

COLLECTIVE AGREEMENT

BETWEEN

BPB CANADA INC.

AND

TEAMSTERS LOCAL UNION No. 213

April 1, 2003 - March 31st, 2006

**DON MCGILL
Secretary-Treasurer**

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BPB CANADA INC.

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THIS AGREEMENT entered into this _____ day of _____, 2003.

BETWEEN: BPB CANADA INC.
1070 Derwent Way
Delta, B.C. V3M 5R1

(hereinafter known as the "Company")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International Brotherhood
of Teamsters

(hereinafter known as the "Union")

PARTY OF THE SECOND PART

PREAMBLE

It is the intention of this Agreement to provide for the continuance of harmonious relations between the Company and its employees; to provide an amicable method of settling disputes; to further the safety and welfare of employees and to enable the business of the Company to prosper in the interest of the employees and the Company. The employees and the Company hereby mutually agree to co-operate fully with each other to promote these purposes.

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agency for the persons employed by the Company at 1070 Derwent Way, Annacis Island, Delta, B.C. except office staff and salesmen.
- 1.02 (a) No person outside the bargaining unit shall perform work that is performed by employees within the bargaining unit except in the case of emergency or for the purposes of experiment or instruction, or in a situation where a member of the bargaining unit is not available in the plant, or through call-out to perform immediate emergency work.
- (b) For any violation of the above, the Company shall be required to pay eight (8) hours straight time pay to the employee who submits the grievance.
- (c) Should any violation of the above result in the Union filing a policy grievance and should such policy grievance be successful, the Company shall be required to pay eight (8) hours straight time pay at

the rate specified in class 11. Such payment shall be made to the Financial Secretary of the Local Union for deposit to the Local Union account.

- 1.03 The Company agrees that no maintenance work required by the Company operation will be contracted out except in an emergency or during major shutdown, or occasional work requiring equipment or abilities not available at the plant, and only then providing that this contracting out will not result in a lay-off of members in the bargaining unit.
- 1.04 The Company and the Union agree to create a joint committee composed of three (3) members of the Union and three (3) representatives of the Company for the purposes of discussing matters of mutual interest.

ARTICLE 2 - MEMBERSHIP AND UNION DUES

- 2.01 (a) All employees who are members of the Union as of the effective date of this Collective Agreement shall remain members in good standing as a condition of continued employment, and all employees hired after the effective date of this Collective Agreement shall become and remain members of the Union in good standing as a condition of continued employment.
- (b) The Company agrees to deduct from the pay of every Union member once a month on the first pay day of each month, initiation fees, dues, fines and assessments and to transmit the monies so deducted to the Secretary-Treasurer of Teamsters Local Union No. 213 within seven (7) calendar days of such deduction. The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.
- 2.02 Before deducting the monies from the employees' pay the Company shall be authorized to do so in the form of a check-off slip to be signed by the employee authorizing the deduction to be made. A check-off slip shall be the form approved by the Union.
- 2.03 All employees shall as a condition of employment sign such a check-off slip at the time of hiring and cancellation of the check-off slip shall constitute resignation from his employment with the Company and any subsequent employment with the Company shall carry seniority as of the date of rehiring.
- 2.04 The check-off slip shall authorize the Company to deduct dues for the duration of this Agreement or any renewal thereof unless cancelled in writing.
- 2.05 The Company agrees to forward a copy of the check-off slip or cancellation of same to the Secretary-Treasurer of Teamsters Local Union No. 213 within seven (7) calendar days of its execution.
- 2.06 No one will discriminate against any person by reason of race, sex, age,

colour, creed, religion or nationality.

- 2.07 The Union recognizes the right of the Company to hire whoever it chooses, subject to the seniority provisions contained herein. The Company shall give the Union the opportunity to refer suitable applicants for employment.

ARTICLE 3 - UNION ACTIVITIES

- 3.01 There shall be no discrimination or intimidation by foremen, superintendents, or other agents of the Company against any employee because of his or her membership in the Union or by virtue of his holding office in the Union.
- 3.02 Not more than three (3) employees selected and acting as representatives of the Union shall be granted leave of absence for not more than thirty (30) days in any year to attend Union conventions or other Union activities without loss of seniority rights. If further leave of absence is required, the Company will consider each case on its merits on application by the Union.
- 3.03 Any employee accepting a full-time appointed or elected position in the Union shall be granted a leave of absence for the duration of such elected or appointed position. Such individual shall have his name retained on the seniority list, without loss of seniority, but shall be removed from all welfare benefits at the end of the month in which he takes office and shall not be entitled to any other benefits other than the benefits he may have accrued up to the taking of office with the Union.
- Upon returning to work said employee shall be re-instated to his former position and provisions of 8.05 (a) will apply to any employees displaced by the re-instatement.
- 3.04 For the purpose of this Article the "Union" shall mean the Teamsters Local Union No. 213 and/or any subordinate or affiliated body thereof.

ARTICLE 4 - HOURS AND OVERTIME

- 4.01 The standard working day for all employees shall be:
- (a) Eight (8) consecutive hours and the standard working week for all day employees (except shift employees) shall comprise five (5) consecutive days; that is from 6:30 a.m. Monday to 3:00 p.m. Friday except the Shipping Department whose hours of work shall be 6:30 a.m. to 5:00 p.m. Monday to Friday. The above hours may be varied by mutual consent of the Company and the Union. The Union will not unreasonably withhold consent to new hours of work when business requirements necessitate doing so.
 - (b) For all employees on a three (3) shift operation, the work week shall consist of five (5) consecutive days. The schedule shall commence at 10:00 p.m. Sunday and end at 10:00 p.m. Friday.
 - (c) The shift schedule for all production employees working a four (4) shift

schedule shall be in the form attached and marked Appendix "A" to this Agreement.

- (d) The four shift schedule may be changed by mutual agreement of the Company and Union. The Union will not unreasonably withhold consent to change the four shift schedule.

4.02

- (a) It is agreed that the first two (2) hours of daily overtime be paid at time and one-half (1-1/2) the employee's regular hourly rate and that any time in excess of two (2) hours of daily overtime be paid at double (2) the employee's regular hourly rate.
- (b) All employees shall be paid at time and one-half (1 1/2) their regular hourly rate for the first four (4) hours worked on a Saturday and double (2) time thereafter, excepting shift workers who are employed on a four (4) shift seven (7) day per week operation, who shall be paid straight time.
- (c) With the exception of employees on a four (4) shift, twenty-four (24) hour, seven (7) day per week operation employees shall be paid double time for work on Sunday and Statutory Holidays. Employees who are employed on a four (4) shift, twenty-four (24) hour, seven (7) day per week operation shall be paid double time for work on Statutory Holidays, work on regularly scheduled Sunday shifts shall be paid straight time. All maintenance employees shall be paid double (2) time for work performed during call-outs after 10:30 p.m. and before 6:30 a.m., for all call-outs on a Sunday or a Statutory Holiday. All shift workers on a continuous operation shall be paid double (2) time for work performed during mandatory overtime, for up to two (2) hours maximum.
- (d) In the event the Company alters shifts or alters the normal hours of work for an entire crew, the Company shall give seventy-two (72) hours notice of such change. In the event the shift(s) or normal hours of work are altered for less than an entire crew, the Company shall provide forty-eight (48) hours notice of such change. In default of providing the aforementioned notices, time and one-half (1 1/2) shall be paid for the first shift following such scheduled change.
- (e) For the purpose of computing overtime for a production employee working on a four (4) shift schedule, the first day of rest shall be deemed to be a Saturday, and the second day of rest shall be deemed to be a Sunday. However, where there is only one day of rest, it shall be deemed as a Sunday.

