

WESTERN CONCORD

FLEXIBLE PACKAGING SOLUTIONS

COLLECTIVE AGREEMENT

Between

**WESTERN CONCORD MANUFACTURING
(NEW WEST) LTD.**

and



**COMMUNICATION, ENERGY &
PAPERWORKERS UNION**

LOCAL 601

Effective Date: June 1, 2011

To: May 31, 2016

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**COLLECTIVE AGREEMENT
BETWEEN
WESTERN CONCORD MANUFACTURING (NEW WEST) LTD.
AND
LOCAL 601, COMMUNICATION ENERGY & PAPERWORKERS
EFFECTIVE JUNE 1, 2011**

ARTICLE 1 - DEFINITIONS

- 1.01 The word "Company" means Western Concord Manufacturing (New West) Ltd.
- 1.02 The word "Union" means Local 601, Communication Energy & Paperworkers, which is the bargaining unit for the Company's employees.
- 1.03 The word "employees" means any person within the bargaining unit as defined in the Labour Relations Board certification of August 9, 1982.
- 1.04 The word "day" means a twenty-four (24) hour period beginning at 7:00 a.m.
- 1.05 The words "work week" mean a period of seven (7) calendar days beginning at 7:00 a.m. on Monday.
- 1.06 The word "rate" means the hourly wage rate for any classification listed in Schedule "B" - Classification and Rates.
- 1.07 The third person masculine gender when used throughout the Agreement shall be understood to mean the third person masculine and feminine gender.

ARTICLE 2 - GENERAL PURPOSE OF AGREEMENT

- 2.01 The purpose of this Agreement is to maintain a working relationship between the Company and the Union at the place of business of the Company. It is recognized by this Agreement to be the responsibility of the Company and the Union to co operate fully to the advancement of the said conditions.
- 2.02 This Agreement represents the terms and conditions which govern relations between the Union, the Company and the employees governed by this Agreement and it is intended to:
- (a) provide for, and protect, the interest of the employees in the Company by setting forth and defining terms and conditions of employment, working hours, rates of pay and other working condition.
 - (b) provide for the continuous, harmonious and efficient operations of the plant.
 - (c) provide means for the prompt and equitable settlement of differences which may arise between the Company and its employees.

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for its hourly paid employees as described in the current certification issued by the Labour Relations Board of British Columbia excluding office and sales employees, supervisors and other employees excluded under the provisions of the B.C. Labour Relations Code, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

- 3.02 .01 Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if such work results directly in the layoff or demotion of any employee included in the bargaining unit.
- .02 Notwithstanding Article 3.02.01, employees whose regular jobs are not in the bargaining unit shall be able to work on jobs which are included in the bargaining unit for the following purposes:
- (a) To supervise test work, tune-up work and repair or installation of new, modified or used equipment with the leadhand.
 - (b) Short term coverage until relief can be arranged provided the Company has attempted to contact employees in that department.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The management and control of the Company, the direction of working forces, including the right to plan direct, control and schedule Company operations, methods of production and processing the kind and operation of machinery and equipment, the installation of production standards, the right to hire, suspend, maintain discipline, discharge for proper cause, promote, demote, transfer, layoff, and the right to introduce or improve production facilities are vested exclusively in the Company, subject to the provisions of this Agreement and provided that this clause is not used to discriminate against employees.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees shall be required to become a member of the Union as a condition of employment with the Company. In

the event of a member being expelled from membership in the Union for non-payment of dues or assessments, the Union will so notify the Company in writing. The Company will then be required to terminate the employment of such employee not later than seven (7) calendar days following the date of the mailing such notice, unless there is a bona fide reason for the non-payment of such dues or assessments. The term "assessment" shall mean an assessment of any member of the bargaining unit made according to the Constitution and By-Laws of the Union.

5.02 The Union agrees to save harmless from, and indemnify the Company for any liability that may arise from any acts of the Company taken under the provision of Article 5.01.

5.03 All employees shall provide the Company with written authorization for deduction of union dues and assessments on the agreed to form which is part of this Agreement and attached as Schedule "A". Upon such written authorization of the employee, the Company will make such deductions in amounts designated by the Secretary-Treasurer of the Local Union. Such amounts will be determined in accordance with the constitution and by-laws of the National and Local Union.

ARTICLE 6 - UNDERSTANDING THE AGREEMENT

6.01 The Company agrees to explain fully the terms of this Agreement as to the rights of all employees covered by this Agreement, to all its foremen and all others in a supervisory capacity. The Company further agrees that a copy of this Agreement shall be given to all foremen and others engaged in a supervisory capacity.

- 6.02 The Union agrees to explain fully to its members, its and their responsibilities, rights and obligations under this Agreement.
- 6.03 The Company will provide to the Unit Chairman or his designate and new employees one (1) hour to carry out the requirements of Article 6.02.

ARTICLE 7 - UNION MANAGEMENT COMMITTEE

- 7.01 There shall be a Union committee, members of which will be selected by the employees and shall not exceed four (4) members. The Union committee shall consist of employees who have completed their probationary period of employment with the Company.
- 7.02 The Company and Union committee will meet monthly at such times and places as may be mutually agreed upon for the purpose of discussing matters of interest to either party. A copy of the minutes to be posted by the Company within five (5) business days. The pay for which members of the Union committee will be eligible for attending such meeting shall not exceed two (2) hours per month at their straight time rate. Any such meetings may be cancelled for good and sufficient reasons by either party and at that time a new meeting will be scheduled.

ARTICLE 8 - TERM OF AGREEMENT, NOTICES AND UNION NEGOTIATING COMMITTEE

- 8.01 .01 This Agreement shall be effective from the 1st day of June, 2011 until the 31st day of May, 2016, thereafter from year to year unless notice of intent to terminate or amend the Agreement is given by one

party to the other in writing, within the four (4) month period prior to termination date.

.02 During any period when collective bargaining is being conducted between the parties to amend this Agreement, the Agreement shall continue in full force and effect until (i) the Union commences a lawful strike, (ii) the Company commences a lawful lock-out, (iii) the parties enter into an amended collective agreement.

8.02 If written notice of intent to amend the Agreement has been given, the parties shall, as soon as possible, meet for collective bargaining.

8.03 All notices under this Agreement shall be by mail or by personal delivery addressed to the Unit Chairman (or his designate) representing the Union and addressed to the Company President (or his designate) representing the Company.

8.04 There shall be designated by the Union a negotiating committee of four (4) employees. These employees shall not lose regular straight time pay while engaged in collective bargaining with the Company. The National Representative and/or Local Union President may attend and participate in negotiation meetings.

8.05 The Union shall advise the Company in writing of the names of the officers and shop stewards of the Union and any changes thereof during the term of the Agreement.

8.06 After the contract is ratified by the employees, the Company will submit the amended contract to the Union within four (4) weeks for proofreading purposes.

8.07 After proofreading by the Union, the Company will have copies of the contract printed within six (6) weeks.

ARTICLE 9 - NO INTERRUPTION OF WORK

9.01 The parties to this Agreement agree that during the term of this Agreement or any extension thereof, there will be no strikes by the Union or any of the employees, and no lock-outs by the Company.

9.02 (a) It shall not be a violation of this Agreement and it shall not be cause for discipline or discharge if any employees refuse to pass or cross through the picket line of another Union.

(b) It shall not be a violation of this Agreement and it shall not be cause for discipline or discharge for any employee or employees to refuse to operate unsafe equipment or to refuse to work in an unsafe environment for valid and sufficient reasons as per WorksafeBC regulations.

9.03 The Union and its members, collectively and individually reserve the right to refuse to accept goods from, or to make pick-ups from or deliveries to, establishments where picket lines, strikes or lock-outs exist.

9.04 There shall be no slow down of work or other concerted activity on the part of the employees in relation to the work that is designed to restrict or limit output during the term of this Agreement.

