

BCS & PPWC 5 Contract Settlement

Dec 10th/2004

1. PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees as represented by the Union, to establish rates of pay, hours of work and other conditions of employment; to establish a procedure for the disposition of grievances; and generally through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Company and the employees which will be conducive to their mutual well-being.
- 1.02 The Union undertakes to instruct all its officers and members of committees to cooperate fully with the Company in carrying out the provisions of this Agreement. The Company undertakes to instruct its entire Supervisory staff on the interpretation of this Agreement and instruct them to cooperate fully with the Union in carrying out the provisions hereof.
- a. The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from discrimination, and sexual and personal harassment.
- 1.03 The third person masculine gender when used throughout this Agreement shall be understood to mean the third person masculine and feminine gender.

2. TERM OF AGREEMENT

- 2.01 This agreement shall be in full force and effect from January 1, 2005 to December 31, 2008.
- 2.02 The parties agree that the operation of Section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.
- 2.03 The present Collective Agreement shall remain in full force and effect until a new agreement is signed or the right to strike or lockout, whichever occurs first.
- 2.04 This Agreement may be opened for collective bargaining as to changes as follows: either party desiring any change shall mail to the other party, notice in writing, by registered mail, on or after _____, but in any event not later than by midnight, _____, that a change is desired, and if no such notice is given by either party on or after _____, or before midnight _____, or dates falling between _____ and _____, the earliest time at which such notice can be given by either party is the corresponding dates in the following year.
- 2.05 If notice of desire for changes has been given in accordance with subsection 2.04 above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining. The Company being represented in such negotiations by a Bargaining Committee appointed by the Company and the Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement.

3. UNION RECOGNITION

- 3.01 The Company recognizes Local #5, Pulp, Paper and Woodworkers of Canada as the exclusive bargaining agent for all the employees involved in the manufacture and shipping of its products, except clerical, supervisory and management staff employed at 580 and 600 Chester Rd., Delta, BC.
- 3.02 The Union and the Company recognize that salaried employees, including Supervisors, are excluded from the provisions of this Agreement. For the practical, efficient, and economic operation of the plant, there will be occasions when Supervisors must do bargaining unit work. Such occasions shall only be temporary in nature and must not result in the layoff of an employee or prevent the recall of a laid-off employee. The Union further recognizes that Supervisors may perform bargaining unit work for the purposes of instruction or for the purposes of developing and testing of new products or processes or in the case of emergencies.
- 3.03 Any new employee shall be introduced to a Union standing committee member by his supervisor within three (3) days of starting work.

4. UNION SECURITY

- 4.01 (a) Any employee who is now a member in good standing, or who becomes or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this agreement, subject to such procedure as may be mutually satisfactory to the President of the Union and the Local Manager. Any new employee hired shall, as a condition of continued employment, become a member of the Union forty-five (45) days after his employment.
- (b) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Constitution and By-laws of the Union.
- (c) In the event that the Local Union suspends a member for failing to maintain his membership in good standing, as required by the Union Constitution, the Union shall notify the Company in writing at least seven (7) days before such suspension shall become operative.
- 4.02 The Company agrees to deduct and remit dues from each employee according to the rules laid out in the By-laws of the Union.
- 4.03 All deductions shall be remitted to the Union once a month with a written statement containing the names of the employees from whom the deductions were made and the amount of the deduction.
- 4.04 In the event the amount of the deduction is to be increased or decreased during the term of this Agreement, the Company shall be given thirty (30) days notice, in writing, and the deduction shall be adjusted accordingly thereafter.
- 4.05 The Company agrees to deduct all assignments and assessments as requested by the Union within thirty (30) days of receipt of said request in writing.
- 4.06 The Company shall incorporate the yearly dues total on the employee's T4 statement.
- 4.07 The Union shall elect from its members employed by the Company a Union Plant Committee and/or Shop Steward(s), who shall represent the Union on matters arising out of this Agreement including the processing of grievances.
- 4.08 The Union agrees to notify the Company, in writing, of the names of its Plant Committee Members and Shop Steward(s) and shall notify the Company, in writing, of any changes in these positions.

