

LABOUR AGREEMENT

2001 - 2006

THIS AGREEMENT made this 4th Day of April 2001

BETWEEN

SONOCO PRODUCTS COMPANY  
13320 River Road  
Richmond, B.C.

(Hereinafter referred to as "the Company")

PARTY OF THE FIRST PART

AND

LOCAL 5, PULP, PAPER AND WOODWORKERS OF CANADA  
#707 – 12<sup>th</sup> Street,  
New Westminster, B.C.

(Hereinafter referred to as "the Union")

PARTY OF THE SECOND PART

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## ARTICLE 1 - PURPOSE

### 1.01

This agreement is undertaken to provide for orderly collective bargaining relations between the Company and its employees through the Union.

### 1.02

The parties understand that it is in the interest of all concerned that the Company produce economically a good product in sufficient quantities to permit it to maintain its competitive position. The parties further understand the achievement of this objective is dependent on many factors including the compliance at all times with the terms and conditions of this agreement, the maintenance of efficient and uninterrupted production, the prompt and equitable disposition of grievances, and the observance of safety and other working rules established by the Company.

## ARTICLE 2 - RECOGNITION AND RELATIONSHIP

### 2.01

The Company recognizes Local 5, Pulp, Paper and Woodworkers of Canada as the only agency representing all employees of Graphic Packaging Canada Corporation at 13320 River Road, Richmond, B.C., as defined in this agreement for the purpose of collective bargaining, save and except supervisors, persons above the rank of supervisor, office and sales staff, artists, personnel employed in laboratory work, engineering, technical and research, and security guards.

### 2.02-1

The term "employee" as used herein means all employees on the payroll represented by the Union as above defined.

### 2.02-2

The third person masculine gender when used throughout this Agreement shall be understood to mean the third person masculine and feminine gender.

### 2.03

The Union agrees that its officers, members, agents, or the Union itself shall not hold meetings on Company premises or engage in any Union activity on Company time or during working hours without prior permission from the Company.

## 2.04

The Union undertakes to instruct all its officers and members of committees to cooperate fully with the Company and with all persons representing the Company in any capacity in carrying out the provisions of this agreement and the Union recognizes that improvements and changes in production methods and/or work assignments which are calculated to improve the efficiency of the Company's production will be implemented from time to time.

The Company undertakes to instruct its supervisors on the interpretation of this agreement and to require them to cooperate with the Union in carrying out the provisions thereof.

## 2.05

The Union and the Company recognize that supervisors are excluded from the provisions of the labour contract and accordingly, it is improper for supervisors to do the kind of work which is done by those defined as employees in the contract. It is also recognized that for the practical and efficient operation of the plant, there are occasions when supervisors must help. Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under the contract.

Whenever it becomes necessary to develop a new process or product, it is agreed that the Company may use supervisors, laboratory, or technical personnel for experimental or training purposes on a temporary basis if regular employees are not displaced.

ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

## 3.01

The Union recognizes that the functions of managing and operating the plant and of hiring and directing the working forces rest solely with the Company. These functions include but are not limited to the right to hire, retire, promote, demote, transfer, lay off, discipline and discharge for cause; the determination of the extent to which and the methods by which, production operations shall, from time to time, be carried on; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Company's plant, equipment, production and operation. The exercise of these functions of management shall be in accordance with the provisions of the agreement.

ARTICLE 4 - UNION SECURITY

## 4.01

Any employee who, at the date of this agreement is a member of the Union, or any employee who hereafter becomes a member of the Union, shall, as a condition of continued employment, maintain membership in good standing.

All new employees hired after the signing date of this agreement shall become members of the Union within thirty (30) days after date of employment.

4.02

Any employee who fails to maintain his membership in good standing in the Union by reason of failure to pay dues or assessments shall be discharged after seven (7) days written notice to the Company by the Union of the employee's failure to maintain his membership in good standing.

No member will be subject to any penalties against his application for membership or reinstatement except as maybe provided for in the constitution and bylaws of the Union.

ARTICLE 5 - DUES PAYMENT

5.01

The Company agrees to deduct regular monthly dues, initiation fees, and duly authorized Union assessments from the pay of each employee who authorizes such deduction in writing on the agreed to form which is part of this agreement and attached as Appendix "B". The authorization shall remain in effect, subject to conditions set forth in the authorization.

5.02

All employees shall be required to sign a form authorizing the Company to deduct regular monthly Union dues from their earnings. Such authorization shall become effective as of the first day of the month following the date of hiring.

5.03

The Company will provide the Union with a letter each year indicating the dates when monthly dues will be mailed to the Union.

ARTICLE 6 - QUALIFICATIONS AND DUTIES OF REPRESENTATIVES

6.01

The Union shall elect from its members a plant committee as set out in Local 5 PPWC Bylaws Article VI (a) – Unit Committee and Elections.

The Company will appoint three individuals plus one alternate to meet with the Union plant committee.

6.02

Available members of the Union plant committee will be afforded time off with pay during their regularly scheduled working hours to perform duties stated in 6.01 above, provided permission is obtained from their supervisor before leaving their work. The Company agrees that such permission will not be unreasonably withheld and the Union agrees such privileges will not be abused.

## 6.03

Members of the plant committee who attend meetings arranged at Company request between management representatives and the plant committee from time to time for discussion of mutual problems or exchange of information other than contract negotiations, will be paid at their respective scheduled rates on a straight time basis for actual hours spent in such meetings. Members of the plant committee who continue in such a meeting beyond their normal scheduled quitting time will be paid for the time involved over regularly scheduled working hours at straight time for the actual additional time.

## 6.04

The Company agrees to grant any reasonable leave of absence without pay to the officers or their alternates of the Union local, to attend conventions or meetings which are the business of the local. Upon written request to the Production Superintendent or a designate in his absence, one week in advance stating the number of days of leave of absence required, the Company agrees to grant such reasonable leave of absence by written permission. Such leaves of absence will not affect seniority or Company service credit unless in excess of the limits set down in Article 17. If the leave of absence is to exceed five (5) working days, the Company will require one month's prior notification.

ARTICLE 7 - SENIORITY

## 7.01

Definitions

## 7.01-1

Plant seniority rank shall be defined as the length of service since the last date of hiring.

## 7.01-2

Department seniority shall commence on the closing date of a job posting provided the employee successfully completes the trial period. In the event the posting is for more than one vacancy, department seniority rank will be determined on the basis of plant seniority.

## 7.02

Principle

## 7.02-1

The principle of seniority shall apply as set forth in this section in cases of promotion, demotion, transfer, layoff, recall, or in the introduction of new jobs, in connection with positions covered by this contract, provided the employees concerned have the ability and are qualified to perform the necessary requirements of the job. In instances where seniority is not followed the Company will advise the Union plant committee, and whenever possible, this will be done prior to implementation.

## 7.02-2

The Company shall maintain a seniority file and a recall file and such files shall be available at all reasonable hours to the employees and the Union. The seniority file shall show each employee's departmental seniority. For this purpose the departments to be recognized are as follows:

Production Departments -	20	Extrusion Department
	30	Press Department
	40	Converting Department
Service Departments -	22	Reclaim Department
	34	Colour Blending Department
	35	Platemaking Department
	36	Mounter Proofing Department
	38	Slitter/Rewind Department
	60	Material Handling Department
Maintenance Department -	90	

## 7.02-3

New employees (with the exception of maintenance tradesmen) will be hired into the General Labour Pool. The General Labour Pool will consist of:

- Packers
- Bag Tenders
- General Labourers

## 7.03

Probationary Employees

## 7.03-1

New employees shall be regarded as probationary employees for 480 active working hours. Any hour in which work is performed shall count in determining the 480 hour probationary period.

After the probationary period is completed, the employee's seniority rank will be back-dated to the start of the probationary period.

## 7.03-2

The Company will review a probationary employee's progress with him at approximately 160 hours, 320 hours, and at 480 hours.

A shop steward will be present at the 320 hour review. If a probationary employee is not making satisfactory progress the plant committee will be advised and whenever possible a member of the plant committee will be substituted for the shop steward at the 320 hour review meeting.

This will not limit Management's right to terminate a probationary employee whom they consider to be unsatisfactory at anytime during the probationary period.

Once an employee completes 480 active working hours, he will be considered a permanent employee.

## 7.04

Summer Students

It is agreed and understood that when temporary summer students are hired to supplement the regular workforce for the purpose of vacation relief, they shall be designated as "temporary employees" for a term of employment that shall commence no earlier than April 15, and shall not extend past September 15. Such temporary employees shall be subject to all of the provisions of this agreement with the exception of seniority. All student applications will be stamped "Summer Student Application".

An employee hired under the provisions of this section, who subsequently wishes to obtain permanent status, will not be eligible to apply for permanent employment prior to September 1. At that time, a new application must be submitted to the Company, and will be subject to the selective procedure used to evaluate any other prospective employee. Should the application be accepted, the employee will be subject to the probationary period outlined in Article 7.03-1, and a new seniority date will be established accordingly.

## 7.05

Job Postings

## 7.05-1

All permanent employees are eligible to apply for job postings.

Any changes to the job posting procedure will be discussed and approved by the joint standing committees.

An employee, who is off work due to a bone fide reason shall be notified by management via telephone, of any new job posting. If management is unable to speak to the employee in person, they will notify a Union representative in writing, who will then make a further attempt to contact the employee. A job posting form must be completed by the Union representative or the employee and returned to management within the job posting period to be eligible for the job posting.

## 7.05-2

When a permanent job vacancy occurs in the classifications of extrusion operator, press operator, bag adjuster and shipper, the vacancy will be filled from the respective helper or material handler classification by promoting according to job seniority rank, provided the employees concerned have the ability and are qualified to perform the necessary requirements of the job.

## 7.05-3

When a permanent job vacancy occurs in the classification of Colour Blender, Moulder Proofer, Plate Maker, Winderman, Reclaim Operator, Material Handler, Extrusion Helper, Press Helper, and Bag Adjuster Helper, the vacancy will be filled by promoting the most senior designated relief employee.

## 7.05-4

When a vacancy occurs in the relief positions due to a promotion as per 7.05-3 the vacancy will be posted for a period of seven (7) calendar days on the general bulletin board.

The employee selected will retain his seniority until such time as the job for which he is performing relief is considered to be permanent. At that time, he will automatically forfeit his previous job seniority.

## 7.05-5

The applicant with the highest plant seniority rank will receive first consideration for the job vacancy, provided such applicant can demonstrate during a trial period on the job, which will include formal training, that he has the ability, aptitude, physical fitness, skill and knowledge of all written safety policies and procedures to perform the necessary

requirements of the job.

#### 7.05-6

All promotions outlined above will be subject to a trial period equal to forty-five (45) active working days. Any day in which work is performed shall count in determining the forty-five (45) day trial period.

After the trial period is completed, the employee's seniority rank will be back-dated to the start of the probationary period.

During the trial period an employee may voluntarily return to this former job, or be returned by management, with no loss of seniority.

#### 7.05-7

In the event more than one applicant posts for an opening and the employee selected returns to his former position as per section 7.05-6, the posting will remain valid for one further selection, provided the selection occurs within sixty (60) calendar days from the date of the posting.

#### 7.05-8

If qualified employees are not obtained in accordance with the job posting procedure, new employees may be hired.

#### 7.06

##### Relief Employees

#### 7.06-1

A relief employee is defined as an employee who is an incumbent in a relief position as per the provisions in Article 7.05-4.

#### 7.06-2

Relief employees will be used for the purpose of supplying relief for vacations, supplemental vacations, leaves of absence, deferred overtime, absences due to accidents or illnesses, and positions that arise from seasonal increases in business levels.

#### 7.06-3

Relief employees will hold dual seniority in their original department, and in the department where they are the relief incumbent. An employee can only hold one (1) relief position.

## 7.06-4

A relief employee retains the right to relinquish a relief position three hundred and sixty-five (365) days after accepting the position and only until such time as the position becomes permanent as per Article 7.05-3. An employee who relinquishes a relief position may be required to remain in the position after the date of relinquishment until a suitable replacement can be trained, for a maximum of ninety (90) calendar days. During this period his original job seniority shall be maintained.

## 7.06-5

The designated relief will receive the rate which has been established for the job on which he is performing relief.