9.05 In the event of a strike or slow down of work during the term of this Agreement, the Union will instruct its members and officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 10 - HOURS OF WORK

- 10.01 This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. The normal hours of work shall consist of forty (40) hours per week and eight (8) hours per day.
- 10.02 Any Department, when working on a five (5) day work week, shall work on a rotating shift basis. The hours for the various shifts shall be as follows:
- (a) Day Shift shall commence at 7:00 a.m. and end at 3:00 p.m.
 - (b) Afternoon Shift shall commence at 3:00 p.m. and end at 11:00 p.m.
 - (c) Night Shift shall commence at 11:00 p.m. and end at 7:00 a.m.
- 10.03 During the term of this Agreement any major or permanent changes in shifts may be proposed by the Company or the Union. Any such proposals will be discussed between the Company and the Union Committee and any major/permanent changes in shifts will be mutually agreed upon between the Company and the Union Committee. If, after such discussions, mutual agreement cannot be reached, the Company reserves the right to change shift schedules for the efficient production needs of the plant.
- 10.04 .01 The present shift policy in the Extrusion, Press and Relief Departments is set out below and it is agreed, however, that the shift policy set out below may be adjusted and changed in accordance with Article 10.03 above:

Relief Operators

It is agreed that Relief Operators will follow the shift for the department they are assigned to and they can be reassigned to any department at the Company's discretion with twenty-four (24) hours notice.

Extrusion Department and Finishing Operators

When working a seven (7) day week; 4 sets of night shifts - 3 on and 3 off, and 4 sets of day shifts - 3 on and 3 off.

Press Department

A seven (7) day continuous continuous operation with press employees working an averaged forty (40) hours per week of a bi-weekly period. Press employees will work three (3) twelve (12) hour shifts in each week of a bi-weekly period plus an eight (8) hour shift in one week of the bi-weekly period." The operator teams will work four (4) weeks of night shift and then transfer to four (4) weeks of day shift. The shift rotation is Monday, Tuesday, Wednesday and alternate Sundays for three (3) months, then switches to Thursday, Friday, Saturday and alternate Sundays for three (3) months.

.02 Mounting Department

The Mounter Proofers will work a ten (10) hour shift for four (4) days per week, but ensuring that all hours Monday to Friday are covered by the mounting proofing operation.

.03 Ink Department, Ink Technician

It is agreed that the twelve (12) hour shift includes four (4) fifteen (15) minute breaks and one half ($\frac{1}{2}$) hour lunch break. The shift rotation will be three (3) days on three (3) days off, four (4) days on four (4) days off over a two (2) week period.

10.05 Those employees assigned to continuous day shift operations shall work Monday through Friday as follows:

- (a) Shipping - 7:00 a.m. to 5:00 p.m. - one (1) person rotating on a ten (10) hour shift
- (b) Material Handler - 7:00 a.m. to 3:00 p.m.
- (c) Mounter Proofer - 7:00 a.m. to 5:00 p.m., 3:00 p.m. - 12:00 a.m.
- (d) Maintenance - 7:00 a.m. to 3:00 p.m.

The above hours reflect the current hours of work of the Shipper, Material Handler, Mounter Proofer and Maintenance Department and are subject to any necessary changes that may be made in accordance with Article 10.03 herein. The hours for the day shift employees shall be between the hours of 7:00 a.m. to 5:00 p.m. In recognition of continuous operations the Maintenance and Shipping Department will be paid for one half ($\frac{1}{2}$) hour lunch break.

10.06 It is agreed that two (2) hours in excess of normal shift times shall be worked to permit continuing, efficient operation of the plant and such work is to be paid for under the appropriate overtime provisions, provided that if other qualified employees are available to perform such required work, then any employee has the right to be excused from such overtime work for good and sufficient reasons.

- 10.07 (a) In each shift there will be allowed, one (1) thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks in an 8 hour shift, three (3) fifteen (15) minute rest breaks in a 10 hour shift and four (4) fifteen (15) minute rest breaks in a 12 hour shift. The time for rest periods and meal breaks shall be subject to the continuous operation requirements in the employee's particular department.
- (b) In the event that the Press Department works on a continuous operation without taking breaks, they shall receive pay in lieu of the breaks at their applicable straight time rates of pay, such pay to be paid for each hour worked.
- (c) In the event that a Mounter Proofer works on a continuous operation as a Press Operator without taking rest breaks, they shall receive pay in lieu of the rest breaks at their applicable straight time rate of pay, such pay to be paid for each hour worked in the Press Department.
- (d) Rest breaks for the Extrusion Department will be granted as follows:
- One (1) only one half ($\frac{1}{2}$) hour relieved, as relief is available, and four (4) only one quarter ($\frac{1}{4}$) hour unrelieved breaks. The one quarter ($\frac{1}{4}$) hour break may be taken at the work station at employees' option. The Company shall endeavour to maintain adequate staff to cover scheduled time off, to ensure that relief is available. All breaks in extrusion are subject to the understanding that there will be no interruption in the operation of equipment.
- A one half ($\frac{1}{2}$) hour of the breaks as described in Article 10.07 (d) will be paid for at straight time only under the following conditions: - when only two (2)

employees are scheduled to work in the department- if the third employee in the department is not available for a period of a minimum of four (4) hours during the shift and no other relief is available providing there are three (3) extruders running.

- 10.08 An employee will provide the Company with reasonable notice if the employee will not be available for a scheduled shift and of his return to work.
- 10.09 Leadhands will be paid Leadhand premiums for all hours worked.

ARTICLE 11 - CALL IN

- 11.01 An employee who is called in at the Company's request for work not continuous with his or her normal shift will be paid a minimum of four (4) hours pay at his or her regular rate of pay in addition to the actual hours worked at the applicable overtime rates of pay.
- 11.02 Where an employee is required to work in advance of his regularly scheduled shift or when his regularly scheduled shift is changed to another shift with an earlier starting time or when the Company changes an employee's regular shift schedule after the start of the week, he shall receive four (4) hours times his regular straight time rate of pay as call time. However, such call in time is not payable where:
- (i) The change in an employee's starting time is one (1) hour or less prior to the start of his regularly scheduled shift; or

- (ii) The employee is given twelve and one half (12½) hours notice of a change in starting time with the right to refuse.

11.03 Maintenance On Call hourly premiums shall be \$3.50 per hour.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The following days will be observed by the Company as statutory holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

If any additional general statutory holiday is declared by the Federal or Provincial Governments, then it will be included as a plant holiday.

12.02 To qualify for statutory holiday pay or holiday pay pursuant to Article 12.01 herein, an employee must comply with each of the following conditions:

- (a) have been on the payroll thirty (30) calendar days immediately preceding the holiday:
- (b) have worked his or her last regularly scheduled shift before and his or her first regularly scheduled shift after the holiday unless his or her absence is due to bona fide illness, compensable occupational injury or otherwise authorized by the Company, provided that the employee can provide the Company with adequate proof of such illness within four (4) days of his or her return to work.

- (c) during a bona fide illness or compensable occupational illness, provided the employee can provide adequate proof of such illness, the Company will pay the difference between eight (8) hours statutory holiday pay and entitlement as per the Collective Agreement to a maximum of one (1) year.
 - (d) adequate proof of illness for the purpose of this Article shall be a medical certificate, from a duly authorized physician, which is acceptable to the Company's insurance carrier.
- 12.03
- (a) employees while on leave of absence shall not qualify for paid statutory holidays.
 - (b) all employees will be paid their regular hourly shift when not scheduled to work on a statutory holiday.
 - (c) all employees required to work on a stat will receive his regular hours of work plus all hours worked at the applicable overtime rate.

ARTICLE 13 - VACATIONS

- 13.01 It is hereby understood and agreed that in the application of the following provisions governing vacations and vacation pay, no employee shall be treated less favourably than is provided for under the Employment Standards Act.
- 13.02 Time off for annual vacation shall be based on the following schedule:
- (a) after 1 year of service with the Company - 2 weeks;
 - (b) after 3 years of service with the Company - 3 weeks;
 - (c) after 7 years of service with the Company - 4 weeks;
 - (d) after 14 years of service with the Company - 5 weeks;
 - (e) after 19 years of service with the Company - 6 weeks;

- (f) after 24 years of service with the Company - 7 weeks;
- (g) after 35 years of service with the Company - 8 weeks

- 13.03 The period for calculating the first year, or part thereof, vacation entitlement shall be based on the employee's anniversary date.
- 13.04 The vacation period for the purposes of calculating vacation entitlement shall be January 1 and ending December 31 and all vacations must be taken before the end of the current vacation year.
- 13.05 The time allotted for vacations shall be established by the Company. However, the Company will endeavour to schedule vacations in order of an employee's preference. First choice for vacation dates will be given to employees in order of their years of service with the Company providing that they make their selection between November 15th and December 15th of each year. At this time a minimum of two (2) weeks must be booked; if any changes to the booked vacation are subsequently requested, another two (2) weeks must be booked immediately at the time of the change.
- 13.06 Scheduled vacation time off for any employee may be limited to two (2) weeks during July and August. The balance of an employee's vacation entitlement, if any, may be taken during a week or weeks designated by the Company. A shut down for any reason may be designated as vacation period, subject to thirty (30) days notice by the Company. Such designated shut down will not require any employee to utilize more than two (2) weeks of their vacation entitlement.

