

BRITISH COLUMBIA STAMP WORKS (1989) LIMITED

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PURPOSE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees and the Company and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment, to be observed between the parties hereto.

ARTICLE 1:00 BARGAINING AGENCY AND DEFINITION

1:01

This Agreement shall be binding upon the parties hereto, their Successors, Administrators, Executors and Assignees. In the event the entire operation or any part thereof, which is covered by this Agreement, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

1:02

It is understood by this section that the parties hereto shall not use any leasing device to a third (3rd) party to evade this Contract.

1:03

If, at any time, the Company intends to sell, transfer or lease the entire operation, or any part thereof, it shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy to the Union, not later than the effective date of sale.

1:04

The Company agrees not to enter into any agreement or Contract with the Employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Provincial or Federal Statute.

ARTICLE 2:00 UNION SECURITY

2:01

All Employees except those excluded by the Certification shall become Members of the Union within five (5) days of the signing of this Agreement and remain Members of the Union as a condition of employment.

2:02

Production Employees now Members of the Union shall as a condition of employment, remain Members of the Union. All production Employees, as a condition of employment, shall become and remain Members of the Union upon completion of sixty (60) days continuous service with the Company. All Employees, as a condition of employment, shall pay Dues.

2:03

The Company agrees to deduct by the tenth (10th) day of each month, out of the wages due to such Employees, the Monthly Dues and Initiation Fees and/or Assessments of such Employee.

2:04

All Union Dues and Initiation Fees and/or Assessments so deducted shall be remitted by the Company to the Secretary of the Union within seven (7) days after the date of the said deduction, together with a list of the names of the Employees from whom deductions were made. The Employer shall also include with this list the Employees address and telephone numbers as they are changed, if the Employer is notified by the Employee.

2:05

There shall be no discrimination against any Member of the Union because of Union activities not inconsistent with this Agreement.

2:06

T-4 SLIPS

The Company agrees that Dues remittances and/or Assessments shall be shown on all T-4 Slips.

2:07

Foreman and other Employees outside the bargaining unit shall not perform bargaining unit work.

2:08

RETIREES

The Employer agrees to give notice by separate letter, to the Union, that the Employee has terminated their employment because of retirement. The covering letter shall indicate the Employee's Name, Current Address, Social Insurance Number and Retirement Date.

2:09

UNION LABEL

It shall not be a violation of this Agreement, for an Employee to post the Service Employees International Union, Local 244's "label" in a conspicuous place. The said "label" is to be attached to any glass area.

2:10

UNION PIN

It shall also not be a violation of this Agreement for an Employee to wear the Service Employees International Union, Local 244's duly recognized Pin on the Employee's lapel or their person. An Employee may wear the Union Button without being disciplined.

ARTICLE 3:00 MANAGEMENT RIGHTS

3:01

The Management and the direction of the Company's operations, including the right to hire, suspend or dismiss for proper cause, and the right to relieve Employees from duties because of lack of work, is vested exclusively in Management, provided, however, that this will not be used for the purpose of discrimination against an Employee or to avoid any of the provisions of this Agreement.

ARTICLE 4:00 HOURS OF WORK

4:01

A full working week shall consist of forty (40) hours in each week. A working day shall consist of eight (8) hours of work plus one-half (½) hour for lunch.

4:02

There shall be one (1) fifteen (15) minute coffee break in the morning and one (1) fifteen (15) minute coffee break in the afternoon.

4:03

Whenever there is a shortage of work the Company and the Shop-Steward shall meet in advance to discuss the manner in which the hours of work may be reduced. Wherever possible the arrangement shall be to reduce the individual hours from forty (40) to thirty-two (32) hours weekly, rather than to lay off full-time Employees. However, the arrangement decided upon will be predicated by the production requirements of each particular Department.