- 4.09 The Company agrees that the Union Plant Committee and/or Shop Steward(s) will be compensated for reasonable time lost during their regularly scheduled work days at their regular rate of pay when discussing grievances, pursuant to the grievance procedure, with the Company.
- 4.10 Authorized representatives of the Union shall be granted reasonable access to the plant upon receiving permission from the Company. Permission will not be unreasonably withheld. It is agreed that access to the plant by a Union representative will not disrupt production.
- 4.11 Bulletin Boards: The Company shall supply an adequately enclosed official bulletin board for the use of the Union.
- 4.12 Successorship:
- b. In the event of a change in employer status, members of Local 5, PPWC will retain all of their rights under the Collective Agreement.
 - c. Without limiting the generality of the forgoing, if the Company or its operations, or any part of the Company or its operations, are sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by the collective Agreement to the same extent as if it had been signed by the purchaser, lessee or transferee, as the case may be.
- 4.13 Replacement Plant:
- If for any reason the Company closes the existing plant and transfers its manufacturing operations to another plant, the employees shall retain their employment and seniority at the other plant. The Company shall recognize the existing collective agreement in the other plant.
- Employees laid off as a result of the Company's transfer of operations to another plant shall be treated as though laid off as the result of a permanent partial plant closure.

5. MANAGEMENT RIGHTS

5.01 The parties recognize that management retains all rights with regard to running its operation except as limited by the provisions of this collective agreement and any relevant legislation.

6. GRIEVANCE PROCEDURE

6.01 A grievance is any difference of opinion or dispute between the parties to this agreement with respect to the interpretation, application or alleged violation of this Agreement.

6.02 (a) an earnest effort will be made by both parties to resolve a grievance at the following stages:

Stage 1: within ten (10) days of becoming aware of the issue the employee with the assistance of a shop steward may present the grievance to his immediate supervisor. The Supervisor must answer the grievance within ten (10) days of the meeting.

Stage 2: within ten (10) days of receiving an answer at stage 1, the employee with the assistance of the UNION standing committee may present the grievance in writing to the Production Manager. The Production Manager must respond in writing within ten (10) days of the meeting.

Stage 3: failing a settlement at Stage 2 the employee with the assistance of a Union counsellor and /or Local or National Officer may present the grievance to the General Manager. This meeting must take place within ten (10) days of receiving an answer at Stage 2 and the grievance must be answered in writing within five (5) days of the meeting.

(b) For purposes of this clause, days means working days.

6.03 Policy and discharge grievances will be initiated at Stage 3.

6.04 Time limits set out in this process may be varied by mutual agreement of the parties.

7. ARBITRATION

- 7.01 A grievance which has not been settled after being carried through the steps of the Grievance Procedure may be referred to Arbitration in accordance with the following procedure.
- 7.02 When notice is given that a grievance has been referred to arbitration the party giving the notice shall, at the same time, in writing, nominate an arbitrator.
- 7.03 Within seven (7) days thereafter the other party shall either agree to the nominated arbitrator or may re-nominate another arbitrator.
- 7.04 If the parties cannot formally agree on the arbitrator, a chairman will be appointed by the Arbitrator Bureau
- 7.05 The arbitrator shall have jurisdiction to interpret the provisions of the Agreement in so far as shall be necessary to the determination of the grievance, but shall not have jurisdiction or authority to alter in any way, add to, subtract from or modify any of the terms hereof, nor make any decision inconsistent with the provisions of this agreement.
- 7.06 The decision of the arbitrator shall be final and binding upon the parties hereto and the employee or employees concerned.
- 7.07 Each of the parties shall bear equally the expense of the arbitrator.
- 7.08 The parties hereby request the arbitrator to render his/her decision as expeditiously as possible.
- 7.09 The Company and the Union may by mutual agreement elect a three person Board of arbitration, and the powers of the Board shall be the same as those of the single arbitrator pursuant to this article. Both sides will nominate their panel member and these nominees will select a chairperson. Failing agreement, the chairperson will be appointed by the Arbitration Bureau. A majority decision of the Board will be binding on the parties.