13.07 Vacation pay shall be calculated on the basis of the greater of:

- (a) forty (40) hours pay at the employee's regular hourly rate for each week of vacation; or
- (b) the below listed percentage of the total wages earned by the employee during the last expired vacation period:

<u>ENTITLEMENT</u>	<u>PERCENTAGE</u>
2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%
7 weeks	14%
8 weeks	16%

All employees entitled to an adjustment in accordance with Article 13.07 herein shall receive such adjustment on the first pay period in March following December 31st of the year in which vacation entitlement was taken.

13.08 Should a statutory holiday fall on a day while an employee is on vacation he shall be entitled to an additional day off with pay as provided in Article 12 herein.

13.09 .01 The following shall be considered as time worked for the purpose of qualifying for a vacation:

- (a) time spent on earned vacation;
- (b) time spent on statutory holidays;
- (c) time spent on jury duty as defined in Article 20 herein;

- (d) time absent from work because of compassionate leave with pay as defined in Article 21 herein;
- (e) time absent from work due to a compensable WorksafeBC injury not exceeding one year;
- (f) time absent on leave of absence in accordance with Article 22 not exceeding one month.

.02 In the event that an employee misses more than thirty-one (31) accumulative days from work for the below listed reasons, vacation pay for such individual is calculated on the basis of Article 13.07 (b):

- (a) time lost as a result of a bona fide accident or sickness not covered by WorksafeBC accumulating to more than thirty- one (31) calendar days.
- (b) leaves of absence accumulating to more than thirty-one (31) calendar days.
- (c) time lost on layoff accumulating to more than thirty-one (31) calendar days.

For purposes of the percentage calculation in the event of time lost attributable to Article 13.09.01 (e) and (f), total wages referred to in one (1) (b) would be adjusted to include the time lost, at the employee's regular hourly rate.

13.10 For those employees entitled to more than two (2) weeks vacation, a minimum of two (2) weeks must be taken as vacation. Additional vacation, to which the employee is entitled, may be paid out to the employee if mutually agreed between the Company and the employee.

- 13.11 Vacation pay shall be issued to employees prior to their leaving on vacation for the period taken.
- 13.12 (a) The Company shall post a vacation list each year by department so that employees may choose their vacation date. The vacation list will be posted no later than November 15th.
- (b) Any conflicts in vacation dates will be resolved on the basis of departmental seniority. Any cancelled vacations shall be posted for a period of five (5) calendar days; applications will be approved on the basis of seniority.
- (c) Changes will only be allowed up to ten (10) days before the vacation is to commence.
- (d) Any changes in the list after the list is considered to be final will be by mutual consent between the Company and the employees affected.
- (e) When vacation is cancelled due to illness the Company may ask for proof of illness.

ARTICLE 14 - CHRISTMAS SHUT DOWN

14.01 The Company may, at its sole discretion, offer make up days to employees in order for employees to receive pay for the Christmas shut down period or any part of the period. A schedule for make-up days will be posted by September 1st of each year. This schedule will be finalized not later than October 15th. The shut down schedule is as follows:

7:00 a.m. December 24th to 7:00 a.m. December 27th, and
7:00 a.m. December 31st to 7:00 a.m. January 2nd.

The above schedule may be altered by the Company in any given year, subject to the notice period of 30 days referred to in Article 13.06.

ARTICLE 15 - SENIORITY

15.01 An employee's seniority with the Company shall be calculated from the employee's last day of hire with the Company in B.C. A seniority list shall be provided to the Union twice yearly.

15.02 Seniority shall be established only after successful completion of the probationary period as defined in Article 15.04 herein, at which time, provided the employee is retained in the Company's employment, his seniority shall be effective from the commencement date of his employment with the Company and shall accumulate therefrom.

15.03 Promotion, Demotion, Layoff and Recall

(a) In promoting, demoting, laying off and recalling employees, the following factors shall be considered:

(i) seniority

(ii) ability and qualification being sufficient to perform the work required having taken into consideration his performance on his previous job.

(b) In promotions, senior applicants who are not successful shall be notified in writing, with copy to the Union, of the Company's reasons for failing to appoint the applicant.

- (c) Seniority will govern in case of demotion (except for cause), ability and qualification being sufficient to perform the work required.
- (d) Seniority will govern in cases of layoff and recall from layoff, ability and qualification being sufficient to perform the work required.
- (e) If a Relief Worker is not properly trained in all departments and a layoff occurs, the Relief Worker will have the right to bump by seniority to any department and receive proper training in that area.

15.04 Probationary Employees

- .01 An employee shall be considered to be a probationary employee having no seniority rights until he has worked a period of 960 hours .This shall apply to all new employees. The Company shall pay medical benefits after the employee has worked a period of 480 hours
- .02 It is understood and agreed that the purpose of hiring workers on a probationary basis shall be to allow the Company a reasonable opportunity to determine whether the employee is a suitable candidate for continued employment as a regular employee.
- .03 The Company reserves the full right to make any decision regarding retention, discharge, transfer or discipline of a probationary employee at any time during his probationary period.

15.05 Accrual of Seniority

Seniority accumulates when an employee is absent from work:

- (a) during a continuous absence from work of not more than twelve (12) months resulting from an injury or illness not covered by WorksafeBC, after which time an employee's seniority will be frozen;
- (b) during a continuous absence, provided that if the absence is for a period of time greater than three (3) months, the seniority will cease to accrue after three (3) months;
- (c) during a layoff for a period of six (6) months and thereafter the seniority will be frozen for another period of six (6) months;
- (d) during a leave of absence of up to one (1) year for one (1) employee elected or appointed as full time representative of the Union.

15.06 Loss of Seniority

Seniority standing shall be cancelled and an employee shall be deemed to have quit his employment with the Company if he:

- (a) voluntarily leaves the employ of the Company;
- (b) overstays an authorized leave of absence except where failure to return was beyond the control of the employee;
- (c) is discharged and is not reinstated under the provisions of this Agreement;

- (d) he fails to report when recalled to work within five (5) calendar days of receiving notice of recall by telephone or written notice except where the failure to report within the specified time was beyond the control of the employee. It shall be the sole responsibility of the employee to advise the Company of his latest address;
- (e) if the employee has been laid off for a period of twelve (12) months;
- (f) fails to report to work or to make reasonable explanation to the Company for his or her absence during three (3) consecutive working days of his or her regular working schedule.

15.07 The Company shall advise the Unit Chairman or his designate, in writing of all layoffs, promotions, demotions, recalls from layoffs and disciplinary actions taken by the Company.

15.08 .01 When a vacancy occurs in a current position or a new job is created, this vacancy will be posted. The posting will list the duties of the position, rates of pay and other pertinent data. The posting will remain posted for a period of seven (7) calendar days. Employees who are eligible for job postings while on vacation may have three (3) days after returning to apply for posting.

.02 If an employee is the successful candidate to a vacancy in accordance with Article 15.08.01, he shall serve a trial period of two hundred and forty (240) straight time hours. If the Company decides that the employee is not suitable for employment in the new position or if the employee chooses to return to his former position within the two hundred and forty

(240) straight time hours trial period, the employee shall be returned to his former position.

.03 Progressing To A Higher Rated Job

Upon successful completion of the trial period outlined in Article 15.08.02 the candidate's rate of pay in the new position will be the same rate of pay he received in his previous position and will not progress through the departmental progression rates until he has served time credit within that department.

.04 Progressing To A Lower Rated Job

Upon successful completion of the trial period outlined in Article 15.08.02 the candidate's rate of pay will be in accordance with the progression rate that his plan seniority entitles him to in the new department.

.05 For the purposes of 15.08.03 and 15.08.04 a higher or lower rated job is decided by comparing the top rate within the progression line he is presently in, to the top rate in the department's progression line that he is bidding into.

15.09 In the case of the temporary movement of employees between departments the following apply:

- (a) An employee performing the function of a higher rated job for one or more hours shall receive the appropriate pay level for that job for the hours worked.
- (b) If the employee works one or more complete shifts at the higher rated classification, he will receive time credit accordingly.