4:04

During such periods of reduced hours, schedules or lay-offs, Supervisory Personnel shall not do work normally done by Union Members other than work which the Supervisor normally performs or for emergency or training situations. The emergency situations will only apply when there are no qualified unionized employees available to do the required work.

4:05

Employees who are laid off shall have rehire rights as follows:

Service up to one (1) year six (6) months rehire rights

Service of one (1) year or more ... twelve (12) months rehire rights

ARTICLE 5:00 OVERTIME

5:01

Overtime will be paid at the rate of time and one-half (1½) after eight (8) hours in any one (1) day. Double time will be paid after eight (8) hours on Saturdays and for all work done on Sundays and Statutory Holidays. When working overtime after a regular shift of eight (8) hours in any one (1) day, the Employee must take a thirty (30) minute supper break and, in addition, a thirty (30) minute break after four (4) hours of work on Saturday. Such breaks shall be on the Employees own time.

5:02

All overtime must be authorized by Management, and will be on a voluntary basis. However, in emergency situations, the Union will co-operate in obtaining sufficient Employees where there are not sufficient volunteers. Twenty-four (24) hours notice will be given Employees for planned overtime, but such notice is not required for emergency overtime.

5:03

It is agreed that the Annual stock taking will generally be on regular time/overtime and those involved will be assigned.

ARTICLE 6:00 SENIORITY

6:01

Employees shall be regarded as probationary for a three (3) calendar month period. During this period, Employees acquire no seniority nor re-employment rights and may be laid off at the Company's discretion. After such period of employment, the names of such Employees shall be placed upon the Seniority List in order of date of original hiring. Probationary Employees are entitled to all rights and privileges within this Agreement; however, a probationary Employee may be discharged during the probationary period if found to be unsuitable for continued employment.

6:02

In any lay-off, the reduction shall be first by seniority. Length of service shall be the deciding factor governing lay-offs and re-employment except where the senior Employee does not have the capabilities to perform the work to be done.

6:03

When making promotions, present Employees shall be given first (1st) consideration. Where an Employee has the necessary qualifications, seniority shall govern. The Company shall post all entry jobs which occur in the shipping and the production areas.

6:04

When an Employee is temporarily removed from his regular work and placed on other work for the Company's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is greater. It is also agreed that, regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.

6:05

The Employer shall provide a Seniority List to the Union on **January 1st** and **July 1st** of each year, showing the date of employment of each Employee.

ARTICLE 7:00 WAGES

<u>7:01</u>	<u>JAN.</u> <u>1, 2002</u>	<u>JAN.</u> <u>1, 2003</u>	<u>JAN.</u> <u>1. 2004</u>
TYPESETTER/PROOF READER I	13.55	13.82	14.10
TYPESETTER/PROOF READER II	11.76	12.00	12.24
MARKING DEVICE CRAFTSMAN I	12.29	12.54	12.79
MARKING DEVICE CRAFTSMAN II	11.45	11.68	11.91
MARKING DEVICE CRAFTSMAN III	10.41	10.62	10.83
SHIPPER/RECEIVER/IMPROVER I	11.45	11.68	11.91
SHIPPER/RECEIVER/IMPROVER II	10.41	10.62	10.83
LABOURER	9.62	9.81	10.01

During the Life of this Agreement, there shall be no reduction in pay for any category.

JOB CLASSIFICATIONS

TYPESETTER/PROOF READER I

Must have not less than three (3) years experience in the plant or in an equivalent operation. Must have thorough knowledge and skill in more than one process in which he can carry out the full job with minimal supervision. May provide supervision at the work leader level over Employees in Improver or Labour categories.

TYPESETTER/PROOF READER II

Must have not less than two (2) years experience in the plant or in an equivalent operation. Must have thorough knowledge and skill in more than one process in which he can carry out the full job with minimal supervision. May provide supervision at the work leader level over Employees in Improver or Labour categories.

