

COLLECTIVE AGREEMENT

Between



**Mitchell Press Limited &
Mitchell Digital Limited**

And



February 25, 2024 – February 25, 2025

LOCAL5

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ARTICLE 1 — TERM OF AGREEMENT

- 1.01 This agreement shall be in effect February 25, 2024 to February 25, 2025. Bargaining for a new collective agreement shall commence as per the requirements under the B.C. Labour Relations Code. If no agreement is reached prior to the expiration of this Agreement, this Agreement shall be deemed to remain in full force and effect up to the time the Union goes on a legal strike or the Employer legally locks out the employees.

ARTICLE 2 — UNION MATTERS

2.01 UNION JURISDICTION

This collective agreement is jointly entered into by Mitchell Press Limited and Mitchell Digital Limited (in this agreement, the “Employer”)

All employees covered by this Collective Agreement shall be members in good standing of Unifor Local 2000, as a condition of employment.

The jurisdiction of the Union begins with all Prepress work, including the processing of customer-supplied digital files and continues until the finished product is ready for delivery to the customer. The bargaining unit consists of all employees performing any such work, and also includes paper handling, paper purchasing support, janitorial, maintenance and warehouse functions.

When a computer is used to perform work within the jurisdiction of Prepress, only members of the Union shall perform such work. The Union’s jurisdiction includes the preparation of input and output of files to platemaking, proofing, and digital press.

2.02 SENIORITY

Seniority means length of continuous service in the bargaining unit. Full-time employees shall accrue seniority from date of hire to the bargaining unit. Seniority for part-time employees shall be based on hours worked. For full-time employees hired on the same day, prior service to an employer subsumed by Mitchell shall determine the order of seniority. For employees hired on the same day from outside, date of time of the signed letter of hire shall determine order of seniority.

2.03 SENIORITY LOST

Continuity of service shall be considered broken, seniority lost, and employment terminated when an employee:

- (a) resigns, retires, or is discharged or, in the case of an employee who has completed their probationary period, is discharged for just cause; or,
- (b) is laid off by the Company for a period exceeding one (1) year; or,
- (c) fails to report for work after the end of an authorized leave of absence unless a satisfactory explanation is given; or,

- (d) fails to notify the Company of their intention to return to work within three (3) days after notification of recall from layoff or fails to report to work within seven (7) days of recall from layoff.

2.04 WORK REFUSALS

The Union reserves the right to its members to refuse to cross a legal picket line. Except as set out above, or as otherwise permitted by law, there shall be no mid-term work stoppages, work refusals, strikes, or lockouts.

2.05 UNION DUES

The Employer shall deduct Union membership dues bi-weekly from the gross earnings of each member of the Union working for the Employer. Such funds deducted by the Employer will be held in trust and shall be remitted to the Union no later than the 15th day of each month following. Such funds shall be accompanied by a spreadsheet that shall list each member's first and last name, classification, department, rate of pay, premiums, upgrades, overtime, pension contributions, date of hire, and dues deducted. Membership dues shall be deducted from members' earnings in accordance with the schedule of dues rates furnished to the Employer by the Secretary-Treasurer of the Union. The amount of dues to be deducted may be amended by the Union providing the Employer thirty (30) days written notice.

2.06 SPECIAL REMITTANCES

The Employer agrees to deduct from employee pay any special assessments as required by the Union, and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. The Employer shall, when remitting such assessments, provide the names of the employees from whose pay deductions have been made.

2.07 AUTHORIZATION OF DUES

As a condition of their continued employment, all employees and all future employees shall be required to execute and deliver to the Company a written authorization for deduction of their regular monthly Union dues or the equivalent thereof and such authorization shall be copied to the Union. The authorization shall be as follows:

ASSIGNMENT AND AUTHORIZATION TO CHECK-OFF UNIFOR LOCAL 2000, DUES

To:

I hereby assign to Unifor Local 2000, and authorize you to deduct weekly from any earnings as your employee, and hold in trust an amount equal to all Union dues levied against me by the Union for each dues month following the date of this assignment. I hereby authorize and request you to remit the amount deducted and held in trust to Unifor Local 2000, no later than the 15th of each month following.

2.08 ACCESS TO EMPLOYER PREMISES

Officers of the Union shall have access to the Employer's premises at reasonable times to confer with the Shop Steward or members, provided they first notify management before entering the premises.

2.09 NO INTERFERENCE OR DISCRIMINATION

No Union Representative or member shall be interfered with, nor discriminated against by the Employer for carrying out the lawful instructions of the Union governing the interpretation or alleged violation of this Agreement.

2.10 UNION SHOP STEWARDS

The Employer acknowledges the right of the Union to elect or appoint Stewards, which may include a Unit Chair/Steward. The Union will notify the Employer in writing who the Stewards are.

For the purposes outlined below, a Steward shall be permitted to leave the Steward's work station during working hours provided that:

- (a) the Steward has obtained the prior consent of the Steward's immediate Supervisor (such consent shall not be unreasonably withheld); and
- (b) the time is devoted to the prompt handling of the issue.

The following circumstances allow or require Steward attendance:

- (a) meetings which could lead to discipline;
- (b) harassment investigation meetings;
- (c) grievance meetings between Employer and Union;
- (d) Standing Committee; or
- (e) Any other meeting as requested by the Employer.

If such meeting occurs while the Steward is at work, the employee will be paid their normal pay. If such a meeting is required outside the normal working time, the Steward will be paid day rate, at straight time. The Employer and Union may agree that another Union member or a Union Representative may stand in for the Steward in any discipline investigation or discipline meeting.

2.11 BULLETIN BOARD

The Employer will furnish a Bulletin Board for the posting of notices in the lunchroom. The Board will be lockable.

On the Board, the Union may post announcements regarding elections, meetings, negotiation developments and internal affairs of the Union, provided such notices are approved by the Union. The Employer may post schedules, job opportunities, and other information that may be of interest to employees.

ARTICLE 3 — MANAGEMENT RIGHTS

3.01 GENERAL

Except as otherwise specified in this Agreement, the Employer retains the exclusive right to manage and direct its business, including the right to supervise, structure, and direct its working forces; to hire, transfer, and layoff employees; to discipline or discharge employees for just cause; to determine the jobs and work tasks, increase and decrease the working forces; and to make rules and regulations that are not inconsistent with the terms of this Agreement.

ARTICLE 4 — JOINT LABOUR MANAGEMENT COMMITTEE

4.01 On the request of either Party, the Parties must meet at least once every two (2) 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.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.