- (c) When progressing to a higher rated job, the employee shall receive a rate of pay no less than his current rate of pay and shall be placed in the next higher rate of pay category in the new job.
- (d) Coverage for lunch periods and breaks shall not be considered as progressing to a higher rated job.

15.10 Layoff and Recall

- .01 During reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect whether or not to apply his seniority to obtain a lower paying job or to accept a layoff. He shall be called back to work as soon as a vacancy arises and his seniority entitles him to that job.
- .02 Where agreed to between the Company and the Union Committee, an employee may be retained out of seniority order or be recalled out of seniority order on the basis of a special skill or training if employees with greater seniority who are being laid off or are laid off do not have the necessary ability to perform the job.
- .03 Notice of recall shall be made first by telephone contact or by the personal delivery of written notice of recall to the employee's last current address on file with the Company. Employees must accept a recall to work on a stipulated date as provided for in Article 15.06 (d) or otherwise lose their seniority standing and shall be deemed to have quit their employment with the Company.

- .04 (a) where a layoff is necessary for reasons other than those set out in Article 15.10.04 (b) the Company shall give the employees affected five (5) calendar days notice of the layoff:
- (b) where a layoff is necessary due to circumstances beyond the control of the Company no notice of layoff as set out in Article 15.10.04 (a) shall be required. It is understood that acts of God, mechanical breakdowns, fire, power failure, labour disputes, supplies not being delivered on time and lack of access to the plant shall all be considered to be circumstances beyond the control of the Company.

ARTICLE 16 - JOB CLASSIFICATION AND JOB RATES

- 16.01 The job classification and hourly rates during the term of this Agreement shall be in accordance with Schedule "B" hereto.
- 16.02 If a new classification is established which is not covered by the schedule of wages then in effect, the rate for such new classifications shall be opened for negotiation between the Company and the Union within thirty (30) days. The Company may place into effect a temporary rate of pay pending negotiations of the rate to be established, and once the rate is established, it shall be made retroactive.

In the event the Union and the Company are unable to agree on the appropriate rate for the new classification, the dispute shall be submitted to arbitration under Step 4, Article 27 hereof, within thirty (30) days, to determine what classification and rate is appropriate to the work to be performed. Failure to agree or the reference to arbitration shall in no event preclude or delay the Company from placing the equipment in operation as above provided.

- 16.03 Where any Relief Worker has worked in the same department and on the same shift for a period of six (6) months, then the position which the Relief Worker was performing will be posted in that department.
- 16.04 In the event that the Bag Department is re-established and the wage schedule is to be determined, refer to Schedule "B" of the Collective Agreement effective June 1, 2009.

ARTICLE 17 - OVERTIME

- 17.01 All hours worked in excess of a regular shift one day shall be paid at the rate of one and one half (1.5) times the employee's regular rate of pay.
- 17.02 There shall be no pyramiding of overtime, that is, no payment of more than one type of overtime premium for the same hours of work.
- 17.03 Overtime will be paid to all employees on all hours in excess of their normal shift rotation in each two (2) week pay period.
- 17.04 Any overtime hours worked in excess of twenty-four (24) hours in a two week pay period shall be paid at the rate of two (2) times their regular base rate of pay.
- 17.05 An employee who is required to work more than six (6) consecutive hours overtime immediately following his normal working hours, shall be granted eight (8) consecutive hours off the job before reporting for work again.

- 17.06 In the event that an employee is not required to report for work as scheduled due to the operation of Article 17.05, then he shall report no later than eight (8) hours following the completion of his previous shift without losing the straight time pay he would have earned if he were able to report for work at the scheduled commencement of his shift.
- 17.07 When overtime is required in a job classification within a Department, the Company will distribute the overtime as equally as possible amongst employees qualified in the job classification within the Department by offering the overtime to employees on a rotating basis.
- 17.08 Any employee required to work more than two (2) hours beyond the end of a regular shift, without two (2) hours notice prior to the start of the regular shift, will be provided with a meal allowance of ten (10) dollars. If the employee continues to work, an additional meal allowance of ten (10) dollars will be provided every four (4) hours thereafter.

ARTICLE 18 - SHIFT DIFFERENTIAL

- 18.01 Shift Differential - employees who work on afternoon and graveyard shifts shall be paid shift differential pay as specified in Schedule "B" appended hereto
- 18.02 Premium pay for work on Sundays shall be paid in accordance with Schedule "B" appended hereto.
- 18.03 Premium pay shall not be added to an employee's regular rate of pay for the purpose of calculating overtime pay.

18.04 Shift premiums will be paid for hours actually worked during the applicable shift.

ARTICLE 19 - BENEFIT PLANS

19.01 The below listed Group Insurance Plans will be available to all full time regular employees desiring same who have completed three (3) months continuous service with the Company:

- (a) Group Life Insurance Plan
- (b) Accidental Death, Dismemberment and Loss of Sight Insurance.
- (c) Long Term Disability Insurance
- (d) Major Medical Insurance (including vision care)
- (e) Dental Care Insurance
- (f) B.C. Medical Plan
- (g) Weekly Indemnity
- (h) Dependent Life Insurance

Participation in the above group insurance plans is compulsory with two (2) exceptions. If your spouse has an Extended Health or Dental Program whereby you and your family are covered, these two (2) benefits do not have to be taken under the Company's plan.

19.02 The premium cost for the above noted plans shall be shared between the Company and the employees on the following basis:

- (a) & (b) The Company will pay the premium cost for benefits up to \$25,000 and the participating employee shall pay the premium cost for benefits in excess of \$25,000.
- (c), (g) & (h) The participating employee shall pay the total premium cost of these plans.
- (d) The Company will pay 100% of the premium cost of this plan.
- (e) The Company will pay 50% of the premium cost for the first year from the date of commencement of coverage and 100% thereafter.
- (f) The Company will pay 100% of the premium cost of this plan.

19.03 Employees on authorized leave of absence pursuant to Article 22 herein shall pay the full premium costs of all the plans referred to in Article 19.01 above, commencing with the second month of leave and each month thereafter, except that an employee on maternity leave shall have benefits paid as provided for in the Employment Standards Act.

19.04 The terms and conditions and applicable benefits payable by the above plans are described in detail in the brochure published by the Company's insurance carrier and will be made available to employees on request.

19.05 For those employees with one (1) year or more seniority who may be subject to temporary layoff, the Company will continue the above benefit plans for a period of three (3)

months, provided that the employee pays his portion of the premium costs of the plan.

19.06 The Company shall continue to provide an RRSP or a pension plan for its employees. Those employees who wish to be members of the plan shall contribute through payroll deduction. The Company shall contribute, on behalf of each member, an amount equal to the amount contributed by the member, up to the following amounts:

- (a) For employees with at least one (1) year of employment with the Company: 3% of the member's annual earnings.
- (b) For employees with at least two (2) years of employment with the Company: 4% of the member's annual earnings.
- (c) For employees with three (3) or more years of employment with the Company: 5% of the member's annual earnings.

Members who were employed on the date of ratification of this Agreement, will have their entitlement to contributions grandfathered as per the previous Article 19.06 of this Agreement.

19.07 The Company will pay a one (1) time early retirement allowance of Five Hundred Dollars (\$500.00) per annum, per employee paid to age sixty-five (65) years in recognition of achieving eighty-five (85) years of service, to be calculated as age plus (+) years of service equalling eighty-five (85) years.

ARTICLE 20 - JURY DUTY

20.01 Any regular full time employee who is required to report for jury duty or who is required to appear as a Crown witness, or is required to appear as a witness at a Coroner's inquest, on a day on which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for jury or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work on such a day, provided that:

- (a) the employee furnishes to the Company satisfactory proof from the Court or Coroner's office for such service, showing the date, time and attendance and the amount paid for such attendance;
- (b) if requested to do so by the Company, an employee shall report for work on his or her regular schedule as promptly as it is practical after he or she is dismissed by the Court or Coroner's inquest on any day, or released from further attendance at Court or Coroner's inquest;
- (c) only the number of his or her scheduled work days actually spent in Court or Coroner's inquest are to be counted in calculating payments;
- (d) reimbursements pursuant to this Article shall be for regularly scheduled straight time hours, less pay received for jury or witness duty.

20.02 Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

- 20.03 .01 Hours lost from employment when an employee reports for jury duty or witness duty but is not required to serve or testify shall be paid for by the Company provided the employee returns to the plant for the remainder of his or her shift without undue delay.
- .02 However, no lost wages will be paid if an employee fails to inform the Company by telephone as soon as he or she becomes aware that no attendance on their part is required that day in accordance with Article 20.01 (b).