## 7.06-6

There will be no shift change penalty or overtime premiums paid when a change in shifts is required to facilitate relief; however, management will endeavor by discussion with the employee to arrange the schedule such that disruption is minimized.

## 7.06-7

The Company will endeavor to schedule the senior relief employee to provide relief; however, the ability to supply relief from a department may be restricted in instances when normal operations cannot be maintained.

## 7.06-8

For the purpose of vacation canvassing, relief employees will be included in the department where they provide relief, and will be canvassed according to plant seniority.

## 7.07

Temporary and Non-Permanent Vacancies

## 7.07-1

In the event a temporary vacancy in the Colour Blending Department, Mounter Proofing Department, Plate Making Department, Slitter/Rewind Department, Reclaim Department and Material Handling Department cannot be filled by the designated relief, the Company may assign the most senior qualified employee to fill the vacancy provided that normal operations can be maintained.

## 7.07-2

Non-permanent vacancies within the Extrusion, Press and Converting Departments will be filled from the general labour pool.

General Labour Pool employees must accept assignment to any job in the general labour pool. Job assignments above the general labour pool will be offered in seniority order to the employees assigned to a crew. Employees from the general labour pool who provide relief will not acquire department seniority. Department seniority will only be obtained as outlined in article 7.01-2.

The hours obtained while filling a non-permanent vacancy as outlined above will be credited to the employee's step rate should he obtain a permanent position.

## 7.08

Curtailments

## 7.08-1

In the event of a reduction of the work force in any department, the order of lay-off will be:

- a) temporary employees,
- b) probationary permanent employees, with the exception of probationary employees in the job classifications of electrician and machinist/mechanic,
- c) permanent employees.

## 7.08-2

An employee without sufficient job classification seniority to remain in his job as an extrusion operator, press operator or bag adjuster will revert to the job classification immediately below them; i.e. extrusion helper, press helper and bag adjuster helper.

## 7.08-3

An employee without sufficient department seniority to remain in his job classification within a department, other than specified in (2) above, shall revert to the general labour pool.

## 7.08-4

An employee without sufficient plant seniority to remain in the general labour pool will be laid off.

## 7.08-5

- a) An employee who has been displaced into General Labour Pool or who has been displaced from their permanent position or who is to be laid-off under (4) above, may elect to replace a junior employee (plant seniority) in a job classification above the General Labour Pool, providing the employee has the ability and is qualified to perform the work and:
- i) they are returning to the department they were last displaced and have been in the General Labour Pool for up to one (1) day; or
  - ii) they have been in the General Labour Pool for up to five (5) days, and they are bumping into a department which is not the last department they were displaced from.
  - iii) if the employee has spent at least one thousand and forty (1,040) hours in the same department, excluding any General Labour Pool position, in the last three hundred and sixty-five (365) days, he shall be automatically offered a relief position in that job classification.
- b) To assist permanently displaced employees to become able to exercise their plant seniority, the Company will, wherever practicable, provide one trial training period of up to forty-five (45) days, for one relief position in a job classification above the General Labour Pool if;
- i) the displaced employee has five (5) or more years of service; and
  - ii) a junior employee (plant seniority) is performing work in a permanent job classification above the General Labour Pool; and
  - iii) the displaced employee has been working in the General Labour Pool for up to 120 calendar days out of the last 365 days. Any days, during this year, the displaced person spends laid-off will count as two days in the General Labour Pool for the purposes of this clause.
- The employee must demonstrate during the training period that he has the ability and is qualified to perform the necessary requirements of the job.
- c) The employee shall return to their regular department commensurate with their seniority when the workforce increases in that department.

## 7.08-6

The procedure for reduction in the work force or curtailment of work as set forth in this section shall not apply to any temporary suspension of work beyond the control of the Company, arising from an emergency situation such as fire, equipment failure, material shortage, etc.

In the event of a temporary suspension of work (as outlined in the paragraph above) for up to seven (7) calendar days results in a lay-off, the employees laid off will, whenever possible, be the most junior employees on shift. If the temporary suspension of work exceeds seven (7) calendar days, the lay-off provision outlined above will apply.

7.08-7

Seniority Retention:

An employee who is laid off with less than one (1) year's seniority shall be retained on the recall list for a period of six (6) months. An employee who is laid off with one (1) to ten (10) year's seniority shall be retained on the recall list for a period of twelve (12) months. An employee who is laid off with more than ten (10+) years of service shall be retained on the recall list for a period of eighteen (18) months. Seniority shall cease when an employee's recall rights expire or on discharge or resignation.

The Union plant committee will be notified in advance when an employee's recall rights are to expire.

7.08-8

Benefit Retention:

Laid off employees shall retain their Medical Surgical Hospital Insurance, Standard Extended Health Benefit Insurance, Dental Plan, Basic Life Insurance, and Accidental Death and Dismemberment Insurance for a period of three (3) months from the date of lay-off if they have more than six (6) months seniority, for a period of six (6) months from the date of lay-off if they have one (1) to ten (10) year's seniority, or for a period of nine (9) months from the date of lay-off if they have more than ten (10+) year's seniority.

7.08-9

Recall Procedure

1. When there is an increase in the work force in the plant, employees will have the right of returning to their former jobs commensurate with their seniority.
2. The Company will recall laid off employees commencing with the most senior laid off employee, subject to the employee having the ability and being qualified to perform the necessary requirements of the job available.
3. Failure of a laid off employee to report for work or make satisfactory arrangements with the Company within five (5) calendar days after personal notification to such employee, or after written notification to such employee by registered mail, telegram, or messenger has been sent by the Company to his last known address, shall be considered as a declination of an offered job and he shall be dropped from the recall list.

4. Failure of the Company to recall employees as described above, will result in the lost regular straight-time pay excluding premiums, to be paid to the employee.

#### 7.09

An employee who fails to report for work or to make satisfactory explanation to the Company for his absence during three (3) consecutive working days of his regular working schedule shall be considered a voluntary quit and shall lose his seniority rank.

#### 7.10

An employee who loses his prior service under the service rules of the Company shall lose his seniority rank unless otherwise provided in this agreement.

#### 7.11

##### Hourly Employees Transferred to Staff

##### 7.11-1

Nothing in this agreement shall restrict the Company in any way in the transfer or promotion of employees to supervisory positions or to other positions not covered by this agreement.

##### 7.11-2

Any employee promoted to a supervisory or staff position which removes him from the bargaining unit shall accumulate his Company and department seniority within the bargaining unit for a period of three (3) months only, during which time he shall maintain his Union membership. This period may be extended by one (1) month increments by mutual agreement of the Company and the Union.

#### 7.12

##### Plant Closure

An employee terminated as a result of permanent planned closure of the plant shall be given a minimum of twelve (12) weeks notice of closure.

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

ARTICLE 8 - PERMANENT JOB CLASSIFICATION ELIMINATION FOR REASONS OTHER THAN TECHNOLOGICAL CHANGE

8.01

In the event management decides to permanently discontinue a job classification on the basis that management does not anticipate re-establishment of the job classification within the foreseeable future, a permanent job classification elimination will be deemed to have occurred.

8.02

In the event that it is necessary, crews will be reduced in accordance with Article 7.08 of the agreement.

8.03

- a. An employee working on a job classification at the time it is eliminated who is sent back to a lower paid job will receive the rate of the job classification eliminated for a period of three (3) months on the basis of the average percentage of the time spent on the job during the six (6) months immediately prior to its elimination
- b. Following the three (3) month period, he will receive an adjusted rate midway between the rate of the job classification eliminated and the lower paid job classification on which he is working for a further three (3) month period on the basis of the average percentage of time spent on the job classification eliminated during the six (6) months immediately prior to its elimination. At the end of the six (6) month period, the employee will receive the rate of the job on which he works.
- c. However, an employee having one (1) or more years of continuous service who is working on the job classification eliminated at the time of its elimination will have the option of terminating his employment and accepting severance pay, provided he exercises this option within one (1) month, as follows:
  - i) One (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being twenty-six (26) weeks pay.

8.04

If the job classification eliminated should be reestablished within one (1) year, an employee(s) who received the benefits of 8.03 above, shall have the right to return to his former job with the seniority he would have held had the job classification elimination not occurred, unless he has since been terminated.

An employee who elects not to return at the time the option is open to him will lose the

right to return later with seniority.

8.05

This section will not apply to a permanent planned closure of the plant.

#### ARTICLE 9 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY

9.01

In view of the interests and concern by the parties in the impact of manpower and conditions of employment resulting from mechanization, technological changes and automation, it is recommended that the parties utilize to the best advantage of the Company and the employees all scientific improvements

9.02

A joint committee on automation will be established at the plant which shall consist of two (2) persons representing management and two (2) persons representing the Union. It shall be the function of the committee to study the effects of mechanization, technological changes and automation on employment in the plant, and to make such recommendations as are agreed upon to the plant manager, to ensure that the interests of the Company and of the employees are fairly and effectively protected.

9.03

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

9.04-1

In the event that it is necessary, crews will be reduced in accordance with Section 7, Seniority, of this agreement.

9.04-2

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

However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Subsection 9.05 below, provided he exercises this option within the above referred to six (6) month period

## 9.05

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

- a. One (1) week's pay for each year of employment during his last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate, the maximum severance allowance payable being twenty-six (26) weeks pay.
- b. Such employees for whom no employment is available will be given at least thirty (30) days notice of separation.

## 9.06

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

## ARTICLE 10 - HOURS OF WORK

## 10.01-1

The regular hours of work for employees on a compressed shift schedule will be twelve (12) hours per day.

The provisions of Appendix "E" will apply for employees on this schedule.

## 10.01-2

The regular hours of work for employees on a non-compressed shift schedule will be eight (8) hours per day or forty (40) hours per week.

The shift schedule will be made up of consecutive cycles of five (5) shifts of work, followed by two (2) scheduled days off.

Where three (3) shifts are scheduled in a department, employees shall follow a two (2) week rotation following the alternating schedule, as described in 10.02-1. It is understood that circumstances may arise that require the Company to make exceptions to the scheduled rotations.

## 10.02-1

For the purpose of this agreement, a "day" shall be considered as the twenty-four (24) consecutive working hours beginning at 11:00 PM for the non-compressed schedules. A "week" shall commence at 11:00 PM Sunday.

It is agreed that operation conditions and production requirements may require changes to be made regarding scheduled hours or shifts and that the Company will discuss with the Union and give serious consideration to suggestions of the Union as to the proposed shift changes. It is further understood that the Company shall make the final determination of the shift schedules.

## 10.02-1 - Continued

The Company agrees to make a determined effort to schedule three shift operations in accordance with the schedule set out below. Any variation to this schedule in excess of one (1) hour must be with Union approval.

Alternating Schedule:	11:00 PM - 7:00 AM
	7:00 AM - 3:00 PM
	3:00 PM - 11:00 PM

Mutual shift changes will be permitted without penalty when requested by the employee and approved by the supervisor.

## 10.03

In shift operations an employee must remain on the job until he is properly relieved. Employees will be relieved as quickly as possible and in no event will be required to remain on the job more than four (4) hours beyond the completion of their shift.

## 10.04

It is the duty of an employee to report for his regular shift unless proper leave has been granted. If unavoidably prevented from reporting, he must endeavor to provide at least one (1) hour prior notice to a supervisor before the commencement of his shift. Allowances will be made for extenuating circumstances.

## 10.05-1

## a. 8 Hour Shifts

People on 8 hour shifts would have one 15 minute break period before and after the \_ hour lunch break, based on approximately 2 hour intervals. If the person had to work overtime then he would be entitled to another 15 minute break at the end of the regular 8 hour shift and another 15 minute break each 2 hours after that

## b. 12 Hour Shifts

People on 12 hour shifts would have two 15 minute breaks before and after the \_ hour lunch break. If the person had to work overtime then he would be entitled to another 15 minute break at the end of the regular 12 hour shift and another 15 minute break each 2 hours after that

## 10.05-2

The time of paid lunch and break periods will be scheduled by the Company in order that the plant may be operated continuously. Employees will be expected to cooperate fully in providing the necessary relief. If an employee cannot take a 1/2 hour lunch period at the normal time it may be taken when operations permit.

ARTICLE 11 - WAGES

## 11.01

The Job Classification and Wage Schedule attached hereto as Appendix "A" and forming a part of this agreement shall continue in effect during the term of this agreement.