ARTICLE 5 — CLASSIFICATIONS & DEPARMENTS

5.01 DEPARTMENT & CLASSIFICATION LIST

The following Departments shall contain the following classifications:

1. Prepress
 - Prepress Operator (PO1)
 - Prepress Lead (PL1)
2. Bindery
 - Bookbinder 1 (B1)
 - Bookbinder 2 (B2)
 - Bookbinder 3 (B3)
 - Bindery Coordinator (BC)
3. Digital
 - Digital Press Operator (DPO1)
 - Digital Bindery Operator (DBO)
4. Logistics & Support
 - Shipper Receiver (S1)
 - Assistant Shipper Receiver (S2)
 - Janitor (J1)
 - Paper Handler (PH1)

Purchasing Support (PH2)
Maintenance (M1)
Bindery Trainer/Maintenance Lead (BTML)

5. Komori Press

First Press Operator (P1)
Second Press Operator (P2)
Press Feeder (PF)

6. Landa Press

First Press Operator (LP1)
Press Feeder (LPF)

5.02 CERTIFIED CLASSIFICATIONS

An employee may be certified into a classification upon hiring or after completing in-house training. Once a person achieves a classification that shall remain their rate of pay.

The Employer will post and select for training opportunities in accordance with Article 12.01, and the successful candidate shall be paid according to Schedule A.

5.03 PART-TIME EMPLOYEES

All employees shall be considered full-time unless specifically listed as a part-time employee. Part-time is deemed to be an employee working less than thirty (30) hours a week or less, averaged over a three (3) month period, beginning each January 1st, April 1st, July 1st, October 1st.

ARTICLE 6 — NEW EQUIPMENT OR PROCESSES

6.01 NOTICE

The Employer shall give the Union at least thirty (30) calendar days' written notice when the Employer intends to introduce any process or equipment, including electronic process or equipment, which falls within the jurisdiction of the Union. This notice shall be increased to at least sixty (60) calendar days' written notice if the terms and conditions of employment of a significant number of employees will be affected. A change to process or equipment includes but is not limited to a technological change.

Within ten (10) calendar days of such notice the Employer agrees to meet Union Representatives in order to discuss the time, procedures, and training necessary for the introduction of such processes or equipment, and any other terms of discussion relevant to the change.

6.02 TRAINING FOR NEW EQUIPMENT & PROCESS

The Employer agrees to provide facilities and sufficient time without loss of regular weekly wages (inclusive of premiums) in order that the required number of Union members may become proficient in the operation of any process or equipment. Employees shall be offered the opportunity of training within their Department

during slack periods. This does not preclude members from voluntarily training on their own time.

6.03 **RECALL**

If Employees are affected by the new equipment or process such that they cannot work in their existing classification even with training contemplated above, they shall be afforded the opportunity to retrain in other classifications at the Employer, provided there is available work. Further, they will be eligible for recall into other classifications, even if they require retraining. Such recall will be subordinate to those already in those classifications on layoff.

6.04 **REDUCTION OF WORKFORCE**

Employees displaced from their classification as a result of the introduction of new equipment or processes may elect to terminate employment and accept severance in accordance with Article 13.

ARTICLE 7 — TRAINING

7.01 **NOTICE, OPPORTUNITY, & ASSESSMENT**

It is the intent of the Parties to train employees to maintain competitiveness and foster promotional opportunities at the Employer.

The Employer shall consult with the Union on its training programs for new hires and for progression between positions.

Where reasonably possible, present employees will be given advance notice of new openings. The Employer will make decisions regarding training opportunities that may be required for promotion on the basis of employee department seniority, plant seniority, performance and ability.

At regular intervals a Joint Committee of Employer and Union Representatives will assess the progress of trainees. If progress has not been satisfactory, as assessed by the Committee, trainees may be required to undertake further training, or may be removed from further training.

7.02 **PROBATION**

Newly hired employees shall be subject to assessment for suitability during a probationary period of ninety (90) calendar days. This probation period may be extended by agreement between Employer and Union. The Employer may terminate a probationary employee without just cause, at any time during the probation period. The Employer will consult with the Union prior to making such decision.

Existing employees training for higher paid classifications shall be assessed for suitability for the new classification. If determined to be unsuitable by the Employer, within ninety (90) calendar days of the assignment (inclusive of any training period), or such other period agreed by Employer and Union, the employee will be returned to their prior position with no loss of classification seniority. The Employer will consult with the Union prior to making such decision.

Existing employees training for higher rated positions may also elect, within ninety (90) calendar days of the assignment, to return to their prior position. If such election is made, the employee cannot reapply for that position for one (1) year, without consent of the Employer.

ARTICLE 8 — GENERAL WAGE PROVISIONS

8.01 PAY PERIODS

Pay periods are bi-weekly. The Employer will provide each employee with a pay statement for each pay period, which shall show all earnings and deductions including: Gross Pay – Net Pay – Stat Pay – Vacation Pay – Sick Pay – Banked Overtime – Income Tax – CPP – Employment Insurance – Pension Contributions, and Union Dues.

Payment of earnings for each pay period shall be via electronic fund transfer from the Employer's bank no later than end of business of the third business day following the end of the pay period. This shall be extended by a business day for each statutory holiday falling within the processing period.

8.02 RATES OF PAY

Wages shall be paid to employees in accordance with Schedule A and any other applicable premiums set out in this Agreement.

The Employer agrees to notify the Union by letter or email as soon as an employee is re-classified. The Shop Steward will be present when an employee is re-classified.

ARTICLE 9 — HOURS OF WORK

9.01 PRESSROOM

Employees in the Pressroom may be scheduled to work four (4) successive eight 8-hour shifts between Monday – Thursday (exclusive of lunch time) (thirty-two (32) hours/week)

As an alternative, and after notice to the Union, the Employer may increase the duration of the Monday-Thursday shifts to nine (9) hours (exclusive of lunch time) (thirty-six (36) hours/week).

Employees may also be scheduled to work three (3) successive twelve (12)-hour shifts (thirty-six (36) hours/week) between Friday and Sunday (exclusive of lunch time) (Weekend Shift)

The Employer may also choose to use, after notice to the Union, reduced shifts of ten point six seven (10.67) hours for the Friday-Sunday schedule (exclusive of lunch time) (thirty-two (32) hours/week).

9.02 BINDERY

Employees in the Bindery may be scheduled to work four (4) successive nine (9) hour shifts, (thirty-six (36) hours/week) Monday – Thursday (exclusive of lunch time). Employees in the Bindery may also be scheduled to work three (3) successive twelve (12) hour shifts, Friday – Sunday (exclusive of lunch time)

As an alternative, and after notice to the Union, the Employer may reduce the duration of the Monday-Thursday shifts to eight (8) hours (exclusive of lunch time) (thirty-two (32) hours/week).