ARTICLE 21 - COMPASSIONATE LEAVE

- 21.01 Bereavement time with pay will be granted for up to five (5) days for a full time employee who attends or arranges the funeral of the subject's spouse, child, or step-child, mother, step mother, father, step father, brother, step brother or sister, and step sister . Bereavement time with pay will be granted for up to three (3) days for a full time employee who attends or arranges the funeral of the employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, or grandchildren. Bereavement time will be granted for one (1) day paid and two (2) days unpaid, for a full time employee who attends or arranges the funeral of the employee's grandparents-in-law. Bereavement time without pay will be granted for up to one (1) day for full time employees who attend or arrange the funeral for all other relatives and friends. Five (5) days represents forty (40) hours for employees working an eight (8) hour shift and thirty-six (36) hours for employees working a twelve (12) hour shift. Three (3) days represents twenty-four (24) hours for all employees.

- 21.02 An employee will not be eligible to receive pay under this Article 21 if he or she:
- (a) is on leave of absence without pay for more than one (1) week.
 - (b) is laid off for a period of more than one (1) week.
 - (c) is off work due to a labour dispute.
- 21.03 For the purpose of Article 21.01 herein, spouse shall include common-law spouse.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 Employees requesting a personal leave of absence shall first make application in writing to the Plant Manager. Leaves of absence may be granted at the discretion of the President for a reasonable length of time but in no event shall the leave exceed three (3) months. No leave of absence will be refused without good and sufficient reasons.
- 22.02 One (1) employee elected or appointed as a full time representative of the Union will be granted leave of absence without pay while so engaged. However, such a leave of absence shall not exceed one (1) year.
- 22.03 For those employees who are officers in the Union, the Company will guarantee leaves of absence with pay to not more than one (1) officer at any time to attend meetings and attend to Union business for a period not to exceed one (1) working day per month. To be eligible for leave under this Article 22.03, forty-eight (48) hours notice in advance of the requested leave will be required. Leave for Union business in excess of one (1) day per month shall be

without pay again provided that forty-eight (48) hours of notice has been given to the Company in advance of such leave, and on the condition that such leave will not be for an unreasonable period of time.

The Company will guarantee a leave of absence without pay for one (1) additional officer to attend to Union business providing that the operations of the Company are not negatively affected as a result of such absence.

22.04 Leave of absence shall be granted for up to two (2) days with pay and one (1) day without pay for an employee during his wife's stay in the hospital for maternity reasons.

22.05 Employees shall be entitled to the following Attendance Bonuses:

Bi-weekly: twenty-five dollars (\$25.00) for each bi-weekly pay in which an Event has not occurred. Such amount that is earned is to be paid with each bi-weekly pay.

Monthly: fifty dollars (\$50.00) for each four (4) week period, being two (2) pay periods, in which an Event has not occurred. Such amount that is earned is to be paid every third (3rd) bi-weekly pay.

Annually: five hundred dollars (\$500.00) for the fifty-two (52) week period, being twenty-six (26) pay periods, in which an Event has not occurred. Such amount is decreased by ten percent (10%) for each Event that has occurred. Such amount is to be paid on the last pay in the month of January in the year following.

.01 for the purposes of this Article, "Event" is defined as any instance where an employee is not present to perform his job responsibilities, including any late arrival, missed shift and early departure, subject

only to those Exclusions defined in Article 22.05.02.

.02 for the purposes of this Article, "Exclusions" is defined as an absence due to:

- (a) Statutory Holidays, pursuant to Article 12
- (b) Vacations taken, pursuant to Article 13.02
- (c) Company shut down, such as at Christmas
- (d) Union leave, pursuant to Article 22.03
- (e) An approved absence due to work slowdown

ARTICLE 23 - SAFETY

23.01 The parties mutually recognize the benefits to be derived from maintaining a safe and healthy work environment and that the Company and the employees shall co-operate in striving to maintain health and safety conditions.

The Company and the Union agree to promote the development of safe working practices amongst employees, in order to reduce health hazards and the risk of accidents.

23.02 It is further recognized and agreed that the maintenance of a safe and sanitary environment requires the co-operation and contribution of every employee. Accordingly, the employees are fully obligated to comply with any and all reasonable rules of conduct established by the Company, pursuant to this Agreement bearing on safety and health. Specifically every employee is obligated to report to the Supervisor at the first reasonable opportunity any unsafe or unsanitary condition which could result in an injury or accident.

- 23.03 Protection devices and other equipment necessary to protect employees from injury shall be provided by the Company in accordance with the rules and regulations of WorkSafeBC. Employees shall use such protection devices and safety equipment as required in the course of their jobs.
- 23.04 The Company shall make a reasonable provision for the supply of safety shoes up to a maximum of Two Hundred Fifty Dollars (\$250.00) every two (2) years. Where it can be shown that more than normal wear and tear on the shoes is work related, the Company will make a provision for the supply of two (2) pairs of safety shoes up to a maximum of Two Hundred Fifty Dollars (\$250.00) per year. An employee's eligibility for the additional pair of safety shoes will be agreed to between the Company and the Union.
- 23.05 The Company and the Union agree to establish and maintain a Health, Safety and Security Committee in accordance with the WorksafeBC Accident and Prevention Regulations which will meet every month with one (1) employee representative from each department. The committee will meet no more than once a month with the Plant Manager who will report to the President with a copy to the Union.
- 23.06 For those employees who have satisfactorily completed their probationary period, the Company will provide a clothing allowance of two hundred and fifty dollars (\$250.00) to be paid on June 1, 2011. The Company will provide coveralls for the Maintenance department employees in lieu of the Two Hundred Fifty Dollars (\$250.00) allowance. The Company will provide each employee annually, on or about November 1st, four (4) shirts bearing the company logo. It is the responsibility of

the employee to wear, maintain and keep the shirts clean and in good condition.

- 23.07 The Company agrees to provide and maintain lunchrooms, washrooms, and other sanitary facilities.
- 23.08 The Company shall provide to the Health, Safety and Security Committee and the Union details of any health and safety hazards, if any, of chemicals and other materials currently used in the normal course of production.
- 23.09 Employees requested by the Company to obtain a valid Occupational First Aid Certificate (as recognized by WorksafeBC) will receive a premium in addition to the regular rates of pay of One Dollar (\$1.00) for all hours worked for a Level 2 or greater certificate.

ARTICLE 24 - PAY DAY

- 24.01 Pay day will be on every second Thursday. Barring unforeseen circumstances, pay cheques will be available on the Wednesday prior to pay day at four (4:00) p.m.

ARTICLE 25 - PROOF OF ILLNESS

- 25.01 The Company may, whenever it deems necessary, request an employee to provide the Company with a medical report regarding the employee's illness or disability. This medical certificate shall be from a duly qualified physician which is acceptable to the Company's insurance carrier. The Company will pay the reasonable expense of this report. This commitment does not include payment for the cost of any treatment or counselling the employee may require for his condition. Prior to any return to work an employee, if requested by the Company, must provide a medical note

certifying the employee is medically fit to return to work and does not pose a safety risk to himself, the Company's other employees or physical assets.

ARTICLE 26 - BULLETIN BOARD

26.01 The Company shall provide two (2) bulletin boards for the use of the Union. Notices placed on the bulletin board shall be signed by a responsible officer of the Union.

ARTICLE 27 - ADJUSTMENT OF GRIEVANCES

27.01 Where a difference arises between an employee or the Union and the Company, or between the Company and the Union, related to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this Agreement, the difference shall be finally and conclusively settled, according to the grievance procedure which follows. Union grievances will be initiated at Step 3 of the grievance procedure.

27.02 .01 The Company will recognize the shop stewards named by the Union.

.02 The Union shall set up a Grievance Committee not exceeding three (3) members.

27.03 .01 It is agreed by the Company and the Union that meetings on grievances shall take place during the hours of 7:00 a.m. to 4:00 p.m.

- .02 It is agreed by the Company that no employee shall lose straight time pay for time absent from his job when he is within the plant or warehouse and when such absence from his job is for the purpose of investigating and processing grievances up to and including Step 4 of the grievance procedure outlined below.
- .03 It is agreed by the Company and the Union that, although Article 27.02.02 above provides for an employee's absence from his job for the purpose of processing grievances, the employee shall nevertheless secure permission from his immediate supervisor before absenting himself from his job and shall request such permission sufficiently in advance to permit the securing of adequate replacement. Such permission shall not be unreasonably requested or denied.

