

LABOUR AGREEMENT

Between

Flint Group North America Corporation
Vancouver, Canada

7978 82nd Street, Suite 100

Delta, BC V4G 1L8

(Hereinafter referred to as "the Company")

and

Communications, Energy and Paperworkers
Union of Canada

Local 2000

(Hereinafter referred to as "the Union")

March 1, 2009 – February 28, 2012



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I. PURPOSE

The purpose of this Agreement is to promote and maintain mutual understanding and cooperation between the Company and its employees, to ensure the peaceful settlement of disputes, to prevent stoppage of work, to eliminate interference with, and to foster and promote the efficient operation of the Company's business, and to set forth an agreement covering rates of pay, hours of work, and other working conditions.

II. RECOGNITION

The Company recognizes the Union as the bargaining agent for all of its production employees employed at Suite 100 – 7978 82nd Street, Delta, B.C., save and except office and sales staff; technical , laboratory, and quality control employees; management trainees; or in-plant technical assignees.

The word "employee" when used in this contract refers only to employees within the bargaining unit unless otherwise specifically stated, and it is understood and agreed that no other employees of the Company are hereby covered by this Agreement.

III. ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements between employees and the Company, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with (or after) this Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

IV. UNION SECURITY AND DUES CHECKOFF

Section 1. Production employees shall become and remain members of good standing in the Union after 30 calendar days.

Section 2. The Company agrees to deduct Union dues from the first pay of each month of all members who have signed check off cards. The union shall give the Company thirty days written notice of any change in uniform initiation fees or uniform dues. All amounts deducted shall be remitted promptly to the Union, which shall acknowledge receipt thereof in writing. Errors

made in the deductions or remittance of monies shall not be considered by the Union as a violation of this Agreement, provided they are corrected promptly.

The Union agrees to save harmless the Company from any action growing out of these deductions commenced by an employee against the Company. The Union shall assume full responsibility for the disposition of the funds so deducted when they are paid over to it.

V. MANAGEMENT RIGHTS

Except as limited by a provision of this Agreement the Company shall continue to have the undisputed right to take action it deems appropriate in the management of the Company and direction of the work force. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company.

These rights, management function, and prerogatives include but are not limited to: the right to discipline employees up to and including discharge for just and reasonable cause, select and hire, direct, promote, demote, transfer, lay-off and recall employees to work; determine the requirements of a job, production standards, the qualifications of an employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of employees; close down the plant or any part thereof, or expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; control and regulate the use of machinery, equipment, and other property of the Company; to sub-contract work not normally performed by the production employees, determine the products to be manufactured, the schedules of production, the assignment of work, the size and composition of the work force; make or change rules, policies, and practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, production, maintenance, services, and distribution methods, materials, machinery, and equipment, and other wise generally manage the Company,

direct the work force, and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

The Company's failure to exercise any function or right in a particular way shall not be deemed a waiver of its rights to exercise such functions or rights, nor preclude the Company from exercising the same in some other manner not in conflict with the express provisions of this Agreement.

VI. HOURS OF WORK

Section 1. This article only provides the basis for the calculation of time worked and overtime, and shall not be construed as a guarantee of the hours of work in a day or a week, or a guarantee of days of work or otherwise nor as a guarantee of working schedules.

The normal work schedule shall be eight hours per day, exclusive of lunch, Monday to Friday, and the work pattern and hours of work may vary to meet the operation needs of the Company.

The starting time of the first shift to the extent practical and consistent with efficient plant operation shall be 6:00 a.m. – 9:30 a.m. or 7:00 a.m. – 9:30 a.m., as determined by the Company. During times of production there shall be at least two (2) people in the plant.

Section 2. An employee called from home to work other than the employees normal schedule (i.e., Saturday or Off Day) shall be paid a minimum of four hours pay at the applicable rate unless unfit to perform his or her duties or any other reasons beyond the control of the Employer.

