

2010 - 2014

**C O L L E C T I V E
A G R E E M E N T**

EFFECTIVE
MAY 22, 2010 - MAY 21, 2014

BETWEEN:

REICHHOLD LIMITED
PORT MOODY, BRITISH COLUMBIA

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION
LOCAL 601

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EFFECTIVE MAY 22, 2010 - MAY 21, 2014

BETWEEN:

REICHHOLD LIMITED

PORT MOODY, BRITISH COLUMBIA

(Hereinafter called the "COMPANY")

OF THE FIRST PART

AND:

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

LOCAL 601

(HEREINAFTER CALLED THE "UNION")

OF THE SECOND PART

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ARTICLE I

PURPOSE

- 1.01 It is the desire of the above mentioned parties to co-operate and work harmoniously together in an environment promoting their mutual interest in the operation of the plant and office. It is their desire to develop and maintain a relationship that will promote customer satisfaction and permit open and honest communications between the Company, the Union and the employees. It is their desire to provide orderly procedures for collective bargaining, orderly procedure for the prompt and equitable disposal of grievances, and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the plant and office.

ARTICLE II

RELATIONSHIP

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for Employees of the Company in its plant and office in Port Moody, British Columbia, coming within the Order of Certification of the Union now existing or as may be amended from time to time by the Labour Relations Code of the Province of British Columbia. This Order of Certification excludes the following classifications of employees:
- Sales and Sales Services, Technical Services, Development Laboratory Staff, and those excluded by the Labour Code of British Columbia Act, 1973.
- 2.02 The Company agrees that all employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in good standing; it shall also be a condition of employment that all employees hired or transferred into the bargaining unit on or after the effective date of this agreement and covered by it shall, not later than thirty (30) days, following date of hire or transfer, become and remain members in good standing in the Union.
- 2.03 An employee who fails to meet the requirements of the above section shall not be retained in the employ of the company provided that the Union shall have notified the Company and the employee in writing of such default and said employee shall have failed to comply within ten (10) days of receipt of such notice.
- 2.04 All employees shall provide the company with written authorization for deduction as shown in Appendix D. Upon such written authorization from the employee, the company will make such deductions monthly in amounts designated by the Secretary-Treasurer of the local union and determined in accordance with the constitution and by-laws of the national and local union.

2.05 Deductions will be made on the first pay day of each calendar month and remitted within ten (10) days to the Secretary-Treasurer of the local union together with a written statement of the names of the employees for whom the deductions were made and the amount of each employee's deduction.

ARTICLE III

UNION COMMITTEE AND STEWARDS

- 3.01 The Company will recognize six (6) stewards, all of whom shall be employees of the company.
- 3.02 The Company will recognize a union committee of four (4) employees, one of whom shall be the Unit Chairman and Chairman of the Committee.
- 3.03
- a) Upon notification to and approval of supervisor, during regular working hours, stewards will be allowed a reasonable time from their regular jobs at straight payment to attend to business within the plant. Such permission shall not be unreasonably denied.
 - b) A National Representative or Business Manager of the Union may have access to the Company's property during regular work hours, whenever necessary for the purpose of observing operations and ascertaining the facts out of which a specific grievance shall have arisen. No such Union Representative, however, shall interfere with employees while engaged in the performance of their work for the Company, and shall comply with all Company rules pertaining to visitors.
 - c) In recognition of the fact that certain employees are Union officials and may be required to attend to Union business during working hours, the Company will endeavour to grant leave of absence without pay to these employees to attend to such Union business, provided that not more than two employees are absent at one time and that the accumulative leave of absence does not exceed thirty (30) working days for each employee in any one calendar year. Requests for such leave shall be made not less than 14 days prior to commencement of leave.
 - d) The Company shall grant, subject to operational requirements, the Unit Chairman or his designee, leave, without pay for the purpose of attending the local Union's Executive Board Meetings.

ARTICLE IV

GRIEVANCE PROCEDURE

- 4.01 The parties of this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and for which a grievance procedure is provided. For the purposes of this Article the word "Employee" when used, will be interpreted to include any person with seniority rights in accordance with Article VIII.
- 4.02 Any Employee with a complaint may discuss the complaint with his Supervisor, and if employee desires, his steward may accompany him. If a settlement satisfactory to the employee is not reached, then the grievance procedure outlined below may be followed.
- 4.03 Should an employee believe that he has been unjustly dealt with, or should he contend that any of the provisions of this Agreement have not been complied with, or that he has been affected by an alleged misinterpretation or violation of this agreement, he shall have the right to have the contention, (hereinafter referred to as "Difference" or "Grievance"), investigated or adjusted in accordance with the Grievance Procedure as hereinafter provided.

Step No. 1 Between the aggrieved employee, who may be accompanied by the steward for his Department, with the Supervisor. Failing a settlement within not more than two full working days, then:

Step No. 2 Within three (3) full working days following the decision in Step No. 1, between the Steward and the Supervisor, the grievance shall be submitted in writing to the Production Superintendent or Office Manager and the decision given in writing. Failing a settlement within not more than three (3) full working days, then:

Step No. 3 Within five (5) full working days following the decision in Step No. 2, the grievance shall be submitted in writing by the Union Committee to the Plant Manager, Western Region and/or any other person or persons designated by him. The written records of the grievance shall be submitted at this step and the decision shall be given in writing within three (3) full working days after the meeting at which the matter is discussed.

Failing settlement under the above procedure of any difference concerning interpretation or alleged violation of this agreement, the matter in dispute may be taken to arbitration as hereinafter provided, and if no written request is received within ten days after the decision in Step No. 3 is given, it shall be deemed to have been settled or abandoned.

General: No difference or grievance shall be considered under the Grievance or Arbitration Procedures if the circumstances involved occurred or originated more than five working days prior to its presentation.

Any difference arising directly between the Company and the Union may be presented in writing by either party at Step No. 2.

Saturdays, Sundays and Statutory Holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article V. Any and all limits fixed by this Article and by Article V may at any time be extended by written agreement between the Company and the Union.

All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.

- 4.04 It shall be optional to the Company to consider any grievance the alleged circumstances of which occurred more than five working days prior to its presentation, provided that where an employee is absent as a result of sickness, Company business or other cause beyond his control, and is thus prevented from presenting his grievance, then the five working days shall be computed as from the date on which the employee first had an opportunity to present his grievance.
- 4.05 In cases where agreement has not been reached through the grievance procedure, the Company will recognize an additional member of the Union Committee who may not be an employee of the Company.

ARTICLE V

ARBITRATION

- 5.01 Both parties to this agreement agree that an alleged misinterpretation or violation of the provisions of the Agreement, concerning the interpretation, application or operation, and which has not been settled, will be referred to the Board of Arbitration at the written request of the parties hereto, within thirty (30) days of the response following step #3 of Article IV herein.
- 5.02 The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Union, and a third person to act as Chairman and chosen by the other two members of the Board.
- 5.03 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree upon a third person within seven (7) days of their appointment to the Board, then the Minister of Labour for the Province of British Columbia shall be asked to nominate an arbitrator, if available, to act as Chairman.
- If the arbitrator is not available within fifteen (15) days, then the Minister of Labour for the Province of British Columbia shall be asked to nominate an alternate Chairman.
- 5.04 The decision of the majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.
- 5.05 In the case of discharge, suspension or discipline which the Board finds to be unjust, it shall have the authority to re-instate and restore the rights of the individual including pay in whole or in part or to modify the discipline imposed in such a manner as the Board deems reasonable in the circumstances.
- 5.06 The Board of Arbitration shall not have the power to alter or change any provision of this Agreement or to substitute new provisions for existing provisions, nor give any decision inconsistent with the terms and provisions of this Agreement.