## 11.02

If a new classification or equipment requiring a new job classification is put into operation, (a) the Company will notify the Union as far in advance of applying the new rate as is practicable, (b) the Company will discuss the new rate with the plant Union committee, (c) the Company agrees that failure to resolve any difference that there may be after discussion, may result in the Union filing a grievance, as herein provided, (d) the Company agrees that any change in the new rate that may result from grievance procedure, discussion, 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 changes, whichever first occurs.

## 11.03

Time served by an employee as a trainee in one department entitles the employee to full credit for this time when he is promoted to the position for which he has been training

## ARTICLE 12 - OVERTIME

### 12.01-1

Overtime for hourly employees will be paid at the rate of time and one-half (1-1/2) the employee's basic hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. No employee shall be paid daily and weekly overtime for the same hours.

There will be no weekly overtime paid to employees changing shifts to provide relief if there is eighty (80) hours or less in the payperiod.

### 12.01-2

As an agreed exception to the foregoing, employees who are required to perform overtime work on their (a) First and (b) Second or succeeding scheduled days off will be paid as follows:

- a. First Scheduled Day off one and one-half (1-1/2) times the employees basic hourly rate for the first two (2) hours of overtime work performed and two (2) times the employees basic hourly rate for overtime performed in excess of two hours.
- b. Second and succeeding day(s) off - two (2) times the employees basic hourly rate for all overtime work performed.

### 12.01-3

An employee shall be paid at the rate of time and one-half (1-1/2) for work performed in excess of his normal number of daily hours of work provided, however, that he shall be paid at the rate of double time instead of at the rate of time and one-half (1-1/2) for all hours worked in excess of ten (10) consecutive hours.

### 12.02

It is understood that work performed under this section for which an employee is entitled to a greater rate of earnings under any other provision of this agreement, he shall be paid at such greater rate in lieu of, but not in addition to, the rate provided for in this section. In any case where an employee who performs work under this section is entitled to a rate of earnings under any other section of this agreement, which is equal to the rate of earnings provided for in this section, he shall be paid such rate of earnings under one section or the other, but not both.

### 12.03

The Company will where practicable exhaust all avenues before requiring overtime.

## 12.03-1

When management decides that overtime is required it will be offered in the following manner:

- a) Overtime will be first allocated in a department by plant seniority on a rotation basis.
- b) If the overtime requirement cannot be filled as per (a) above, then qualified employees outside the department will be canvassed in plant seniority order.
- c) If the Company fails to follow the above prescribed procedure, the employee, who would have had the opportunity to work the overtime, should he have been canvassed, will be paid the overtime premium portion only, not including the regular pay or other premiums, for those hours for which he would have been eligible to work. This amount shall be paid to the employee, and may not be banked as Deferred Overtime. That employee shall then be rotated to the bottom of the overtime list.

## 12.03-2

When canvassing for overtime a refusal will be considered as a turn worked. Unavailability will be considered as a turn worked for that day only.

## 12.03-3

For the purpose of overtime allocation, any employee who does not hold department seniority will be considered to be in the Extrusion Department.

## 12.03-4

If overtime requirements cannot be filled on a voluntary basis as outlined above, the work will be scheduled to the most junior qualified employees.

## 12.04

An employee who works overtime shall not be required to take time off to offset such overtime.

## 12.05

An employee who reports for work on his regular shift and has not been notified by the Company not to so report, shall receive:

1. Two (2) hours pay at the employee's basic hourly rate, except, where the employee's condition is such that he is not competent to perform his duties or he has failed to comply with the Accident Prevention Regulations of the Workers Compensation Board, and

2. If the employee commences work, four (4) hours pay at the employee's basic hourly rate except where his work is suspended because of inclement weather or other reasons completely beyond the control of the Company.

12.06

Failure of any employee to keep the Company informed of his correct address and telephone number, shall relieve the Company from its responsibility in regard to the above guarantee as applied to that employee.

12.07

Any employee required to work without prior notice more than two (2) hours beyond the end of his regular scheduled eight (8) hour shift shall be provided with a meal allowance of \$10.00. If he continues to work an equivalent meal allowance shall be provided every four (4) hours thereafter. Whenever possible it will be paid prior to the commencement of the overtime period.

12.08

Employees with one or more years of plant seniority may elect to participate in the Deferred Overtime Plan outlined in Appendix "F" (Note: This qualifying period only applies to employees hired after October 1, 1988).

ARTICLE 13 - MINIMUM CALL AND SHIFT CHANGE PAY

13.01

An employee who is called in, at the Company's request, for emergency work not continuous with his scheduled shift, will be paid for four (4) hours work at his regular rate or the actual hours worked at the overtime rate provided for in Article 12, whichever is greater.

13.02

Shift change penalty will apply for all hours worked in excess of eight (8) in any twenty-four hour period commencing with the time that the employee begins work. An employee shall be paid at the rate of time and one-half (1-1/2) where a change in the employee's posted shift cycle has been made.

13.03

No shift change penalty will apply when the change in an employee's shift is required to facilitate a layoff or recall by seniority.

13.04

An employee who is called in to attend a department meeting which is not continuous with his scheduled shift will be paid the greater of the time spent at the meeting or four (4) hours at his regular rate.

ARTICLE 14 - PREMIUM PAY

14.01

Employees assigned to a rotating or alternating shift will be paid the following premium pay:

Effective Date	April 04, 2001	April 04, 2002	April 04, 2003
DayShift Premium	-	-	-
Afternoon Shift Premium	40 cents	50 cents	60 cents
Graveyard Shift Premium	50 cents	50 cents	60 cents

14.02

Shift premium pay will be added to the respective base rate of pay. This will not constitute a new base rate for the purpose of calculating other premium pay.

14.03

Shift premium will be paid in accordance with the commencement of the applicable shift.

14.04

Sunday Premium Shift Pay - A Sunday premium of \$3.75 per hour will be paid for regularly scheduled hours worked between 11:00 PM Saturday and 11:00 PM Sunday, and from 7:00 AM Sunday to 7:00 AM Monday for employees on the compressed work week schedule.

14.05

Continuous Operation Premium:

Employees working on a compressed shift schedule under Article 10.01-1 will be paid a premium of forty (40) cents per hour for all hours worked on the schedule. This premium will be treated in the same manner as shift premium pay in Section 14.02.

ARTICLE 15 - PLANT HOLIDAYS

## 15.01-1

The following holidays will be paid holidays subject to the conditions set forth in this agreement:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
Labour Day	

Plant holidays falling on a Saturday will be observed on the preceding day. Plant holidays falling on a Sunday will be observed the following day. When Christmas or Boxing Day falls on a weekend, the holiday or holidays will be observed either the preceding Friday or the following Monday or Tuesday in line with community practice.

## 15.02-1

To qualify for holiday pay for the plant holidays outlined in Article 15.01-1 an employee must have worked his scheduled shift on the day before the holiday and his scheduled shift on the day following the holiday unless failure to do so was due to any of the following: (a) when the employee is on a paid vacation; (b) when the employee's absence is due to a bona fide sickness as verified by a physician's note, or occupational or non-occupational accident; (c) when the employee is on an approved leave of absence for Union business of not more than one week; (d) when the employee's absence is due to being subpoenaed for jury duty, crown witness or coroner's witness; (e) when the employee is on bereavement leave; (f) when an employee's absence is due to an approved trade in shifts.

To be eligible for holiday pay a new employee must also have completed his probationary period.

## 15.02-2

It is the intent of the Company to protect employees against loss of straight time pay for the holidays listed in Section 15.01-1.

15.03-1

The payment of holiday pay for the plant holidays outlined in Section 15.01-1 is subject to the following conditions:

The employee must work on the last scheduled day preceding and then next scheduled day following the plant holiday on which work is scheduled by the Company. Absence on one of these days may be excused by the Company because of serious misfortune, conditions over which the employee has no control, or a written leave of absence granted by his department supervisor.

An employee on non-occupational accident and sickness insurance, L.T.D.I., W.C.B. or temporary layoff will also qualify for a holiday allowance if he has worked fifty-six (56) hours, or more in the sixty (60) days immediately preceding the holiday.

15.03-2

An employee who works on any of the holidays named in Section 15.01-1, shall be paid for all hours worked at two (2) times his basic hourly rate, plus the applicable holiday allowance.

15.04

Holiday pay shall consist of eight (8) hours straight time pay except as specified below.

For employees on the compressed work week schedule who lose a scheduled shift(s) of work due to a planned shutdown for a statutory holiday, holiday pay shall consist of twelve (12) hours straight time pay.

ARTICLE 16 - VACATIONS

16.01

An employee shall receive vacation with pay of:

- Two (2) weeks after one (1) year of Company Service Credit
- Three (3) weeks after two (2) years of Company Service Credit
- Four (4) weeks after six (6) years of Company Service Credit
- Five (5) weeks after fourteen (14) years of Company Service Credit
- Six (6) weeks after twenty-two (22) years of Company Service Credit
- Seven (7) weeks after thirty (30) years of Company Service Credit

All of the above vacation periods are subject to the provisions of the Vacation Plan for hourly employees -in Appendix "C".

Notwithstanding any other provision of this Agreement, employees have the option of electing to receive pay in lieu of time off for vacation provided that the employee meets

the minimum vacation time off provisions of the British Columbia Employment Standards Act.

#### 16.02-1

Upon completing 5, 10, 15 or 20 years service, an employee whose hire date precedes the date of signing of this Agreement, will on his anniversary, become eligible to receive a supplemental vacation in addition to his regular vacation as set forth below:

<u>Years of Completed Continuous Service</u>	<u>Weeks of Supplementary Vacation</u>
After 5 years	1 week
After 10 years	2 weeks
After 15 years	2 weeks
After 20 years	3 weeks

#### 16.02-2

Supplemental vacation entitlement will be reduced by one fifth (1/5) for each year in the previous five (5) calendar years where the employee worked less than 1300 qualifying hours as defined in Appendix "C".

The qualifying work hours required in the first year of employment will be reduced by one twelfth (1/12) for each calendar month between January and the employees start month.

#### 16.02-3

Each supplemental vacation must be taken within the five (5) year period following the date on which the employee qualified for the vacation.

The scheduling of any supplemental vacation is subject to the provisions of Appendix C - Vacation Plan - Hourly Employees. However, supplemental vacations not taken or scheduled by the employee six (6) months prior to his next entitlement date, shall be scheduled by the Company.

Vacation pay for each week of supplemental vacation earned under section 16.02-1 will be calculated as forty (40) hours at the straight time rate of the employee's regular job.

### ARTICLE 17 - LEAVE OF ABSENCE

#### 17.01-1

A leave of absence shall be understood to mean an absence from work requested by an employee for reasons which are good and sufficient in the opinion of the Company (other than sickness or occupational injury) and consented to by the Company, covering a definite period of time.

17.01-2

Leaves of absence are valid only after granted in writing on a regular form of which one copy shall be given to the employee, and one copy retained in the employee's file in the office of the Company.

17.01-3

The Company agrees that it is proper to grant leave to employees who have been elected or appointed to the office in the Union, or who have been nominated, elected or appointed to Federal, Provincial or Municipal office. However, it is not the intention of the Company to grant lifetime leaves of absence.

In the case of an employee being appointed or elected to a full time office or position in his Union, a leave of absence up to five (5) years shall be granted for one (1) employee. Leaves for additional employees may be granted for periods of up to one (1) year.

Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office.

Seniority shall accumulate during the period of an employee's leave of absence.

17.01-4

In the case of absence from work because of sickness or injury, an employee's departmental seniority will accumulate up to twelve (12) months if he returns to work.

An employee's plant seniority will continue to accumulate if he returns to work, but absence greater than twelve (12) months will not be credited to Company service for the purposes of vacation.

ARTICLE 18 - BEREAVEMENT PAY

18.01

The Company will protect an eligible employee from loss of pay during absence due to a death in his immediate family, in accordance with the following regulations:

- a. To be eligible for payment under this plan an employee must have three (3) months or more of Company Service Credit.
- b. Members of the employee's immediate family are defined as father, mother, father-in-law, mother-in-law, stepparents, husband, wife, brothers, sisters, sons, daughters, stepchildren, daughters-in-law, sons-in-law, grandparents, spouse's grandparents, grandchildren, and common-law spouse only.