An employee called back to work after working an eight hour shift shall be paid for time worked at the applicable rate of wages plus travel expenses to and from home (Company mileage rate).

Section 3. Overtime rates on a regular eight hour working day shall be computed at time and one-half for the first two hours and double time thereafter. Overtime worked on Saturday shall be computed at time and one-half for the first

four hours worked, and double time thereafter. Work on Sundays shall be at double time. Overtime to be paid in 15 minute increments.

All employees are required to work overtime when notified by the Company. Every effort will be made to give advance notice of the overtime requirements. Union employees will have first right of refusal to perform production overtime that falls within the scope of bargaining unit work.

There shall be no pyramiding of overtime or premium payments under this Agreement.

Effective March 1, 2000, the Company will pay \$12.00 for the purpose of providing a meal for such employees who are required to work in excess of 10 hours in any one shift.

A wash-up period of ten (10) minutes per day shall be provided for all employees. Such time is to be taken at the end of the employee's shift and is to be used, as needed, for its intended purpose only.

VII. SENIORITY

Section 1. An employee will be considered on probation and hold no seniority and therefore subject to termination or lay-off without notice at the sole discretion of the Company and without just cause, until having worked ninety (90) calendar days in a job in the bargaining unit, within any six (6) month period.

Upon satisfactorily completing the probationary period, an employee will be placed on a seniority list and his seniority shall date from his date of hire.

Section 2. Summer students shall not establish seniority under this Agreement.

Section 3. Seniority shall consist of an employee's continuous service with the Company within the bargaining unit, since his last date of hire. Seniority rights as created by this Agreement exist only to the extent expressed herein, and do not survive beyond the terms of this Agreement. Seniority shall not establish any right to the continuation of any work in the plant or at any given location, nor to the continuation of any job classification or arrangement of duties within a classification but

only serves as a classification for benefits or such other purpose as is expressly provided in this Agreement and for no other purpose.

Section 4. In the event of a lay-off the employee with the least seniority shall be laid off first, provided that the remaining employees have the necessary skills to perform the work required.

Section 5. When an increase in the work force is required, the Company shall recall those laid off in reverse chronological order of lay-off, i.e., the last person laid off shall be the first recalled.

VIII. GRIEVANCE PROCEDURE

Should differences arise as to the application of the provisions specifically mentioned in this Agreement, such differences shall be adjusted according to the following steps in the order identified. Any adjustment so made shall be final and binding upon both parties and the employee concerned.

The term "grievance" as used in this Agreement shall mean a complaint or dispute by an employee against the Company alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the grievances or arbitration procedures.

Step 1

It is the mutual desire of the parties hereto that complaints or disputes be adjusted as quickly and amicably as possible. With this thought in mind, it is understood that an employee shall not be considered to have a grievance until the employee has first presented the complaint verbally to his or her immediate supervisor giving the supervisor the opportunity to adjust the complaint. If satisfactory agreement is not reached at this step:

Step 2

Within three (3) working days after the circumstances giving rise to the complaint or dispute have occurred, the employee with the assistance of the Chapel Chairmen shall meet with the employee's immediate supervisor to discuss the complaint and try to adjust the complaint. The supervisor will render his

decision within five (5) working days following the meeting. If satisfactory agreement is not reached at this step:

Step 3

Within three (3) working days following receipt of the supervisor's written decision, the employee having the complaint, with the assistance of the Chapel Chairman, shall reduce the grievance to writing on a form provided by the Company stating the nature of the grievance, when the grievance occurred, the specific item of the contract alleged to have been violated, and the relief sought. The written grievance will be presented to the Plant Manager within the three (3) day period identified. The Plant Manager shall arrange a meeting within ten (10) working days with the employee having the grievance, the Chapel Chairman, a representative from the Union, and the immediate supervisor. The Plant Manager shall render a decision in writing within ten (10) days following the meeting. No discussions at the meeting or during the grievance procedure may be used against the other party at any subsequent arbitration hearing. Failing settlement, the grievance may then be submitted to arbitration within ten (10) working days following the reply.

