# **COLLECTIVE LABOUR AGREEMENT**

Between



Cascades Containerboard Packaging, a division of Cascades Canada ULC Calgary, Alberta

And



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## **COLLECTIVE LABOUR AGREEMENT MARCH 7, 2018 - MARCH 6, 2022**

## **Preamble**

This Agreement is entered into between:

Cascades Containerboard Packaging, a division of Cascades Canada ULC, a Corporation (by continuance) under the laws of Canada and having its Head Office located at 1061 rue Parent, St. Bruno Quebec, herein acting with respect only to its Calgary Division located at Calgary, Alberta, hereinafter referred to as the "Company".

and

#### **Unifor Canada**

and its Local 539, hereinafter referred to as the "Union". All references to the masculine gender in the Agreement also include the feminine.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

## 1.01 Bargaining Agent

The Union was certified by the Labour Relations Board of the Province of Alberta on July 11th, 1971, as bargaining agent for certain employees of the Company.

## 1.02 Company Recognition

The Company recognizes the Union, during the term of this Agreement or any renewal thereof, as the exclusive collective bargaining agent of the employees in the bargaining unit as defined in Section 1.03.

## 1.03 Application of Agreement

This Agreement applies to all employees of the Company and its plant situated at 416 - 58th Avenue South East, Calgary, Alberta, save and except co-ordinators and above, office staff, time study and methods personnel, package laboratory personnel, art department personnel, sales department personnel and employees engaged in a confidential capacity relating to labour relations.

#### 1.04 Plant Closure

- (a) The company will advise the Standing Committee not less than sixty (60) days prior to a permanent plant closure. An employee to be terminated as a result of a permanent plant closure will be given a minimum of sixty (60) days notice of such termination.
- (b) Such employees will be entitled to a severance allowance of one and one half (1.5) week's pay for each year of employment for the first fifteen (15) years, and one (1) week per year of employment thereafter, computed on the basis of forty (40) straight time hours at the employee's regular rate. The maximum severance allowance payable will be forty-five (45) weeks' pay.
- (c) In the event the Company moves its operation to a new location within one hundred kilometers (100 km) of the existing plant location, the employees affected will have the right to transfer to the new location. This contract will apply and remain in full force and effect at the new location.

## 1.05 General Purpose of Agreement

The general purpose of this agreement is to record terms and conditions of employment which have resulted from collective bargaining and which will be observed by the Union, the employees, and the Company; and which are in the mutual interest of the Company, the Union and the employees, to provide for the operation of the plant hereinafter mentioned under methods which will further to the fullest extent possible, the safety, dignity and rights of the employees, economy and profitability of operation, quality and quantity of output, technical improvements, cleanliness of the plant and protection of property. It is recognized by this agreement to be the duty of the Company, the Union and

the employees to cooperate fully, individually and collectively to meet customer commitments and for the advancement of said conditions.

#### **ARTICLE 2 - COMPANY FUNCTION**

### 2.01 Union Acknowledgement

The Union acknowledges that it is the exclusive function and responsibility of the Company to operate and manage its business in all respects, including the extension, limitation, curtailment and cessation of operations, except where the exercise of such function has been specifically restricted by the terms of this Agreement.

#### **ARTICLE 3 - UNION SECURITY**

## 3.01 Union Membership and Orientation

- (a) Any employee now a member, or who shall become a member, of the Signatory Union shall remain a member as a condition of employment. Any employee hired on or after May 7th, 1972, or any person currently laid off who subsequently returns to work shall, as a condition of employment, become a member immediately upon hire.
- (b) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the Constitution and By- Laws of the Union.
- (c) The plant Chairperson (or designate) will be provided 30 minutes as part of the new employee orientation program to orientate new employees about the union.

#### 3.02 Union Dues Check-Off

- (a) 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 and regular monthly dues, together with an itemized statement. The Local Union hereby agrees that the Company shall be held harmless with respect to all deductions made and paid to the said Union in respect of provision herein.
- (b) In the event that the Local Union suspends a member for non-payment of his/her dues and assessments, as required by the Constitution, the Union shall notify the Company, in writing, at least seven (7) days before such suspension shall become operative.

### 3.03 Bargaining Unit Work

No work customarily performed by the employees in the bargaining unit shall be done by any co-ordinator or staff employees except in the cases of emergency nature or for training, experimental or trial purposes.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

## 4.01 No Work Stoppage

The Union agrees that there will not be any strikes or stoppage of any of the Company's operations or any sit-down, stay-in or slow- down or any other curtailment of work or restriction or interference with production or any picketing of the Company's premises during the term of this Agreement.

#### 4.02 No Lockouts

The Company agrees that it will not lockout during the term of this Agreement.

#### ARTICLE 5 - DISCRIMINATION AND INTIMIDATION

## 5.01 Safe Workplace

The Company will provide a harassment, discrimination, bullying and intimidation free workplace.

#### 5.02 No Intimidation

There will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Company by the Union or any of its members or representatives, nor will there be any intimidation, interference, restraint, or coercion exercised or practiced upon members or representatives of the Union by the Company or any of its principles or representatives, and there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Company during the employees' working hours which will in any way interfere with production or impair efficiency.

### 5.03 Joint Recognition

The company and the union recognize that harassment, discrimination, bullying and intimidation based on any of the prohibitive grounds, including Racial and Sexual harassment, is a form of discrimination and is unacceptable behavior and will not be tolerated in the workplace.

## **ARTICLE 6 - NEGOTIATION COMMITTEE**

## 6.01 Authorized Union Representatives

A Negotiating Committee, not to exceed three (3) employees in number, selected by the Union, shall be recognized as the Authorized Negotiating Representative of the Union. The Company shall deal with the said Committee with respect to proposals for modifications of the Agreement as outlined in Article 31. An accredited official of Unifor Canada may participate in any such negotiations. The Union shall supply the Company with the names of employees constituting the Negotiating Committee; the Company shall as well supply the Union with the names of the persons constituting their Negotiation Committee.

