

# COLLECTIVE AGREEMENT

Between

**Sun Chemical Ltd.  
General Printing Ink Division**

And



Effective March 1, 2020 – February 28, 2023





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## **COLLECTIVE AGREEMENT**

entered into by and between:

**The Richmond, B.C. plant of Sun Chemical Limited**

hereinafter called "the Company"

and:

**Unifor Local 2000**

on behalf of itself the said Union,

and as Agents for all employees in the bargaining unit in the Company's plant at

13800 Vulcan Way, Richmond, B.C.,

hereinafter called "the Union"

### **ARTICLE 1 - RECOGNITION**

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for production employees of Sun Chemical Limited, located at 13800 Vulcan Way, Richmond, B.C. with respect to rate of pay, wages, hours and other conditions of employment for the life of this Agreement, and excludes management, office, sales, and those excluded by the Labour Code of British Columbia.
- 1.02 No employee covered by this Agreement shall strike or engage in any activity during the term of the Agreement which is intended to or does restrict or limit production or services of the Company and the Company shall not lock out its employees during the term of this Agreement.
- 1.03 The Company agrees that employees not in the bargaining unit will not perform work which is under the jurisdiction of the union, except when training, implementing new procedures or techniques, testing equipment, or in emergencies and when no one else is available to do the work.

### **ARTICLE 2 - EMPLOYEE RIGHTS**

- 2.01 The Company and the Union recognize and agree to abide by Section 4 through 17 of the Labour Code of British Columbia as amended in 1992 entitled "Rights of Employees and Employers and Unfair Labour Practices". Further; the Union agrees to refrain from conducting activities or meetings on Company premises except with permission of the Company.
- 2.02 (a) A "temporary" employee shall be defined as an individual working for the Company for less than thirty (30) working days. A "permanent" employee shall be defined as an individual working for the Company in excess of thirty (30) working days. The time limit stated in this clause may, but mutual agreement between the company and the Union, be extended in special cases.
- (b) A "permanent" employee will serve a probationary period of sixty (60) working days. This employee shall become a member in good standing of the Union after

thirty (30) days of this period.

- (c) A probationary employee may be discharged by the Company if it determines that such a person will not become a satisfactory employee. However, the Union reserves the right to protest such discharge in the Grievance Procedure if it concludes that the discharge constituted an unfair labour practice or was in violation of law or the Collective Agreement.

- 2.03 The Company and the Union agree that no employee will be discriminated against because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation 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.

### **ARTICLE 3 - MANAGEMENT**

- 3.01 Except as otherwise provided in this Agreement, the management of the plant and the direction of the working force remains an exclusive Management function. This right of Management includes, but is not limited to, such functions as the right to plan, schedule, direct and control operations; to study or introduce new or improved production methods or facilities; to maintain or establish new or improved rules and regulations covering the operation of the plant to hire, classify and determine individual rates within the classification wage range; to promote, demote, lay-off, suspend, discharge, discipline or otherwise relieve employees from duty. In no case shall the exercise of the above prerogatives of Management be in derogation of the terms and conditions of this Agreement; provided, however, that a claim that an employee was discharged without proper cause may be the subject of "grievance" as hereinafter provided.

### **ARTICLE 4 - WAGES**

- 4.01 The wage rates, classifications and occupations shall be as set out in Schedule "A" attached to and which shall form part of this Agreement for the term of such agreement.
- 4.02 It is recognized that changing conditions may, from time-to-time, require the adjustment or modifications of existing wage rates or the installation of new wage rates not in effect on the plant's wage scale as of the date of this Agreement. This may be due to new manufacturing processes, new products, new units, new occupations, etc. In such cases, an appropriate wage rate will be developed in accordance with procedures under Article 17.