- (f) Time worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) for the first eight (8) hours and double (2) time thereafter.

4.03 For the purpose of computing wages for an employee, Sunday shall mean from 10:30 p.m. Saturday until 10:30 p.m. Sunday.

4.04 (a) Any employee who has not been notified not to come to work and reports for work as usual shall be given pay for four (4) hours work at his or her scheduled rate of pay and if such employee is required to work four (4) hours he shall be given pay for eight (8) hours work at his or her scheduled rate of pay.

- (b) Any employee who has been called out to work for a short period shall be paid a minimum of four (4) hours pay at one and one-half (1-1/2) times his regular rate. A maintenance employee who is called out after 10:30 p.m. and before 6:30 a.m. shall be paid a minimum of four (4) hours pay at two (2) times his regular rate. It is understood that in the event of a call-out no duties will be added for the purpose of making up time.
- (c)
 - (i) No employee will be assigned, requested or scheduled to work overtime as long as an employee is on lay-off, who is available and capable of performing the work required. However, this shall not apply to emergency call-outs for breakdown repair or the filling of vacancies caused by an employee's failure to report without four (4) hours notice or for training purposes.
 - (ii) The parties agree that 4.04 (c) (i) does not apply to the performing of maintenance functions and plant start-up. The Company has the right to assign, request, or schedule work for these purposes.
- (d) Where an employee has arrived prior to the time of commencement of his scheduled work, he may commence work if requested to do so by the Company provided that the Company shall pay to him a minimum of one (1) hour at straight time and further provided that overtime rates shall be paid with respect to actual hours worked.
- (e) No shift worker may leave his place of work or punch out until he has been relieved by the worker who will perform his job on the next shift. In the event the relief worker does not relieve the worker from the earlier shift such worker shall report to the shift foreman in charge of the new shift and comply with the instructions given by the foreman regarding the first two (2) hours of overtime.
- (f) All shift workers must comply with Section 4.04 (e), however, if this situation arises on the following day, the employee will only be required to report to the foreman at the time of the shift change that he was not properly relieved and will not be required to continue working.
- (g) All employees must attempt to call the shift foreman at least two (2) hours prior to the start of their shift to indicate they will not be present for their shift.
- (h) On three shifts only, an employee shall be required to stay four (4) hours if no one else on shift accepts and is qualified.

- (i) When an employee who the Company has scheduled to work does not report to work, provided work is available, the Company will endeavour to man the position.
- 4.05
 - (a) Overtime work shall be equitably divided among the employees on the Seniority List in so far as it is practical to do so.
 - (b) Statutory Holidays are to be considered as time worked in computing overtime. For the purpose of computing overtime, Statutory Holidays are to be computed as eight (8) hours worked or actual time worked whichever is the greater.
- 4.06 When an employee earns premium payments as set forth in this Article for overtime worked, including Sundays, the employee may at his discretion choose to have the dollar value of those premium payments credited in a vacation bank. For the purpose of this section premium payments mean the amount to be credited to the bank shall be the payment for the overtime assignment less the straight time rate for the time worked.
- 4.07 The payments accumulated in an employee's vacation bank may, at the employee's option be retired as follows:
 - (a) The employee may elect to have the full dollar value of the bank paid to him on his next regular pay day after giving seventy-two (72) hours notice, or
 - (b) The employee may request all or part of his accumulated bank in time off up to a maximum of one hundred and sixty (160) hours. The number of days vacation under this section shall be determined by dividing the employee's current rate of pay into the dollars accumulated in his bank.
- 4.08 Banked time off accumulated as per Article 4.06 shall be scheduled at a time which is mutually convenient, or pay the employee, however, the Company may designate time off for accumulated credit which exceeds eighty (80) hours of his time off under this section. Banked overtime must be taken in blocks of shift rotation, and no banked time will be taken from June 1st to September 30th unless by mutual agreement. Banked time left over from the calendar year will be paid out on the second pay period in January and the bank will restart on January 1st of each year.
- 4.09 Where employees are required to work more than two (2) hours overtime beyond their regular daily shift the company shall pay ten dollars (\$10.00) in lieu of lunch. In the event that six (6) or more hours of overtime work are required, the company shall provide a second meal after the sixth (6th) hour.

ARTICLE 5 - STATUTORY HOLIDAYS

5.01 (a) Statutory Holidays for the purpose of this agreement shall be:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Easter Monday	Canada Day - July 1st
Thanksgiving Day	Christmas Day
Flag Day - 3rd Monday in February	
Civic Holiday - 1st Monday in August	

- (b) In the event that the Provincial or Federal Government proclaim an additional public holiday, such holiday will be added to this Article provided such holiday is not listed above and further provided that such proclaimed holiday is not a substitute or a replacement for any present legislated holiday.

5.02 Employees covered by this agreement, subject to the conditions below, will be entitled to eight (8) hours regular pay for any Statutory Holidays not worked when working eight (8) hour shifts, will be entitled to twelve (12) hours regular pay for any Statutory Holidays not worked when working twelve (12) hour shifts, and will be entitled to eight (8) hours regular pay for any Statutory Holidays that are worked regardless of whether or not the employee is working eight (8) or twelve (12) hour shifts:

- (a) provided that the employee worked his regular shift or day work hours immediately preceding and succeeding the holiday observed, or presents an excuse for absence acceptable to the Company.
- (b) provided that the employee has put in the probationary period in accordance with Article 8. Where a holiday occurs during an employee's probationary period the employee shall be entitled to payment for the holiday subsequent to completion of the probationary period.

5.03 Employees required to work on a Statutory Holiday will be paid for the hours worked on such day double (2) time and in addition will receive the holiday pay as mentioned in Article 5.02. Such day will be taken at a date mutually agreed upon by the employee and the company.

- 5.04
- (a) In the event of any of the said holidays falling on a Saturday or Sunday, the following Monday shall be observed and paid for as a holiday instead of the Saturday or the Sunday, but may be changed by mutual agreement.
 - (b) If Christmas Day or Boxing Day fall on a Saturday or Sunday, by mutual agreement any of these holidays may be observed on any other day.
 - (c) On the present four (4) shift schedule, if a Statutory Holiday falls on an employee's scheduled day off, the employee's first scheduled shift following the Statutory Holiday shall be observed and paid for as the holiday instead of the actual holiday.