## **ARTICLE 7 - STANDING COMMITTEE**

## 7.01 Selection by the Union

The Company agrees that a Standing Committee, not to exceed three (3) employees in number, selected by the Union, shall be recognized as the authorized representative of the Union to handle all grievances as outlined in Article 10 - Grievance Procedure.

### 7.02 Committee Names

The Union shall supply the Company with the names of the employees constituting the Standing Committee, and shall inform the Company at least two (2) days prior to any meeting of any change of the personnel of the said Committee.

## **ARTICLE 8 - RESPONSIBILITIES AND COMPENSATION OF UNION REPRESENTATIVES**

## 8.01 Union Duties During Work Hours

Members of Committees and Union Officers have regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first giving a reasonable explanation to, and obtaining permission from, their direct co-ordinator, or in his/her absence, the Production Manager or his/her designate, and when resuming their duties will report to their co-ordinator. Such permission shall not be unreasonably denied.

## 8.02 No Loss of Pay for Union Work

Subject to 8.01, the Company will compensate employees at their regular rate of pay for time lost from regular shift in processing grievances of employees under Article 10.

## **ARTICLE 9 - DISCIPLINE PROCEDURE**

#### 9.01 Just Cause

The Company has a right to discipline or discharge an employee for just cause. A copy of all discipline, beginning at the verbal warning stage, and any case of discharge will be forwarded, in writing, to the Union as soon as is reasonably possible. In this instance, "Union" refers to the Plant committee.

## 9.02 Expiration and Removal of Discipline Record

Verbal Warning will remain valid for six (6) months (a minimum of 935 hours must be worked during this time). Written warnings will remain valid for twelve (12) months (a minimum of 1875 hours must be worked during this time). Suspensions will remain valid for eighteen (18) months (a minimum of 2800 hours must be worked during this time). During the discipline period the minimum hours worked must be attained or the discipline period is extended by the amount of regular hours short of the minimum amounts. Periods of vacation, bereavement leave, jury leave, and time spent on union business will not count as missed time.

All discipline will be removed from the employee's personnel file(s) at the expiry of the valid date or extended period date and his/her record will be considered clear of that particular discipline which will not be used as evidence or in any other manner in any further disciplinary action.

### 9.03 Notification of Warnings

Employees will be notified of all recorded warnings.

## 9.04 Mandatory Union Representation

In all cases of formal discipline a Union official of the employee's choice will be present at all meetings concerning the discipline provided that the Union official is present at work at that time or is willing to come to the meeting during their non- scheduled hours (no cost for the employer).

### 9.05 Pay for Stewards and Executive Board Members

Any Steward or Executive Board member who attends any meetings, agreed to by the company, shall be paid for all such time spent in such meetings.

#### 9.06 Personnel File

An employee shall have the right to review his/her personnel file at any time, with reasonable notice, in the presence of a Company official.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

## 10.01 Verbal Notification of Complaint

It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible, it being understood that an employee has no grievance until he/she has first given his/her co-ordinator an opportunity to resolve the complaint. The co-ordinators decision shall be given within twenty four (24) hours.

## 10.02 Step 1

If an employee has a grievance which he/she wishes to present to the Company, he/she shall present his/her written grievance to his/her immediate co-ordinator within ten (10) working days from the event or from the time the employee has knowledge of the event or can reasonably be presumed to have knowledge of the event causing the necessity of the grievance.

#### 10.03 Step 2

If the matter is then not settled to the satisfaction of the employee within three (3) days of referral to the co-ordinator the Standing committee may refer to the matter to the Production Manager within a further ten (10) days. An accredited official of Unifor may participate in such conference at the request of either of the parties hereto.

### 10.04 Step 3

If the matter is not settled within ten (10) days after it has been brought to the attention of the Production Manager, the grievance may, upon written request by either party, (a copy of which request shall be delivered to the other party), be referred to the President of the Unifor Local or his/her representative, and the General Manager of the Division, or his/her representative. It is agreed that the Standing Committee and the Production Manager may take part in this meeting. If no agreement is reached at this stage the matter may, within forty-five (45) days, be referred to Arbitration as per Article 11.

## 10.05 Policy and Group Grievances

A grievance by the Company, or by the Union, involving a matter of general importance to the employees as a whole, concerning the interpretation, application, or alleged violation of the provisions of the Agreement by the other party may be submitted to the other party, in writing, at Step Three within ten (10) days of the facts giving rise to the Grievance instead of following the regular grievance procedure.

## 10.06 Discharge Grievances

If a regular employee is discharged and the employee alleges that the discharge was made without just cause, it may be made the subject of a grievance and may be submitted, in writing, within ten (10) days of the discharge at Step Three of the Grievance Procedure. If such grievance shall not be disposed of satisfactorily at Step Three, the grievance may be processed to Arbitration in accordance with Article 11.

### 10.07 Grievance Timelines

Saturdays, Sundays, and General Holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing steps or in Article 11. Any and all time limits fixed by these Articles may be extended at any time by mutual agreement of the Company and the Union, in writing and signed off by both parties.

## **ARTICLE 11 - ARBITRATION**

#### 11.01 Arbitration Timelines

Within a forty-five (45) day period following the day of the communication of the Company's written decision to the Union, any grievance or other matter in dispute between the Company and the Union involving the interpretation, application, operation, or alleged violation of any Article of this Agreement may, in event of failure to reach agreement thereon, be referred by either party to arbitration by a single arbitrator.