### **ARTICLE 5 - HOURS OF WORK**

- 5.01 The provisions of this Article provide for the normal hours of work, and shall not be construed as a guarantee or limitations of any specific number of hours of work per week.
- 5.02 The regular workweek for the day shift shall consist of forty (40) hours made up of five (5) days of eight (8) hours, exclusive of lunch, Monday to Friday inclusive. A lunch period of

one-half (1/2) hour not less than three (3) and not more than five (5) hours after starting time shall be provided. The starting time of employees will fall within the following hours:

Day shift:	7:00 a.m. - 9:00 a.m.
Afternoons:	2:00 p.m. - 4:00 p.m.
Evenings:	10:00 p.m. - 12:00 p.m. (midnight)

The regular starting time on the day shift will be between 7:30 a.m. to 8:00 a.m. In order to meet the customer needs of the business, it may become necessary to consider staggering the starting times between 7:00 a.m. and 9:00 a.m. Prior to implementing, the Company will meet with the Union in an attempt to find a resolution to Employee concerns. If the starting times are staggered between 7:00 a.m. and 9:00 a.m., such times will not be implemented more than two (2) times a year or be for more than a six (6) month duration unless mutually agreed otherwise. The Company will give employees two (2) weeks' notice of a change of staggered hours.

- 5.03 A wash-up period of fifteen (15) minutes immediately prior to the end of the shift shall be provided for all employees.
- 5.04 Any employee who is required to report for work at a regularly scheduled time shall receive a minimum of eight (8) hours' pay at his regular rate, but at the option of the Company, shall perform eight (8) hours of such available work as the Company may assign, and if he refuses to do so shall not be entitled to the eight (8) hours of pay. The provisions of this section shall not apply if strikes, labour stoppages, failures of utilities or acts of God beyond the control of the Company, prevent or interfere with work being provided. An employee who voluntarily requests to leave work early shall only be paid for the actual hours worked.
- 5.05 If an employee is called from home to work at other than his regularly assigned working hours, he shall be paid for a minimum of two (2) hours' work at the rate of time and one-half even though he may have worked less than two (2) hours. In addition, such an employee shall be paid a traveling allowance equivalent to two (2) hours' pay at the employee's base rate.
- 5.06 (a) A seventy-five cents (\$0.75) per hour shift premium shall be paid on the afternoon shift and a seventy cent (\$0.70) per hour shift premium shall be paid on the night shift.  
(b) A night shift which overlaps into the day shift shall be paid for a full night shift rate. The night shift shall consist of eight (8) elapsed hours, with a thirty (30) minute meal period included.
- 5.07 Selection of shifts and starting times shall be accordance with the employees' choice as determined by the employees' seniority.

## **ARTICLE 6 - OVERTIME**

- 6.01 The provisions of this Article are intended only to provide the basis for the calculation of

and payment for overtime, and shall not be construed as a guarantee that there will be any overtime per day or per week.

- 6.02 In response to customer demand and business needs, employees are expected to work reasonable amounts of overtime. The Company will advise employees as far in advance as possible when overtime will be required and will distribute overtime opportunity to employees equitably. At least one (1) hour of overtime will be worked on each occasion. Problems in the assignment and distribution of overtime will be discussed with the Union Shop Steward.
- 6.03 Overtimes rates on a regular working day shall be computed at time and one-half for the first two (2) hours and double time thereafter. Overtime worked on Saturday shall be computed at time and one-half for the first four (4) hours worked, and double time thereafter. Work on Sundays shall be paid at double time. In addition, if in case of emergency an employee is asked to work overtime without at least twenty-four (24) hours' notice, the Company will pay eleven dollars (\$11.00) for the purpose of providing a meal for such employee if the overtime work amounts to two (2) hours or more.

#### **ARTICLE 7 - HOLIDAYS**

- 7.01 It is agreed that the following days shall be observed as holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the last four (4) hours on the last work day before Christmas Day and the last four (4) hours on the last working day before New Year's Day and any other day proclaimed by Federal or Provincial order.