- 5.07 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman.
- 5.08 The Company and the Union may, by mutual agreement, elect to use a single arbitrator instead of a three-man arbitration board, and the powers of the single arbitrator shall be the same as those of the Board of Arbitration pursuant to this Article.
- 5.09 The parties by mutual agreement may invoke Section 87 of the British Columbia Labour Code to facilitate the settling of grievances.

ARTICLE VI

WAGES, HOURS OF WORK AND OVERTIME

- 6.01 a) Hourly wage rates as shown in Appendix "A" for the plant employees and Appendix "A-1" for the office employees, effective the 22nd day of May 2010, 2011, 2012 and 2013, shall continue for the duration of the contract.
- b) Hours of work presently being observed by the Company for the 8 hour shift and the 7-1/2 hour shift shall be observed by the Company for the duration of this Agreement, unless altered by mutual agreement of the parties hereto.
- c) Hours of work for the "Condensed Work Week" shall be as agreed to between both parties as described to the Board of Industrial Relations, and permission therefore granted by the Board in letters of January 18, 1974, March 15, 1974, April 19, 1974 and November 9, 1976. The "Condensed Work Week" shall mean either:
- (i) 12 hour shift to consist of three 12 hour day shifts, three days off, three 12 hour night shifts and three days off, repeating. Twice in every 36 week period each employee will be relieved for three regular working days and this will result in an average 40 hour week.
 - (ii) 12 hour shift (X, Y, Z shift)
To consist of one (1) day on (Friday) two (2) days off, four (4) days on (Monday) four (4) days off, three (3) nights on (Tuesday) two (2) days off, two (2) nights on (Sunday) three days off and then the cycle repeats.

hour s12 hour shift (Y, Z shift)
Every third week in schedule outlined above, the night shift person will be moved from Sunday, Monday night shifts to Sunday, Monday day shifts and Tuesday, Wednesday, Thursday night shifts will be moved to Tuesday, Wednesday, Thursday day shifts.

The following applies to both 'X, Y, Z' and 'Y, Z' Shifts:

The company will make every effort to avoid more night shifts than day shifts.

However, the company retains the right to modify the schedule to meet the needs of the business.

A person will not be scheduled for more than forty eight (48) hours in any one-week period unless mutually agreed upon.

If shift changes are made with less than two (2) working days notice, an employee shall be paid at double time their hourly rate. When emergent conditions arise that are outside of the employer's control, employees who are given less than 48 hours or less notice shall be paid at double time their hourly rate.

(iii) 10 hour shift to consist of four 10 hour days to average within a three week cycle 40 regular working hours per week.

d) Hours of work for a "Condensed Work Week" presently in effect are recognized by both parties as being flexible.

- 6.02 EMPLOYEES WILL RECEIVE STRAIGHT TIME PAY:
- a) For work performed on a regular work shift schedule.
 - b) For work performed on regular days off when employees trade days off by a friendly agreement approved by their supervisor.
 - c) For work performed to make up time lost due to transfers or vacations swing schedule.
 - d) For meeting with the Company regarding safety or plant operations.
- 6.03 When an employee is required to work past the normal quitting time because of an emergency, he shall be paid for fifteen minutes overtime a minimum of one-half hour, and for one-half hour overtime a minimum of one hour.
- 6.04 Payment will be made at double time the employee's regular hourly rate (except as provided for in Article 6.02):
- a) For work performed at any time other than regular working hours.
 - b) For work performed during a regular lunch period. (Operations permitting, a normal lunch period will be granted later in the day without payment).
 - c) For work performed on a Saturday or on an employee's sixth day where such employee is not normally required to work.
- 6.05
- a) When an employee is asked to change from their normal hours of work with less than two (2) working days notice, they shall be paid at double time their hourly rate. When emergent conditions arise that are outside of the employer's control, employees who are given less than 48 hours or less notice shall be paid at double time their hourly rate.
 - b) Where an employee requests that his starting time and/or terminating time be changed and the supervisor agrees, this shall not be considered a change in (a) above.

- 6.06 When an employee is required to work in excess of two consecutive hours following their normal shift, the Company shall supply a lunch or an allowance of \$8.00. If the employee is required to continue to work, he shall be supplied with a further lunch each four hours thereafter.
- 6.07 Any employee obliged as part of their duties to work inside a vessel or to do work which is agreed to be exceptionally dirty, such as to cause personal inconvenience to the employee, shall be paid \$1.00 per hour over their usual rate of pay while performing such work.
- 6.08 Regular working day for shift employees working the compressed work week shall be in accordance with Article 6.01 (c). In production and quality control a regular working day is defined as the 24 hour period composed of two shifts of 12 hours each, beginning and ending at 6:30 a.m.
- 6.09 For convenience the following terminology will apply:
- 8 A.M. to 4 P.M. will be referred to as "A" Shift
4 P.M. to 12 Midnight will be referred to as "B" Shift
12 Midnight to 8 A.M. will be referred to as "C" Shift
- 6.10 a) In addition to all other remuneration to which they are entitled shift workers shall be paid 65 cents per hour effective May 22, 2010, 66 cents per hour effective May 22, 2011, 68 cents per hour effective May 22, 2012, and 70 cents per hour effective May 22, 2013 for work performed on "B" Shift; and \$ 1.10 per hour effective May 22, 2010, \$ 1.12 per hour effective May 22, 2011, \$ 1.15 per hour effective May 22, 2012, and \$ 1.18 per hour effective May 22, 2013 for work performed on "C" Shift. Swing shift workers shall be paid \$ 1.25 per hour effective May 22, 2010, \$ 1.27 per hour effective May 22, 2011, \$ 1.30 per hour effective May 22, 2012, and \$ 1.34 per hour effective May 22, 2013 for work performed on all shifts. For the purpose of applying differentials, shift workers will be defined as process, mechanical or quality control workers working on a regular schedule rotation shift basis. Swing shift workers will be defined as process, mechanical or quality control workers working on a regular scheduled 7 day shift basis.

b) No employee shall receive both differentials as defined above at the same time. Shift differentials will not be included in computing overtime allowance. For any overtime work on "B" and "C" shift, the shift employee will be paid the shift differential in addition to any remuneration to which he is entitled.

6.11 a) If any employee is called out to work overtime on emergency call-out (or notified in advance to return to the plant or office for overtime work on emergency call-out), such employee will be entitled to payment at double his regular rate of pay as defined above, and the minimum payment for callout work shall be the equivalent of four hours work at employee's regular rate except where an employee starts to work two hours or less before such employee's regular work starting time, in which case the payment will be based on the hours worked, with a minimum of one hour.

6.12 Overtime work which employees shall endeavour to perform whenever called upon and which is subject to the labour laws of the Province of British Columbia, shall be distributed as fairly and impartially as possible among employees who are qualified to perform such work. The Company agrees to endeavour to keep such overtime work to a minimum.

ARTICLE VII

VACATIONS

7.01 Each calendar year regular employees who have been employed for a period of at least four months since the termination of their last vacation period shall be eligible for vacation with pay based on length of service as follows:

One Year or More of Service	2 Weeks
Three Years or More of Service	3 Weeks
Nine Years or More of Service	4 Weeks
Seventeen Years or More of Service	5 Weeks
Twenty-five Years or More of Service	6 Weeks

Vacation pay shall be at the employee's regular rate of pay or 2% of gross annual earnings for the preceding twelve months for each week of vacation entitlement, whichever is the greater. It will not be permissible to waive vacations and draw double pay.