The Employer may also choose to use, after notice to the Union, reduced shifts of ten point six seven (10.67) hours for the Friday-Sunday schedule (exclusive of lunch time) (thirty-two (32) hours/week).

9.03 **PREPRESS**

The Prepress Lead schedule will be five (5) consecutive days of eight (8) hour shifts (exclusive of lunch time), Monday through Friday. Start times will be between 7:00 and 9:00 am.

The Prepress Operator schedule will be four (4) consecutive days of nine (9) hour shifts (exclusive of lunch time) each week, with start times for the day shift beginning between 6:00 am and 7:00 am, and start times for the afternoon shift beginning between 3:00 pm and 4:00 pm. As an alternative, and after notice to the Union, the Employer may reduce the duration of the four (4) shifts to eight (8) hours (thirty-two (32) hours/week).

9.04 **WEEKEND WORK**

If additional weekend work is necessary, it shall first be offered as overtime in order of classification seniority. If weekend coverage is still needed then part-time employees may be scheduled to work shifts on Saturdays or Sundays. The Employer shall have discretion to use overtime work as set out in this provision regardless of whether it is regularly staffing Pressroom or Bindery shifts on weekends (Shift 1 or Shift 2).

9.05 **WAREHOUSE HOURS**

The Purchasing Support, Paper Handler, and Shipper/Receiver schedule shall be five (5) consecutive days of eight (8) hour shifts (exclusive of lunch time), Monday through Friday. Start times shall be between 7:00 am and 11:00 am, and may be staggered.

9.06 **JANITORIAL HOURS**

The Janitor schedule shall be five (5) consecutive days of eight (8) hour shifts (exclusive of lunch time), Monday through Friday. The Parties may agree to modify these shifts given operational needs.

9.07 **BUILDING MAINTENANCE HOURS**

The Building Maintenance schedule shall be four (4) or five (5) consecutive days of eight (8) hour shifts (exclusive of lunch time), Monday to Friday. Start times shall be between 6:00 am and 8:00 am. The Parties may agree to modify these shifts given operational needs.

9.08 **BREAKS**

Employees will be entitled to two (2) fifteen (15) minute paid breaks, and a thirty (30) minute unpaid lunch break. If employees are required to work through lunch, they will be entitled to overtime at the applicable rate. Breaks may be staggered as appropriate to maintain operations.

9.09 **CALLBACK**

Employees who are called back to work after the conclusion of their shift shall receive one (1) hour's pay at straight-time rates in addition to the overtime rates for work performed.

9.10 **SHIFT SELECTION**

Choice of shift, off days, days in lieu, starting times, choice of vacation, shall be in order of seniority in the classification, subject to reasonable limitations for operational requirements.

9.11 **POSTING OF SCHEDULES**

Each employee's schedule for any week shall be posted as early as possible, but in no event later than twelve (12:00) noon on the Monday prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of their work schedule at the earliest possible time.

Each employee's schedule shall clearly state daily starting time, finishing time, non-inclusive meal periods, and days off.

In the event that the employee's schedule for any week is not posted the previous weekly schedule shall carry over.

After posting, there shall be no reduction in the number of hours scheduled.

An employee's days off will not be changed after twelve (12:00) noon, Wednesday of the week (5 days) prior to the scheduled work week, unless mutually agreed.

An employee will not be required to change their regular shift more than once within a week, without penalty to the Employer. If the Employer changes an employee's shift a second time in a week, the Employer must pay one and a half times (1.5x) the applicable rate of pay beginning on the second change, for remainder of all shifts that week.

ARTICLE 10 — OVERTIME

10.01 **OVERTIME FOR EMPLOYEES WORKING 8 HOUR SHIFTS**

Daily overtime is time worked over eight (8) hours in a day. It is paid at time and half (1.5x) but increases to double time (2x) after ten (10) hours worked in a day.

Saturday and Sunday overtime is time worked on a Saturday or Sunday by a regular employee, and shall be paid at time and a half (1.5x) for the first four (4) hours worked that day, and double time (2x) after four (4) hours that day.

10.02 **OVERTIME FOR ALTERNATE SHIFTS**

Overtime for employees working longer than eight (8) hours in a day (exclusive of lunch time) shall be paid overtime for time spent working, before or after their full shift.

Work before or after nine (9) hours on a shift for those on a 4x9 schedule will be paid at time and a half for the first hour, and double time after ten (10) hours. This is exclusive of lunch time.

Work before or after twelve (12) hours on a shift for those on a 3x12 schedule shall be paid at double time. This is exclusive of lunch time.

Work before or after ten point six seven (10.67) hours on a shift for those on a 3x10.67 schedule will be paid at time and a half until twelve (12) hours worked, and thereafter at double time. This is exclusive of lunch time.

10.03 **GENERAL OVERTIME RULES**

The following rules apply for overtime:

- (a) For the purposes of overtime calculations, afternoon or graveyard shift premiums shall apply.
- (b) When overtime is worked in excess of two (2) hours a thirty (30)minute lunch period shall be paid and such lunch period shall be paid at the straight-time rate.
- (c) When an employee is asked to work overtime, they shall not be paid less than the rate(s) of pay at which, they were asked to work.
- (d) Pre-shift overtime will be limited to a maximum of two (2) hours and shall be paid at the overtime rate for the regular scheduled shift.

10.04 **OVERTIME DISTRIBUTION**

When overtime is required as a shift extension, the Employer will offer the overtime by seniority within the classification, to employees on duty.

When overtime is required as an additional shift, it shall be offered by seniority within the classification to employees normally working that shift schedule, and if none accept, then to other employees by classification seniority. For example, an afternoon shift shall be offered first to those employees in the classification working afternoons, and if none accept, to anyone in the classification not working afternoons.

10.05 **BANKING OVERTIME**

Employees may, at their option, bank overtime equivalent of up to three (3) weeks of overtime, which may be taken as time off at a time mutually agreed to between the employee and their Supervisor. Overtime shall be banked at the applicable overtime rate it was earned (1.5x and/or 2x). Any banked overtime remaining at the end of each year to be paid out on or before December 31st of that year. It is understood that banked overtime that is used shall be considered the same as time worked. At the request of an employee, pay-out of banked time of any amount shall be made on the following pay period.

