

Collective Agreement

between

Century Printing Inc.

and

**United Food and Commercial
Workers Union Locals 175 & 633**



March 2, 2016

to

March 1, 2017

THIS AGREEMENT made the 16th day of August, 2016

BETWEEN:

CENTURY PRINTING INC.
(hereinafter called the "Company")

AND:

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCALS 175 & 633**
(hereinafter called the "Union")

WITNESSETH and it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

- 1.01 The Company recognizes the Union as the exclusive bargaining agent of all employees of Century Printing Inc., Ontario save and except assistant managers, supervisors, and those above the rank of assistant manager or supervisor, production manager, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

The term "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.

**ARTICLE 2
MANAGEMENT FUNCTION**

- 2.01 The Union acknowledges that it is the exclusive function of the Company to manage the enterprise in which it is engaged.

2.02 Without in any way restricting the generality of the foregoing, the Union further acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Company to:

- a) maintain order, discipline and efficiency;
- b) hire, retire at age 65 or older, lay-off and recall, classify, direct, transfer, promote, demote or otherwise discipline or discharge employees provided that a claim by an employee who has completed the probationary period, that he/she has been disciplined or discharged without just cause or otherwise dealt with contrary to the provisions of this Agreement, may be made the subject of a grievance in the manner and to the extent as provided herein;
- c) to maintain and enforce reasonable rules and regulations to be observed by employees.

ARTICLE 3 NO STRIKE OR LOCKOUT

3.01 There shall be no strike or lockout as defined in the Labour Relations Act during the term of this Agreement.

ARTICLE 4 RELATIONSHIP

- 4.01 a) The Company agrees that all employees within the bargaining unit will become and remain, as a condition of employment, members of the Union during the lifetime of this Agreement.
- b) The Company shall require new employees to make application for membership in the Union, after completion of the probationary period. The Company shall collect membership initiation fees, as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance.

- c) The Company agrees to deduct regular monthly union dues, as certified by the Union to be currently in effect according to the Constitution and By-Laws of the Union from the wages of each employee on each pay day of each calendar month and to remit the amount so deducted to the Local Union Secretary-Treasurer, no later than the 15th of the following month. The Company further agrees to record the annual union dues deductions for each employee on his T-4 Form.
 - d) The Company agrees to forward to the Union Office on a monthly basis, a complete alphabetical listing of all employees, including their home address, starting date, and Social Insurance Number.
- 4.02 The Company agrees to recognize one (1) Steward so designated by the Union in this location provided they have completed six (6) months of employment with the Company.
- They shall be granted time off with pay, as may be reasonably necessary to service any grievance or potential grievance in accordance with the provisions of the grievance procedures, as set out herein. No Steward shall leave his work to investigate or process any grievance without first obtaining consent of his supervisor and such consent will not be unreasonably withheld.
- 4.03 The Union will notify the Company in writing of the name of its Steward.
- 4.04 The Company agrees to recognize a committee comprised of one representative of the employees for the purpose of negotiating the renewal of this Agreement upon its expiry. The Company will afford committee representative the necessary time off from their regular duties to attend meetings with the Company for this purpose. It is understood that in consideration of time off being granted, the Company will be provided with adequate notice, as to Committee Meetings, the time required and that such employee can be spared from their regular duties without undue disruption of the efficient operations of the Company's business.
- 4.05 Authorized representatives of the Union will be permitted to enter the premises of the Company provided consent of the Manager or his designate has been obtained and such consent will not be unreasonably withheld.

The Union agrees that the visits of its representatives shall not impair or hinder production and services, and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of this Agreement are being observed and not used for the purpose of soliciting membership.