MARKING DEVICE CRAFTSMAN I

Must have not less than three (3) years experience in the plant or in an equivalent operation. Must have thorough knowledge and skill in more than one process in which he can carry out the full job with minimal supervision. May provide supervision at the work leader level over Employees in Improver or Labour categories.

MARKING DEVICE CRAFTSMAN II

Must have not less than two (2) years experience in the plant or in an equivalent operation. Must have thorough knowledge and skill in more than one process in which he can carry out the full job with minimal supervision. May provide supervision at the work leader level over Employees in Improver or Labour categories.

7:01

MARKING DEVICE CRAFTSMAN III

Must have not less than one (1) year's experience in the plant or in an equivalent operation. Must have thorough knowledge and skill in more than one process in which he can carry out the full job with minimal supervision. May provide supervision at the work leader level over Employees in Improver or Labour categories.

SHIPPER/RECEIVER/IMPROVER I

Must have not less than two (2) year's experience in the plant or in an equivalent operation. Must be capable of carrying out assignments required and some knowledge with Company processes with limited supervision.

SHIPPER/RECEIVER/IMPROVER II

Must have not less than one (1) year experience in the plant or in an equivalent operation. Must be capable of carrying out assignments required and some knowledge of the Company processes with limited supervision.

LABOURER

Will have less than one (1) year experience in the plant or in an equivalent operation. Must be capable of carrying out assignments required and some knowledge of the Company processes with limited supervision.

ARTICLE 8:00 VACATIONS

8:01

- (A) Each Employee covered by this Agreement shall be entitled to an Annual Vacation with pay of:
- (i) After the first six (6) months of employment, an Employee shall be entitled to take one (1) weeks vacation (based on four (4%) percent per annum.
 - (ii) **AFTER ONE (1) YEAR**
Two (2) weeks at four (4%) percent per annum (from year 1 to year 5).
 - (iii) **AFTER FIVE (5) YEARS**
Three (3) weeks at six (6%) percent per annum (from year 6 to year 15).
 - (iv) **AFTER FIFTEEN (15) YEARS**
Four (4) weeks at eight (8%) percent per annum.
- (B) New Employees shall be paid four (4%) percent of their earnings from the date of hire upon completion of their Anniversary Date after hiring. They shall then take two (2) weeks in the succeeding ten (10) month period. However, the taking of vacation time off during the ten (10) month period shall be mandatory.

8:02

Qualifying Period:

An Employee's first (1st) vacation year shall be his/her full year of employment.

8:03

Upon completion of each subsequent Anniversary Date, Employees shall be entitled to a vacation with pay in accordance with the above. In each case, the qualifying period for vacations shall be the Employees Anniversary Date.

8:04

At the conclusion of their first (1st) year of service, New Employees shall be paid vacation pay equal to four (4%) percent of their gross earnings from their date of hire up to and including their vacation.

8:05

An Employee's first (1st) vacation year shall follow the first (1st) Anniversary Date of employment following their date of hiring.

8:06

Employees in their first (1st) vacation year shall be entitled to two (2) weeks leave of absence without pay at the request of the Employee. Vacation in subsequent years shall be in accordance with Article 8:01 above.

8:07

In the event that an Employee has worked less than two hundred and twenty-five (225) days including Statutory Holidays during any qualifying period, his vacation pay for the subsequent vacation year shall be an amount equal to four (4%) percent of the gross wages earned during the qualifying period or the appropriate wages which would have been earned, whichever is greater.

8:08

The Employer shall post a Vacation Schedule Sheet on the Employees Bulletin Board of each year and the Employees shall post their desired Vacation periods on the schedule, the Employer shall confirm Vacation periods on an individual basis by seniority. Failure by an Employee to choose a vacation period during the interview shall result in being given the choice of openings existing.

8:09

Upon written notification by the Employee that they wish to receive their vacation pay at the time of taking vacation; the Employer will then hold that Employees vacation pay cheque until such time that the Employee takes their vacation.