ARTICLE 11 — SHIFT PREMIUMS

11.01 Shifts commencing at or after the hour of 3:00 p.m. will be known as afternoon shifts and will be paid at the rate of seven and one-half percent (7.5%) over the day rate for the shift.

Shifts commencing at or after the hour of 11:00 p.m. will be known as graveyard shifts and will be paid at the rate of ten percent (10%) over the day rate for the shift.

When a majority of a shift is worked after the hour of 3:00 p.m. the afternoon scale will be paid.

When a majority of a shift is worked after the hour of 11:00 p.m. the graveyard scale will be paid. This will not apply if the employee is brought in for pre-shift overtime, which is in addition to their regular scheduled shift.

Weekend Premium of seven and one half percent (7.5%) shall apply to Friday, Saturday & Sunday shifts.

ARTICLE 12 — POSTINGS & TRANSFERS

12.01 HIRING & PROMOTIONS

The Employer will internally post for all vacancies in the bargaining unit, and provide the Union with a copy of each such posting. The Employer may also post externally for the position. The Employer will notify the Union in the event that it wishes to fill a vacancy and provide a copy of the posting.

The Employer agrees that present employees and Union members shall have a fair opportunity to fill these positions.

The Employer may select the successful applicant by consideration of education, experience, ability and aptitude, and if the Employer determines that all such factors are relatively equal, then seniority will govern.

12.02 TEMPORARY TRANSFERS BETWEEN DEPARTMENTS

The following principles shall apply to temporary emergency transfers of union members from one Department to another.

- (a) Every attempt shall be made to perform all work within each Department.
- (b) In the event the employees within a Department are unable to perform the work within a Department, whether on straight time, overtime, or extra shifts, the Employer may transfer employees from another Department on a temporary emergency basis. This temporary emergency assignment shall not exceed a shift without the consent of the Union.
- (c) The Employer can also temporarily transfer employees between Departments if:
 - (i) The Department accepting the transfer has reached the maximum allowable number of employees allowed off for vacation;
 - (ii) For coverage of LTD, WorkSafeBC, or STD absences; or
 - (iii) Whenever there is a lack of work in the Department of the transferring employee.

This temporary transfer shall not exceed a week without the consent of the Union, not to be unreasonably refused. Employees may refuse a transfer but the Employer may force by reverse seniority.

- (d) When an employee is transferred under this Article, it is agreed that employee will:

- (i) be trained to the level of competence required to safely perform the work as determined by the Department Supervisor and the Shop Steward, and
- (ii) be paid at the employee's current wage rate or the wage rate for the work performed, whichever is higher.

12.03 UPGRADES WITHIN A DEPARTMENT

If an employee is assigned to perform work of a higher paid classification within a Department to cover an absence (e.g. vacation, leave, etc.) or to meet production needs, the employee will receive the higher pay rate for the duration of the assignment. Article 12.03 shall not apply to training.

ARTICLE 13 — LAYOFF, RECALL, AND SEVERANCE PAY

For the purposes of this Article 13 only, "Ability" means being able to productively perform the required work with no more than one (1) week of training and familiarization.

13.01 LAYOFF

The Employer will consult with the Local Union Executive with respect to any planned layoff prior to any discussions with those employees that may be affected. At this meeting the Employer shall supply in writing a complete seniority list, names and classifications, of those affected and the reason for layoff. It is understood that this consultation will be strictly confidential and as such, the proceedings will not be disclosed to any other individual, prior to the Employer notifying the individual employees to be affected by layoff. The Employer will provide the Union with at least forty eight (48) hours' notice of this meeting.

The Employer may reduce its workforce by layoff, including on a temporary basis. Such layoff will occur by reverse seniority in each affected Department, subject to the remaining employees having the required Ability to work the remaining classifications following any necessary reassignments.

Employees on layoff will maintain all seniority rights for twelve (12) months from the date of layoff, after which time they expire, employment ends, and severance in accordance with the below will be paid.

Employees on layoff of more than four (4) weeks may elect to waive recall rights and end employment, in which case they shall be entitled to payment of severance pay on the next pay period.

All benefits shall cease at the end of the month of the layoff. A layoff will not otherwise be considered an interruption in service, except as required by this Agreement (proration of vacation, etc.).

13.02 ALTERNATIVE TO LAYOFF

If an employee is subject to layoff, they may be able to elect to continue working by transferring to another Department. This may only be done if the transferring employee has greater seniority and has the Ability to perform the work in the other Department. The employee may only make the election within three (3) days of notice of layoff. The transfer will be to the most junior position in the Department.

13.03 **RECALL**

Recall will occur by seniority within each Department, subject to the Ability to perform the work of the position. Employees may decline to accept recall to a classification other than their own, without loss of seniority rights. The Employer will not hire employees when there are qualified employees on layoff. Recall notice will be given in writing and delivered by registered mail and email. Members must notify the company of their intent to return to work within three (3) days of getting recall notice. Failure to return to work upon seven (7) days' written notice shall result in loss of seniority and termination of employment, without severance pay. The employee must ensure the Employer has correct contact information to effect recall. Failure to provide correct contact information may result in missed recall and loss of employment.

13.04 **SEVERANCE PAY**

Employees whose employment ends following expiry of their recall rights, who are entitled to and opt to waive recall rights after layoff, or who are otherwise entitled to severance pay by this Agreement or by any subsequent agreement of Employer and Union, shall receive a lump sum payment of one (1) week's average wages (calculated over the most recent eight (8) weeks of active employment, exclusive of overtime but including all paid leaves) for each four (4) months' continuous service to the Employer, to a maximum of thirty-two (32) weeks' pay.

ARTICLE 14 — STATUTORY HOLIDAYS

14.01 Statutory Holidays are:

New Year's Day	Labour Day
Family Day	Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

Other days proclaimed as a public holiday by the Province of BC shall be observed as a statutory holiday.

On each Statutory Holiday, employees shall be paid one (1) regular day's pay, which is the employee's regular straight time rate of pay as well as any bonus or premium normally paid to the employee.

If an employee is required to work on a statutory holiday, the employee shall receive double time (2x) for all hours worked, plus a regular day's pay as set out above. An employee may choose to bank this premium pay as part of the employee's overtime bank.

In the event a statutory holiday falls upon a Saturday or a Sunday, then the preceding Friday or the following Monday shall be declared to be the statutory holiday.

In the event that a Statutory Holiday occurs during an employee's vacation, the day is treated as a statutory holiday, and will not be subtracted from the employee's vacation entitlement.