- 4.06 The Union will not, nor will any employee, engage in Union activities, other than those set out in this Agreement, during working hours or hold meetings, at any time, on the premises of the Company without the permission of the Manager or his designate and such permission will not be unreasonably withheld.
- 4.07 The Union shall have the use of a bulletin board in the Company's premises for the purpose of posting notices, relating to the Union's legitimate business. Such notices must be approved by the Manager or his designate, prior to their being posted and such approval will not be unreasonably withheld.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to the Manager or designate, an opportunity of adjusting his complaint.
- 5.02 If an employee has a complaint or questions involving the interpretation, administration or alleged violation of the Collective Agreement which he wishes to discuss with the Company, he shall take the matter up with the Manager or his designate within three (3) working days from the date of the alleged occurrence said to have caused the reason for the complaint. If the employee so requests, the Union Steward shall be in attendance.
- 5.03 If such complaint or question is not answered to the satisfaction of the employee concerned within five (5) working days after receiving the verbal reply of the employee's Manager or designate, then the following steps of the grievance procedure may be invoked in order:

Step One:

The employee shall outline the grievance in writing indicating the nature of the grievance and the adjustment sought. The employee must sign the grievance. Such document must be submitted to the Manager or his designate within a

period of five (5) working days from the time the verbal reply to the complaint was received, as indicated in 5.03 above. After such discussion with the employee, the Union representative and Manager as is necessary, the Manager shall state in writing within five (5) working days, his decision. If the grievance is not settled within five (5) working days following the written reply of the Manager, then the grievance shall be taken up as follows:

Step Two:

Within five (5) working days after the receipt of the written reply of the Manager given at Step One, the Union will request a meeting in writing with the Manager. Such meeting which will include the grievor, the Steward, and a full time representative of the Union, will be held within ten (10) working days after receipt by the Company of the Union's letter. The Manager shall render his written decision within five (5) working days following the meeting. Failing satisfactory settlement in this Step, then at the request of either party, in writing, the grievance may be referred to Arbitration.

- 5.04 The time limits as prescribed in Article 5 - Grievance Procedure, Article 6 - Discharge Cases, and Article 7 - Arbitration, may be extended by mutual agreement of the parties in writing and such agreement will not be unreasonably withheld. In determining time limits, Saturdays, Sundays and recognized Statutory Holidays shall be excluded.

- 5.05 It is agreed that a grievance of policy, arising directly between the Company and the Union, is to originate within ten (10) working days of the occurrence of the event giving rise to the grievance by notifying the party grieved against in writing. Such notice shall describe the exact nature of the matter complained of and the relief sought. A policy grievance shall be received at Step Two of the grievance procedure.

**ARTICLE 6
DISCHARGE CASES**

- 6.01 A claim by a non-probationary employee that he has been unjustly discharged from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Manager within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure, prior to Step Two, will be omitted in such cases. Such special grievances may be settled by confirming the management's action in

dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

- 6.02 When an employee has been dismissed without notice, he shall have the right to interview his Steward for a reasonable period of time before leaving the premises.

ARTICLE 7 ARBITRATION

- 7.01 When either party requests that an unresolved grievance be submitted to Arbitration they shall, within ten (10) working days following the disposition of the grievance in Step Two foregoing, make such a request in writing addressed to the other party to this Agreement and at the same time provide the name of a nominee to the Arbitration Board. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party.
- 7.02 The two appointees shall within a further one (1) week endeavour to agree upon a Chairman but failing to do so within that time, they shall jointly request the Minister of Labour to appoint such Chairman.
- 7.03 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 7.04 No matter may be submitted to arbitration which has not been properly carried through all the grievance procedure.
- 7.05 The Board of Arbitration shall not have any jurisdiction to alter, modify or disregard any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.
- 7.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding on the Company, Union and involved employee(s).

Should a majority decision not be possible, then the decision of the Chairman shall be final and binding on the parties hereto.

- 7.07 Each of the parties shall pay their own costs and expenses of arbitration and share equally the remuneration and expense of the Chairman of the Board.
- 7.08 The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree of a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

ARTICLE 8 SENIORITY

- 8.01 An employee will be considered on probation and will not be placed on a seniority list until he/she has completed the probationary period. The probationary period shall be ninety (90) days worked during which time the employee may be dismissed or laid off at the sole discretion of the Company.
- 8.02 Seniority lists shall be established showing Company seniority commencing with the date of last hire. Such lists shall be forwarded to the Union on a semi-annual basis.
- 8.03 Employees promoted or transferred to positions not covered by this Agreement shall retain their seniority for a period of six (6) months, after which it, shall be terminated.
- 8.04
- a) The Company undertakes that its decisions shall be neither arbitrary nor unfair.
 - b) It is understood that employees will not displace anyone in a higher classification.
 - c) Employees who are placed on layoff from full time employment, shall retain recall rights to full time employment for up to a period of time equal to his seniority at a date of layoff to a maximum of twelve (12) months whichever occurs first.

