

**LABOUR
AGREEMENT**

2012 – 2017

between



**CROWN PACKAGING
South Foot of Garden City Road
Richmond, British Columbia**

and



**UNIFOR
Local 433**





LABOUR AGREEMENT

2012 - 2017

THIS AGREEMENT made this 18th Day of September 2013

BETWEEN

**CROWN PACKAGING
SOUTH FOOT OF GARDEN CITY ROAD
RICHMOND, BRITISH COLUMBIA**

(Hereinafter referred to as the Company)

PARTY OF THE FIRST PART

AND

**UNIFOR
LOCAL 433**

(Hereinafter referred to as the Union)

PARTY OF THE SECOND PART



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SECTION 1 - GENERAL PURPOSE OF AGREEMENT

The general purpose of this agreement is, in the mutual interest of the employer and employee, to provide for the operation of the plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

SECTION 2 – MUTUAL RESPONSIBILITIES

1. Standing Committees shall be maintained in the following manner:

- a. The Company shall appoint a Company Standing Committee of four (4) individuals, which shall represent the Company.
- b. The Union shall select from its membership a Union Standing Committee of four (4), which shall represent the Union for the purposes stated in this agreement.

2. Joint Standing Committee

- a. To further enhance the spirit of Section 1 of the collective agreement, the Company and the Union agree to a joint Standing Committee meeting to be held on the third Tuesday of every month. In the event that the parties are unable to meet on the third Tuesday the meeting shall be rescheduled to a mutually agreed time, within two weeks of the original meeting.

Should there be no issues to be discussed the meeting may be cancelled by mutual agreement.

b. Payment of Representatives on Union Standing Committee

- (i) The general principle to be followed is that no employee's normal earnings shall be reduced by virtue of his attendance at a Standing Committee meeting.
- (ii) Employees attending meetings called while they are on duty will be paid for the time in attendance providing a meeting does not extend past the end of a shift.
- (iii) If it does extend past the end of the shift, no allowance is made for such additional time.

(iv) Employees attending meetings during their time off will not be paid.

(v) The Company will afford reasonable time to the Union Standing Committee to prepare for meetings with the Company.

3. It is recognized by this agreement to be the duty of the Company to explain fully the terms of this agreement to all its officers, supervisors, and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this agreement.

4. It is agreed that every employee covered by this agreement will perform his work to the best of his ability, to the end that the highest possible productivity of the plant be accomplished, that the profitable operation of the plant be continued and full-time employment of the Union membership maintained.

SECTION 3 - RECOGNITION

The Company recognizes Unifor and the Union (Local 433) as the only agencies representing all employees as defined in this agreement for the purpose of collective bargaining.

Any employee who is now a member in good standing, or who becomes or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing in the Union throughout the term of this agreement. Any new employee hired on or after November 1, 1951, shall, as a condition of employment, become a member of the Union on their first day of employment and will be signed into the Union by the Company on Union membership application cards supplied by the Union. In the event of the local Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the local in writing at least seven (7) days before such suspension.

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the constitution and bylaws of the National Union and the Union.

Applicants made available through the Union will be given consideration when the Company is hiring new or additional employees.

The Standing Committee Chairperson (or designate) will be given an opportunity to provide a Union orientation to all new employees.

SECTION 4 - CHECK-OFF

The Company shall remit to the Union not less often than once each calendar month, amounts deducted from employees' wages in respect of initiation fees, regular monthly dues and duly authorized Union assessments, pursuant to an assignment executed by individual employees on the Union Membership Application Card.

The local Union hereby agrees that the Company shall be saved harmless with respect to all deductions made and paid to the said Union in respect of provisions herein.

SECTION 5 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT

1. Term of Agreement:

This agreement shall be in effect from midnight June 30, 2012 to midnight June 30, 2017, and thereafter from year to year subject to the conditions as set out in subsection 2. to 6. which follow

2. Labour Relations Act:

The parties agree that the operation of section 50 (2) of the Labour Code of British Columbia is hereby excluded.

3. Notice of Re-opening:

This agreement may be opened for collective bargaining as to changes as follows. Either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after March 1, 2017, but in any event not later than midnight June 30, 2017, that a change is desired, and if no such notice is given by either party on or after the said June 30th, the earliest time at which such notice may be given by either party is the corresponding period in the following year. All notices given under the provisions herein on behalf of the Union shall be given by the president of the Union (or his representative) and similarly notices on behalf of the Company shall be given by the president of the Company (or his representative).

4. Collective Bargaining:

If notice of desire for changes has been given in accordance with subsection 3. above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Company being represented in such negotiations by a bargaining committee appointed by the Company, and the Union being represented by a bargaining committee selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding

upon the parties to this agreement. If such negotiations cannot be completed prior to the July 1st following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said July 1st.

5. Termination:

In case of negotiations conducted in accordance with subsection 4. above break down, either party may terminate this agreement upon the expiration of ten (10) days' notice in writing mailed by registered mail to the other party.

6. Successorship:

In the event of a change in employer status, members of Local 433 will retain all of their rights under the Labour Agreement. The jurisdiction for this language falls under the province of British Columbia only.

SECTION 6 - NO INTERRUPTION OF WORK

It is agreed by the Union that there shall be no strikes, walkouts or other interruption of work during the period of this agreement. It is agreed by the Company that there shall be no lockouts during the period of this agreement.

SECTION 7 - HOLIDAYS

1. The following shall be the recognized paid holidays:

New Year's Day	32 hours from 3:30 p.m. December 31
Good Friday	24 hours
Family Day	24 hours
Easter Monday	24 hours
Victoria Day	24 hours
Canada Day	24 hours
B.C. Day	24 hours
Labour Day	24 hours
Thanksgiving Day	24 hours
Remembrance Day	24 hours
Christmas Eve	24 hours
Christmas Day	24 hours
Boxing Day	24 hours

Any extraordinary statutory holiday declared by the federal government on a onetime basis – twenty-four (24) hours, 12:01 a.m. to 12:00 midnight.

The hours commencing and ending specified above may be varied by mutual agreement of the management and the Union Standing Committee.

In the event that any holiday falls on a Saturday or a Sunday, the following Monday will be observed, however, by mutual agreement, the Standing Committee may alter the day to be observed to be the preceding Friday, although such agreements must be arrived at by February 1st of any given year.

On such holidays no work shall be done except as follows:

- a. Any work necessary in the protection of life and property.
- b. Any major maintenance or repair work, which is necessary in order to prevent material subsequent curtailment of employment of a substantial number of employees; provided that such work be subject to the mutual agreement of the management and the Union Standing Committee and further provided that no machine or equipment involved in production shall be operated for production purposes during the holiday shutdown period.

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

2. Employees who are scheduled to work the afternoon shift on New Year's Eve will be permitted to take deferred overtime, one day's vacation, or a leave of absence. If an employee would prefer to work day shift rather than the above options, the Company will endeavour to accommodate their request.
3. In addition to any other compensation earned, any employee who is on the payroll of the Company on the holidays recognized in paragraph 1. of this section will be granted eight (8) hours pay at the straight time rate of the employee's regular job or the job he is performing at the time, whichever is greater, subject to compliance with all conditions a., b. and c. set forth below:
 - a. The new employee must have been on the payroll for not less than the thirty (30) consecutive days just preceding the holiday, and
 - b. The new employee must have worked a minimum of one hundred sixty (160) hours during the last period of his employment prior to the holiday, and

c. Every employee must have worked his scheduled workday before, and his scheduled workday after, such holidays, unless failure to work his scheduled workday before or after the holiday was due to any of the following events:

- i) When the employee is on his regular authorized paid vacation.
- ii) When the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board, or his absence was due to a bona fide sickness or accident.
- iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment or discontinuance changes or eliminates the employee's scheduled workday before, or his scheduled workday after, such holiday, however, an employee shall not be granted payment for a holiday or holidays unless he has actually worked at least one (1) day during the thirty (30) days just preceding any given holiday and at least one (1) day during the thirty (30) days immediately following such holiday.

If an employee who would otherwise qualify is recalled and is unable to report for work because of bona fide non-occupational accident or illness he shall nevertheless be granted payment for such holidays falling within the thirty (30) days immediately preceding the date of first recall. Any other employee recalled by reason of the above employee's inability to report for work and who is himself unable to report due to illness or non-occupational injury will not receive holiday pay.

- iv) When a trade in shifts agreed upon between employees and approved in advance by management results in a temporary change of the scheduled workday before, or the scheduled workday after, the holiday, provided the employee works the shift agreed upon.

4. It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if:

- a. He has agreed to work on such holiday as provided in subsection 1., a. and 1., b. of this section and fails or refuses to work, except in the case where bona fide sickness, or other bona fide reason approved by management prevents his working on such holiday.
- b. He has not actually worked at least one (1) day during the ninety (90) days just preceding the holiday.

5. When a statutory holiday falls within an employee's scheduled vacation the corresponding vacation day(s) shall be deferred.

SECTION 8 - HOURS OF WORK

1. Both parties to this agreement are committed to maintain the principle of a basic workweek of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in Section 26.
2. It is agreed that Sundays may be worked provided that such work will be on a voluntary basis for the employees.
3. a. The regular hours of employment for all workers shall be eight (8) hours per day, Monday through Friday, with the exception of the short graveyard shift as indicated below:
 - b. i) The hours of work will be:

Graveyard	12:00 midnight to	7:00 a.m.
Day	7:00 a.m. to	3:30 p.m.
Afternoon	3:30 p.m. to	12:00 midnight

The six (6) hour and thirty (30) minute graveyard shift shall constitute an eight (8) hour shift with eight (8) hours' pay and for the purpose of computing overtime. (See Section 26 – Overtime.)

Any variance from the above hours are listed under **"Variances in Hours of Work"** in Statements of Policy.

- ii) The hours of work for shift workers on continuous machine operations, consisting of the corrugator, singlefacer, steam plant, Adhesive Maker, 630 Operator and Helper, 611 and 612 press will be:

Graveyard shift	11:00 p.m. to	7:00 a.m.
Day shift	7:00 a.m. to	3:00 p.m.
Afternoon shift	3:00 p.m. to	11:00 p.m.

When continuous operations are scheduled to operate on three (3) shifts, the graveyard shift rate shall be equivalent to ten (10) hours' pay. The jeep driver assigned to the corrugator will also be scheduled and paid as outlined herein.

- iii) Both parties of this agreement recognize that certain exceptions in regular hours of work or, type of schedule (i.e.

continuous or regular) may be necessary in particular jobs to ensure continuity of production or shipment of goods. Such cases shall be by mutual agreement between the Union and the Company.

iv) Except for employees on continuous operations, there shall be two (2) ten (10) minute paid rest periods during the designated day shift and the designated afternoon shift at a time designated by the Company.

There shall be a twenty (20) minute lunch break and a ten (10) minute rest period during the designated short graveyard shift at a time designated by the Company.

Employees on continuous operation are entitled to two (2) ten (10) minute paid rest periods and one (1) twenty (20) minute paid lunch break. These breaks are to be taken only if the machine is running, or during downtime with the approval of the supervisor.

Present practices on continuous operations will be changed only by mutual agreement of the Standing Committees.

4. LETTER OF UNDERSTANDING #19 - Running Equipment Through Rest Periods and Lunch

Any job category in the wage schedule may be scheduled to run through rest periods and lunches.

When machines are scheduled on run through the Company will schedule required direct support services (e.g. unitizers, drivers and maintenance). Employees on the regular shift schedule that are required to assist on, or provide relief to a run through job category will only be on the run through schedule for the time they are required. Once their services are no longer required, they will revert back to the regular shift schedule.

The Company will schedule and provide relief, except in those areas where self-relief is possible, so that employees receive two (2) ten (10) minute paid rest periods and one (1) twenty (20) minute paid lunch break, or two (2) twenty (20) minute paid rest periods.

Employees assigned to provide relief will provide relief in any area of the plant as required. Employees who have signed off must move up the line of progression to provide relief for breaks; however, employees who can verify that they have a legitimate medical sign off will not be required to move up. Employees moving up to provide relief temporarily during a shift will be paid the higher rate for those hours actually worked at the

higher rate.

When equipment is scheduled on run through, the following will apply:

- a. Machines will be manned with trained crews.
- b. Any machine scheduled to run through rest periods and lunches will not be curtailed in that week. In the event that a run through machine cannot be manned and attempts to provide relief have failed, it is agreed that another run through machine may be curtailed to man the priority machine.
- c. The hours of work for employees on run through will be:

Graveyard shift	11:00 p.m. to	7:00 a.m.
Day shift	7:00 a.m. to	3:00 p.m.
Afternoon shift	3:00 p.m. to	11:00 p.m.

- d. Employees working this shift on graveyard will receive ten (10) hours' pay.

SECTION 9 - DEFINITIONS

Wherever used in this agreement:

1. The word EMPLOYEES means all persons on the payroll of the Company at the location named in this agreement, excepting those engaged in administration, in actual supervision, in sales, engineering, technical and research, accounting, clerical, stenographic and other office work, or watchmen's functions.
2. The word DAY means a period of twenty-four (24) hours beginning at 12:01 a.m., or at the regular hour of changing shifts nearest to 12:01 a.m.
3. The word WEEK means a period of seven (7) calendar days beginning 12:01 a.m. or at the regular hour of changing shifts nearest to 12:01 a.m. on Monday.

SECTION 10 - DAYS OFF AND SCHEDULE OF SHIFTS

1. The employer will as far as practical designate regular, periodic, days off for each regular employee and will not change such designation without at least forty-eight (48) hours' notice to the employee. The employees may, as far as practical, change their day or days off or shift by mutual

arrangement with the supervisor and the shop steward of the department concerned. In the case of ALL WORKERS, overtime shall be paid if less than forty-eight (48) hours' notice is given.

2. In case of absenteeism extending beyond the initial shift on which an absence occurs, the vacancy will be filled for the duration of the week following the day of the initial absence unless the operating schedule is reduced.

In filling the vacancy, the following rules shall apply:

- a. Assignments made before the start of the week will be made on the basis of the job seniority of all employees holding seniority on a job.
 - b. Assignments made after the start of the week will be made on the basis of the job seniority of all employees holding seniority on the job on which the vacancy occurs who are "on" the shift on which the vacancy occurs.
 - c. Weekly shift assignments will be made in a manner providing at least one (1) employee capable of immediate promotion to each job, if possible.
3. An employee's request for shift preference due to illness or for other specific reasons may be granted only after review by the Company and Union Standing Committees.
 - a. The committees may require special medical advice if deemed necessary.
 - b. When granted, the shift preference will not exceed a six (6) month period.
 - c. A request for extension of the six (6) month period will be considered by the committees during the sixth (6th) month of the period.
 - d. An employee granted shift preference shall have no claim to a higher rated job by reason of line of progression, department or plant seniority during that period.

SECTION 11 - REQUEST FOR LIGHT DUTY

Following a serious illness or accident, an employee may request special consideration for light work.

1. A request for light work shall be submitted in writing to the department superintendent.
2. The request shall be substantiated by a physician's certificate.

3. A copy of the request and the physician's certificate shall be forwarded to the Union Standing Committee by the Human Resources Manager.
4. The request will be discussed by the Human Resources Manager and the chairman of the Union Standing Committee.
5. Requests which are granted shall not exceed thirty (30) days. However, extensions of substantiated requests are not precluded.
6. When a dispute exists with an employee who is assigned light duties, approved by his/her doctor, following an occupational accident or illness, the Union plant chairman shall be advised immediately.

SECTION 12 - ALLOWANCE FOR FAILURE TO PROVIDE WORK

1. In case any employee reports for his regular scheduled shift having been ordered to report for such work and then no work is provided, he shall nevertheless receive two (2) hours' pay for so reporting.
2. In any case where an employee has commenced his regular scheduled shift, he shall receive a minimum of four (4) hours' pay except in cases of accident, breakdown, interruption of power, acts of God, or in cases of call time as provided in Section 13 hereof. In cases of accident, breakdown, interruption of power, or acts of God, the employee shall receive a minimum of two (2) hours' pay.
3. In any case where an employee has commenced his regular scheduled shift and is transferred to a lower paid job he will receive his regular rate for the balance of his shift.
4. In any case where an employee reports for his regular scheduled shift and before he starts to work is told his regular job is not available he will be paid two (2) hours at his regular job rate and the balance of the shift at the rate of the job which he has temporarily taken over.
5. In any case where an employee relieves another employee who did not report for the commencement of his shift, he will be paid the higher rate only for those hours worked at the higher rate.

SECTION 13 - MINIMUM CALL FOR EMPLOYEES

1. a. Any employee required to report for work after he has completed his designated shift shall receive two (2) hours' call time at the straight time day rate plus actual time worked.
- b. Any employee required to report for work on his designated day off shall receive two (2) hours' call time at the straight time day rate

except that such call time shall not be payable when notification has been given during his first shift preceding the work involved.

It is understood and agreed that the term 'first shift preceding the work involved' means a shift worked during the normal Monday-Friday work week.

- c. In cases where an employee has agreed to work overtime and it is cancelled due to an overtime canvassing error the employee shall receive two (2) hours' pay at straight time.
- d. When an employee is required to report for duty in advance of his regular scheduled shift or when his regular scheduled shift is changed to another regular shift with an earlier starting time or when the Company changes an employee's regular shift schedule after the start of the week he shall receive two (2) hours' call time at the straight time day rate subject to the following exceptions i), ii), iii) and iv):
 - i) When the change in starting time does not exceed one (1) hour in advance of the regular scheduled shift, no call time is payable.
 - ii) When the employee is given thirty-six (36) hours' notice of the change in starting time and such notice is given during the employee's regular working hours, no call time is payable.
 - iii) When the change in shift is required to fill posted relief positions, no call time is payable.
 - iv) When the change in shifts during the week is temporary the call time is not payable for the second change in shifts when the employee returns to his previously established shift.
2. It is understood and agreed that in the payment of call time on the basis provided in this section, a minimum of four (4) hours' pay will be paid for each call when work has actually commenced, it being understood that such payment will include the payment for call time and payment for the time worked whether at straight time or at an overtime rate.
3. It is further understood and agreed that in the payment of call time on the basis provided in this section, not more than one (1) basis shall be used to cover the same period of work, nor will call time be added to or paid in lieu of allowances payable under Section 12, hereof.

SECTION 14 - STARTING AND STOPPING OF WORK

1. Employees shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if a mechanic's pay time is from 7:00 a.m. to 11:30 a.m., and from 12:00 noon to 3:30 p.m., he shall be at his post ready to work at 7:00 a.m. and 12:00 noon and shall not quit work until 11:30 a.m. and 3:30 p.m.
2. When an employee on a continuous operation presently consisting of the steam plant, corrugator, gummer operation, adhesive makers and 611 and 612 press, or employees working on a run through schedule as per Section 8, subsection 4. does not report for his regular shift, his mate shall notify the supervisor.

He shall remain at his post until a substitute is secured and if necessary work an extra four (4) hours. If work in excess of twelve (12) hours is required by refusal of a mate to report in or when no other relief is available, then the employee shall complete the extra shift.

When an employee has to work beyond his regular shift he shall be provided a meal allowance as outlined in Section 27.

3. It is the duty of an employee to report for his regular shift unless he has already arranged with his supervisor for a leave of absence. If unavoidably prevented from reporting, he must give notice to his supervisor or at the office, if reasonably possible, at least four (4) hours before his shift goes on duty.

SECTION 15 - DISCIPLINARY ACTION

The Company has the right to discipline or discharge employees for just cause.

SECTION 16 - CORRECTIVE ACTION PROCESS

Where in the opinion of the Company, discharge is not appropriate, corrective action will be applied. A meeting will be held with the employee to review the circumstances of the situation to determine the degree of disciplinary action to be taken. A shop steward will be in attendance.

1. Verbal Warning:

Should management decide to issue a verbal warning to the employee, the shop steward will be present and a record of the discussion will be initialled by the shop steward and the supervisor. A copy will be given to

the employee, who will sign acknowledging receipt thereof. Within three (3) days of the letter(s) being issued, a copy of the letter(s) will be forwarded to the chairman of the Union Standing Committee.

2. Written Warning:

Should management decide to issue a written warning to the employee, the shop steward will be present and a record of the discussion will be initialed by the shop steward and the supervisor. A copy will be given to the employee, who will sign acknowledging receipt thereof. Within three (3) days of the letter(s) being issued, a copy of the letter(s) will be forwarded to the chairman of the Union Standing Committee.

3. Suspension:

a. Before management makes the decision to issue a disciplinary suspension to an employee, the department manager and the Human Resources Manager will discuss the situation with the available members of the Union Standing Committee.

i) The supervisor may suspend the employee immediately on a temporary basis while awaiting the discussion.

b. Following the discussion, should management decide to issue a disciplinary suspension to the employee, a shop steward will be present and the record of the discussion will be initialed by the shop steward and the supervisor. A copy will be given to the employee, who will sign acknowledging receipt thereof. Within three (3) days of the letter(s) being issued, a copy of the letter(s) will be forwarded to the chairman of the Union Standing Committee.

c. Following management's issuance of the disciplinary suspension, the chairman of the Union Standing Committee will review the case with the Human Resources Manager, and then the Union Standing Committee will meet with the employee in an effort to assist him in correcting his problem.

4. Discharge:

a. Before management makes the decision to discharge an employee, the superintendent and the Human Resources Manager will discuss the situation with available members of the Union Standing Committee.

i) The supervisor may suspend the employee immediately on a temporary basis while awaiting the discussion.

- b. Following the discussion, if management decides to discharge the employee, a letter explaining the reason(s) for the discharge will be given to the employee.

Within three (3) days of the letter(s) being issued a copy of the letter(s) will be forwarded to the chairman of the Union Standing Committee.

- 5. The disciplinary record of an employee, including letters of reprimand or warnings, shall not be used against him/her at any time after twelve (12) months.

In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and not used after that period provided no other discipline has occurred during that time.

Upon making a request to the Human Resources department, an employee will have the right to view their file in the presence of a Human Resources employee. The person viewing their file will have the right to have a Shop Steward present. Viewing will be accommodated within a reasonable period of time.