27.04 The Company and the Union agree that it is important that the adjustment of grievances to be made as speedily as possible according to the following procedure and the time limits specified therein;

(a) Step 1

Should an employee feel that he has a grievance as defined by Article 27.01 the employee, accompanied by a Union Representative shall attempt to settle the grievance with his immediate supervisor within five (5) days of the grievor's knowledge of, or discovery of, the facts giving rise to the grievance. The employee shall continue to work as per the conditions existing prior to the time prior to the grievance.

(b) Step 2

If settlement is not reached at Step 1, the employee shall within ten (10) calendar days after completion of Step 1, submit a written statement specifying the facts relating to the grievance which shall be prepared and presented to the Supervisor with his shop steward present. The Supervisor shall, within five (5) calendar days following receipt of the employee's submission of the grievance reply in writing to the employee concerning his grievance.

(c) Step 3

If settlement is not reached at the second step, the written grievance may, within seven (7) calendar days after the completion of Step 2, be presented to the Plant Manager or his Representative. The Plant Manager or his representative will, within seven (7) calendar days of the date that the written grievance was received, arrange a mutually satisfactory date for a meeting between the Grievance Committee and the Plant Manager or his representative. Such a meeting shall be scheduled for a date not later than seven (7) calendar days from the date on which the grievance was received by the Plant Manager. The Plant Manager or his representative shall reply to the grievance in writing with seven (7) calendar days of the date of the meeting between the Plant Manager or his representative and the Grievance Committee. The Company agrees that the President will be involved in the grievance procedure.

(d) Step 4

If settlement is not reached at the third step, then the matter may be referred to arbitration with thirty (30) calendar days of the completion of Step 3.

27.05 Where the Union or the Company is not able to observe this time limit by reason of the absence of the grievor, the said time limit shall not apply for the duration of the absence. The Union and the Company shall be bound to proceed in such a case as quickly as may be reasonably possible.

27.06 Arbitration

.01 In the event that the parties are unable to settle the grievance between themselves, the matter shall be determined by arbitration. In such a case either party shall notify the other in writing of its intention to proceed to arbitration.

.02 Subject to Article 27.06.03, every dispute that is referred to arbitration shall be heard by a single arbitrator in accordance with the following:

(a) the Company and the Union Shall make every effort to agree on the selection of the arbitrator within ten (10) calendar days after the request for arbitration has been delivered;

(b) in the event that the parties fail to agree on the choice of an arbitrator, either party may request the Collective Agreement Arbitration Bureau or British Columbia Labour Relations Board to appoint an arbitrator.

.03 Notwithstanding the foregoing, either party may opt for a three (3) person arbitration board consisting of a Chairman and one (1) member appointed by the Company and one (1) member appointed by the Union. The party requesting that the matter be determined by arbitration shall advise the other party within five

(5) calendar days of referring the matter to arbitration that it is opting for a three (3) person arbitration board and shall, within that five (5) day period, advise the other party of the name, address and telephone number of its appointee to the arbitration board. In the event that the matter is to be determined by a three (3) person arbitration board, the following shall apply:

- (a) the Company and the Union nominees shall make every effort to agree on the selection of the chairman of the arbitration board within ten (10) calendar days following the opting for a three (3) person arbitration board;
- (b) in the event that the appointees fail to agree on the choice of a Chairman, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman for the arbitration board.

.04 The arbitration board shall have no power to add to, or subtract from or modify any of the terms of this Agreement, nor shall it substitute its discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union, nor shall it exercise any function or responsibility of the Company or the Union (except as provided for in Section 98 of the Labour Code of British Columbia), nor shall it render any decision which is inconsistent with the provisions of the Agreement. No question affecting the wage structure of the Company shall be considered arbitratable.

27.07 Time Limits

- .01 If the Union or the employee presenting the grievance does not take the necessary action to process the grievance within the time limit specified within this Article, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.
- .02 If the Company representative does not take the necessary action to process the grievance specified within this Article, the grievance may be referred to the next higher step except that arbitration shall only be invoked upon giving of proper notice as provided in Step 4 herein.

27.08 A grievance concerning the discharge of an employee may be taken up at Step 3 within five (5) calendar days of the date of the discharge.

27.09 The parties hereto and under the provisions of Section 96 (2) of the Labour Code of British Columbia exclude the operation of Section 96 (1) of the Labour Code of British Columbia.

27.10 Discipline and Discharge

- .01 All disciplinary actions, verbal or written, and all discussions regarding discipline and all verbal or written incidences that go on an employee's record will be done with a Union representative present. This will not preclude from engaging in discussions with an employee that do not relate to issues of discipline.
- .02 Should a letter or letters of reprimand be given to an employee, a copy shall be sent to the Union Committee.

- .03 All disciplinary actions will remain on an employee's file for a period of eighteen (18) months, and then be removed. In the event this disciplinary action is a suspension, it will remain on the employee's file for a maximum period of twenty four (24) months. However, if the employee commits any employment offence of a similar nature while the original discipline is still on file, the original discipline will remain on file for an additional year.
- .04 All disciplinary investigations will commence immediately of the Company's knowledge of an incident, unless an extension of time is mutually agreed to by the Union and the Company. Any disciplinary action will commence within four (4) weeks of the conclusion of the investigation, unless another date is mutually agreed upon by the Union and the Company.
- .05 All exits and entrances on Company property will have signs stating "you are under video surveillance". The Company agrees that video surveillance will not be used on Company property for the purpose of any disciplinary actions, unless the matter involves the safety of the Company's employees, buildings, product or equipment.

ARTICLE 28 - EMPLOYEE EDUCATION AND TRAINING

- 28.01 The Company will pay fifty percent (50%) of the cost of any pre-approved course when studies are begun and an additional fifty percent (50%) of the cost of the course when the course has been successfully completed.

- 28.02 The Company agrees in principle to implement a recognized apprenticeship training program in the Maintenance Department only. The details of such program will be discussed with the Union. The wages payable to apprentices shall be in accordance with the Apprenticeship Act and Regulations thereto.
- 28.03 The Company agrees to continue the training program developed by the Company and approved by the Union. It is understood that such program will continue to be an in-house program.

ARTICLE 29 - TECHNOLOGICAL CHANGE, PLANT CLOSURE AND SEVERANCE PAY

- 29.01 In the event of employment loss resulting from full or partial closure in the plant, severance pay will be paid according to the formula set out in this Article.
- 29.02 In view of the interest and concern by the parties in the impact of manpower and conditions of employment resulting from mechanization, technological changes and automation, it is recommended that the parties utilize to the best advantage of the Company and the employees all scientific improvements.
- 29.03 A joint Committee on Automation will be established at the plant which shall consist of two (2) persons representing management and two (2) persons representing the Union. It shall be the function of the committee to study the effects of mechanization, technological changes and automation of employment in the plant, and to make such recommendations as are agreed upon to the President, to ensure that the interests of the Company and of the employees are fairly and effectively protected.

29.04 The Company will advise the appropriate committee as soon as possible and in any case not less than ninety (90) days before the introduction thereof, of mechanization, technological change and/or automation which the Company has decided to introduce and which changes in the employment status of employees.

29.05 .01 In the event that it is necessary, crews will be reduced in accordance with Article 15 - Seniority.

.02 An employee who is sent back to a lower paid job because of mechanization, technological change or automation will receive the rate of his or her regular job at the time of the setback for a period of three (3) months, and for a further period of three (3) months, he or she will be paid an adjusted rate of their regular job at the time of the setback and the rate of their new job. At the end of this six (6) month period, the rate of his or her new regular job will apply.

29.06 An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological change or automation, or in the event of a partial or full plant closure, will, upon termination, receive a severance allowance calculated by the following method:

(a) One (1) week's pay for each year of employment during his or her last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being thirty-five (35) weeks pay.

- (b) Where the Company intends to eliminate jobs because of mechanization, technological change or automation or due to a partial or full plant closure, employees left without any available position (after exercising all bumping rights) will receive one (1) week of notice of separation per year of service, with a minimum of thirty (30) days notice. At the Company's sole discretion, it may give such employees payment of wages in lieu of this notice. The notice under this subsection may run concurrently with any of the Company's other notice requirements to either the Union or employees, whether under the collective agreement or statute.
- (c) The payments in (a) and (b) will be made once the employee's seniority and recall rights under Article 15 have expired or upon the receipt of a signed written release from the employee extinguishing all of his or her seniority and recall rights, and severing his or her relationship with the Company.