ARTICLE 9:00 STATUTORY HOLIDAYS

9:01

The following days shall be regarded as Holidays with pay:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
B.C. DAY	BOXING DAY

9:02

In order to qualify for Statutory Holiday Pay, an Employee must have been on payroll for no less than thirty (30) calendar days, and must work his last regularly scheduled shift before and his first (1st) regularly scheduled shift after the holiday and at least fifteen (15) days of the thirty (30) days prior to the holiday.

9:03

Authorized time off shall count as time worked, providing the time off commenced within fifteen (15) days prior to and was completed no more than fifteen (15) days after the Statutory Holiday.

9:04

Where an Employee is required to work on a Statutory Holiday, he shall:

- (A) be paid not less than double (2) his regular rate of pay for all hours worked by him on that day, and:
- (B) be given a holiday with pay at some other time not later than his next Annual Holiday, or on termination of his employment, whichever first (1st) occurs.

9:05

Any additional Statutory Holidays declared by the Federal or Provincial Government will be with pay.

ARTICLE 10:00 BENEFITS

10:01

All benefits shall be described in BENEFIT PLANS with the exception of the Pension, which shall be on the basis of fifty (50%) percent paid by the Company and fifty (50%) percent by the Employee.

BENEFIT PLANS

The Following is a summary of the Benefit Plans currently provided by the Company. The Company will continue to provide the level of benefits indicated, but reserve the right to change the Companies providing the coverage.

LIFE INSURANCE	Principal Amount
DEATH BY ACCIDENTAL MEANS	Principal Amount
DISMEMBERMENT BY ACCIDENTAL MEANS	
- Loss of both hands, both feet, the sight of both eyes, or any two of these	
.....	Principal Amount
- Loss of one hand, one foot, or the sight of one eye	
.....	one-half (1/2) of the Principal Amount

The Principal Amount of your Life Insurance and Death and Dismemberment by Accidental Means Benefits, is stated on the sticker attached to the cover of your Certificate. This amount is subject to change as provided in the Policy. If any change in Benefits occurs as a result of a change in your job title, or your earnings or because of a change in the Policy, a new Certificate, rider or sticker will be given to you.

THE PRINCIPAL AMOUNT SHALL BE:

ANNUAL EARNINGS IN EXCESS OF \$10,500	\$25,000.00
ANNUAL EARNINGS FROM \$9,501 TO \$10,500	50%
ANNUAL EARNINGS FROM \$8,501 TO \$ 9,500	70%
ANNUAL EARNINGS FROM \$7,501 TO \$ 8,500	56.6%
ANNUAL EARNINGS FROM \$6,501 TO \$ 7,500	50%

The amounts of your Life Insurance, Death and Dismemberment Benefit will be reduced by fifty (50%) percent on the first (1st) day of the month in which you become sixty-five (65) years of age.

ACCIDENT AND SICKNESS WEEKLY BENEFIT

Employees who are absent for four (4) days or longer, as a result of a bonafide illness, who established entitlement to Weekly Indemnity, shall be paid at sixty-six (66%) and two-thirds percent of regular rate for up to the first (1st), three (3) working days lost during the waiting period.

Benefits begin on the first (1st) day of disability for an accident; on the fourth (4th) consecutive day of disability for sickness.

10:01

FOR YOU AND YOUR DEPENDENTS:

MEDICAL EXPENSE (BEYOND THAT PROVIDED BY MSP)

MAXIMUM AMOUNT UNLIMITED

PERCENTAGE PAYABLE 80%

DEDUCTIBLE AMOUNT \$25,000.00
per insured person or per insured family*

* Applicable to all covered expenses incurred, except if incurred for Vision Care.

DENTAL EXPENSE

DENTAL DEDUCTIBLE 20%

PERCENTAGE PAYABLE 80%
of covered dental expense incurred, except fifty (50%) percent if incurred for Crowns or
Prosthetics.