7.02 Service for the purpose of vacations will mean all time during which an employee has been employed at the Company dating from the last break in employment of six months or longer if due to resignation or discharge for cause, or twelve months or longer if due to layoff, disability or other causes through no fault of the employee, less any periods of absence of more than thirty consecutive calendar days duration, except:

- a) Leave of Absence for military service, provided the employee is reinstated.
- b) Absences resulting from sickness or accidents.

7.03 Vacation pay shall be paid to an employee on the same payroll schedule and at the same time as their regular pay; if an employee gives the employer their timesheets two week's prior to their approved vacation period, they shall receive vacation pay prior to the commencement of their vacation.

7.04 An employee who becomes eligible for a vacation during the last weeks of a calendar year shall be granted a full vacation even though part of such vacation extends into the next calendar year.

- 7.05 When an employee becomes disabled as a result of sickness or accident and the disability extends into his scheduled vacation period, a new vacation period may be assigned.
- 7.06 When an employee becomes disabled before he has taken his vacation for the calendar year and continues to be disabled through the end of the year, he may carry his vacation privilege into the following year provided that at the time of disability he has been actively employed for a period of at least four months following the termination of his last vacation period. In such cases the employee will be expected to take his vacation as soon as it can be conveniently scheduled.
- 7.07 An employee who is granted a vacation allowance on termination shall not be eligible for regular vacation during the calendar year in which he is re-employed. However, if his services are subsequently terminated during the calendar year, he shall be entitled to a termination allowance on termination in accordance with the laws of the Government of British Columbia.
- 7.08 When a holiday recognized by the Company occurs during an employee's vacation period on one of his scheduled working days, he shall be granted an extra vacation day with pay.
- 7.09 Selection of vacation periods shall be mutually agreed upon and shall be governed by prevailing conditions. In the cases of disputed vacation periods, seniority shall govern the selection process until March 15th of each year, after which the first person reserving the vacation period will have priority.
- 7.10 Permanent part-time employees will qualify for vacations on the same basis as do full time employees. Vacation pay for such employees will be calculated on the basis of 2% of gross annual earnings for the previous twelve months for each week of vacation entitlement.

ARTICLE VIII

SENIORITY

- 8.01 Seniority accumulated before the date of the signing of this agreement shall continue in effect and present seniority shall be accepted. Effective from the date of signing this agreement seniority shall be defined as Port Moody plant, quality control or office service.
- 8.02 Seniority shall be retained and shall accumulate during:
- a) Absence from work due to accident, sickness or maternity leave.
 - b) Leaves of absence up to one year for purposes of Union business and training, provided that the employee exercises his seniority rights within 30 days from the expiration date of his leave of absence, and failing to do so, will forfeit his seniority, in which event his name would be dropped from the seniority list.
 - c) The first 30 consecutive days of absence due to any other cause.
- 8.03
- a) Seniority shall be retained but shall not accumulate during that portion of an absence from work due to termination of employment for a period of less than 12 months owing to layoff.
 - b) An employee who is recalled from layoff and who applies for a promotion under Article 8.13 herein shall for the purpose of qualification under 8.07 herein be entitled to use his full seniority without regard to 8.03 (a) above. This provision will only apply for selection for promotion within the bargaining unit and not for any other purpose within the Collective Agreement.
- 8.04 Seniority shall be lost when:
- a) An employee voluntarily leaves the employ of the Company.

- b) An employee is justifiably discharged and such discharge is not reversed under grievance procedure.
 - c) An employee has been laid off and told to return to work and fails to do so within 7 days after being notified by the Company, or any such longer periods that may be arranged between the employee and the Company.
 - d) An employee overstays a leave of absence granted by the Company in writing without securing an extension of such leave.
 - e) An employee has been on layoff in excess of twelve (12) continuous months.
 - f) An employee is absent and unreported from work for a period of three (3) consecutive working days of his regular schedule, and cannot provide a reasonable excuse for his failure to report.
- 8.05
- a) Employees with less than (90) days' service shall be regarded as probationary and shall have no seniority rights under the terms of the agreement. Seniority shall begin on the date the employee commences full time employment provided the ninety day probationary period has passed.
 - b) Construction workers employed casually under Article II, Paragraph 2.02 who later become permanent employees shall acquire seniority from the date on which such employee joins the Union, provided that the ninety day probationary period of Article VIII Paragraph 8.05 (a) has expired.
- 8.06
- The name of an employee who has been, or is promoted from a job classification covered by this Agreement, to an official or excepted position with the Company, thereby causing a vacancy, will be continued on the seniority list from which he was promoted, and he will retain his seniority rights and continue to accumulate seniority while so employed. Such a person when released from excepted employment may, within 30 days of such release, exercise his seniority rights to any

position which he is qualified to fill, and failing to do so, will forfeit his seniority, in which event his name will be dropped from the seniority list. After twelve (12) months or longer in such excepted employment, all seniority rights are forfeited.

8.07 In selecting employees for upgradings and promotions, the following factors shall be considered:

- a) Seniority.
- b) Ability, efficiency and qualifications for the job in question.

When the factors under (b) are relatively equal as between two or more employees, the employee with the longest service will receive the preference. The Company reserves the right to judge the ability, efficiency, etc. of its employees. However, a grievance may be presented on a claim that the Company, in making its selection, did not give fair consideration to the aggrieved employee.

8.08 a) If, as a result of circumstances, it becomes necessary to lay off employees, employees will be retained in order of seniority provided they have the ability, qualifications, etc. to do the work available.

b) If at any time a backing down or demotion of employees is necessary, it will be done in the reverse order of promotion of the employees in question.

c) In cases where demotions are made as a disciplinary measure, the provisions outlined above do not apply.

d) In the event an employee is laid off, due to lack of work, employees will be granted one (1) week of severance pay for each full year of service in the employ of the Company.

- e) Severance pay in (a) above shall be paid upon the expiry of the employee's twelve (12) month recall period, where the employee has not been recalled or, alternatively, at an earlier date, upon the written request of the employee, provided the employee agrees to waive his recall rights pursuant to the Collective Agreement.
 - f) Severance pay is not payable in the event of voluntary quit, discharge for cause, death or retirement of the employee.
 - g) Clause 8.08 (d), (e), (f), shall not apply when severance pay is payable under Article 16 (Job Security).
- 8.09 When there is an increase in the working force after a layoff, employees will be re-hired in the reverse order of layoff, provided they have the necessary qualifications to perform the work available. If an employee is not available within (7) days of sending notification by the Company, it is optional with the Company whether he is re-hired.
- 8.10 When filling vacancies due to illness, injury, leave of absence or emergency, the seniority rules may be disregarded and any one employee may be appointed by the Company to fill the vacancy on a temporary basis for a period not to exceed 30 days. In filling vacancies due to vacation, this limit is extended to a limit of 40 days.
- 8.11 The Company shall have the right to promote or transfer an employee for educational or training purposes without regard to seniority for a period not to exceed 30 days on any job. Experience gained on a temporary basis shall not be the determining factor in filling a permanent position. No employee shall receive less than his normal rate of pay during such transfers.
- 8.12 Seniority lists shall be prepared and posted, and shall be revised every six months.