29.07 The Company, in co-operation with the government, agrees to participate in every way possible, in training and re-training an employee.

ARTICLE 30 - MISCELLANEOUS

30.01 Coffee and tea will be supplied by the Company for the employees' use at work.

ARTICLE 31 - MODIFIED DUTIES OR MODIFIED HOURS OF WORK

31.01 Where employees are assigned modified duties or modified hours of work as a result of a disability or injury, the Company will provide the Union and the employee involved with a written description of those modified duties and/or hours of work.

END OF DOCUMENT

THE PARTIES HERETO have executed this Agreement this _____ day of _____, 2011.

SIGNED ON BEHALF OF
WESTERN CONCORD
MANUFACTURING
(NEW WEST) LTD.

SIGNED ON BEHALF OF
COMMUNICATION
ENERGY &
PAPERWORKERS
UNION LOCAL 601

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

Kyle Vleeming

Christopher Power

Lonnie Lock

Jady Arnold

Brad Stoutenburg

APPENDIX "A"
LETTER OF UNDERSTANDING #001

For the purposes of this Agreement, the employees who were the former C.I.L. employees shall maintain their service time. Service time in this particular case is for the purpose of calculation of vacation time.

Employee:

D. Moody

Service Date:

February 12, 1973 (1968 CIL)

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

A P P E N D I X "B"
LETTER OF UNDERSTANDING #002

The Company and the Union shall form a Joint Efficiency Committee (the "JEC") with equal representation. Such JEC shall meet no less than once per month with a mandate of working jointly in determining efficiency improvements within the production processes at the New Westminster plant. The Company will consider all JEC recommendations where a favorable business case supports them. If the Company chooses not to implement the JEC recommendations, they will communicate their rationale for their decision.

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

APPENDIX "C"

LETTER OF INTENT

During the 2011 collective bargaining process the Company clearly indicated to the Union representatives that it would be in the best interest of both the Union and the Company to allow Western Concord to compete during tough economic times while allowing the employees to share in the profitability during good economic times without building in permanent costs that ultimately hurt its competitiveness during tough economic times.

The Company agrees to develop and put in place a Profit Sharing Plan ("PSP") that provides the employees of Western Concord to share in the financial rewards of profitability. The PSP will be developed through joint consultation between the Union and the Company no later than June 1st, 2012, however the Company retains the right to determine all aspects of the PSP in the event that the parties cannot agree.

The PSP will contain the following key principles:

- The definition of profit, the formula to determine the profit sharing pool and how the profit sharing pool is distributed
- Profitability will be jointly measured every six months following the June and December half year results and any resulting distributions will be paid in a lump sum.
- Distributions under the PSP will be based on the profit sharing formula and will be transparent to the employees
- Distributions under the PSP will not reduce the fixed costs agreed to in the collective agreement
- Distributions under the PSP will not qualify for any benefits such as vacation pay, etc.
- The PSP will not build in any ongoing permanent costs and will at all times be conditional upon profit
- Once developed, the agreed PSP will be put in writing and signed

by both parties as a Letter of Understanding, replacing the Letter of Intent Appendix "C" for the term of this Agreement

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

A P P E N D I X "D"
LETTER OF UNDERSTANDING #003

In order to facilitate the recognition within the Extrusion and Finishing departments of the average shift differentials and overtime worked during the six (6) week shift rotation of two hundred fifty two (252) hours, their premium rate includes 4.7% to be paid on all two hundred fifty two (252) hours.

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

APPENDIX "E"
LETTER OF UNDERSTANDING #004

At the expiration of the term of this Agreement, all Monetary conditions that existed in the June 1st 2009 to May 31st 2011 Agreement shall be the basis for negotiations of the renewal term.

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

A P P E N D I X "F"

LETTER OF UNDERSTANDING #005

WHEREAS the Collective Agreement between the Company and the Union (the "Parties") for the June 1, 2011 to May 31, 2016 term was ratified on August 4, 2011 (the "Collective Agreement"), the Parties have agreed as follows:

1. The undersigned individuals representing the Company and the bargaining committee members for the Union agree to this Letter of Understanding.
2. For the purposes of this Letter of Understanding, the collective agreement which expired May 31, 2011 shall be referred to as the "Old CA".
3. This Letter of Understanding is conditional on the validity of the Memorandum of Agreement dated July 27, 2011 (the "MoA").
4. Notwithstanding that the Collective Agreement contains certain monetary amendments to be effective June 1, 2011, the Parties hereby agree that those monetary amendments will be implemented in the following manner:

i. 12.02: Delete Birthday Stat

Those employees who received their 2011 Birthday Stat prior to ratification will not be required to refund the monies to the Company. The Company will pay any remaining eligible employees their unclaimed 2011 Birthday Stat within two (2) weeks of when the Collective Agreement is signed.

ii. 17.01: Reduction in Overtime multiplier

Those employees who worked overtime during the period of June 1, 2011 and August 4, 2011 at the Old CA rate, will not be required to refund the monies to the Company. Effective August 5, 2011, any overtime hours worked will be paid at the Collective Agreement rate.

iii. 17.02: Delete Deferred Overtime

All Deferred Overtime that remains due to any employee at August 4, 2011 shall be paid to the employee within two (2) weeks of when the Collective Agreement is signed.

iv. 17.04: Amend Overtime qualification

Those employees who worked overtime hours between June 1, 2011 and August 4, 2011 which would not qualify as overtime under the Collective Agreement language, will not be required to refund the monies to the Company. The new qualifying language shall take effect on August 5, 2011.

v. 17.05: Amend Overtime qualification and multiplier step

Those employees who worked in excess of twenty-four (24) overtime hours between June 1, 2011 and August 4, 2011 have already been paid at the rate under the Collective Agreement language and as such, will not be required to refund any monies to the Company or be entitled to any monies from the Company.

vi. 22.05: Delete Bonus Days and implement Attendance Bonuses

(a) The 2011 Bonus Day entitlement, as defined in the Old CA, shall remain in place and be calculated up to and including the seven (7) months ending July 31, 2011 as follows:

The annual entitlement amount as specified in the Old CA Article 22.05.01 shall be decreased to 7/12ths. Any resulting amount due to employees will be paid no later than the second (2nd) pay day in January 2012.

(b) During the period of August 1, 2011 and August 4, 2011 there shall be no Bonus Day entitlement or Attendance Bonus.

(c) The Attendance Bonus, as defined in the Collective Agreement, will commence August 5, 2011 as follows:

The Bi-weekly and Monthly amounts will be as defined. For the remaining portion of 2011, the Annual amount of \$500.00 shall be decreased to \$200.00 and will be reduced by \$50.00 for each Event that has occurred up to and including December 31, 2011. There is no change in the timing of payments.

vii. Appendix "C": Delete Deferred Overtime Plan

All Deferred Overtime that remains due to any employee at August 4, 2011 shall be paid to the employee within two (2) weeks of when the Collective Agreement is signed.

viii. All Other Monetary Items

The Parties agree that all other monetary items listed in the MoA require no clarity as to their implementation.

END OF DOCUMENT

THE PARTIES HERETO have signed this Letter of Understanding effective the 5th day of August, 2011.

**WESTERN CONCORD
MANUFACTURING
(NEW WEST) LTD.**

**LOCAL 601
COMMUNICATION ENERGY
AND PAPERWORKERS**

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

A P P E N D I X "G"
LETTER OF UNDERSTANDING #006

For the term of this Agreement, Article 27.10.04 is deleted in its entirety and replaced with the following:

27.10 .04 All disciplinary investigations will commence immediately of the Company's knowledge of an incident and conclude within two (2) weeks, unless an extension of time is mutually agreed to by the Union and the Company. All disciplinary action will commence immediately of the conclusion of the investigation, unless another date is mutually agreed upon by the Union and the Company.

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

APPENDIX "H"
LETTER OF UNDERSTANDING #007

The hourly wages payable for the application of Article 28.02 between June 1, 2011 and May 31, 2013 shall be as follows:

Pre-apprentice \$20.54 (70%)

Upon successful completion of both the workplace hours and schooling required by the Industry Training Authority's apprenticeship policy:

Level 1	\$23.47 (80%)
Level 2	\$26.41 (90%)
Level 3	\$29.34 (100%)
Level 4 & Inter-provincial Red Seal Certification	\$29.34 (100%)

For the balance of the term of this Agreement (June 1, 2013 to May 31, 2016), the above hourly wages will increase by the annual percentages indicated on Schedule "B".