The Union may submit a written grievance affecting all the employees in the bargaining unit where all the evidence affecting such employees will be the same. Such a grievance will be presented to the Plant Manager within three (3) working days after the circumstances giving rise to the grievance having occurred. The adjustment of the grievance shall start at Step #3. An arbitration board will be without jurisdiction to consider such a grievance if it does not fall within the qualifications set forth in this section.

The Company may submit a written grievance to the Union at Step #3 of the grievance procedure within three (3) working days after the circumstances giving rise to the grievance having occurred.

If a grievance is not processed by either party in accordance with the time limits set forth in this Article, it shall be considered to be abandoned. However, the time limits set forth in this Article

may be extended by mutual written agreement, provided that such extension for any one grievance shall not be a precedent or waiver of the time limits for any subsequent grievances.

No claim for compensation shall be retroactive for more than fifteen (15) days prior to the date of filing of the grievance, except in cases where a clerical error has been made by the Company in calculating rates of pay or payroll deductions.

An arbitrator shall not have jurisdiction to extend these time limits and Section 96, Subsection (1) of the Labour Code of British Columbia shall not be applicable to this Agreement.

IX. ARBITRATION PROCEDURE

Section 1. Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or that any employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

The representatives of each party to this Agreement shall attempt to select an arbitrator. If the parties are unable to agree upon an Arbiter, the Arbiter shall be selected by the Minister of Labour of the Province of British Columbia. The Arbiter shall conduct the hearing within twenty (20) days from the date of selection and shall render a decision within thirty (30) days from the conclusion of the hearings.

Section 2. The parties agree that the Arbiter shall not have the power to alter, modify, or amend any part of this Agreement or substitute any new provisions in lieu thereof. In addition, the Arbiter shall not have the authority to substitute his or her judgment for that of the Company in any area this is not specifically restricted by this Agreement or make any decision that is inconsistent with the provisions of this Agreement.

Section 3. In discharge cases, the employee shall not be reinstated until and unless reinstatement is agreed to in Step #3 of the grievance procedure or by the Arbiter. The Arbiter shall determine the amount of compensation the employee, if any, for the time lost and such compensation shall be paid to the employee on the next pay day.

Each party shall bear the cost of presenting its own case, and shall bear one-half (1/2) of the cost of the Arbiter and the hearing itself.

X. DISCHARGE OR SUSPENSION

Any employee who believes that he or she has been discharged or suspended without just and reasonable cause may submit a written grievance at Step #3 of the grievance procedure within five (5) working days of the discharge or suspension.

XI. WORK RULES

The Company shall retain the right to adopt and put into effect rules and regulations, provided that they are not in conflict with this Agreement or in no way abridge the civil rights of employees. All employees will be subject to such rules. Any such rules will be reduced to writing and will be posted in appropriate bulletin boards before becoming effective. This provision is an extension and not any form of limitation of the Company's rights as provided in the Management Rights clause.

XII. HOLIDAYS

Section 1. It is agreed that the following days shall be observed as holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and a Floating Day.

Section 2. A regularly scheduled employee who is on the payroll of the Company on any of the above named holidays will be granted eight (8) hours pay at the straight time rate of the employee's regular job subject to having worked for the Company for thirty (30) calendar days. The employee must have worked the employee's last scheduled work day before the holiday and his first scheduled work day after the holiday except as the employee is excused

by the Company because of bona fide illness or injury.

Section 3. If an employee is required to work on any of the above statutory holidays, the employee shall receive double the employee's regular rate of pay in addition to this holiday pay.

Section 4. If a statutory holiday should fall during the employee's paid vacation, the employee shall take one extra day off from work at the end of the paid vacation to compensate for the holiday. If operating conditions are required, the Company may defer the extra day of vacation to a later mutually acceptable date, but may not be carried over into the next year.