- 8.13 A practical system of posting will be used under which all hourly paid job vacancies will be posted for a period of ten calendar days or for a shorter period of time if found practical. If an eligible employee is on vacation or ill he will be notified of the vacancy before it is filled.
- 8.14 The successful candidate will be announced within 20 days of posting.
- 8.15 Where possible, and under normal operations, a week's notice will be given to the employees who are affected by shift changes or due to shutting down or starting up of production units.
- 8.16 During normal shutdowns of units for regular turnaround or annual inspection, process employees on such units will be paid their regular rates and utilized to advantage on the turnabout involved. This does not apply to cases of long shut-downs involving such units where, in order to provide employment, shift employees have to be transferred to other departments on work of an entirely different nature or assume responsibilities carrying other rates.
- 8.17 The Company will grant leave of absence without pay to any employee for personal reasons approved by the Company. The employee must use any vacation entitlement before requesting leave of absence with the exception of Employee Assistance Program business.
- 8.18 A laid off employee shall receive 60 days of B. C. medical coverage following the last day of the month in which the layoff occurs. The cost of the benefit continuation shall be borne by the company.

ARTICLE IX

RECOGNIZED HOLIDAYS

9.01 The Company will guarantee the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	December 24 th
Dominion Day	Christmas Day
B.C. Day	Boxing Day
Labour Day	December 31st

Any other day proclaimed by the Federal or B.C. Provincial Governments will be added.

When any one of the holidays listed above does not fall on a Friday or Monday, the Company will schedule the holiday so as to provide employees with a long weekend provided this does not contravene any Government Act. The determination of any such day or days shall be consistent with operational requirements.

9.02 The following regulations govern payment on the above holidays:

- a) Regular day employees shall be paid holiday pay for these holidays that fall on their regular work day.
- b) Regular shift employees shall be paid holiday pay for no less a number of recognized holidays than regular day employees.
- c) Employees will not be paid holiday pay for guaranteed holidays:
 - i) If absent without permission or justifiable cause on the last work day before or the first working day after any recognized holiday.
 - ii) If they are non-regular employees with less than one month's service with the Company.
- d) For above holidays which fall on Saturday or Sunday, a regular work day will be designated by the Company for observance of this holiday, employees who are required to work on any holiday so designated will serve without

overtime pay for holiday work and will be given a day off at another time, as soon as feasible.

- e) Shift workers shall observe guaranteed holidays on the actual calendar day that they fall on.

9.03 Payment for work on guaranteed holidays which do not fall on Saturdays and Sundays will be as follows:

- a) Employees required to work on their regular hours on one of these holidays shall receive time and one-half for actual hours worked.
- b) Employees required to work other than their regular hours on one of these holidays will be paid at the applicable overtime rate as provided in Article VI, Paragraph 6.04 of this Agreement.
- c) Any employee required to work on one of these holidays will be granted one day's holiday with pay, to be designated by management. Every effort will be made to accommodate the request of the employee based on meeting the needs of the business.

ARTICLE X

BULLETIN BOARD

10.01 The Company grants the Union the use of one bulletin board to be located in each lunchroom. Before posting any material on the bulletin board except official Union notices, prior approval of Management must be received. The Union agrees that it will not post any pamphlets, advertising or political matter, cards, notices or any other kind of literature within the plant or its appurtenances except on the bulletin board and as provided above.

10.02 The Company extends to the Union the privilege of placing a permanent ballot box in the main lunchroom for the purpose of elections and other Union matters. It is understood that votes will not be cast during working hours.

ARTICLE XI

CONCESSIONS

- 11.01 The Company agrees that the following concessions shall apply during the full terms of the Agreement:
- a) One pair of clean overalls per week.
 - b) Wherever and whenever needed, suitable protective clothing such as gloves, goggles, aprons, protective shoes, etc.
 - c) For employees working on a regularly scheduled 7-1/2 or 8 hour day basis, two fifteen (15) minute rest periods each day, mid-morning and mid-afternoon. For employees working on a regularly scheduled 10 hour day basis, three fifteen minute rest periods, two hours apart. For employees working on a regularly scheduled 12 hour day basis, four fifteen minute rest periods, two hours apart.
 - d) The Company shall be responsible for the replacement of personally owned tools which have become lost, worn out or destroyed during performance of duties at the plant, provided such tools were brought into the plant at the request of the management. The Company will compensate an employee for any new tools purchased provided such tools are brought into the plant at the request of management and an adequate receipt of purchase is provided.
 - e) The Company agrees to pay the cost of any required educational or training courses successfully completed by the employees.
 - f) All concessions previously granted shall continue.
 - g) The Company will provide a Safety Footwear allowance of \$150.00 per calendar year per employee. This allowance will be provided to each employee on the presentation of a receipt on the first purchase of footwear each year.

- h) The Company will provide protective smocks for office workers as required.
- i) An employee absent from work for the purpose of apprenticeship training or any other company required training (except retraining) shall be maintained at full regular pay less any and all government assistance he is eligible for.
- (j) The Company will remove from the employee file verbal notices of discipline after one (1) year from the date of issue, provided that there has not been a similar offence within the twelve (12) month period. Written notices of discipline will be removed from the employee file after two (2) years from the date of issue, provided that there has not been a similar offence within the two (2) year period.
- (k) The Company will ensure that a copy of the payroll time sheet is provided, if requested, to each employee before they are submitted to the Payroll Department.
- (l) The Company will pay employees working rotating 12-hour shifts for actual hours worked. The 96 hours of statutory holidays will be divided evenly and paid on weeks when relief time is taken. The Company will provide each employee with a written reconciliation between hours worked and hours paid to year end by the end of October of each year.

ARTICLE XII

WORKING CONDITIONS

- 12.01 The Company agrees to make reasonable and necessary provisions for the health and safety of its employees during the hours of their employment. Toward this end, they will provide first aid equipment in full compliance with the B.C. Workers' Compensation Act. The Union and the Company in turn pledge themselves to do everything possible toward educating employees in accident prevention and hygiene and environmental impairment and will cooperate fully in these matters.
- 12.02 A joint Union-Management Safety Committee will be established. The Union shall be entitled to representation from each department. The Chairman and Secretary of this committee will be elected in accord with the Workers' Compensation Board regulations. The Committee shall meet monthly. It is agreed that the Union Safety Chairman or his designee shall accompany Workers' Compensation Board inspectors on any tour or inspection of plant or office facilities.
- 12.03 All relevant health and safety information known to the company concerning chemicals manufactured or used in any process at the Port Moody plant and the precautions to be taken in using same, will be provided to the Health and Safety Committee.
- 12.04 The Company and the Union agree and support the concept of a "smoke-free" environment on the plant site. To that end, during the term of this agreement, designated smoking areas will be assigned by the Company. Smoking will only be permitted in these designated areas at the appropriate break periods.

ARTICLE XIII

CLASSIFICATION

- 13.01 The Company agrees that where the general operation or an expansion of the plant or office affects either the duties or responsibilities and necessitates the establishment of new classifications of any personnel, the question of wages commensurate with such classifications and responsibilities be settled by bargaining, and that in new installations there shall be a period of not more than 60 days nor less than 30 days before determination of classification covering such installations.
- 13.02 The classification and/or job descriptions in Appendices A, A-1, B or B-1 are intended only to define appropriate wage rates. They shall not serve to include in, or exclude from, the bargaining unit any person or job function.
- 13.03 Except for training purposes for a reasonable period, an employee required to work temporarily for one hour or longer at a job which pays a rate higher than his regular rate shall be paid the higher rate for all the time so worked. An employee required to work temporarily at a job which pays a lesser rate than his regular rate shall not have his rate reduced.