- d) Company and Union undertakes that in the event of layoff in full time, those persons affected will be offered hours of part time while maintaining recall.
- e) In the event of a new position or a vacancy in a present classification, the position will be posted as set out in Article 9.
- f) The successful applicant to the positions will go to the bottom of the seniority list within that classification (for purposes of layoff and overtime).
- g) In the first six (6) months, if the position is dissolved, the person who was the successful applicant will have the right to return to his former position and any other person who was affected will return to their former jobs.
- h) If there is a need for a lay-off within the classification, the person who was put at the bottom of the seniority list will be laid off first, and be given his bumps and other options, regardless of their company seniority.

8.05 **Loss of Seniority**

An employee shall lose his seniority and service shall be terminated if he:

- a) resigns;
- b) is discharged and not reinstated through the grievance procedure;
- c) is absent from work for three (3) consecutive working days, without reasonable cause;
- d) is laid off for a period equal to his seniority or twelve (12) months, whichever occurs first;
- e) (i) fails to notify the Company within two (2) days of Notice of Recall of his intention to report for work and having so notified fails to report for work within a further three (3) days after Notice of Recall has been received by Registered Mail at his last address on file with the Company;

- (ii) fails to report for work within forty-eight (48) hours of notification by the Company, where the layoff is equal to or less than ten (10) consecutive working days;
- f) overstays an authorized leave of absence without reasonable cause;
- g) uses a leave of absence for a purpose other than that for which it was granted;
- h) is absent from work due to illness or accident for a period equal to his seniority or twelve (12) months whichever occurs first.

ARTICLE 9 JOB VACANCIES

- 9.01 When a vacancy occurs in any job, notice of such vacancy shall be posted on a designated bulletin board within the plant in order that interested employees may apply for the position. All notices of vacancies shall designate the classification and rate of pay of the vacant job. Such notices shall remain posted for five (5) consecutive working days.
- 9.02 Any employee within the bargaining unit may apply in writing for such job within the time limit specified.
- 9.03 In filling the vacancy, the Company will consider the qualifications, skill and ability of applicants as the governing factors in the selection. Where these factors are relatively equal between applicants, seniority will be the deciding factor. Where no qualified applications are received, the Company shall fill the vacancy at its discretion. The Company's decision will be made within three (3) days following the terminal date of the notice of vacancy.

**ARTICLE 10
TEMPORARY ASSIGNMENTS**

- 10.01 When an employee temporarily assigned to a higher classification has worked more than one half of his normal shift at that classification, he shall be placed at the start rate of that classification, or whichever rate gives the employee an increase, for all hours worked in that classification.
- 10.02 Employees temporarily assigned to a lower classification shall not have their rate reduced provided, however, that this provision will not apply to employees who are transferred to a lower classification as a result of a layoff.

**ARTICLE 11
NEW CLASSIFICATIONS**

- 11.01 The Company agrees to notify the Union of any new classifications that may be added to the existing classifications, The Company further agrees to meet with the Union and negotiate rates of pay for any such new classifications within the scope of the Agreement.

**ARTICLE 12
LEAVE OF ABSENCE**

- 12.01 The Company may grant a leave of absence to any employee for legitimate personal reasons. Permission to obtain a leave of absence must be in writing and the Company must confirm the granting of a leave of absence in writing except in the event of verified emergency or a requested leave of three (3) days or less duration.
- 12.02 The Company shall grant pregnancy leave in accordance with the requirements of the Employment Standards Act.
- 12.03 Where the leave is less than three (3) days, the request and the granting shall be done verbally.

**ARTICLE 13
WAGES AND CLASSIFICATIONS**

- 13.01 The wage rates which shall apply during the term of this Agreement are outlined in Appendix A attached hereto and which forms part of this Collective Agreement.