#### 11.02 Notification to Arbitrate

The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to Arbitrate. This notice shall state in what respect it is alleged that the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The Notice shall also stipulate the nature of the relief of remedy sought.

#### 11.03 Arbitrator Selection

Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall submit three (3) persons to act as the sole arbitrator to the other party. The other party has ten (10) days to respond by agreeing to one (1) person or submitting three (3) persons of their own to act as the sole arbitrator, should no agreement be reached then the initiating party shall apply to the Alberta Government for appointment.

#### 11.04 Evidence to be Heard

After the arbitrator has been selected, he/she shall meet with all members present and hear the evidence of both parties and render a decision.

## 11.05 Binding Decision

The decision of the arbitrator shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect. The arbitrator shall have the lawful power and jurisdiction to award any monies due to any employee or employees for wrongful dismissal or reinstatement.

#### 11.06 Arbitration Costs

Each party shall pay its own costs and the fees and expenses of witnesses called by it. All other costs of the arbitrator shall be shared equally by both parties.

#### **ARTICLE 12 - PROBATIONARY EMPLOYEES**

## 12.01 Probationary Period and Job Rate

- (a) A probationary employee will not become a regular full time employee until he/she has completed 720 hours worked. These hours must be worked in a consecutive sixmonth period.
- (b) Once an employee completes 60 work days (480 hours) the employee will receive the job rate.
- (c) Probationary employees, who are successful in the Job Vacancy process as outlined in Article 15, will be entitled to the applicable rate of pay for the new position. This does not end the probationary period for the employee as the 720 hours still applies.

### 12.02 Extension of Probationary Period

The probationary period may be extended with the mutual consent of the Company and the Union.

#### 12.03 Benefits and Floater for Probationary Employees

- (a) Probationary employees will be granted the "one day floater" immediately after completing their probation period.
- (b) New employees will be covered by all benefits on the first day of the month following the first day of hire.

## **ARTICLE 13 – SENIORITY**

## 13.01 Seniority Rules

## (a) **Definition of Seniority**

Seniority in this Agreement shall mean the length of continuous service in the Company at the Calgary Plant as provided in Section 13.01 (b).

## (b) **Probationary Period**

When an employee has completed his/her probationary period of 720 hours worked, he/she shall be designated as a regular employee and his/her name shall be placed on the plant seniority list. The employee's seniority date shall be established as the first full day of work that was completed. The Company shall advise the Union, in writing, when an employee completes his/her probationary period.

## (c) **Seniority Lists**

Plant Seniority lists shall be prepared and made available to the appropriate Union Officer as of December 31st in each year and revised when necessary to implement the seniority clauses of this Agreement.

## (d) Seniority for Recall

A regular employee who is laid off for lack of work will be placed on the recall list for a period equal to his/her length of continuous service or for a period of one year, whichever is lesser.

### 13.02 Loss of Seniority and Employment

An employee will lose his/her seniority rights, and his/her employee status with the Company will be terminated for reasons of:

- (a) He/she voluntarily quits the employ of the Company;
- (b) He/she is discharged for just cause;
- (c) He/she is absent for a period exceeding twelve (12) months for any reason, except with the written consent of the Company; or unless special circumstances exist;
- (d) He/she is absent for more than three (3) working days and fails to notify the Company unless special circumstances exist;
- (e) He/she overstays a leave of absence without the consent of the Company;
- (f) He/she fails to report when recalled, subject to Section 14.02 (d);
- (g) He/she has not been recalled to work within the period of time that his/her name is retained on the recall list.

## **ARTICLE 14 - LAY-OFF AND RECALL PROCEDURE**

## 14.01 Layoff Rules

- (a) In a lay-off of less than one (1) working day, the supervisor will, where possible, follow the general principles of seniority.
- (b) In the event that a lay-off is processed by the Company in accordance with (a) above and it develops that the lay-off will extend to one (1) or more working days, the employee so affected will be recalled to work and the plant wide lay-off procedures will be instituted, but the employee in question will have no claim on retroactive pay for the one (1) working day period in question.
- (c) If a lay-off is to exceed one (1) or more working days, plant wide seniority will be implemented by the Company, providing it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available. Employees will be entitled to a reasonable training period to enable them to exercise their seniority to maintain a job, either to prevent a lay-off or to enable them to qualify for recall.
- (d) This lay-off procedure for periods of one (1) or more working days means that the Company will be faced with a reasonable amount of transferring and re-shuffling of the work force.
- (e) For lay-offs of one (1) or more working days, the Company will meet with the appropriate Union Committee in advance of the lay-off and discuss with them possible rearrangements of the working force.
- (f) Any arrangements made between the Company and the Union are to apply to the lay-off in question only and are not necessarily binding on either party for future lay-offs.

#### 14.02 Recall Rules

- (a) When circumstances permit the increase of the working force after a lay-off, employees transferred as a result of the reduction in the working force shall be transferred back to their former jobs to the extent possible.
- (b) Seniority shall be the guiding factor in recalling employees on the recall list, so long as it does not prevent the Company from maintaining a working force of employees who are qualified and willing to perform the work which is available. The person with the longest seniority will be recalled first, unless it is necessary to bypass a person with seniority who is on the recall list because he is not qualified or willing to do the work which is available.
- (c) The Company will notify an employee on the recall list by telephone and follow up by registered mail. It is the responsibility of the employee to keep the Company informed of any change of address or telephone number. If the person so notified does not signify his/her intention to return to work within five (5) working days from receipt of registered mail, he/she may be dropped from the recall list.

- (d) An employee on the recall list who is recalled may decline the recall if the period of re- employment is less than five (5) consecutive working days.
- (e) An employee that has been confirmed in his or her job classification for one (1) year or more, who is affected by a lay-off and transferred to a job classification with a lower wage rate than his/her regular rate will retain his/her regular rate.