8. DISCIPLINE

- 8.01 No employee covered by this agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.
- 8.02 Progressive discipline: The employer's discipline program will be consistently applied and the penalty must suit the infraction subject to the principle of progressive discipline.
- 8.03 When in the opinion of the Company disciplinary action involving Formal Discipline becomes necessary the Shop Steward or a member of the Union Plant Committee shall be notified of that intent and the reasons therefore, prior to the action, if such prior notification is practicable.

9. Seniority

- 9.01 Plant seniority shall be established from the original date of hire after the successful completion of a probationary period.
- 9.02 The probationary period will be sixty (60) working days during which the employee has no seniority rights and may be released from employment for any work related reason.
- 9.03 a. Promotions from Level 4 to Level 3 and Level 3 to Level 2 will be awarded to the Senior Employee provided they possess the required qualifications and ability to perform the work.
- b. Promotions from Level 2 to the press line of progression will be awarded to employees based on qualification and ability. When these attributes are relatively equal a between two or more employees, the senior employee will be awarded the position.
- c. Promotions from Pay Level 3 to Services or Maintenance Departments will be awarded to the senior employee provided they possess the required qualifications and ability to perform the work.
- d. Movement from pay Level 2 in the Press Department line of progression to Level 1 will be awarded to the senior employee
- 9.04 Once awarded a posting, employees will be on a trial period for the first full twenty (20) shifts or hourly equivalent. If they are unsuccessful they will return to the position they held prior to receiving the posting. Any other affected employees will also return to their previous position.
- 9.05 Should lay-offs become necessary the junior employee in the redundant position(s) will be laid off? They may exercise their right to bump a more junior employee in another position provided they possess the required ability to perform the job. Employee's benefits will terminate at the end of the month in which the lay-off occurs.
- 9.06 Employees on lay-off will retain recall rights for six (6) months if less than one (1) years seniority or Eighteen (18) months if more than one (1) years seniority. Once recalled, the employee will be credited with his previous seniority and will be eligible for the next statutory holiday. Reinstatement to the benefit program will occur on the first day of the month following the date of recall.
- 9.07 Employees will be recalled by telephone to the last known phone number. Employees must keep the employer apprised of any changes to his or her phone number. Employees must return to work within five (5) working days of receiving notice of recall or they will be considered terminated.
- 9.08 No new hiring will take place while there are employees with recall rights who possess the required ability to perform available work.
- 9.09 When a job is required to be posted it will be placed on the bulletin board for a period of five (5) workdays and interested employees must submit their applications in writing within those five (5) days. An employee who is going to absent from the plant for extended period may leave an application for specific positions should a vacancy occur during such absence.
- 9.10 Any employee promoted to a position outside the bargaining unit will retain his seniority within the bargaining unit for a period of three (3) months. He may return to the bargaining unit within that three (3) months period. Union membership shall be maintained during this period. The three (3) month time frame may be extended by mutual agreement of the parties.

10. BARGAINING UNIT WORK

10.01

- a. It is not the intent of the Company to replace bargaining unit employees with outside contract workers or other non-bargaining unit personnel.

- b. To the extent that work of the bargaining unit is presently contracted out it may continue.

11. HOURS OF WORK

11.01 This article is to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or hours of work per week or days per week

11.02 The normal hour of work should be 8 hours per day, Monday through Friday.

11.03

(a) The normal production schedule is as follows:

Days:	7:00 am – 3:30 pm	(15 + 30 + 15)
Afternoon:	3:15 pm – 11:45 pm	(15 + 30 + 15)
Nights:	11:15 pm – 7:30 am	(15 + 30 + 15)

-or as mutually agreed upon.