- 6. Nothing contained herein supersedes Section 15 - Disciplinary Action or Section 23 - Adjustment of Complaints.

SECTION 17 - BULLETIN BOARDS

The employer shall supply adequately enclosed official bulletin boards for the use of the Union in posting of officially signed bulletins.

SECTION 18 - SAFETY

- 1. Employees and the Company are to comply with established accident prevention rules. Employees are expected to report immediately any unsafe equipment or condition. Employees will not be expected to operate with unsafe equipment or under unsafe working conditions. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.
- 2. a. If an employee discovers what he considers to be an unsafe working condition, he should report the unsafe condition to his supervisor.
- b. Failing a satisfactory solution, the employee should then contact his area main safety representative and both should immediately discuss the situation with the department manager.
- c. Failing a satisfactory solution, the employee and area main safety representative should then immediately contact the division Human

Resources Manager who will immediately arrange a meeting for the employee and his area representative with the Manager Richmond Operations to discuss and finalize the situation.

- d. If the investigation at this point does not resolve the matter, the Company will immediately notify a W.C.B. officer, who must investigate the matter without undue delay and issue whatever orders are deemed to be necessary.
 - e. If these steps fail to produce a satisfactory solution, the matter may then be taken up under the adjustment of complaint clause.
3. A member of the Union Standing Committee, or in their absence a Shop Steward, will accompany a management representative and Workers' Compensation Board inspectors on plant inspections.
 4. The main safety committee shall consist of equal representation chosen by the employees and management respectively. This committee shall meet once every month. Its function shall be to assist management in creating a safe place to work and to recommend to management, actions which will assist in improving the effectiveness of the accident prevention program.

Area or department meetings will be held once a month unless other means of performing their function have been approved by the main safety committee.

5. A Union member of the Safety Committee will be present for all accident investigations. In the absence of the Safety Committee member, a Shop Steward will be present, or in their absence, a senior member of the department will be present.

A member of the Standing Committee will be present for all Accident Investigations that involve a "Time Loss" injury.

6. Employees with more than one (1) year of Company seniority will be provided an allowance of up to seventy-five dollars (\$75) per calendar year to purchase CSA approved safety footwear. This allowance may be banked to be used in future years to purchase such footwear. In addition, this allowance may be used to purchase winter jackets by outside workers and warehouse employees, at the discretion of the employee.

SECTION 19 - SENIORITY

1. Principle:

- a. In promotions, demotions, layoffs or recall from layoffs, other things being equal, the principles of seniority will govern.

- b. In selecting apprentices, other things being equal, the principles of seniority will govern in differentiating between employees who successfully meet the established standards.
- c. Other things being equal, the principles of seniority will govern in differentiating between employees who successfully meet the established standards.
- d. In case of disagreement, the procedure as outlined in Section 23 - Adjustment of Complaints, shall apply.

2. Probationary Employees:

- a. An employee will be considered probationary until he or she has completed ninety (90) accumulative calendar days with the Company. The Company agrees to provide to the Union, with a copy to the probationary employee, a written report on the progress of the probationary employee upon thirty (30) days of employment, and every thirty (30) days thereafter until the completion of the probationary period. This probationary period may be extended by the Company for an additional fifteen (15) accumulative calendar days. Prior to an employee's probationary period being extended, the Union Standing Committee and the employee will be informed, and will be provided with written reasons for the extension.
- b. A probationary employee in any department (presently consisting of box, converting, warehouse and maintenance) will be laid off in order of department seniority and will not move from department to department on the basis of seniority during a layoff.
- c. In the event of layoff, a probationary employee will be terminated. A probationary employee who is terminated and recalled will receive credit for each period of employment in calculating his ninety (90) day probationary period, and at the completion of the probationary period, his plant seniority will be adjusted to ninety (90) days prior to completion.
- d. A probationary employee's department seniority date shall be established as the last day of his probationary period and in the department where he is working at that time.
- e. An employee cannot sign into an area (Line of Progression) until he has completed his probationary period.

3. Job Postings:

- a. Whenever management decides to fill a job opening which is not included in a progression ladder, the job will be posted for fifteen (15) calendar days. Should a situation arise making this time period

impracticable, the matter will be discussed and resolved at Standing Committee.

In the event the employee selected cannot be transferred to the job immediately, his job seniority date will be the date of the job posting.

In the event more than one applicant posts for an opening and the employee selected returns to his former position as per subsection b., the posting will remain valid for one further selection.

Employees who are absent on a vacation and/or leave of absence that coincides with a vacation, will be considered for job postings if they have left notice, in writing, with the Human Resources department that they would be interested in an opening should it become available. A copy of the notice will be forwarded to the Union Standing Committee. Such notices will be in effect for the length of time the employee is away on vacation and/or a leave of absence that coincides with a vacation; however, an employee who is absent for four (4) weeks from the closing date of the posting will not be eligible for that posting.

b. Seniority Rights and Probationary Period following a Transfer resulting from a Job Posting:

In the case of an employee who is accepted for a job as a result of a posting for a vacancy, his first thirty (30) days after reporting to the new job will be considered a probationary period. During this period the Company might deem it necessary to transfer the employee back to his former job or the employee may elect to do so of his own volition. In either case the employee will be returned to his former job with no loss of seniority rights. However, an employee who fails to complete the probationary period will be restricted from answering further postings for the same position for a period of six (6) months.

In the cases of posting for temporary vacancies in the service departments (mill stores, technical, maintenance, art and die) the employee selected will retain his seniority until such time:

- i) as his new job is considered to be permanent, or
- ii) he has worked four (4) months at his new job within any six (6) months.

Should the employee selected elect to return to his old job at the end of his four (4) month period, he should notify his supervisor. Failure to give such notification will automatically result in a forfeit of his previous job seniority. The four (4) month period may be extended in cases of sickness, industrial injury, or leave of absence. The period of thirty (30) days' probation also applies to transfers of a temporary nature.

- c. All permanent posted positions will have relief postings, and all relief positions will be posted plant wide. When a permanent vacancy occurs, the employee posted into the relief position will move into the vacancy. If the employee chooses to sign off in this circumstance, he signs off both the permanent and relief positions.

In the event the posted relief is not available when his/her services are required, the job shall be filled from the plant labour pool.

A person may hold no more than one (1) relief position.

4. Guidelines:

a. Definitions:

- i) Plant seniority shall be the last continuous period of employment with Crown Packaging, 13911 Garden City Road, Richmond, B.C.
- ii) Department seniority shall be the last date of entering a department to fill a vacancy through transfer.
- iii) Lines of progression seniority shall be the last date of promotion or transfer to fill a vacancy in a line.

b. Transfers:

- i) An employee with more than six (6) months' service may request a transfer to another department by filing an application with the Human Resources department. Requests that are denied shall be discussed with the applicant and a member of the Union Standing Committee.
- ii) An employee transferred to another department will forfeit his previous department and line of progression seniority (if any) after thirty (30) calendar days, subject to 3. b. above.
- iii) An employee transferred to another line of progression within a department will forfeit previous line of progression seniority after thirty (30) calendar days, subject to 3. b. above.

c. Promotions:

- i) Employees in a department labour pool will be canvassed, in order of department seniority, to accept training to fill future vacancies on the first job in a line of progression.
 - (a) If no employees accept the training assignment, the job will be posted for plant bidding.
 - (b) The applicant accepted for the training job will replace the junior employee (department seniority) in the department labour pool.

- ii) In the event of a vacancy in the first step job in a line of progression, the senior employee (department seniority) in the department labour pool shall be promoted if he accepts training and is competent.
- iii) In the event of a vacancy in a line of progression above the first step job, the senior (job seniority) employee on the job preceding the vacancy shall be promoted if he has previously accepted training and is competent.
- iv) An employee must accept assignment to fill temporary vacancies in his line of progression except during short periods of physical disability.
- v) In the event seniority is not followed by scheduling a junior person ahead of a senior person in a line of progression, the Company will provide training to the most senior person to be moved up in the line of progression. The training will coincide with whenever the junior person begins working out of seniority.
- vi) An employee may "sign off" on a job only for a bona fide reason. The following process will be used for "sign offs" for any level in a line of progression:

An employee who signs off will fall to the job category immediately below the job category signed off. If there are already two (2) people signed off at that job category, then the junior person will fall to the next lower job category. Should there be two (2) people already signed off at this category, then the junior person would again fall to the next lower category. This process would continue until either there is a category with only two (2) sign offs or a person goes out of the line of progression.
- vii) All "sign off" requests shall be in writing and must be approved by the Union Standing Committee and the Company.
- viii) An employee who "signs off" a job rate in a line of progression shall not be entitled to assignment to job rates equal to or above the job rate "signed off." Six (6) months must elapse before a "sign off" can be cancelled and upon cancellation, the employee will be placed at the bottom of the line of progression seniority list for promotion to the job rate previously "signed off" and as well as job rates above it. If an employee had established seniority on an equal or higher rated job before the line of progression was established, he shall retain seniority on that job regardless of the job's place in the progression ladder and regardless of "sign off" or cancellation of "sign off."

d. Curtailments:

- i) (a) Generally, employees will be laid off on a "last on, first off" basis; however, in situations where there is a lack of trained personnel to man the plant, the Company can keep a junior employee working while a senior employee is laid off subject to point (g) below.
 - (b) An employee in a line of progression will revert down the line to a job previously held to which his line seniority entitles him.
 - (c) An employee without sufficient line of progression seniority to remain on any job in the line shall revert to the department labour pool.
 - (d) An employee without sufficient department seniority to remain on a job in the department labour pool shall displace the junior employee (plant seniority), to whom he is senior, in the general labour pool providing he is capable of being trained within a reasonable period of time and, if hired after September 17, 1979, has not less than three (3) months' seniority.
 - (e) Employees must accept assignments to any department labour pool or general labour pool jobs, however physical limitations will be considered in making job assignments.
 - (f) An employee without sufficient plant seniority to remain in a job in the general labour pool will be laid off.
 - ii) (a) An employee assigned to another department as the result of a curtailment shall not be entitled to use his seniority to obtain a higher rated job.
 - (b) An employee reassigned to other departments or lines of progression as the result of a curtailment will not establish either department or line of progression seniority but will retain all seniority held at the time of the reassignment.
 - (c) An employee assigned to another department or line of progression as the result of a curtailment who becomes entitled to return to his regular department or line of progression will be so assigned only at the start of the week.
- e. Recall:
- An employee, other than probationary, who is laid off, will be recalled in order of his plant seniority for any department having a vacancy. Employees are responsible to call in to find out if they have been recalled, as per the following:
- i) On scheduling day, the Company will record a list of employees being recalled.



- ii) Employees on layoff must check to see if they have been recalled by phoning a 24-hour recorded message. If recalled, an employee must leave a message following the recorded message, indicating they are aware they have been recalled.
- iii) If a person who has been recalled does not call in by 9:00 a.m. on the day following scheduling day, he will be bypassed and the next most senior employee will be called in.
- iv) If, after scheduling day, more employees are required, the Company will call in the required employees by seniority.

f. General Labour Pool:

- All Base Rated Jobs
- All Cleanup Jobs

Box Department

- All Bundlers
- All Offbearers
- All Helpers
- Load Mover
- 499 Downpiler Operator

IP Department

- All Helpers
- 662 Winder Helper
- 635 Roll Reconditioner

5. Laid Off Employees:

- a. The following rules will apply to employees, other than probationary, who are laid off due to shortage of work:
 - i) An employee who requests and receives his vacation pay for the current period of employment shall be terminated. The request must be in writing and be co-signed by a member of the Union Standing Committee.
 - ii) Failure of an employee to report for work within one (1) week of notice to his last address reported to and received at the plant shall result in termination of his employment with the Company. Bona fide reason for failure to report shall not deprive an employee of his recall rights.
 - iii) Laid off employees shall retain their seniority on the following basis:
 - (a) An employee with less than one (1) year of continuous service shall retain seniority for six (6) months from the date of layoff.

- (b) An employee with one (1) or more years of continuous service shall retain seniority for eighteen (18) months from the date of layoff plus two (2) additional months for each year of service up to an additional twenty-four (24) months.
- iv) Laid off employees shall retain their M.S.P., E.H.B., Dental, Group Life and A.D. and D. coverage on the following basis:
 - (a) An employee with more than three (3) months but less than one (1) year's seniority will retain the above coverage for three (3) months while on layoff.
 - (b) An employee with one (1) or more year's seniority will have the above coverage continued for six (6) months while on layoff.
 - (c) Benefit plans in existence will be reinstated upon the employee's return to work.
- 6. Where a layoff results from a permanent partial plant closure or a temporary closure in excess of ninety (90) days, the Company will participate in a program of training or retraining for another job within the operation to facilitate the exercising of plant seniority, recognizing there will be limitations where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and Union Standing Committee and shall be concluded prior to the date of closure.

7. Hourly Employees Transferred to Staff:

Any employee transferred to a supervisory position which removes him from the bargaining unit shall retain his Company and department seniority for a period of three (3) months only, during which time he shall maintain his Union membership.

Any employee transferred to a non-supervisory staff position which removes him from the bargaining unit shall retain his Company and department seniority for a period of up to three (3) months during each calendar year. This time period may be extended by mutual agreement between the Union and the Company.

The check-off procedure of Union dues shall be continued during this period. It shall be the employee's responsibility to ensure his seniority standing.

8. Summer Students:

It is agreed and understood that when temporary summer students are hired to supplement the regular work force for the purpose of vacation relief, they shall be designated as "temporary employees" for a term of employment that shall commence no earlier than March 15th, and shall

not extend past October 15th. Summer students cannot apply for permanent status during their term of employment.

Such temporary employees shall be subject to all of the provisions of this agreement with the exception of seniority.

In the event of a reduction in the work force there shall be no layoff of a permanent employee until summer students are laid off.

SECTION 20 - JOB SECURITY

Any employee who loses his job directly or indirectly due to a management decision to permanently downsize a department or a job category, or through Section 21 or 22, will be entitled to choose between rate protection or severance in accordance with Section 22.

The process of offering severance for job elimination is as follows:

Step 1

The person whose job is being eliminated will have the choice of rate protection or severance in accordance with the collective agreement.

Step 2

Should the person referred to in Step 1 decline severance, then severance would next be offered, by seniority, to employees in the department. If no one takes the severance, severance will next be offered to the most senior person on the layoff list on the day the person referred to in Step 1 leaves the position. If there is no one on layoff or he declines it, then the severance will be offered to the most junior person on the plant seniority list. If the junior person declines severance, then no further severance will be offered.

SECTION 21 - TECHNOLOGICAL CHANGE

1. a. The Company and the Union recognize that technological change, while necessary to the industry, may have an impact on employees. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.
- b. Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.
2. A joint committee on automation will be established at the plant, which shall consist of three (3) persons representing management and three (3) persons representing the Union. It shall be the function of the

committee to study the effect of mechanization, technological changes and automation on employment in the plant and to make such recommendations as are agreed upon to the Manager Richmond Operations, to ensure that the interests of the Company and of the employees are fairly and effectively protected.

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

The Company will advise the appropriate committee or committees as soon as possible and in any case not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

4. a. In the event that it is necessary, crews will be reduced in accordance with Section 19 - Seniority, of the agreement.
- b. An employee who is set back to a lower paid job because of mechanization, technological change, or automation will receive the rate of his regular job at the time of the setback for a period of six (6) months, and for a further period of six (6) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this twelve (12) month period, the rate of his new regular job will apply.

However, such employee will have the option of terminating his employment and accepting severance pay as outlined in subsection 5., a. below, provided he exercises this option within the initial six (6) month period referred to above.

- c. An employee assigned to an equal or higher rated job because of mechanization, technological change or automation will have the option of terminating his employment and accepting severance pay as outlined in subsection 5., a. below if the job should prove to be unsuitable, provided he exercises his option within six (6) months of starting on the job.

In case of a dispute concerning suitability of the job, the employee may process a grievance.

5. a. An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological changes or automation will, upon termination, receive a severance

allowance calculated by one (1) of the two (2) following methods based on his last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:

<u>Years of Employment</u>	<u>Severance Allowance</u>	
	<u>Weeks/yr.*</u>	<u>or % of Earnings</u>
1 st twenty (20) years	2	4%
Subsequent years	1	2%
 MAXIMUM	52 weeks	2080 hours
SEVERANCE ALLOWANCE		

*Computed on the basis of forty (40) straight time hours at the employee's regular rate.

Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.

For employees with a minimum of one (1) year's employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.

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

Where the right of recall and seniority retention under Section 19 - Seniority is elected, the employee's severance allowance will be held in abeyance for the duration of his recall rights at which time the employee will be terminated and his severance allowance paid forthwith.

Where the employee renounces the right of recall during this period, the employee will be terminated and his severance allowance paid forthwith with all seniority and recall rights being forfeited.

- b. Such employees for whom no employment is available will be given at least thirty (30) days' notice of separation.
6. The Company agrees to participate in a program of training or retraining for another job within the operation for those employees who are displaced under the circumstances set forth in this section.

SECTION 22 - PERMANENT JOB CATEGORY ELIMINATION FOR REASONS OTHER THAN MECHANIZATION, TECHNOLOGICAL CHANGES AND AUTOMATION

1. In the event management decides to permanently discontinue a Job Category on the basis that management does not anticipate re-establishment of the Job Category within the foreseeable future, a permanent "Job Category Elimination" will be deemed to have occurred. The Company will advise the Standing Committee at least forty-five (45) days prior to such job category elimination.
2. In the event that it is necessary, crews will be reduced in accordance with Section 19 - Seniority, of the agreement.
3. a. An employee working on a job category at the time it is eliminated who is set back to a lower paid job will receive the rate of the job category eliminated for a period of six (6) months on the basis of the average percentage of the time spent on the job during the six (6) months immediately prior to its elimination.
- b. Following the six (6) month period, he will receive an adjusted rate midway between the rate of the job category eliminated and the lower paid job category on which he is working for a further six (6) month period on the basis of the average percentage of time spent on the job category eliminated during the six (6) months immediately prior to its elimination. At the end of the twelve (12) month period, the employee will receive the rate of the job on which he works.
- c. However, an employee having one (1) or more years of continuous service who is working on the job category eliminated at the time of its elimination will have the option of terminating his employment and accepting severance pay, provided he exercises this option within a three (3) month period.

Severance allowance will be calculated by one (1) of the two (2) following methods based on the last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used.

	<u>Severance Allowance</u>	
<u>Years of Employment</u>	<u>Weeks/yr.*</u>	or <u>% of Earnings</u>
1 st twenty (20) years	2	4%
Subsequent years	1	2%
 MAXIMUM	 52 weeks	 2080 hours

SEVERANCE ALLOWANCE

*Computed on the basis of forty (40) straight time hours at the employee's regular rate.

Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.

For employees with a minimum of one (1) year's employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.

- d. An employee set back to a lower paid job directly because of the application of seniority involved in a Job Category Elimination at the time of the Job Category Elimination will be entitled to the benefits of 3. a. and b. above.
 - e. An employee in a service department (warehouse, maintenance, art and die, and adhesive area) who has been set back to a lower paid job as a result of a Job Category Elimination at the time of the Job Category Elimination will be entitled to the benefits of 3. a. and b. above.
4. If the Job Category eliminated should be re-established within one (1) year, an employee(s) who receives the benefits of 3. above, shall have the right to return to his former job with the seniority he would have held had the Job Category Elimination not occurred, unless he has since been terminated.
- a. An employee who elects not to return at the time the option is open to him, will lose the right to return later with seniority.

5. Total Plant Closure

The Company will advise the Union Standing Committee as soon as possible and in any case not less than sixty (60) days prior to a planned permanent plant closure. An employee terminated as a result of planned permanent plant closure shall be given a minimum of sixty (60) days' notice of the closure.

Employees affected by total plant closure shall be entitled to a severance allowance based on his years of employment during his/her last period of continuous service computed on the basis of forty (40) straight time hours at the employee's regular rate on the following basis:

Two (2) weeks' pay per year of service to a maximum of sixty (60) weeks.

For employees with a minimum of one (1) year's employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks' pay.

Employees will have their welfare coverage continued for the current month plus two (2) additional months from their date of termination.

No payment will be made under this section in cases where the employee has already qualified under Section 21, 5., a. - Job Security, or under Section 22, 3., c. - Permanent Job Category Elimination for Reasons Other Than Mechanization, Technological Changes and Automation.

SECTION 23 - ADJUSTMENT OF COMPLAINTS

1. Should there be any dispute or complaint as to the interpretations of any of the clauses of this agreement, or any grievances arising out of the operation of this agreement, except in cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time the dispute, complaint or grievance arose.

2. Steps to be followed:

Step One: The grievance shall first be taken up by the employee with his Supervisor and the employee shall be accompanied by a Shop Steward. The grievance must be brought forward within thirty (30) days of the Union learning of the event in question. If no satisfactory settlement is reached the grievance may, within fifteen (15) days, be taken to Step Two.

Step Two: Grievances referred to Step Three shall be dealt with at the next scheduled Standing Committee meeting. If the two (2) Standing Committees are unable to arrive at a settlement the grievance may be referred to Step Four within thirty (30) days.

Grievances other than those involving individual employees may be initiated at this step by either party.

Step Three: The grievance may, upon request of either party, be taken up with the President or his designate. The Company will be represented by the Human Resources Manager. The Union will be represented by a National Representative and/or the

Local 433 Business Agent, and the Union Standing Committee.

If no agreement is reached at this stage, the matter may, within thirty (30) days, be referred to an Arbitrator as outlined in subsection 4.

3. In the event a grievance has not advanced to the next step within the time limits set forth above, then the grievance shall be deemed to be abandoned and all rights of recourse to the Adjustment of Complaints under this agreement in respect of this grievance shall be at an end. The time limit between all steps may be extended by mutual consent.
4. a. The Company and the Union will endeavour to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within the thirty (30) day period, to have the Arbitrator appointed under the Arbitration provisions of the Labour Code of B.C.
- b. After the Arbitrator has been chosen he shall meet and hear evidence of both sides and render a decision within fifteen (15) days after he has concluded his hearings, said decision to be final and binding upon all parties to this Agreement.
- c. The parties shall bear in equal portions the fees and expenses of the Arbitrator and rental of any premises used for the hearing.
- d. The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.
- e. In the case of discharge, demotion, or suspension, which the Arbitrator has determined to have been unjust, the Arbitrator shall order the reinstatement of the employee and shall award him back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as he deems fit.
 - i) The Company will not use as evidence a note of a discussion with an employee concerning his performance unless the employee was told at the time of the discussion that a note was being included in his record.
- f. In all matters of procedure not covered by the provisions herein, including alternate procedure for the selection of the Arbitrator, the Arbitration Provisions of the Labour Code of B.C. shall apply.