Section 5. Statutory holidays falling on a Saturday or Sunday shall be celebrated on Friday or Monday or in consideration of the printing industry needs.

Section 6. In the event "Heritage Day" is recognized by law as a holiday, it will be added to the list of days observed in Section 1.

XIII. VACATION

Section 1. An employee's annual vacation credits will be determined as of January 1 of the current vacation season based on employment status and years of continuous service on the preceding December 31 in accordance with the following schedule:

Employees hired between January 1 and June 30 will be entitled to two weeks vacation in the next calendar year. Employees hired between July 1 and December 31 will be eligible for one week vacation in the next calendar year, provided they have completed six months of service.

Employees having one (1) year of continuous service as of December 31, in any given year, but less than five (5) years, will receive two (2) weeks vacation two (2) normal weeks pay at the base rate or two (2) percent of the previous year's T4 slip for each week of vacation, whichever is greater.

Employees having five (5) years of continuous service as of December 31, in any given year,

but less than fifteen (15) years, will receive three (3) weeks vacation with three (3) normal weeks pay at the base rate or two (2) percent of the previous year's T4 slip for each week of vacation, whichever is greater.

Employees having fifteen (15) years of continuous service as of December 31, in any given year, will receive four (4) weeks vacation with four (4) normal weeks pay at the base rate or two (2) percent of the previous year's T4 slip for each week of vacation, whichever is greater.

Employees having twenty (20) years of continuous service as of December 31, in any given year, will receive five (5) weeks vacation with five (5) normal weeks pay at the base rate or two (2) percent of the previous year's T4 slip for each week of vacation, whichever is greater. This shall come into effect when and only if the Flint Group company policy changes to allow employees (other than those currently grandfathered) to allow five weeks of yearly vacation.

Section 2. No employee may continue to work and draw vacation pay in lieu of taking vacation.

Section 3. Vacations are not cumulative and must be taken within the vacation period.

Section 4. The Company will attempt to schedule vacations in accordance with employees' choices and also subject to employees' seniority, except that the Company reserves the right to limit the number of employees in the bargaining unit in excess of one (1) on vacation in any one (1) week due to production needs.

XIV. WAGES

Section 1. The wage rates are set out in Schedule A, attached to and which shall form part of this Agreement.

XV. HEALTH AND WELFARE

The Company agrees to provide the following benefits:

- A. British Columbia Medical Services Plan
- B. Weekly Indemnity
- C. Long Term Disability
- D. Life Insurance

- E. Accidental Death and Dismemberment
- F. Out of Canada Medical
- G. Supplemental Insurance, which includes a management defined employee cost share amount

XVI. PENSION

Effective 3/1/2009 the Company will pay \$11.55 per shift per covered employee to the Canadian Multi Employer Retirement Fund for the Graphic Arts Media. Effective 3/1/2010, such contribution shall be \$11.90 per shift per covered employee. Effective 3/1/2011, such contribution shall be \$12.25 per shift per covered employee.

XVII. TECHNOLOGICAL CHANGE

Section 1. In the event that any new jobs or processes are created due to technological change or new equipment, such jobs shall be available to all employees. Whenever possible and in the best interest of the efficient operation of the plant, members shall be afforded the opportunity to retrain, giving consideration to any rights specified by the last paragraph of Section VII., Seniority.

Section 2. The wage rate for the new job will be determined by the Company with due consideration given to comparable jobs within the plant, the ink industry, and the community. If the Union is in disagreement with such wage rate established, the issue will be subject to the grievance and arbitration procedures outlined in this Agreement without any interruption or slowdown of work.

XVIII. SAFETY AND HEALTH

Section 1. The Company will provide to each employee covered under the terms of this Agreement two (2) uniforms per week and any necessary safety materials.