ARTICLE XIV

SALARIED EMPLOYEES DOING WORK

14.01 No salaried employee shall perform work regularly assigned to employees covered by this agreement, except for the purposes of instructing employees, or in the event of an emergency, or in cases where testing or inspection require the services of a qualified salaried employee. This clause shall not prevent salaried employees from using computers to carry out their duties and responsibilities.

ARTICLE XV

HEALTH AND WELFARE

15.01 The Company and the Union agree to the benefits as provided by the plans which are in effect on the effective date of this Contract. No material change will be made in these plans without mutual agreement between the parties, however, the Company reserves the right to change benefit vendors at its discretion provided the new vendor provides substantially similar benefits. Participation in the plans is a condition of employment.

- "A" - M.S.P. B.C. (M.S.A.)
- "B" - Company Sick Leave
- "C" - Life and Accident Insurance
- "D" - Weekly Indemnity Insurance
- "E" - Long Term Disability
- "F" - Pension Plan
- "G" - Dental Plan
- "H" - Extended Medical Plan
- "I" - R.R.S.P.

Total cost of items, A, C, D, E will be shared 70% by the Company and 30% by the Employee. If for tax reasons it is advantageous to the Employee for the cost of Weekly Indemnity, (D), to be fully paid by the Employee, it is agreed that the above cost sharing may vary, providing that the Company share shall not exceed 70% of the total cost of these four benefit items. The cost of Item H shall be fully paid for by the employee.

"D" will be paid 100% by the Employee, C and E will be shared 70 % by the Company, and 30% by the Employee. A and H will be 100% Company paid.

"F" - Reichhold Limited will match contributions according to the following formula:

- 150% on the first 2% of employee contributions, and
- 100% of the next 1%.

The Company will provide each employee with employee benefit booklets which will outline the benefits provided under the Collective Agreement. In addition, booklets will be provided to the Unit Chairman and National Representative and a copy will be available in the Plant Office.

- 15.02 a) Employees with two months' service shall be eligible for benefits as provided by the Medical Services Plan of British Columbia.
- b) Employees may receive an annual eye exam for which the Company will reimburse costs up to \$75 per exam. The cost will be reimbursable with the submission of receipt to Management.
- 15.03 Employees with three months' service shall be eligible for Life and Accidental Death and Dismemberment Insurance, Weekly Indemnity Insurance, Long Term Disability Insurance, and Dental Plan Insurance, all as provided by the Group Insurance Plans.
- 15.04 a) Every regular full time employee shall be credited with sick leave in accordance with the schedule which follows. Sick leave is intended for the protection of employees in the event of legitimate illness or non-compensable injury which prevents such employees from performing their duties. Abuse of sick leave benefits of this agreement will not be tolerated and may lead to disciplinary action.

<u>Length of Accredited Service</u>	<u>Benefits at Full Pay</u>
Less than 1 Year	2 Days
1 to 2 Years	4 Days
3 to 5 Years	7 Days
6 to 10 Years	12 Days
11+ Years	20 Days

- b) Scheduled benefit periods are not accumulative from one calendar year to another. An employee's years of accredited service on the first day of each disability during each calendar year shall govern the maximum benefit period for that disability. Such maximum period shall be reduced by any period for which benefits have been paid during the same calendar year.
- c) A scheduled benefit period for a disability which extends from one calendar year to another shall be limited to the unused allowance, as determined under (C) above, for the calendar year in which the disability begins.
- d) An employee shall not be eligible for sick leave benefits while receiving benefits under Weekly Indemnity Insurance or Long Term Disability Insurance.

- e) In the case of an occupational disability compensable under the Workers' Compensation Act which prevents a qualified employee from performing the required duties, the employee will be responsible for filing a claim simultaneously with the Weekly Indemnity carrier. The employee will sign an affidavit agreeing to return to the Weekly Indemnity carrier the indemnity payments upon approval of his claim by the Workers' Compensation Board. In the event the Workers' Compensation Board claim is denied, the employee will continue on Weekly Indemnity so long as the disability continues.

The Company will submit the appropriate claim form to the Workers' Compensation Board within twenty-four (24) hours of the incident, and will obtain an update of the status of the claim within five (5) working days of the incident.

- f) "Accredited Service" shall mean full time service but shall include all periods of leave of absence (i) with pay, (ii) without pay due to maternity leave or, sickness or disability of the employee not exceeding one year, (iii) without pay due to causes other than sickness or disability of the employee not exceeding 30 calendar days. All other periods of absence will be deducted in computing length of accredited service.
- g) Employees must notify the Company in advance of their regular starting time on the first day of any illness. A Doctor's certificate or other reasonable proof of illness satisfactory to the Company may be requested by the Company before sick leave payments will be authorized.
- h) The "Benefits at Full Pay" schedule listed in (A) above shall be converted to hours by multiplying by 8 for the purpose of determining the entitlement of those employees working regular 10 and 12 hour shift schedules.

- 15.05 In the event of a death in the immediate family - father, mother (in-law), sister, brother, wife, husband, children, grandparents, and grand children upon notification to management, reasonable time off with pay will be allowed, not exceeding five (5) days.
- 15.06 Employees shall not suffer any loss of income while on jury duty.

ARTICLE XVI

JOB SECURITY

16.01 Technological Change

In view of the interest and concern by both parties in the impact on manpower and conditions of employment resulting from technological changes and automation and that it is to the best advantage to the Company and employees that all scientific improvements be utilized, it is agreed that the following procedures be applied.

- a) Whenever possible, the Company shall notify the Union six (6) months but not less than 60 days in advance of intent to institute changes in working methods or facilities which will adversely effect the wages or working conditions of any permanent employees.
- b) Upon such notification by the Company, a committee consisting of equal representation of the Company and Union will be formed to discuss the effect of such change and make recommendations. The Company agrees to release not more than three (3) employees without loss of regular pay to attend the above committee meetings.
- c) The Company, in co-operation with Government agrees to participate in every way possible in training and re-training any employee effected by paragraph (a) above.
- d) Any employee who is laid off as a result of such change referred to in paragraph (a) above, shall be entitled to severance pay equivalent to two week's pay for each year of service in the employ of the Company.

16.02 Plant Closure or Department Shutdown or Closure

- a) Whenever possible, the Company shall notify the Union six (6) months in advance of intent to institute changes in working methods or facilities which will adversely effect the wages or working conditions of any permanent employees.

- b) Upon such notification by the Company, a committee consisting of equal representation of the Company and Union will be formed to discuss the effect of such change and make recommendations.
- c) The Company, in co-operation with Government agrees to participate in every way possible in training and re-training any employee effected by paragraph (a) above.
- d) Any employee who is laid off as a result of a departmental shutdown or closure shall be entitled to severance pay equal to one week's pay for each year of service in the employ of the Company.
- e) Any employee whose employment is terminated as a result of a total plant closure or termination of manufacturing shall be entitled to severance pay equal to two weeks pay for each year of service in the employ of the company. This provision shall not apply in the event of the sale of the Port Moody plant.
- f) Any employee who has been laid off in the 12 months previous to total plant closure or termination of manufacturing shall be entitled to severance pay as provided in 16.02 (e).

ARTICLE XVII

GENDER

- 17.01 This agreement shall be deemed to refer to persons of both genders.

ARTICLE XVIII

TERMINATION OF CONTRACT

18.01 This Agreement, unless changed by mutual consent of both parties herein, shall be in effect from and after the 22nd day of May, 2010 for a period of four years to and including the 21st day of May, 2014 and thereafter from year to year in accordance with the provisions of the Labour Relations Code, and any amendments thereof.

If any court should hold any part of this Agreement invalid, such decision shall not have the effect of invalidating the entire Agreement, or any other part thereof.

