



Collective Agreement

entered into this 20 day of July A.D. 2010

BETWEEN:

UNISOURCE CANADA, INC.

Hereinafter called THE COMPANY

and

GRAIN SERVICES UNION (ILWU • Canada)

Hereinafter called THE UNION.

TERM OF AGREEMENT: **January 1, 2010, to December 31, 2015.**

WITNESSETH:

ARTICLE 1 - SCOPE

The Company recognizes the Union for the duration of this Agreement as the sole bargaining agent for the purpose of collective bargaining in respect to wages and other conditions of employment on behalf of the Company's employees within the following bargaining unit, namely:

All employees of, **Unisource Canada Inc.**, Regina Saskatchewan Branch, except the Branch Manager, Office Manager, Sales Manager, and casual employees.

DEFINITIONS:

1. Temporary Employee - means an employee hired for a period of employment of less than fifty (50) days or four hundred (400) hours cumulative (excluding casual service) unless such period of employment is extended by mutual agreement between the Company and the Union. A temporary employee shall not be eligible for benefits but shall be paid the temporary employee rate from the Salary Schedule. A temporary employee who works beyond fifty (50) days or four hundred (400) hours cumulative shall be considered to be a regular employee.

2. Seniority - Seniority shall include all employment with the Company, including absences authorized as provided for under this Agreement. If employment with the Company is broken by resignation or termination of employment, service prior to such resignation or termination shall not be included in computing service with the Company.
3. Casual Employee - means an employee hired for a period of time not to exceed nine (9) weeks or three hundred and sixty (360) hours cumulative. A Casual Employee who works beyond nine (9) weeks or three hundred and sixty (360) hours cumulative shall be considered to be a temporary employee. Casual employees shall be paid the Casual Rate in the agreement, but shall not be eligible for benefits. The Company shall not use any system of consecutive hiring of casual employees to avoid hiring an employee in the Temporary or regular classifications.
4. Promotion - shall mean the movement of an employee from a position to a position bearing a higher pay structure.
5. Demotion - shall mean the movement of an employee from a position to a position bearing a lesser pay structure.

ARTICLE 2 - SPIRIT AND INTENTION

1. The spirit and intention of this agreement is to maintain good and amicable relations between the Company and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto, and this Agreement is in no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.
2. For the duration of the term of this Agreement, it has been agreed neither party will authorize, provoke, help, or participate in a lockout, work stoppage, strike, picketing or slow down of production.

ARTICLE 3 - RECOGNITION

1. The Union recognizes the right of the Employer to operate and manage its business in all respects, not inconsistent with the terms of this Collective Agreement and subject to the right of any employee to lodge a grievance in the manner and to the extent hereinafter provided.
2. The Company will not discriminate in its hiring and employment practices against persons by reason

of age, race, creed, sex, nationality, ancestry or place of origin, union activity, marital status, or physical disability.

ARTICLE 4 - MAINTENANCE OF MEMBERSHIP

1. The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees in the following categories.
 - a) All employees for whom the Union has bargaining authority under this collective agreement, and
 - b) All new employees under this collective agreement except casual employees.
2. Membership dues or sums in lieu so deducted from salaries shall be paid monthly to the General Secretary of the Union within fifteen calendar days following completion of the last payroll period in the calendar month, remittance to be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.
3. The Company shall advise the General Secretary of the Union of staff changes, including new hires.
4. Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the union shall, as a condition of his employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

ARTICLE 5 - GRIEVANCES

The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

Formal grievances, whether individual or executive, shall be raised within thirty (30) days of the date on which the grievance becomes apparent, or ought to have become apparent. Grievances shall be in writing on the approved grievance form and shall be dealt with in the following manner without stoppage of work:

Step 1 The grievance shall be taken up with the Branch Manager who shall render a decision within seven (7) working days of the receipt of the grievance.

Step 2 In the event that a decision is not rendered within seven (7) working days, or the Step 1 decision does not lead to resolution of the grievance, the General Secretary of the Union or his/her designate shall immediately consult with the **Regional Human Resources Manager of Unisource Canada, Inc.** If settlement is not achieved within a further fourteen (14) working days it may be submitted to arbitration as hereinafter provided for.

