeat your request that he/she stop.
3. If you are fearful of reprisals, or if you have been threatened with reprisals, be aware that you don't have to confront the harasser, but that you can take your concerns directly to your superior. If you are embarrassed or uncomfortable, write the harasser a letter, sending a copy (in confidence) to his/her superior and/or the President of your Union Local.

It is the legal responsibility of the Company to deal with harassment and for this reason; your first choice to discuss your concerns should be your superior. However, if your superior is harassing you, or for some reason you feel uncomfortable discussing the problem with your superior, you should contact your Union President.

What you might do if you are aware of harassment –

If you know or witness harassment, you might:

1. Offer support to the victim;
2. Offer to be a witness on their behalf;
3. Approach the person who has been harassing and let them know their behaviour is inappropriate;
4. If the harassment continues, discuss your observations with the harasser's supervisor or contact the Union President.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 29th day of September, 2016.

FOR: MARINE PRINTERS INC.



FOR: UNIFOR LOCAL 2000





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



Unifor

LABEL LICENSE AGREEMENT



AGREEMENT this day made between the Unifor (hereinafter called the "Union") and the "Company" signatory hereto (see reverse side).

WHEREAS, the Company acknowledges that the Union Labels, a facsimile of which appears above, are valuable property owned exclusively by the Union, and are registered trade marks with the Canadian Trade Marks Office, and

WHEREAS, the Company acknowledges that the display of said Union Label(s) upon any printing process or finished product conveys certain important representations to the public, in particular that the manufacturing, processing, binding and finishing has been produced entirely by members of the Union, working under conditions of employment negotiated by this Union and/or one or more of its Locals, and

WHEREAS, the Company is party to a collective bargaining agreement with one or more Locals of the Union, covering all of its printing and related processes, manufacturing, binding, and finishing production workers, and

WHEREAS, the Company desires a license from the Union to display said label(s) on any printing or related process, and on bound and finished products;

NOW THEREFORE, the parties mutually agree as follows:

1. The Union hereby licenses the Company to use the Union Label(s), accompanied by the assigned label number, for display on any printing or related process, and on bound and finished products, upon the following terms and conditions:

(a) That the product bearing the Union Label(s) must be produced entirely in the Company's plant to which this label license agreement is issued (except that where any part of the product and/or binding and finishing is done outside the plant, the Union Label(s) may nevertheless be used, provided that the shop where such work is done has a valid contract with a Union Local or contract with another union affiliated with the CLC or AFL-CIO), or where the preparatory work is done on the desk top publishing system of a customer of the Company and the disk or other media is provided to the Company for production.

(b) That any printing or related process, manufacturing, processing, binding, finishing, or a majority of such work, must be produced by members of the Union, except as provided in paragraph (a) above, provided that the balance of the work is produced by members of another Union or unions affiliated with the CLC or AFL-CIO. The Company understands that the use of the Union Label(s) on products not produced, bound, and finished, as set forth herein, would constitute a misrepresentation to the public, and the Company agrees that the Union Label(s) will not be displayed upon such products, except in full conformity with this license agreement.

(c) That a collective bargaining agreement (or agreements) is in effect between the Company and said Union Local(s), and that the Company is in full compliance in every respect without exception with the provisions contained in said collective bargaining agreement(s), provided, however, that the Union may, at its sole discretion, permit the Company to continue to use the Union Label(s) if in the judgment of the Union, a satisfactory resolution of the contract dispute is imminent.

The conditions set forth in sub-paragraphs (a) and (b) above shall be deemed to be complied with if the Company is in full compliance with Union shop clauses of its collective bargaining agreement(s) with the Union Local(s). If the contract does not contain Union shop clauses, or if federal or provincial laws do not permit such clauses, the Company agrees that the Union Label(s) shall not appear upon any of its printed or related process, and finished products whose manufacturing and processing work is performed by any employee who is not a member of the Union.

(d) That the Company shall use only the name of the Company, shop number, and registration mark, as it appears herein, in connection with such Union Label(s). The Union Label registration mark and Company name, if used, shall be clear, distinct and legible.