- 18.02 a) Both parties shall exchange their proposals to amend the contract on an agreed-upon date no less than sixty days prior to 21 of May, 2014, outlining the changes desired. Should one of the parties fail to submit their proposals sixty days prior to the expiry date, the existing contract shall be considered that party's counter-proposal. An attempt will be made by both parties to begin bargaining no less than thirty (30) days prior to the expiry date of the contract. Should neither party submit proposals to amend the contract, this shall be considered a renewal of the contract for one year, and the contract shall thereafter run from year to year until opened for negotiations by the procedure described above.
- b) The Company shall make every effort to provide sufficient copies of the new collective agreement within 60 days of final proof-reading and signature of the new agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective representations this ____ day of _____, 2010.

REICHHOLD LIMITED

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, LOCAL 601

APPENDIX "A"

HOURLY WAGE RATES - PLANT

	<u>EFFECTIVE</u>			
	<u>May 22,2010</u>	<u>May 22,2011</u>	<u>May 22,2012</u>	<u>May 22,2013</u>
Maintenance Lead Hand	35.02	35.72	36.43	37.52
Charge Hand	34.20	34.88	35.58	36.65
Mechanic Chief Engineer	33.87	34.55	35.24	36.30
1st Operator	32.43	33.08	33.74	34.75
Apprentice (3rd, 4th Years)	31.97	32.61	33.26	34.26
Technical Co-ordinator	31.16	31.78	32.42	33.39
Apprentice (2nd Year)	30.95	31.57	32.20	33.17
2nd Operator EHS Assistant / QC Relief Person Warehouseman Truck Loader	30.65	31.26	31.89	32.85
Apprentice (1st Year)	29.75	30.34	30.95	31.88
Assistant Operator Quality Control Assistant Utility Person	29.62	30.21	30.81	31.73
1st Helper Quality Control Trainee I	28.51	29.08	29.66	30.55
2nd Helper Quality Control Trainee II	27.48	28.03	28.59	29.45
Labourer Quality Control Trainee	26.47	27.00	27.54	28.37
Probationary Rate	25.36	25.87	26.39	27.18

EFFECTIVE

May 22,2010 May 22,2011 May 22,2012 May 22,2013

DIFFERENTIALS

Shift Engineer (8)	1.00	1.02	1.04	1.07
4 th Class Steam Ticket				
First Aid (4)	1.00	1.02	1.04	1.07
"B" Shift	0.65	0.66	0.68	0.70
"C" Shift	1.10	1.12	1.15	1.18
Swing Shift	1.25	1.27	1.30	1.34

APPENDIX "A-1"

HOURLY WAGE RATES - CLERICAL

EFFECTIVE

May 22,2010 May 22,2011 May 22,2012 May 22,2013

Clerk				
Start	24.78	25.28	25.79	26.56
6 Months	26.08	26.60	27.13	27.94
12 Months	26.72	27.25	27.80	28.63
Accounting Clerk/ Secretary				
Start	25.84	26.36	26.89	27.70
6 months	26.83	27.37	27.92	28.76
12 Months	27.33	27.88	28.44	29.29
Customer Co-ordinator	27.94	28.50	29.07	29.94

APPENDIX "B"

All employees will fully comply with the spirit and intent of Section 12.01 and will actively participate in the assessment and prevention of any potential risks associated with their employment. The Union will co-operate with the Company towards the common goal of completing all safety training. The Company will keep their employees at a high level of safety awareness through updated safety training courses.

JOB DESCRIPTIONS - PLANT

Maintenance Lead Hand

Must qualify under the definition of Mechanic classification. Responsible for directing work duties for all mechanics, apprentices, and maintenance labourers as required. A maintenance department apprentice may be considered for the position provided that:

- a) They are currently enrolled in a third or fourth year apprenticeship program operating within the Company's maintenance department.
- b) They conclude their apprenticeship program within the timetable specified for the course.

Mechanic

Shall perform maintenance and construction duties assigned to him. Will assist in directing work duties of maintenance apprentices, or labourers when required. Must have a ticket in a trade used in the maintenance department.

Chief Engineer

Must hold a 3rd Class Stationary Steam Engineer Certificate. Responsible for operation and maintenance of all boilers, (steam and dowtherm) and related equipment. Shall direct shift engineers and maintenance personnel in performing their responsibilities associated with the boilers and related equipment. Performs other related duties as assigned. Reports to the maintenance supervisor.

APPENDIX "B" - CONT'D

Charge Hand

Responsible for directing work duties of personnel on shift as required. Shall operate production equipment or perform duties as required. Responsible for records and shift report.

1st Operator

Shall perform production duties of operating all production equipment on his shift, if required, may relieve the charge hand in his absence on shift. It is recognized that as the 1st Operator must be able to operate all production equipment, an operator may be assigned to operate any one production unit and they may be promoted to 1st Operator after giving suitable proof that he is able to perform the duties of 1st Operator and provided a vacancy exists.

Apprentice - (All Levels)

An apprentice in the maintenance department shall perform maintenance and construction duties assigned to him and shall assist in the general maintenance of the plant under the supervision of the Mechanic. He will be allowed, and required, to carry out activities related to trades in which he is becoming qualified.

Technical Co-ordinator

Shall perform duties required under the Company's quality control program, which include analysis of all finished products and raw materials, directing adjustments to production products as required, and performing lab work required under the pollution control program. Will assist the Quality Control Supervisor in directing work duties of quality control assistants and trainees as required. Must have recognized qualifications in chemical technology and/or two years' experience as a quality control assistant. A new employee who is suitably qualified starting in this position will be probationary for three (3) months.

APPENDIX "B" - CONT'D

2nd Operator

2nd Operator shall be able to perform production duties related to the operation of the equipment to which he is assigned. Shall assist the Charge Hand or 1st Operator when required. 2nd Operator must have 4th Class Steam Ticket. It shall not be necessary for any employee to be able to operate more than one production unit before being promoted or classed as a 2nd Operator.

Shall be able to perform production duties related to the operation of the equipment to which he is assigned. Shall assist the Charge Hand or 1st Operator when required. It shall not be necessary for any employee to be able to operate more than one production unit before being promoted or classed as a 2nd Operator.

EHS Assistant / QC Relief Person

Shall perform waste water services and testing. Will catalogue and dispose of waste drum and perform other duties as required. Will relieve Technical Coordinators when required. Must have demonstrated ability to reliably perform all testing and analysis functions.

Warehouseman

Shall be responsible for keeping the warehouse stock in order, preparing shipments, receiving goods and materials, keeping records and performing other related duties as required.

Assistant Operator

Has been employed in production for 12 months and has passed written and/or oral exams concerning the requirements of the Assistant Operator Job.

Shall perform duties as required on his shift. These will include filtering and drumming, loading and unloading tank trucks, etc. Shall operate production equipment under the direction of the Operator.

Quality Control Assistant

Has been employed in Quality Control Lab for 12 months and has passed written and/or oral examination covering the requirements of the Quality Control Assistant job and must have demonstrated ability to perform reliably all testing and analysis carried out in the program.

• APPENDIX "B" - CONT'D

Truck Loader

Shall perform duties of loading and unloading of tank cars and tank trucks. Shall assist Operators and Helpers as required and as time permits.

Utility Person

Shall perform dayshift duties as required. This will include assisting in production, recycling and disposal of waste drums and pallets, performing wastewater services and plant clean-up. Must hold or acquire a valid Level 2 First Aid Ticket within 30 days.