Also, there shall be one (1) Floater Holiday in each contract year to be taken as a day off work. The selection of this day shall be made during the contract year and will be approved by the Plant Manager so long as it does not interfere with the efficient operation of the plant. The Plant Manager in cooperation with the employee has the right to schedule this Floater Holiday for employees who three (3) months prior to the end of the contract year, have failed to select their Floater Holiday.

An employee who is on the payroll of the Company on any of the above-named holidays will be granted eight (8) hours pay (or four hours pay for half-holidays) at the straight-time rate of the employee's regular job, subject to compliance with all of the conditions set forth below:

- (a) The employee must have worked a minimum of thirty (30) working days for the Company.
- (b) The employee must have worked seven (7) days during the thirty (30) calendar days immediately prior to the holiday, except that employees collecting an illness or injury benefit can receive up to four (4) holidays during the term of their absence from work.



- (c) The employee must have worked his last scheduled workday before the holiday and his first scheduled work day after the holiday, except as he is excused by the Company because of a bona-fide illness or injury.
- 7.02 If an employee is required to work on any of the above statutory holidays, he shall receive double his regular rate of pay in addition to his holiday pay.
- 7.03 If a holiday should fall during his paid vacation, the employee shall take one (1) extra day off from work at the end of his paid vacation to compensate him for the holiday. By special authorization from Management this holiday may be taken at some later date, but under no circumstances can the holiday be deferred into another year, if not taken, it shall be deemed forfeited.
- 7.04 If any of the holidays described in Section 1 above fall on a Saturday, it shall be celebrated on the workday immediately preceding the holiday, and if the holiday falls on a Sunday, it will be celebrated on the workday immediately following the holiday.
- Special circumstances, predominantly during the Christmas holiday, may require alternative scheduling of a holiday, and the Company agrees to give thirty (30) days' notice to employees of holidays.

#### **ARTICLE 8 - VACATIONS**

- 8.01 For employees with less than one (1) years' service, the Company will comply with the provisions of the Hours of Work and Vacations with Pay Act.
- 8.02 Employees with one (1) year of continuous service as of May 1st shall be entitled to two (2) weeks' vacation with two (2) normal weeks' pay at base rate.
- 8.03 Employees with five (5) years of continuous service as of May 1st shall be entitled to three (3) weeks' vacation with three (3) normal weeks' pay at base rate.
- 8.04 Employees with ten (10) years of continuous service as of May 1st shall be entitled to four (4) weeks' vacation with four (4) normal weeks' pay at base rate.
- 8.05 Employees with twenty (20) years of continuous service as of May 1st shall be entitled to five (5) weeks' vacation with five (5) normal weeks' pay at base rate.
- 8.06 No employee may continue to work and draw vacation pay in lieu of taking vacation.
- 8.07 Vacations are not cumulative, and must be taken within the vacation period. For situations where it is not possible for an employee to take all earned vacation within the vacation period they shall be carried over into the next vacation year and will be taken as soon as practicable. Such vacations shall be scheduled by mutual agreement and not subject to priority claim.
- 8.08 No employee shall be allowed three (3) consecutive weeks of vacation between June 1st and September 30th unless all two (2) weeks' vacation periods have been arranged for other employees. No employee shall be allowed four (4) or five (5) consecutive weeks of vacation between June 1st and September 30th unless all three (3) week vacation periods have been arranged for other employees.

- 8.09 The Company will schedule vacations in accordance with employee choices subject to Section 7 and also subject to employee seniority, except that the Company reserves the right to limit the number of employees in the bargaining unit in excess of one on vacation in any week due to production needs.
- 8.10 To be eligible for a full vacation with pay as outlined above, an employee must have worked a minimum of one thousand two hundred (1,200) hours in the twelve (12) months period preceding May 1st. Employees working less than one thousand two hundred (1,200) hours shall receive vacations on a pro-rated basis.
- 8.11 Previous reference has been made to May 1st as the normal service requirement for vacation entitlement, but in the year an employee reaches a scheduled level change in his number of weeks of vacation, and when his anniversary date is after May 1st, the employee shall be entitled to the extra vacation entitlement on or after his anniversary date for that year, and shall thereafter be entitled to take vacations between the dates of January 1<sup>st</sup> and December 31<sup>st</sup> of each year and are not subject to carry over into any succeeding year.
- 8.12 Vacation pay shall be made in advance and paid to the employee the pay day prior to their vacation however; such can only be done when two weeks' notice is given by the employee of their election of vacation period, and only when such election or vacation period is authorized by the Company.
- 8.13 The vacation list shall be finalized no later than March 1<sup>st</sup> of each year.