The Union and the Company will attempt to keep a clean, healthful, sufficiently ventilated, properly heated, and well-lighted place for the performance of all work done in the shop.

Section 2. The Company will provide each employee covered under the terms of this Agreement \$120.00 per year for the purchase of safety shoes, provided each employee presents a receipt of purchase when seeking

reimbursement, and that each employee wear the safety shoes only while working in the shop. An extra pair of safety shoes at \$120.00 per pair may be allowable if excess wear is evident, subject to approval by the manager.

Section 3. The Company will provide each employee covered under the terms of this Agreement up to \$300.00 during the term of this Agreement for the purchase of glasses provided each employee presents a receipt of purchase when seeking reimbursement.

XIX. NO STRIKES OR LOCKOUTS

Section 1. The Union undertakes that during the life of the Agreement there shall be no strike, slowdown, work stoppage, unauthorized concerted absences or other interruption or restriction of the production, transportation or distribution of the Company business of any kind, by and of the employees it represents; and no such interference shall be directly or indirectly authorized, instigated, aided, condoned, or tolerated by the Union.

Section 2. It shall be grounds for discipline up to and including discharge if any employee leaves or fails to report to work or perform assigned duties in order to engage in picketing in violation of this Article.

Section 3. The Company agrees that there will during the currency of this Agreement be no "lockout" as defined by Section 79 (2) of the Labour Code of British Columbia.

XX. UNION BUSINESS

Section 1. The Company recognizes the right of the Union to designate Chapel Chairmen. For the term of this Agreement there will be no more than one Union Chapel Chairman for each active shift. The selection of the Chapel Chairman is the function of the Union and the Union must notify the Company in writing of the names of the Chapel Chairmen before the Company will recognize them. The Union shall designate in writing which Chapel Chairman is the principal one in the event a problem between the parties requires that more than one Chapel Chairman be involved.

Section 2. The Chapel Chairmen shall not leave their work stations without prior permission of

their supervisors (always indicating grievance or destination concerned) and then only for such activities as are specifically provided for in this Agreement.

Section 3. It is understood and agreed that neither Chapel Chairmen nor other employees acting on behalf of the Union shall transact Union business on Company time nor over Company communication facilities in soliciting employees for Union membership or dues on Company time.

Section 4. Outside representatives of the Union will not interfere with the Company's employees during working hours nor come on Company premises except for the general office and then only when advance permission has been obtained for the Branch Manager or his representative. Permission will only be granted when it is necessary to the transaction of Union business which cannot otherwise be transacted outside working hours or on Company premises. A management representative may accompany the Union representative at all times while the representative is in the general offices.

Section 5. All distribution of Union literature and other such Union communications will be done off the Company premises and not on Company time.

Section 6. No Union representative or other member of the bargaining unit shall be discriminated against, harassed, nor disciplined because of their membership in the Union or for carrying out the functions of their elected position.

Section 7. The Union agrees that bargaining unit employees who serve in any official Union capacity have a higher degree of responsibility than other members of the bargaining unit, not only in adhering to the provisions of this Agreement, but also in their leadership role to prevent any violation of this Agreement.

XXI. LEAVE OF ABSENCE

Section 1. Upon request and at the Company's sole discretion, an employee may be granted in writing a leave of absence without pay for a period of up to thirty (30) calendar days. A request for a leave of absence must be

submitted to the Branch Manager in writing with reasons in support thereof. An extension of leave of absence up to an additional thirty (30) days may be granted in writing, at the sole discretion of the Company.

Section 2. An employee who falsifies the reasons for a leave of absence or who looks for and accepts employment elsewhere during a leave of absence shall be subject to disciplinary action up to and including discharge.

Section 3. Upon written request, signed by an official representative of the local, a reasonable number of leaves of absence without pay may be granted to not more than one (1) member of the bargaining unit for the purpose of attending Union sponsored conventions and educational seminars. Such leaves of absence shall not exceed one (1) week's duration for any given employee. Requests must be received by the Company in writing at least two (2) weeks in advance of the planned date for commencement of the leave. It is understood that authorization for leaves of absence under this paragraph will be contingent upon the efficient operation of the plant.