- (4) Statutory holidays not covered by 5.04 (a) and (b) above shall be observed on the day proclaimed unless changed by mutual consent.

- 5.05 If a Statutory Holiday occurs during an employee's vacation period he shall receive an additional day off with pay at a future mutually agreeable date within six (6) months of the statutory holiday. Should the Company and the employee fail to agree upon a date within the six (6) month time frame, such employee shall be paid for the holiday at time and one-half (1 1/2X). An employee required to work on the day allotted in place of the Statutory Holiday shall be paid at double (2) his regular hourly rate plus the holiday pay.

ARTICLE 6 - VACATIONS

- 6.01 (a) An employee with one (1) or more years of service shall receive, during the calendar year in which he completes the eligibility requirements set out in this Article, and in each succeeding calendar year, two (2) weeks vacation with pay at the rate of four percent (4%) of yearly earnings or two (2) weeks pay, whichever is greater.
- (b) An employee with three (3) or more years of service shall receive, during the calendar year in which he completes the eligibility requirements set out in this Article, and in each succeeding calendar year, three (3) weeks vacation with pay at the rate of six percent (6%) of yearly earnings or three (3) weeks pay, whichever is greater.
- (c) An employee with eight (8) or more years of service shall receive, during the calendar year in which he completes the eligibility requirements set out in this Article and in each succeeding calendar year, four (4) weeks vacation with pay at the rate of eight percent (8%) of yearly earnings or four (4) weeks pay, whichever is greater.
- (d) An employee with seventeen (17) or more years of service shall receive, during the calendar year in which he completes the eligibility requirements set out in this Article, and in each succeeding calendar year, five (5) weeks vacation with pay at the rate of ten percent (10%) of yearly earnings or five (5) weeks pay, whichever is greater.
- (e) An employee with twenty-four (24) or more years service shall receive, during the calendar year in which he completes the eligibility requirements set out in this Article, and in each succeeding calendar year, six (6) weeks of vacation with pay at the rate of twelve percent (12%) of yearly earnings or six (6) weeks pay, whichever is greater.

- (f) An employee with thirty (30) or more years of service shall receive, during the calendar year in which he completes the eligibility requirements set out in this Article, and in each succeeding calendar year, seven (7) weeks of vacation with pay at the rate of fourteen percent (14%) of yearly earnings or seven (7) weeks pay, whichever is greater.

6.02 For the purposes of computing vacation benefits at applicable percentage rates, the year shall be deemed to be January 1st to December 31st.

- 6.03 (a) Except as provided in Section 6.05 of this Article, vacation will not be cumulative but so far as practical be granted at times most desired by employees, but the final right of allotment of vacation period is exclusively reserved to the Company in order to ensure an orderly operation of the plant.
- (b) Where requested vacation periods conflict, preference shall be given to the older employee in point of service according to the Seniority List, provided that such requests do not disturb the operation of the Plant.
- (c) It is agreed that employees working on shift may apply for a leave of absence in conjunction with their annual vacation and such leave of absence may be granted by the Company having regard for the continuation and efficiency of operations.
- (4) Employees may request in writing vacation time which request shall be written on a schedule posted by the Company in the plant. The vacation request schedule shall be posted for the period from February 15th to March 30th. The Company shall advise employees of the vacation allotment on or before April 30th. Vacation allotments are subject to change in order to insure the orderly operation of the plant.
- 6.04 An employee who is off work and receiving Workers' Compensation due to an injury suffered while in the employ of the Company shall have such time off counted as time worked, for the purpose of computing his vacation pay at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%) whichever applies for one (1) vacation period only.
- 6.05 It is understood that each employee shall take the amount of vacation applicable in each year and that he shall be paid for such vacation seven (7) calendar days prior to taking same. However, it is understood and agreed that an employee may elect to accumulate fifty percent (50%) of his entitlement for a period of one (1) year only.
- 6.06 The Company shall provide the Union a written list of all outstanding vacations by November 1 of each year.
- 6.07 An employee must have worked in the calendar year to be eligible for vacation entitlement.
- 6.08 Notwithstanding Article 6.01 the employee may request in writing to be paid for any vacation entitlement as follows:

Entitlement:

3 weeks
4 weeks
5 weeks
6 weeks
7 weeks

Buyback:

1 week
1 week
2 weeks
2 weeks
3 weeks .

ARTICLE 7 - SHIFT DIFFERENTIAL

7.01 Shift differential will be paid as follows:

Day Shift	Nil Premium per hour
Afternoon Shift	65 cents per hour
Night Shift	80 cents Premium per hour;
	85 cents per hour effective April 1,

2005.

7.02 Shift differential pay shall not be included when calculating overtime pay.

ARTICLE 8 - SENIORITY

8.01 The Company will keep a seniority list on which the service of each employee with sixty (60) days of service or more will be recorded. Three (3) copies of this list will be sent to the Union once every three (3) months.

8.02 New employees will be considered as probationers until they have served sixty (60) calendar days. After sixty (60) days service they shall be placed on the seniority list as of the date of hiring.

8.03 In all cases of bidding on a posted job in the bargaining unit, reduction of work forces and recall after lay-off, the following factors shall be considered:

(a) Seniority;

(b) Ability to perform the work; in respect to any job, whether skilled or unskilled, the standard of ability is whether or not the employee can meet the reasonable requirements of job performance in terms of both quality and quantity;

(c) Physical Fitness.

Where several persons are being considered and two (2) or more of those persons meet the standard of ability as defined in (b) above to perform the work required and are physically fit, then seniority shall govern.

8.04 (a) All vacancies and new jobs created shall be immediately posted five (5) days in order to give an employee an opportunity to make application for such job or jobs. Job awards shall be made within a further fourteen (14) days, posted, and the Union notified. The Company reserves the right to return the selected employee to his old job or one of equivalent or better pay at any time during the

training period if he is not carrying out the new duties to its satisfaction.

- (b) The selected applicant will be given a reasonable training period of not less than forty (40) hours worked nor in excess of two hundred and forty (240) hours worked during which period he shall receive the rate of his former job, or the new rate, whichever is the greater. However, it is agreed where the training period is to be less than forty (40) hours worked, such lesser period shall be mutually agreed upon between the parties.
- (c) Vacancies resulting from unforeseeable circumstances such as sickness and accidents, which exist for thirty (30) days or less, shall be filled by the Company. After thirty (30) calendar days the Company shall post a temporary posting and one subsequent posting then the position will be filled from the labour pool. It is understood that such postings shall be of a temporary nature. The time limit may be extended by mutual agreement between the parties.
- (d) The successful applicant for a posting shall be placed in his new job, and trained if necessary, within thirty (30) calendar days or as soon as practical depending on crew availability to cover various affected jobs at the time.
- (e) A successful applicant can withdraw one (1) newly acquired posting in a twelve (12) month period, furthermore, such withdrawal must be done within fifteen (15) working days of confirmation of completion of training as per Article 8.04 (b).
- (f) Employees required to train other employees, at the request of the Company, shall be paid a thirty cent (30¢) training allowance for the period while they are training.