## **ARTICLE 15 - PROMOTIONS / JOB VACANCIES / LINES OF PROGRESSION**

## 15.01 Filling of Vacancies

Except as noted in Section 15.02 below, where vacancies occur within the bargaining unit, such vacancies will be filled by employees within the department, wherever possible.

## 15.02 Postings to be Plant Wide

Vacancies to progression line entry positions, jobs of a singular nature, or any new jobs will be posted on a plant wide basis. The posting will be posted on the designated posting board for a period of five (5) working days. The Company shall also post, for a period of five (5) working days, any other vacancy or new job in a department where a suitable candidate is not available from the department for such vacancy or new job. Application forms,

supplied by the Company, will be available at the Posting Board for completion by all applicants, and must be filed during the posting period.

### 15.03 Criteria for Filling of Vacancies

- (a) Such vacancies or new jobs will be filled in accordance with:
  - i. Seniority;
  - ii. Ability to do the job;
  - iii. Efficiency.

It being understood that management reserves the right to measure and evaluate "Ability to do the job" and "Efficiency" and establish minimum standards. Seniority shall be the deciding factor if all others are relatively equal.

- (b) Once a posting is awarded, the employee will be informed one week in advance of when training is expected to begin. For clarity, training will be deemed to have begun when the training is scheduled.
- (c) Whenever possible, training for posting will be scheduled within two (2) weeks of posting coming down.
- (d) If a posting is unfilled, the most junior employee who does not hold a posting will be placed into the position.

## 15.04 Multiple Postings

Any vacancy or new job created by Job Posting will be posted in accordance with the above provisions, it being understood, however, that the number of multiple postings is at the sole discretion of the Company.

## 15.05 Temporary Vacancies

- (a) Temporary vacancies will be offered in seniority order to employees in the general labour pool. Temporary vacancies that are greater than or anticipated to be greater than ninety (90) calendar days or longer shall be posted plant wide as a temporary posting and filled as per the current posting procedure.
- (b) An employee filling a temporary vacancy or temporary posting will bump back into his/her former position once the person has returned.
- (c) Should the temporary vacancy or posting become permanent then such position will be re-posted and awarded as per 15.03 and 15.04 as above as a permanent position.
- (d) In the case of short notice absenteeism, the senior employee from the general labour pool on shift will be "safety qualified" in order to fill in to cover such short notice absences at the entry level position of each line.

## 15.06 Lines of Progression

The parties agree to adopt a line of progression for the purpose of training and promoting employees in the plant. Implementation will be carried out with the assistance of the following general principles:

### (a) Posting

- The bottom entry level position will be the only position posted and it will be posted plant wide.
- Entry level positions will need to successfully train up two positions in the line or will be dropped from the line (revert back to the general plant labour pool).
- Employees will be expected to do the job at a frequent enough interval to ensure that job skills are maintained.

### (b) Training

An incumbent in the line will receive training in the next two jobs up the line and one job below his/her present position.

## (c) Freezing

- There will be no freezing in assistant operator positions.
- Eligible positions to be frozen at are: Post Counter, Shipping Strapper, Corrugator (clamp or stacker).
- A maximum of one person will be allowed to be frozen in any eligible progression line.

- All requests for freezing will be allowed only if accompanied by a bona fide medical reason and/or the Union and Management Committee agree. Frozen positions will be evaluated on an annual basis by the Union and Management Committee.
- Continuous run positions paid at assistant operator rates are considered as assistant operators and are not eligible for freezing.

## (d) Lay-Off

An employee frozen and faced with a layoff will be advanced to the higher
position in any Line of Progression should his/her plant seniority and ability allow
him/her to do so. This applies only to a lay-off situation. On reducing the crew
numbers on a piece of equipment the frozen employee would bump back down
the line of progression.

## (e) Cross Training

- Employees will be allowed to move one lateral position within their line of progression (on a one time basis only).
- Machine Seniority will apply if an employee wishes to move within their line of progression.

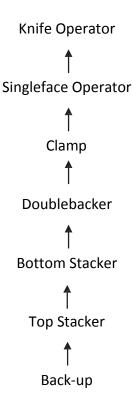
## 15.07 Posting Trial Period

- (a) The successful applicant on a job posting will have a ten (10) day working trial and training period. This working trial and training period may be extended by mutual consent of all parties.
- (b) Upon completion of the satisfactory trial period above, and acceptance of the posting, the employee will receive the applicable rate of pay for the classification of the new position which shall be his/her new base rate of pay. Employees who refuse the posting after beginning training will be paid the lower of the job's posted wage rate and their current wage rate for all hours spent in training. Employees must train for a minimum of five (5) working days on all postings.
- (c) Any employee refusing a second posting within ninety (90) days, after completing one half of the allotted training time will not be eligible to bid for another posting for one hundred and eighty (180) (calendar) days from the time of said refusal.

## 15.08 Returning to Former Classification

If the employee proves unsatisfactory during the trial and training period, or asks to be returned to his/her former classification during the trial period, he/she will be returned to his/her former classification and department at his/her former rate of pay, as will others who were transferred or promoted by reason of the employee's job bid.

**Article 15 - Corrugator Lines of Progression** 



# Singular Jobs

Baler, Slitter, Smart Car, Warehouse person

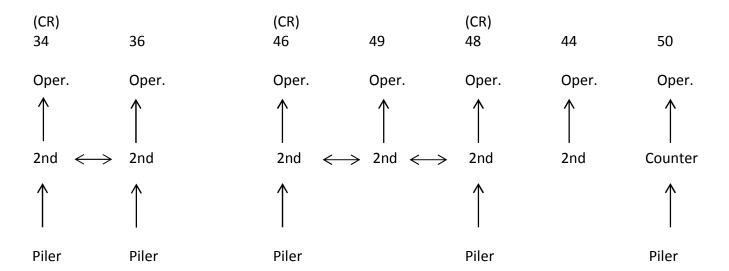
Baler, Slitter, Smart Car – Vacation relief shall be covered by the Converting Department allotment.