Step 3 A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of decision at Step 2, or from the expiry of the time limits at Step 2, whichever is the earlier. Within **thirty (30) days** of receipt of such written notice, **the Company and the Union will endeavor to agree upon the selection of the Arbitrator.** If within **thirty (30) days** of the initial meeting the two parties fail to agree on an Arbitrator **they will select from a list of Arbitrators from the Saskatchewan Labour Board** until an agreeable choice can be made.

Note: Time limitations in the preceding process may be extended by mutual agreement between the parties, provided that requests for extensions are made prior to the expiry of the time limitation.

If a decision on an arbitrator cannot be reached within 4 weeks of the submission of the supplementary list, the chairperson of the Saskatchewan Labour Board shall appoint an arbitrator.

Employees may have benefit of representation by Union Officials at any of the steps in the procedure.

In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents which have been served upon the employee which the Company intends to use in regard to the specific grievance.

References to disciplinary matters shall be removed from the employee's personal file after **eighteen (18) months with no further discipline.**

ARTICLE 6 - SCOPE OF ARBITRATIONS

1. The Arbitrator chosen under Article 5 (Step 3) shall not have authority to alter or change any of the provisions of the Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of the Agreement; but it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to award a penalty or amend a penalty imposed by the Company.

2. The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.
3. No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for the expenses and/or fees payable to its own representative and for one-half the expenses and/or fees payable to the Arbitrator.

ARTICLE 7 - SICK LEAVE AND DISABILITY INCOME PLANS

In the case of sickness, or disability arising out of sickness, all employees who have completed ninety (90) days or more continuous service with the Company shall be entitled to benefits in accordance with the following plans:

SICK LEAVE:

1. Employees shall earn and accumulate sick leave credits on the basis of one half day per month of continuous services from commencement of employment. Employees shall also earn one (1) family day per year for a maximum of seven (7) sick and family days accrued per year. Unused sick time/family days may be carried into the following year for a maximum allowance in any year of twenty (20) days.
2. All sick leave usage under this Plan shall be deducted from accumulated sick leave credits. Employees shall provide upon request medical verification with respect to sick leave beyond three (3) days.
3.
 - a) Sick leave allowance payments shall not extend beyond normal retirement age.
 - b) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay at the sole discretion of the Employer.

DISABILITY INCOME PLAN

1. Employees who have completed ninety (90) days of continuous service with the Company, shall as a condition of employment become members of the Long-Term Disability Income Plan then in force.
2. Employees eligible for benefits under the Sick Leave Plan shall also be covered by benefits for a period not to exceed the limit determined by the Federal EI Plan in any one illness.
3. When the period of such illness exceeds the EI Plan provisions, the Long Term Disability Income Plan shall apply for the remainder of the illness.

ARTICLE 8 - WORKERS' COMPENSATION (ACCIDENT FUND) ACT

In all cases of temporary total disability, as defined by the Workers' Compensation Board in its administration of the Workers' Compensation (Accident Fund) Act, sustained by an employee as a result of an occupational accident covered by the Workers' Compensation (Accident Fund) Act, the individual shall receive benefits determined as payable by the compensation board.

ARTICLE 9 - SENIORITY

1. No employee shall acquire seniority until he/she has completed satisfactorily a probationary period of ninety (90) days, at which time his/her seniority shall be retroactive to the date of hiring.
2.
 - a) In the matter of demotion and lay-off, seniority on a bargaining unit basis shall prevail subject to qualifications and ability.
 - b) Where it is elected by the Company to fill a vacancy to a position within the scope of this Agreement, the position shall be posted. In the selection process seniority on a bargaining unit basis shall prevail subject to qualifications and ability. An applicant having more seniority than the appointed applicant may request reasons in writing for not receiving the appointment.
3. No person beyond the scope of the bargaining unit shall displace an employee in the bargaining unit. A member of the bargaining unit who is appointed to an out-of-scope position shall not accumulate seniority but shall retain the seniority he/she earned prior to his/her appointment. Within ninety (90) days of such appointment, he/she may exercise his/her earned seniority to return to his/her former in-scope position provided the employee gives two weeks' notice of intent to return prior to the expiry of the ninety (90) days, but after ninety (90) days, he/she may exercise his/her earned seniority only to return to a vacant in-scope position graded not higher than that which he/she occupied prior to his/her out-of-scope appointment.
4. It shall be the policy of the Company in filling vacancies beyond the scope of this agreement to give first consideration to present employees.