- c. An eligible employee will be protected against loss of pay during the time lost from his regularly scheduled hours at his regular base rate subject to the following:
1. The time to be paid for may be any three (3) working days from the day of death through the day after the service inclusive, provided the employee attends the service of the deceased.
  2. Payment will be made for time lost but shall not exceed pay for three times the number of hours in the employee's regularly scheduled work day.
  3. The hours thus paid for but not worked will be excluded in computing overtime hours.
  4. If an employee is called away during any part of the day, funeral pay will start as of the time of his leaving work, and will continue up to a maximum of three (3) times his normal working day's pay.
  5. No extra pay allowance will be granted for multiple or simultaneous deaths occurring within any three day period.
  6. If an employee is unable to attend the service of the deceased because of distance or other reasons, he will be granted days off with pay for the day before, the day of, and the day after the service if he is normally scheduled to work on those days.
- d. An employee will not be eligible to receive pay under this plan if he:
1. has been granted leave of absence without pay for any reason;
  2. is laid off whether temporarily or indefinitely due to suspension of work or lack of work;
  3. is out on strike.

## ARTICLE 19 - JURY DUTY PAY

### 19.01

An employee called for jury duty, subpoenaed witness, or as a coroner's witness will be reimbursed by the Company up to the amount of the difference between the payment allowed by the court and the employee's scheduled straight time hourly earnings. Such payment is subject to the following administrative procedures:

- a. To be eligible for payment the employee must be kept away from work by reason of being called for jury duty, subpoenaed witness, or as a coroner's witness.

- b. An eligible employee shall be paid the difference between the straight time hourly earnings he would have received if he had been employed under his regular schedule and the amount paid to him for court service, provided:
  - 1. The employee furnishes to the Company satisfactory proof from the court for such service, showing date and time served and the amount paid for service.
  - 2. If requested to do so by the Company, the employee reports for work on his regular schedule as promptly as is practical after he is dismissed by the court on any day or released from further court service.
  - 3. Only the number of his scheduled work days actually spent in court are to be counted in calculating payments.
- c. Hours paid for jury duty will be counted as hours worked for the purposes of qualifying for vacation and for recognized paid holidays.
- d. Hours lost from employment when an employee reports for jury duty but is not required to serve shall be paid for by the Company provided the employee returns to the plant for the remainder of his shift without undue delay. However, no lost wages will be paid if an employee fails to inform the Company by telephone as soon as he becomes aware that no attendance on his part is required that day.

## ARTICLE 20 - GRIEVANCES

### 20.01

For the purpose of handling grievances, the Union plant committee shall seek to resolve any differences in accordance with the procedures outlined herewith. Should any grievance arise on the part of an employee, the parties hereto desire that it should be adjusted as promptly as possible in the following manner, and when a joint decision is reached at any step of the procedure, it shall be binding on all parties.

### 20.02

#### Step 1:

If an employee has a complaint, that employee, by request, may have a shop steward along to submit his complaint to the supervisor within three (3) working days, after the complaint arose. The supervisor shall give his answer within three (3) working days after the complaint has been lodged. If the answer is not satisfactory, the complaint may be reduced to writing as a grievance.

**Step 2:**

If a satisfactory settlement is not reached as outlined above, the grievance, reduced to writing, shall be submitted to the employee's supervisor within five (5) days following receipt of the answer to the complaint, otherwise, the grievance shall not be carried beyond the first step of the procedure. The supervisor or other management representatives will meet with the Union plant committee and the griever as soon as possible, but within 30 days, and will submit a written reply to the griever within five (5) days following the date of such meeting.

**Step 3:**

If a settlement is not reached in the second step, and the Union wishes to pursue the grievance to the third step, it must notify the general manager or his representative in writing within five (5) days after receipt of the second step answer. The grievance will then be reviewed by representatives of the Company, the Union plant committee, and a representative of the Union at the earliest mutually convenient date, but within 45 days. The Company shall submit its written answer to the Union within ten (10) days following such meeting. If the grievance is not settled by the foregoing steps, it may be submitted to arbitration as provided by Article 21.

**20.03**

It is understood that whenever there is a reference to "days" in this procedure, Saturdays, Sundays and Holidays shall be excluded.

**20.04**

The Company agrees that the bargaining committee will be compensated for reasonable time lost during their regularly scheduled work days at their regular straight-time rate of pay when discussing grievances with the Company up to but not including arbitration. If an employee is not working he will attend in his own time.

**20.05**

Wherever, throughout this grievance procedure, a time limit is stated, the set time may be extended by mutual consent of the conferring parties in writing.

**20.06**

Any dispute or grievance arising directly between the Company and the Union may be submitted in writing by either party at Step 3 of the grievance procedure. This section is not intended to abrogate the provisions of Step 1 and Step 2 of the grievance procedure.

## ARTICLE 21 - ARBITRATION

### 21.01

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this agreement, notify the other party in writing, by registered mail within 35 days of receipt of management's written reply as outlined in Step 3 of the grievance procedure, of the question to be arbitrated, and the name and address of its chosen representative for the arbitration board. After receiving such notice and statement, the other party shall, within seven (7) days, appoint an arbitrator and give notice in writing of such appointment and the name and address of its arbitrator. The two (2) arbitrators shall then appoint a neutral chairman, and in the event of disagreement between the two (2) arbitrators in the naming of a chairman, the selection of a third arbitrator shall be made by the Minister of Labour.

### 21.02

The parties to this agreement will each bear the expense and charges of its representatives on any arbitration board, and shall bear an equal proportion of the expenses and allowances of the chairman.

### 21.03

After the board of arbitration has been chosen by the foregoing procedure this board shall meet and hear evidence of both sides and render a decision within fifteen (15) days after they have concluded their hearings. The decision of this arbitration board shall be final and binding on both parties to this agreement.

### 21.04

In the case of discharge, demotion, or suspension which the board of arbitration has determined to have been unjust, the board shall order the reinstatement of the employee and shall award him back pay. In the case of back pay, should there be any doubt in the opinion of the board, the board may order all or part back pay as it deems fit.

### 21.05

A single Arbitrator may be substituted for the Arbitration Board by mutual agreement between the Company and the Union.

## ARTICLE 22 - SUSPENSION AND DISCHARGE

### 22.01

An employee suspended or discharged shall be permitted to interview an officer of the Union at a place designated by the Company before leaving the premises of the Company, if he so requests. If he or the Union considers that the suspension or discharge is without cause, the case shall be reviewed by the Company and the Union representative, provided the employee or the Union so request in writing within seven (7) calendar days after the suspension or discharge. If the Company and the Union agree that the suspension or discharge was without cause, the employee shall be reinstated without loss of seniority and without loss of pay retroactive to the date the written request for review was submitted to the Company. The joint decision of the Company and the Union shall be given in such cases within five (5) calendar days of the written request to review the suspension or discharge. If they are not able to agree, then the case shall be submitted to a board of arbitration as provided in the arbitration section of this agreement.

## ARTICLE 23 - STOPPAGE OF WORK

### 23.01

The Union will not cause or permit its members to cause nor will any employee of the Company take part in any strike either sit down, stay-in, or any other kind of strike, or any other kind of interference or any other stoppage, total or partial, during the terms of this agreement. The Company will not cause, engage in, or permit a lock-out during the term of this agreement.

## ARTICLE 24 - SAFETY AND HEALTH

### 24.01

The Union and the Company agree to cooperate to the fullest extent in promoting safety in the plant. To assist in this mutual purpose, a joint safety committee shall be established, comprising of three (3) members appointed by the Company and three (3) members appointed by the Union. The safety committee will meet once a month, or more frequently if agreed upon.

The general duties of the safety committee shall be directed by plant safety regulations and regulations made pursuant to the Workers' Compensation Act.

Members of the plant safety committee will be paid their straight time rate not exceeding two (2) hours when required to attend a plant safety meeting or accident investigation outside their working hours.

24.02

The Company will reimburse an employee for the cost of safety footwear purchased, to a maximum of \$125.00 per calendar year, upon presentation of proper receipts. This amount will be increased to \$135.00 effective April 04, 2004.

ARTICLE 25 - BULLETIN BOARDS

25.01

The Company shall supply a maximum of two (2) adequately enclosed bulletin boards for the use of the Pulp, Paper and Woodworkers of Canada in posting of officially signed bulletins.

ARTICLE 26- HEALTH AND WELFARE PLAN

26.01

The Company will provide the follow plans pursuant to the terms and conditions of Appendix D which is attached hereto.

- a. Medical Surgical Hospital Insurance (BCMSP)
- b. Standard Extended Health Benefit Insurance
- c. Dental Plan
- d. Basic Life Insurance
- e. Accidental Death and Dismemberment Insurance
- f. Non-Occupational Disability Wage Plan
- g. Long Term Disability Wage Plan

26.02

The Company will pay 100% of the premium cost for the above plans except for the Long Term Disability Wage Plan for which the premium will be shared 90% by the Company and 10% by the employee. However, contributions will be waived when an employee is in receipt of Long Term Disability payments.

ARTICLE 27 - PENSION PLAN

27.01

The Company will provide the Graphic Packaging Canada Corporation Retirement Plan "B" for the Richmond Hourly Employees, as defined in Article 2 of this Agreement.

27.02

The plan will be non-contributory.

## 27.03

Each employee will be accredited service in the plan for his last period of continuous employment as an employee covered by this Agreement.

## 27.04

Effective April 04, 1995, the Graphic Packaging Canada Corporation Retirement Plan "B" for the Richmond Hourly Employees will provide a retirement benefit of forty (40) dollars per month for each year of credited service for non-active employees who retire at normal retirement age, and for those currently active employees, a retirement benefit of forty-two (42) dollars per month for each year of credited service who retire at normal retirement age.

Effective December 31, 1999 the retirement benefit for those employees who are currently active on that date will receive an increase in retirement benefit to forty-six (46) dollars per month for each year of credited service who retire at normal retirement age.

Effective December 31, 2004 the retirement benefit for those employees who are currently active on that date will receive an increase in retirement benefit to forty-eight (48) dollars per month for each year of credited service who retire at normal retirement age.

## 27.05

For the purposes of this Section, active employees are defined as those who have received Accredited Service for any year after date of the signing of this agreement.

## 27.06

The Company agrees to a Union member as a Pension Advisor.

## ARTICLE 28 - CONTRACTING

## 28.01

It is not the Company's intention to cause any regular full-time employee to be demoted or laid off by bringing in an outside contractor to perform the work they normally perform.

ARTICLE 29 - DURATION, MODIFICATION OR TERMINATION

## 29.01

This agreement will terminate April 3, 2006, and it is agreed by both parties that the provisions of section 50 (2) & (3) of the B.C. Labour Relations Code shall be waived. Either party may notify the other in writing within the four (4) months, prior to the expiration date that a renewal or modification is desired. If the notice is not given by either party ninety (90) days or more prior to the expiration of the Collective Agreement, both parties shall be deemed to have given notice ninety (90) days prior to the expiration date. The terms and conditions of this Collective Agreement shall remain in full force until a strike or lockout has commenced or a new Collective Agreement has been negotiated.

IN WITNESS WHEREOF the parties of this agreement declare that it contains responsibilities and obligations for each such party and that in signing the agreement it binds the parties during the agreement and to refrain from doing anything they are expressly forbidden to do by the agreement. The parties further understand and declare that in case any of the provisions of this agreement are now or hereafter inconsistent with, or not in conformity with any applicable public laws, governmental orders, regulations or rulings, such provisions shall be thereby rendered null and void, or applied in such manner as will conform with such laws, orders, regulations or rulings.