1st Helper

Has been employed for 6 months in production, maintenance or the warehouse, and has passed written and/or oral exams covering the requirements of the 1st Helper job.

a) Helpers on production will generally assist the Charge Hand (or another Operator) as instructed. Duties in the Resin Plant will include such jobs as filtering and drumming, loading and unloading tank trucks or tank cars, handling bagged raw materials, etc. A 1st Helper shall be held responsible for pumping operations, but shall not be held responsible for kettle operation, except under supervision of an Operator.

b) 1st Helpers in the warehouse shall perform duties assigned by the Warehouseman or Assistant Warehouseman.

c) Helpers in the maintenance department shall assist in the general maintenance of the plant.

APPENDIX "B" - CONT'D

Quality Control Trainee

A new employee in Quality Control progresses to Trainee rate following successful completion of the three month probationary period and thereafter through the same progression schedule as other plant employees to the Quality Control Assistant level. Shall perform duties assigned to him by senior members of his department.

2nd Helper

Has been employed for 4 months in his department and has passed written and/or oral exams covering the requirements of 2nd Helper job, in his department.

Duties of a 2nd Helper are as described above for 1st Helper, but at a lower level of responsibility and at a lower level of competence and knowledge.

Labourer

A new employee progresses to the labourer rate following successful completion of the three months probationary period, and after successfully completing a written and oral test based on the safety manual.

Shall perform duties as assigned to him senior members of his department.

A Labourer in the maintenance department may be a permanent position, but is open to bid on any job vacancy occurring in other departments.

Shift Engineer

Duties are as described under Item 7.03 of the British Columbia Department of Public Works, Boiler and Pressure Vessel Act, Part VI "Regulations Respecting Stationary Engineers". In the case of conflict of responsibilities referred to above with the employee's regular duties, the decision of the department's regional inspector will be followed.

APPENDIX "B" - CONT'D

Probationary Rate

All new employees shall start at the probationary rate and can remain at that rate for up to three months.

* * * * *

All production personnel shall be responsible for the cleanliness and general housekeeping of the production areas and units.

All maintenance personnel shall be responsible for the cleanliness and general housekeeping of the workshop and yard area.

All shipping personnel shall be responsible for the cleanliness and general housekeeping of the warehouses and areas pertaining thereto.

All quality control personnel shall be responsible for the cleanliness and general housekeeping of the laboratories and related equipment.

First Aid Differential

First Aid differential will be paid for Level 2 or above (4). One of the 4 tickets must be on Monday to Friday dayshift. Four (4) senior employees with Level 2 First Aid will receive differential. The Company agrees to pay for the cost of successful completion of the course. Differentials for four (4) senior employees with Level 2 First Aid will receive an increase in shift differential equal to the percentage of wage rate increase agreed upon in the contract.

Shift Engineer Differential

Shift Engineer: (8) 4th Class Steam Tickets all on production shifts will receive shift engineer differential. Others with 4th Class Steam Tickets will be paid when tickets are required.

APPENDIX "B-1"

JOB DESCRIPTIONS - CLERICAL

Clerk

Performs duties of copying, filing, switchboard, and mail. Types reports and operates office equipment. Performs other related duties as assigned. Word processing skills required.

Accounting Clerk

Performs reconciliation, analysis of data, and prepares reports. May be in contact with suppliers regarding accounts payable. May give functional guidance and training to clerk.

Responsible for payroll and paying benefit premiums for hourly employees. Maintains accurate production records. Performs other related duties as assigned.

Requires previous experience in accounts payable and payroll. Word processing skills required.

Secretary

Provides secretarial and administrative support to staff. Maintains files and records. Makes meeting and travel arrangements. Types correspondence. Performs other related duties as assigned. Word processing skills required.

Customer Co-ordinator

Performs duties to ensure that customers receive their order on time. Liases with production, transportation companies and customs brokers. May give functional guidance and training with site employees. Performs other related duties as assigned.

APPENDIX "C"

LETTERS OF UNDERSTANDING

C-1	DRUG FREE WORKPLACE
C-2	SHIFT CHANGE Deleted 11/09
C-3	R.R.S.P. deleted 10/03
C-4	STUDENT CASUAL
C-5	OUTSIDE CONTRACTORS
C-6	RED CIRCLE
C-7	E.A.P.
C-8	OFFICE HOURS deleted 6/06
C-9	APPRENTICESHIP PROGRAM

June 1, 1993

C-1

Communications, Energy and Paperworkers Union
540 1199 W. Pender Street
Vancouver, B. C. V6E 2R1

Attention: Mr. J. Britton

Dear Mr. Britton:

DRUG FREE WORKPLACE POLICY

Objective

Reichhold Limited and Local 601 of the Communications, Energy and Paperworkers Union is dedicated to providing a safe and healthy workplace for employees and to that end has developed the following policy on substance abuse in order to: protect its employees, customers, products, property, the community and possibly the environment while also providing a means to identify and help employees who have been using illegal drugs and controlled substances.

Policy

It is the policy of Reichhold Limited and Local 601 of the Communications, Energy and Paperworkers Union to achieve a drug free work force and to provide a work place which is free from the use of illegal drugs and controlled substances. This commitment includes maintaining all equipment, materials and protective devices in good condition and providing the necessary information, instructions and supervision to employees in order to protect their health and safety. In addition to providing a safe and healthy work environment for the benefit of employees in the Company, Reichhold and Local 601 of the Communications, Energy and Paperworkers Union is also obliged to do so for the benefit of the general public.

In order to satisfy this policy, legal and moral obligations and the requirements of its insurance carrier, the Company with the co-operation of the union prohibits the use, sale, purchase, transfer or possession by any employee of illegal drugs or drug paraphernalia or alcohol while on Company property or during the course of Company business. The Company also prohibits the use or misuse of drugs and/or alcohol where this interferes with an employee's job

performance, poses a safety risk to an employee, co-worker or the public, adversely affects the job performance of any other employee, or is considered detrimental to the Company's business or to its reputation.

Definitions

Illegal Substances - for the purposes of this Policy include:

- a) drugs which are not legally obtainable in Canada;
- b) drugs which are legally obtainable but which are being handled abusively or illegally; and
- c) drugs which are legally obtainable but have not been obtained in a lawful manner. This definition includes but is not limited to any and all forms of narcotics, depressants, stimulants or hallucinogens whose sale, purchase, transfer, use or possession is restricted by law.

Controlled Substances

- a) prescribed drugs not being used for prescribed purposes or in a prescribed manner;
- b) alcohol

Training

To assist employees in understanding and avoiding the perils of illegal drug use and controlled substance abuse Reichhold in conjunction with Local 601 of the Communications, Energy and Paperworkers Union will provide a comprehensive Drug Free Awareness program which will utilize the services of the Family Services Association Employee Assistance Program and provide the following:

1. Publicize its Alcohol and Drug Free policy to all employees;
2. Inform employees of the dangers of illegal drug substance use and controlled substance abuse;

3. Educate employees regarding the availability of treatment and counselling for employees who voluntarily seek such assistance;
4. Describe the sanctions Reichhold in conjunction with Local 601 of the Communications, Energy and Paperworkers Union will impose for violations of its Drug Free policy;
5. Provide information on confidential Referral and Rehabilitative Services for those who have a substance abuse problem; and,
6. Establish and train an E.A.P. Referral Committee to detect and encourage employees to see the Family Services Association.

Rehabilitation: Employee Assistance Program

The focus of this program is on prevention and rehabilitation, not punishment. Substance abuse and substance dependencies are behaviours and illnesses that can be treated successfully. When an employee is identified for substance use, the employee will be offered the opportunity to contact the Family Services Association office for help. The Family Services Association E.A.P. is confidential and in this situation will report back to the company only whether or not the employee is participating in treatment recommendations.