ARTICLE 15 — VACATIONS

15.01 Employees are entitled to vacation as follows:

- (a) After one (1) year, three (3) weeks' vacation with pay (6%);
- (b) After five (5) years' service, four (4) weeks' vacation with pay (8%); and
- (c) After ten (10) years' service, five (5) weeks' vacation with pay (10%).

Regular employees shall receive time off with vacation pay, based on the prior year.

Part-time employees will receive vacation pay on each pay cheque (e.g. 3 weeks' vacation = 6%).

Vacation pay shall be calculated from date of employment and shall include overtime, and statutory holiday pay and any other amount that must be included under the BC Employment Standards Act.

Vacation pay shall be prorated for any absences that are greater than thirty (30) working days in a year (exclusive of vacation).

All earned vacations must be taken before the end of the second (2nd) year after it was earned. However, with Employer approval, an employee may carry unused vacation to January and February of the third (3rd) calendar year of the earned vacation. Such extension has to be arranged before the end of the second (2nd) calendar year of the earned vacation.

The Employer is not required to fill the positions of employees on vacation.

VACATION SCHEDULING

Where practicable given operational requirements, the Employer shall grant employee choice of vacation periods, by Classification seniority. Vacation lists must be completed prior to March 17th of each year. Employees booking one (1) week's vacation will take precedence over employees booking less than one (1) week when booked prior to March 17th of each year. Vacations of less than one (1) week will be allowed at the discretion of the Employer.

Choice of vacations cannot be changed after March 17th except with consent by the Employer, such consent not to be unreasonably refused.

The prime period for taking vacations shall be from June 15th to September 15th and employees shall be permitted to take up to two (2) weeks of vacation during this period, unless otherwise agreed by the Employer.

On September 1st of each year, the Employer will post a vacation list in each Department showing outstanding vacation credits for each employee. By

September 15th, employees with remaining vacation must have used or must schedule their vacation before end of the year. Failure to do so may result in the Employer scheduling the vacation for use prior to end of the year.

The number of employees, including unionized Supervisors, allowed off per week for vacation purposes shall be as follows:

Number of Employees in Department	Maximum Number Allowed off for Vacation
0 – 4	1
5 – 9	2
10 – 14	3
15 – 19	4
20 – 24	5
25 – 30	6

ARTICLE 16 — PENSION PLAN

16.01 CONTRIBUTIONS

The Employer will contribute to the Unifor Multi-Employer Pension Plan (hereinafter sometimes known as the Plan) five and three quarter percent (5.75%) of earnings calculated at the straight time rate for each shift with a minimum contribution of eight dollars and fifty cents (\$8.50) per shift for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation, and which shall be considered earnings (e.g., sick leave, vacations, stat holidays, disability insurance, WorkSafeBC, bereavement leave, jury duty). Contributions shall commence from date of employment. The Plan is administered jointly by Union and Employer Trustees.

16.02 CONTRIBUTIONS MATCHED

Members of the Unifor Multi-Employer Pension Plan may choose to match the Employer's contribution. Such a choice cannot be reversed.

Employee matching will only occur while an employee is actively employed, and for clarity, will not occur while the employee is on WorksafeBC or sick leave.

16.03 CONTRIBUTIONS OVER AGE 71

After a member is seventy one (71), pension contributions as outlined in the Collective Agreement shall be paid directly to the member on their regular pay and will be treated as extra income and taxed accordingly.

16.04 **WORKSAFEBC CONTRIBUTIONS**

Percentage pension contributions for employees on WorkSafeBC will be limited to two consecutive years on WorkSafeBC. After two consecutive years of pension contributions for WorkSafeBC the pension contribution shall revert to the minimum amount referred to above for each shift missed. All pension contributions shall cease on December 31st of the year in which the employee attains age sixty five (65), except for those employees who work beyond age sixty five (65), in which case pension contributions shall continue as normal until December 31st of the year in which the employee attains age seventy (70).

16.05 **SICK LEAVE CONTRIBUTIONS**

Percentage pension contributions for employees on sick leave will be limited to two (2) consecutive years. After two (2) consecutive years on sick leave the pension contribution shall revert to the minimum amount referred to above for each shift missed. All pension contributions shall cease on December 31st of the year in which the employee attains age sixty five (65), except for those employees who work beyond age sixty five (65), in which case pension contributions shall continue as normal until December 31st of the year in which the employee attains age seventy (70).

16.06 **ADMINISTRATION**

Contributions shall be made by cheque, money order or similarly recognized medium of exchange, and shall be made payable to the Unifor Multi-Employer Pension Plan and shall be forwarded to the Plan's Administrator to the attention of:

Global Benefits

901-191 THE WEST MALL, Etobicoke, ON M9C 5K8

(416)-635-6000

1-800-663-4500

unifor@globalben.com

no later than the 10th of the following calendar month for which contributions are due, along with reasonable information as specified by such Administrator.

Title to all monies paid into the Plan shall be vested and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the Shop Steward a copy of Receipted Remittance forms received from the Unifor Multi-Employer Pension Plan within five (5) days of receipt of such forms.

Unless otherwise explicitly agreed in writing, benefits provided by contributions to the Unifor Multi-Employer Pension Plan pursuant to this section shall be in addition

to all other benefits heretofore provided by the Employer and/or by any Plan or Trusts to which the Employer has made contributions.

Should the Union direct the Employer to forward pension contributions for its employee members to a different Pension Plan and/or Plan Administration, the Union will provide the Employer with a minimum of one (1) months' notice.

ARTICLE 17 — HEALTH & SAFETY

17.01 WORKPLACE INJURY OR ILLNESS

In the case of a workplace injury or illness at the Employer, the Employer will pay the difference between the injured employee's wages and WorkSafeBC ("WSBC") rates up to a maximum of one (1) year, without prejudice.

Employees who are absent by reason of a compensable injury or illness shall accrue vacation credits up to a maximum of one (1) year's entitlement. Such earned vacation shall be taken with pay at a future mutually agreed time.

Provided that WSBC pays for statutory holidays, such holidays shall not be banked.

17.02 RIGHT TO REFUSE UNSAFE WORK

When dangerous or hazardous work is involved, the Employer will ensure it takes reasonable measures to eliminate, reduce and/or mitigate the risk.

Employees shall have the right to refuse unsafe work for bona fide reasonable grounds, without being disciplined. Any employee who refuses to perform unsafe work must immediately stop the work and report the unsafe condition to the Employer or direct Supervisor.

Step 1

The Employer/Supervisor must investigate the matter and fix it if possible. If the Employer/Supervisor does not agree that the condition is unsafe, the Employer/Supervisor will notify the employee.