SIGNED FOR THE UNION:

SIGNED FOR THE COMPANY:

D. Kibsey \_\_\_\_\_

T. Slettvet \_\_\_\_\_

C. Smith \_\_\_\_\_

L. McMurray \_\_\_\_\_

R. Gomes \_\_\_\_\_

S. Davis \_\_\_\_\_

R. Bianchini \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: April 4, 2001

**APPENDIX "A"****WAGE SCHEDULE - EFFECTIVE APRIL 04, 2001****EXTRUSION DEPARTMENT****EXTRUSION OPERATOR**

	<b>2-Apr-01</b>	<b>3-Apr-02</b>	<b>7-Apr-03</b>	<b>5-Apr-04</b>	<b>4-Apr-05</b>
Start	19.77	20.07	20.47	20.88	21.40
After 6 months	20.42	20.73	21.14	21.56	22.10
After 1 year	21.26	21.58	22.01	22.45	23.01
After 2 years	22.61	22.95	23.41	23.88	24.48

**EXTRUSION HELPER**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.74	19.02	19.40	19.79	20.28
After 6 months	18.95	19.23	19.61	20.00	20.50
After 1 year	19.35	19.64	20.03	20.43	20.94
After 2 years	20.15	20.45	20.86	21.28	21.81

**RECLAIM DEPARTMENT****RECLAIM OPERATOR**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 1 year	20.27	20.57	20.98	21.40	21.94

**PRESS DEPARTMENT****PRESS OPERATOR**

Start	20.40	20.71	21.12	21.54	22.08
After 6 months	20.72	21.03	21.45	21.88	22.43
After 1 year	21.26	21.58	22.01	22.45	23.01
After 2 years	22.61	22.95	23.41	23.88	24.48

**PRESS HELPER**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.74	19.02	19.40	19.79	20.28
After 6 months	18.95	19.23	19.61	20.00	20.50
After 1 year	19.35	19.64	20.03	20.43	20.94
After 2 years	20.15	20.45	20.86	21.28	21.81

**COLOUR BLENDING DEPARTMENT**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 1 year	19.15	19.44	19.83	20.23	20.74
After 2 years	20.83	21.14	21.56	22.00	22.55
After 3 years	22.61	22.95	23.41	23.88	24.48

**PLATEMAKING DEPARTMENT****PLATEMAKER**

	<b>2-Apr-01</b>	<b>3-Apr-02</b>	<b>7-Apr-03</b>	<b>5-Apr-04</b>	<b>4-Apr-05</b>
Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 1 year	19.15	19.44	19.83	20.23	20.74
After 2 years	20.75	21.06	21.48	21.91	22.45
After 3 years	22.42	22.76	23.22	23.68	24.27

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 1 year	19.15	19.44	19.83	20.23	20.74
After 2 years	20.83	21.14	21.56	22.00	22.55
After 3 years	22.61	22.95	23.41	23.88	24.48

**SLITTER/REWIND DEPARTMENT****WINDERMAN**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 1 year	19.15	19.44	19.83	20.23	20.74
After 2 years	21.60	21.92	22.36	22.81	23.38

**CONVERTING DEPARTMENT****BAG ADJUSTER**

Start	19.77	20.07	20.47	20.88	21.40
After 6 months	20.42	20.73	21.14	21.56	22.10
After 1 year	21.26	21.58	22.01	22.45	23.01
After 2 years	22.61	22.95	23.41	23.88	24.48

**BAG ADJUSTER HELPER**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 6 months	18.95	19.23	19.61	20.00	20.50
After 1 year	19.09	19.38	19.77	20.17	20.67
After 2 years	19.13	19.42	19.81	20.21	20.72

**MATERIALS HANDLING  
DEPARTMENT****SHIPPER**

	22.67	23.01	23.47	23.94	24.54
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**MATERIALS HANDLER**

Start	18.54	18.82	19.20	19.58	20.07
After probationary period	18.75	19.03	19.41	19.80	20.30
After 1 year	19.22	19.51	19.90	20.30	20.81
After 2 years	21.08	21.40	21.83	22.27	22.83

**MAINTENANCE DEPARTMENT**

	<b>2-Apr-01</b>	<b>3-Apr-02</b>	<b>7-Apr-03</b>	<b>5-Apr-04</b>	<b>4-Apr-05</b>
<b><u>ELECTRICIAN</u></b>	27.15	27.56	28.11	28.67	29.39
<b><u>MACHINIST/MECHANIC</u></b>	27.15	27.56	28.11	28.67	29.39

**GENERAL LABOUR POOL****PACKER/BAG TENDER/GENERAL  
LABOURER**

Start	15.76	16.00	16.32	16.65	17.07
After probationary period	16.75	17.00	17.34	17.69	18.13
After 1 year	18.54	18.82	19.20	19.58	20.07
<b><u>SUMMER STUDENT</u></b>	15.76	16.00	16.32	16.65	17.07

APPENDIX "A" ContinuedNOTE:

1. A qualified employee who is assigned the extra duties and responsibilities of a lead hand in a department when there is no supervisor on shift will be paid a lead hand premium of 75 cents per hour in addition to his regular job rate.
2. When the Company designates an employee to be the first aid attendant on shift, the employee will be paid the following premium in addition to his regular job rate:

Level 3	- 80 cents/hr.
Level 2	- 70 cents/hr.
Level 1	- 60 cents/hr.

The Company will pay the cost of renewing the designated first aid attendant's certificate, including lost time wages while attending the course.

Should the Company decide to provide first aid coverage through the use of overtime, this overtime shall be allocated to employees holding a valid first aid attendant certificate, by plant seniority on a rotational basis.

If first aid coverage is required, and there is no first aid attendant scheduled to work, the Company may elect to use an outside contractor to provide first aid coverage.

The Company shall determine the number of first aid attendants and the individuals who shall be permitted to take first aid courses at the Company's expense.

The Company shall reimburse the employee for course fees upon successful completion of the course.

3. An employee who holds a valid B.C. Industrial First Aid Ticket but who is not acting as the designated first aid attendant on shift, will receive a premium of 15 cents per hour for each hour worked. This premium will not be added to the wage rates for the purpose of calculating overtime.

**APPENDIX "B"**

AUTHORIZATION FOR PAYROLL DEDUCTION

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Company Name)

Until this authorization is revoked by me in writing, I hereby authorize you to deduct from my wages and forward to Local #5, Pulp, Paper and Woodworkers, fees, dues and assessments in the following manner:

- Dues: two (2) hours' pay per month.
- Fees and Assessment as passed according to Local #5 Bylaws.

Effective Date: \_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_

**APPENDIX "C"****VACATION PLAN - HOURLY EMPLOYEES**

The following vacation plan applies to all employees paid on an hourly basis:

**Section I - Vacation Entitlement**

- a.) Employees qualify for full vacation entitlement if they have worked 1300 qualifying hours during the previous calendar year.

Employees who have worked less than 1300 qualifying hours will be entitled to 1/4 of a day's vacation for each 40 hours worked.

b)

1. an employee must complete one (1) year of the Company Service Credit to attain initial vacation eligibility. After attainment of such eligibility and during the remainder of that calendar year, he shall receive two (2) weeks vacation.
2. During a calendar year in which an employee completes two (2) years of Company Service Credit, he shall receive three (3) weeks vacation.
3. During calendar years in which an employee completes from three (3) to five (5) years of Company Service Credit, he shall receive three (3) weeks of vacation.
4. During calendar years in which an employee completes six (6) to thirteen (13) years of Company Service Credit, he shall receive four (4) weeks of vacation.
5. During calendar years in which an employee completes from fourteen (14) to twenty-one (21) years of Company Service Credit, he shall receive five (5) weeks of vacation.
6. During calendar years in which an employee completes from twenty-two (22) to twenty-nine (29) years of Company Service Credit, he shall receive six (6) weeks of vacation.
7. During calendar years in which an employee completes thirty (30) years or more of Company Service Credit, he shall receive seven (7) weeks of vacation.

APPENDIX "C" Continued

8. An employee with fifteen (15) or more years of Company Service Credit may carry forward to a succeeding year one (1) or two (2) full weeks of his current year vacation. This carried forward vacation must not be taken in the prime vacation months of June, July and August, unless there is time available in these months which has not been scheduled by other employees for their regular vacation.

**Section II - Vacation Period**

For those employees who are regularly scheduled on continuous rotating shift work when they go on vacation, for the purpose of computing the vacation period only, it is agreed the term "week" as outlined in the vacation plan, shall mean a complete "shift" in accordance with the continuous rotating shift schedule except as provided in Appendix E, Section 12.

These employees will also receive their regular scheduled days off work in accordance with the said work schedule. When this provision applies the provisions of Section IV "Vacation Season" paragraph 8 shall not apply.

For all other employees, including regular day workers, and alternating (two (2) and three (3) shifts) shift workers and the "fixed" night shift workers, the term "week" shall mean seven (7) calendar days.

**Section III - Vacation Pay**

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

- (a) Forty (40) hours pay at the employees basic hourly rate for each week of vacation: or
- (b) The below listed percentage of the total wages earned by the employee during the last expired vacation period:

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

APPENDIX "C" Continued**Section IV - Vacation Season**

Vacations will be scheduled by the Company as follows:

1. The vacation season will generally be considered the full calendar year but may be limited to a specified period or to a shutdown period.
2. The number of employees who are on vacation at the same time may be limited.
3. An employee's vacation may be divided into more than one period within a calendar year if circumstances warrant.
4. A vacation extending into another calendar year will be considered Current Year Vacations for the year in which it was started.
5. Vacations may not be postponed to the following year except as in I (7). Employees who qualify for a vacation under this plan must be granted time off in accordance with the applicable statutory requirements.
6. As a general principle, the Company will avoid requesting or scheduling an employee for overtime work on his scheduled days off that occur in conjunction with his vacation. In this instance an employee has the right to voluntarily agree or refuse to work the overtime.
7. A plant holiday observed by the Company which occurs during a vacation period entitles an employee then on vacation to equivalent additional time off, if he would have been scheduled to work on that day, had it not been a holiday.
8. Vacation seniority preference list will be made available for each shift in each department by February 15. Senior employees within the bargaining unit will have first choice for vacation dates. If an employee elects to divide his vacation into more than one period (of not less than one week each without management approval) the senior employees will be permitted to select their second or succeeding vacation periods in accordance with their Union seniority after all other employees have had their first choice for vacation dates. Employees must indicate their vacation dates by March 15 to exercise their seniority preference.

Vacation requests made after March 15<sup>th</sup> and requests for DOT days off, shall be given priority based on the date which they are delivered on the appropriate form, to plant management. The request date must be at least 20 calendar days prior to the first day of the requested vacation. Management shall either accept or deny the vacation within 10 calendar days based on the following:

1. Press Department – a maximum of one press operator and one press

helper will be permitted to be on vacation at any given time.

2. Slitting department – a total of one employee from the A & B crews and one from the C& D crews will be permitted to be on vacation at any given time.
3. Extrusion Department – a maximum of 25% from the A & B crews and 25% from the C & D crews will be permitted to be on vacation at any given time.
4. All other departments - a maximum of 25% in a department may be permitted to be on vacation at any given time. For departments with less than four (4) employees, only one (1) may be permitted to be on vacation at any given time.
5. Any employees in the process of training in a relief position, may not request vacation until the training has been completed.

Exceptions may be made to the above, subject to management approval.

Upon acceptance of the above, it is understood that Letter of Understanding #5 will be eliminated.

APPENDIX "C" Continued

9. Employees who are transferred, or reclassified, at the request of the Company, into a new department or to a different shift within the department after March 15 shall be permitted to maintain the vacation period(s) which were previously approved for the employees in accordance with paragraph nine (9) above.
10. Employees who transfer into a new department after March 15 (at their own request) will have their vacation date choice in the new department in accordance with their seniority, as long as it does not affect the vacations already scheduled in the department.
11. If an employee is hospitalized while on authorized vacation, the Company agrees to arrange a later vacation for the portion of time spent in the hospital, at a mutually agreeable date.

**Section V - Vested Rights**

1. An employee who completes his first year of Company Service Credit for a vacation with pay as set forth in this vacation plan shall have a vested right to that vacation with pay on the day he completes one (1) year of Company Service Credit.
2. An employee with one (1) or more years of Company Service Credit who is on the payroll of the Company on December 31 of the year prior to the calendar year in which he is entitled to a vacation with pay as set forth in this vacation plan shall have a vested right on that day to such vacation with pay for the following year.
3. Payment of vacation pay pursuant to the terms of the plan whether at the time an employee takes his vacation or on termination shall discharge the Company's liability to the employee under this section.

**Section VI - Interruptions In Service**

1. Termination and Re-employment
  - a. When an employee without initial vacation eligibility is terminated, he will be entitled to the statutory requirement as set forth in the applicable legislation.

If the employee is subsequently re-employed, he will become entitled to a vacation whenever his Company Service Credit meets the eligibility requirements of the Plan. Such vacation shall be reduced by the amount already received in the current year due to statutory requirements.

APPENDIX "C" Continued

- b. When an employee who has attained initial vacation eligibility is terminated, he is entitled to any Current Year Vacation that has not been taken.