ARTICLE 10 - LEAVE OF ABSENCE

1. Leave of absence without pay shall be granted at the sole discretion of management to employees for valid reasons after sick leave credits have been expended, such as prolonged illness, educational pursuits and compassionate grounds. In general, no reasonable request will be denied and Management will accommodate a request whenever possible.
2. Employees shall be entitled to child care/maternity leave as set out in current Saskatchewan Provincial Labour Standards legislation.
3.
 - a) An employee on leave of absence shall not accumulate seniority, vacations or sick leave, but he/she shall retain the seniority, vacations or sick leave he/she earned prior to commencing his/her leave of absence.
 - b) For a leave of absence not beyond six (6) months, the employee shall return to their former position; but should a leave of absence be approved for a longer duration, then he/she may only exercise his/her seniority to return to a vacant position for which he/she is qualified.
4. Leave of absence with pay chargeable to an employee's sick leave credits may be granted for matters of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to Management. The application of pressing necessity leave shall include attending to an employee's sick child or spouse. In general, no reasonable request will be denied and Management will accommodate a request whenever possible.
5. In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on jury duty, shall be the employee's regular rate of pay for the day less jury duty fees receivable for that day. Employees shall provide documentation of jury duty pay.
6. After ninety (90) calendar days or more service, leave of absence with pay of five (5) days shall be granted to employees for the purpose of arranging or attending the funeral of his/her spouse, common law spouse, fiancé, child, legal dependent or parent. Leave of absence with pay of three (3) days shall be granted to employees for the purpose of arranging or attending the funeral of his/her sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, guardian or former guardian. Leave with pay of one day shall be granted for the funeral of the employee's daughter-in-law, son-in-law, grandparent, aunt, uncle or cousin.

Where travel is required to attend a funeral outside of the community, up to two (2) additional days leave of absence with pay may be granted at the supervisors discretion.

7. In the event of a serious illness of a spouse or child, which requires the attendance of an employee, leave as provided for in Section 4 above will be granted at the discretion of Management.

8. One officer of the Union shall be granted up to four (4) days' leave without pay per year to attend Union business. The Company shall continue the employee's pay, and the employee shall continue to earn vacations, seniority, sick leave, and all other benefits. The Union shall reimburse the Company for lost wages while the employee is on approved Union leave.

ARTICLE 11 - SEVERANCE ALLOWANCE

When an employee's position is eliminated for any reason, other than cause, he/she will be entitled to severance pay equal to the period of layoff notice provided under the Saskatchewan Labour Standards Act.

ARTICLE 12 - WAGE/SALARY MAINTENANCE AND DEMOTION FORMULA

When an employee demotes as a result of technological change or reorganization, they move immediately to the top step of the new position.

ARTICLE 13 - TEMPORARY PERFORMANCE OF HIGHER DUTY

An employee assigned to temporarily relieve in a higher paid position shall be paid as if he/she had been promoted to same. Assignment shall be made in accordance with Article 9 - Seniority, Section 2.(b).

ARTICLE 14 - HOURS OF WORK

1. The normal hours of work shall be confined to a five (5) day week, Monday to Friday, and shall not exceed forty (40) hours per week. Stated number of daily hours shall be eight (8), Monday through Friday. Starting and quitting times shall be negotiated between Management and the Union Local. Employees shall be entitled to a lunch break of one (1) hour. In addition, employees shall be entitled to two fifteen-minute paid rest breaks per day.
2. Where the work activity requires coverage beyond that which can be achieved in established hours of work for the unit, the actual daily hours of work and time off for meals for groups of employees or classes of positions affected shall be negotiated by the Company and the Union Local.

ARTICLE 15 - OVERTIME

1. a) Overtime shall be paid at one and one-half (1½) times the normal rate for the first twelve (12) hours of overtime worked in any one week and at two (2) times the normal rate for work beyond twelve (12) hours in a week.

- b) Overtime worked on Saturday or Sunday shall be considered with any overtime worked in the preceding week as per 1.(a) above, but in no case will an employee be paid less than one and one-half (1½) times the normal rate.
- 2. a) Any overtime worked on a Sunday or a General Holiday will be voluntary except for mandatory scheduled requests related to annual inventory.
- b) Other overtime will be offered in order of seniority. If there are no volunteers, the Company may assign people to work overtime to a maximum of three (3) hours in any one day.

ARTICLE 16 - VACATIONS

- 1. All employees shall be entitled to vacations as described in the following schedule:

Years of Service

As of the Employment Anniversary	Days Accrued
Less than 1 year	1.25 days per month worked
1 - 9 years	15 days
10 - 19 years	20 days
20 years and forward	25 days.