If the employee and Employer/Supervisor cannot agree on how to resolve the matter:

- The issue will be moved to Step 2; and
- If the Employer/Supervisor believes the work can safely be done by another employee while the matter is under investigation, the Employer/Supervisor must:
 - Give notice in writing to the workers assigned or permitted to do the work
 - Give notice in writing to a Worker Representative of the Joint Health and Safety Committee or a Union Representative. If neither are physically present at work, the Employer/Supervisor will also attempt to contact a member of the Union Local Executive.
 - Ensure the written notice includes:

- The refusal and the reported unsafe condition;
- Reasons why the task would not create an undue hazard; and
- The employee's right to refuse the work.

Step 2

If the matter is not resolved in Step 1, both the employee and the Employer/Supervisor must investigate the matter in the presence of one (1) of the following:

- A Worker Representative of the Joint Health and Safety Committee (or Worker Health and Safety Representative); or
- A Union Representative.

If neither are physically present at work, the Employer/Supervisor will also attempt to contact a member of the Union Local Executive, and if that individual cannot be reached, the employee who first reported the unsafe condition may select another worker.

Step 3

If the matter is still not resolved, the employee and Employer will notify WSBC for investigation and resolution via the process outlined by the Worker Compensation Act.

17.03 JOINT HEALTH & SAFETY COMMITTEE

A Joint Health & Safety Committee (JHSC) will meet monthly or as otherwise agreed. The JHSC shall be comprised of an equal number of Worker and Employer Representatives. There will be two (2) Co-Chairs, one (1) selected by workers and the other selected by the Employer.

Minutes of the meetings will be kept and shall be posted with a copy forwarded to the Union office.

Time spent by members of the JHSC on JHSC matters shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

The Employer will work with the JHSC to prevent or correct a situation liable to endanger the health and safety of employees.

17.04 FIRST AID

The Employer will designate employees who have expressed interest to be First Aid Attendants. Designated First Aid Attendants will be paid:

- \$40/biweekly; and
- \$80/biweekly if they are the Head First Aid Attendant and possess a valid OFA Level 2/3 ticket.

The Employer will pay the OFA ticket course fees and time, at base rate of pay plus normal premiums, to a Designated First Aid Attendant taking an OFA course or renewal.

17.05 UNIFORMS & BOOTS

The Employer will pay up to one hundred dollars (\$100) per year toward the purchase of safety shoes or boots upon the submission of receipt for same, or up to two hundred dollars (\$200) every two (2) years towards the purchase of safety shoes or boots upon submission of the same.

The Employer will supply uniforms and laundry service to all press crews and maintenance employees.

ARTICLE 18 — BENEFITS

18.01 BENEFIT PLAN

Eligible employees will participate in the Employer's Group Health, Dental and Welfare Plan, that the Employer offers to its non-union staff, in effect from time to time. The employer commits to maintaining the overall Plan benefits package at a comparable or better level for the term of the Collective Agreement.

This Plan includes coverage for:

- Group Life Insurance
- Accidental Death and Dismemberment Insurance
- Short term disability benefits
- Long term disability benefits
- Extended health care
- Dental care

All Plan premiums will be paid for by the Employer.

New employees will be enrolled in the Plan after working for three (3) months, and provided they work twenty (20) hours per week. Existing employees who meet eligibility requirements will be automatically enrolled.

Any dispute regarding entitlement to a particular benefit entitlement shall be addressed with the Plan Carrier or Administrator, and for greater clarity, shall not be resolved through the grievance procedure.

The Employer may change Plan Carrier or Administrator.

18.02 SICK DAYS

Employees may take up to six (6) days of paid sick leave per calendar year. The pay shall be the earnings actually missed that day for the scheduled shift (excluding overtime, but including all applicable premium pay).

ARTICLE 19 — LEAVES OF ABSENCE

19.01 GENERAL

Unless a greater entitlement is set out below, the rules and obligations set out in the BC *Employment Standards Act*, as amended, regarding leaves of absence and jury duty will apply to employees. Service and seniority will continue to accrue during all approved leaves for the purposes of this Agreement, unless specifically addressed in other Articles.

19.02 JURY DUTY

When an employee is called for service as a Juror or is subpoenaed as a Crown Witness they shall be paid the difference between the wages they receive and the amount of straight time earnings lost by the employee, by reason of such service in court. To qualify, an employee must produce proof that their absence was due to serving as a Juror or a Crown Witness in court.

19.03 BEREAVEMENT LEAVE

A regular employee shall be granted:

- Five (5) days of paid leave for the purpose of making arrangements and/or attending the funeral in the event of the death of a husband, wife, common-law spouse, same sex spouse, mother, step-mother, father, step-father, son or daughter.
- Three (3) days of paid leave for the purpose of making arrangements and/or attending the funeral in the event of the death of a brother, sister, father-in-law, mother-in-law, grandchild or grandparent.

In the event of the death of such family member, an employee shall be allowed to take earned vacation with pay. The Employer will also consider requests for unpaid leave and the request shall not be unreasonably denied.

19.04 UNION LEAVE

If an employee is elected or appointed to a position in the Unifor National Union, Canadian Labour Congress, or Unifor Local Union, or any affiliate of Unifor, the employee shall be given an unpaid leave of absence of up to four (4) years, upon written request and shall be reinstated in the same or a comparable position when the leave expires. During such leave the employee shall continue on the Employer's benefits plans and the Union shall reimburse the Employer for the actual cost of the benefits. No more than one (1) employee shall be entitled to such leave, unless agreed by the Employer.

A leave of absence upon thirty (30) days' written notice shall be granted to employees elected or appointed delegates to conventions of Unifor, the Canadian Labour Congress, or any organization with which Unifor is affiliated or as a delegate to special meetings called by the Unifor or a branch thereof or by an organization with which Unifor is affiliated. No more than one (1) employee will be granted such leave for each fifty (50) employees in the bargaining unit. It is agreed that such leave will be limited to two (2) weeks.

19.05 BARGAINING LEAVE

Upon the request by the Union, the Company will release without the loss of pay or other earned benefits, up to three (3) employees named by the Union to attend negotiation meetings. Not more than one (1) employee from each Department is to be released unless mutually agreed. The Union agrees to recompense the Employer for straight time hours (plus applicable shift premiums) where an employee is scheduled to work but has bargaining leave. Time spent on bargaining leave shall not be considered work hours and shall not be used to calculate overtime.

ARTICLE 20 — DISCIPLINE AND DISCHARGE

20.01 RIGHT TO REPRESENTATION

The Employer may discipline an employee, up to and including termination, for just cause.