Warehouse person – Vacation relief to be offered to senior qualified in the corrugator department.

# **Article 15 - Lines of Progression Die Room**



## **Article 15 - Converting Progression Lines**



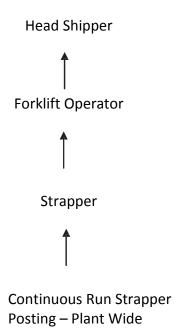
For clarity, all machines are to run through breaks. Machines not denoted with (CR) will require additional crewing to run through breaks.

2<sup>nd</sup> is entry level on the 49

# **Singular Jobs**

11- Waxer

# **Article 15 - Shipping Lines of Progression**



# Singular Jobs

**Shipping Planner** 

Shipping Planner – Vacation relief to be offered to senior qualified in the Shipping department.

## **ARTICLE 16 - LEAVES OF ABSENCE**

#### 16.01 Personal Leave

The Company may grant a leave of absence in writing, to any employee for legitimate personal reasons, and any person who is absent with such written permission shall not be considered to be laid off, and his/her seniority shall continue to accumulate during his/her absence. The Company shall notify the Union of any leave of absence. The Company shall post any leave of absence on the shift list.

#### 16.02 Union Leave

A legitimate reason for leave of absence will be for Union activity including the attendance at a Union School or work as a full-time representative of the Union. A request for leave of absence of this nature will be made in writing to the Plant Manager at least fourteen (14) calendar days in advance. Failing this notice, such leave of absence shall only be granted if an alternate employee is available to maintain the normal flow of work in the operation concerned. An employee who is elected as a member to the Federal or Provincial Legislature or Municipal Office shall be granted leave of absence without pay for his/her term of office.

While on Union Leave employees will continue to receive benefits (Health, Dental, Vacation, WCB coverage etc.), and the earnings will be pensionable, the cost of this will be paid by the Union and will be invoiced on a cost only basis, currently the percentage is 26% but can change (up or down) based on the third party premium costs.

## 16.03 Bereavement Leave

- (a) i. (5 day leave): When death occurs to a member of a regular full time employee's immediate family, the employee will be granted a maximum leave of five (5) days. Immediate family is defined as the employee's: spouse or common-law spouse, mother, father, and children (including adopted children).
  - ii. (3 day leave): When death occurs to a member of a regular full time employee's extended family, the employee will be granted a maximum leave of three (3) days. Extended family is defined as the employee's: brother, sister, step-parents, step-brother, step-sister, mother-in- law, father-in-law, step-children, grandparents and grandchildren.
  - iii. (1 day leave): When death occurs to a member of a regular full time employee's brothers-in-law or sisters-in-law the employee will be granted a maximum leave of one (1) day.
- (b) Hours paid under the terms of this section will be counted as hours worked for the purposes of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purposes of computing overtime.

- (c) Common law spouse shall mean a partner, which includes same sex partners, who has been publicly maintained and represented as per specified government regulation. It is the employee's responsibility to inform the Company in writing if they require a change in their recognized status.
- (d) Bereavement leave is not to be deferred nor used for any other purpose.

## 16.04 Jury Duty

Any employee who is required to appear for jury duty or as a Crown Witness, or at a Coroner's Inquest shall be paid the difference between the amount paid for such service and his/her current hourly rate for the time lost from his/her regularly scheduled work shift by reason of such service, subject to the following provisions:

- (a) Employees must notify their respective co-ordinator within twenty-four (24) hours after receipt of notice of selection for jury duty.
- (b) Any employee called for jury duty who is not selected to the panel and is temporarily excused from attending at court will be paid for lost time provided:
  - i. He/she reports within a reasonable time of discharge;
  - ii. He/she furnishes the statement required in (c) below, and;
  - iii. He/she accepts a transfer to day work during the period of jury duty. Management may require another employee to exchange shifts.
- (c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

## 16.05 Legislated Leaves

The parties agree that they will follow and adhere to unpaid leaves of absence introduced by the Alberta Government, as per their design and legal format as a minimum position in this collective agreement, unless agreed to in a greater or enhanced form elsewhere in this collective agreement.

#### 16.06 Paid Education Leave

The Company will pay into a special fund an amount of three cents (\$0.03) per hour for all hours worked to provide for the Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program 205 Placer Court Toronto, ON M2H 3H9 A leave of absence without pay will be granted for up to two (2) members, at a time subject to verifiable operational needs, of the bargaining unit selected by the Union to attend an educational program offered by Unifor at the Unifor Family Education Centre in Port Elgin, Ontario.

Such leave shall be initiated by the Local in writing to the Company, providing at least thirty (30) days advance notice. Such leave will be granted in writing for up to twenty (20) days class time (plus travel time as necessary).

It is understood that an employee on said leave of absence is also subject to the existing Collective Agreement provisions as it concerns the continued accumulation of seniority and/or entitlement to health and pension benefits etc. as applicable. (This clause is exempt from Article 16.02) of the current agreement)

## **ARTICLE 17 - GENERAL HOLIDAYS**

## 17.01 Holiday Entitlement

The Company will pay all regular employees for the following thirteen (13) General Holidays:

New Year's Day 3rd Monday in February

**Good Friday** 

Victoria Day

Canada Day

Civic Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

**Boxing Day** 

4 hours off with pay Christmas Eve

4 hours off with pay New Year's Eve

1 employee Floating Holiday

When any of the above holidays fall on a Saturday or Sunday, it shall be observed on the following Monday, unless another mutually agreed upon day has been set by the company and the union.