- 2. Vacations are to be taken at times mutually agreed upon between the Company and the employee. There will be no vacation carry over from year to year. Vacation earned is to be taken in the current year.
- 3. In the case of termination of employment, the Company shall pay to the employee any earned but unused vacation.
- 4. Extended vacation leave without pay may be given at the discretion of the Company.
- 5. Employees who are laid off shall have the right to defer receipt of vacation pay until a time subsequent to recall to work.

ARTICLE 17 - GENERAL HOLIDAYS

New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day shall be recognized as general holidays with full pay.

In the event that an employee is required to work the whole or part of a general holiday, he/she shall be entitled to one and one half times his/her normal rate of pay for the period so worked in addition to the regular day's pay for the general holiday.

ARTICLE 18 - HEALTH AND SAFETY

The Company and the Union recognize an employee's right to working conditions which show respect for his/her health, safety, and physical well-being. To this end, a joint health and safety committee shall be established.

ARTICLE 19 - CONTRACTING OUT

The Company shall not contract out work performed by the employees of the bargaining unit.

ARTICLE 20 - SCALE OF WAGES AND CLASSIFICATIONS

1. Scale of Wages and Classifications shall be as set forth in Schedule A attached hereto, and such schedule shall form part of this Agreement.
2. The salaries for new positions or revised positions shall be the subject of negotiations between the Company and the Union. When a job description for a new position has been submitted to the Union by the Company, negotiations shall commence respecting the scope and salary for the position within ten (10) calendar days. Where agreement cannot be reached regarding the rate of pay within five (5) working days of commencement of negotiations, the position may be advertised as an in-scope position and may be filled on this basis. The advertisement of the position will note the fact that negotiations relative to the pay rate are continuing. The actual rate for the position remains the subject of continued negotiations, or may be referred to an appeals procedure (to be devised within the life of this contract). Exceptions to this procedure shall be subject to agreement between the Company and the Union.
3. Eligible employees shall be advised of new positions not listed in Schedule A, Scale of Wages and Classifications, by posting.
4. Employees taking Company authorized education shall be eligible for full reimbursement of their expenses for tuition and books upon successful completion of the course. Application must be made to the Branch Manager, and the course approved before enrolment. Payment shall be made upon proof of successful completion of the course.

ARTICLE 21 - EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall be effective from **January 1, 2010**, and shall be valid until **December 31, 2015**, and thereafter from year to year unless a written notice is given by either party not less than thirty (30) days nor more than sixty (60) days prior to December 31 in any year of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

All Letters of Understanding and other mutual undertakings shall be extended for the life of the Agreement. All Appendices to the Agreement shall be renewed and continue with the Agreement.

This Agreement signed on behalf of the Employer and the Union the day and year first written above.

Unisource Canada, Inc.

Grain Services Union (ILWU • Canada)

Witness

Witness

SCHEDULE A - SCALE OF WAGES AND CLASSIFICATIONS
(Referred to in Article 20)

The following shall be the scale of hourly rates of pay effective **January 1, 2010**. Movement from a step to the next higher step shall occur upon one year's service in the previous step. Present employees shall be slotted into the steps in accordance with their existing service.

Effective January 1, 2010 - 1% increase

Classification	Start	1 year	2 years	3 years	4 years	5 years	6 years
Printer/Shipper -Receiver	\$11.07	\$11.75	\$12.43	\$13.12	\$13.80	\$14.48	\$15.16
Casual Labour	\$ 9.60						
Temporary	\$ 9.60						

A temporary employee who has worked for the Company for two (2) or more terms shall be paid \$10.10 per hour.

Effective January 1, 2011 - 2% increase

Classification	Start	1 year	2 years	3 years	4 years	5 years	6 years
Printer/Shipper -Receiver	\$11.29	\$11.99	\$12.68	\$13.38	\$14.08	\$14.77	\$15.46
Casual Labour	\$ 9.79						
Temporary	\$ 9.79						

A temporary employee who has worked for the Company for two (2) or more terms shall be paid \$10.30 per hour.

Effective January 1, 2012 - 1% increase

Classification	Start	1 year	2 years	3 years	4 years	5 years	6 years
Printer/Shipper -Receiver	\$11.40	\$12.11	\$12.81	\$13.51	\$14.22	\$14.92	\$15.61
Casual Labour	\$ 9.89						
Temporary	\$ 9.89						

A temporary employee who has worked for the Company for two (2) or more terms shall be paid \$10.40 per hour.