**ARTICLE 14
HOURS OF WORK**

- 14.01 The normal work week for employees shall consist of greater than twenty-four (24) hours per week as scheduled by the Company except as otherwise provided herein. It is understood, however, that the Company does not guarantee to provide any hours of work on any day.
- 14.02 Overtime at the rate of time and one half an employee's regular straight time hourly rate shall be paid for hours worked in excess of forty (40) hours in any week, except as otherwise provided herein. Overtime at the rate of double time an employee's regular straight time hourly rate shall be paid for hours worked in excess of forty-eight (48) hours in any week. All overtime work must be authorized by the Company.
- 14.03 Employees who work more than four (4) hours in any work days shall be granted an unpaid break of thirty (30) minutes' duration at a time determined by the Company to be consistent with efficient operations. -
- 14.04 With the exception of meal periods which shall be scheduled at the approximate mid-points of the regular shifts and shall be one-half (1/2) hour in duration, hours of work shall be consecutive.
- 14.05 a) Any overtime that occurs on any given shift, shall be offered to the employees in accordance with their seniority by classification, on a shift basis, provided the employees have the knowledge, skill, ability and qualifications to perform the work.
- b) Overtime work shall be on a voluntary basis. However, since a reasonable amount of overtime is necessary for the efficient operation of the Company's business, the Union agrees to encourage employees to cooperate with the Company by working a reasonable amount of overtime to meet requirements.

- 14.06 The Union agrees that the proper operation of the business will require overtime work periodically and that the employees will co-operate fully in the matter. In case of emergency, overtime work on short notice, every effort will be made to work it out so as to cause as little inconvenience to individual employees as possible.

If there are insufficient volunteers, the overtime will be assigned in reverse order of seniority.

- 14.07 A premium of seventy-five (75) cents will be paid if more than one half of the shift is worked after 5:00 p.m.

ARTICLE 15 BEREAVEMENT

- 15.01 An employee on completion of his probationary period shall be entitled to receive up to three (3) days bereavement leave with pay for purposes for and/or attending the funeral of a member of his immediate family. Immediate family means spouse, father, mother, child, brother, sister, step-parent and step-children.

An employee on completion of his probationary period shall be entitled to one day of bereavement leave to attend the funeral of a mother-in-law or father-in-law.

ARTICLE 16 SAFETY AND HEALTH

- 16.01 The Company agrees to comply with the requirements of the Occupational Health and Safety Act as it relates to the health and safety of its employees.

Where protective clothing or devices are provided for the safety of the employees, it shall be mandatory that such be worn by the employees.

ARTICLE 17
REPORTING FOR WORK PAY

17.01 The Company agrees that an employee reporting for work at the commencement of his regular shift unless previously notified not to report, shall be entitled for four (4) hours work with pay at his basic hourly wage rate or payment in lieu thereof if sent home prior to the completion of four (4) hours worked. An employee so affected will perform such temporary related or departmental work as is available in order to qualify for payment.

ARTICLE 18
VACATIONS

18.01 Employees in the active employ of the Company shall be entitled to an annual vacation with pay as follows:

- a) Employees who have completed one (1) year of continuous service but less than five (5) years at April 1, in any year, shall receive two (2) weeks vacation with pay. Vacation pay for these employees is to be calculated at 4% of gross earnings for the twelve (12) month period preceding the date of completion of the continuous service.
- b) Employees who have completed five (5) years but less than ten (10) years at April 1, in any year, shall receive three (3) weeks vacation with pay. Vacation pay for these employees is to be calculated at 6% of gross earnings for the twelve (12) month period preceding the date of completion of the continuous service concerned.
- c) Employees who have completed ten (10) years but less than fifteen (15) years at April 1, in any year, shall receive four (4) weeks vacation with pay. Vacation pay for these employees is to be calculated at 8% of gross earnings for the twelve (12) month period preceding the date of completion of the continuous service concerned.
- d) Employees who have completed fifteen (15) years at April 1, in any year, shall receive five (5) weeks vacation with pay. Vacation pay for these employees is to be calculated at 10% of gross earnings for the twelve (12) month period preceding the date of completion of the continuous service concerned.

**ARTICLE 19
PAID HOLIDAYS**

19.01 All employees who are covered by the terms of this Agreement and who have completed the probationary period outlined herein shall receive the following holidays with pay subject to the conditions below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Family Day

19.02 Holiday pay will be computed on the basis of the normally scheduled shift hours at an employee's regular straight time hourly rate of pay.