If he is later re-employed with Company Service Credit for prior service no vacation may be granted until he has accumulated six (6) additional months of Company Service Credit, at which time he will again become entitled to a full Current Year Vacation. These six (6) months may be accumulated during intermittent periods of employment. Such entitlement will not become effective until the following calendar year, if it would otherwise result in duplication of Current Year Vacation.

2. Absence due to Disability or Leave

- a. Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year, no vacation will be granted for such year.
- b. An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he were terminated on his last day worked. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any Current Year Vacation due until after his return to work.
- c. An employee who takes any of their five (5) Family Leave Days, shall provide a signed written request using the Company request form, explaining the need for such leave.

3. Layoff

No permanent employee who is eligible for recall under Section 7.08-7 shall be paid vacation pay upon layoff unless he requests such payment.

**Section VII - Definition of Terms for the Purpose of Administering this Plan**

Company Service Rules

Employees will be credited with service from the date they began their latest period of continuous full time regular employment.

Any termination shall be deemed to be a break in continuous employment and will result in the loss of prior Company Service Credit.

## APPENDIX "C" Continued

A lay off will not be deemed to be a break in continuous employment during the period an employee holds recall rights under Section 7.08-7. Expiry of the recall period will be deemed to break the employee's continuous employment.

An authorized leave of absence is not deemed to be a break in continuous employment if the employee returns to active employment within the period allowed by such leave.

An absence due to a temporary total disability will not be deemed to be a break in continuous employment unless there is evidence that the employee will not be able to return to full time regular employment.

### Current Year Vacations

The vacation an employee is entitled to take during the current calendar year.

### Basic Hourly Rate

The amount of pay per hour, excluding all premiums and/or other considerations, which has been established for the job classification to which an employee would have been scheduled to work at on the first day of his vacation, had he not been on vacation.

### Normal Work Week

The number of hours in the regularly scheduled working week of the individual employee, as established by normal operations, and as distinguished from variations in the number of hours caused by emergency or casual overtime even though scheduled.

### Termination

Quit, discharge, layoff, retirement, death or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).

### Qualifying Hours

For the purpose of calculating 1300 hours worked, the following hours will be included: time lost as a result of an accident recognized by the Workers Compensation Board, paid vacation hours taken, paid plant holidays, paid bereavement hours taken, and paid jury duty hours taken.

**APPENDIX D****HEALTH AND WELFARE PLAN**1. General Information

The Health and Welfare Plan arises out of and is subject to the terms of this labour agreement. This Appendix describes the principal features of the Plan, and is not to be considered the contract of insurance. The complete terms of the plan are set forth in the various contracts issued by the insurance carriers to the Company.

2. Insurance Carriers

The plans described in this Appendix are carried by the following insurance companies:

- a. Medical Services Plan of British Columbia - Ministry of Health, Province of British Columbia, Group No. 4068904.
- b. Extended Health Benefit Plan - Great West Life Assurance Company.
- c. Dental Plan - Great West Life Assurance Company.
- d. Basic Life Insurance - Great West Life Assurance Company.
- e. Accidental Death and Dismemberment Insurance - W.J. Sutton & Co. Ltd.
- f. Non-occupational Disability Wage Loss Plan - Great West Life Assurance Company.
- g. Long Term Disability Wage Plan - Great West Life Assurance Company.

It is agreed that the Company may remove the names of the insurance carriers from the contract. This will enable the Company to be able to select an insurance carrier who can meet our needs at the most competitive price. The new carrier, in the event that there is a change, will continue to provide benefits at the negotiated levels outlined in the labour agreement.

The Company shall provide the Union with at least 30 day notice prior to a change in insurance carriers.

3. Effective Date of Coverage

- a. Regular full time employees are eligible for coverage under the Medical Services Plan of British Columbia and the Extended Health Benefit Plan on the first day of the month following date of hire as a permanent

employee.

APPENDIX "D" Continued

- b. Regular full time employees are eligible for coverage under Basic Life Insurance and Accidental Death and Dismemberment Insurance upon obtaining three months Company Service Credit as determined under the Company Service Credit rules.
- c. Regular full time employees are eligible for coverage under the Dental Plan and Non-Occupational Disability Wage Loss plan, and the Long Term Disability wage plan upon completion of 1300 active working hours in a calendar year.

Time spent on a Workers Compensation Board time loss claim will count as active working hours for this qualification.

Once the 1300 active working hour threshold has been passed and benefits are obtained they will not be revoked except under the rules in Section 4, Termination of Coverage.

4. Termination of Coverage

- a. When your employment terminates, or when you cease to be a member of the eligible class, benefits under the plans will cease as follows:
  - i. The M.S.P., E.H.B. and Dental Plans will cease on the last day of the month in which you terminate or your eligibility ends.
  - ii. Basic Life Insurance and Accidental Death and Dismemberment Insurance will cease on the day you terminate or your eligibility ends, except that if your death should occur within thirty-one (31) days thereafter, the Basic Life Insurance death benefit will be payable.
  - iii. Non-occupational Disability Wage Loss Insurance and Long Term Disability Wage Loss Insurance will cease on the date of termination, except that coverage will continue for those employees who are on active claim on the date of their termination. Employees who terminate while on active claim will continue to receive benefits for the term provided by the Plans, provided they meet the disability criteria outlined in the Plans.
  - iv. Long Term Disability Wage Loss Insurance will also cease on a date fifty-two (52) weeks prior to an employee's 65th birthday, provided the employee is not in receipt of non-occupational disability wage loss benefits on that date.

APPENDIX "D" Continued

- b. When you are laid off:
- i. Coverage under the Medical Services Plan of B.C., E.H.B. Plan, Dental Plan, Basic Life Insurance and Accidental Death and Dismemberment Insurance will cease except as provided for in Article 7.08-8. While your coverage is still in force under these, you can submit claims against them.
  - ii. Your Non-Occupational Disability Wage Loss Insurance and Long Term Disability Wage Loss Insurance will remain in force for the same period as your coverage under the Plans in (i) above.

If an employee who is laid off receives a non-occupational disability and he is eligible in all other respects for payment under this plan, payment will commence for three (3) consecutive days from the date of his recall, as long as the recall date occurs while his insurance is still in force.

Once your coverage has ceased as outlined in (i) and (ii) above, you will have to return to work for a minimum of one (1) day for the benefit plans to be reinstated.

- c. When you are granted an authorized leave of absence as outlined in Article 17.01-1, benefits under the plans will cease as follows:
- i. Coverage under the Medical Services Plan of British Columbia, Extended Health Benefit Plan, Dental Plan, Basic Life Insurance and Accidental Death and Dismemberment Insurance will cease two (2) months after the commencement of your leave of absence.
  - ii. Your Non-Occupational Disability Wage Loss Insurance and Long Term Disability Wage Loss Insurance will also cease two (2) months after the commencement of your leave of absence.

If you are scheduled to return to work within this two (2) month period and are prevented from doing so because of a non-occupational accident or illness, and you are eligible in all other respects for payment under the Plan, wage loss benefits will commence three (3) consecutive days from the date you are scheduled to return to work.

Once your coverage has ceased as outlined in (i) and (ii) above, you will have to return to work for a minimum of one (1) day for the benefit plans to be reinstated.

APPENDIX "D" Continued

- d. When an employee has been granted a leave of absence to fill a full-time office or position in his Union, coverage under the Medical Services Plan of B.C., Extended Health Benefit Plan, Dental Plan, Basic Life Insurance Plan, and Accidental Death and Dismemberment Insurance Plan, will cease twelve (12) months from the date the leave of absence commences.

Non-Occupational Disability Wage Loss Insurance and Long Term Disability Wage Loss Insurance will cease on the commencement of the leave of absence. Coverage under these plans may be continued for the duration of the leave of absence to a maximum of one (1) year upon payment of the full premium by the employee, in advance, on a monthly basis.

Once coverage has ceased, the employee will have to return to work for a minimum of one day for the benefit plans to be reinstated.

5. Description of Plansa. Medical Services Plan of British Columbia

- i. Eligibility - Regular full time employees, a spouse or common-law spouse, dependent child who is unmarried, mainly supported by the employee and is 18 years of age or younger, or 19 years of age or older but under 25 and in full time attendance at a school or university.
- ii. A description of the coverage, method of claiming and exclusions to the plan are outlined in a brochure available from your foreman.

b. Extended Health Benefit Plan

- i. Eligibility - Regular full time employees, a spouse or common-law spouse or dependent child who is unmarried and is under the age of 21 or is over 21 but under 25 and in full time attendance at a recognized educational institute.
- ii. A description of the coverage, method of claiming and the exclusions, limits and deductible are outlined in a brochure available from your foreman.
- iii. Effective April 04, 1998, the vision care reimbursement level for spectacle lenses and frames or contact lenses will be \$300 per 24 consecutive months.

APPENDIX "D" Continued-

- iv. Effective April 04, 2004 the vision care reimbursement level for spectacle lenses and frames or contact lenses will be \$325 per 24 consecutive months.

- c. Dental Plan

- i. Eligibility - Regular full time employees, a spouse or common-law spouse, a dependent child who is unmarried, mainly supported by the employee and is 20 years of age or younger, or 21 years of age or older and in full time attendance at a recognized school or college. With respect to Orthodontic benefits, dependent children will be covered up to their 19th birthday.

Orthodontic services may commence only after the patient has been covered continuously for twelve (12) months.

- ii. Benefits

- a. Section A

The benefits under this section are those services that are required to maintain teeth in good order and normal restoration services to restore them to good order.

- 1. Diagnostic Services

All the necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment. This includes examinations, consultations, pathological reports and other diagnostic aids as may be deemed necessary. The Plan will cover one standard oral examination each year and one recall examination. The Plan will cover a complete full examination only if the Plan has not paid for an examination during the past 3 years.

The plan will cover full-mouth X-rays every 36 month period, bitewings (X-rays of the crown of the teeth) once yearly, individual apical X-rays (root portion of the teeth) when and if required, and other radiographic services if your dentist deems it necessary

## APPENDIX "D" Continued

## 2. Preventative Services

All necessary procedures to prevent the occurrence of oral disease including:

- a) prophylaxis and scaling of the teeth twice in one year;
- b) topical fluoride application - twice in one year. When a fee is charged for fluoride application, only the combined fee will be paid for prophylaxis and fluoride application.

## 3. Surgical Services

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

## 4. Endodontic Services

Treatment of disease of the pulp chamber and pulp canal.

## 5. Periodontic Services

Procedures necessary for the treatment of diseases of the soft tissue (gum) and the bones surrounding and supporting the teeth.

## 6. Restorative Services

All necessary procedures for filling teeth with amalgam silicate (synthetic porcelain), acrylic (plastic), and composite resin restorations for restoring of tooth surfaces which have been broken down as a result of decay process, including stainless steel crowns.

## 7. Major Restorative Services

Inlays, onlays and gold foils will be covered only when other materials cannot be used satisfactorily.

## APPENDIX "D" Continued

## 8. Prosthetic Repair Services and Relines

All necessary procedures required to repair or reline fixed or removable appliances. Repairs or relines to dentures may be obtained from a dentist or a duly licensed dental mechanic. Repairs and relines will not be paid for unless a reasonable amount of time elapses between requiring these services.

## b. Section B

The benefits under this section are those services required for major reconstruction of teeth that have deteriorated and for replacement of teeth that are missing.

## 1. Crowns

For rebuilding natural teeth where other restorative material cannot be used satisfactorily.

## 2. Prosthetics

Removable Prosthetics - Full upper and lower dentures or partial dentures. These will not be provided more often than once every five years and may be provided by a dentist or a duly licensed dental mechanic.

Crowns and Bridges - To artificially replace missing teeth with a fixed prosthesis. Where a crown and bridge have been paid for under a Plan, a replacement of such crown and bridge will not be paid for except when approved by the Insurance Company because of special circumstances.

## c. Section C

## Orthodontia

For orthodontic services performed by a Orthodontist payment will be made to the extent of 50% of the cost based on the British Columbia College of Dental Surgeons Fee Schedule with a LIFETIME maximum payment of \$3,000.00 per patient. Appliances lost or stolen will not be replaced.