Section 4. Any employee who overstays a leave of absence without prior written approval of the Company will be deemed to have terminated his or her employment.

Section 5. Subject to the British Columbia Employment Standards Act under Family Responsibility Leave, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- A. the care, health, education of a child in the employee's care, or
- B. the care or health of any other member of the employee's immediate family

XXII. JURY DUTY

Active employees who have completed their probationary period and who are required by law to serve as a juror or Crown Witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service, up to a maximum of eight hours per day and forty hours

per week, provided the employee is not receiving pay for such days under any other provisions of this Agreement.

If the time required for such service on any one day is four hours or less, the employee will be required to report for work as soon as possible on that day except if Jury Duty commences after 11:00 a.m., in which case, the employee will not be required to report that day.

The Company may require proof of such service and amount paid prior to any payment under this Article.

XXIII. FUNERAL LEAVE

Active employees who have completed their probationary period will be granted up to three (3) days time off with pay at the normal base rate for the purpose of arranging for and attending the funeral of their mother, father, spouse, brother, sister, child, grandparents, mother-in-law or father-in-law, provided the employee is not receiving any pay for such days under any other provisions of this Agreement and that the funeral is attended. Such time off will terminate with the day of the funeral.

Effective March 1, 1985, up to five days time off with pay will be granted in the event of the death of any employee's spouse or child.

It is agreed that the Company may require proof of death for the purposes of such leave and any subsequent payment.

XXIV. BULLETIN BOARD

The Company will provide bulletin board space for the posting of Union notices and official Union business. Anything appearing on the board that is not official Union information may be removed.

XXV. TERMINATION OF SERVICE

An employee will be deemed to have terminated employment for any of the following reasons:

- A. If the employee's resignation is accepted.
- B. If the employee is discharged.
- C. If an employee has been laid off and fails to return to work within three (3) days after notification by the Company to do so through registered mail

addressed to the last address on record with the Company.

- D. If an employee is laid off from work and not recalled for ninety (90) days.
- E. If the employee overstays a leave of absence or vacation without cause acceptable to the Company.
- F. If the employee is off work by reason of illness or injury for twelve (12) consecutive months.

XXVI. SUPERVISOR CLAUSE

Management employees will not perform work that normally falls within the scope of the duties of members of the bargaining unit. However, such restrictions shall not apply in case of an emergency, i.e. insufficient manpower to complete a customer's order as requested or for the training of bargaining unit employees.

XXVII. FOREPERSON

The Foreperson, who shall be selected by the Company, shall be responsible for directing the work of his or her department as instructed by the manager or manager's designate. Members so employed shall be members of the bargaining unit as defined in the Certification.

XXVIII. NON-DISCRIMINATION

The Company and the Union agree that there shall be no discrimination against any employee because of age, gender, race, creed, colour, national origin, marital or parental status, irrelevant handicap, sexual orientation or political belief.

XXIX. CONTINUATION OF CONTRACT

In the event that any federal or provincial legislation, governmental regulations, or court decisions, cause invalidation of any Article or paragraph of this Agreement, all other Articles and paragraphs not so validated shall remain in full force and effect.

XXX. DURATION

This Agreement shall be in effect from March 1, 2009 to February 28, 2012. Not more than four (4) months prior to the expiry of this Agreement either party may give written notice to enter into negotiations to terminate, amend, or change the Agreement, and such written notice shall contain any changes or amendments required in a new Agreement. If notice is not given, it will be

deemed to have been given sixty (60) days prior to the expiry of the Agreement. It is agreed that the provisions of Section 50, Subsection 2 and 3 of the Labour Code of British Columbia is hereby excluded.

Signed on this _____ day of _____, 2009.