#### **ARTICLE 9 - SENIORITY**

- 9.01 The seniority of a regular employee shall be determined by length of service computed in years, months and days, from the first day of continuous employment.
- 9.02 The Company shall post a seniority list and shall supplement it from time to time as may be necessary to keep it up-to-date. The list shall include the employee's name, date of employment and job classification.
- 9.03 It is understood and agreed that work assignments within a classification will be done in accordance with the competence and availability of the individual to do the work as directed by the Company. Competence will be judged on the basis of the potential of the individual to do the work as well as demonstrated work performance on current and past assignments.
- 9.04 Lay-off
- (a) When a temporary lay-off occurs, the Company will give five (5) days' notice to employees concerned. The employee with the least seniority shall be laid off first, provided that the remaining employees have the necessary skills to perform the work required.
- (b) Lay-offs of more than thirteen (13) consecutive weeks shall be identified as a permanent lay-off and deemed to be a termination of employment. Should this

occur, then in addition to the five (5) days' notice as identified in Section "A", and after the thirteenth (13) consecutive week of layoff, the Company will provide the severance pay set out in article 18.01.

- 9.05 RETURN TO WORK - When the working force is increased after a lay-off, the Company shall recall those laid off in reverse chronological order of lay-off, the last person laid off shall be the first recalled.
- 9.06 LOSS OF SENIORITY- An employee will automatically lose his seniority and cease to be an employee of the Company for any of the following reasons:
- If he quits his employment with the Company.
  - If he is discharged for proper cause.
  - If he exceeds a granted leave of absence (in writing) without the Company's previous consent in writing.
  - If he accepts gainful employment while on a granted leave of absence.
  - If he is on a continuous lay-off of more than thirteen (13) weeks and deemed to have been terminated.
  - If he is recalled to work following a lay-off and fails to report for work within five (5) working days, or fails within five (5) days to give Management a reasonable excuse for not reporting to work. Employees must notify the employment office at the plant of any change of address, at which time they will receive a receipt from the Company that such notice has been given. The Company will only be responsible for locating employees by letter mailed to the address shown on the employment records.
  - If he is issued a severance payment cheque under Article 18 of the Collective Agreement.
  - If retired in accordance with the terms of the Pension Plan.
  - If he is absent without proper notice to the Company for more than three (3) consecutive working days, said employee will automatically lose his seniority and cease to be an employee unless a reasonable excuse is given to the Company for his failure to notify.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 As the first step in the grievance procedure set out herewith, if any difference of opinion as to the rights of the Company, the Union, or the employee under this Agreement, or any dispute as to the construction or interpretation of any section or portion of the Agreement takes place, such dispute shall be discussed by the supervisor, the steward and the employee within five (5) working days after the incident giving rise to the dispute occurred or became known. Should the parties be unable to settle the dispute within two (2) working days, it may be referred to the second step of the grievance procedure.
- 10.02 Disputes not resolved on the first step will be considered as withdrawn unless they are referred to the second step within five (5) working days after completion of conversation in the first step. Such referral must be in writing, stating the basis of the dispute and the employees involved.

After such referral, the parties shall meet to discuss the grievance. The Union may be represented by an officer of the Union or staff member, and the Company may be represented by the Plant Manager or a member of the Company's Labour Relations Group. If the dispute is not resolved at the meeting, it shall be answered in writing within five (5) working days after the meeting.