In exchange for the Company sponsoring the employee through apprenticeship program, the employee will complete a Return of Service Agreement.

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

A P P E N D I X "I"
LETTER OF UNDERSTANDING #008

For the term of this Agreement, Article 22.05.02 is deleted in its entirety and replaced with the following:

22.05 .02 for the purposes of this Article, "Exclusions" is defined as an absence due to:

- (a) Statutory Holidays, pursuant to Article 12
- (b) Vacations taken, pursuant to Article 13.02
- (c) Company shut down, such as at Christmas
- (d) Bereavement time pursuant to Article 21.01
- (e) Union leave, pursuant to Article 22.03
- (f) An approved absence due to work slowdown
- (g) A family responsibility leave as defined in section 52 (excluding 52.1 and 52.2 and any subsequent subsections hereafter) of the B.C. Employment Standards Act
- (h) A compensable WorksafeBC injury which occurred while an employee of the Company

FOR THE COMPANY

FOR THE UNION

Colin Fernie

Greg Lukan

Mike Aves

Jim Dixon

SCHEDULE "A"
CHECK-OFF AUTHORIZATION

Western Concord Manufacturing (New West) Ltd.
880 Cliveden Avenue
New Westminster, B.C.
V3M 5R5

I, the undersigned, hereby authorize and request Western Concord Manufacturing (New West) Ltd, in accordance with the Agreement between the Company and the Union, to deduct monthly union dues and assessments in amounts as notified to the Company by the Secretary-Treasurer, Local 601, C.E.P. Union.

(Signature)

(Print Name)

(Address)

(Date)

**SCHEDULE "B"
WAGE SCHEDULE**

		- 0%		+ 2%		+ 2%		+ 2%		- 2%			
		From June 1/11 To May 31/13	Base	Premium	From June 1/13 To May 31/14	Base	Premium	From June 1/14 To May 31/15	Base	Premium	From June 1/15 To May 31/16	Base	Premium
EXTRUSION & FINISHING DEPARTMENT PREMIUM RATE = (Base Rate + Average Shift Differential) x 4.7%													
	Afternoon	0.75			0.75			0.75			0.75		
	Graveyard	0.85			0.85			0.85			0.85		
	Average Shift Differential	0.53			0.53			0.53			0.53		
EXTRUSION DEPARTMENT													
Operator	0 - 3 months	19.23	20.69	21.19	19.61	21.09	21.60	20.01	21.50	22.02	20.41	21.92	22.45
	4 - 6	19.70	21.73	20.23	20.10	22.16	21.04	21.04	22.59	22.02	21.46	23.03	23.03
	7 - 9	20.23	21.73	20.23	20.63	22.16	21.04	21.04	22.59	22.02	21.46	23.03	23.03
	10 - 12	20.68	22.21	21.93	21.09	22.64	21.51	21.51	23.08	22.59	21.94	23.53	23.53
	13 - 18	21.93	23.10	22.82	21.96	23.95	22.40	22.40	24.01	23.08	22.85	24.48	24.48
	19 - 24	22.82	24.45	23.43	23.28	24.93	23.75	23.75	25.42	24.42	24.22	25.92	25.92
	25 - 30	23.43	25.09	24.06	23.90	25.58	24.38	24.38	26.08	25.42	24.86	26.59	26.59
	31 - 36	24.06	25.44	24.64	24.24	26.26	24.72	24.72	26.44	25.42	25.22	26.96	26.96
	37+	24.64	25.75	25.22	24.54	26.26	25.03	25.03	26.77	25.42	25.54	27.29	27.29
FINISHING DEPARTMENT													
Operator	0 - 6 months	18.62	20.05	20.05	18.99	20.44	19.37	20.84	19.76	21.25	19.76	21.25	21.25
	7 - 12	19.46	20.93	20.93	19.85	21.34	20.25	21.76	20.65	22.18	20.65	22.18	22.18
	13 - 18	21.03	22.58	22.58	21.45	23.02	21.88	23.47	22.32	23.92	22.32	23.92	23.92
	19 - 24	22.82	24.45	24.45	23.28	24.93	23.75	25.42	24.22	25.92	24.22	25.92	25.92
	25+	23.85	25.53	25.53	24.33	26.03	24.82	26.54	25.31	27.06	25.31	27.06	27.06

PRESS DEPARTMENT		PRESS DEPARTMENT PREMIUM RATE = Base Rate x 12.5%									
Operator	months	19.23	21.63	19.61	22.06	20.01	22.51	20.41	22.96		
0 - 3	months	19.23	21.63	19.61	22.06	20.01	22.51	20.41	22.96		
4 - 6		19.70	22.17	20.10	22.61	20.50	23.06	20.91	23.52		
7 - 9		20.23	22.75	20.63	23.21	21.04	23.67	21.46	24.15		
10 - 12		20.68	23.26	21.09	23.73	21.51	24.20	21.94	24.68		
13 - 18		21.53	24.22	21.96	24.71	22.40	25.20	22.85	25.71		
19 - 24		22.82	25.66	23.28	26.19	23.75	26.71	24.22	27.25		
25 - 30		23.43	26.36	23.90	26.89	24.38	27.42	24.86	27.97		
31 - 36		23.76	26.73	24.24	27.27	24.72	27.81	25.22	28.37		
37 - 48		24.06	27.07	24.54	27.61	25.03	28.16	25.54	28.73		
49+		24.33	27.37	24.81	27.91	25.31	28.47	25.82	29.04		
Press Helper	months	18.38	20.68	18.75	21.09	19.12	21.51	19.51	21.95		
7 - 12		19.21	21.61	19.59	22.04	19.98	22.48	20.38	22.93		
13 - 18		20.06	22.57	20.47	23.02	20.88	23.48	21.29	23.95		
19+		21.11	23.75	21.53	24.22	21.96	24.71	22.40	25.20		
MOUNTING DEPARTMENT											
Mounter Proofer	0 - 3	months	21.63	22.06	22.51	22.96					
4 - 6		22.17	22.62	23.07	23.53						
7 - 9		22.75	23.21	23.67	24.15						
10 - 12		23.26	23.73	24.20	24.68						
13 - 18		24.22	24.71	25.20	25.71						
19 - 24		25.66	26.20	26.72	27.26						
25 - 30		26.36	26.89	27.43	27.98						
31 - 36		26.73	27.27	27.81	28.37						
37 - 48		27.07	27.61	28.16	28.73						
49+		27.37	27.91	28.47	29.04						

INK DEPARTMENT		0 - 6	7 - 12	13 - 18	19 - 24	25 - 30	31 - 36	36+
Ink Technician	months	22.81	23.29	23.77	24.26	24.74	25.22	26.12
		23.26	23.76	24.25	24.74	25.23	25.72	26.64
		23.73	24.23	24.73	25.24	25.74	26.24	27.18
		24.20	24.72	25.23	25.74	26.25	26.76	27.72
When MATERIAL HANDLER is acting as SHIPPER, Shipper rate applies								
SHIPPING DEPARTMENT								
Shipper Receiver		23.89	24.36	24.85	25.35			
Material Handler	0 - 6	19.19	19.57	19.96	20.36			
	7 - 12	20.23	20.63	21.04	21.46			
	13 - 18	21.29	21.72	22.15	22.59			
	19+	22.32	22.76	23.22	23.68			
MAINTENANCE DEPARTMENT								
Journeyman Millwright		29.34	29.93	30.53	31.14			
Journeyman Electrician		29.34	29.93	30.53	31.14			
RELIEF WORKER								
All departments	0 - 6	18.62	18.99	19.37	19.76			
	7 - 18	19.38	19.77	20.16	20.56			
	19 - 59	20.90	21.32	21.74	22.18			
	60+	22.02	22.46	22.90	23.36			

PREMIUMS							
Shift Differential	Afternoon	0.75	0.75	0.75	0.75		
	Evening	0.85	0.85	0.85	0.85		
	Sunday	3.00	3.00	3.00	3.00		
Leadhand		1.30	1.30	1.30	1.30		
Service	10 year service	0.10	0.10	0.10	0.10		
	20 year service	0.20	0.20	0.20	0.20		
	30 year service	0.30	0.30	0.30	0.30		
	40 year service	0.40	0.40	0.40	0.40		