SECTION 24 - VACATIONS

1. Entitlement:

Subject to the requirements of this section, every employee is entitled to a vacation and vacation pay as follows:

		<u>Vacation Pay Being the Greater of:</u>	
		% of the total wages earned by the employee during the preceding vacation period,	or hours' pay at the hourly rate of the employee's regular job.
An employee who is on the payroll on May 1 st , who has been continuously employed during the qualifying period, and who has:	Length of Vacation		
a. been employed for less than one year and does not qualify under b. below;	1/4 day for each full week of actual work performed during the preceding vacation period, provided no vacation of less than one day will be granted	4-1/2%	or NIL hours.

Vacation Pay Being the Greater of:

- b. been employed for less than one year and has worked 1500 hours or more during the preceding vacation period,
- 2 weeks 4-1/2% or 80 hours.
- or,
- been employed for one year and has worked 1200 hours during the preceding vacation period.

The following hours will count as hours worked for the purpose of qualifying for a vacation:

Vacations;
Supplementary Vacations; Statutory Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant Apprenticeship and First Aid Leaves; and Banked Days Off.

c. Qualified for his second vacation under this Agreement	3 weeks	6-1/2%	or 120 hours
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d. Qualified for his seventh vacation under this Agreement	4 weeks	8-1/2%	or 160 hours.
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e. Qualified for his fourteenth vacation under this Agreement	5 weeks	10-1/2%	or 200 hours.
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f. Qualified for his twenty-third vacation under this Agreement	6 weeks	12-1/2%	or 240 hours.
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	<u>Vacation Pay Being the Greater of:</u>		
g. Qualified for his twenty-ninth vacation under this Agreement	7 weeks	14-1/2%	or 280 hours.

Note: Once an employee has qualified for his/her first vacation entitlement under b. above, the future vacation entitlement increases outlined in c., d., e., f., and g. will be guaranteed. However, an employee must work the required 1200 hours in each vacation year to qualify for the greater vacation pay option. For clarification, an employee who works less than 1200 hours in the preceding vacation period will only be entitled to the vacation pay percentage as per c., d., e., f. and g. above.

2. Additional Pay:

In addition to the vacation pay to which an employee is entitled under subsection 1. above, each employee shall, on qualifying for vacation under categories b., c., d., e., f. and g. above, be entitled to an additional amount of vacation pay equivalent to ten (10) hours' pay at the hourly rate of the employee's regular job in respect of the first week of his vacation.

3. Payment on Termination:

In the event an employee's employment terminates either before he becomes entitled to a vacation with pay, or, being entitled to it, before he takes it, he shall be paid on termination 4-1/2%, 6-1/2%, 8-1/2%, 10-1/2%, 12-1/2% or 14-1/2% (depending on which category described above the employee belongs) of his wages earned during the period of employment ending with his termination in respect of which no vacation or vacation pay to which he remains entitled has been paid or taken.

4. General Rules:

- a. The vacation period is May 1st to April 30th.
- b. Vacation with pay provided in accordance with subsection 1. above for employees in category a. may not be counted when determining whether an employee has qualified for the vacations provided under subsection 1. for employees in categories c., d., e., f. and g.
- c. Except as provided in subsection 4., d. below, vacations with pay are not cumulative and must be taken during the vacation period.
- d. A vacation with pay provided under subsection 1. for employees in category a. may be taken during the vacation period in which the

entitlement thereto is established, or during the next following vacation period.

- e. No employee may continue to work and draw vacation pay in lieu of taking the vacation.
- f. A vacation in excess of two (2) days starts from the first scheduled day of vacation and ends with the first scheduled workday on the employee's return. No employee will be permitted to work during their vacation except in cases of emergency.
- g. The allocation of vacation times is to be decided by the Company. Vacations not scheduled by February 1st will be scheduled by Management in order to minimize the effect on operations. However, the Company will endeavour by discussion with the employees or the Union to arrange vacations to suit the employees' wishes. Employees returning from vacation can call the switchboard between 3:00 p.m. and 4:30 p.m. on Friday or after 4:30 p.m. they can call the 24-hour recorded message to find out what shift they are scheduled on for the following week.
- h. Time lost as a result of an accident suffered during the course of employment, and recognized as compensable by the Workers' Compensation Board, shall be considered as time worked for the purpose of calculating entitlement upon return to work.

Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off under entitlement sections b., c., d., e., f. and g. An employee who cannot meet the 1200 hour prerequisite in the vacation year when he/she returns to work, will in the following vacation year, be entitled to time off as per column 2 of section 1., but will be paid solely on the basis of a percentage of earnings as per column 3 in section 1.

- i. Time not exceeding one (1) year, lost as the result of a non-occupational accident, illness, or approved maternity leave, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness or commencement of maternity leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.
- j. Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.

- k. Employees who qualify for vacation under categories (c), (d), (e), (f), or (g) may at their option elect to forfeit one (1) week of vacation, subject to the Employment Standard Minimum, and be paid the vacation pay they would have received in lieu of the week of vacation.

Employees must declare their intent for this option, in writing, prior to the start of the vacation year, and will be paid out between May 15th – 31st of the vacation year.

5. Computation of Vacation Pay:

Where an employee's vacation pay for the current year is to be computed as a percentage of his "total wages earned" in the previous year, such "total wages earned" shall include the amount of vacation pay an employee received in the previous year.

6. Banked Vacation:

Employees may bank regular vacation credits in excess of the legal requirement for purposes of retirement, up to a maximum of twelve (12) weeks. These twelve (12) weeks of banked regular vacation must be taken immediately prior to retirement and will be paid at the employee's current rate of vacation pay at the time when taking the banked vacation time off. An employee must advise the Company by February 1st of each year the amount of vacation time they would like to bank.

SECTION 25 - SUPPLEMENTARY VACATIONS

- 1. After completing ten (10) or more years of continuous service with the Company, an employee shall, in addition to the regular vacation to which he is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

Years of Completed Continuous Service Weeks of Supplementary Vacation

After Ten (10)	Two (2)
After Fifteen (15)	Three (3)
After Twenty (20)	Three (3)
After Twenty-five(25)	Three (3)
After Thirty (30)	Four (4)
After Thirty-five (35)	Four (4)
After Forty (40)	Five (5)

- 2. The supplementary vacation may be taken at times and in allotments agreed upon by the Company and the employee.

3. The supplementary vacation must be taken prior to the employee becoming eligible for his next earned period of supplementary vacation as provided in subsection 1. above.
4. One (1) week's supplementary vacation pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.
5. For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the last continuous service date of joining the Company.
6. At retirement or termination from the Company an employee who has completed ten (10) or more years of service shall be entitled to that portion of supplementary vacation pay proportionate to the number of years of service completed subsequent to his last five (5) year entitlement period.

SECTION 26 - OVERTIME

1. Employees shall be entitled to receive overtime pay for time worked on the following basis:
 - a. Time and one-half for the first four (4) hours worked in excess of eight (8) hours in a day and double time thereafter.
 - b. Double time for all work performed on holidays as specified in Section 7.
 - c. All employees, except those employed on a continuous twenty (20) or twenty-one (21) shifts per week schedule, shall receive double time for all hours worked on a Sunday.
 - d. Sunday, for employees who are employed on a continuous twenty (20) or twenty-one (21) shifts per week schedule, shall be considered to be the period from 7:00 a.m. Sunday to 7:00 a.m. Monday. During these hours these employees will be paid time and one-half for work up to twelve (12) hours and double time thereafter.
 - e. Time and one-half for the first twelve (12) hours on Saturday and double time thereafter, except for employees employed on a continuous twenty (20) or twenty-one (21) shifts per week schedule, for whom Saturday is a normally scheduled workday.
 - f. Time and one-half for the first twelve (12) hours and double time thereafter for work performed on designated days off.
 - g. Time and one-half for work in excess of forty (40) hours per week.

h. An employee who works a complete short graveyard shift and qualifies for overtime as outlined in subsection c. and e. above, shall receive eight (8) hours' pay at the appropriate overtime rate.

In the payment of overtime on the basis provided above, the one (1) basis which results in payment of the largest amount of overtime shall be used.

2. All employees may elect to participate in a Deferred Overtime Plan as outlined in Exhibit "F."

SECTION 27 - MEAL ALLOWANCE

Any employee required to work more than two (2) hours beyond his regular scheduled eight (8) hour shift shall be provided with a meal. If he continues to work, a further meal shall be provided every four (4) hours thereafter.

Any employee required to report for work more than two (2) hours before the start of his regular scheduled eight (8) hour shift and who is expected to work more than ten (10) consecutive hours shall be provided with a meal during the entire period of work.

The meal may be eaten on the job when necessary, or alternatively, the Company may allocate one-half hour and the employee eats on his own time.

A meal allowance will consist of six (6) cafeteria vouchers, each with a maximum value of two dollars (\$2.00). In the event the cafeteria is closed, an employee will have the option of accepting a meal allowance or having a meal provided. If an employee elects to have a meal provided, the employee will be able to order anything on the Wheat House menu, or approved supplier menu, up to \$16 before taxes.

SECTION 28 - SHIFT DIFFERENTIAL

1.	July 1, 1998 <u>(% of base rate)</u>	July 1, 2000 <u>(% of base rate)</u>
3:30 p.m. to 12:00 a.m.	2.00%	2.25%
12:00 a.m. to 7:00 a.m.	3.00%	3.25%

2. Such differential shall be paid in addition to an employee's regular rate of compensation but it is not to be added to the wage rates for the purpose of calculating overtime.

SECTION 29 - PENSIONS

1. Each employee as defined in this agreement shall participate in the Pulp and Paper Industry Pension Plan as set forth in the B.C. Standard Labour Agreement.
2. Contributions will be made by the Company to the Pulp and Paper Industry Pension Plan in accordance with the terms of the B.C. Standard Labour Agreement.

The contribution levels will be as follows:

January 1, 2003	Employer 10%	Employee 3.0%
January 1, 2004	Employer 10%	Employee 4.5%
January 1, 2005	Employer 10%	Employee 6.0%
January 1, 2006	Employer 10%	Employee 7.0%
January 1, 2007	Employer 10%	Employee 8.0%

3. The Company shall provide employees with a pension bridge annuity of twenty dollars (\$20.00) per month per year of service at age sixty (60) or older who retire prior to attaining age sixty-five (65). The pension bridge benefit will not be payable beyond age sixty-five. The calculation of the pension bridge benefit shall be credited on the same basis as under the terms and conditions of the Pulp and Paper Industry Pension Plan.

An employee who chooses to retire at age fifty-five (55) or later shall have access to the bridging benefit paid by the Company when they reach age sixty (60).

SECTION 30 - WELFARE PLAN

The Company shall make available to its employees a welfare plan, pursuant to the terms and conditions of Exhibit "C" which is attached hereto and forms part of this agreement.

SECTION 31 - BEREAVEMENT LEAVE

1. When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of three (3) days. Such leave is not to be deferred nor used for any other purpose.
2. Members of the employee's immediate family are defined as the employee's spouse or common-law spouse, mother, father, brothers, sisters, sons, daughters, stepchildren, mother-in-law, father-in-law, stepparents, grandparents and grandchildren, sons-in-law, and daughters-in-law. A common-law spouse means a person who is living with the employee in a common-law relationship. A common-law

relationship is considered to exist where two (2) persons have lived together in a conjugal relationship for at least twelve (12) months.

3. Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized holidays, but will not be counted as hours worked for the purpose of computing overtime.

SECTION 32 - JURY DUTY

1. Any regular full-time employee who is required to report for jury selection, jury duty, coroners inquest or who is subpoenaed to serve as a witness in a court action, save and except actions involving the Company or Trade Union, unless subpoenaed by the Crown, on a day when he would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and his straight time rate of pay for his regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such service and such duty pay received.
2. Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

SECTION 33 - APPRENTICESHIP TRAINING PROGRAM

It is agreed that there shall be an apprenticeship training program, the provisions of which are set forth in Exhibit "B," which is attached hereto and forms part of this agreement.

It is understood, however, that the grievance procedure as set forth in Section 23 - Adjustment of Complaints, shall not be applicable to those matters covered by the Apprenticeship and Tradesmen's Qualification Act which, by said act, are deemed to be outside the jurisdiction of the Union.

SECTION 34 - SUPERVISORS

No supervisor or salaried person will perform work normally done by bargaining unit employees, unless such work is required for training and/or instructing employees to perform the task. Such occasions must be temporary in nature and must not result in the displacement, layoff, or exclusion of employees.

SECTION 35 - JOB EVALUATION PLAN

If the Company:

- (a) introduces a new job classification that is not included in the list of job classifications contained in section 37 of this Agreement; or
- (b) makes a significant change to the duties and responsibilities of an existing job classification; or
- (c) installs new machinery or equipment or modifies existing machinery or equipment,

The Company will establish a temporary pay rate for the new or altered job classification, or for the operation of the new or modified machinery or equipment.

The parties agree to observe the operation of the new or altered job classification, or the new or altered machinery, for a period of 90 working days. The Job Evaluation Committee will then negotiate to reach agreement on a wage rate for the new or altered job classification, or for the operation of the new or modified machinery or equipment.

The Job Evaluation Committee will be comprised of two members appointed by the Union and two members appointed by the Company. The Company will provide all relevant information in its possession to the Union members on the Job Evaluation Committee.


If the Job Evaluation Committee is unable to reach agreement on a wage rate within 30 calendar days following the 90 day observation period, the issue may be referred by either party to the grievance and arbitration procedure starting at step four of the grievance procedure under article 23.

Any agreement on the wage rate, or any decision by an arbitrator on the wage rate, for the new or altered job classification, or for the operation of the new or modified equipment will be retroactive to the first day that the new or altered job classification, or the operation of the new or modified equipment, came into effect. The parties agree that no downward adjustment will be made in any existing or temporary pay rate.

SECTION 36 - LEAVE OF ABSENCE

1. Union and Public Office

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



An employee appointed or elected to full-time office in his Union, or to Federal, Provincial, Municipal or Aboriginal office, shall be granted as much leave as is necessary during the term of such office.

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

2. First Aid Certificate

A first aid attendant authorized by the Company to attend classes or write examinations for obtaining, renewing or upgrading a first aid ticket will be compensated for lost regular straight time earnings. The duration of the course shall include shifts on the day the course/exam begins and the day the course/exam finishes.

3. Steam Plant

Steam Plant personnel shall be granted leave in accordance with the provisions of Exhibit "E," (Steam Plant Vocational Leave), for the purpose of attending vocational school.

4. Maternity and Parental Leave

The Company will grant extended maternity leave without pay to female employees to a maximum of six (6) weeks in excess of that provided in the Employment Standards Act where there is a valid and documented medical reason applicable to the health or well-being of the mother and/or child.

The Company will grant parental leave as per the Employment Standards Act.

5. Other Leave

Granting of leave is a matter between the employee and the plant management.

The Company will consider length of service and will endeavour to arrange leave of absence to suit the employee's wishes. Employees with ten (10) or more years of service will be given special consideration.

6. Notification

Where an employee is granted a leave of absence of four (4) weeks or more under subsection 5., the plant committee will be notified of such leaves of absence in writing.

SECTION 37 - WAGE SCALE

a) Provide a general wage increase of 2.0% effective July 1, 2014, 2.5% effective July 1, 2015, and 3% effective July 1, 2016.

b) Student Rate

Employees who are hired as students under Section 19, will be paid 70% of the rate of the position being performed.

c) All employees hired after the date of ratification of this collective agreement, except employees hired in the Maintenance Department and the Steam Plant, will be paid at the following Training Wage Rate:

TRAINING WAGE RATE -- TIME FROM DATE OF HIRE	
0- 6 MONTHS	70% OF THE RATE OF JOB POSITION BEING PERFORMED
7 - 12 MONTHS	80% OF THE RATE OF JOB POSITION BEING PERFORMED
13 - 18 MONTHS	90% OF THE RATE OF JOB POSITION BEING PERFORMED
19 - 24 MONTHS	95% OF THE RATE OF JOB POSITION BEING PERFORMED

SECTION 37 - WAGE SCALE

The wage schedule below forms part of this labour agreement. Any new job rates established during the term of this agreement shall become part of the new wage schedule

	Effective Jul 1/11	Effective Jul 1/14 2%	Effective Jul 1/15 2.50%	Effective Jul 1/16 3%
<u>JOB CATEGORIES</u>				
Base Rate	27.535	28.090	28.790	29.650
<u>MAINTENANCE DEPARTMENT</u>				
Millwright, Electrical Lead Hand Tradesmen (Millwrights and Electricians)	39.415	40.200	41.210	42.440
Mechanic A, Journeyman 5th Yr Apprentice	37.215	37.960	38.910	40.080
Mechanic B, Journeyman 4th Yr Apprentice	34.555	35.250	36.130	37.210
Mechanic C, 3rd Year Apprentice	31.805	32.440	33.250	34.250
Helper A, 2nd Year Apprentice	30.525	31.140	31.910	32.870
Helper B, 1st Year Apprentice	30.025	30.630	31.390	32.330
Oiler/Counterman	29.210	29.790	30.540	31.460
<u>STEAM PLANT</u>				
Chief Steam Engineer	39.415	40.200	41.210	42.440
3rd Class Engineer	37.215	37.960	38.910	40.080
4th Class Engineer	33.915	34.590	35.460	36.520
<u>MISCELLANEOUS</u>				
Cleanup (General)	27.535	28.090	28.790	29.650
<u>TECHNICAL DEPARTMENT</u>				
Quality Inspector 0-6 mths	28.435	29.000	29.730	30.620
Quality Inspector over 6 mths	29.950	30.550	31.310	32.250
<u>ART & DIE DEPARTMENT</u>				
Make Ready	28.685	29.260	29.990	30.890
<u>BOX DEPARTMENT</u>				
<u>CORRUGATOR AREA</u>				
Corrugator Operator	34.295	34.980	35.860	36.930
Singleface Operator	33.025	33.690	34.530	35.560
Clamp Driver	32.005	32.650	33.460	34.470
Doublebacker	30.995	31.620	32.410	33.380
Roll Tender	29.215	29.800	30.540	31.460
Stacker Operator	29.215	29.800	30.540	31.460
Singleface Winder - Winderman	28.440	29.010	29.730	30.630
- Helper	27.535	28.090	28.790	29.650
<u>WASTE AREA</u>				
383 Waste Controller	28.200	28.760	29.480	30.370

	Effective Jul 1/11	Effective Jul 1/14 2%	Effective Jul 1/15 2.50%	Effective Jul 1/16 3%
<u>PRESS AREA</u>				
480 Die Cutter Operator	33.540	34.210	35.070	36.120
480 Die Cutter Assistant Operator	30.225	30.830	31.600	32.550
479 Die Cutter Operator	33.540	34.210	35.070	36.120
479 Die Cutter Assistant Operator	30.225	30.830	31.600	32.550
478 Die Cutter Operator	33.540	34.210	35.070	36.120
478 Die Cutter Assistant Operator	30.225	30.830	31.600	32.550
477 Die Cutter Operator	33.540	34.210	35.070	36.120
477 Die Cutter Assistant Operator	30.225	30.830	31.600	32.550
Utility	28.685	29.260	29.990	30.890
Load Mover	28.200	28.760	29.480	30.370
<u>FINISHING AREA</u>				
474 Flexo-Folder Gluer Operator	32.510	33.160	33.990	35.010
474 Flexo-Folder Gluer Assistant Operator	29.450	30.040	30.790	31.710
472 Flexo-Folder Gluer Operator	32.510	33.160	33.990	35.010
472 Flexo-Folder Gluer Assistant Operator	29.450	30.040	30.790	31.710
473 Flexo-Folder Gluer Operator	32.510	33.160	33.990	35.010
473 Flexo-Folder Gluer Assistant Operator	29.450	30.040	30.790	31.710
475 Flexo-Folder Gluer Operator	32.510	33.160	33.990	35.010
475 Flexo-Folder Gluer Assistant Operator	29.450	30.040	30.790	31.710
Finishing Utility	28.685	29.260	29.990	30.890
<u>MINDA LINE</u>				
Minda Operator		30.560	31.320	32.260
Minda Assistant Operator		28.760	29.480	30.360
<u>PROCESS AREA</u>				
499 Waxer Operator	28.685	29.260	29.990	30.890
499 Waxer Assistant Operator	27.980	28.540	29.250	30.130
469 Curtain Coater Operator	28.685	29.260	29.990	30.890
469 Curtain Coater Helper	27.980	28.540	29.250	30.130
Bundler (machine)	27.750	28.310	29.010	29.880
Bundler (general)	27.535	28.090	28.790	29.650
<u>INDUSTRIAL PRODUCTS DEPARTMENT</u>				
611, 612 Press				
Operator 0-12 months	30.225	30.830	31.600	32.550
Operator 13-24 months	30.725	31.340	32.120	33.090
Operator over 24 months	31.510	32.140	32.940	33.930
IP Plate Mounter	29.950	30.550	31.310	32.250
630 Gummer Operator 0-12 mths	29.450	30.040	30.790	31.710
630 Gummer Operator over 12 mths	29.950	30.550	31.310	32.250
630 Gummer Helper / Adhesive Maker	28.440	29.010	29.730	30.630
662 Winder Operator	28.952	29.530	30.270	31.180
662 Winder Helper	27.615	28.170	28.870	29.740
661 Winder Operator	28.685	29.260	29.990	30.890
635 Roll Reconditioner	27.980	28.540	29.250	30.130
	Effective Jul 1/11	Effective Jul 1/14 2%	Effective Jul 1/15 2.50%	Effective Jul 1/16 3%

TRANSPORTATION DEPARTMENT

Roll Warehouseman (RBD)	31.240	31.870	32.660	33.640
Checker Driver	29.950	30.550	31.310	32.250
Barge Checker	29.950	30.550	31.310	32.250

BARGE WORK

An adjustment of thirty-seven cents (\$0.37) per hour is payable to the following job categories when actually entering or working on a barge, but Section 12, 3. will not apply to this adjustment. However, if more than four (4) hours of any one (1) shift are actually spent on barge work, then the adjustment shall apply for the entire shift.