- 10.03 If the parties cannot resolve the dispute within ten (10) days from the date on which the dispute is first considered in the second step, either party may refer the matter to arbitrations, the representatives of each party to this Agreement to select and arbitrator. If the parties are unable to agree upon an arbitrator, he shall be selected by the Minister of Labour of the Province of British Columbia.

The arbitrator shall conduct the hearing within twenty (20) days from the date of his selection. Within thirty (30) days of completion of hearings, the arbitrator shall render his decision. The cost of the arbitrator's expenses and fees shall be shared equally by the parties.

The arbitrator's decision shall be final and binding on both parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement in any respect.

- 10.04 In the case of discharge or suspension, which the arbitrator has determined to have been unjust, he may order the reinstatement of the employee and shall award back pay. In the case of back pay, should there be any doubt in the opinion of the arbitrator, he may order all or part back pay as he deems fit.
- 10.05 Whenever a stipulated time is mentioned in this Article, said item may be extended by mutual consent of the parties.

#### **ARTICLE 11 - HEALTH AND WELFARE AND SAFETY**

- 11.01 Employees covered by this Collective Agreement will be covered by the Printing Industry Health and Welfare Plan, which include extended health, dental and vision care. The Company may select a different vendor for health and welfare benefits coverage following discussion with and the consent of the Union. Vision care is subject to a two hundred and fifty dollar (\$250.00) maximum per employee and eligible dependents every two (2) years. Participating employees in the plan will contribute:

Current Rate:	Single coverage:	\$5.50 per week
	Family coverage:	\$7.50 per week

- 11.02 Employees will be covered under the Medical Services Plan of British Columbia, and the Company will pay one hundred percent (100%) of premium costs for such coverage as a group plan.
- 11.03 In consideration of Benefits provided under this Article, all government refunds and/or premium reductions resulting from qualification of plans shall be assigned to the Company.
- 11.04 The employer will provide to each employee covered under the terms of this Agreement

two (2) uniforms per week (for the Black Department three (3) uniforms per week), respiratory masks when required, and other articles, which are recommended by the Workers' Compensation Board. There shall be furnished at all times a healthful, sufficiently ventilated, properly heated, and well-lighted place for the performance of all work done in the shop.

11.05 In addition to the above, the Employer will provide to each employee covered under this Agreement one hundred and fifty dollars (\$150.00) per year for the purchase of safety shoes, on the condition that employees present a receipt of purchase when seeking reimbursement, and that such employees wear safety shoes while working in the shop.

11.06 Benefit coverage is summarized as follows:

Life Insurance	\$22,000
Weekly Indemnity	60% of earnings to a maximum of \$560 per week or the maximum under Employment Insurance, whichever is greater
Long Term Disability	75% of earnings up to a maximum of \$1,600 per month Effective March 1, 2022 – 75% of earnings up to a maximum of \$2,000 per month
Dental	80% of basic/restorative 50% of major 50% of orthodontics for dependents with a \$2,000 lifetime maximum
Extended Health Benefits	\$1,000,000 lifetime maximum

#### **ARTICLE 12 - SICK DAYS**

12.01 All members of the bargaining unit who have completed their probationary period will be allowed up to six (6) days with pay in the event of a non-occupational personal illness or injury per calendar year.

12.02 Any new hires to the bargaining unit after June 2014 will be entitled to up to five (5) days with pay in the event of a non-occupational personal illness or injury per contract year. Entitlement would be prorated based upon months of service the member is actively employed during the calendar year.

12.03 A sick day is calculated as eight (8) hours at base rate.

12.04 A maximum of three (3) sick days only are allowable on any one illness.

12.05 The Company may, at its discretion, require a doctor's certificate stating that the employee was unable to work and is under the doctor's care as proof of entitlement to sick pay.

12.06 Sick days are non-accumulative and unused sick days are not paid for.

12.07 It is recognized that there shall be no pyramiding of benefits under this Article.

### **ARTICLE 13 - PENSION**

13.01 The Company will pay eleven dollars and twenty cents (\$11.20) per shift per covered employee to the Retirement Benefit Fund (Canadian Multi Employer Retirement Fund for the Graphic Arts Media).