(b) Each shift shall constitute eight(8) hours of work

(c) Each shift will provide for an one-half hour (1/2) hour unpaid lunch break and two (2) fifteen (15) minute coffee breaks, one (1) in each half of the shift.

(d) The break times will occur at times that best accommodate production.

(e) The normal shift starting and finishing times for Maintenance are:

Days:	6:00 am – 2:30 pm
Afternoon:	2:00 pm – 10:30 pm

(f) The normal shift starting and finishing times for Shipping are:

Days (#1):	7:00 am – 3:30 pm
Days (#2):	8:00 am – 4:30 pm
Afternoon:	3:15 pm – 11:30 pm

Start and finish times may be varied by mutual agreement between the supervisor and employee.

12. WAGE RATE ADJUSTMENTS

- 12.01 Should the Company introduce a change(s) that will significantly affect job content during the term of the Agreement, the following procedure shall apply:
- (a) The Company shall notify the Union as far in advance of the change(s) as practicable.
 - (b) The Company shall describe the change(s) and provide an estimate of the effect on employees' jobs.
 - (c) After an appropriate period from commissioning the change(s), up to sixty (60) days, a new rate will be settled by discussion between the Company and Union Standing Committee.
 - (d) The Company agrees that failure to resolve will result in the rate being set by an arbitrator.
- 12.02 The company agrees that any change in the new rate that may result from grievance procedure, discussions, or from an arbitration decision will be made retroactive to the date on which the new rate was first applied or the date, on which the job changed, whichever first occurs.

13. HEALTH & WELFARE BENEFITS

13.01 On the first of the month following the successful completion of the probationary period, employees will be enrolled in the Health and Welfare program as follows:

(a) Medical Services Plan of BC

(b) Extended Health Benefits

- Annual \$100.00 and \$200.00 family deductible. On January 1, 2005 the individual deductible will become \$25.00, and the family deductible will become \$100.00.
- Vision care - \$200.00 maximum every 2 years

(c) Dental Plan

- Basic – 100% to \$1,000.00 per year
- Major restoration – 50% to \$1,000.00 per year
- Ortho – 50% dependent children under 19 years with \$2,000.00 lifetime per child

(d) Life Insurance –

January 1, 2005	January 1, 2006	January 1, 2007
\$20,000.00	\$30,000.00	\$40,000.00

(e) Accidental Death & Dismemberment – at the same level as Life Insurance

(f) Long Term Disability – 66 2/3 of wage to age 65

13.02 Details of the plans are contained in the booklet entitled "Employee Benefits Plan".

13.03 The employer pays the entire cost of premiums for the program with the exception of LTD, which is paid by the employee.

14. PENSION PLAN

- 14.01 After completing one year of service employees are eligible to join the *Defined Contribution Pension* plan.
- 14.02 The employee is fully vested in the plan after being a member for one (1) year.
- 14.03 The employer matches the employee contribution up to 4%.