The Employer will provide written confirmation for any discipline, including a verbal warning, setting out the nature of the alleged misconduct.

An employee who believes their discipline, up to and including termination, is unjust shall have the right to bring the matter to the Union, who in turn shall have authority to file a grievance under this Agreement.

Any employee potentially subject to discipline shall have the right to have a Steward present during any investigation meeting or any meeting in which discipline is to be issued. The Employer shall advise the member of this right prior to the meeting.

20.02 SUNSET CLAUSE

For the purposes of determining appropriate discipline, any verbal or written reprimand shall be deemed to be removed from an employee's file after twenty-four (24) months from the date the written reprimand is issued, provided that no subsequent related discipline has been imposed within that period. Disciplinary suspensions shall remain on file indefinitely.

20.03 PERSONNEL FILE

Every employee shall have the right to inspect any disciplinary records or formal evaluations contained in their personnel file. In order to inspect the disciplinary records or formal evaluations, the employee must provide a written request to Human Resources. Upon submitting a request, an employee shall have access to the file in the presence of Management. If there are errors in the file, which are agreed to be errors by Management, the error shall be corrected.

ARTICLE 21 — GRIEVANCE PROCEDURE & ARBITRATION

21.01 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation, or alleged violation of this Agreement.

21.02 GRIEVANCE PROCEDURE

In the case of a grievance, the following procedure shall be observed:

Step 1

An employee, accompanied by a Union Representative, if desired, shall within ten (10) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter with their Department Head or designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days, the grievance may proceed to Step 2.

Step 2

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to Human Resources or designate, who will convene a grievance meeting to discuss the matter within ten (10) working days of the presentation of the grievance. Union representation shall consist of Union Steward and/or Local Representative. The Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

21.03 A management or policy grievance, or a termination grievance, or any other matter where time is of the essence, may be initiated at Step 2.

21.04 TIME LIMITS

Any time limit or procedure in this Collective Agreement may be extended or abridged by the mutual agreement of the Parties in writing.

Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Union or the Company, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration procedure.

Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

21.05 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

21.06 ARBITRATION PROCEDURE

The arbitration procedure may be invoked at the written request of either Party provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.

Each Party will jointly share the expense of the Arbitrator.

The Arbitrator shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

ARTICLE 22 — BULLYING & HARASSMENT

22.01 The Parties recognize that it is crucially important to ensure and promote a workplace free from bullying and harassment, which can include discriminatory conduct that violates the Human Rights Code.

The Employer is committed to providing a work environment that is free from bullying and harassment, and to providing a workplace where the dignity of every employee is respected. The Parties acknowledge that the Employer has legal obligations to maintain a safe workplace free from bullying and harassment under the Workers Compensation Act, and that there are related obligations under the Human Rights Code regarding unlawful discrimination. Should there be a conflict

between this Policy and the relevant law, the law will apply and be incorporated into this Policy.

All employees are expected to conduct themselves in accordance with the Policy when it relates to the workplace whether they are on or off the Employer premises, at an Employer-sponsored event and when conducting business on behalf of the Employer. Non-bargaining unit employees will be held to separate but similar rules in accordance with all applicable regulations.

Bargaining unit employees found to have engaged in any act of bullying or harassment may be subject to discipline, up to and including termination for cause, depending upon the seriousness of the offence and other relevant factors.

The purpose of this Policy is to provide employees with an effective method to address bullying and harassment.

The Employer will ensure that employees are aware of the content of this Policy and the conduct that it addresses. This includes training for all employees on this Policy, and making it available to employees in a conspicuous place at the worksite at all times.

This Policy will be reviewed on an annual basis to ensure continued compliance with statutory requirements.

DEFINITIONS

Bullying and Harassment

Bullying and harassment in the workplace can take many forms, including verbal aggression, personal attacks, and other intimidating or humiliating behaviours. A worker is bullied and harassed when someone takes an action that they knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

Examples of behaviour or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, harmful hazing, or initiation practices, vandalizing personal belongings, and spreading malicious rumors.

It can also include any conduct, comments or gestures against an employee that is known or ought reasonably to be known to be unwelcome. This includes any action that it likely to cause discomfort, offence, or humiliation to any employee, such as bullying or verbally abusive behaviour.

Bullying and harassment does not include reasonable management direction or instruction of an employee.

Sexual harassment includes any unwelcome conduct, comment, gesture, or contact of sexual nature (inside or connected to workplace).

Bullying and harassment may include conduct that is discriminatory, contrary to the Human Rights Code. This may include behaviour that is related to a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation,

gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

Complainant

The bargaining unit member(s) who makes a complaint under this Policy.

Respondent

The person(s) alleged to have violated this Policy by engaging in bullying or harassment.

Complaint Procedure

The Parties recognize how difficult it may be to come forward with complaints of bullying and harassment. To the extent practical and appropriate under the circumstances, confidentiality will be maintained subject to the overriding responsibility of the Employer to investigate and deal with complaints, provide procedural fairness to all Parties involved, and act in accordance with applicable statutory and other legal requirements.

If an employee has experienced or witnessed any form of bullying or harassment in the workplace, or has reason to believe that another employee is the victim of bullying or harassment contrary to this Policy, the employee, assuming they feel safe to do so, is encouraged to communicate to the individual that their conduct or behaviour is unwelcome. The employee is also encouraged to take detailed written notes regarding an incident, including the date, time, place, and details of what was said and done, names of possible witnesses and the surrounding circumstances.

An employee may report the incident to a Manager or Human Resources. Employees are expected to put the complaint in writing. The Employer will promptly notify the Union upon receipt of a bullying or harassment complaint. If the Union receives notice of a complaint, the Union will inform the Employer as soon as reasonably possible.

It is important to stress that all employees, upon becoming aware of an incident of workplace bullying, harassment, or discrimination, should report the incident. A person who has the authority to prevent or discourage harassment may be held responsible for failing to do so.

All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve.

Upon receipt of a complaint from a bargaining unit employee, or concerning a bargaining unit employee, the Employer and Union will commence a joint investigation. The Employer will designate an Investigator, and the Union will designate an Investigator. The Investigators may be internal or external. Each Party bears the costs of their own Investigator. However, if the Union designates an employee of the Employer, the wages of that Investigator will be paid by the

Employer. The complainant, respondent, or a witness of the incident in question may not be an Investigator.

Investigations will be done as quickly as practicable.

The Investigators are required to be impartial and will not have any role in making or defending a disciplinary decision should one be required.