## 17.02 General Holiday Pay

Regular (including probationary employee) employees shall receive, subject to Clause 17.03 hereunder, for each of the General Holidays listed in 17.01 above, eight (8) hours pay at straight time, calculated at his/her regular classification rate.

## 17.03 Qualification for Pay

An employee must work his/her regularly scheduled shift immediately preceding and his/her regularly scheduled shift next following to be entitled to General Holiday Pay as provided in Clause 17.02, except in the case of a bona fide illness or written permission for absence from the Company.

## 17.04 Pay for Working General Holiday

In the event it shall be necessary to operate any or all departments, including factory services, on any of the said General Holidays, all time worked shall be paid for at the rate of double time (2x).

## 17.05 Layoff during General Holidays

Regular employees suffering intermittent lay-off will be eligible for payment of general holidays as long as they have been recalled to work prior to the General Holiday.

#### 17.06 Floater

The floater will be granted annually on June 1 to regular full time employees. This floater is to be arranged at a time suitable to the employee and Company, during the vacation year, so that there will be no loss of production. A Floater that is not taken by year end will be paid out. New employees must be on the payroll for not less than Sixty (60) work days and work four hundred and eighty (480) to qualify for the floater. Where prior notice is required in the granting of floating holidays, the employee shall receive disposition of his/her request no later than seventy two (72) hours prior to commencement of the requested floating holiday date.

## 17.07 General Holidays during Vacation

When a week of vacation is taken and a statutory holiday falls within a vacation period, the employee will have the option to have the statutory holiday paid out at straight time.

## **ARTICLE 18 - VACATION PLAN**

#### 18.01 Vacation Periods

(a) The Company may require all employees subject to this Agreement to take a vacation period and may close the plant or any part of the operations for that purpose. The vacation period shall be from June 1st to October 1st each year to the extent possible. An employee who has worked a minimum of 1400 hours during the current vacation period will be credited with one (1) year of service as of May 31 of that vacation year.

The effective date for this calculation to be May 31, 1997. New employees with less than 1400 hours will be given a Pro Rated amount of time and pay after the anniversary day and before the start of the next vacation period.

(b) Eligibility for annual vacation credits in accordance with the following schedule will be based upon years of service as of May 31st.

#### 18.02 Vacation Entitlements

Each employee who has completed the following "Years of Service" as of June 1st of each year will receive the following vacation and corresponding vacation entitlements:

Years of Service	Vacation Entitlements	% Entitlement of Wages
One (1) Year	Two (2) Weeks	4½ %
Two (2) Years	Three (3) Weeks	6½ %
Seven (7) Years	Four (4) Weeks	8½ %
Fifteen (15) Years	Five (5) Weeks	10½ %
Twenty Four (24) Years	Six (6) Weeks	12½ %
Thirty (30) Years	Seven (7) Weeks	14½ %

An employee who works a minimum of fourteen hundred (1400) hours during the vacation year shall receive vacation pay as a percentage of total earnings or one (1) week's pay for each week of entitlement whichever is greater.

Time up to one (1) year as a result of an accident suffered during the course of employment and recognized by the W.C.B. or absence due to illness supported by Short Term Disability documentation or non- occupational accident up to a period of one (1) year will be used in the calculation of the 1400 hour qualifying period.

All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

#### 18.03 Vacation Bonus

A ten hour vacation pay bonus at the regular rate will be paid when an employee takes the first week of vacation after fully qualifying for full vacation.

### 18.04 Layoffs

Employees who are laid off and who have not severed their employment with the Company will not be paid for any vacation credits at the time of lay-off, but such employee's vacation credits will be determined as of the date of lay-off and paid at time of plant shut-down (should there be one) or during the first week of July, if the plant is not shut down.

## 18.05 Scheduling of Vacations

- (a) Employees shall not be allowed to waive their annual vacation pay or credits or have same accumulate from year to year, except under the conditions as detailed in 18.11 Vacation Buy Back. All employees are expected to schedule unused portions of their vacations by January 1st of each year. Any unused vacations not scheduled by January 1st of each year will be scheduled by the Company.
- (b) Vacation requests must be submitted by April 1st by seniority, thereafter vacations will be scheduled on a first come first serve basis. Two or more one day vacation days will constitute a blocked week for the purposes of scheduling vacation.
- (c) Prime time shall be defined as any week that has three (3) or more work days in July and August.

#### 18.06 Plant Shut Downs

Employees who are scheduled to remain on duty during the plant shut-down will be allowed their vacation at some other time convenient to the Company and the employee concerned.

#### 18.07 Vacation Schedule

The Company will post the vacation schedule at least one month prior to June 1st. The Company will endeavor to maintain the vacation schedule as posted.

Once the final list of scheduled vacations is posted (May 1st), the Company will then inform employees of acceptance or denial of any new vacation requests, within ten (10) working days. Requests must be made using the vacation form, date stamped, and given to the designated shift manager.

#### **18.08** Consecutive Vacation Periods

If production requirements do not permit eligible employees to take more than two (2) of their three (3), four (4), five (5), six (6) or seven (7) weeks' vacation consecutively, such extra third, fourth, fifth, sixth or seventh week shall be taken at a time mutually agreed to by the Company and the employee.

### 18.09 Supplementary Vacation Pay

Regular employees who have completed twenty-five (25) or more years of service will be granted extra vacation pay the year they attain:

Age 60 - additional 2% vacation pay

Age 61 - additional 4% vacation pay

Age 62 - additional 6% vacation pay

Age 63 - additional 8% vacation pay

Age 64 - additional 10% vacation pay

## 18.10 Single Day Vacations

Effective June 1st, 2009, employees entitled to four or more week's annual vacation may at the employee's option, split one week's vacation into one day blocks or blocks amounting to a total of the week's entitlement. Time off in this provision will be arranged to be taken at a time to be mutually acceptable to the employee and the Company. All reasonable efforts will be made to accommodate employee's requested dates. There will be no splitting weeks during prime time.