15. LEAVES OF ABSENCE

- 15.01 Sick Leave: Employees qualify for five (5) sick days per calendar year. Unused sick days in one year may be moved to subsequent years to a maximum of fifteen (15) days in the bank. Unused sick days at the employee's option may also be paid out annually. Employer may require proof of illness.
- 15.02 Bereavement Leave: Employees who are absent due to a death in their immediate family will be granted a maximum of three (3) days with pay. Immediate family includes: spouse, child, mother, father, mother-in-law, father-in-law, and brother, sister
- 15.03 Funeral Leave: Should employees wish to be represented at the funeral of an employee or an employee's immediate family; arrangements can be made for a representative number of employees to attend with no loss of income.
- 15.04 Family Responsibility Leave: Employees are entitled to a maximum of five (5) days per year without pay to attend to family emergencies involving family members living with the employee.
- 15.05 Maternity/Adoption Leave: For the birth or adoption of a child, employees are entitled to 18 weeks of unpaid maternity leave. If medical conditions require extended maternity leave, an additional six weeks unpaid leave will be granted. This request must be supported by a physician's certificate.
- 15.06 Parental Leave: In addition to Maternity and Adoption Leave, employees may apply for and receive up to an additional one years Parental Leave without pay. If both parents work for the company the twelve months may be divided between the two.
- 15.07 General Leave: In unusual circumstances, employees *may* request a leave of absence without pay if there are valid reasons for same and operational requirements permit. The intent of the Leave of Absence program is to cover such situations as: family tragedy, academic upgrading or rare vacation opportunities requiring extensive travel.
- 15.08 Union Leave: The Company agrees to grant leave to an employee in order that he may accept an elected or appointed Union office.
 - (a) It is agreed that an employee who is elected or appointed to Union office shall be granted sufficient leave in order to perform the duties of the position. The length of such leave of absence may be up to one year or for shorter periods from one day to several weeks, depending on the requirements of the position.
 - (b) The employee will continue to accumulate seniority while on union leave.
- 15.09 Jury Duty: The Company agrees to reimburse any employee the normal wages they would have earned on a day that they served on jury duty. The employee agrees to assign any monies paid to them from the court to the employer.

16. HOLIDAYS AND HOLIDAY PAY

16.01 The following shall be recognized paid holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving
Remembrance Day
Christmas Day
Boxing Day

Statutory Holiday will run from 12:01 am to the following midnight unless varied by mutual agreement between the company and union.

If any new provincial or federal holiday is declared it will be included in this clause.

16.02 In the event that any holiday falls on a Saturday or Sunday, the Company will name, with a minimum of sixty (60) days notice, the following Monday and/or the previous Friday as the day to be observed.

16.03 In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Union mutually agree, the holiday may be observed on the preceding Monday or following Friday.

16.04 Overtime shall be paid for all work performed during the above holidays at the rates hereinafter specified.

16.05 In addition to any other compensation earned, all employees will be granted eight (8) hours' pay at the straight time rate of the employee's regular job, subject to compliance with (a) below:

a) Employees must have worked a minimum of fifteen days in the thirty calendar days immediately preceding the holiday.

17. VACATION

17.01 For the purpose of this clause, years of service will be counted from the anniversary of the employees hire date.

17.02 Vacation Entitlement shall be as follows for:

After one year service	10 days vacation at 4% of previous year's gross earnings
After two years service	15 days vacation at 6% of previous year's gross earnings
After seven years service	20 days vacation at 8% of previous year's gross earnings
After fifteen years service	25 days vacation at 10% of previous year's gross earnings
After twenty-four years service	30 days vacation at 12% of previous year's gross earnings

It is recognized that a Leave of Absence under Article 15 and absences due to accident or illness shall be considered as service for the purpose of qualifying for vacation entitlement

17.03 An employee whose employment is terminated shall receive vacation pay in accordance with his present vacation entitlement.

17.04 No employee may continue to work and draw vacation pay in lieu of taking vacation.

17.05 Vacations will be scheduled at times mutually agreeable to the employee and his supervisor.

17.06 The vacation schedule will be posted on February 1st to be completed by March 15th. If there is a conflict with a vacation request, allotment of vacation time will be by seniority. However, it is understood that no employees can exercise seniority rights over less senior employees in the scheduling of more than two (2) weeks vacation during July and August.

17.07 Vacations with pay are paid cumulative and must be taken during the vacation period. However, the Company may allow employees to carry a portion of their vacation into the next vacation year.

17.08 An employee's vacation pay for the current year is to be computed as a percentage of his gross earnings in the previous year, such gross earnings shall included the amount of vacation pay the employees received in the previous year.

17.09 The Company shall make all reasonable efforts to give written response to vacation requests within fifteen (15) days.