## APPENDIX "D" Continued

## d. Section D

The Plan will pay 80% of the cost of services provided under Section A. The amount that will be paid will be calculated in accordance with the British Columbia College of Dental Surgeons current Schedule of Fees, or the dentists' usual and customary fee, whichever is lesser. For benefits provided under Sections B and C, the amount that will be paid is 50% of the fee as described above.

## e. Section E

Emergency dental care will be provided anywhere in the world. If while you are traveling or on vacation outside of British Columbia, you require dental care as a result of an emergency, you are entitled to services of a duly qualified dentist in the event of such emergency, and will be reimbursed up to the amount that the Plan would have paid had the services been rendered in B.C.

## 3. Limitations and Exclusions

## a. Dental benefits do not cover payment for:

1. cosmetic dentistry;
2. treatment covered by Workers' Compensation Board or publicly supported plans;
3. services required as a result of an accident for which a third party is liable;
4. charges for services commencing prior to date of coverage;
5. charges for completing forms.

## b. Where a person is entitled to coverage under another Plan, payment from this Plan will be coordinated so that total payment received will not exceed the expenses actually incurred.

## APPENDIX "D" Continued

- c. You may not change your dentist during the course of treatment without the prior approval from the insurance company. This does not prevent you from going to the dentist of your choice. If you find it necessary to change your dentist after a course of treatment has commenced, the proper procedure is to tell both dentists concerned and notify the insurance company that you propose to change dentists. They will contact the insurance company and provided there is no duplication of services, approval will be granted. If you fail to carry out this procedure and fail to advise both dentists, it will be necessary to refuse payment to other than the first dentist.

#### 4. How to Use Your Dental Plan

Visit a dentist of your choice. Advise him that you are a member of the Plan and discuss with him the service he proposes to render, the fee he will charge for the services and what you will be required to pay as your portion of the cost. Your dentist is not required to obtain prior approval from the insurance company before rendering services. However, where the cost of services is other than a nominal charge, it is recommended that your dentist make an eligibility check. He can make this eligibility check by forwarding to the insurance company a form showing the treatment planned. This avoids any embarrassment between you and your dentist should you not be eligible for the proposed benefits. By making this eligibility check the dentist can confirm:

- a. whether or not you or your dependent are covered;
- b. whether or not the proposed services are a benefit and if so the amount payable under your Plan;
- c. whether or not financial or other limitations have been reached.

When the dentist has completed the work, he will complete a claim form which you should give to your employer. Payment cheques will be mailed by the insurance company to the address shown on the claim form.

## APPENDIX "D" Continued

d. Basic Life Insurance

i. Eligibility - Regular full time employees consistent with Section 3(b) of this appendix.

ii. Benefits

The life insurance is payable in the event of your death from any cause, at any time or place, while you are insured. Payment will be made in a lump sum to your beneficiary. You may change beneficiary whenever you wish in accordance with Provincial Laws.

When your coverage terminated consistent with Section 4(a)(ii) of this Appendix you may convert your Basic Life Insurance without medical examination to an individual policy issued by the insurance company provided that you make application and pay the first premium to the insurance company within 31 days of the termination of coverage. This individual policy will be issued at the insurance company's regular rates.

The Basic Life Insurance benefit is \$80,000.00. This amount will be increased to \$81,000 April 04, 2003 and to \$82,000 April 04, 2005.

iii. Limitations and Exclusions

If you become totally and permanently disabled while insured, your Basic Life Insurance will remain in force until age 65 as long as you remain so disabled, provided proof of disability is furnished as required. The first proof should be filed with the insurance company within three months after total disability has lasted nine months.

iv. How to Claim

Your next of kin should contact the Company and report complete details of your death. The Company will notify your next of kin of any documentation that is necessary.

## APPENDIX "D" Continued

e. Accidental Death and Dismemberment Insurance

- i. Eligibility - Regular full time employees consistent with Section 3(b) of this appendix.
- ii. Benefits

Accidental Death and Dismemberment Insurance provides benefits for your loss of life, limbs, or the entire and irrecoverable loss of sight excluding losses resulting from occupational bodily injuries.

Benefits are payable if the loss is a direct result of a bodily injury caused by an accident, and the loss is sustained within ninety days after the date of the accident.

The full Principal Sum to which you are entitled in accordance with the Schedule of Insurance will be paid for the loss of:

Life	One Hand and One Foot
Both Hands	One Hand and One Eye
Both Feet	One Foot and One Eye
Both Eyes	

One-half of the Principal Sum will be paid for the loss of one hand, one foot or one eye. In no case will more than the full Principal Sum be paid for all losses sustained through any one accident.

The Principal Sum of the benefits is \$80,000.00. This amount will be increased to \$81,000 effective April 04, 2003 and to \$82,000 effective April 04, 2005.

## APPENDIX "D" Continued

## iii. Limitations and Exclusions

Since the purpose of this coverage is to provide benefits for losses due to accidents, no benefits are paid on account of a loss caused or contributed to by:

Bodily or mental infirmity; or

disease, ptomaines or bacterial infections; or

medical or surgical treatment (unless made necessary by an injury covered under the plan); or

suicide or intentionally self-inflicted injury; or

war or any act of war.

The injury causing the loss must occur while insurance is in force.

## iv. How to Claim

Contact the Company and report complete details of the accident. The Company will then provide advice with regard to the necessary documentation.

## f. Non-occupational Disability Wage Loss Plan (Note: This plan was amended April 04, 1998 as per Letter of Understanding #3).

i. Eligibility - Regular full time employees consistent with Section 3(b) of this Appendix provided he reports the absence and the cause to the Company as soon as possible but within three (3) days.

## ii. Benefits

a. The plan pays you a weekly benefit for disability absences during which you are prevented from working your normal scheduled days as a result of a non-occupational accidental bodily injury or disease.

## APPENDIX "D" Continued

- b. Benefits will be payable beginning with the first day of disability caused by a non-occupational accident and beginning with the fourth day of disability caused by a non-occupational sickness, except that in cases of non-occupational sickness which has resulted in the claimant being hospitalized, or when the illness lasts more than three (3) weeks the said benefits will be payable beginning with the first day of the sickness.
- c. Absence in excess of three (3) consecutive calendar days will be paid for in accordance with the benefits provided under this Plan on the basis of absence for days which would normally have been worked had the employee performed his regular schedule of work.
- d. Income taxes shall be deducted from non-occupational disability payments on a single status basis. Employees who wish tax deducted on some other basis may make arrangements by contacting the Payroll Department.
- e. Payments will be made according to the following schedule:
 

After 3 months and under 1 year Company Service Credit before the start of disability	17 weeks' benefit
After 1 year Company Service Credit before the start of disability	52 weeks' benefit
- f. The amount of the benefit will be two-thirds (2/3) the employee's basic hourly wage rate for the work schedule in effect at the date of disability, excluding all premiums.
- g. If an employee, while on vacation, receives a non-occupational disability and is eligible in all other respects for payment under this Plan, payment will start after three (3) consecutive calendar days after the end of the scheduled vacation period if the employee is still absent due to the non-occupational disability. If an employee has not begun a scheduled vacation and becomes eligible for payment under this Plan, the vacation may be rescheduled and payment will be made under this disability plan.

## APPENDIX "D" Continued

## iii. Limitations and Exclusions

- a. The amount of payment for each absence involving a different and separate disability is calculated in the normally scheduled work week. When the absence takes place during a reduced work week, the amount of payment for such absence will be calculated proportionally to the reduction in hours.
- b. In any case where an employee is entitled to plant holiday pay, he shall not be entitled to sick pay for the same day, nor will such a plant holiday be counted as a day in the three day waiting period. However, in any case where any employee is not eligible for plant holiday pay, such plant holiday will be considered as a scheduled work day for the purposes of this Plan.
- c. If an employee covered by the Welfare Plan suffers a disability for which wage loss benefits are in dispute with the Workers' Compensation Board, weekly indemnity payments under the Welfare Plan will be paid retroactively as set forth in this Exhibit if requested by the employee and provided he has been off work for at least two (2) weeks due to the disability without the Workers' Compensation Board having accepted the claim for wage loss benefits.

In cases where the W.C.B. has accepted a claim for medical costs but there is a dispute existing over time loss benefits, weekly indemnity payments under the Welfare Plan will be available after an independent medical by a physician of the insurance carrier's choice has confirmed the employee's disability.

If the Workers' Compensation Board claim is subsequently established, the employee will then repay the weekly disability payment received to the appropriate fund or insurance company.

## APPENDIX "D" Continued

- d. All disability absences will be considered as having occurred during a single period of disability unless acceptable evidence is furnished that:
  - The cause of the latest disability absence cannot be connected with the causes of any of the prior disability absences and the latest disability absence occurs after return to active work on full time for at least one day, or a connection with prior disability absences can be established but that, between the last of the previous disability absences which are connected and the latest one, you have returned to active work on full time for at least one month.
- e. Non-occupational disability payments will not be paid for:
  - 1. Any period of incapacity during which the employee is not under treatment by a licensed physician or is not complying satisfactorily with the instructions of the physician in charge of the case;
  - 2. Any sickness or injury caused directly or indirectly by war;
  - 3. Any intentionally self-inflicted injury;
  - 4. Any period when an employee is on strike;
  - 5. Any period when an employee is on layoff or on a leave of absence.
- f. It is not necessary to be confined to your home to collect benefits but you must be under the personal care and attention of a licensed physician during the period of your disability.
- g. The disability absence must commence while insurance is in force.
- h. No benefits are payable for a disability absence due to pregnancy, during the period in which an employee is entitled to a pregnancy leave of absence by reason of statute.

## APPENDIX "D" Continued

- i. All non-occupational disability payments provided for shall be reduced by the amount or amounts of any other benefits which might be provided through Provincial or Federal Government legislation for the same type of disability and for the same period of absence.
    - j. Any premium rebate from the Unemployment Insurance Commission resulting from this Non-occupational Disability Wage Plan will be to the Company's account.
  - iv. How to Claim
 

Report your claim within 3 days to the Company who will provide you with the form for submitting proof of disability. Have your physician complete the form and return it to the Company promptly. Do not wait until you return to work to submit your form.
- g. Long Term Disability Wage Plan (Note: This plan was amended April 04/98 as per Letter of Understanding #3).
  - i. Eligibility
    - a. Full time regular hourly employees who are working full time for full pay.
 

Minimum hours worked no less than 30 per week.
    - b. Coverage to commence after 3 months of service.
    - c. Enrollment in the plan to be compulsory.
    - d. Must be actively at work, full time and for full pay on date coverage commences.
  - ii. Benefits
    - a. Level of benefit is 50% of regular weekly earnings calculated at 40 times the disabled employee's hourly straight time job rate at date of onset of disability. (Note: Not to include negotiated increases or retroactive adjustments).
    - b. Benefits commence after the employee has been totally and continuously disabled for 52 weeks or has exhausted his weekly indemnity benefits whichever occurs last

## APPENDIX "D" Continued

- c. There will be a minimum of sixty (60) months' of benefit payment. Additional benefits will be paid on the basis of one (1) month for each two (2) months of service in excess of sixty (60) months of continuous service up to the date of the onset of disability. In any event, benefit payment will not be paid beyond age 65, and in all cases, will cease on recovery.
- iii. Limitations and Exclusions
    - a. Definition of Total Disability
      - 1. The disabled employee's inability to perform the duties of his own occupation for the first year of L.T.D. disability payments and thereafter his inability to perform the duties of any occupation for which he is qualified by education, training or experience.
      - 2. For disabilities resulting from a mental or nervous disorder the definition of total disability to be the same as (1) except that after the disability has lasted two (2) years of L.T.D. benefit payments, the employee must be confined to a hospital or mental institution for disability payments to continue.
      - 3. During a period of disability the disabled employee must be under the regular care and attention of a medical doctor, or in cases of disability arising from a mental or nervous condition, a psychiatrist.
    - b. Integration With Other Disability Income
      - 1. The benefit from this plan combined with all other disability income to which the disabled employee is entitled will not exceed 70% of the employee's basic wage at date of disability.
      - 2. All other disability income will include: C.P.P./Q.P.P. primary disability pension benefits, Workers' Compensation, disability income from a group or association plan, disability income arising out of any law or legislation, and wage continuation or any industry or Company pension plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this Plan.

## APPENDIX "D" Continued

3. Increases in the C.P.P./Q.P.P. disability pensions or Workers' Compensation disability pensions that result from increases in the Canadian Consumer Price Index and which occur after the date disability payments from this Plan commence will not further reduce the benefits from this Plan.