- Checker
- Checker Driver

TIMEKEEPING ON THE SHORT GRAVEYARD SHIFT

When an employee is late for work or is unable to complete the shift, the method of computing payment for hours worked shall be:

1. If less than fifteen (15) minutes late the employee will be paid for the full shift.
2. If more than fifteen (15) minutes late, payment will be on the basis of the actual time worked at an adjusted rate.
3. The adjusted rate will be a rate that will allow the computation of eight (8) hours' pay for six (6) hours and thirty (30) minutes actually worked or portion thereof.

PAYMENT OF JOB EVALUATION COMMITTEE

Members of the plant evaluation committee or other employees in the plant who are relieved from their jobs during working hours to assist in carrying out the functions of the job evaluation program will be paid by the Company at their regular job rates for the time during their regular shifts, thereby preventing any loss in regular income. Time put in on evaluation work outside the employee's regular shift will not be paid for by the Company. However every effort will be made by the Company to schedule job evaluation meetings during the regular working hours of the committee.

POSTED JOBS

An employee selected for a posted job for which a step rate does not exist will be paid the base rate during a period which he is double banked. An employee will receive the job rate when he assumes responsibility for the job on his own.

PROGRESSION ON A SENIORITY LINE

An employee moving up a line of progression will be paid his previous rate during a period which he is double banked. He will receive the job rate when he assumes responsibility on his own. An employee moving up to perform a job temporarily during a shift will be paid the higher rate for only those hours actually worked at the higher rate.

STEAM PLANT CERTIFICATION BONUS

1. Employees holding a 4th Class Certificate, where no certificate is required, will receive thirty-five cents (35¢) per hour over their job rate.
2. Employees holding a 3rd Class Certificate, where a 4th class certificate is required, will receive fifty cents (50¢) per hour over their job rate.
3. Employees holding a 2nd Class Certificate, where a 3rd class certificate is required, will receive fifty-five cents (55¢) per hour over their job rate.
4. Employees holding a 1st Class Certificate, where a 2nd class certificate is required, will receive sixty-five cents (65¢) per hour over their job rate.

LEAD HANDS

The Company will provide a minimum of two (2) weeks notice (to both the employee and the Standing Committee) to designate the senior qualified employee in the department into a Lead Hand position or to remove the designation.

The "senior qualified employee" means an employee who is interested in performing the job and has the following attributes:

- TECHNICAL SKILLS
 - A demonstrated thorough understanding of the equipment
- PEOPLE, TEACHING AND COACHING SKILLS
 - Can clearly communicate to all employees both verbally and in written form
 - Treats all employees with respect and consideration
 - Shows patience and understanding when dealing with machine or employee problems
 - Must be a good listener
 - Has the ability and desire to educate and improve employees' knowledge of equipment and processes
 - Can be trusted with respect to confidential information
- LEADERSHIP SKILLS

- o Keep all employees informed of what needs to be accomplished
- o Is fair and consistent with employees
- o Can lead by example
- DECISION MAKING SKILLS
 - o Can make good decisions with regard to safety, quality, and productivity
 - o Listens to all points before making a decision
 - o Responds in an appropriate manner when dealing with both suppliers and customers

The premium rate of pay for Lead Hands will be equivalent to 2.5% of the Trades rate.

On top of any Lead Hand premium or Lead Hand rate of pay, Lead Hands will also receive the blended rate when not on shift rotation. The "blended rate" will be calculated in accordance with the following examples:

Blended Rate Examples – Press Lead Hand

480 Op - 30.385 (July 2007 rate)
 Lead Hand Premium = 2.5% of Trades Rate (33.015)
 = 0.825 per hour

Current Schedule (no rotation - i.e. steady days)

Shift Differential = 30.385 x 1.83%
 = 0.556 per hour

Gvyd "Bonus" bonus hours = (260 days worked per year/3 shifts) x 2
 = 173.3 bonus hours x 30.385 rate
 = \$5887.267/2080 hours
 = 2.532 per hour

Rate = 30.385 regular rate + 0.825 lead hand premium + 0.556 shift differential + 2.532 gvyd bonus
 = 34.298 per hour

Current Schedule (on rotation)

Rate = 30.385 + 0.825
 = 31.21

3-12 Schedule (on rotation)

Rate = 30.385 rate + 0.825 lead hand premium
 = 31.21 x 1.1111% acceleration
 = 34.674

3-12 Schedule with Lead Hand on 5-8s

$$\begin{aligned}\text{Shift Differential} &= (0.66\% + 2.83\%)/2 \\ &= 1.745\% \times 30.385 \text{ regular rate} \\ &= 0.53 \text{ per hour}\end{aligned}$$

$$\begin{aligned}\text{"Loss" of 36 hr work week} &= 10\% \\ &= 30.385 \times 10\% \\ &= 3.039 \text{ per hour}\end{aligned}$$

$$\begin{aligned}\text{Rate} &= 30.385 \text{ regular rate} + 0.825 \text{ lead hand} \\ &\text{premium} + 0.53 \text{ shift differential} + 3.039 \text{ "loss"} \\ &= 34.779\end{aligned}$$

SECTION 38 – FLEXIBLE WORK PRACTICES

Flexible work practices will be implemented consistent with Letter of Understanding #14.

SECTION 39 – CONTRACTING OUT

1. The Company will not bring a contractor into the plant:
 - a. which directly results in the layoff of employees, or,
 - b. to do the job of employees on layoff, or
 - c. to do the job of a displaced employee working outside his job category.
2. It is not the intent of the Company to replace its regular workforce through the use of contract firms.
3. The Company will notify the maintenance/electrical Lead Hands of their intent to have work performed by contractors in the plant. This is to allow the Lead Hands the opportunity to review their ability to have our own maintenance crews do the work in a timely fashion within the available time.
4. A contracting committee will be set up to meet quarterly to discuss any areas of concern regarding the issue of contracting. This Committee will be comprised of the Maintenance and Electrical Lead Hands and the Union and Company Standing Committees.

For greater clarity it is agreed that:

1. The changes which provide that it is not the intent of the Company to replace its regular work force through the use of contract firms will not set aside existing external work arrangements and practices. It is agreed that existing external work arrangements and practices will be those that existed as at March 6, 2003.
2. Working under the flexible work practice provisions does not mean that an employee has been displaced and is working outside his job category.

IN WITNESS WHEREOF, we the undersigned, have as the accredited representatives of the respective parties to this agreement, hereunto set our signatures this 14th day of May 2009.

CROWN PACKAGING
SOUTH FOOT OF
GARDEN CITY ROAD
RICHMOND, BRITISH COLUMBIA

Communications, Energy &
Papers Union LOCAL 433
CANADA

"Joseph Beers"
"Chuck Madison"
"Mark Miedema"
"Jacqueline Mundie"

"Vince Lukacs"
"Gord Campbell"
"Rod Peat"
"Darrel Brown"
"Gino Bianchini"
"Gary Wenborn"

CEP hereby sanctions and approves this agreement and recognizes that the said agreement is made between the Union and the Company and hereby agrees to carry out all the duties imposed upon the National by the Company and the Union.

Attachments:

Exhibits B, C, E, and F

Statements of Policy

Letter of Understanding #2 – Temporary Tradesmen

Letter of Understanding #3 – Service Departments Vacation Scheduling Provisions

Letter of Understanding #8 – Harassment

Letter of Understanding #10 – Expedited Arbitration

Letter of Understanding #11 – Weekend Three-Day Maintenance Shift Schedule Agreement

Letter of Understanding #13 – Transshipping Warehouse

Letter of Understanding #14 – Flexible Work Practices

Letter of Understanding #16 – Project Work

Letter of Understanding #17 – Scope of Agreement

Letter of Understanding #18 – Overtime Policy

Letter of Understanding #19 – Running Equipment Through Rest Periods and Lunch

Letter of Understanding #20 – Press and Finishing Areas - Lines of Progression

Letter of Understanding #23 – Compressed Work Week

Letter of Understanding #24 – Voluntary Training Opportunities

Drug and Alcohol Policy

EXHIBIT "B" - APPRENTICESHIP TRAINING PROGRAM

1. The purpose of the program is to provide tradesmen of the highest calibre.
2. The apprenticeship training program will cover the trades, as set forth below:
 - Electrician
 - Machinist
 - Automotive Mechanic
 - Millwright

GENERAL PRINCIPLES

3. The minimum period of apprenticeship training will be four (4) years, however, it is agreed that any changes made by the Government Apprenticeship Branch will be adhered to.
4. Training syllabus for each trade to be designed to meet the requirements of the particular trade involved.
5. All provisions of the Labour Agreement in effect at the plant shall be applicable to apprentices in the program.
6. Apprentices hired with previous training may be placed into the training program at a level determined by the joint apprenticeship committee, with advice from the apprenticeship branch.
7. Under this program, apprentices will receive the rates listed in Section 37 - Wage Schedule, during the term of the Labour Agreement:
 - 1st year apprentice
 - 2nd year apprentice
 - 3rd year apprentice
 - 4th year apprentice
 - Journeyman 5th year apprentice

Progression through the schedule of rates is subject to successful completion of prescribed theoretical training, practical training and tests. The rates listed in Section 37 - Wage Schedule, apply on date of qualification or as otherwise provided for in item 12.

JOINT UNION-MANAGEMENT APPRENTICESHIP COMMITTEE

8. This committee will be comprised of two (2) Union and two (2) management representatives, as well as the Human Resources Manager who will act as coordinator.

The purpose of the committee will be to develop and supervise the procedures required to carry out the intent of the program as agreed to. The committee will also carry out the following duties.

- a. The Company to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established program shall be the responsibility of the joint committee.
- b. Set standards for entry into the apprenticeship program that are not inconsistent with the standards recommended by the apprenticeship branch.
- c. Carry out periodic reviews of training programs.
- d. See that the required practical tests are carried out in cooperation with the apprenticeship branch.
- e. Determine the tool requirements by years of training.
- f. Joint committee to review any case of lost time from the program because of sickness, accident, etc., and to determine the amount of additional time necessary before an employee meets his requirement of time served.

ADVISORY COMMITTEE

9. There shall be established an advisory committee of two (2) representatives of labour and two (2) representatives of management, for the purpose of considering policy questions and possible necessary amendments from time to time.

ENTRY TO PROGRAM - NEW APPRENTICES

10. Entrance into the program without any previous training of any kind will in all cases be subject to the applicant meeting the standards required for acceptance, established by the Company and the apprenticeship branch. The Company will inform the joint Union management apprenticeship committee of such standards as tests and scores required for acceptance, and of any subsequent changes in those standards, and be given opportunity to review an employee's test results, if requested by the employee.
11. Upon completion of each period of training in an approved vocational school, an apprentice will be required to pass examinations set by the apprenticeship branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the apprentice shall be required to undergo a period of retraining on subject material specified by the apprenticeship branch authorities and will be required to be re-examined within twelve (12) months.


Failure to pass the second examination will result in a review of his position by the joint apprenticeship committee and could result in his removal from the program. Employees who are removed from the program will be offered an entry job in keeping with their plant seniority.

SCHEDULE OF TRAINING FOR APPRENTICES

The following Training Schedules will be revised to comply with any changes made by the Apprenticeship Branch.

- 12.a. Successful applicants will be assigned to a specific trade as a probationer for a two (2) month period. During the probationary period he shall be paid the first year apprentice rate.
- b. On successful completion of the probationary period the probationer shall be reclassified and paid the first year apprentice rate for the following ten (10) months. During this twelve (12) months as a first year apprentice, he shall work eleven (11) months at the trade and spend one (1) month at vocational school. Exception: Electricians will be required to spend two (2) of the twelve (12) months at vocational school.

- c. On successful completion of the first period of training at the vocational school and having spent twelve (12) months as a first year apprentice, he shall be reclassified and paid the second year apprentice rate for the following twelve (12) months. During this twelve (12) months as a second year apprentice he shall work eleven (11) months at the trade and spend one (1) month at the vocational school. Exception: Electricians will be required to spend two (2) of the twelve (12) months at vocational school.
 - d. On successful completion of the second period of training at the vocational school and having spent twelve (12) months as a second year apprentice, he shall be reclassified and paid the third year apprentice rate for the following twelve (12) months. During this twelve (12) months as a third year apprentice he shall work eleven (11) months at the trade and spend one (1) month at the vocational school. Exception: Electricians will be required to spend two (2) of the twelve (12) months at vocational school.
 - e. On successful completion of the third period of training at the vocational school and having spent twelve (12) months as a third year apprentice, he shall be reclassified and paid the fourth year apprentice rate for the following twelve (12) months. During this twelve (12) months as a fourth year apprentice he shall work eleven (11) months at the trade and spend one (1) month at the vocational school. Exception: Electricians will be required to spend two (2) of the twelve (12) months at vocational school. On completion of the final period at the vocational school, the fourth year apprentice shall write his final examination set by the apprenticeship branch. Upon the successful completion of his term of apprenticeship and receipt of his certificate of apprenticeship, issued by the provincial apprenticeship committee, the apprentice shall be designated as a certified "A" mechanic at the regular hourly rate for "A" mechanics.
 - f. If any of the aforementioned eleven (11) month work periods (ten (10) month work periods for electricians) are exceeded due to the unavailability of vocational school facilities, such extra time will be credited to the apprentice in succeeding training requirements. Also, the apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing he successfully passes the examination. Retroactivity will not apply where retesting is necessary.
13. Wherever reference is made to a year (or twelve (12) months) as an apprentice, it shall mean a period of not less than 1600 hours, the said period to include time spent at the vocational school.

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- 14.a. While attending an approved vocational school, the apprentice will receive from the appropriate government authorities allowances and school expenses, in accordance with the government's schedule of grants pertaining to apprenticeship training. In addition, the employee shall receive from his employer an allowance comprised of the difference between his regular straight time rate, based on a forty (40) hour week, and the weekly living allowance granted by the appropriate government authorities. Allowances provided by the employer shall not apply to any periods of retraining as specified in item 11.
- b. The Company will reimburse the apprentice the cost of the books specified by the Apprenticeship Branch. The apprentice may keep the books as his personal property.
- c. On successful completion of the required period of vocational school, the Company will reimburse out-of-town expenses to a maximum of two (2) hours' pay per day at the first year apprentice rate on a seven (7) day basis while in attendance at the school. This reimbursement will also apply to Steam Plant personnel.

It will be paid after the employee's return to work and when verification of vocational school attendance is received from the appropriate agency.

CERTIFICATION OF PRESENT "A" AND ABOVE TRADESMEN

15. Testing of existing "A" mechanics and above for a certificate of competency shall be at the employee's option, with no prejudice to his status of journeyman within Crown Packaging.

GENERAL

- 16.a. The Company agrees to develop and provide a program of on-the-job training for the apprentices in each trade, which shall include doing jobs of gradually increasing skills consistent with the apprentice's training and ability.
- b. Apprentices will be required to acquire and build a kit of tools progressively throughout the program as specified by the apprenticeship branch and the joint Union management apprenticeship committee.

- c. A new category known as "Maintenance Utility" will be established in the mechanical department and complement for such category will be determined at plant level. Employees in this category will be employed to assist, if and as required, tradesmen and apprentices with labour and similar work but will not be used in a manner that will interfere with the application of the training program.
- d. The Company agrees that there will be a minimum of one apprentice in the maintenance department. Opportunities for apprenticeship will be filled by plant posting and applicants will be selected in accordance with the requirements of Exhibit B. Before the Company makes a decision on which trade a new apprentice will enter, the Company will engage in good faith consultation with the union standing committee and the maintenance lead hands to discuss the issue of the trade that should be selected for the next apprenticeship.
- e. When the Company is considering hiring a journeyman tradesman the matter will be discussed with the Union Standing Committee and their recommendations will be considered.

EXHIBIT "C" - WELFARE PLAN

This Exhibit "C," including Schedule 1 which is attached hereto and forms part hereof, sets forth the respective rights and obligations of the Company and its employees, effective beginning June 1, 1962, under the Welfare Plan which the Company has established pursuant to Section 30 of the Labour Agreement between Crown Packaging and Local 433 of the Communications, Energy and Paperworkers Union of Canada.

1. COMPLIANCE

- a. The Company will comply with the terms and conditions set forth in this Exhibit "C" and provide the coverages required therein.
- b. The coverages shall be subject to the limitations in the contracts of the selected carrier or carriers.

2. WAITING PERIOD

All full-time employees who are actively working and have completed three (3) months' service are eligible for the coverage except for the B.C. Medical plan including Extended Health Benefits which will be effective the first of the month following date of hire.

All employees shall join the Welfare Plan, as a condition of employment, when they become eligible.

3. UNION WELFARE COMMITTEE-MANAGEMENT WELFARE COMMITTEE

Joint Union - Management Welfare Committee

The Union Welfare Committee shall be appointed and shall meet with the Management Welfare Committee with respect to questions that may arise concerning the operations of the Welfare Plan. If there is only one Union in the mill, the Union Welfare Committee shall consist of not less than two (2) and not more than three (3) members; if there are two Unions in the mill it shall consist of not less than three (3) nor more than five (5) members, it being agreed that such committee members shall be selected by the Union or Unions concerned from the participating employees who are working in the mill at the time of appointment to and while serving on the committee. The Company shall appoint a Management Welfare Committee consisting of not less than two (2) members and not more than the aggregate number of members of the Union Welfare Committee.

The function of the committee will be to review the operations of the Plan and to permit the committee to ensure compliance with the terms and conditions of Exhibit "C". The Company agrees to furnish to the Committee such reports as the Committee may require.

4. CHANGES IN CLASSIFICATION

The regular wage rate of the employee in effect on September 1st and March 1st will determine his entitlement to Group Life and Accidental Death and Dismemberment coverages as outlined in Schedule 1, as contained in this Exhibit. Where an employee's regular duties consist of more than one job, his regular rate shall be deemed to be the average of the rates applicable to such jobs.

5. COSTS

Net costs of the coverage's and benefits made available to participating employees under the Welfare Plan will be shared between the Company and the said employees in accordance with the following:

Group Term Life Insurance)		
Accidental Death and)		
Dismemberment Insurance)		
Medical Surgical Coverage)	Company	100%
Extended Health Benefit)		
Dental Plan)		
Non-occupational Accident &)		
Sickness Insurance)	Company	70%
Long Term Disability Benefit)	Employee	30%

6. REPORTING PERIOD

The initial reporting period will be December 1, 1962 to November 30, 1963 and each year thereafter. Such reports will be submitted to the welfare committee not later than March 1st of each year. The committee shall distribute copies of the reports to the local Union concerned.

7. CHANGES IN PREMIUMS

It is understood that any change in respect of the rate charged by the carrier may only be made effective as of November 1st in any year.

8. DISTRIBUTION OF SURPLUS

It is understood that a surplus accumulation, if any, will be used only for the purpose of reducing premium costs.

Surplus accumulations must be disposed of within reasonable time limits. Questions in this respect will be referred to the welfare committee for decision.

9. OPTIONAL PAYMENTS UNDER LIFE INSURANCE

In any case where the existing Company plan provides optional methods of payment to the beneficiary under the life insurance program, such policy provisions will remain in effect.

10. DISPUTES

No dispute arising out of the operation, administration or interpretation of any coverage contract between the Company and the carrier shall be subject to the Adjustment of Complaints procedure of the Labour Agreement. Any such dispute shall be adjudicated under the terms of the following Dispute Resolution process.

- a. Where the insurance carrier has denied an employee Weekly Indemnity or Long Term Disability benefits, the issue shall be referred to a Joint Union-Management Committee.

To assist in the appeal of the denial of benefits, in addition to a standard Weekly Indemnity or Long Term Disability claim form from the employee's physician, the Company shall, within seven days, confirm the following documentation has been forwarded to the carrier (with copies to the Union committee):

- i) a complete job description
- ii) a physical demands analysis which indicates in detail the demands of the particular occupation.

From these documents an evaluation is made to identify the essential and peripheral elements of the particular occupation. With input from the Company, these evaluations will ensure an appropriate identification of the key or essential elements of a particular occupation.

b. In the event the employee's claim is further denied and the employee wishes to further appeal the decision of the carrier, the claimant may, within fourteen (14) days, refer the denial of benefit to the Joint Union-Management Committee.

If the Committee is unable to resolve the disputed claim, the issue will, within fourteen (14) days, be referred to a third party for resolution.

c. The mutually agreed upon third party shall have the right to review the claim file, require further examinations or testing of the claimant by a specialist. Costs incurred for medical examination or specialist testing shall be borne by the carrier. The costs of the third party shall be borne equally by the Union and the Company.

d. The third party will endeavour to complete the assessment and reach a decision on the issue under appeal within fourteen (14) days of referral.

e. The decision of the third party shall be binding upon the parties and the carrier.

For clarification of the above language see Vince Ready Arbitration re: Disputes Resolution dated December 15, 1999.

11. DISPUTED WORKERS' COMPENSATION BOARD CLAIMS

If an employee covered by the Welfare Plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board, weekly indemnity payments under the Welfare Plan will be paid retroactively as set forth in this Exhibit if requested by the employee and provided he has been off work for at least two (2) weeks due to the disability without the Workers' Compensation Board having accepted the claim.

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

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

12. NEGOTIATED CHANGES IN BENEFITS

In the case of an employee who is on active claim arising from a disability which occurred before a negotiated change in benefits and which continues thereafter, the said employee shall, as from the effective date of the negotiated change, be paid the changed weekly indemnity benefit, be covered for the changed Group Term Life Insurance and Accidental Death and Dismemberment Insurance, and make the changed contributions.