- 8.05
- (a) An employee whose job is permanently discontinued may apply for a job in his or any other department and he shall be considered for the job in accordance with qualifications set forth in Article 8.03 above. An employee who has been bumped as a result of a permanently discontinued job will be entitled to bump on the same basis as if his job had been discontinued. An employee who has been awarded a position in accordance with this Article may voluntarily relinquish said position within forty-five (45) days after accepting the new job. However, an employee relinquishing the position

will not have further bumping rights and shall be laid off or transferred to the labour pool depending on his or her seniority, and the job will revert back to the original holder.

- (b) The Company agrees that the transfer of employees between posted classifications should be limited having due regard to the efficiency of the operations.
- (c) An employee posted to a classified job who is temporarily required to perform work of a different classification at a regular hourly rate, while his posted job is in operation shall receive his classified rate or the actual rate for the job performed, whichever is greater. In addition, the transferred employee shall receive a premium of thirty cents (\$0.30) per hour for the hours worked at the temporary assignment. It is understood and agreed that the provisions of this sub-section shall not apply to temporary transfers to provide vacation relief.

- 8.06 If work of a higher classification is required of an employee he shall receive the higher rate of pay, but if he is temporarily required to do work of a lower paid classification, his rate of pay shall not be changed excepting that it is understood that after a period of thirty (30) working days, if an employee is still working on a lower paid job, his pay may then be rated at the lower classification thereafter until he changes classification of work.
- 8.07 The Company agrees that it will not hire new employees if there is an employee on lay-off who is able to satisfactorily carry out the type of work which is available.
- 8.08 An employee shall lose his seniority and be deemed to be terminated if:
- (a) he quits voluntarily;
 - (b) he is dismissed for just cause;
 - (c) he does not return to work after recall from lay-off by registered mail to his last known address within seven (7) days from the date of receipt of the notification return;
 - (d) he is laid off for a continuous period of three (3) years;
 - (e) he retires and is in receipt of Pension benefits;
 - (f) upon attaining age 65.

ARTICLE 9 - ADJUSTMENT OF GRIEVANCES

- 9.01
- (a) The Company is willing to meet any of its employees, or their representatives, for the purpose of discussing grievances with the objective of reaching a satisfactory agreement.
 - (b) In the event of any conference between any employee and the Company that shall occur during working hours, such employee shall be paid his usual wage per hour for the time consumed in any such conference. Such conferences will be arranged in advance with the appropriate supervisor(s).
 - (c) It is agreed that the grievance committee shall be limited to three (3) members.
 - (d) Grievances shall be defined as all differences

between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is attributable.

9.02 In the event of any misunderstanding, grievance or dispute between the parties, notice shall be given the other party within fourteen (14) days of the occasion giving rise to it, or when the party aggrieved has notice of such occasion:

- 1st. Between the aggrieved employee or, the Shop Steward and the supervisor directly in charge; if not adjusted within seven (7) days, then within a further seven (7) days, the grievance shall proceed to the next stage.
- 2nd. In writing between the Chief Shop Steward and the Production Supervisor or their designate; if not adjusted within seven (7) days, then within a further seven (7) days, the grievance shall proceed to the next stage.
- 3rd. Between the Union Business Agent or a person designated to act on his behalf and the Plant Manager of the Company or his designate; if not adjusted within seven (7) days then;
- 4th. By a single arbitrator upon mutual agreement between the Company and the Union or by a Board of Arbitration selected in the following manner:

Within fourteen (14) days, the Union shall select a nominee and the Company shall select a nominee. The two nominees shall select a mutually acceptable Chairman. In the event the nominees are unable to agree upon the Chairman, a Chairman shall be appointed by application to the Minister of Labour.

In the event the Arbitrators selected by the Union and the Company are unable to agree upon the third Arbitrator, he shall be appointed by the Labour Relations Board of the Province of British Columbia. The Arbitration Board shall hear and decide the questions in dispute and the decision of the Arbitration Board shall be final and binding. For the purposes of this Agreement, the decision shall be unanimous, a majority, or in the absence of a majority, the decision of the Chairman.

9.03 Either the Company or the Union may lodge a policy grievance and the Company and the Union agree that any policy grievance need not proceed through Step 1 or Step 2 and shall be processed through Step 3 of the Grievance Procedure. Any time limit may be extended by mutual consent.

- 9.04 Copies of all disciplinary letters shall be provided to the Union and employee within five (5) working days of the discipline being assessed.

- 9.05 The Company shall not rely on any discipline notation after twenty-four (24) months have expired from the date the discipline was imposed or upheld, whichever is later, unless during the twenty-four (24) month period further discipline for similar activities is imposed which is upheld, in which case the original discipline(s) notation shall be retained on the employee's record for an additional twenty-four (24) month period.

ARTICLE 10 - DISCHARGE

10.01 The Company reserves the right to discharge or suspend from employment any employee for good and legitimate reason. The Company shall notify the employee and the Union in writing within three (3) working days of such discharge or suspension and shall furnish in writing the reason or reasons for such discharge or suspension. The Union must file an appeal in writing within a further five (5) working days of receiving notice of such discharge or suspension, or the right to appeal is lost. A proper appeal will be taken through the following procedures:

Stage 1

The Plant Manager (or his representative) shall have three (3) working days after the Union has filed an appeal to consider the appeal. Should the Union not be prepared to accept the decision arrived at by the Plant Manager (or his designate) on consideration of the appeal or should the Plant Manager (or his representative) fail to give a decision within the three (3) working days then:

Stage 2

The appeal shall then be immediately taken up with the Manager of Human Resources of the Company (or his designate) and a representative of the Union and if the grievance is not adjusted within five (5) working days, then:

Stage 3

It shall be referred within five (5) days to a Board of Arbitration which may:

- (a) uphold the Company's action;
- (b) uphold the Union's appeal and reinstate the grievor to his former position without loss of wage rate or seniority and with full pay for all loss of time, or
- (c) award such lesser penalty as the Board may deem fair and proper.

The Board of Arbitration shall be composed as provided under Article 9 of this Agreement.

It is further understood that the grievor's health,

welfare and pension benefits will remain in full force pending the Board's decision, however, the grievor's weekly indemnity and long term disability benefits shall not remain in force.

ARTICLE 11 - STRIKES AND LOCKOUTS

11.01 During the term of this Agreement, the Company agrees that there will be no lockout and the Union agrees that it will not promote and will take positive action to prevent slowdown, strike or other stoppage of or interference with work.