For the Company:

For the Union:

Gary Engler, Vice-President
CEP Local 2000

Harry Uppal, Union Steward

The following letters of agreement will continue in full force and effect during the 2009-2012 labour agreement.

LETTER OF AGREEMENT #1

Permanent Plant Closure

In the event of a permanent closure of the Vancouver facility, each regular full-time employee who remains with the Company and continues to perform in a fashion that is acceptable to the Company, shall be eligible for one week of pay at their regular rated based upon their regular schedule (not to exceed 40 hours per week) for each full year of continuous service.

Signed on this _____ day of _____, 2009.

For the Company:

For the Union:

Gary Engler, Vice-President
CEP Local 2000

Harry Uppal, Union Steward

LETTER OF AGREEMENT #2

Promoted to Technician

If a member out from the bargaining unit is promoted to technician, the employee shall maintain bargaining unit priority subject to the following:

- A. The employee may request to return to a comparable position to the one promoted from in the unit anytime during the first three months in the new job.
- B. After three months in the new job, but no later than six months, and at the Company's discretion only, the employee may be returned to a comparable position in the unit.
- C. After six months the individual will retain no priority rights in the bargaining unit.

Signed on this _____ day of _____, 2009.

For the Company:

For the Union:

Gary Engler, Vice-President
CEP Local 2000

Harry Uppal, Union Steward

LETTER OF UNDERSTANDING

Part-time employees

As written confirmation of the understanding reached during 2006 labour contract negotiations, the Company and the Union agree to the following conditions as it applies to part-time employees:

1. The Company shall continue to employ part-time help as needed.
2. Layoff Status-Part time employees may not be hired if any union employee is on layoff subject to recall.
3. Part-time employees will not be used to reduce the regular work week for union employees.
4. Part-time employees may be employed for up to but no more than 60% of any work week (excluding coverage for vacation and sickness).
5. Part-time employees are entitled to certain holiday pay benefits as follows:
 - a. An employee who does not have a regular schedule of hours and who has worked at least 15 of the last 30 days before a statutory holiday shall receive statutory holiday pay by dividing the employee's total wages (excluding overtime wages) for the 30-day period by the number of days worked.
 - b. An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to a pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30-day period (excluding overtime) by 15.
6. Part-time employees shall receive vacation pay at the rate of 4% of regular earnings beginning the January following one year of service.
7. If a part-time employee is converted to a full-time employee and is covered by
8. the Agreement, service will credit back to date of hire (or adjusted date of hire, if there is a break in service of 6 months or greater for any reason) for vacation purposes only.
9. Part-time employees will be recognized as working under a union approved permit.
10. Part-time employees will start at 70% of the full contract rate their 1st year of employment and receive 80% of the full contract rate commencing their 2nd year of employment.

A part-time employee with one or more year of experience with Flint Group, who is rehired on the job for which s/he was performing, will receive 80% of the fulltime job classification pay rate at the sole discretion of the Employer, providing the Employee can satisfactorily demonstrate his/her ability to perform all facets of the position.

This reflects the mutual understanding the parties reached on this issue

Susan Landry
Operations Manager – Vancouver

Gary Engler
Communications, Energy and Paperworkers
Union of Canada

SCHEDULE A. WAGE RATES AND PROGRESSION

Combination Worker	3/1/09	3/1/10	3/1/11
Start	80% of Full Rate	80% of Full Rate	80% of Full Rate
6 Months	85% of Full Rate	85% of Full Rate	85% of Full Rate
12 Months	90% of Full Rate	90% of Full Rate	90% of Full Rate
18 Months	95% of Full Rate	95% of Full Rate	95% of Full Rate
24 Months	100% of Full Rate	100% of Full Rate	100% of Full Rate
Full Rate	\$23.72	\$24.31	\$24.92
Working Foreperson	3/1/09	3/1/10	3/1/11
Full Rate	\$24.82	\$25.41	\$26.02