DEDUCTIBLE AMOUNT PER PERSON PER YEAR \$25.00

DENTAL X-RAY MAXIMUM \$50.00
during any period of 12 consecutive months.

ORTHODONTICS NOT COVERED

MAXIMUM AMOUNT \$1,000.00
per insured person per calendar year.

Schedule as per CANADIAN DENTAL ASSOCIATION
Schedule of Fee Allowances of the College of Dental Surgeons of British Columbia.

THE FOREGOING IS A GENERAL SUMMARY OF BENEFIT COVERAGE ONLY. FOR DETAILS OF
COVERAGE AND LIMITATION, REFER TO THE GROUP INSURANCE BOOKLETS AVAILABLE IN THE
OFFICE. "IN THE EVENT OF ANY VARIATION BETWEEN THE SUMMARY ABOVE AND THE ACTUAL
PROVISIONS OF POLICIES, THE LATTER WILL PREVAIL".

10:02 Registered Retirement Savings Plan

The existing Registered Retirement Savings Plan (RRSP) will continue in force under the current terms
and conditions with the Company contributing twelve and one-half (12½¢) cents per hour for every regular
hour worked by the Employee and the Employee contributing twenty-two and one-half (22½¢) cents
for every regular hour worked toward the Fund.

10:03 Waiting Period

The following shall be the effective dates of coverage for the Benefit Plans:

Medical

After ninety (90) days continuous work.

Extended Health

After ninety (90) days continuous work.

Group Life

After ninety (90) days continuous work.

Long Term Disability

After ninety (90) days continuous work.

Registered Retirement Savings Plan (RRSP)

After ninety (90) days continuous work.

10:04 Dental Coverage

(After ninety (90) days continuous work).

Company shall pay fifty (50%) percent of the Premiums and the Employee the balance.

ARTICLE 11:00 SAFETY AND HEALTH

11:01

There shall be a Safety Committee as provided for under the Workers' Compensation Act, composed of equal representation on behalf of the Company and the Union. The Safety Committee shall be composed of one (1) Representative selected by the Company and one (1) Representative selected by the Union, and shall meet monthly.

ARTICLE 12:00 GRIEVANCE PROCEDURE

12:01

In case a grievance arises in the Plant, an honest effort shall be made to settle the difference in the following manner:

12:01

- (A) There shall be a Grievance Committee, consisting of two (2) Employees designated by the Union who are actually then in the employ of the Company, and who will be afforded such time off as may be required to attend Meetings with the Management, held at the request of the Management or the Grievance Committee. Minutes of the Meeting shall be kept, signed by both parties, one (1) copy to be retained by the Company and one (1) copy by the Union, and a copy to be posted on the Bulletin Board.
- (B) The Union agrees to advise the Company of the names of Members of the Grievance Committee, in writing, and also of any changes from time to time.

12:02

The **STEPS** to be taken in the handling of any grievances shall be:

STEP 1

Between the aggrieved Employee, with the Shop-Steward and Department Head. Grievances shall be submitted within thirty (30) days of the incident and a Grievance Meeting shall be scheduled within five (5) days of receipt of the grievance. Failing to reach a satisfactory settlement within seventy-two (72) hours, **STEP 2** may be invoked.

STEP 2

The grievance to be written on proper grievance forms and presented by the Grievance Committee together with the Union Representative, to the General Manager or his designate. Failing to reach a satisfactory settlement within five (5) days, **STEP 3** may be invoked.

STEP 3

The grievance shall be submitted to Arbitration. The parties shall first endeavour to agree on a Single Arbitrator and, if the parties fail to agree within five (5) days, the following provisions for a three (3) Man Arbitration Board will apply. The Union shall nominate one (1) Arbitrator and the Company shall nominate one (1). Nominations shall be made within forty-eight (48) hours of this Step being taken. The Arbitrators shall attempt to nominate an impartial Arbitrator who shall act as Chairman of the Arbitration Board. Failing to agree upon such impartial Arbitrator within five (5) days, the Minister of Labour shall be requested to appoint such impartial Arbitrator. The majority decision of the Arbitration Board shall be final and binding on both parties to the Agreement.