11.02 It shall not be a violation of this Agreement or cause for discipline or discharge if an employee refuses to cross a picket line which has not been declared illegal by a court of competent jurisdiction or refuses to handle material received from another company at which a legal strike is in progress.

ARTICLE 12 - UNION NOTICES

12.01 The Company agrees to provide a bulletin board for the posting of Union notices. All Local Union notices shall bear the official seal of the Local Union. The Union agrees to have local executive initial his authorization of notices to be placed on bulletin boards.

ARTICLE 13 - PROTECTIVE CLOTHING/SAFETY

13.01 (a) The Company agrees to provide all necessary protective clothing required by an employee, such as rubber boots, protective aprons, gloves (rubber or leather) or raincoats, and all protective clothing so provided shall remain the property of the Company and shall not be removed from the Company's premises. Where safety glasses are necessary and an employee requires prescription lenses, or replacement of lenses, the Company shall pay the full cost of providing such prescription glasses or lenses.

(b) Effective April 1, 2003 the Company will contribute one hundred and twenty-five dollars (\$125.00) towards the purchase of one (1) pair of C.S.A. approved safety shoes per year for each employee upon the employee providing a receipt for payment in the amount of one hundred and twenty-five dollars (\$125.00) or more.

The Company agrees to provide one (1) replacement pair of C.S.A. approved safety shoes per year,

provided the employee can show that the original pair has been destroyed due to day-to-day wear.

- (c) An employee who does not use the allowance in a year may carry over the allowance into the following year.
- (d) Effective August 5, 1989 approved safety shoes will be required to be worn in the plant.
- (e) One pair of clean coveralls per week will be provided to all employees presently receiving them as per their current job classification. Maintenance employees will be provided up to three (3) pair of clean coveralls per week. Coveralls will be made available to other employees if requested.
- (6) The Company agrees to provide coats or jackets to employees who are permanently posted in the Shipping Department. The jackets or coats shall remain on the Company premises and property of the Company.

- 13.02 The Company shall undertake to promote safety and occupational health education among all its employees in an effort to overcome accidents and occupational health problems. Further, the Company agrees to abide by all applicable laws as may be amended from time to time.
- 13.03 (a) The Union and the Company shall co-operate in the selection of a joint Health and Safety Committee which shall meet at least once a month or more often as requested by the Union or the Company.
- (b) The Safety Committee shall be notified immediately of each reportable accident or injury. Upon the request of the Company or the Union, the Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.
- 13.04 An employee who is injured at work during working hours and as a result requires medical attention or is sent home shall be paid for the balance of his assigned shift at the applicable rate of pay.
- 13.05 The Company and the Union agree that employees shall not be disciplined for refusing work in any area, or on any job, provided that such refusal is reasonable with respect to any alleged danger to the employee's health and safety.

ARTICLE 14 - HEALTH AND WELFARE

- 14.01 (a) (i) The Company will allow each employee with one (1) or more years service, five (5) days annual sick leave;
- (ii) The Company will allow each employee with less than one (1) year of service, one (1) day such leave for each two (2) months of service to a maximum of five (5) days per year.
- (iii) An employee may request in writing to voluntarily be paid for sick days, 1.5 times the hourly rate for each full sick day, paid by the 30th day of December.
- (b) With respect to the twelve month period ending December 31st in any contract year, an employee may elect to either:
- (i) Accept one (1) day sick pay for each unused day of sick leave entitlement to be paid in

the week prior to Christmas, or

- (ii) Accumulate sick leave days as set out in subsection (c) below.
- (c) Unused days of sick leave may be accumulated by an employee to a maximum of thirty (30) days.
- (d) It is understood and agreed that employees cannot elect to be both paid and accumulate with respect to the five (5) days sick leave period in each contract year.

- (e) All accumulated sick leave shall be paid at the employee's current hourly rate when the employee terminates from the Company.

14.02

- (a) The Company shall pay the full premium cost of:

- (i) Medical Services Plan

- (ii) Extended Health Care Plan

- (iii) Effective on the date of ratification Group Life Insurance in the amount of forty-four thousand dollars (\$44,000.00).

Effective April 1, 2004 the Group Life Insurance shall be increased to forty-five thousand dollars (\$45,000.00) and effective April 1, 2005 the Group Life Insurance shall be increased to forty-six thousand dollars (\$46,000.00).

Optional Life Insurance will be offered in increments of \$10,000.00 up to a maximum of 20 units or \$200,000.00. After the initial enrollment period Optional Life Insurance will be subject to Evidence of Insurability approval. Optional Life Insurance is paid for entirely by the employee electing the additional coverage.

- (iv) Effective date of ratification, the Company shall provide Accidental Death and Dismemberment (A.D. & D.) Insurance in the amount of forty-four thousand dollars (\$44,000.00).

Effective April 1, 2004 the A.D. & D. will be increased to forty-five thousand dollars (\$45,000.00) and effective April 1, 2005 the A.D. & D. will be increased to forty-six thousand dollars (\$46,000.00).

A.D. & D. will be in conjunction with the Group Life Insurance benefit. The cost of the A.D. & D. Insurance shall be borne by the Company.

- (v) Supplemental Life Insurance for married employees only in the amount of eighteen thousand five hundred dollars (\$18,500.00).

- (vi) Paid up life insurance to employees who retire under the Westroc Pension Plan in the amount of \$7,500.00, reducing to \$3,750.00 at age 70.

(vii) Dental Plan equivalent to Medical Services Association Dental Plan as follows:

- A: 100% of diagnostic, preventative, etc. procedures.
- B: 50% of crowns, caps, etc. procedures.
- C: 50% of orthodontic procedures up to a maximum benefit of one thousand dollars (\$1,000.00) per calendar year, per person.

- (b) The employee shall pay the full premium cost of Weekly Indemnity Insurance. The Plan shall pay a weekly benefit at the rate of seventy percent (70%) of the employee's regular straight time weekly rate to a maximum of five hundred dollars (\$500.00) per week, for a maximum duration of thirteen (13) weeks.
- (c) Effective April 1, 2003 the Company shall pay the premium cost of a long term disability plan to provide an income of sixty percent (60%) of base rate of pay to a maximum of twenty-three thousand dollars (\$23,000.00). Effective April 1, 2004 the maximum will move to twenty-three thousand five hundred dollars (\$23,500.00). Effective April 1, 2005 the maximum will move to twenty-four thousand dollars (\$24,000.00). Employees must qualify for L.T.D. benefits under the terms of the policy document as issued by the benefit carrier. Eligibility for this benefit will follow weekly indemnity benefits which will be paid for a maximum period of thirteen (13) weeks as described in Article 14.02(b).
- (d) The Company has the right to choose alternative benefit carriers for any of the ten (10) benefits listed above, it is understood and agreed that the benefits provided thereunder shall not be decreased during the life of this Agreement. It is further understood that in the event of an unforeseen decrease in the benefit due to a carrier change, that the Company will be responsible for the extra cost.