18. HEALTH AND SAFETY

- 18.01 The Union and the Company undertake to promote safety education among all employees in an effort to overcome accidents.
- 18.02 An employee who has reasonable cause to believe that an unsafe condition exists must contact his supervisor as soon as possible to discuss the situation. The employee may refuse to work under such conditions without being subject to discipline.
- 18.03 All employees required to wear safety toe shoes or boots will receive an annual boot allowance of \$75.00 upon proof of purchase.
- 18.04 The employer agrees to continue the current coverall service in place for Maintenance employees. The employer agrees to add to the coverall service for purpose of placing coveralls at the waxers and printing presses.
- 18.05 The Company shall bear the full cost of the purchase, repair and replacement of all required personal protective equipment other than safety footwear as described in paragraph 18.03.

19. OVERTIME AND PREMIUM TIME

- 19.01 Overtime at the rate of time and one-half shall be paid only on the following basis:
- (a) For all work in excess of eight (8) hours in any one day or in excess of eight (8) consecutive straight time hours.
 - or
 - (b) For all hours worked in excess of forty (40) hours in any one week.
- 19.02 All hours worked in excess of eleven (11) hours per day or 48 hours in a week to be paid at double time rate, as will all work on a Statutory Holiday.
- 19.03 Individual employees may elect once per calendar year to have all their gross overtime earnings transferred to the Defined Contribution Pension plan. These contributions will be considered voluntary and will not be matched by the company. Once selected this option will be in effect until the end of the current calendar year, they cannot opt out.
- 19.04 Overtime will be offered on an equitable basis amongst employees who perform the same work. Equity will be attained when scheduling overtime as opposed to overtime contiguous to a shift which will be assigned to the employee that performed the work on that shift

20. MEAL ALLOWANCE

20.01 (a) When an employee works in excess of two (2) hours after completing his regular shift on non-scheduled overtime, he shall receive an allowance of \$7.00 and a paid break period of twenty (20) minutes. An additional allowance shall be provided every four (4) hours thereafter. The meal allowance will change as follows:

Jan 1, 2005	\$ 10.00
Jan 1, 2006	\$ 11.00
Jan 1, 2007	\$ 12.00

(b) When an employee is called in early, and less than two (2) hours notice has been given, an allowance shall be provided.

21. First Aid Attendant

21.01

- a. Employees holding an Occupational First Aid certificate authorized by the company shall be paid a first aid premium for all hours worked as follows:
 - (a) Level 1 certificate: \$.50 per hour
 - (b) Level 2 or 3 certificate: \$1.00 per hour

- b. The employer will pay for the course training and renewing Level 2 or 3 certificates first aid tickets and employees will not lose pay for attending courses.

- c. The employer will pay for successful completion for the cost of authorized Level 1 first aid certificate.

22. SHIFT PREMIUMS

22.01 A premium of \$0.35 per hour will be paid on all straight time hours worked on afternoon shift and \$0.70 per hour will be paid on all straight time hours worked on night shift.

23. ALLOWANCES

23.01 Failure to Provide Work: In case an employee reports for his or her regular scheduled, or overtime shift, being ordered to report for such work and then no work is provided, he or she, nevertheless, will receive four (4) hours pay, for so reporting, at the rate normally paid to the employee if he or she did the required work. The Company has the right to assign such an employee any other work not necessarily part of the employee's regular job.

23.02 Call Out Pay: An employee who has left the plant and is called back to work will in addition to being paid overtime for the hours worked, be paid a two hour straight time call pay.

23.03 Change of Shift Notice: An employee is entitled to a minimum of 4 hours notice of a change of shift (i.e.) by mid shift of the preceding shift. In the event such notice is not given the employee will receive a change of shift penalty pay of two hours at straight time.

24. TECHNOLOGICAL CHANGE

24.01 In view of the interest and concern by the parties to this Agreement in the impact on manpower and conditions of employment resulting from competitive automation in the converting industry, it is agreed that the parties in this plant utilize all scientific developments to the best advantage of the Company and its employees in the interest of reducing costs and keeping the Company competitive in its field of operations.