13. COVERAGE DURING LEAVE OF ABSENCE

- a. Employees on authorized leave of absence under Section 36, subsection 1. for Local Union business will have their Welfare Plan continued for a period of up to one (1) year.

After one (1) year the Welfare Plan may be continued for the duration of the leave of absence upon payment of the full premium by the employee.

- b. Group Term Life Insurance, Accidental Death and Dismemberment Insurance, Medical-Surgical Coverage, EHB, and Dental Coverage for employees on authorized leave of absence for extended vacation purposes will be provided up to a total of three (3) months in any one (1) calendar year.

14. COMMON-LAW DEPENDENT COVERAGE

It is agreed that an employee's common-law spouse and children who are dependent upon the employee will be recognized with respect to the Welfare Plan.

15. SURVIVING SPOUSE AND DEPENDENT CHILDREN

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under Medical-Surgical Plan, the Extended Health Benefit Plan and the Dental Plan for a period of twelve (12) months, commencing on the first of the month following the month in which the death occurs.

16. RETIREE BENEFITS

The Company will bear the cost of providing MSP and basic Extended Health Benefit for retirees of Crown Packaging who are receiving a pension. Coverage will be for retiree and dependents.

This coverage will be in effect for the life of the retiree only.

17. The Company agrees to reimburse employees for the costs of medical forms and specialist reports when required by the WI and LTD carriers. This is agreed on the basis that the Company will be reimbursed by the carrier.



SCHEDULE 1 - WELFARE PLAN COVERAGES

Attached to and part of Exhibit "C," this Schedule 1 sets forth the coverages and benefits of the Welfare Plan.

1. Group Term Life Insurance

The Welfare Plan will include group term life insurance coverage for all employees effective as follows:

July 1, 2014	\$100,470
July 1, 2015	\$102,982
July 1, 2016	\$106,071

Benefits will be payable as a result of death from any cause, on a twenty-four (24) hour coverage basis.

2. Accidental Death and Dismemberment Insurance

The Accidental Death and Dismemberment insurance coverage for all employees effective as follows:

July 1, 2014	\$100,470
July 1, 2015	\$102,982
July 1, 2016	\$106,071

Dismemberment Coverage of the Welfare Plan will be in accordance with the schedules offered by the particular carrier involved, such coverage to be on a twenty-four (24) hour basis.

It is agreed to revise coverage for accidental death and dismemberment insurance to provide coverage for quadriplegia, paraplegia and hemiplegia at 200%.

3. Non-Occupational Accident and Sickness Insurance

- a. The Welfare Plan will include Non-occupational Accident and Sickness Insurance that will provide a benefit of sixty-two percent (62%) of the employee's regular job rate to the maximums in the following table. Weekly Indemnity benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness as long as the employee has been treated by a physician or surgeon, except that in those cases of non-occupational sickness which result in the claimant being hospitalized, and in those cases where surgery is performed which

necessitates loss of time from work, the said weekly indemnity benefits will be payable beginning with the first day of sickness. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

b. Maximum Weekly Indemnity Benefits Payable

Effective Date	Benefit Maximum
Date of Ratification	\$925.00 per week
July 1, 2013	\$925.00 per week
July 1, 2014	\$925.00 per week
July 1, 2015	\$948.00 per week
July 1, 2016	\$976.00 per week

Note: The increases effective July 1, 2015 and July 1, 2016 reflect the July 1, 2015 and July 1, 2016 benefit being increased in accordance with the general wage increases effective on those dates.

- c. Each of the hourly job rates in the above table is defined as the straight time rate of the employee's regular job, exclusive of all premiums and fringes.
- d. Income tax shall be deducted from Weekly Disability Payments on a single status basis. Employees who wish tax deducted on some other basis may make arrangements by contacting the Human Resources department.
- e. An employee receiving benefits under this insurance shall not be entitled to receive vacation pay during the same period unless the employee has been off work for more than four (4) months, or in the event such vacation pay represents the balance owing to an employee at the end of a vacation year.
- f. Weekly indemnity benefits which begin prior to age sixty-five (65) will continue until the employee has received at least fifteen (15) weeks of benefits or until the employee is no longer disabled or retires, whichever comes first. Where the employee recovers an amount from a liable third party for loss of income as a result of the same accident or illness, they must reimburse the Plan once they receive one hundred percent (100%) of their loss. One hundred percent (100%) of their loss includes gross wages lost.

The premium structure for coverage of an employee over the age of sixty-four (64) will be as follows:

First three (3) months	75% of Normal Premium
Second three (3) months	50% of Normal Premium
Third three (3) months	25% of Normal Premium
Last three (3) months	No Premium

4. Medical Surgical Coverage

The present B.C. Medical plan or comparable medical-surgical coverage will be maintained for the term of this agreement as provided in Exhibit "C," paragraph 5.

5. Standard Extended Health Benefit Plan

- a. The standard extended health benefit plan as provided by the current insurance carrier will be implemented.
- b. Incorporate the co-insurance rate for hospitalization into the Extended Health Benefit Coverage to a maximum of \$8.50 per day.
- c. The Plan will be amended to provide payment up to a maximum of \$400.00 per person, effective on the date of ratification, in any twenty-four (24) consecutive month period, for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription; provided, however, that if the eyeglasses are for an employee for use while working in a mill they must be safety lenses and frames. It is agreed that this payment, or any portion thereof, may also be applied to Eye Exam and laser surgery procedures.
- d. Effective on the date of ratification the maximum amount of benefits payable for any one member or dependent will be increased to \$300,000.

Out of Province Travel Plan

When, in the opinion of the attending physician and attending specialist, a medical procedure is required that is not available in B.C., and is one for which the Medical Services Plan of B.C. will accept financial responsibility, the cost of travel and accommodation to the limits specified below will be paid for by the Plan. Where the attending physician specified that an attendant is required, the travel and accommodation expenses for such person will be paid to the limit specified.

The maximum limit under any one claim will be the return economy airfare or equivalent for patient and attendant, plus accommodation expenses up to a maximum of \$1500. Receipts will be required and forwarded on the claim form prescribed by the carrier.

This benefit will not stack on top of or duplicate existing provisions under local medical travel benefit or government plans.

6. Long Term Disability Plan

The Welfare Plan will include a Long Term Disability Plan which will provide the following:

- a. The Plan will only apply to non-occupational disabilities.
- b. Benefits and other terms and conditions of the plan will be established pursuant to the general principles set forth in the Long Term Disability Plan Summary for Crown Packaging.
- c. The Union accepts the foregoing Long Term Disability Plan as payment in kind of the employee's share of the reduction in the employment insurance premium resulting from the qualification of the Weekly Indemnity Plan under Employment Insurance regulations.

LONG TERM DISABILITY PLAN SUMMARY FOR CROWN PACKAGING

i) Eligibility

- (a) Hourly employees who are working full-time for full pay. Minimum hours worked no less than thirty (30) per week.
- (b) Coverage to commence after ninety (90) days of service.
- (c) Enrolment in the Plan to be compulsory.
- (d) Must be actively at work, full-time and for full pay on date coverage commences.
- (e) With respect to employees who are actively at work and who have completed ninety (90) days of employment as well as employees who are in receipt of either Weekly Indemnity or Long Term Disability Benefits from former industry plans, coverage will commence on the date the plan is implemented.

ii) Level of Benefit

- (a) For employees who qualify for commencement of Long Term Disability Benefits – fifty percent (50%) of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at date of onset of disability plus - any negotiated increases to that hourly straight time rate which would take place during the Elimination Period.
- (b) Effective July 1, 1997 an employee who is under sixty (60) years of age will have his/her future disability benefit recalculated by applying the contractual wage increases that were applied in each year, during the period of their disability, to their long term disability benefit.
- (c) The recalculated weekly benefit when combined with all other disability income which the disabled employee is receiving will not exceed eighty percent (80%) of forty (40) hours multiplied by the regular rate in effect at the time of recalculation.

iii) Elimination Period

Benefits commence after the employee has been totally and continuously disabled for fifty-two (52) weeks or has exhausted his Weekly Indemnity benefits whichever occurs last.

iv) Maximum Duration of L.T.D. Benefit Payments

- (a) There will be a minimum of sixty (60) months of benefit payment for persons with sixty (60) or less months of service.
- (b) Additional benefits will be paid on the basis of one (1) month for each two (2) months of continuous service beyond the sixty (60) months' service with the member pulp and paper company up to the date of onset of disability.
- (c) For new claims that commence after September 1, 1988, benefits will be paid to age sixty (60) as a minimum if the employee does not have sufficient service to carry him further under (b) above. At the point when he runs out of L.T.D. benefit, he will retire.
- (d) Benefit payment will not be paid beyond age sixty-five (65) and in all cases, will cease on recovery.

v) Definition of Total Disability

- (a) The disabled employee's inability to perform the duties of his own occupation for the first eighteen (18) months of L.T.D. disability payments and thereafter his inability to perform the duties of any occupation for which he is qualified by education, training or experience.
- (b) During a period of disability the disabled employee must be under the regular care and attention of a medical doctor, or in cases of disability arising from a mental or nervous condition, a psychiatrist.

vi) Integration with other Disability Income

- (a) Effective date of ratification, the benefit from this Plan combined with all other disability income to which the disabled employee is entitled will not exceed eighty percent (80%) of the employee's basic wage at date of disability.

All other disability income will include: C.P.P./Q.P.P. primary disability pension benefits, Workers' Compensation, disability income from a group or association plan, disability income arising out of any law or legislation, and wage continuation or pension plan of any employer including the Pulp and Paper Industry Pension Plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this Plan.

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

vii) Rehabilitative Employment

- (a) During a period of total disability under this Plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this Plan will be reduced by fifty percent (50%) of the employee's rehabilitative employment income that exceeds fifty dollars (\$50.00) per month. The benefit from this Plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D.

plan exceeds seventy-five percent (75%) of the employee's basic wage at date of disability.

(b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and his doctor in consultation with the underwriter of the L.T.D. plan.

(c) Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed seventy-five percent (75%) of his straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

viii) Exclusions

Disabilities resulting from the following are not covered:

(a) War, insurrection, rebellion or service in the armed forces of any country.

(b) Participation in a riot or civil commotion.

(c) Intentionally self-inflicted injuries.

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

ix) Pre-existing Conditions

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

x) Successive Disabilities

A subsequent disability that is related to a previous disability and occurs within six (6) months of an employee's return to work will be considered a continuation of the previous L.T.D. disability and the employee will not be eligible for W.I. benefits. The employee under these circumstances will be eligible to receive benefits without the necessity of completing another elimination period.

xi) Termination

Coverage will cease:

- (a) On termination of employment.
- (b) On a date fifty-two (52) weeks prior to an employee's 65th birth date.
- (c) On the date leave of absence commences except as provided for in the Labour Agreement.
- (d) On the date an employee is laid off except when an employee has requested continuation of coverage in accordance with Section 6 of Article XXI of the B.C. Standard Labour Agreement, in which case coverage under this plan will continue only for the periods specified in the aforementioned Sections of the Agreements. In the event an employee becomes totally disabled while covered by this plan under this provision, the elimination period will commence on the date such an employee is scheduled to return to active full-time employment.

Employees who have sufficient seniority and who request continuation of coverage under this plan during a period of layoff will be required to pay their portion of the plan premium.

xii) Contributions

- (a) Cost to be shared seventy percent (70%) by employer and thirty percent (30%) by employees.
- (b) Contributions are to be waived when an employee is in receipt of L.T.D. payments.

xiii) Conditions for Implementing the Plan

- (a) The Long Term Disability Plan is payment in kind of the employee's share of the reduction in the Employment Insurance Premium resulting from the qualification of the Weekly Indemnity Plan under the Employment Insurance Regulations. The full E.I. premium reduction including the employee 5/12 share will be retained by the employer.
- (b) When an employee becomes totally disabled under this plan they shall have the option of taking all outstanding earned time off with pay, such as vacations, supplementary vacations, statutory holidays, and banked overtime.

Upon commencement of L.T.D. benefits all terms and conditions of the Labour Agreement will become inoperative except where provided for in section xiii), (c), (2), (3) and (4) of this Plan Summary.

- (c) The following will also pertain:

- (1) Negotiated wage increases or subsequent increases in plan benefits will not affect employees on L.T.D. benefit.
- (2) Employees in receipt of L.T.D. benefits from this plan will continue to accrue credit under the Pulp and Paper Industry Pension Plan provided such employees are not in receipt of a disability pension under the Pulp and Paper Industry Pension Plan.
- (3) Employees in receipt of disability payments from this plan will continue to be covered under his employer's medical, extended health and dental plans. Coverage under the employer's group life and A.D. & D. plans will also continue in accordance with the conditions of those plans.

For employees who commence receipt of disability benefits under the L.T.D. Plan, the premium waiver provisions for Group Life will end at the earlier of retirement or termination of L.T.D. disability benefits.

- (4) An employee returning to work from an L.T.D. claim will return to a job that his seniority, qualifications and ability to perform the work properly entitle him to.

(5) Active claims as referred to in section 12 of Exhibit "C" of the Labour Agreement between Crown Packaging, and the Communications, Energy and Paperworkers Union of Canada, Local 433, will be defined as that period of time during which an employee is in receipt of W.I. payments only.

8. Dental Plan

a. Benefits

i) Diagnostic Services

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:

Oral examinations

Consultations

X-rays (complete mouth x-rays will be covered only once in a three (3) year period.)

ii) Preventative Services

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

Cleaning and scaling

Topical application of fluoride

Space maintainers

iii) Surgical Services

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

iv) Restorative Services

All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing gold restorations.

v) Prosthetic Repairs

All necessary procedures required to repair or reline fixed or removable appliances.

vi) Endodontics

All necessary procedures required for pulpal therapy and root canal filling.

vii) Periodontics

All necessary procedures for the treatment of tissues supporting the teeth.

viii) Prosthetic Appliances and Crown and Bridge Procedures

(a) Crowns and bridges.

(b) Partial and/or complete dentures, but not more than once in five (5) years.

ix) Orthodontics

The services of a certified orthodontist registered as such by the College of Dental Surgeons of British Columbia only after the patient has been covered continuously for twelve (12) months. Appliances lost, broken or stolen will not be replaced.

These services are available for the employee, the employee's spouse and dependent children. However, dependent children will be covered to their 19th birthday only.

Effective on the date of ratification the lifetime maximum benefit is \$4000.00 per person for all services provided by an Orthodontist.

b. Co-Insurance

i) With respect to benefits i) to vii), the plan will provide reimbursement of ninety percent (90%) of eligible expenses effective July 1, 2000.

Benefits viii) and ix) will be subject to fifty percent (50%) co-insurance.



ii) The insurance carrier will make payment on behalf of the employee to the dentist rendering services, or at the dentist's option make payment to the member for covered dental services in accordance with the terms of the dental plan.

EXHIBIT "E" - STEAM PLANT VOCATIONAL LEAVE

Steam Plant Vocational Training will only be provided to employees filling posted positions within the Steam Plant and/or relief into the Steam Plant. The Company will not be required to train beyond its requirements.

1. Fourth Class Certificate

Upon successful completion of the Department of Education Correspondence course for a FOURTH CLASS STATIONARY STEAM ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted three (3) weeks' leave of absence with pay to attend the Vancouver Vocational School to complete the course and write the examination for the Fourth Class Stationary Steam Engineering Certificate.

During his first week at the school the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if evaluation is favourable he will continue his studies at the school during the two (2) weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and he will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted three (3) weeks' leave of absence, two (2) weeks with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Fourth Class Certificate examination.

2. Third Class Certificate

Upon successful completion of the Department of Education Correspondence course for a THIRD CLASS STATIONARY STEAM ENGINEERING CERTIFICATE, or possessing equivalent qualifications acceptable to the Vocational School authorities, employees shall be granted five (5) weeks' leave of absence with pay to attend the Vancouver Vocational School to complete the course and write the examinations for the Third Class Stationary Steam Engineering Certificate.

During his first week at the school the employee will be evaluated by the school authorities to determine his knowledge of the subject, and if the evaluation is favourable he will continue his studies at the school during the following four (4) weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will

indicate to the employee those areas where further study is needed and he will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks' leave of absence, four (4) with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Third Class Certificate examination.

3. Basis of Pay

One (1) week's pay shall be equal to forty (40) hours at the straight time hourly rate of the employee's regular job.

4. Additional Leave

Leaves of absence with pay will be granted to Steam Plant personnel on the basis as set forth in 1., 2. and 3. above. Any further vocational training required to pass each respective certificate shall be at the employee's expense and such additional leave of absence will be granted.

5. Books

The Company will bear one hundred percent (100%) of the cost of the textbooks laid down by the Vocational Training School as a requirement for those writing for Stationary Engineering Certificates. The books will be retained by the employee as his personal property.

6. Examination and Tuition Fees

The Company will bear the cost of the prescribed examination and tuition fees, if any, required of candidates writing for Stationary Engineering Certificates.

7. Transportation Allowance

The Company will grant transportation allowance to Steam Plant personnel attending Vocational School on the same basis that transportation allowance is being granted at the time by the Apprenticeship Branch to apprentices attending an approved vocational school.

8. Timing of Leave

Leaves of absence will be granted at a time suitable to the Company, bearing in mind the vocational school curriculum.

9. Number on Leave

Normally it will not be possible to grant leave of absence to more than one Steam Plant employee at a time. However, if relief is available this limit may, at the discretion of the Company, be exceeded.

10. Government Allowances

If at any time provision is made whereby transportation and/or other allowances are granted by the government to Steam Plant personnel attending an approved vocational school to write for Stationary Engineering Certificates, the provisions set forth above will then be amended to take into account such government allowances.

11. Living Out Allowance

While an employee is attending vocational school on the basis set forth in 1., 2. and 3. above, his employer will pay him a living out allowance which, combined with any government living out allowance to which he may be entitled, is equal to the living out allowance he would receive from the appropriate government authorities as an apprentice, pursuant to section 14 of Exhibit "B."

EXHIBIT "F" - DEFERRED OVERTIME PLAN


The purpose of the Deferred Overtime Plan is to enable employees to elect to receive additional compensating time off from work with pay in lieu of the additional one-half time rate payment for work performed at the rate of time and one-half or full-time rate payment for work performed at the rate of double time as provided in Section 26.

1. An employee who elects to participate in the plan shall notify the Human Resources department and sign a form authorizing his participation in the plan.

The authorization shall be revocable at any time but once the employee withdraws from the plan he would not be eligible to rejoin the plan until the following September 1st.

An employee who withdraws from the plan shall receive normal overtime payment from date of withdrawal. Hours accumulated shall be taken in accordance with subsections 4. and 5.

2. Employees may bank overtime on any one of the following bases:
 - a. bank the premium time for each overtime hour worked; or,
 - b. bank the straight time for each overtime hour worked; or,
 - c. bank both the premium and straight time for each overtime hour worked.
3. Deferred overtime hours shall be accumulated for each twelve (12) month period commencing September 1st.
4. Accumulated time off must be taken in multiples of one (1) hour.
5. Compensating time off not taken or arranged for by March 1st shall be paid out by the Company.
 - a. The granting of compensating time off shall be subject to the staffing requirements as determined by the Company and at such time as quality and quantity of production will not be impaired.
 - b. Allocation of regular vacation will receive priority.
 - c. The employee shall request compensating time off at least ten (10) days in advance of the week in which the compensating time off is desired.

- 
6. Calculation of payment for compensating time off:
 - a. Total earnings, including overtime pay, will be calculated for each participant each pay period.
 - b. Deductions from these earnings will not include income tax for the deferred overtime earnings.
 - c. The amount of deferred overtime pay will be deducted from the gross earnings and credited to the employee in the same manner as a Canada Savings Bond payment. Calculation of the amount will be as follows:
 - i) For time and one-half overtime, an amount equal to one-third of the time and one-half overtime earnings.
 - ii) For double time, an amount equal to one-half of the double time overtime earnings.
 7. If requested, an employee shall receive his deferred overtime payment immediately prior to taking the compensating time off. Income tax on the deferred overtime will be deducted at the time of the payment.
 8. From February 1st to February 15th, and again from August 15th to September 1st, of each year, the employees shall have the option of requesting a cash payout for all or part of the hours banked in excess of forty (40) hours. Employees requiring information on Pension Adjustments should contact the Payroll Administrator during this time. Payout will be made within seven (7) days of either February 15th and/or September 1st.

STATEMENTS OF POLICY

1. Overtime

The employee has the right to voluntarily agree to work or to refuse to work overtime. If the employee agrees to work he will be expected to report for work for those hours agreed to.

As a general principle, the Company will, whenever practical, avoid requesting employees to work in excess of twelve (12) hours in any one (1) day.

2. Metric Tools

It is agreed that journeymen and apprentices who purchase metric tools under Metric Commission Canada's Assistance Program - Workers Metric Tools, will be reimbursed twenty-five percent (25%) of the net total amount paid for the tools.

It is understood that this agreement will only cover specific metric tools which duplicate non-metric tools which the employee requires in the performance of his job.

3. Coverall Practice

An employee permanently and continuously on one (1) of the jobs designated below may obtain coveralls from the mill store. He must sign a form agreeing to return the coveralls or be charged for them when he terminates.

Employees entitled to coveralls may obtain a pair of clean coveralls each week according to their size and with their payroll number stamped on them, on surrender of the dirty pair.

Coverall are not issued ordinarily to persons not on a "coverall" job.

If coveralls are required for a temporary job, the supervisor will arrange for their issue - the employee is responsible for their return.

TECHNICAL

Adhesive Makers
Quality Inspectors

MAINTENANCE

All Mechanics and Electricians
Steam Plant Engineers

ART & DIE

Plate Layer

BOX PLANT

Waste Controller

Beer Line Operator

Corrugator - Doublebacker

Corrugator - Operator

Corrugator - Roll Tender

Flexo-Die Cutter - Assistant Operator

Flexo-Die Cutter - Operator

Flexo-Folder Gluer - Assistant Operator

Flexo-Folder Gluer - Operator

INDUSTRIAL PRODUCTS

Cleanup

Gummer - Helper

Gummer - Operator

Pressman

Winderman

MISCELLANEOUS

Supervisor to sign out as required

4. Variances in "Hours of Work"

Industrial Products Department

630 Gummer - Operator
& Helper (Friday only)

- 5:00 a.m. to 1:00 p.m.