The Company will provide copies of the Insurance policies in force.

- (e) In the event of lay-off, the Company will continue to pay premiums for coverage in 14.02 (a) (i), (ii), (iii), (iv), (v), (vi), and (vii) for those laid off for a period of three (3) months from the

date of the lay-off. The Company will allow employees to continue coverage at their own cost after the three (3) month period has expired, for a maximum of nine (9) months, provided the employee is insurable, however, should the employee not pay the premium or discontinue the coverage, the employee shall have no further entitlement to renew the insurance, after the original three (3) month period has expired. This provision shall apply to those employees who have attained at least twelve (12) months' seniority at the time of lay-off.

- (f) The Company shall pay the cost of providing prescription glasses for employees and their dependents 21 years of age and over up to a maximum benefit of two hundred and fifty dollars (\$250.00) every twenty-four (24) months. The benefit level for employee dependents under the age of 21 years shall be one hundred and twenty-five dollars (\$125.00) every twelve (12) months.
- (g) The Company shall provide a prescription drug card plan.

14.03

It is agreed that any rebate for E.I. premiums paid by employees and the Company will be returned to the Company to offset the cost of providing benefits. If the premium paid by the Company for the remaining employee benefits is reduced as a result of legislative change, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties, or shall be passed on to the employees.

14.04

The Company agrees to provide for its employees a sickness benefit plan, the details of which are as follows:

- (a) it will apply only to hourly paid employees;
- (b) in order to benefit, an individual must have been an employee of the Company for a minimum period of twelve (12) months prior to sickness;
- (c) this plan shall cover employees on sick leave due to sickness or injury, however, in the case of sick leave or injury, the benefits shall be calculated at the rate of five dollars (\$5.00) per day and the five (5) days annual sick leave which the Company now provides in the current year must be consumed prior to claiming sickness or injury benefits under this Article. Examples of these payments are set out in the schedule contained in Section 14.05.
- (d) The five (5) days sick leave can be used to establish the required eligibility for sickness or injury benefits, however, following completion of this eligibility period, the benefits will only be paid subsequent to the last working day for which the five (5) days sick leave was received.
- (e) In no event shall employees receive both benefits referred to above for the same day or days of illness or injury.

14.05 **Sickness Benefit**

Service	Entitlement	Maximum Sickness/ Injury Benefit
Over 1 year	4 Weeks	\$ 100
Over 1 year, 3 months	5 Weeks	\$ 125
Over 1 year, 6 months	6 Weeks	\$ 150
Over 1 year, 9 months	7 Weeks	\$ 175
Over 2 years, etc.	8 Weeks	\$ 200

Service	Entitlement	Maximum Sickness/ Injury Benefit
Over 4 years, etc.	16 Weeks	\$ 400
Over 5 years, etc.	20 Weeks	\$ 500
Over 8 years, etc.	32 Weeks	\$ 800
Over 10 years, etc. and so on ...	40 Weeks	\$1000

ARTICLE 15 - PENSION PLAN

15.01 The Non-Contributory Pension Plan agreed to and made effective April 1, 1965, shall remain in effect during the lifetime of this collective agreement and shall not be integrated with the Canada Pension Plan or Old Age Security Pension. The Pension Benefit described in the present plan shall be:

Effective April 1, 2003 - \$47.00 per month per year of service.

Effective April 1, 2004 - \$49.00 per month per year of service.

Effective April 1, 1992 a Survivor Option Provision will be offered on an Actuarially Discounted Formula.

ARTICLE 16 - DEATH IN FAMILY

16.01 (a) An employee, upon notification of the death of

his or her spouse, father, mother, step-father, step-mother, brother, sister, wife, child, stepchild, half-brother, half-sister, mother-in-law, father-in-law, grandparent or grandchildren, shall be granted three (3) consecutive working days off with pay provided such days are within the week of the bereavement.

An employee, upon notification of the death of his or her brother-in-law or sister-in-law, shall be granted two (2) working days off with pay provided such day is within the week of the bereavement.

- (b) Should an employee be required to travel beyond a radius of five hundred (500) miles from home to attend the funeral of any of the relatives listed in 16.01(a) above, he or she will be granted an additional two (2) days leave of absence with pay.
- (c) Employees shall be compensated for actual wages lost while on bereavement leave.

ARTICLE 17 - JURY DUTY PAY

17.01

(a) An employee who is called for jury duty or is subpoenaed as a witness in any cause or matter, shall be excused from work for those days attended on jury duty or as a witness and he shall receive for each day on which he otherwise would have worked, the difference between eight (8) times his regular hourly rate, or twelve (12) times his regular hourly rate and the payments he receives from jury duty or witness fees.

An employee working shift will not be required to report for work on the day or days he attends for jury duty or as a witness.

- (b) Time paid under this Article shall be counted as time worked for the purpose of computing overtime.

ARTICLE 18 - WAGES

18.01 The following classifications of hourly rates of pay shall apply in the Company's Plant during the lifetime of this agreement:

CLASSIFICATION	WAGE SCHEDULE		
	APRIL 1/03	APRIL 1/04	APRIL 1/05
Class 1	\$20.57	\$20.93	\$21.35
Labourer			
Class 2	\$20.76	\$21.12	\$21.54
Dunnage Machine Operator			
Class 3	\$20.90	\$21.27	\$21.70
Apprentice - 1st Year Janitor (Sweeper Operator)			
Class 4	\$21.04	\$21.41	\$21.84
Class 5	\$21.21	\$21.58	\$22.01
Class 6	\$21.38	\$21.75	\$22.19
Utility//Dunnage Operator			
Class 7	\$21.52	\$21.90	\$22.34
Apprentice - 2nd Year			
Class 8	\$21.66	\$22.04	\$22.48
Console Operator Drierman			
Class 9	\$21.83	\$22.21	\$22.65
Stacker Operator			

Shipping Fork Truck
Lab Technician
Vinyl Board Warehouseman
Front End Loader Operator
Finishing Operator
Rail Car Loader

Class 10 \$22.00 \$22.39 \$22.84

Shipping Utility
Sr. Board Line Operator
Supplyman

CLASSIFICATION	APRIL 1/03	WAGE SCHEDULE	
		APRIL 1/04	APRIL 1/05
Class 11	\$22.17	\$22.56	\$23.01
Apprentice - 3rd Year Shipping Checker Mixerman			
Class 12 Lead Hand Shipping Lead Hand (Wallboard)			
Class 13	\$22.47	\$22.86	\$23.32
Class 14	\$22.63	\$23.03	\$23.49
Class 15	\$22.78	\$23.18	\$23.64
Apprentice - 4th Year			
Class 16	\$22.93	\$23.33	\$23.80
Class 17	\$23.10	\$23.50	\$23.97
Class 18	\$23.24	\$23.65	\$24.12
Class 19	\$23.43	\$23.84	\$24.32
Class 20	\$23.58	\$23.99	\$24.47
Class 21	\$23.80	\$24.22	\$24.70

Skilled Maintenance

Class 22	\$23.65	\$24.06	\$24.54
Class 23	\$24.02	\$24.44	\$24.93
Class 24	\$24.76	\$25.19	\$25.69

Maintenance
Licensed Journeyman

In addition to the above hourly rate, the Electrician who is designated by the Company at its discretion to sign the electrical permit shall receive a premium of fifty-five cents (\$0.55) per hour over and above Job Class 24.