Effective January 1, 2013 - 2% increase

Classification	Start	1 year	2 years	3 years	4 years	5 years	6 years
Printer/Shipper -Receiver	\$11.63	\$12.35	\$13.07	\$13.78	\$14.50	\$15.22	\$15.92
Casual Labour	\$ 10.09						
Temporary	\$ 10.09						

A temporary employee who has worked for the Company for two (2) or more terms shall be paid \$10.61 per hour.

Effective January 1, 2014 - 1% increase

Classification	Start	1 year	2 years	3 years	4 years	5 years	6 years
Printer/Shipper -Receiver	\$11.75	\$12.47	\$13.20	\$13.92	\$14.65	\$15.37	\$16.08

Casual Labour	\$ 10.19						
Temporary	\$ 10.19						

A temporary employee who has worked for the Company for two (2) or more terms shall be paid \$10.72 per hour.

Effective January 1, 2015 - 2% increase

Classification	Start	1 year	2 years	3 years	4 years	5 years	6 years
Printer/Shipper -Receiver	\$11.99	\$12.72	\$13.46	\$14.20	\$14.94	\$15.68	\$16.40
Casual Labour	\$ 10.39						
Temporary	\$ 10.39						

A temporary employee who has worked for the Company for two (2) or more terms shall be paid \$10.93 per hour.

David Ficzel shall receive a \$1.00 per hour increase in base rate pay on the following dates:

- January 1, 2010
- January 1, 2012
- January 1, 2014

—The \$1.00 increases shall be added to the rate in effect on each of the above noted dates before the percentage increase is applied.

JOB SPECIFICATIONS

a) **Lead Hand:**

Responsible for coordinating the work of other in-scope employees, but generally performs the same work as a printer. Should the Company elect to assign a Lead Hand, it shall be awarded to the senior most qualified in-scope employee with a premium of \$0.50 cents per hour for all hours while acting as a Lead Hand.

b) **Printer:**

Performs printing, folding, collating and binding duties plus the cleaning of machines.

c) Shipper/Receiver:

Ships outgoing orders and receives incoming materials.

d) Casual Labourer:

Duties as assigned. Works under the direction of a Printer or the Shipper/Receiver.

Note: All job specifications include the responsibility to clean and to maintain the work areas in a neat and orderly fashion.

RECLASSIFICATION

If the responsibilities and duties of a job change, the job shall be examined upon request of the employee. The examination shall be conducted jointly by the Company and the Union.

SCHEDULE B - BENEFIT PLANS

This Schedule B shall form part of the Collective Agreement between **Unisource Canada Inc.** and Grain Services Union (ILWU • Canada).

- a) Except as hereinafter provided, for the duration of this Agreement the Company shall maintain in their present form or in no less beneficial form, the Life Insurance Plan, Short Term Disability Plan; Long Term Disability Plan; ~~the~~ **Medical Supplement Insurance**; Dental Insurance Plan; **AD & D; and Dependent Insurance**.

SIDE AGREEMENT - CONTRACTING OUT

In an effort to more fully define Article 19 in the Contract, the following is offered. **Unisource Canada Inc.** employees shall always be utilized first for production work as it is obtained. There may be circumstances, however, where contracting out work could become a necessity, such as:

- a) Where **Unisource Canada Inc.** does not have the equipment to produce the work and must go to others to accomplish it or,
- b) Where a customer requires such volume in a time frame that, even with all equipment and employees fully utilized, we cannot meet the scheduled demand.

There may also be other undefined circumstances that would require contracting out, but we want our employees assured that they will always have the primary opportunity to produce the work before another source is sought. Contracting out will only be used where **Unisource Canada Inc.** cannot produce the work or produce within time limitations.

SIDE AGREEMENT - BENEFITS

Costs of the coverages and benefits made available to participating employees under the Benefit Plan will be shared between the Company and employees in accordance with the following:

Life Insurance	100% Employer Paid
Short Term Disability	100% Employer Paid
Long Term Disability	100% Employee Paid
Medical Supplement Insurance Dental	60% Employer paid; 40% Employee paid
Dental	60% Employer paid; 40% Employee paid
AD & D	50% Employer paid; 50% Employee paid
Dependent Insurance	50% Employer paid; 50% Employee paid