Transportation Department

Checker Driver
(Up to 2 Checker Drivers to be
scheduled on a rotational basis
in either #1 or #2 Warehouse.)

- 6:00 a.m. to 2:30 p.m.

Letter of Understanding #2 - Temporary Tradespeople

For the term of the agreement, it is recognized that the Company may need to hire temporary tradespeople from time to time to supplement the regular maintenance work force during project work.

It is understood that temporary tradespeople can perform any work assignment that would normally be performed by his designated trade; however, they will not be assigned to shift rotation. It is also understood that such hiring will not result in any reduction in the number of permanent tradespeople now employed in each trade.

Temporary tradespeople that are hired under this Letter of Understanding are subject to the following provisions:

1. In no event shall temporary tradespeople acquire plant seniority.
2. Temporary tradespeople may be hired for a period not to exceed six (6) accumulative months. Accumulative months shall mean time actually worked by the individual employee. Extensions may be granted by mutual consent of the joint Standing Committees.
3. Temporary tradespeople will be hired for a designated job or time but are subject to all other provisions of the Labour Agreement except Section 19, and Exhibit "F." Temporary tradespeople will be paid vacation pay upon termination. The Standing Committee shall be informed in each instance when the Company intends to hire a temporary tradesperson.
4. An opening in the permanent work force in the maintenance department will be filled according to the provisions of Exhibit "B" in the Labour Agreement.

When the Company is considering hiring a journeyman tradesperson, the matter will be discussed with the Union Standing Committee and their recommendations will be considered. Preference will be given to a temporary tradesperson, provided he has the skills and education required for the position. It is understood that the qualifications for the position may warrant the hiring of a journeyman from outside the plant. The final determination shall be made by the Company.

In the event a temporary tradesperson is hired to fill an opening in the permanent work force, he shall establish plant seniority from that date.

5. Any overtime in the maintenance department shall be offered first to the permanent tradesperson.

NOTE: 1. Definition of Project Work

Project work is non-routine work such as a capital installation, a major overhaul where the equipment is needed back in service as soon as possible, and equipment removal and/or relocation of a major nature. Basically we are referring to situations where there are time restraints which warrant increasing the manpower on a short-term basis.

"M.E. Lutzer"

"J.P. Hodgkins"

"D.M. Ainsley"

"L.A. Davis"

"D.K. Gee"

"M.J. Genn"

"J.D. Britton"

"G.R. Campbell"

"W.E. Anderson"

"B.A. Cosens"

"K.W. Ackermann"

"D.J. Liddle"

CROWN PACKAGING
South Foot of Garden City Road
Richmond, B.C.

LOCAL 433
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION

July 27, 1995

Dated

Letter of Understanding #3 - Service Departments Vacation Scheduling

Employees in the lab and adhesive deck will be canvassed as a pool for vacation scheduling purposes.

Each employee in the pool will be limited to two (2) weeks' vacation during the preferred vacation period. Additional vacation may be granted subject to relief being available. Employees in the pool will take precedence over their designated relief in the selection of their first two (2) weeks of vacation.

One (1) or more persons may be granted the same two (2) weeks during the preferred period if their relief come from different areas.

If more than one (1) designated relief comes from the same area, the granting of the vacation will be restricted to the senior person on the basis of their pool (plant) seniority.

"M.E. Lutzer"
"D.A. Miller"
"J.P. Marshall"

"D. Atkinson"
"D. Liddle"
"B. Cosens"
"T. Wideski"
"W. Anderson"

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Richmond, B.C.

LOCAL 433
COMMUNICATIONS, ENERGY
AND
PAPERWORKERS UNION

"G. Diekman"

NATIONAL REPRESENTATIVE
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION

January 8, 1993
Dated

Letter of Understanding #8 – Harassment

1. Policy Statement

The Company and the Union are committed to a workplace environment where individuals are treated with respect and dignity.

2. Definitions

Harassment includes all conduct and comment that is prohibited by the Human Rights Code, including but not limited to conduct or comment that is based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation and/or criminal or summary conviction unrelated to the employment or intended employment, and which is unwelcome or is of such a nature that it would be reasonable to assume that it is unwelcome.

Without limiting the generality of the foregoing, harassment will include, but is not limited to:

- a. use of insulting or derogatory language;
- b. unwelcome physical contact, such as touching or petting;
- c. offensive remarks, jokes or innuendo;
- d. display of pornographic, racist or other offensive or derogatory material;
- e. threats, demands or suggestions that an employee's work status is or would be affected by that employee's response to or acquiescence in respect of any behaviour covered by this policy;
- f. any behaviour that endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of an employee.

Any employee who is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment.

3. Relationship to Grievance Procedure

Harassment complaints must be processed through the harassment policy. Any employee who is disciplined as a result of this policy will have the right to institute a grievance after all avenues through the harassment procedure are exhausted.

Note – this does not preclude an employee's ability to file a Human Rights complaint.

If a grievance is to be submitted, it will proceed directly to the Joint Standing Committee.

Any notes, documents, reports, discussions, or information arising from a harassment investigation will be shared between the parties when a grievance is submitted. This information will be held in strict confidence between the parties except as required by the grievance procedure, should an employee elect the grievance option.

4. Communications

The Company will communicate this policy to all employees. The Company will also provide appropriate education and training for supervisors, managers, and Complaint Officers in dealing with and understanding issues of harassment.

COMPLAINT INVESTIGATION AND RESOLUTION PROCEDURE

5. Complaint Officers

- a. The Company will designate four (4) non-bargaining unit employees who will be the Complaint Officers for the purpose of investigating allegations of harassment. The Complaint officers will be chosen in consultation with the Union and will include both male and female contacts. The list of Complaint Officers will be reviewed and published annually (see Schedule A attached). The list of Complaint Officers may be changed by the Company through consultation with the Union.
- b. Complaint Officer(s) will have full authority to investigate the merits of the complaint and, while respecting the principles of confidentiality and fairness for both the complainant and respondent, conduct as quick and thorough an investigation as possible.

6. Procedure

- a. A harassed employee should clearly communicate to the harasser that the offending behaviour is objectionable and unwelcome. The harasser should be asked to stop. The harassed employee should remind the harasser that the behaviour is contrary to policy. The harassed employee should keep a written record of all relevant facts (e.g., - dates, times, witnesses, nature of the offending behaviour, how the harassed employee responded to the offending behaviour, etc.).

This is often the simplest and most effective way to put an end to

harassment and employees are encouraged to take this action. However, employees are not obliged to confront the harasser and if a person experiencing harassment is unwilling or unable to do so, or if the misconduct continues after confrontation, the affected employee should report the offensive behaviour as outlined below.

- b. A person experiencing harassment may meet with a Complaint Officer to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint.
- c. All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve.
- d. In all circumstances, an individual who is accused of harassment will be informed of the allegations made against them and all the particulars supporting the allegations, and will also be provided with the opportunity to fully respond to the allegations and have their responses properly considered.

The complainant will be provided with the particulars of the respondent's defence and will have a chance to reply.

7. Investigation and Resolution

- a. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a signed, written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.
- b. A complainant may terminate this process at any time by withdrawing the complaint. However, the Company may conduct an investigation independent of this process if warranted.
- c. Once an incident is reported, the Complaint Officer will conduct a swift and thorough investigation and will attempt to mediate a resolution to the complaint. The investigation will be conducted on a confidential basis in that only those persons who, in the opinion of the Complaint Officer need to know about the complaint for the purpose of conducting an investigation, will be advised. Any employee contacted during the course of an investigation will keep the matter confidential. The complainant's identity will be made known to the respondent.
- d. If the matter remains unresolved the Complaint Officer will submit a

written report to the most senior Company Human Resources Executive or designate outlining the facts, issues, and credibility. The most senior Company Human Resources Executive or designate will meet with the Complaint Officer to discuss recommendations.

- e. The most senior Company Human Resources Executive or designate will then decide the issue and forward the decision, in writing, to the complainant and respondent. The decision will be implemented immediately unless a further appeal ensues.
- f. If a significant period of time has elapsed between the occurrence and the reporting of an incident, the Complaint Officer may, after investigation, decide that such incident is not resolvable due to the time delay. Such a decision will be made known to the complainant and respondent and a written report will be submitted to the most senior Company Human Resources Executive or designate. The most senior Company Human Resources Executive or designate will then review the case and will issue a written decision to the complainant and respondent. This will put an end to the matter unless a further appeal ensues.

8. Appeal Procedure

The complainant or respondent may appeal any decision of the most senior Company Human Resources Executive or designate. Notice of intent to appeal must be made in writing to the most senior Company Human Resources Executive or designate within seven (7) days of receiving a decision.

Upon notice of intent to appeal, the complainant and respondent will attempt to agree on an outside Disputes Resolution Officer from the list provided in Schedule B. If no agreement is reached within seven (7) days from the date of the notice of intent to appeal, then the selection will be in rotation, starting with the first available on the list. On the second event where mutual agreement fails to select a Disputes Resolution Officer, the rotation will start at the person next in line, on a first available basis. This system of rotation will continue for all further cases where mutual agreement is not possible.

The appeal itself must be delivered, in writing, to the Disputes Resolution Officer no later than thirty (30) days following this person's selection. The appeal must include a brief statement of facts and list the issue or issues being appealed. A copy of the original complaint and the report being appealed must be included with the appeal. Any other information the person initiating the appeal feels is relevant or important should also be included.



The Disputes Resolution Officer will, as soon as possible following receipt of the written appeal, review all the facts. The Disputes Resolution Officer may, at their discretion, seek any additional pertinent information. They may interview the complainant, the respondent, and other employees, or make any other enquiries they deem appropriate.

The Disputes Resolution Officer will prepare and issue a written report, which will include a decision on the matter. Such decision will be final and will not be subject to further appeal. A copy of the report will be forwarded to the complainant, the respondent, and the most senior Company Human Resources Executive or designate.

If the Company, whether acting on recommendations or not, should issue discipline, then the recipient of the discipline has the right to institute a grievance as per section 3 – Relationship to Grievance Procedure.

9. Right to Representation

Both the complainant and respondent are entitled to have one (1) representative in any complaint that is forwarded to the Disputes Resolution Officer. If the complainant and respondent are both bargaining unit members, then their representatives must be members of the C.E.P.

If the respondent is a non-bargaining unit member and the complainant is a bargaining unit member, then the complainant's representative must be a member of the C.E.P.

Lawyers may not be used as representatives.

Representatives must adhere to strict rules of confidentiality and may not discuss the case with each other without the prior permission of the principals.

10. Disciplinary Responses

If harassment has been identified, any one (1) or more of the following responses may be deemed to be appropriate in the circumstance:

- a. require a verbal or written apology by the harasser.
- b. require individuals and/or work groups to go through an education process.
- c. require performance reviews focusing on behaviour and/or conduct.
- d. issue a written warning to the harasser.
- e. reassign (transfer) the harasser to another area.
- f. require the harasser to undergo mandatory counselling.

- g. issue discipline to the harasser, up to and including termination.
- h. any other response as deemed appropriate.

11. General

Harassment complaints are taken seriously and as such, abuse of this policy will not be tolerated. Frivolous complaints, vexatious complaints, and/or repeated, unfounded complaints by an individual will be subject to harassment proceedings or disciplinary action against the complainant, as per Section 15 of the Labour Agreement.

12. Extension of Agreement in Event of Non-Renewal

If this agreement should not be renewed in Collective Bargaining, then any complaints being processed through this procedure at that time will be allowed to continue until the process is exhausted.





SCHEDULE A

COMPLAINT OFFICERS

This selection of Complaint Officers will enable employees involved in a dispute to choose someone from within the Company to hear their complaint.

The Company will prepare a list of Complaint Officers in consultation with the Union. The list of Complaint Officers will be available from the Company's Human Resources Department and from the Union Plant Chairperson. The complainant may choose any one (1) of the Complaint Officers from the list. In the event that the Complaint Officer chooses to decline to hear the complaint, another Complaint Officer will be chosen by the complainant.

The list of Complaint Officers will only be changed in consultation with the Union.

SCHEDULE B

DISPUTES RESOLUTION OFFICERS

The following list of Disputes Resolution Officers has been agreed to between the Company and the Union. Any additions to or deletions from this list must be by mutual agreement.

The persons listed here have agreed to serve in the capacity of resolving disputes arising from the harassment policy.

The Company agrees to pay any costs involved for the Disputes Resolution Officers when resolving complaints.

The Disputes Resolution Officers are:

1. Judi Korbin
2. Wayne Moore
3. Irene Holden
4. Bob Pekeles

Approved and accepted this 24th day of June 1998 at Richmond, British Columbia.

"D.K. Gee"

"D.M. Ainsley"

"D.W. Konarski"

"G.W. Cowan"

"B.L. Tyler"

"B.A. Cosens"

"R.R. Peat"

"K.W. Ackermann"

"O.H. Wittenberg"

"G.R. Campbell"

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Richmond, B.C.

LOCAL 433
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION

Letter of Understanding #10 - Expedited Arbitration

1. a. The Company and the Union agree that it is desirable to resolve disputes as quickly, fairly, and economically as possible. Recognizing this, the parties have developed an Expedited Arbitration Procedure, which may be used as an alternative to the regular Arbitration Procedure.
 - b. Both parties must be in agreement before the Expedited Arbitration Procedure is used. Any type of case can go to Expedited Arbitration except discharges and policy grievances. The decision to use this procedure must be made within thirty (30) days of completion of Step Four of the Adjustment of Complaints.
 - c. Grievances going to Expedited Arbitration will be scheduled to be heard within thirty (30) calendar days unless otherwise agreed to between the parties.
 - d. The location of the hearing will be mutually agreed to.
2. a. Four (4) Arbitrators have been listed. They are:
 - i) Don Munroe
 - ii) Dave McPhillips
 - iii) Bob Diebolt
 - iv) Rod Germaine


Should one (1) of the listed Arbitrators become permanently unavailable for any reason, or should the parties mutually agree to remove an individual from the list, a new Arbitrator will be chosen by mutual agreement.

- b. Arbitrators will be called for hearings in sequential order from the first name on the list. If an Arbitrator is not available for a hearing within thirty (30) days of being contacted, the next on the list will be called.
 - i) If none of the named Arbitrators can hear the matter within thirty (30) days, the Arbitrator who is available at the earliest time after the thirty (30) days will hear the case; or
 - ii) The parties can mutually agree to name another Arbitrator not on the list who can hear the case within the thirty (30) days.
3. Hearings will be conducted in accordance with the following:
 - a. Lawyers will not be used to represent either party. The Union may use its Business Agent and/or National Representative to present cases if it so chooses. Similarly, the Company may use the Human Resources Manager and/or designate.

- b. Hearings will be as informal as possible, in keeping with the serious nature of the subject matter.
 - c. If possible, an agreed to statement of facts will be submitted to the Arbitrator.
 - d. There will be limited use of authorities in presenting cases; and
 - e. the Arbitrator will have the obligation of ensuring that all necessary facts and considerations are brought before him or her by the representative of the parties. In all respects, the Arbitrator will ensure that the hearing is a fair one.
4. The Arbitrator will issue a decision no later than seventy-two (72) hours after conclusion of the hearing, excluding Saturdays, Sundays and Statutory Holidays. The decision will include brief written reasons for the decision.
 5. An individual hearing may deal with more than one (1) case, but no Arbitrator may be requested to hear more than two (2) cases in one (1) day, and will not be requested to sit for more than two (2) days at a time. The time limit for decisions in article 4. above will be extended to seventy-two (72) hours for each case presented. This provision does not, however, limit the number of grievances that the parties may have in the process at any one (1) time.
 6. If, while hearing a case, the Arbitrator feels that the issues are too complex or that the evidence is too lengthy for Expedited Arbitration, the Arbitrator may suspend the hearing. Upon this action by the Arbitrator, the Union or the Company may, if they so wish, take the case to regular Arbitration as provided for in the Labour Agreement. The parties will have thirty (30) days from the date the Arbitrator suspends the hearing to make this decision.
 7. All decisions of the Arbitrator are to be limited in application to the instant case only and are without prejudice. They will have no value as precedents.
 8. The parties hereto will jointly and equally bear the cost of the Arbitrator and meeting room.
 9. The Expedited Arbitrator will have the same powers and authority as a regular Arbitrator established under the provisions of the Labour Agreement.
 10. Neither party may appeal any decision made under Expedited Arbitration.

"M.E. Lutzer"

"G.R. Campbell"



"D.M. Ainsley"

"L.A. Davis"

"D.K. Gee"

"M.J. Genn"

"W.E. Anderson"

"B.A. Cosens"

"K.W. Ackermann"

"D.J. Liddle"

CROWN PACKAGING

South Foot of Garden City Road

Richmond, B.C.

LOCAL 433

COMMUNICATIONS, ENERGY

AND PAPERWORKERS UNION

July 27, 1995

Dated

**Letter of Understanding #11 - Weekend Three-day Maintenance Shift
Schedule Agreement**

Preamble:

The purpose of this agreement is to provide a permanent weekend maintenance shift that will allow the Company to more efficiently perform maintenance during periods when the plant is not operating.

Employee participation in this weekend schedule will be on a voluntary basis for all full-time maintenance employees on the payroll as at the date of ratification, which is July 22, 1995. These people are: B. Cosens, M. Nett, D. MacArthur, H. Jonasson, S. McCullagh, K. Fidrmus, W. Kinimont, R. Schuck, G. Baarschers, L. Carroll, D. Kilgour, G. Bianchini, G. Samuel, L. Nagyrac, J. Bell, J. Griffioen, G. Carter, W. Anderson, P. Kerry, L. Yong, M. Torrance, R. Beger and J. Langlands.

This schedule will be mandatory for all employees hired or transferred into the maintenance department after July 22, 1995 or any employees hired before July 22, 1995 who transfer into the maintenance department in the future.

The implementation of the compressed workweek will be on the condition that there shall be no additional cost to the Company, and the efficiency of the department will not decrease.

Should the three-day maintenance weekend schedule be cancelled by the Company then the maintenance schedule will revert to its original format including the September 28, 1994 grandfather Letter of Understanding.

1. Manning

In the event none or not enough of the existing maintenance employees volunteer to work the weekend schedule, the Company will hire new tradespeople to fill this schedule.

In the event the Company needs to hire new tradespeople to fill the weekend schedule, on a no precedent, non-prejudice basis, it is agreed that the Company will not be required to post for an electrical apprentice, and also that the Company will fill a posting for a millwright apprentice prior to any new millwrights being hired. However, training for this new apprentice will be delayed for six (6) months from the date the posting is filled.

It is understood the above agreement regarding apprentices is only for the implementation of this schedule.

2. Transfers Into or Out Of the Weekend Schedule

- a. All positions in the maintenance department will be posted annually for a two (2) year trial basis. These positions will be filled by canvassing the entire crew on a seniority basis. As per section 1. above, if no existing employees choose to fill the weekend positions, the Company will fill these positions by assigning employees hired after July 22, 1995.
- b. Any problems regarding transfers into or out of the weekend schedule that arise will be discussed and resolved at Standing Committee on the basis:
 - i) Seniority is recognized.
 - ii) The ability to efficiently man the schedule is recognized.
- c. If there are no unresolved problems as of December 1, 1997 the Company will agree to post annually as per agreement reached with this issue.
- d. Positions that will be posted will be:

Graveyard	2 Millwrights (permanent - not filled by rotation) 1 Electrician (filled by rotation from electrical department)
Afternoon	2 Millwrights (one position is filled by rotation from Grandfathered day shift crew and one position is a permanent afternoon shift) 1 Electrician (filled by rotation from electrical department)
*Day	6 Millwrights (including working Lead Hands) 4 Electricians

*When canvassing is completed, the junior grandfathered employees per the Letter of Understanding dated January 11, 1994 that have not chosen a position will be scheduled on day shift.

Weekend	6 Millwrights 2 Electricians
---------	---------------------------------

- i) These crew sizes may change at the Company's discretion; however, the Company will adhere to the conditions laid out in Letter of Understanding #9 dated December 12, 1995.
- ii) Working lead hand is a steady day shift position.
- iii) Working lead hand will be filled by seniority.

- iv) All grandfathered millwright employees as defined in the Letter of Understanding #9, revised December 12, 1995 will be scheduled on day shift with one (1) position rotating to afternoons.
- v) The electrical department will be scheduled as per Letter of Understanding #9 3. b.

3. Hours of Work

The established hours of work will be:

Schedule 1 - Friday to Sunday

Eight (8) hours on Friday with a half (1/2) hour unpaid lunch break and two (2) paid ten (10) minute rest periods.

Twelve (12) hours on Saturday and Sunday with a half (1/2) hour paid lunch break and two (2) fifteen (15) minute paid rest periods.

Hours of work for Friday will be:

Days	7:00 a.m. to 3:30 p.m.
------	------------------------

Saturday/Sunday
Day Shift Schedule

7:00 a.m.	Start
10:00 a.m. - 10:15 a.m.	Rest
1:00 p.m. - 1:30 p.m.	Lunch
4:30 p.m. - 4:45 p.m.	Rest
7:00 p.m.	Stop

Schedule 2 - Saturday to Monday

Twelve (12) hours on Saturday and Sunday with a half (1/2) hour paid lunch break and two (2) fifteen (15) minute paid rest periods.

Eight (8) hours on Monday with a half (1/2) hour unpaid lunch break and two (2) paid ten (10) minute rest periods.

Saturday/Sunday
Day Shift Schedule

7:00 a.m.	Start
10:00 a.m. - 10:15 a.m.	Rest
1:00 p.m. - 1:30 p.m.	Lunch
4:30 p.m. - 4:45 p.m.	Rest
7:00 p.m.	Stop



Hours of work for Monday will be:

Days 7:00 a.m. to 3:30 p.m.

No employee on the weekend maintenance shift schedule will be allowed to work more than sixteen (16) hours including meal and break times. There shall be at least eight (8) hours between scheduled work periods.