12:03 FACT FINDER

- (A) Where a grievance has been processed through STEPS 1 and 2 of Article 12:02, the parties may, by mutual agreement, within seven (7) days of the completion of STEP 2, refer the matter to a Fact Finder in accordance with Section 103 of the Labour Relations Code.
- (B) Unless otherwise agreed to, the findings of the Fact Finder shall not be binding.
- (C) When the Fact Finder's Report has been received, the parties may, within ten (10) days, mutually agree to implement the findings of the Report, or, alternatively, either party may, within the ten (10) day period, elect to arbitrate the matter in accordance with Article 12:02 STEP 3.

12:04

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or the interpretation, application, operation or alleged violation of this Agreement, including any question of whether a matter is arbitrable, during the term of the Collective Agreement, (insert name here), or a substitute agreed to by the parties shall, at the request of either party:

- (A) investigate the difference;
- (B) define the issue in the difference, and
- (C) make a written recommendation to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

12:05

The recommendation of the Appointee may be binding by prior mutual agreement of the parties.

12:06

It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement.

12:07

The Union and the Company agree that Section 84 of the Labour Relations Code of British Columbia shall be implemented only where mutually agreed by the Company and the Union.

12:08

In the case of a grievance involving the dismissal of an Employee, the first (1st) Step of this Grievance Procedure may be omitted.

ARTICLE 13:00 LEAVE OF ABSENCE

13:01 - Bereavement Leave

An Employee shall be granted a minimum of three (3) regularly scheduled work days leave, without loss of pay or benefits, in the case of death of a parent, a spouse (including common-law spouse), brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent, or grandchild. If an Employee makes a request for bereavement leave under this Article, for a relative, the request shall be considered based upon its merits.

13:02

An Employee shall be entitled to leave of absence without pay and without loss of seniority when he requests it for good and sufficient reasons given that it is possible for the company to maintain required production schedules.

13:03 Jury Duty

An Employee summoned to Jury Duty or subpoenaed as a Witness shall be paid wages amounting to the difference between the amount paid them for Jury Service and the amount they would have earned had they worked on such days. Employees on Jury Duty shall furnish the Company with such statement of earnings as the Courts may supply.

13:04 DAY OF INJURY

An Employee injured on the job, shall be transported to the nearest Hospital or to his/her home at no cost to the Employee and shall suffer no loss of wages or benefits for the day of injury. Subject to W.C.B. Claim to be filed.

ARTICLE 14:00 TECHNOLOGICAL CHANGE

14:01

Technological Change shall mean any change in the equipment, material or methods of operation of the Plant.

14:02

Where, as a direct result of a technological change, there will be a significant reduction in the number of Employees required, the following shall apply:

- (A) The Employer shall give not less than three (3) months notice to the Union of the change.
- (B) Employees whose jobs are displaced as a result of technological change, but whose seniority is such that they would not normally be involved in the resultant lay-off shall, where feasible, be given the opportunity to take up to one (1) month's on the job training to qualify them for other work which is available at the Plant. If on the job training is necessary, the Employee shall be paid at his previous rate during the training period for up to a maximum of four (4) weeks after which the rate of pay for the new work shall apply.
- (C) Employees who are laid off as a result of technological change or who choose to take a lay-off instead of a transfer and/or re-training shall have the option of:
 - (i) taking a lay-off until a suitable opening again occurs at the Plant;
 - (ii) taking severance pay.
- (D) If they choose to take severance pay, their recall rights shall be forfeited, but in any event, those who choose lay-off with recall rights instead of severance pay shall be paid their severance pay if a suitable opening does not occur within the time limits specified in Article 14:03.