19.03 In order to qualify for holiday pay, the employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned unless he has obtained permission to be absent on one or both of the following days or the absence is due to the employee's accident or illness. The Company may require verification of either accident or illness.

19.04 In the event an employee is required to work on one of the regular statutory holidays named above, he shall receive time and one-half (1Y his regular rate of pay for all hours worked in addition to his holiday pay.

19.05 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holidays at a time mutually agreed upon between the employee and the Company, or pay the employee for the holiday as provided herein.

**ARTICLE 20
DURATION**

20.01 This Agreement shall become effective from March 1, 2016, and shall expire on March 1, 2017. It shall be renewed automatically from year to year, unless either party gives to the other party within a period of no more than ninety (90) days before the expiry day, notice of termination or amendment.

**ARTICLE 21
BENEFIT PLAN**

- 21.01 The entire cost of the benefit will be covered solely by the Employer. Benchmark Decisions Inc. will be the benefit provider.
- 21.02 It has been agreed between the parties for any Health and Welfare and Dental increases to be paid by the Employer.
- 21.03 Contributions to the dental plan are to be increased by \$15.00 per month per member to increase the Dental Fee Guide to 2005.
- 21.04 New employees are entitled to two (2) paid sick days per year.

DATED AT MISSISSAUGA, ONTARIO, this 16th day of August, 2016.

FOR THE COMPANY:

Guy Grant

FOR THE UNION:

*Floyd Adams
Masood Frotan
Wali Bashir
Jehan Ahamed*

APPENDIX A

CUTTER/OLDER/BINDERY

	First Year	Second Year	Third Year	Fourth Year
Start	\$10.50	\$10.50	\$10.50	\$10.50
6 Months	\$11.00	\$11.00	\$11.00	\$11.00
12 Months	\$11.50	\$11.50	\$11.50	\$11.50
18 Months	\$12.00	\$12.00	\$12.00	\$12.00
24 Months	\$14.09	\$14.52	\$14.81	\$15.26

FEEDER/PRESS ASSISTANT

	First Year	Second Year	Third Year	Fourth Year
Start	\$12.50	\$12.50	\$12.50	\$12.50
6 Months	\$13.00	\$13.00	\$13.00	\$13.00
12 Months	\$13.50	\$13.50	\$13.50	\$13.50
18 Months	\$14.00	\$14.00	\$14.00	\$14.00
24 Months	\$16.17	\$16.66	\$17.00	\$17.51

5 COLOUR PRESS

	First Year	Second Year	Third Year	Fourth Year
Start	\$17.50	\$17.50	\$17.50	\$17.50
6 Months	\$18.50	\$18.50	\$18.50	\$18.50
12 Months	\$19.00	\$19.00	\$19.00	\$19.00
18 Months	\$19.75	\$19.75	\$19.75	\$19.75
24 Months	\$22.16	\$22.83	\$23.99	\$23.99

5 COLOUR 28 INCH PRESSMAN

	First Year	Second Year	Third Year	Fourth Year
Start	\$20.25	\$20.25	\$20.25	\$20.25
6 Months	\$20.75	\$20.75	\$20.75	\$20.75
12 Months	\$21.25	\$21.25	\$21.25	\$21.25
18 Months	\$21.75	\$21.75	\$21.75	\$21.75
24 Months	\$24.24	\$24.97	\$25.47	\$26.24

20.01 The Company will continue its present practice of training employees to afford the opportunity of advancement from within.

LETTER OF UNDERSTANDING # 1

The Company and the Union agree that interested part time employees shall be considered for full time positions and vice-versa in accordance with the factors described in Article 9.03 before the Company shall consider applicants from outside the bargaining unit.

DATED THIS 16th DAY OF August, 2016.

FOR THE COMPANY:

Guy Grant

FOR THE UNION:

*Floyd Adams
Masood Frotan
Wali Bashir
Jehan Ahamed*

LETTER OF UNDERSTANDING # 2

The Company and the Union agree that the Company will meet with the membership quarterly to discuss any relevant topics as they pertain to the business.

DATED THIS 16th DAY OF August, 2016.

FOR THE COMPANY:

Guy Grant

FOR THE UNION:

Floyd Adams
Masood Frotan
Wali Bashir
Jehan Ahamed