4. Hours of Pay

Employees working the weekend maintenance schedule will be paid as follows:

	<u>Hours Worked</u>	<u>Hours Paid</u> At straight time hourly rate	<u>Adjusted Rate</u> Hours paid per hours worked
Friday or Monday:	Work 8 hours =	Paid 8 hours	1.0
Saturday:	Work 12 hours =	Paid 14 hours	1.167
Sunday:	<u>Work 12 hours =</u>	<u>Paid 18 hours</u>	1.5
Total:	Work 32 hours =	Paid 40 hours	

Employees will be paid the adjusted rate for all hours worked on this schedule.

5. Shift Differential

Shift differential will be paid as per Section 28.

6. Overtime

Employees working on the weekend maintenance schedule shall be entitled to receive overtime pay at the employee's regular straight time hourly rate, not the adjusted rate, for time worked on the following basis:

- Time and one-half for the first four (4) hours worked in excess of eight (8) hours on Friday or Monday (depending on which schedule the employee is working), and double time thereafter.
- Time and one-half for the first four (4) hours worked in excess of twelve (12) hours on Saturday and Sunday, and double time thereafter.

- c. Double time for all work performed on holidays as specified in Section 7.
- d. Time and one-half for work in excess of thirty-two (32) hours per week.
- e. Time and one-half for the first twelve (12) hours and double time thereafter for work performed on designated days off.
- f. In payment of overtime on the basis provided above, the one (1) basis which results in payment of the largest amount of overtime shall be used.

7. Deferred Overtime

Only hours worked in excess of eight (8) hours on Friday or Monday and twelve (12) hours on Saturday and Sunday will be eligible for participation in the Deferred Overtime Plan as outlined in Exhibit "F."

8. Meal Allowance

Any employee required to work more than two (2) hours beyond his regular scheduled shift shall be provided with a meal. If he continues to work, a further meal shall be provided every four (4) hours thereafter.

9. Statutory Holidays

Employees will be paid eight (8) hours' pay for each statutory holiday irrespective of the day of the week on which it occurs. In the event that a statutory holiday falls on a Saturday or Sunday, the holiday will be observed on the following Monday as per Section 7.

10. Vacations With Pay

Under the regular job rate method, credit under this shift will be based on hours paid rather than hours worked.

An employee who is scheduled to work his shift in any week, who is on vacation, shall be treated as having taken (1) week's vacation entitlement. This should be noted as forty (40) hours on the vacation request sheet.

Daily vacation equivalent is:

Friday or Monday	=	eight (8) hours
Saturday	=	fourteen (14) hours
Sunday	=	eighteen (18) hours

Vacation should be noted as hours on the vacation request sheet.

11. Health and Welfare

A regular employee who is scheduled to work this shift shall continue to be classified as a regular full-time employee for health and welfare eligibility purposes.

The Weekly Indemnity three-day qualifying period shall be three (3) days* for the purpose of those workers on the three-day weekend maintenance schedule. The benefit will be 1/7 for each day* disabled. Day* is defined as follows:

Schedule 1 - Friday to Sunday

Monday + Tuesday	=	1 day
Wednesday + Thursday	=	1 day
Friday	=	1 day
Saturday	=	2 days
Sunday	=	2 days

Schedule 2 - Saturday to Monday

Monday	=	1 day
Tuesday + Wednesday	=	1 day
Thursday + Friday	=	1 day
Saturday	=	2 days
Sunday	=	2 days

12. Pension Plan

The Company contribution to the Pension Plan for any employee who works the established hours under this shift will be forty (40) hours.

The Company contribution to the Pension Plan for any employee who works in excess of the established hours under this shift will be one (1) hour for each hour worked or any part thereof.

Any employee who works less than the established hours under this shift will be credited on the basis of the adjusted rate for hours worked.

Any employee on Weekly Indemnity or WCB will receive pension credit for hours of work missed multiplied by the adjusted rate.

(Note: The above is subject to a ruling by the Trustees which will be received by April 8, 1996.)

In the event the employee does not work enough hours to receive service pension credit for a qualifying year due to working the three-day maintenance shift schedule, the Company agrees to provide the pension benefits lost as per the attached Letter of Agreement.

This coverage is only for employees working the three-day maintenance shift schedule.

13. Leave of Absence

- a. When a death occurs to a member of a worker's immediate family, as defined in Section 31, 2. – Bereavement Leave, the worker shall be granted an appropriate leave of absence, and he shall be compensated at his regular straight time hourly rate for the hours of pay lost from his regular schedule up to a maximum of twenty-four (24) hours.
- b. When a worker is required to report for Jury Duty, Coroners Inquest, or is required to appear as a Crown Witness, on a day on which he would normally have worked, he will be reimbursed by the Company for the difference between the pay received for Coroners Inquest, Jury or Witness Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

If any employee has served forty (40) hours on Jury Duty, Coroner's Inquest, or as Crown Witness, he will not be required to work on the weekend. However, if he has served a partial week, he will be required to work the weekend to make the required forty (40) hours.

Hours paid for Coroners Inquest, Jury Duty or Witness Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

14. Workers' Compensation Board and Employment Insurance Commission

The Company will notify the above bodies of the compressed workweek.

It is understood and agreed by both parties that concerns may arise while this schedule is in effect. Should this occur, the parties will meet at Standing Committee to discuss the concern and to reach a satisfactory resolve.

"M.E. Lutzer"

"J.P. Hodgkins"

"P.R. Withrow"

"M.M. Hulyd"

"B.L. Tyler"

"J.D. Britton"

"G.R. Campbell"

"W.E. Anderson"

"B.A. Cosens"

"D.J. Liddle"

CROWN PACKAGING

South Foot of Garden City Road
Richmond, B.C.

LOCAL 433

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION

February 21, 1996

Dated

Proposed crew size and schedule:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day	6(2)	9(5)	6(4)	6(4)	6(4)	9(5)	6(2)
Aft	-	2(1)	2(1)	2(1)	2(1)	2(1)	-
Gyd	-	2(1)	2(1)	2(1)	2(1)	2(1)	-

Note: () denotes Electrician



Letter of Understanding #13 – Transshipping Warehouse

Should the Company re-establish long-term business for the Transshipping Warehouse that results in full-time positions being available, employees who were backed out of their jobs because of the loss of the Fletcher Challenge business will have first right of refusal, in the order of their previous department seniority, to go back into the Transportation/Distribution Department on a onetime basis.

This will apply to those employees listed in this Memorandum of Agreement.

See list as follows:

TRANSSHIPPING WAREHOUSE

List of Employees

Re: Letter of Understanding #13
May 1999

1. R. Torgerson
2. B. Vibert
3. P. McClement
4. C. Araki
5. R. Hametner
6. G. Bartussek
7. S. MacArthur
8. T. Mankin
9. P. Howard
10. J. Ivancic
11. M. McNaught
12. P. Beddoes
13. D. Campbell
14. P. Smith
15. J. MacGaul
16. B. Smith
17. R. Tait
18. P. Greggor
19. G. Wenborn
20. D. Latter

"M.E. Lutzer"

"G.W. Cowan"

"D.M. Ainsley"

"D.K. Gee"

"J.D. Britton"

"G.R. Campbell"

"R.R. Peat"

"D.L. Brown"

"D.W. Konarski"

"M.J. Genn"

"B.L. Tyler"

CROWN PACKAGING

South Foot of Garden City Road

Richmond, B.C.

"T. Chatzis"

"B.A. Cosens"

LOCAL 433

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION

June 30, 1999

Dated



Letter of Understanding #14 – Flexible Work Practices

1. Flexible work practices will improve productivity and product quality, reduce downtime and lower costs while ensuring that the work is completed according to plant and government safety rules and regulations. The introduction of flexible work practices is intended to preserve and enhance employment by ensuring the Company remains viable and profitable. The Company and the Union are committed to developing a relationship of trust and cooperation to meet the needs of both parties, in order to adapt to changing market conditions.

2. Process to Implement Flexibility:

The parties are committed to a consultative process that provides shared information, shared decision making and shared accountability between employees and management.

- The joint standing committee will be used to jointly discuss, develop and decide on implementation of flexibility.
 - As required, the National Representative and Human Resources Manager will be consulted to assist with any issues around the implementation of flexibility.
 - Decisions on training will be made on a consultative basis where both parties' ideas will be entertained.
 - All employees will be required to complete training programs as decided by the joint standing committee.
 - The parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the business.
3. Employees will participate in cooperative work practices, while still maintaining the primary responsibilities of their jobs.
4. The following payments will be made for flexible work practices:

- Maintenance employees \$0.95 per hour
- Operations employees \$0.40 per hour

To be implemented as follows:

- Upon ratification of the Labour Agreement, \$0.45 per hour for maintenance employees and \$0.20 per hour for operations employees.
- \$0.50 per hour for Maintenance employees and \$0.20 per hour for Operators will be paid effective July 1, 2000. Training will be provided between the date of ratification and July 1, 2000.

"M.E. Lutzer"

"G.W. Cowan"

"D.M. Ainsley"

"D.K. Gee"

"D.W. Konarski"

"M.J. Genn"

"B.L. Tyler"

"J.D. Britton"

"G.R. Campbell"

"R.R. Peat"

"D.L. Brown"

"T. Chatzis"

"B.A. Cosens"

CROWN PACKAGING

South Foot of Garden City Road

Richmond, B.C.

LOCAL 433

COMMUNICATIONS, ENERGY

AND PAPERWORKERS UNION

June 30, 1999

Dated

Letter of Understanding #16 – Project Work

For the term of this agreement, Project Work (for maintenance weekend overtime) is non-routine work such as a capital installation, equipment removal and/or relocation, and major overhauls when equipment is needed back in service as soon as possible.

For project work estimated to exceed twelve (12) hours on a weekend, the Monday-Friday crew will have first right of refusal for this work. For project work twelve (12) hours or less on a weekend, the compressed workweek crew will do the work.

When specialized work requires a manufacturer's representative, a minimum of fifty percent (50%) of the Monday-Friday crew will form the crew that does the job.

Repairs and modifications will be handled in a way that makes good business sense.

"M.E. Lutzer"

"G.W. Cowan"

"D.M. Ainsley"

"D.K. Gee"

"D.W. Konarski"

"M.J. Genn"

"B.L. Tyler"

"J.D. Britton"

"G.R. Campbell"

"R.R. Peat"

"D.L. Brown"

"T. Chatzis"

"B.A. Cosens"

CROWN PACKAGING
South Foot of Garden City Road
Richmond, B.C.

LOCAL 433
COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION

June 30, 1999

Dated

Letter of Understanding #17 – Scope of Agreement

The Company agrees, for the term of the agreement, in the event of a separation of businesses the master agreement shall be applied as a master agreement to each business except in respect to permanent vacancies and layoffs.

Further, in the event of a change in common employer status, employees directly impacted by a permanent layoff will be allowed to exercise their seniority rights to transfer between the different legal entities.

"M.E. Lutzer"

"G.W. Cowan"

"D.M. Ainsley"

"D.K. Gee"

"D.W. Konarski"

"M.J. Genn"

"B.L. Tyler"

"J.D. Britton"

"G.R. Campbell"

"R.R. Peat"

"D.L. Brown"

"T. Chatzis"

"B.A. Cosens"

CROWN PACKAGING

South Foot of Garden City Road

Richmond, B.C.


LOCAL 433

COMMUNICATIONS, ENERGY

AND PAPERWORKERS UNION

June 30, 1999

Dated



Letter of Understanding #18 - Overtime Policies

The purpose of this letter is to clarify Overtime canvassing in each department.

The following policies have been reviewed by Management and the Union.

At any time Management or the Union wish to make changes to the policy, both parties will meet and come to a mutual agreement.

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

GENERAL POLICIES

1. Only qualified people will be canvassed and we will not train people solely for the purpose of working overtime.
2. If a need for overtime should arise, the canvas will begin with the people available within the plant. We will not phone people at home unless we are unable to get the required people to fill the position. Person to person contact must be made. Messages will not be left.
3. For the purpose of weekend overtime, if a person has a shift (day) the following week or the entire following week booked off, this does not remove him from being canvassed so long as he meets Point #2.
4. For temporary absentee coverage or additional machine crewing, trained people will be promoted from within the shift and the bottom line will be filled with overtime coverage.

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

BOX PLANT OVERTIME POLICY

Overtime for Weekday Four Hours Early/Late

1. Employees wishing to work overtime outside their own area will be required to sign an OVERTIME LIST located in the Supervisor's office. This list will be dated weekly and must be signed by the employee by the end of the first scheduled shift worked each week.
2. Supervisors will canvass all full-time employees on shift, by seniority, in area (i.e. Press, Finishing, Corrugator and Process). Full-time employees are defined as employees who have completed their probationary period and have not been hired as a student.
3. If unable to fill the overtime requirements, the Supervisor will ask the full-time employees on the overtime list by seniority.
4. If still unable to fulfill the overtime requirements, the Supervisor will ask the probationary employees and then the students scheduled in the area by date of hire.
5. Waste Controllers – If there is not an available relief on shift, the posted controllers will be asked to stay or will be called in, if required.


Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

OVERTIME FOR THE WEEKEND

1. Employees wishing to work overtime outside their own area will be required to sign an OVERTIME LIST located in the Supervisor's office. This list will be dated weekly and must be signed by the employee by the end of the first scheduled shift worked each week.
2. Supervisors will canvass all full-time employees on shift, by seniority, in area (i.e. Press, Finishing, Corrugator and Process). Full-time employees are defined as employees who have completed their probationary period and have not been hired as a student.
3. If unable to fill the overtime requirements, the Supervisor will ask the full-time employees on the other shifts by area, by seniority. The shift rotation for overtime canvassing is graveyard, days, and then afternoons.
4. If unable to fill the overtime requirements, the Supervisor will ask the full-time employees on the overtime list by seniority, by shift.
5. If still unable to fulfill the overtime requirements, the Supervisor will ask the probationary employees and then the students scheduled in the area by date of hire, by shift.
6. Waste Controller – If the controller on shift does not wish to work the weekend overtime and all three shifts are running, the first relief will be asked to work, followed by the second relief. If the position still needs to be filled, the two remaining waste controllers will be asked to work 12 hours. If the plant is running less than three shifts, the controller on the canvassed shift will be asked before asking the remaining controllers and, finally, the relief, using Box Plant Overtime Policy, Overtime for the Weekend, paragraph 3 (shift rotation, overtime canvassing).



Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

BOX PLANT POLICY FOR TRADING SHIFTS

1. People trading shifts must be within the same seniority level and in the same area. All trades must be approved by the Supervisor.
2. The employees trading shifts assume each other's identity in all ways with the exception of sign offs, if any.
3. The employee who has traded shifts loses all claim to any weekend overtime that may occur on his/her scheduled shift.

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

TRANSPORTATION DEPARTMENT OVERTIME POLICY

1. All required overtime work will be canvassed by shift (as posted on the weekly shift schedule) and area seniority. The areas will be No. 1 Warehouse and No. 2 Warehouse.
2. Any shift trades will result in the trading of that person's seniority – the person you trade with assumes your seniority and you theirs.
3. Only qualified people will be canvassed for the required overtime.
4. Only after all qualified personnel on the shift have been asked and not all the required overtime is filled, will the following shift be canvassed. The sequence will be DAYS/AFTERNOONS/GRAVEYARD.
5. The pallet area will fall under the No. 2 Warehouse area.

Effective May 12, 2000

Revised:

Presented at Negotiations April 4, 2003

INDUSTRIAL PRODUCTS OVERTIME POLICY

SHIFT TRADES

1. Shift trades will result in the trading of seniority. This means the person you traded with assumes your seniority and you assume theirs.
2. If you trade shifts anytime during the week, the same rules apply.
3. All trades must be approved by the Supervisor prior to the start of the week.

OVERTIME CANVASSING

1. Person scheduled on the job on the shift involved as per the weekly shift schedule.
2. By seniority on the shift involved (provided they are trained to do the job).
3. By seniority in the area (provided they are trained to do the job).

Effective May 12, 2000
Revised:
Presented at Negotiations April 4, 2003

MAINTENANCE DEPARTMENT OVERTIME POLICY

1. When overtime is required during regular scheduled shifts, the entire crew working that shift will be canvassed by seniority. Consideration will be given to employees working on the job requiring overtime.
2. When overtime is required in excess of the normal work week:
 - a. The crew will be canvassed on a rotational basis to fill weekend overtime.

Note:

1. Maximum hours worked per employee in a 24-hour period shall not exceed twelve (12) hours.

Effective May 12, 2000

Revised:

Presented at Negotiations April 4, 2003

ART & DIE SHIFT TRADES AND OVERTIME POLICIES

SHIFT TRADES

1. Employees are able to trade shifts, be it for a week or a day, as long as they are fully trained to do the scheduled jobs.

OVERTIME CANVASSING

1. Overtime is canvassed based on job function and category seniority. The senior employee is canvassed first, then down by seniority. Job categories are as follows: Plate Laying and Make Ready.
2. In each category, the employee doing the job is canvassed first then, if required, the most senior qualified person is canvassed. For example, for Plate Laying, the scheduled Plate Layer is canvassed first. If they cannot stay, then the other qualified people are canvassed, starting with the most senior.

Letter of Understanding #20 - Press and Finishing Areas - Lines of Progression

To improve safety, quality and productivity, the crews in the Press and Finishing Areas will remain on the same machines except for vacancies as described below. It is agreed to change the rates on 477, 478 and 479 Rotary Die Cutters to the same rate as 480 Rotary Die Cutter effective upon ratification. The Finishing Area line of progression has been adjusted so that all machines are at the same rate.

Vacancies Due to Absences

1. Vacancies for one (1) to four (4) days:

Operators

- will be covered by the most senior qualified assistant operator on shift.

Assistant Operators

- will be covered by moving up the next senior person on shift not in an assistant position.

2. Vacancies for up to four (4) weeks excluding vacation, supplementary vacation, deferred overtime and leaves of absence:

Operators

- will be filled by the most senior qualified assistant operator.

Assistant Operators

- will be covered by moving up the next senior person not in an assistant position.

3. Permanent vacancies:

In the event of a permanent vacancy (includes removal of machines), the next most senior person will move up to the vacant position. The existing machine lines of progression will be honoured for permanent vacancies. The existing line of progression from lowest to highest is 477, 478, 479 and 480 for the Press Area and 488, 475, 473, 471 and 479 as it is a shared machine between Press and Finishing.

Job Rates

The rate for operator and assistant operator will be determined by using the highest rate for any of the four machines (477, 478, 479 and 480).

Letter of Understanding #23 – Compressed Work Week

The Company requires the ability to schedule in accordance with customer demand. This will be achieved by moving the plant to a 6 day work week. On this schedule, the regular work week becomes Monday through Saturday. Employees will work 3 x 12 hour shifts per week on a rotating basis.

This schedule would apply to the entire plant with a few exceptions. These excluded positions will operate on a 5 x 8 schedule but could change to a 3 x 12 schedule at Management's discretion with two weeks notice in or out of the schedule. When the Company implements the compressed work week schedule for the first time, the Company will provide at least 30 calendar days' notice to the employees.

Excluded Positions:

- Art & Die
- Lab
- Electrical Lead Hand
- Millwright Lead Hand
- Maintenance Apprentice
- Oiler
- RBD roll receiver
- Bundler (general)
- Singleface crew
- Other operating department lead hands

Note: Management will retain the right to schedule on the normal 5 x 8 schedule when it deems necessary, so long as they provide employees with two weeks notice in and out of the different schedules.

The 6 day schedule based on 3 x 12s looks like:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1						
7pm-7am	A	A	A	C	C	C
7am-7pm	B	B	B	D	D	D
Week 2						
7pm-7am	A	A	A	C	C	C
7am-7pm	B	B	B	D	D	D
Week 3						
7pm-7am	B	B	B	D	D	D
7am-7pm	A	A	A	C	C	C
Week 4						
7pm-7am	B	B	B	D	D	D
7am-7pm	A	A	A	C	C	C



Manning

There will be 4 crews: A, B, C and D. Employees will be allocated between the crews by the Company so that there will be a reasonable division on the basis of line of progression seniority between the various crews. Before making a decision about allocation of employees between the crews, the Company will engage in good faith consultation with the union standing committee.

Absenteeism

In the event of an employee being unable to attend their scheduled shift, the Company will canvass the corresponding off shift for overtime to cover (i.e. absence on Mon-Wed day shift, canvass Thurs-Sat day shift).

In the event an employee does not report for work, their mate will notify their supervisor and remain at his/her post until relief is secured up to a maximum of four (4) additional hours.

Relief

In the event of absences due to vacation, illness, injury, etc., relief will be provided as per the current 5 x 8 schedule by moving the crew up and filling in the bottom position with trained personnel according to seniority.

If relief is not available at straight time as described above, employees on the off shift will be canvassed for overtime.

Employees who are moved during a week from a 12 hour shift to an 8 hour shift, or from an 8 hour shift to a 12 hour shift:

- will receive overtime in accordance with the overtime provisions in this Letter of Understanding.
- will be made whole; i.e. the employee will be paid at least 40 hours regular pay for that week, even if the employee works less than 40 hours in the week.

Permanent Vacancies

Permanent vacancies occur when employees leave the 3 day schedule permanently (i.e. terminated, retired)

Relief will be provided by moving up the next most senior qualified person working the 12 hour schedule into that position. The crews will be realigned by seniority and the vacancy created by moving the crew up will be filled by a junior trained, qualified person. Any such realignment will be made at the beginning of the work week.

There will be no penalties paid when realigning the crew (eg. call time, overtime, etc).

Shift trades will be permitted in accordance with the Box Plant Policy for Trading Shifts [presently at page 155 of the collective agreement.]

Holidays

For the purposes of the 6 day work week, a statutory holiday begins at 7pm of the day preceding the statutory holiday and ends at 7pm the day of the statutory holiday.

When a stat holiday falls on an employee's scheduled work day, the employee will receive twelve hours' pay at his accelerated rate. When a statutory holiday falls on an employee's scheduled day off, the employee will receive 8 hours' pay at his regular straight time rate.