2. The Company does hereby accept the license to display the Union Label(s) upon the terms and conditions herein set forth, it being understood that in the event of a breach by the Company of any conditions or provisions herein, the Union shall have the unqualified right to terminate this license immediately upon written notice to the Company, and to file suit for injunctive and monetary relief under federal or provincial law. The Company agrees that, upon receipt of notice

Collective Agreement between Marine Printers Inc. and Unifor Local 2000

of termination, it shall forthwith desist from the use of said Union Label(s), it being the intention of the parties that while the question of the disputed breach is being determined by them, the Company shall not continue to use the Union Label(s) and that, in no event, shall the revocation of the license with or without reason or cause, subject the Union to a suit, counterclaim, or judgment for damages.

3. Notwithstanding anything to the contrary contained in the collective bargaining agreement(s) between the Company and said Union Local(s), no issue, dispute, or question whatever arising under this label license agreement, including paragraph 1(c) herein, shall be deemed subject to the arbitration provisions of said collective bargaining agreement(s), or governed by the outcome of any arbitration held pursuant thereto.

4. The license granted herein is not assignable for any purpose whatsoever, and the Company hereby recognizes that it has no title whatsoever to the Union Label(s) other than a mere license to use same as provided for in this label license agreement.

5. This label license agreement shall automatically terminate, without notice from the Union, and the right of the Company to use the Union Label(s) shall immediately cease in the event that any existing collective bargaining agreement(s) between the Company and a Union Local terminates provided, however, that the Union may, at its sole discretion, permit the Company to continue to use the Union Label(s) if, in the judgment of the Union, the negotiation of a replacement agreement appears imminent.

6. In the event of termination of this label license agreement, the Company shall forthwith surrender the negatives, positives, prints, mats, or dies of the Union Label(s). This agreement shall not be waived or modified in any respect except in writing signed by the National Director, Unifor Graphical, of the Union.

7. The exclusive right to institute legal proceedings for any unauthorized use of the Union Label(s) shall remain in the Union, but the Union shall not be liable to the Company for any failure to institute such proceedings.

8. If any provision or clause of this label license agreement is held invalid, as contrary to law or public policy by a court of competent jurisdiction, only such clause or provision and only to the extent that it is so in violation shall be deemed ineffective and unenforceable, and in such event shall be deemed severable from the remaining provisions of this label license agreement which shall remain binding upon the parties.

IN WITNESS WHEREOF, the parties have hereunto signed this label license agreement the _____ day of _____, 20_____.

FOR THE LOCAL UNION:	FOR THE COMPANY:
Name:	Name:
Local Position:	Position:
Local Name/Number:	Company Name:
Local Address:	Company Address:
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:
E-mail:	E-mail:
SIGNATURE*:	SIGNATURE:

***NOTE:** The signature of the Local Officer signifies the recommendation by the Local Union and does not bind the National Union. This Agreement must be signed below by the National Union in order to make it binding.

Collective Agreement between Marine Printers Inc. and Unifor Local 2000

FOR THE NATIONAL UNION:

National Director – Unifor Graphical

Unifor Local Number:
Label Number Assigned:

Collective Agreement Article number re LLA:
Collective Agreement commencement date:
Collective Agreement expiry date:

Marine Printers
Addendum to Label License Agreement

This addendum issued to the Employer *Marine Printers* shall allow them to affix the Union Label on their printed products where; they may be in violation of the Unifor Label License Agreement for the finishing of the product, provided that the work in question cannot be done in-house or at another unionized facility.

Any work that requires the union label to be affixed that could be produced in-house but is sent out, cannot have the Union Label affixed unless it is finished in another union shop.

The employer agrees to abide by all the other terms and conditions of the Label License Agreement and failure to do so will result in the termination in the use of the Union Label.

This waiver addendum is valid only for the current collective agreement and must be renewed at the expiration of such.

Dated this.....day of 20.....

.....
For the Company

.....
For the Union