24.02 Notice

The Company will advise the Union Standing Committee as soon as possible and in any case not less than sixty (60) days before the introduction of any technological changes which the Company has decided to introduce which will result in terminations or other significant changes in the employment status of employees.

24.03 Seniority Status

The joint committee will discuss as follows any significant changes in the employment status of permanent employees if such changes are due to the introduction of technological change.

- a. In the event termination is necessary, crews will be reduced in accordance with the Seniority Section of this Agreement.
- b. An employee who is set back to a lower paid job because of technological change will receive the rate of his regular job at time of the setback for a period of six months and for a further period of six months will be paid on adjusted rate which will be midway between the rate of his regular job at time of setback and the base rate. At the end of this twelve-month period, the regular rate of his new job or jobs will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outline below provided he exercised this option within the above referred to twelve-month period.

24.04 Severance Allowance

An employee with one (1) or more years of continuous service, for whom no job is available because of technological change will upon termination, receive a severance allowance of one week's pay for each completed year of service to a maximum of sixteen (16) weeks.

24.05 At the time of termination the employee shall have the option of receiving his or her severance allowance at that time, or he or she may elect to have his or her severance allowance held in abeyance for up to one (1) year from the date of termination. He or she may apply in writing at any time during the year, at which time his or her full severance allowance will be paid forthwith.

24.06 Training

The Company agrees to participate in a program of training or re-training for another vacant position within the operation for those employees who are displaced under the circumstances set forth herein.

25. PERMANENT PLANT CLOSURE

25.01 Notice

An employee terminated as a result of a permanent planned closure of the plant shall be given a minimum of sixty (60) days notice of closure.

25.02 Severance Allowance

An employee with one (1) or more years of continuous service, who is terminated as a result of the permanent closure of the plant, or a permanent partial closure of the plant, shall upon termination receive a one weeks' pay for each year of employment to a maximum of sixteen (16) weeks.

Schedule A

Pay Scales

Production Workers

Level	A	B	C	D	E	F	G
1	24.50	23.89	23.27	22.66	22.04	21.43	20.81
2	19.00	18.44	17.88	17.31	16.74	16.18	15.61
3	14.57	13.53	12.48				
4	12.00	11.22					

Time will be credited for hours worked at higher levels and it is cumulative

Service Employees

Shipper Receiver	-\$19.00
Delivery Driver	-\$18.00
Forklift Operator	-\$14.57 to \$15.61 after one year
Pre-press Co-ordinator	-Level 3

Maintenance Employees

Millwright -\$25.37 *

All rates to be adjusted as follows:

January 1, 2005	January 1, 2006	January 1, 2007	January 1, 2008
1.5 %	2 %	2.5 %	3%

* Millwright to receive a one time adjustment of \$1.50

Premiums

\$2.00 per hour to Fork Lift Operator when filling in for Shipper/Receiver
 \$2.00 per hour when designated as shift co-ordinator in Supervisor relief

Red Circle

Employees who are currently earning more than rates in this schedule will continue to receive percentage increases as negotiated.

Letter of Understanding Article 10.01 RE - Bargaining Unit Work Dec 10/2004

The language allows the employer to continue to purchase product from other producers. This work has historically been contracted when other plants can produce it at a lower cost (I.e. Profitably) and BCSS can better utilize its equipment to produce more compatible products.

It is the intent of BCSS to fully utilize its plant when purchasing products from other operations. There might however, be a situation when BCSS is not fully utilized and a customer requires a product that can only be profitably produced elsewhere. It would be BCSS intentions to fill the customer's order with purchased product rather than have the customer go to a competitor to fill the order and perhaps leave BCSS altogether.

Letter of Understanding Article 13 RE-Weekly Indemnity Dec 10/2004

The employer agrees should the union request, to meet and discuss any alternative the union may wish to make re: Weekly Indemnity or Long Term Disability. The union agrees that any concept they wish to discuss will not result in higher costs to the employer.