### **18.11 Vacation Buy Back**

"By November 1st each year the company will determine if the option of selling vacation back to employees will be available with the following conditions:

Once employees have taken a minimum of 4 weeks of vacation they will have the option to sell back to the company any remaining vacation.

Employees will receive the same amount for the week(s) as they would if they had taken the vacation and not worked.

This would be solely at the option of the employee, and all employees that have not taken four weeks will not be able to sell back vacation.

This clause will not apply should the plant be in a lay off situation.

#### **ARTICLE 19 - HOURS OF WORK**

#### 19.01 No Guarantee

The Company does not guarantee any minimum hours of work per week.

### 19.02 Breaks

- (a) All day or shift employees will be allowed a ten (10) minute rest period in each half shift and a twenty (20) minute paid lunch break during the shift. It is agreed that the maintenance of plant equipment and services (e.g. shipping) will continue through lunch and breaks.
- (b) The Bottom Stacker person will provide relief for the Knife Tender position to accommodate breaks.

## 19.03 Normal Weekly Hours of Work

The normal weekly hours of work for plant employees will be forty (40) hours per week consisting of eight (8) hours per day Monday to Friday as follows:

1 or 2 or 3 shift operation:

0700 hours to 1500 hours

1500 hours to 2300 hours

2300 hours to 0700 hours

Power Engineers will begin their shift at a time two (2) hours before the regular shift only when the corrugator is scheduled to run.

The starting and stopping of these shifts may be changed by mutual agreement.

## 19.04 Shift Coverage

If a worker does not report for his/her regular shift, the supervisor shall make a reasonable effort to secure a substitute. The employee performing the same job from the previous shift shall remain at his/her post until a substitute is secured and if necessary shall work an extra two (2) hours.

#### 19.05 Shift Rotation

All employees covered by this Agreement on shift work will have their shifts rotated at least once every two (2) weeks unless otherwise mutually agreed by the parties.

#### 19.06 Notice of Shift Schedule Changes

Any changes made to the schedule after posting must be communicated directly to the affected employees by the Company.

#### **ARTICLE 20 – OVERTIME**

### 20.01 Overtime Payments

- (a) Employees who are called upon to work beyond their regular hours of work in any one day and for all time worked on Saturdays shall be paid at the rate of time and one-half (1 1/2) their regular rate. Sundays, double rate (2x). Double time (2x) an employee's straight time regular rate shall be paid for work performed in excess of twelve (12) consecutive hours in any twenty-four (24) hour period; except that this shall not apply when such excess hours result from an exchange of shift hours, by mutual agreement of the employees concerned, and with the approval of the Company.
- (b) Overtime will be paid for all hours worked beyond his/her eight (8) hours of work in a single day.

(c) An employee doing overtime on a job other than his/her established rate will receive the rate for the overtime assignment, or his/her established rate, whichever is the higher.

# 20.02 During the Week Overtime

- i. Where a piece of equipment is to be operated or job performed past or in advance of the scheduled hours in the case of overtime, the person on that particular job will be given the first opportunity to work. If more than 1 employee has worked on the machine, the person who worked the most amounts of hours in the shift will be given the opportunity to work. If more employees are required, the senior qualified department employee on the shift will be asked. The person who worked the most amount of hours in the day shift will be given the first opportunity to work the overtime. If employee hours are equal, seniority will be the guiding factor.
- ii. Should overtime be required prior to the beginning of a shift, the regularly scheduled employees for that shift will be given the first opportunity to work.
- iii. If more employees are needed or the work cannot be filled as above, the coordinator shall choose the most senior qualified person on that shift.

#### 20.03 Weekend Overtime

- (a) Weekend Overtime
  - i. Should overtime be required during the weekend, the person(s) who worked on the job(s) or machine(s) required on the day shift prior shall have the first opportunity to work. The weekend is defined as Friday 2300 hours to Sunday 2300 hours, except for Monday early start, which will be limited to a maximum of four (4) hours work. The person who worked the most amount of hours in the day shift will be given the first opportunity to work the overtime. If employee hours are equal, seniority will be the guiding factor.
  - ii. If the job(s) or machine(s) cannot be filled in accordance with i. above, the job(s) or machine(s) shall be filled by the most senior qualified person on the job(s) or machine(s) on any shift.
  - iii. If the job(s) or machine(s) cannot be filled in accordance with i. and ii. above, the job(s) or machine(s) shall be filled with the most senior qualified person in the department on day shift prior to the overtime.
  - iv. If the job(s) or machine(s) cannot be filled in accordance with i, ii or iii above, the job(s) or machine(s) shall be filled with the most senior qualified day shift plant employee prior to the overtime.
  - v. If the job(s) or machine(s) cannot be filled in accordance with i, ii, iii or iv above, the job(s) or machine(s) shall be filled with the most senior qualified plant employee.
  - vi. When a long weekend occurs, the Friday or Monday observed as a statutory holiday shall be treated as per the weekend overtime clause rules and hours.

(b) For weekend overtime the Company will when possible give notice by 3:00 p.m. on the preceding Thursday. If an employee can't commit, the company will ask the next employee.

## 20.04 Make up Overtime

It is further understood by the Company and the Union that in the event an employee is not given the overtime preference in accordance with the above procedure (Article 20), the employee will be given the opportunity to work the equivalent overtime, provided that the plant is working a normal schedule and that this made-up overtime is requested by the employee and worked within two months of the original erroneous assignment.