The Company and/or the Union may open the contract, at any time, solely for the purpose of reopening discussion on the Canadian Multi Employer Retirement Fund for the Graphic Arts Media.

### **ARTICLE 14 - BULLETIN BOARDS**

14.01 A bulletin board shall be provided in the plant, upon which notices concerning official business of the Union may be posted.

### **ARTICLE 15 - BEREAVEMENT LEAVE**

15.01 All employees who have become members of the Union in good standing shall in the event of the death of a spouse or child or stepchild be granted up to five (5) days' leave of absence with no loss of earnings. In the event of a death of other members of the employee's family (i.e. father, mother, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren) be granted up to three (3) days' leave of absence with no loss of pay; such leave of absence is not extended beyond one day after the funeral or celebration of life. In the event of a death of a stepparent, an employee will be granted one (1) day of absence with no loss of pay. It is understood that no payment shall be made under this Article if the employee is receiving pay under any other provision of this Agreement.

### **ARTICLE 16 - JURY DUTY**

16.01 All employees who are actively at work and have become members of the Union in good standing who are summoned for service as a juror or as a Crown Witness shall receive the difference between the jury duty or Crown Witness rate and straight time rate normally earned by such employees. Employees released from these services prior to 11:00 a.m. shall report to work to complete their shift.

### **ARTICLE 17 - NEW EQUIPMENT - NEW PROCESSES**

- 17.01 (a) The Company shall give the Union reasonable notice when it intends to introduce any new process or equipment, including any electronic process or equipment which will replace equipment or processes currently manned by Union employees. Within (10) days of submitting such notice, the Company will meet with the Union in order to discuss the procedure training, manning and assignment or wage rates necessary for the introduction of such processes or equipment.
- (b) Whenever possible, employees shall be afforded the opportunity to retrain in accordance with their seniority standing, provided that in no event shall a member who has not been afforded the opportunity to retrain be laid off out of priority

order or lose their preference claim during the life of this Agreement.

- (c) If no agreement has been reached when such equipment is ready to operate, the Company will set tentative manning and wage assignments, and all final assignments will be retroactive to the date of operation of the equipment.

Further, if the Company and the Union are unable to agree, such assignments will be subject to the grievance and arbitration procedures.

#### **ARTICLE 18 - SEVERANCE PAY PLAN**

- 18.01 (a) **PURPOSE** - The purpose of the Severance Pay Plan is to provide financial assistance to employees whose jobs are eliminated due to the closing of the plant or permanent layoff.

- (b) Severance Formula for permanent layoff

- (1) Employees with three (3) months to three (3) years of service will receive two (2) weeks of severance, employees with three (3) years of service or more will receive one (1) additional week of severance per year of service.

- (2) Definitions

- (a) Full years of service will be computed on the basis of the employee's date of employment as carried on the Company Seniority List to the date of termination, that is, the date he is released by the Company.

- (b) Severance payments will be computed at the regular weekly wage of the employee in effect at the date of termination.

- (c) Severance Formula for Plant Closure

Severance pay will be paid based on (1) one week per (9) nine months of service after (3) three months of employment up to a maximum of (52) fifty-two weeks.

- (d) Conditions of Payment

- (1) All employees will be eligible for severance payments.

- (2) Severance payments will be forfeited if:

- (a) The employee leaves the Company before he is officially released,  
or

- (b) If an employee is discharged for just cause.

The severance payments set out above are inclusive of, not in addition to, the notice entitlements under the Employment Standards Act.

#### **ARTICLE 19 - CHECKOFF**

- 19.01 The Company agrees to deduct union dues from each pay of all members who have signed check-off cards. The Union shall give the Company thirty (30) day's written notice of any

change in uniform initiation or uniform dues. All amounts deducted shall be remitted promptly to the Union, which shall acknowledge receipt thereof in writing. Errors made in the deductions or remittance of monies shall not be considered by the Union as a violation of this Agreement, provided they are corrected promptly.