Hours of Work

The established hours of work will be:

Day shift 7:00am to 7:00pm

Night shift 7:00pm to 7:00am

The areas currently on continuous run operations will remain on continuous run. All other areas will be on a run-through schedule. Run-through means that the machines will continue to run, as long as relief is available. If management chooses not to make relief available, machines will go down for breaks as indicated by management. Management has the right to decide which machines will be running and move the employee among machines as required; the employee will receive the rate of the job they are scheduled on except that if the employee is assigned to a lower rated job he will receive his regular rate for the balance of the shift.

There shall be 2 - 25 minute paid rest periods per 12 hour shift. Employees are not permitted to leave Company property during company-paid breaks. The first breaks in a 12 hour shift will be scheduled to start between 9:45 and 12:15, and the second breaks will be scheduled to start between 1:45 and 4:15. If an employee is required to remain at work after the end of the shift for more than one hour, the employee will be given a 20 minute rest period in the first hour of the additional time to be worked. If an employee is required to report for work more than one hour prior to the start of their shift, the employee will be given a 20 minute rest period in the last hour of the additional time to be worked.

Definitions

The work WEEK means a period of 7 calendar days beginning at 7:00pm Sunday

The word DAY means a period of 24 hours beginning at 7:00pm

Wages

Employees working 3 x12 will work 36 hours per week and be paid for 40 hours. This will be accomplished by paying an accelerated rate. The accelerated rate will be calculated by multiplying the hourly straight time rate by 1.1111.

All references to an hours' pay (example Sections 12 &13) refer to the regular straight time rate and not the accelerated rate.

Overtime

Employees working the 3x12 schedule shall be entitled to receive overtime pay at the employee's regular straight time hourly rate, not the accelerated rate, for time worked on the following basis:

- a) Time and one-half for the first four hours worked in excess of twelve hours.
- b) Double time for all hours worked on Sunday. Sunday is defined as 7pm Saturday to 7pm Sunday.
- c) Double time for all work performed on holidays as specified in Section 7.
- d) Time and one-half for all work performed in excess of 36 hours in a week.
- e) Time and one-half for the first 12 hours in a day and double time thereafter for work performed on a designated day off.

Vacation and Supplementary Vacation

For purposes of qualifying for vacation under this section, employees working this schedule will be given credit for straight time hours worked at an accelerated rate at 1.1111 hours per hour worked. Overtime hours will be on a straight time hour per hour worked basis.

One week of vacation or supplementary vacation is equivalent to three – 12 hour shifts. For purposes of administration, one week of vacation or supplementary vacation will be equivalent to forty hours.

Daily vacation equivalent will be 13.33 hours.

Deferred Overtime

Employees working this schedule who take deferred overtime as time off or as a payment will be credited with one hour of straight time pay for each hour taken out of the deferred overtime bank.

Meal Allowance

Any employee who works more than 2 hours beyond his regular scheduled shift of 12 hours will be provided with a meal allowance.

Any employee who reports for work more than 2 hours before the start of his scheduled shift and is expected to work more than 14 consecutive hours shall be provided with a meal allowance during the shift.

If the employee does not want to accept the meal allowance, the employee can order food for himself and \$12 will be added to his next

pay cheque.

Shift Differential

Shift differential will be paid at a blended rate based on Section 28 as follows:

Day shift = 0.66% on all hours worked 7am-7pm

Night shift = 2.83% on all hours worked 7pm-7am

Such differential shall be paid in addition to an employee's regular rate of compensation but it is not to be added to the wage rate for the purpose of calculating overtime.

An employee who works before or after his regular shift will be paid the shift differential rate that is applicable to those additional hours.

Pensions

Employees working this schedule will be credited for 1.1111 hours per straight time hour worked for purposes of pension credits.

Overtime hours worked will be credited at one hour per hour worked.

Bereavement Leave

All provisions of Section 31 apply except as follows: when a death occurs in a worker's immediate family, as defined in Section 31, subsection 2, the worker shall be granted an appropriate leave of absence and he shall be compensated at the accelerated rate for the hours of pay lost from his regular schedule up to a maximum of 24 hours straight time pay.

Jury Duty

Jury duty shall be paid as per Section 32 with the exception that employees shall be reimbursed for the difference between pay received in such duty and his accelerated straight time hourly rate of pay for his regularly scheduled hours of work necessarily lost.

Welfare Plan

A regular employee who is scheduled to work this schedule shall continue to be classified as a regular full-time employee for health and welfare eligibility purposes.

The Weekly Indemnity 3 day qualifying period shall be 2 - twelve hour shifts for the purpose of this schedule.

Weekly Indemnity benefits will continue to be calculated on the basis of seven (7) calendar days and that loss of income has occurred.

If problems arise in the implementation or operation of the compressed work week schedule, the parties agree that they will work together in good faith to attempt to resolve any such problems.



Letter of Understanding #24 – Voluntary Training Opportunities

Efficiency is critical to the success of the Richmond Plant. In order to ensure that all plant equipment is able to operate with properly trained employees and in order to deal with the issue of senior employees potentially being laid off while junior employees are working, the parties agree that training should be provided to senior employees from other lines of progression who may otherwise be laid off. Accordingly the parties agree as follows:

The Company agrees to the following to offset the Union's concern about senior people being laid off while junior people are working:

- a) Employees with high plant seniority and junior line of progression seniority will be given the opportunity to accept training in positions selected by the Company after consultation with the union standing committee. If those employees are unable to command a job in their line of progression when there is a curtailment in their line of progression, and no other work is available, they will be required to move to the position for which they have been trained under this Letter of Understanding.
- b) Employees who are offered training, but who decline the offer and are unable to command a job in their line of progression when there is a curtailment in their line of progression, will be laid off in accordance with Section 19.

Letter of Understanding #25 – Dependent Contractors

Local Freight

1. As a result of the addition of "dependent contractors who are engaged in trucking" to the bargaining unit, the company and the union are entering into this Letter of Understanding #25 to set out the terms and conditions of employment of the dependent contractors engaged in trucking.
2. The company and the union agreed that:
 - (a) the company has contracts with the following dependent contractors:
 - (i) 507800 BC Ltd. (which presently employs James Fateux)
 - (ii) Tundra Transport Ltd. (which presently employs Rob Hillenbrink)
 - (iii) Mangnus Trucking & Tiling (which presently employs Charles Mangnus)
 - (iv) 0935112 BC Ltd. (which presently employs Jas Maan)
 - (v) Snowbound Trucking Ltd. (which presently employs Hank Snowwhite)
 - (vi) Norik Enterprises Inc. (which presently employs Erik Nornberg)
 - (vii) Wildcat Transport Ltd. (which presently employs Hank Vos)
 - (b) Allan King and Sheldon Nornberg will be included in the bargaining unit if they acquire their own tractors and have a contract with the company to provide services in the same way as is presently the case for the dependent contractors listed in paragraph 2 (a), provided that this is done within 90 days of date of ratification of this agreement.
3. The company agrees that it does not intend to replace the contractors listed in paragraph 2 (a) with independent contractors.
4. The contractors listed in paragraph 2 (a) will not operate any more tractors for local delivery at the company than the number operated as of April 29, 2013.
5. The company agrees that the said dependent contractors will continue to be recognized as dependent contractors so long as they continue to satisfy the tests set out by the Labour Relations Board with respect to the requirements for dependent contractor status.
6. The union and the company agree that sections 1, 2, 3, 4, 5, 6, 16, 18, 20, 23, and LOU #8 of the collective agreement will apply.
7. The parties agree that the dependent contractors will:
 - (a) provide services to the company in accordance with the "Owner Operator Requirements" set out in this Letter of Understanding.
 - (b) be compensated for their services in accordance with the "Zone Rates" set out in this Letter Of Understanding.
 - (c) be subject to the "Program Details" set out in this Letter of Understanding.
8. The company agrees that if it increases the Zone Rates that it pays to independent contractors for local freight services in the same areas covered by the Zone Rates set out in this Letter of Understanding, the company will apply those same increases to the Zone Rates paid to the dependent contractors included in the bargaining unit.

9. In the event that the company reduces the Zone Rates that it pays to independent contractors for local freight services in the same areas covered by the Zone Rates set out in this Letter of Understanding, the company agrees that any such reductions in the Zone Rates will not be applied to the dependent contractors covered by this Letter of Understanding.

10. Crown presently pays \$55 per hour to Jake Brake and \$53.21 per hour to Landmark for local delivery, for the deliveries that are not done on the Zone Rates.

Crown will advise the union if it agrees to pay more than the said current hourly rates for local deliveries (other than short term emergency rates).

If the cumulative increase in either the Jake Brake or the Landmark hourly rates is greater on a percentage basis than the cumulative increases in Zone Rates paid to the owner operators under this LOU, then the amount of any such excess increase on a percentage basis will be added to the Zone Rates in this LOU.

For example:

- If the hourly rates increase by 1.5% in January 2014, there would be no increase in the Zone Rates.
 - If the hourly rates increase by 2.5% in January 2014, the Zone Rates would increase by .5%.
 - If the hourly rates increase by 3.5% in January 2015, there would be no increase in the Zone Rates.
 - If the hourly rates increase by 1.5% in January 2014 and 3.5% in January 2015, the Zone Rates would increase by 1.0%.
11. The terms and conditions of employment for the dependent contractors engaged in trucking will be those set out in this Letter of Understanding. Except as specifically referred to in this Letter of Understanding, the remaining provisions of the collective agreement will not apply to the dependent contractors covered by this Letter of Understanding.

Owner Operator Requirements

Owner operators will provide the following service when working for Crown Packaging:

- A consistent white painted tractor that will have Crown Packaging identification. This will be provided by the owner operator. Crown Packaging identification will be paid for by Crown Packaging
- Wear Crown Packaging shirts provided uniforms while making Crown Packaging deliveries
- Will drive within all rules of transportation, including speed limits and proper driving etiquette.
- Will have current Work Safe BC coverage – documents to be provided to the Company
- Carry sufficient liability insurance - documents to be provided to the Company
- Supply other documentation like health exam, copy of valid driver licence, driver licence abstract, etc.
- Provide a daily driver's log in written form

- Produce paperwork as required
- Complete Driver Assisted Invoicing

All owner operators will work independently and will be treated with equality by Crown Packaging. Rules and regulations regarding owner operators will be equitable and apply to all owner operators. A system of dispatched work will be made available to be reviewed with the union quarterly to identify the equal distribution of work.

Disputes of any nature, including dispatching, will be handled by the Logistics Manager. In the event the Logistics Manager and the owner operator cannot resolve the matter, the issue will be referred to the grievance procedure.

If ownership of a contractor listed in paragraph 2 (a) changes, the new owner would have the right to continue to provide services to Crown Packaging in accordance with this Letter of Understanding.

Weekend and Statutory Holiday Deliveries:

On a rotating basis as required, owner operators will perform weekend deliveries. Adequate number of deliveries will be provided, or a minimum \$200 rate for the delivery will occur. The owner operators will receive whatever amount is greater. (i.e. 3 deliveries totaling over \$200, or 1 rush delivery but \$200 minimum.)

Minimum Call

If an owner operator is scheduled to report for work and there is no work available, the owner operator will be paid \$200 for that shift.

Customer Issues:

All customer issues will be communicated through the Logistics Manager who will take action with the Sales Manager. There are to be no direct conflicts or arrangements made by owner operators directly with customers or sales representatives of Crown Packaging.

Trailer inspections and condition:

All trailers will be swept clean upon returning to Crown Packaging before confirming they are available to the dispatcher to be loaded again. Paper work for the trailer will be required to indicate the trailer is in good condition and clean. These documents will be kept for HACCP related reasons.

Trailer condition is a requirement of the truck driver to monitor. The trailers will be assumed damaged by the returning driver if no mention of damage before departure from a customer, trailer rental company, etc. A phone call into Crown Packaging must be made before leaving the site where the damage is identified.

Zone Rates

The zone rates set out in the following table will increase by 2% on the date of ratification of this collective agreement, and a further 2% on July 1, 2014, 2.5% on July 1, 2015, and 3% on July 1, 2016.



ZONE RATES
EFFECTIVE NOVEMBER 14, 2011

BY RATE

LOWER MAINLAND

		EFFECTIVE NOV 14/11	EFFECTIVE JUL 1/14 2%	EFFECTIVE JUL 1/15 2.50%	EFFECTIVE JUL 1/16 3%
Richmond	RIC	63.00	64.26	65.87	67.85
Delta	DEL	65.00	66.30	67.96	70.00
Burnaby South	BU2	75.00	76.50	78.41	80.76
New Westminster	NEW	79.00	80.58	82.59	85.07
Surrey South	SU2	85.00	86.70	88.87	91.54
Vancouver	VAN	88.00	89.76	92.00	94.76
Burnaby North	BU1	92.00	93.84	96.19	99.08
Cloverdale	CLO	92.00	93.84	96.19	99.08
Langley South	LA2	98.00	99.96	102.46	105.53
Coquitlam	COQ	100.00	102.00	104.55	107.69
North Vancouver	NOR	100.00	102.00	104.55	107.69
Surrey North	SU1	100.00	102.00	104.55	107.69
Langley North	LA1	110.00	112.20	115.01	118.46
Port Coquitlam	POR	110.00	112.20	115.01	118.46

FRASER VALLEY

Pitt Meadows	PIT	115.00	117.30	120.23	123.84
Maple Ridge	MR	124.00	126.48	129.64	133.53
Aldergrove	ALD	124.00	126.48	129.64	133.53
Clearbrook	CLE	135.00	137.70	141.14	145.37
Abbotsford	ABB	143.00	145.86	149.51	154.00
Chilliwack	CHI	170.00	173.40	177.74	183.07
Chilliwack - East	CH3	190.00	193.80	198.65	204.61

ZONE RATES					
EFFECTIVE NOVEMBER 14, 2011					
BY LOCATION					
LOWER MAINLAND					
		EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
		NOV 14/11	JUL 1/14	JUL 1/15	JUL 1/16
			2%	2.50%	3%
Burnaby North	BU1	92.00	93.84	96.19	99.08
Burnaby South	BU2	75.00	76.50	78.41	80.76
Cloverdale	CLO	92.00	93.84	96.19	99.08
Coquitlam	COQ	100.00	102.00	104.55	107.69
Delta	DEL	65.00	66.30	67.96	70.00
Langley North	LA1	110.00	112.20	115.01	118.46
Langley South	LA2	98.00	99.96	102.46	105.53
New Westminster	NEW	79.00	80.58	82.59	85.07
North Vancouver	NOR	100.00	102.00	104.55	107.69
Port Coquitlam	POR	110.00	112.20	115.01	118.46
Richmond	RIC	63.00	64.26	65.87	67.85
Surrey - North	SU1	100.00	102.00	104.55	107.69
Surrey - South	SU2	85.00	86.70	88.87	91.54
Vancouver	VAN	88.00	89.76	92.00	94.76

FRASER VALLEY					
Abbotsford	ABB	143.00	145.86	149.51	154.00
Aldergrove	ALD	124.00	126.48	129.64	133.53
Chilliwack	CHI	170.00	173.40	177.74	183.07
Chilliwack - East	CH3	190.00	193.80	198.65	204.61
Clearbrook	CLE	135.00	137.70	141.14	145.37
Maple Ridge	MR	124.00	126.48	129.64	133.53
Pitt Meadows	PIT	115.00	117.30	120.23	123.84

Program Details

Crown Packaging: - All arrivals at Crown Packaging include up to 30 minute wait time

Deliveries:

Zone rates are paid to the furthest or highest zone rate charge

Extra drops or pick ups will be paid at \$40.00 per occurrence

All deliveries include up to 45 minute unloading time. After 45 minutes rate is \$42.00 per hour

Wait times will be charged in 10 minute increments

Trailer Moves paid at \$8.00 per move (Hourly rate for major projects)

RGO's received during a customer delivery will NOT be paid \$40.00 drop charge - paper work still required

All trailer exchange deliveries (drop and pick) include trailer move costs as there are no wait times

All trailer moves and exchanges warranting charges must include trailer details on invoice

Pallet & Trailer charges:

Pacific Pallet pick up - \$100 - to be arranged for return trips from the valley

Paramount pallet pick up - \$80, regardless of dispatch location - includes 45 minute wait time and trailer moves

Delta pallet pick up - \$60, regardless of dispatch location - includes 45 minute wait time and trailer moves

CHEP pallet pick up - \$70, regardless of dispatch location - includes 45 minute wait time

Van Link - roll pick up. \$80 including 1 hour load time - includes fuel

Interwrap Mission - roll pick up. \$160 including 1 hour load time - includes fuel

Ocean Trailer and Trailer Wizard Delta - \$75.00 - includes fuel

Ocean Trailer and Trailer Wizard Coquitlam - \$115.00 - includes fuel

Fuel Surcharges:

Fuel Surcharge rate will be updated weekly with the assisted invoicing program.

Fuel Surcharge will be applied only to the zone rates, and drops outside of final zone destination

Fuel surcharges are not applied to roll pick ups at Van Link

Fuel Surcharges will not be charged to pallet or trailer pick ups defined above

The Fuel surcharge rate will be the posted LTL rate from www.ntsCanada.com/CFS.asp

An additional 10% FSC will be applied on to the posted LTL rate for Chilliwack and Chilliwack East

Boundaries:

Burnaby North is Boundary to North Road, North of Hwy 1.

Burnaby South is Boundary to Queensborough, South of Hwy 1

Cloverdale - 176 to 192nd - South of Hwy 1

Langley North - 192 to 248, North of Hwy 1 until 232nd where it will be north of 56 avenue

Langley South - 192nd to 248, south of hwy 1 until 232nd, south of 56 ave

Surrey South - Scott Road/120th Street to 176nd Street, south of Highway 1, all south Surrey areas

Surrey North - Port Mann Bridge to 192nd Street - North of Highway 1

Aldergrove - East of 248th Street to Lefevre

Clearbrook - East of Lefevre to Clearbrook Road

Abbotsford - East of Clearbrook Road to #3 Road

Chilliwack - East of #3 Road

Chilliwack East - East of Prest Road

*** - Eliminate Sardis

Approved and accepted this _____ day of August, 2013 at

Richmond, British Columbia.

**Crown Packaging Ltd.,
13911 Garden City Rd.
Richmond, BC**

**Local 433
Communications, Energy &
Paperworkers Union of Canada**

Joseph Beers

Vince Lukacs

Mark Miedema

Brent Reid

Curt Brennan

Rod Peat

Dave Antoniou

Otto Wittenberg

Gino Bianchini

Gary Wenborn

Drug & Alcohol Policy

PURPOSE:

It is the intention of the Company to provide a workplace that is a safe place for employees to work. The Company recognizes that employee safety can be jeopardized by employees reporting to work under the influence of alcohol or drugs or consuming alcohol or drugs during the work shift.


Objective

Every employee must be alert in order to work safely at all times. Employees under the influence of any amount of alcohol or drugs can create unsafe working conditions.

The objective of this policy is to communicate a clear understanding that the possession of, use of, or being under the influence of alcohol or illegal, non-medical drugs will not be tolerated, and that employees who breach this policy will not be permitted to work and will be subject to discipline up to and including discharge.

Rules

1. Employees are not permitted to attend work or work if they are impaired by alcohol or illegal drugs. Employees who violate this rule are subject to discipline, up to and including discharge, depending on all the circumstances. It should be noted that a violation of these rules will be considered a serious infraction.
2. Any employee who is using prescription or legal non-prescription drugs for medical purposes must notify their supervisor if the drugs might impair their ability to perform their job functions safely. It is the responsibility of both the employee and the supervisor (once they are informed) to ensure that the employee can perform the job functions safely. A doctor's note stating that the employee can perform the job functions safely may be required. The Employer is responsible for the cost of such note if the Employer requests one from the employee.
3. Employees are prohibited from the following activities while on Company property:
 - possessing, distributing or consuming alcohol; and
 - possessing, distributing or using illegal drugs



4. Employees are prohibited from consuming alcohol or using illegal drugs during paid time.

Drug and Alcohol Abuse

Employees are encouraged to seek assistance before problems lead to policy violations and disciplinary action, which could include termination. The Company provides benefits and an Employee and Family Assistance Program through “Interlock” to support employees who require rehabilitation assistance. Details of these programs may be obtained from an EFAP representative, Union counsellor, a supervisor, or from the human resources office.

Employees are advised not to consume any alcohol prior to their shift. Proper consideration should also be given to responsible alcohol consumption the night before a shift.

Since drug and alcohol abuse significantly affects safety at work and productivity, supervisors are responsible for actively monitoring employee behaviour and performance and may counsel an employee to contact an EFAP representative, Union counsellor, or explain the EFAP “Interlock” services available.

**PTPC Corrugated Company
Impairment Indicator Report Form**

Employee's Name: _____

Date and Time: _____

Location: _____

In order to apply Rule 1, a supervisor, after consulting with another witness, must be able to describe at least two *objective* signs that caused the supervisor to suspect the employee has drugs or alcohol in his or her system. If there is only one supervisor on shift and no other management witness, the supervisor must call and make contact with one of the following individuals:

1. Dave Antoniou (604) 290-5071
2. Curt Brennan (604) 996-1933
3. Brad Boutin (604) 970-0161

It is not mandatory to have a shop steward present when you confront the employee. Only when you discipline as per Section 16 must a shop steward be in attendance.

Objective Signs:

- Employee directly or indirectly involved in an on-the-job injury
- An accident or other impaired work performance
- Bloodshot eyes, dilated or constricted pupils
- Inability to maintain a steady gaze, or track a moving object (light, pencil point, etc.)
- Slurred or incoherent speech
- Alcohol on breath or odor of drugs
- Drowsiness
- Poor physical coordination
- Physical or verbal altercation
- Unusual behavior or response to a situation (e.g., excessive laughter)
- Possession of alcohol or a prohibited substance

There may be other indicators that have not been included on the above list. Examine each situation individually and record the indicators that raised the suspicion in the space provided.



Speech: _____

Dexterity: _____

Standing: _____

Walking: _____

Judgment / decision making: _____

Appearance (eyes, clothing, etc.): _____

Odors (alcohol, marijuana): _____

Attitude: _____

Supervisor's name(s): _____

Witnesses' name(s): _____