14:03 **Notice Required**

- (A) An Employer shall not terminate an Employee without giving the Employee, in writing, at least:
 - (i) two (2) weeks notice where the Employee has completed a period of employment of at least six (6) consecutive months, and;
 - (ii) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks notice.
- (B) The period of notice shall not coincide with an Employee's annual vacation.
- (C) When an Employer terminates an Employee and fails to comply with subsection (A) the Employer shall pay the Employee severance pay equal to the period of notice required.
- (D) Payment under subsection (3) does not relieve the Employer from making any other payment to which the Employee is entitled under this Act.
- (E) The Chairman may, with respect to an Employer and his Employee or his group of Employees, vary the provisions of this Part where the Employer and the Employee or group of Employees have entered into an agreement that provides for benefits or supplemental payments during a period of lay-off which are consistent with the intent of this Part.
- (F) A payment in respect of a termination made pursuant to a contract of employment may be treated by the Chairman as severance pay for the purposes of this Part.

14:04

Any disputes which arise as a result of the introduction of technological change may be referred to Arbitration in accordance with **Article 12:02 - Step 3**.

ARTICLE 15:00 LABOUR DISPUTES

15:01

The Company agrees that in the event of a legal strike amongst the Employees of a concern with which the Company is doing business, it will not ask, require or in any way force or compel Members of the Union to service such a strike-bound Firm by crossing any legally established Picket Line(s).

ARTICLE 16:00 MILEAGE ALLOWANCE

16:01

Employees required to use their personal vehicle on Company Business, shall be paid a mileage allowance of twenty-five (25) cents per kilometre.

ARTICLE 17:00 UNION BUSINESS

17:01

The Company may grant leave of absence to not more than one (1) Employee who are appointed or selected to Union Office for a period up to and including two (2) months. Further leave of absence may be granted by mutual consent. The Employee who obtains this leave of absence shall return to his Company within thirty (30) days after the completion of his term of employment with the Union. This leave of absence shall be granted given that it is possible to maintain required production schedules.

17:02

The Company may grant leave of absence to not more than one (1) Employee who are elected as Representatives to attend Union Meetings and Union Conventions of the Service Employees International Union, Local 244 in order that they may carry out their duties on behalf of the Union. The Company will be given at least fourteen (14) days notice in writing of any such requirement.

17:03

In order for the Company to replace the Employee with a competent substitute, it is agreed that before the Employee receives this Leave of Absence, as set forth in Article 17:01 above, the Company will be given due notice in writing of five (5) calendar days.

17:04

Representatives of the Union shall have reasonable access to the Employees for the lawful transaction of Union Business.

17:05

No Union Representatives shall be subjected to any disciplinary action by the Company and/or its Representatives for any lawful act in the performance of their duties as Union Representatives.

17:06

Union Notices shall be posted so as to be visible to all Employees in every Department.

ARTICLE 18:00 DURATION OF AGREEMENT

****18:01**

This Agreement shall become effective as of the **first (1st) day of January, 2002**, and shall remain in full force and effect until midnight the **thirty-first (31st) day of December, 2004**, and shall renew itself without change on the **first (1st) day of January, 2005**, and on each succeeding first (1st) day of January of each year thereafter, unless a written notice to commence negotiations for a new Collective Agreement is served by either party within the four (4) month period immediately preceding the **thirty-first (31st) day of December, 2004**, or the four (4) month period immediately preceding the thirty-first (31st) day of **December** of any year thereafter.

18:02

In the event that notice to commence negotiations for a new Collective Agreement is served pursuant to this Collective Agreement, it is agreed the Employer will not increase or decrease the rates of pay or alter any term or condition of employment of any Employee for whom collective bargaining is being conducted until a new Collective Agreement has been consummated.

18:03

The foregoing shall not limit or affect the right of the Employer during this period to:

- (A) Suspend, transfer, lay-off, or discharge an Employee for proper cause;
- (B) Promote or demote an Employee as a result of an increase or decrease in the numbers required to fill any job category;
- (C) Conduct a lay-off which results from a reduced requirement for the operating crews;
- (D) Make a change in the Employer's Business reasonably necessary for the proper conduct of that Business.