## c. Rehabilitative Employment

1. During a period of total disability under this Plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this Plan will be reduced by 50% of the employee's rehabilitative employment income that exceeds \$50 per month. The benefit from this Plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D. Plan exceeds 75% of the employee's basic wage at date of disability.
2. Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, his doctor and the underwriter of the L.T.D. Plan.
3. Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed 75% of his straight time earnings at date of disability but in no event for more than 24 months from the date rehabilitative employment commences.

## d. Exclusions

Disabilities resulting from the following are not covered:

1. War, insurrection, rebellion or service in the armed forces of any country;
2. Participation in a riot or civil commotion;
3. Intentionally self-inflicted injuries;

## APPENDIX "D" Continued

4. Pregnancy, childbirth, miscarriage or abortion. Severe complications following termination of pregnancy will however be covered.

5. Preexisting Conditions

To be applicable to employees hired after the effective date of the Plan, a disability that results from an accident, illness, mental or nervous disorder for which the employee received treatment or medical supplies within the 90 day period prior to joining the Plan will not be covered unless the employee has completed 12 consecutive months of employment during which he was not absent from work from the aforementioned accident, sickness or mental disorder.

6. Successive Disabilities

- a) A subsequent disability that is related to a previous disability and occurs within six months of an employee's return to work will be considered a continuation of the previous L.T.D. disability and the employee will not be eligible for Non Occupational Disability Wage Loss Plan Benefits.\*

The employee under these circumstances will be eligible to receive benefits without the necessity of completing another elimination period.

- b) Subsequent disabilities resulting from a different cause or if from the same cause as a previous disability but which occur more than six months after a return to work, will be treated as a new disability and be subject to the completion of another elimination period.

\* Note: The Non Occupational Disability Wage Loss Plan will be amended to recognize this provision.

## APPENDIX "D" Continued

## 7. General Conditions

- a. The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the unemployment insurance premium resulting from the qualification of the Weekly Indemnity Plan under the Unemployment Insurance Regulations. The full U.I.C. premium reduction including the employee's 5/12 share will be retained by the employer.
- b. When an employee becomes totally disabled under this Plan he will be paid any outstanding entitlement with respect to vacations, supplementary vacations and plant holidays and deferred overtime.

Upon commencement of L.T.D. benefits all terms and conditions of the collective agreement will become inoperative except as provided for in section 7 (d).

- c. The following will also pertain:  
  
Negotiated wage increases or subsequent increases in plan benefits will not affect employees on L.T.D. benefits.
- d. Employees in receipt of disability payments from this Plan will continue to be covered under their employer's medical, extended health and dental plans. Coverage under the basic life insurance plan will also continue in accordance with the conditions of that Plan.

## iv. How to Claim

When you become eligible for benefits under this plan contact the Company. They will provide you with the appropriate proof of disability forms for completion by your physician. Return the completed forms to the Company promptly.

**APPENDIX "E"****COMPRESSED WORK WEEK**

It is agreed that the following principles will apply to the scheduling of the compressed work week:

1. The compressed work week is implemented on the condition that there will be no additional cost to the Company over the regular eight hour shift schedule, or loss of efficiency in any part of the operation.
2. It is understood that no overtime or any other shift change penalty will be paid in order to implement or discontinue the compressed work week.
3. The compressed work week schedule will consist of two 12 hour shifts each day. A "day" shall be considered as the twenty-four (24) consecutive hours beginning at 7:00 A.M. The day shift will be from 7:00 A.M. to 7:00 P.M. The night shift will be from 7:00 P.M. to 7:00 A.M.
4. A "week" for the purpose of the compressed work week schedule, shall commence at 7:00 A.M. on Monday.
5. Employees will receive a 60 cents per hour premium for hours worked during the 7:00 P.M. to 7:00 A.M. night shift. No premium will be paid for hours worked during the 7:00 A.M. to 7:00 P.M. day shift.
6. Shift Schedules

The shift schedule will be made up of consecutive cycles of:

Continuous Operations:

2 day shifts - 2 days off - 3 day shifts - 2 days off - 2 day shifts - 3 days off -  
2 night shifts - 2 days off - 3 night shifts - 2 days off - 2 night shifts - 3 days off.

## APPENDIX "E" Continued

7. Straight time job rates will be paid for the first twelve hours worked in a day or 48 hours in a week.

When an employee is required to change to a different shift schedule he will be paid the overtime rate after 36 hours work on the first week of the new shift schedule.

The transferred employees day off will become those of the new schedule.

Overtime rates will apply for hours worked over 12 in a day, or for work on a scheduled day off.

8. When an employee is required to work more than twelve hours because his relief fails to report for work, he will not be required to work more than fourteen hours. The Company will make every possible effort to provide relief as soon after twelve hours as possible.
9. It is understood that replacements for relief purposes may have to be provided by employees from the five day, eight hour shift schedule.

Employees who are on the compressed work week will be provided with a list of supervisors to call if relief is required. The supervisor will be responsible for contacting employees and arranging for a replacement.

10. In order to compensate for the forty-two (42) hour average work week now in effect, an additional one and three-quarters (1.75) hours of pay will be paid each week. This additional pay is in lieu of any overtime provision, statutory, or otherwise included in this contract, which might otherwise apply. Payment of this additional time is subject to the following conditions:
  - a. An employee must work his scheduled amount of hours, thirty-six (36) or forty-eight (48) in the week to qualify for the additional one and three-quarters (1.75) hours' pay.

An employee who is unable to work his regular shift due to plant closure in observance of a statutory holiday, i.e., Christmas Day, will be deemed to have worked for the purpose of qualifying for the additional pay.
  - b. Hours paid but not worked will not be used to qualify for the additional pay.

## APPENDIX "E" Continued

- c. The 1.75 hours additional pay will be excluded in computing overtime hours.
  - d. The rate of pay used in the calculation will be the rate at which the most hours were worked during the qualifying period.
  - e. This 1.75 hours of pay will not be subject to any other premiums, i.e. shift differential, first aid premiums, etc.
  - f. The 1.75 hours may be banked and taken as time-off.
11. When an employee works on a plant holiday he will be given the option of banking hours as provided in Appendix F.
12. Vacation Period for General Plant
- One (1) week of vacation or supplemental vacation will be equal to forty (40) straight time, regularly scheduled shift hours; two (2) weeks equal eighty (80) hours; three (3) weeks equal one hundred-twenty (120) hours, etc. For clarification, one twelve hour shift equals twelve (12) hours of vacation. In addition, employees will receive their regular scheduled days off in accordance with their shift schedule.
- Vacation pay will be calculated at the employee's basic hourly rate in effect at the time he goes on vacation, multiplied by the number of schedule hours taken for vacation, or the appropriate percentage of earnings - whichever is the greater.
- Vacation entitlement is subject to the qualifying hours in Appendix "C".
13. Vacation Stints
- Vacation must be taken in fixed increments of all scheduled working days between scheduled days off (i.e. stints).
14. There will be two 15 minute break periods before the lunch period and two 15 minute break periods after. Lunch periods may be taken when operations permit.
15. When an employee works two hours beyond the end of his 12 hours shift he will qualify for the meal allowance provided for in Article 12.07.
16. The waiting period for weekly indemnity benefits will be reduced from three 8 hour days to two 12 hour days. Weekly indemnity benefits will continue to be calculated on the basis of calendar days.

## APPENDIX "E" Continued

17. Bereavement pay will be calculated as a maximum of twenty-four hours pay for time lost from an employee's regular work schedule:
  - a. from the date of death through to the day after the funeral if the employee attends the funeral.
  - b. on the day before, the day of, and the day after the funeral if the employee does not attend the funeral.
18. Any problems which arise due to the introduction of the compressed work week which have not been anticipated in this article will be resolved by the parties in a manner consistent with the intent of this article. That is, that the Company will not be expected to bear any additional cost or make any payments greater than those established in the Labour Agreement.
19. Employees on the compressed work week will be considered to have worked 1.5 days for each 12 hour shift completed when calculating the 45 day probationary period.

**APPENDIX "F"****DEFERRED OVERTIME PLAN**

1. The purpose of the Deferred Overtime Plan is to allow employees to elect compensating time off work with pay in lieu of the overtime premium payment for work performed pursuant to the overtime provisions of Article 12 and in lieu of the holiday allowance and overtime premium payment for work performed on a plant holiday pursuant to Article 15, under the following conditions.
2. Deferred overtime hours shall be accumulated on the following basis:
  - a. One half hour for each overtime hour paid at time and one half rate as provided in Article 12.
  - b. One hour for each overtime hour paid at double time rate as provided in Article 12.
  - c. Eight (8) hours for the holiday allowance paid on a plant holiday, pursuant to Article 15.
  - d. One hour for each hour worked on a plant holiday pursuant to Article 15.
3. Deferred overtime hours will be limited to an accumulated total of 80 hours. An employee shall be entitled to take a maximum of 80 hours as time off in any calendar year. Any excess deferred overtime hours in a calendar year shall be paid to the employee as wages or transferred to the employee's individual RRSP account, at the employee's option.
4. An employee may request to receive payment for his accumulated deferred hours in lieu of time off. Payment will be made in units of time equivalent to the employees regular shift hours at the rate or rates at which the time was accumulated.
5. The granting of compensating time off shall be subject to the staffing requirements as determined by the Company and at such time as quality and quantity of production will not be impaired.
6. Employees requesting regular vacation or supplementary vacation more than ten days prior to the period when compensating time off has been granted shall receive priority. Employees must request compensating time off at least ten days in advance of the week in which it is desired. Except as noted above, once compensating time off has been granted it shall not be changed unless by mutual agreement.

## APPENDIX "F" Continued

7. Compensating time off will be paid at the rate or rates at which it was accumulated.
8. Compensating time off must be taken in units of time equivalent to the employee's regular shift hours.
9. It is the employee's responsibility to mark his time card if the eligible hours are to be banked. Failure to mark the card will result in payment being made which will not be revised.
10. The Deferred Overtime Plan shall be discontinued on April 03, 2006 unless continued by mutual agreement between the Company and the Union.

**LETTER OF UNDERSTANDING #1**

**SUBJECT: APPENDIX "A"**

The step rates as outlined in Appendix "A" of the Collective Agreement are given for experience and ability gained through actual hours worked on the job.

1. An employee who fills a permanent job vacancy under the provisions of Section 7.05 of the Collective Agreement will be paid at the "start" rate of the position.

To progress through the step rates for a job category these employees will have successfully completed their probationary or trial period and will have worked the required hours on the job. For this purpose 1 year is defined as 2080 hours, which will include all hours actually worked, all regular vacation hours and all supplemental vacation hours.

2. An employee who assumes a position under the provisions of 7.08-5b of the Collective Agreement will be paid at the "start" rate for the position.
3. It is understood that the Company will advise the Union plant committee in advance of all instances where the above rules are not adhered to.

K. McKenzie \_\_\_\_\_

G. Harward \_\_\_\_\_

D. Starr \_\_\_\_\_

DATE: October 1, 1986

AMENDED:

DATE: December 13, 1991

**LETTER OF UNDERSTANDING #2**

**EXTRUSION HELPER**

As per agreement reached at the 1991 contract negotiations, the number of Extrusion helpers per crew will be reduced to one with the following exception.

Existing Extrusion Department employees will be entitled to the old helper rate (\$14.30 - \$15.04) plus general wage increases when holding down the position previously referred to as Helper #2.

The Extrusion Department employees included are:

K. Graham  
W. Weinmueller  
S. Bergunder  
D. Adair  
R. Wittenberg  
S. Lexvold  
M. Halweg  
G. Haynes  
C. Smith

T. Barnett  
W. Beutler  
R. Griffioen  
N. Kaila  
R. Bianchini  
J. Harrison  
C. Dow  
D. Monteith

G. Ellis \_\_\_\_\_

K. McKenzie \_\_\_\_\_

G. Harward \_\_\_\_\_

D. Starr \_\_\_\_\_

S. Norris \_\_\_\_\_

L. Green \_\_\_\_\_

S. Tupper \_\_\_\_\_

D. Monteith \_\_\_\_\_

D. Adair \_\_\_\_\_

November 6, 1991  
DATED

Note: Previously numbered as L.O.U. #3