In addition to the above hourly rate, the Maintenance Lead Hand shall receive a premium of seventy-five cents (\$0.75) per hour over and above Job Class 24.

In addition to the above hourly rate, Maintenance employees holding more than one certificate (eg: Welder & Millwright, etc.) shall receive a premium of thirty cents (\$0.30) per hour over and above Job Class 24 for each additional certificate held; the recognition of such certificates will be at the discretion of the Company.

In the event rail car loading continues for a period in excess of thirty (30) days, the Company shall post for the necessary vacancy(ies) as per Article 8.04(a). When rail car loading is discontinued, the affected employees shall be transferred to the labour pool and paid as per Article 8.06 unless the rail car loading is permanently discontinued in such case Article 8.05(a) shall apply.

18.02 Pay day shall be every second Thursday before 12:00 noon.

18.03 Any short payment in pay cheques which exceeds seventy-five dollars (\$75.00) gross shall be adjusted and paid by the Company within twenty-four (24) hours after the employee notifies the Company.

18.04 (a) The Company agrees to adopt an apprenticeship program in accordance with existing provincial legislation and regulations thereunder.

(b) Categories included in the program shall be: electrician, welder, millwright, machinist, mechanic and electronic technician.

(c) All vacancies for apprentices shall be posted and filled in accordance with the terms of this Agreement. Qualifications and requirements governing the selection of apprenticeship courses, content, training, evaluation and matters related thereto, as regulated by provincial statutes and regulations thereunder, shall not be subject to the grievance procedure contained in this Agreement.

(d) In the event of a reduction of work force and recall after lay-off, the status of employees enrolled in the program shall be determined by the appropriate provisions of this Agreement.

(e) During periods of plant shutdown when employees not covered by this program are assigned to maintenance jobs, the rates of the jobs to which they are assigned shall be paid. Such employees shall not be considered covered by the apprenticeship program.

(f) An employee absent from work while in attendance at apprenticeship school shall receive his regular rate of pay, less all allowances, excluding travel allowances, paid by the Government, including payments received from E.I. Should an apprentice fail to pass the school term examination and is permitted to repeat same, the Company shall not be obligated to pay the apprentice, as provided herein, while repeating the school term. In addition, the apprentice shall not progress to the next pay level until successful completion of such examinations and other requirements to proceed to

the next level.

- (g) The rates of pay for apprentices enrolled in the program shall be as contained in the wage classifications in Article 18 of this Agreement. The apprentice shall receive increases to the next level or wage classification on receipt of written notification of the successful completion of the previous years examinations.

ARTICLE 19 - WAGE RATE CHANGES

19.01 If a new job is created or the content of an existing job is substantially changed, the wage applicable shall be negotiated between the parties and in the event of a failure to reach agreement will be subject to the arbitration procedure as contained in this Collective Agreement. Any board constituted to deal with a dispute under this Article shall have the power to fix the wage rate.

There shall be deemed to have been a substantial change in a job content only when there has been a substantial altering in the amount of responsibility to be borne or in the work load to be performed, or in the skill required.

All wage rate changes shall be retroactive to the date of the first formal notification of the review of the job content.

ARTICLE 20 - NOTICE OF LAY-OFF

20.01 The Company agrees to give seventy-two (72) hours notice of lay-off or twenty-four (24) hours pay in lieu thereof except employees who have been recalled on a temporary basis from layoff to fill temporary vacancies.

ARTICLE 21 - LABOUR RELATIONS CODE

21.01 It is agreed the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia and Amendments thereto are hereby excluded from the operations of this Agreement.

ARTICLE 22 - LAY-OFF, SHORT WEEK BENEFIT

22.01 The Company agrees to provide for its employees a lay-off and short week benefit plan, the details of which are as follows:

- (a) It will apply only to hourly paid employees in a temporary layoff situation.
- (b) In order to benefit, an individual must have been an employee of the Company for a minimum period of twelve (12) months prior to the lay-off or short week. Following the twelve (12) months of service an employee will be eligible to receive, during lay-off, up to four (4) weeks pay, in accordance with the schedule contained in Section 22.02. For the purposes of calculation, a week will be defined as five (5) days. For employees with over twelve (12) months service, one (1) week lay-off pay will be added for each three (3) months service in excess of the initial twelve (12) months. Examples

of these payments are set out in the schedule contained in subsection 22.02 (a).

- (c) (i) An employee must have been on lay-off five (5) consecutive working days. Once the employee has been on lay-off five (5) days, payment will be calculated from the first day of lay-off.

(ii) A Statutory Holiday(s) will be considered a day(s) of lay-off for establishing eligibility for lay-off benefits, however, an employee receiving Statutory Holiday pay will not receive the lay-off benefit contained in this Article for such day(s).

(iii) Upon returning to work, an employee who has received benefits hereunder must work three hundred and twenty (320) hours before he is eligible to receive these benefits a second time.

If the employee has not worked the required three hundred and twenty (320) hours, benefits shall resume where they left off.

The parties mutually agree that the reference of three hundred and twenty (320) hours is accumulative and not consecutive.

(4) Benefits described in Article 22 will be paid only under the following conditions:

1. The laid off employee must submit a claim in due form to the Canada Employment and Immigration Commission.
2. An employee who is disqualified and not entitled to benefits under the *Employment Insurance Act* is also disqualified to receive benefits under this Pan.

(d) During the lay-off period the employee must report to the Company every fourteen (14) days.

(e) Payment will be made only to employees who are not working elsewhere.

(f) No payment will be made to employees who have been laid off for disciplinary reasons.

(g) Employees will receive a Short Week Benefit (in accordance with their service as outlined above) for any week in which some, but less than thirty-two (32) hours are worked, according to the following formula:

Benefits will be calculated by multiplying the employee's hourly wage rate by the difference between thirty-two (32) and the sum of the hours:

(i) he worked during the week, and

(ii) he did not work, but for which he was paid by the Company, and

(iii) he did not work for reasons other than lack of work. In no event shall payments be made where the lay-off has occurred due to work stoppage which was caused by fire, flood, earthquake, explosion, Act of God, insurrection, riot, etc.