18:04

It is agreed and understood that all monetary items are retroactive and that all retroactive pay shall be paid in full within thirty (30) days from the date of ratification.

18:05

The Company and the Union agree to exclude the operation of Section 50(2)(3) of the Labour Relations Code of British Columbia during the term of this Agreement.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATE THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY

BRITISH COLUMBIA STAMP
(1989) LIMITED

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL WORKS
UNION, LOCAL 244

LEO VERLAAN

ROGER F. FITZPATRICK

LETTER OF UNDERSTANDING #1

BETWEEN: BRITISH COLUMBIA STAMP WORKS (1989) LIMITED,
790 Clarke Drive, Vancouver, B.C. V5L 3J2

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, B.C. V3N 1B8

FAST TRACK MED/ARB PROCESS

1. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
2. The outcome will be binding on the parties.
3. The cost will be borne in accordance with Section 103 of the Labour Relations Code. i.e. Employer 1/3, Union 1/3, Government 1/3.
4. The procedure may be used after STEP ONE OF STEP TWO of the Grievance Procedure.
5. The procedure cannot be used should an application for an Industrial Relations Officer under Section 84 of the Labour Relations Code have been made by either party.
6. No Legal Counsel will be used by either party. The Union will use elected Officers or Business Representatives. The Employer will use Employees of their Industrial Relations Division.
7. The number of cases to be heard at any given time will not exceed three (3).
8. The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
9. Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
10. In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
11. An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
12. General Rules of evidence will be waived except for the rule of "onus".
13. The Offices of the Employer and the Service Employees International Union, Local 244 will be used for the process on an alternating basis starting with the Service Employees International Union, Local 244 Offices.

14. **PROCEDURE GUIDELINES**

- (A) **The Opening Statement:** This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- (B) **The Hearing:** Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (C) **The Argument:** As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, Etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by Counsel to ensure that all relevant clauses are put before the Arbitrator.
- (D) **Mediation:** Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if Counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
- (E) **The Decision:** If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with Counsel to explain the framework of his decision, the parties are provided with an opportunity to influence the exact terms of resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

15. With respect to grievances involving customer complaints, the following will apply:

- (A) The person to whom the complaint was given be called to testify;
- (B) Bargaining Unit or Staff Employees who can provide direct evidence with respect to the evidence be called to testify;
- (C) Wherever possible, the complaint be committed to writing, in the customer's own handwriting;
- (D) Prior to the Hearing, the parties discuss the evidence so there are no surprises.

16. The Mediator/Arbitrator will be selected on a rotating basis.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY

BRITISH COLUMBIA STAMP
WORKS (1989) LIMITED

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 244

LEO VERLAAN

ROGER F. FITZPATRICK

LETTER OF UNDERSTANDING #2

This will confirm the understanding that the undersigned parties agree to abide and are bound by the terms and conditions of the Collective Agreement by and between:

BETWEEN: BRITISH COLUMBIA STAMP WORKS (1989) LIMITED,
790 Clarke Drive, Vancouver, B.C. V5L 3J2

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,
#301-7820 Edmonds Street, Burnaby, B.C. V3N 1B8

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20.

and including any changes, amendments or extensions thereto that have or may be made or any subsequent Agreement negotiated in substitution therefore in the same manner as if the parties hereto were the original Signatories to such Agreement.

FOR THE COMPANY

BRITISH COLUMBIA STAMP
(1989) LIMITED

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL WORKS
UNION, LOCAL 244

LEO VERLAAN

ROGER F. FITZPATRICK

BRITISH COLUMBIA STAMP WORKS (1989) LIMITED

790 Clark Drive, Vancouver, BC V5L 3J2

TELEPHONE: (604) 253-8221

2002 & 2004