19.02 The Union agrees to save harmless the Company from any action growing out of these deductions, commenced by an employee against the Company. The Union shall assume full responsibility for the disposition of the funds so deducted when they are paid over to it.

#### ARTICLE 20 - LEAVE OF ABSENCE

20.01 Leaves of absence for the personal and compelling reasons may be granted at the Company's sole discretion and upon prior written request of the employee. If approved, such leaves of absence will be without pay and for a period up to thirty (30) days. An extension of a leave of absence up to an additional thirty (30) days may be requested and may be granted in writing at the sole discretion of the Company.

20.02 An employee who falsifies the reasons for his leave of absence will be subject to disciplinary action up to and including discharge.

20.03 A regular full-time or regular part-time employee is entitled to five (5) days without pay for each calendar year on a non-cumulative basis. The purpose of the leave is to meet responsibilities related to:

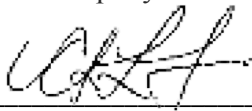
The care, health or education of a child in the employee's care;  
The care or health of any member of an employee's immediate family.

#### ARTICLE 21 - DURATION OF AGREEMENT

21.02 This Agreement shall be in effect from March 1<sup>st</sup>, 2020 to February 28th, 2023. Not more than four (4) months prior to the expiry of this Agreement either party may give written notice to enter into negotiations to terminate, amend, or change the Agreement, and such written notice shall contain any changes or amendments required in a new Agreement. If notice is not given, it will be deemed to have been given sixty (60) days prior to the expiry of the Agreement. It is agreed that the provision of Section 50, Subsection 2 and 3 of the Labour Code of British Columbia is hereby excluded.

Signed this 4 day of February, 2021.

For the Company:



Cheryl Finucane  
Manager, Human Resources Canada

For the Union:



Jennifer Moreau  
Secretary-Treasurer



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Jean VanVliet  
National Representative

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Adam Millar  
Bargaining Representative

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**SCHEDULE "A"**

Re: COMBINATION PERSON

Hourly Rate	March 1, 2020 2% (retroactive)	March 1, 2021 2%	March 1, 2022 2%
Start	\$25.30	\$25.81	\$26.33
3 months	\$25.64	\$26.15	\$26.67
6 months	\$25.96	\$26.48	\$27.01
9 months	\$26.38	\$26.91	\$27.45
12 months	\$26.56	\$27.09	\$27.63
15 months	\$27.06	\$27.60	\$28.15
18 months	\$27.65	\$28.20	\$28.76
21 months	\$28.25	\$28.82	\$29.40

Employees assigned as Working Foreperson, who shall be a member in good standing in Local 2000 shall be paid an additional one dollar (\$1.00) per hour premium, and in addition to production work duties will be involved in the directing of the work force under the authority and direction of the Production Manager or his/her designate. All discipline, the establishing of rules and procedures, and control of the work place remain an integral part of management rights as defined under Article 3 of this Agreement.

## LETTER OF UNDERSTANDING - BANKING OF OVERTIME HOURS

March 1,2006

Mr. John Savage  
Secretary-Treasurer  
Communications, Energy and Paperworkers Union of Canada, Local 25G

The following is an understanding reached during the recent set of negotiations as it pertains to the banking of overtime hours.

Consistent with the Employment Standards Act of British Columbia, employees at our Richmond, British Columbia location may request the employer to establish an "Overtime Bank" which an employee's overtime wages will be credited to it instead of laying the wages as they are earned. The procedure is as follows:

An employee who wishes to establish an "Overtime Bank" must do so in writing.

Overtime is credited at the rate it is earned. For example, an employee who banks two hours of overtime at time and one-half is entitled to three hours of time off with pay or three hours of regular pay at the rate it was earned.

Time off with pay must be booked in advance and must be approved by the employer. The "Overtime Bank" will be zeroed at six-month intervals.