22.02

(a) Lay-off Benefits

Wage Class	Weekly Benefits April 1, 1993
1	\$175.58
2	\$189.58
3	\$189.58
4	\$189.58
5	\$199.58
6	\$199.58
7	\$209.58
8	\$209.58
9	\$209.58
10	\$223.58
11	\$223.58
12	\$223.58
13	\$230.58
14	\$230.58
15	\$230.58
16	\$241.58
17	\$241.58
18	\$241.58
19	\$254.58
20	\$254.58
21	\$254.58
22	\$265.58
23	\$265.58
24	\$265.58

(b) Lay-Off Entitlement

Service	Maximum Entitlement
Over 1 year	4 Weeks
Over 1 year, 3 months	5 Weeks
Over 1 year, 6 months	6 Weeks
Over 1 year, 9 months	7 Weeks
Over 2 years, etc.	8 Weeks
Over 3 years, etc.	12 Weeks
Over 5 years, etc.	20 Weeks
and so on	

22.03

(a) Lay-off and short work week benefits are paid out of current revenue.

(b) A laid-off employee must file a claim for unemployment insurance benefits.

(c) A laid-off employee who is disqualified or disentitled under the Employment Insurance Act will also be disqualified from benefit under the lay-off plan unless such ineligibility for Employment Insurance Commission benefits is due to:

- (i) An insufficient period of work prior to his lay-off in employment covered by the Employment Insurance Act.
- (ii) A limit under the Unemployment Insurance Act of the period of time for which Employment Insurance Benefits are payable to the applicant.
- (iii) A waiting period under the Unemployment Insurance Act in excess of one week.
- (d) This Plan is subject to approval by and subject to all rules of the Employment Insurance Commission as outlined in Schedule A.
- (5) The Employer shall distribute Records of Employment to all employees in accordance with the law.

ARTICLE 23 - TERMINATION PAY

- 23.01
- (a) An employee who terminates his service with the Company due to early, normal or late retirement shall receive termination pay in the amount of two (2) weeks pay for each three (3) years of service. For the purpose of this section, the terms "early", "normal" or "late" retirement shall be governed by the Pension Plan.
 - (b) This clause provides for termination pay to be paid to each employee who loses his employment as the result of a permanent closure of the Vancouver Plant. Such payment will be made within thirty (30) days of permanent closure in accordance with the following formula:
 - Employees under age 50 will receive forty (40) hours pay for each year of completed service.
 - Employees age 50 and over will receive eighty (80) hours pay for each year of completed service, to a maximum of fifty-two (52) weeks.
 - Employees eligible for additional termination pay under 23.01(b) are not eligible for termination pay under Article 23.01(a) of this Agreement.

This also applies to closure of the production at the plant.

- (c) The employee may elect to take either termination pay or remain on temporary lay off and receive S.U.B. Benefits. If he takes termination pay, his name shall be removed from the seniority list. The

employee must make his selection within one (1) month of being advised in writing of the Plant closure.

- (d) If the Company relocates the Plant within the original shipping area, all employees shall have the right to transfer to the new location taking with them all previously earned seniority, vacation and pension credits.

(e) In the event of a permanent Plant closure, an employee eligible for a company pension plan will have the following options subject to the Pension Commission and Revenue Canada regulations.

- Deferred pension plan commencing at age 65
- Transfer commuted value to a locked in R.R.S.P.
- Transfer commuted value to an employer sponsored pension plan.

ARTICLE 24 - SUCCESSOR CLAUSE

24.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event of the sale or lease of the Company or in the event the Company is taken over by sale, lessee, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE 25 - JOB SECURITY

25.01 Whenever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs, or the elimination of jobs, will have an effect on the job status of one (1) or more employees, the Company shall give the Union reasonable advance notice of same and upon request, by the Union, will advise the Union the effects of such installation or installations, or change or changes upon the work force.

25.02 Employees may be laid off or transferred, in accordance with the provisions of Article 8.05, by the Company as a result of mechanization, automation, change in production methods, the installation of new or larger equipment, speeding up of present equipment, the combination of jobs or the elimination of jobs.

25.03 Employees affected by the application of this Article or Article 8, Section 8.05, who are transferred to another position within the bargaining unit shall continue to receive the rate of their former job until the expiry date of the Collective Agreement or for a minimum period of sixty (60) working days. In the event that an employee is transferred to a higher rated position he shall receive the rate of such position.

25.04 Employees may elect to be terminated and take

termination pay under Article 23.01(b) by notifying the Company within twelve (12) weeks of being transferred. Upon making the election, such employee shall lose all seniority and cease to be an employee.

ARTICLE 26 - FIRST AID ATTENDANTS

- 26.01 (a) The Company will pay the entire cost of courses for employees selected to become First Aid Attendants and for those employees who are renewing their certification. Selected employees shall have the required amount of time off to attend such courses and shall receive their regular rate of pay for the duration of the course. It is further agreed that initial courses shall not exceed four (4) weeks and renewal courses shall not exceed two (2) weeks.
- (b) Should a Statutory Holiday fall on a day on which an employee is in attendance at a course, such employee shall be given a day off in lieu of such holiday.
- 26.02 The First Aid premium for First Aid Attendants is seventy-five cents (75¢ per hour).

ARTICLE 27 - TERMINATION

- 27.01 This agreement is effective from the first day of April, 2003 up to and including the thirty-first day of March, 2006 and will be in effect from year to year thereafter without change unless either party within four (4) months and not less than two (2) months preceding the date of expiration of the Agreement by written notice requires the other party to commence collective bargaining.
- 27.02 Notice of Termination shall be made by registered mail, to BPB Canada Inc., 1070 Derwent Way, Annacis Island, Delta, British Columbia, V3M 5R1 or to the Teamsters Local Union No. 213, 490 East Broadway, Vancouver, B. C. V5T 1X3.
- 27.03 The Company will reimburse employees that are members of the bargaining committee for the time consumed at negotiations to a maximum of five (5) days at their regular hourly rate for all hours that would have normally been worked by such employees exclusive of overtime.

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SCHEDULE "A"

SUBSECTION 37 (2) OF THE E.I. REGULATIONS re Supplemental Unemployment Benefits (SUB) Plan.

- a) In order to benefit, an individual must comply with Article 22.02 (b).
- b) The Plan will apply only to bargaining unit employees on temporary lay-off.
- 3)
 - 1 Employees must apply for and must be in receipt of unemployment insurance benefits to receive payments under the SUB plan
 - 2 SUB is payable for a period during which an employee is not in receipt of E.I. benefit if the only reason for non-receipt is:
 - the two week E.I. waiting period;
 - insufficient weeks of insurable employment to qualify for E.I.;
 - E.I. exhausted
- d) In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 95% of the employee's weekly earnings
- e) The plan is financed by the employer and the employer will keep separate accounts of the SUB payments
- f) On termination of the plan, all remaining assets revert to the employer or be used for payments under the plan or for administrative costs of the plan
- g) The plan must be submitted to the Commission prior to its effective date and the employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change
- h) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan
- i) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

APPENDIX "A" - CALENDAR

HOURLY PENSION PLAN CONVERSION