Letter of Understanding Article 14 RE- Pension Plan Dec 10/2004

Should the union request, the employer agrees to discuss alternatives to the current pension plan

Letter of Understanding RE: Casual Employees Dec 10/2004

The parties recognize that there will be a need for a pool of casual employees who will be utilized during peak periods or relief for absent employees. Casual employees will be paid at level 4 B for the first 480 hours worked and then moved to level 4 A.

The parties recognize that casual employees amass no seniority until they secure a regular full time position. At that time they must complete the probationary period and if they are successful their hire date will be backdated by dividing the number of hours worked by eight.

The parties further agree that casual employees will be given preferential consideration when filling a regular full time position in Level 4.

The parties also agree that no casual employees will be utilized while there are regular employees on lay-off except when workers are unavailable for first aid coverage as required

Appendix 1

Clarification of Promotions as per Article 9

Dec 10th /04

Note: The Company and the union agree that the Press department positions are of such a nature that a structured training and experience base skills are required to successfully progress and develop to be a Level 1 Press operator. As such, the Press department is separate from the Production department and requires a line of progression which precludes movement from other positions which do not have similar or related skills. However, temporary transfer to maintain staffing requirements between the Press department and the Production department will happen as required.

Level to Level progression Guidelines

1. New employees are hired into Pay Level 4; after successfully completing their probation period they become Level 4, general labour pool. During the probationary period employees will be given the opportunity on Level 3 positions to determine their mechanical aptitude.

Pay Level 4 positions include machine helper, bundling, stripping, hand gluing, sorting, pre-folding, housekeeping, etc.

Employees stay in Level 4 till a Level 3 position or other posted position is available.

Pay Level 3 positions are defined in the Plant Employee Flow chart.

2. The senior most employees in Level 4 will normally move from Level 4 to Level 3 as a Level 3 position becomes available.

Employees at this level will be assigned to a variety of machine centers, assignment will be dependant on available work.

3. Employees in Level 3 will be able to apply for postings as they are made available. The successful applicant will be the senior employee provided they can demonstrate qualifications and abilities to perform the work.
 - a. Pay Level 2 Production positions, or
 - b. Press department Pay Level 3 Langston/Bostitch, or
 - c. Services-posted positions

Senior employees in Pay Level 3 will receive training in Pay Level 2 Production positions and Press Department Pay Level 3 Langston/Bostitch.

4. Only employees in Level 2 Production positions or Press department Pay Level 3 Langston/Bostitch will be able to apply for the Pay Level 2 Press department line of Progression positions postings as they are made available. The successful applicant will be the senior employee provided they can demonstrate relative ability and qualifications equal to the other applicants.

Senior employees in Pay Level 2 Production positions will receive training opportunities in the Pay Level 2 Bostitch operator position, pay Level 3 Langston/Bostitch will receive training on the press Level 2 position.

5. Employees in Level 2 Press department line of Progression position will be required to move to Level 1 Press department line of Progression, as positions are available.

Employees at this level will be provided with training opportunities on both Langston and Ward presses, in time the Pay level 2 employees will be expected to be fully qualified Pay Level 1 Operators.

Failure to qualify as a Pay Level 1 Operator or to assume the duties shall require the individual to be removed from the Press department line of Progression. They will be given the opportunity to apply for positions available in the production department as they become available. If no position is immediately available they would default to Level 3 Operator positions. In any case an employee so affected will receive his current rate for six (6) months and an adjusted rate midway between his old rate and his new job for the next six (6) months. At the end of the twelve month period he will be paid the rate of the job he is holding.

The parties also agree that Pay Level 2 Bostitch Operator cannot freeze himself in that position.

6. Employees in the Services positions must first successfully post into Production Machine Operator Pay Level 3 positions before applying for other Production department positions.

Employees coming from the Services positions who do not have production process experience shall be required to post into and achieve competency in Level 3 Production Machine Operator positions before being considered for Production Level 2 or Press department Pay Level 3 Langston/Bostitch.

7. The Maintenance Department by nature of its specific skills required is considered a stand alone department.