On termination of employment or upon written request to close the "Overtime Bank" by the employee, the employer will pay to the employee any outstanding balance in the account.

This program and procedure will be subject to annual review.

Yours truly,

"Doug Moore"  
Douglas Moore  
Human Resources Manager, Canada  
Sun Chemical Limited

## LETTER OF UNDERSTANDING - ACCUMULATION AND BANKING OF SICK DAYS

March 1, 2006

Mr. John Savage  
Secretary-Treasurer  
Communications, Energy and Paperworkers Union of Canada, Local 25G

The following is an understanding reached during the recent set of negotiations as it pertains to the accumulation and banking of sick days.

The following will be applicable to all full time permanent bargaining unit employees employed by Sun Chemical on March 1, 2006.

In the event that the full period of sick leave in any one contract year is not used up, such unused days of sick leave shall be accumulated up to a maximum of ten (10) days. Unused sick leave will be accumulated (at the rate earned) to be used when an employee is eligible for weekly indemnity.

Accumulated sick leave may be used (at the employee's option) to make up the difference between the weekly benefits received and the employee's normal take home pay.

No other use of accumulated sick leave is permitted.

An accounting will be given to each employee (upon request) at the end of each contract year.  
Yours truly,

"Doug Moore"  
Douglas Moore  
Human Resources Manager, Canada  
Sun Chemical limited

## LETTER OF UNDERSTANDING - PART-TIME EMPLOYMENT

March 1, 2006

Mr. John Savage  
Secretary-Treasurer  
Communications, Energy and Paperworkers Union of Canada, Local 25G

The following is an understanding reached during the recent set of negotiations as it pertains to part-time employment.

The Company shall have the right to hire part-time employees in order to cover regular employees on vacation. Preference will be given to employees that have previous experience with Sun Chemical.

Part-time employees may not be hired if any regular union employee is on layoff subject to recall.

Part-time employees will not be used to reduce the regular workweek for regular union employees.

Part-time employees are entitled to holiday pay as follows:

An employee who does not have a regular schedule of hours and who has worked at least 15 of the 30 days immediately preceding a statutory holiday shall receive holiday pay by dividing the employee's wages (excluding overtime wages) for the 30-day period by the number of days worked.

An employee who has worked fewer than 15 of the 30 days immediately preceding a statutory holiday is entitled to pro-rated holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages in the 30-day period (excluding overtime wages) by 15.

Part-time employees shall receive vacation pay at the rate of 4% of regular earnings. Part-time employees will be recognized as working under a union approved permit.

Employees hired under this Agreement to perform bargaining unit work, that have been laid off by Sun Chemical, will receive the Combination Person rate as per their length of service at the time of layoff.

Part-time employees hired without previous Sun Chemical experience, to perform bargaining unit work, will commence at the start rate as per schedule A and progress accordingly.

Union dues will be deducted as per Article 19 of the Collective Agreement.

Yours truly,

"Doug Moore"  
Douglas Moore  
Human Resources Manager, Canada  
Sun Chemical Limited

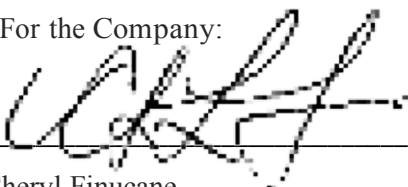
**LETTER OF UNDERSTANDING - PAID EDUCATION LEAVE**

The Employer agrees to pay into a special fund an annual amount of \$355.00 to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted no later than December 31<sup>st</sup> of each year starting in 2017 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 ON, M2H 0A8

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

For the Company:

  
\_\_\_\_\_  
Cheryl Finucane  
Manager, Human Resources Canada

For the Union:

  
\_\_\_\_\_  
Jennifer Moreau  
Secretary-Treasurer

\_\_\_\_\_  
Jean VanVliet  
National Representative

\_\_\_\_\_  
Adam Millar  
Bargaining Representative