Employees who believe they may have a drug and/or alcohol problem are strongly encouraged to request a referral to the Employee Assistance Program on their own initiative rather than wait until faced with disciplinary action. The employee may directly contact the E.A.P. or request referral to Family Services Association through his/her supervisor or a member of the E.A.P. Referral Committee. There is no need for the employee to disclose the nature of the drug or alcohol problem involved, and the Family Services Association E.A.P. contacts will maintain confidentiality concerning their assessment and recommendation. Reichhold Limited will only be advised if an assessment was made and if a recommendation was made and followed.

Disciplinary Procedures

The purpose of this Policy is to promote a safe workplace. Accordingly, continuing employment for current employees who have entered into a treatment program through the Employee Assistance Program will be made conditional upon compliance with certain treatment

obligations as established by the Family Services Association E.A.P., and continuing employment performance conditions as established by the Company. If an employee refuses to avail himself/herself of the services and treatment provided pursuant to the Employee Assistance Program, he/she will be subject to disciplinary action up to and including immediate termination of employment without further notice, pay in lieu of notice of termination or severance pay. Any employee who is found using any illegal substance or possessing an illegal drug or drug paraphernalia or alcohol on Company property or while on Company business will be subject to immediate discipline up to and including discharge subject to the employees right to the grievance procedure up to and including arbitration. In addition, appropriate law enforcement officials may be notified.

Education

The Company will periodically provide information on substance abuse through its publications and communications. Elements of the Drug Free Workplace Policy will be reviewed with managers and supervisors. Employees are urged to educate them-selves on the problems and treatment available for substance abuse.

Responsibilities:

Family Services Association Of Greater Vancouver - Employee Assistance Program

1. To provide counselling services to all employees or members of their immediate family with respect to:
 - assessment
 - case management
 - referral
 - short term counselling

The F.S.A. office is open during normal working hours but services are available in the evenings by appointment.

2. To assist employees to identify the nature and range of their concerns and to develop a plan of action which will relieve some of the difficulties which the employee is experiencing.
3. To maintain confidentiality by ensuring that no exchange of confidentiality or personal information between the Family Services Association E.A.P. staff

and any party is made without the informed, voluntary and written consent of the employee.

4. To act as the liaison between the social agency and designated workplace representatives from management and the union.
5. To offer support and encouragement to the employee in following the plan of action which has been developed.
6. To follow-up with the employee at appropriate times in order to obtain feedback concerning the effectiveness of the services provided by social agencies.
7. To meet with the E.A.P. Referral Committee and provide assistance regarding workplace procedures or program modifications.
8. To participate in promotional, training, and educational programs as requested by the E.A.P. Referral Committee.
9. To advise Reichhold Limited that a referral has been made and the treatment schedule.

E.A.P. Referral Committee

1. The committee shall be composed of equal representation from Reichhold and the Communications, Energy & Paperworkers Union.
2. To design and co-ordinate the awareness campaign in the workplace.
3. To liaise with the Family Services Association E.A.P. resource office in the development, enhancement and evaluation of the program.
4. To develop and implement ongoing training for appropriate supervisory personnel, union officials and others as required.
5. To ensure that confidentiality is maintained in exercising the responsibilities of the E.A.P. Referral Committee.
6. To evaluate services rendered by the Family Services Association Resource office and its staff.

7. If the committee member is unsuccessful in referring an employee for alcohol and drug abuse, he may recommend to Reichhold Limited that the employee is referred to the Employee Assistance Program.

Referrals

1. Self-Referrals involve an individual contacting the Family Services Association E.A.P. resource office directly on their own behalf. No other individuals need to be involved in facilitating this type of referral.
2. Assisted Referrals are those which involve someone other than the individual requiring service. The person providing the assistance may be a supervisor, steward, medical officer, co-worker or family member. Training will be provided for key persons regarding the provision of such assistance.

However, it is necessary for the individual themselves to make contact with the Family Services Association E.A.P. office before assistance can be provided.

Anyone wishing to assist someone to use the services of the Program may call the Family Services Association E.A.P. office for some ideas about how to assist a referral.

3. Mandatory or Management Directed Referrals if in the judgement of Reichhold Limited or Local 601 of the Communications, Energy and Paperworkers Union or a member of the E.A.P. Referral Committee, there is reasonable suspicion that an employee is or has been in violation of this policy, such employee will be required to present himself/herself to the Employee Assistance Program for assessment.

A decision by either party to withdraw from this agreement must be received in writing by the other party, no less than thirty (30) calendar days prior to such action.

Yours truly,

P. Nicol

Plant Manager

June 1, 1993

C-4

Communications, Energy and Paperworkers Union
540 1199 W. Pender Street
Vancouver, B. C.
V6E 2R1

Attention: Mr. J. Britton

Dear Mr. Britton:

This letter confirms the understanding between the parties (although not forming a part of the Collective Agreement), to establish a "Student Casual" classification, as follows:

STUDENT CASUAL

Duties will be restricted to paint preparation, yard clean-up, brush painting, grounds maintenance and related non-production work.

STUDENT HOURLY RATE:

Wages	May 22,2010	14.36
	May 22,2011	14.65
	May 22,2012	14.94
	May 22,2013	15.39

Permanent employees shall not be laid off as a result of the employment of a "Student Casual". Students will not perform work normally carried out by bargaining unit employees. General wage increases apply in future years.

Yours truly,

P. Nicol
Plant Manager

June 1, 1993

C-5

Communications, Energy and Paperworkers Union
540 1199 W. Pender Street
Vancouver, B. C.
V6E 2R1

Attention: Mr. J. Britton

Dear Mr. Britton:

This letter will confirm the understanding between the parties although not forming a part of thereof, that the Company may use outside contractors for project work within the plant. It is further understood that the use of outside contractors will not result in the layoff of any employee from the Bargaining Unit.

Yours truly,

P. Nicol
Plant Manager

June 1, 1993

C-6

Communications, Energy and Paperworkers Union
540 1199 W. Pender Street
Vancouver, B. C.
V6E 2R1

Attention: Mr. J. Britton

Dear Mr. Britton:

This letter will confirm the understanding between the parties although not forming a part of thereof, that it is agreed that in all future relocations resulting from departmental slowdowns or technological change, the affected employees will be red circled as to rate only. Their red circled rate will maintain until wage rates increase to their current classification and thus cause their present classification rate to catch up to, or exceed, the red circled rate.

Yours truly,

P. Nicol
Plant Manager

June 1, 1993

C-7

Communications, Energy and Paperworkers Union
540 1199 W. Pender Street
Vancouver, B. C.
V6E 2R1

Attention: Mr. J. Britton

Dear Mr. Britton:

This letter will confirm the understanding between the parties although not forming a part of thereof, that the employee family assistance program will continue to include counselling for personal problems, other than alcohol or drugs, which affect an employees work performance.

Yours truly,

P. Nicol
Plant Manager

May 26, 1998

C-9

Communications, Energy & Paperworkers Union'
540 119 West Pender Street,
Vancouver, BC
V6E 2R1

Attention: Mr. Jim Britton

Dear Mr. Britton:

This letter of understanding will reaffirm the Company and Union's commitment to the Apprenticeship Program, although not forming a part of the Collective Agreement.

Should a vacancy occur in the maintenance department, first consideration will be given to posting an apprenticeship position.

Yours truly,

Pat Nicol
Plant Manager