The Investigators will meet ahead of time to prepare for the investigation, which may include identifying the individuals that need to be interviewed, the evidence that is being sought, and the questions that need to be asked. The Employer Investigator will lead the investigation and the Union Investigator will limit their participation during interviews to asking clarifying questions. For clarity, the Union Investigator must not interfere in the process (i.e., by acting as an advocate for the complainant or respondent).

Bargaining unit employees who are interviewed will be provided with the option of Union representation during all interviews.

At the conclusion of the investigation, the Investigators will report the findings and conclusions regarding the Complaint to the Employer. A copy of the findings and conclusions shall be supplied to the Local Union President. Where required by law, the Employer will provide the Joint Health and Safety Committee with a summary of the investigation.

If the complaint is not substantiated, the Investigators may be asked to determine whether the complaint was frivolous, malicious, or made in bad faith. Any such complaints may result in discipline.

The Employer may take corrective action following the investigation of complaints under this Policy. The range of action could include such measures as: a formal apology, referral to appropriate counselling, reassignment, discipline, or termination.

Should there be disciplinary action against a bargaining unit member as a result of the Employer acting on the findings of the investigation, the disciplinary action and findings of the investigation will be shared with the Union. It is understood that a Unionized employee who is disciplined under this Policy maintains their right to utilize the grievance procedure to seek redress.

There shall be no retaliation for any good faith participation in the processes outlined in this Policy, including but not limited to reporting a complaint and participating as a witness.

ARTICLE 23 — PAID EDUCATION LEAVE

- 23.01 The Employer agrees to pay into a special fund an amount of three cents (\$0.03/hr) per hour, per employee, per hours worked to provide for a Unifor Paid Education Leave (PEL) Program. Such payment shall be remitted on an annual 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
115 Gordon Baker Road,
Toronto, Ontario M2H 0A8

The Employer shall consider requests for 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 the PEL leave of absence shall continue to accrue seniority and service.

ARTICLE 24 — GENERAL MATTERS

24.01 SAVINGS CLAUSE

Should any part or any provision be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions hereof and such portions shall continue in full force and effect.

24.02 EXCLUSIONS TO LABOUR RELATIONS CODE

The Parties agree to exclude the operation of subsections (2) and (3) of section 50 of the *BC Labour Relations Code*.

SCHEDULE A – WAGES & CLASSIFICATIONS

Classifications		From Ratification
Bindery		
B1	Bookbinder 1	\$33.61
B2	Bookbinder 2	\$22.48
B3	Bookbinder 3	\$20.40
BC	Bindery Coordinator	\$28.00
Shipping/Receiving		
S1	Shipper-Receiver	\$31.00
S2	Asst. Shipper Receiver	\$28.30
Komori Press		
P1	First Press Operator	\$39.57
P2	Second Press Operator	\$34.97
PF	Press Feeder	\$27.67
Prepress		
PL1	Prepress Lead	\$37.18
PO1	Prepress Operator	\$34.59
Janitor		
J1	Janitor	\$22.48
Paper Handler		
PH1	Paper Handler	\$28.87
Purchasing Support		
PH2	Purchasing Support	\$30.00
Maintenance		
M1	Maintenance	\$33.61
Bindery Trainer Maintenance Lead		
BTML	Bindery Trainer Maintenance Lead	\$35.00
Landa Press		
LP1	First Press Operator	\$38.00
LPF	Press Feeder	\$27.67
Digital Press		
DPO1	Digital Press Operator	\$28.86
Digital Bindery		
DBO1	Digital Bindery Operator	\$28.86

Any employee currently above the respective wage rate for their position will maintain their current rate of pay while they remain in the position.

TRAINEE PAY RATES

Bookbinder Progression Training

	B2 Trainee:	
	0 to 3 months	90.0%
	3 to 6 months	92.5%
	6 to 12 months	95.0%
B2 Certified	After 12 months	100.0%

B1 Trainee:

	0 to 3 months	80.0%
	3 to 6 months	87.0%
	6 to 12 months	93.0%
	12 to 24 months	96.0%
B1 Certified	After 24 months	100.0%

Komori Progression Training

	P2 Trainee:	
	0 to 3 months	80.0%
	3 to 6 months	87.0%
	6 to 12 months	93.0%
P2 Certified	After 12 months	100.0%

	P1 Trainee:	
	0 to 3 months	90.0%
	3 to 6 months	92.5%
	6 to 12 months	95.0%
	12 to 24 months	97.0%
P1 Certified	After 24 months	100.0%

Landa Progression Training

	LP1 Trainee:	
	0 to 3 months	80.0%
	3 to 6 months	87.0%
	6 to 12 months	93.0%
	12 to 24 months	96.0%
LP1 Certified	After 24 months	100.0%

	LPF Trainee:	
	0 to 3 months	80.0%
	3 to 6 months	87.0%
	6 to 12 months	93.0%
LPF Certified	After 12 months	100.0%

LETTER OF AGREEMENT NO.1 – PRESSROOM TOURS & CUSTOMER OKAYS

The Employer recognizes the need to control the activities of non-Employee personnel within the pressrooms for reasons of safety and operating efficiency. Prohibited areas shall be clearly marked. Permission to move into these areas must be obtained from the press operator in charge.

LETTER OF AGREEMENT NO.2 – JOB-SHARE

The Union and Employer agree to discuss the possibility of job-share agreements on a case-by-case basis. Any request for a job-share agreement will only be at the request of the employees involved. If an agreement can be reached, the terms and conditions will be covered by a letter of agreement and signed by the Employees involved, the Union and the Employer.

LETTER OF AGREEMENT NO.3 – JANITORIAL DEPARTMENT

There will be no loss of employment for two (2) full-time positions in the Janitorial Department for the term of this Agreement.

LETTER OF AGREEMENT NO.4 – TELDON EMPLOYEES

The employees (named below) shall have their length of service with Teldon Print Media deemed continuous with Mitchell Press for the purpose of calculating severance pay in the Collective Agreement.

Denis Silva

Lance Lawrence

Sheldon Olson

Ravinder Perhar

Safil Hassan

Avinay Jeet

SIGNATURE PAGE

Signed this 14th day of February, 2024.

**For the Company:
Mitchell Press Limited & Mitchell
Digital Limited**

David Mitchell
President & CEO

**For the Union:
Unifor Local 2000**

Brian Gibson
President Local 2000

Travis Petten
Bargaining Committee

Lance Lawrence
Bargaining Committee

Mark Cameron
Unifor National Representative

BG/mc-ppwc5