The following work will be assigned for "make-up" overtime hours:

- 6S.
- AIB paperwork.
- WHMIS paperwork.
- ISO paperwork.
- Painting not done on a normal basis.
- Any other work mutually agreed upon between the Company and the Union.

Failure of the parties to reach mutual agreement will not affect the rights of the employee as laid out in the following paragraph:

"If employee requests 'Make-up" overtime and Company initiates two "make-up overtime jobs from the time of the request over a two month period and employee refuses the jobs, then the Company is not liable for payment of overtime owed. If the Company fails to initiate "make-up overtime over a two month period, then the employee will be compensated for the time lost.

#### 20.05 Meal Allowance

- (a) The Company will pay a meal allowance of twelve dollars (\$12.00) to employees required to work an overtime assignment of two (2) hours or more and every four (4) hours thereafter. A rest period of ten (10) minutes shall be given at the commencement of each two (2) hour over time assignment except that overtime worked on Saturday, Sunday, General Holidays or an employee's scheduled day off shall not have a rest period at the start of the work assignment. Meal allowance will be paid at the request of an employee when the overtime worked is unplanned and extends beyond two (2) hours. The lack of a request will not waive the payment of the meal allowance. Meal allowance does not apply to planned (twenty-four (24) hours notice provided) weekend overtime of less than ten (10) hours. Meal allowances will be paid on a weekly basis.
- (b) A meal allowance will be paid if an employee works four (4) hours or more on unplanned weekend overtime.

## 20.06 Requested Shift Change

When the Company requests an employee to change regular shifts to maintain the efficiency of the operation and less than twenty-four (24) hours' notice is given before the start of the new shift, the employee will receive time and one-half (1 1/2) for the first eight (8) hours worked on the new or changed shift. However, this shall not apply for any shift change caused by transfer under Article 14, covering lay-offs.

#### 20.07 Banked Time

An employee may elect to bank up to sixty (60) hours each "vacation year" of overtime on the following basis:

- i. Overtime hours worked will be paid at straight time.
- ii. The portion not paid will be banked on an equivalent to hours worked to a total of one hundred twenty (120) hours every two (2) years. A maximum of sixty (60) hours may be taken as time off during any vacation year.
- iii. Any banked overtime hours not taken by the expiry date of the vacation year following the one in which they were banked will be paid out on the same basis as if the employee had been paid the overtime rate.
- iv. Employees will be allowed the ability to use a maximum of twenty four (24) hours of banked time as pay for any leave or sick day. Provided the employee follows established call- in or book off procedures. Unplanned absences will be recorded in the attendance records.
- v. Overtime banked hours will be taken off in increments of no less than four (4) hours at a time that is mutually agreeable to the employee and the Company.
- vi. Allocation of vacations and floaters will receive priority over banked overtime.

#### **ARTICLE 21 - SHIFT PREMIUMS**

#### 21.01 Shift Premium Amounts

Shift employees working on regularly scheduled shifts will receive a shift premium of eighty five (\$.85) cents per hours for the afternoon or second shift which normally will start after 1500 hours, and one dollar and thirty cents (\$1.30) per hour for a third or night shift, which normally will start after 2300 hours.

### 21.02 Shift Premium Rules

Day Workers: no shift premium will be paid for any work on which an employee receives an overtime premium, Monday through Sunday. Shift Workers: Shift premiums shall be paid for all hours worked on the afternoon or night shift.

## **ARTICLE 22 - REPORTING ALLOWANCE**

## 22.01 Reporting for Work Four (4) Hour Guarantee

An employee reporting for work, unless previously notified not to report, shall be guaranteed four (4) hours pay or four (4) hours work at his/her regular rate. This guarantee will not apply if the employee has failed to advise the coordinator's office of a change in telephone number.

## **ARTICLE 23 - CALL IN / BACK ALLOWANCE**

## 23.01 Call In / Back Four (4) Hour Guarantee

Employees called in or back to the plant for emergency work outside their regular scheduled shift hours shall receive not less than four (4) hours' pay at their classification rate or the applicable overtime pay for all hours worked, whichever is the greater, but for overtime which is added to his/her regular shift and which he/she works without interruption, there shall not be any minimum allowance.

## 23.02 Night Calls

Time for night calls shall start and end at the nearest 10th (six minutes) of the hour.

### **ARTICLE 24 - SUPPLEMENTARY CLASSIFICATIONS**

## 24.01 Pay for Work in a Higher or Lower Classification

Employees who are assigned to a classification listed in Schedule "A" hereto attached will receive the rate shown for such classification. On temporary assignment to a higher classification during a regular shift, the rate of the higher classification shall apply, provided the employee remains on the higher classification for at least one (1) hour consecutively shall be maintained for the duration of the shift. On temporary assignment to a lower classification during his/her regular shift, the employee will retain his/her own classified rate.

## 24.02 Chief Power Engineer Relief

When the Chief Power Engineer is away for a period of one week (5 work days) or more a designate Chief Engineer will be appointed. The designate will receive the Chief Engineer rate while filling in for the Chief Engineer. This position will be given to the power engineer on day shift.

#### 24.03 Head Journeyperson Relief

#### (a) Head Industrial Mechanic Relief

A Industrial Mechanic classed as a "Journeyperson", designated by the Production or Maintenance Manager to assume the duties of the Head Journeyperson Industrial Mechanic while he/she is off work, or on extended absence, and will receive the "Head Journeyperson Industrial Mechanic" rate.

#### (b) Head Electrician Relief

The Electrician classed as a "Journeyperson", designated by the Production or Maintenance Manager to assume the duties of the "Head Journeyperson Electrician" is off work or on extended absence, and will receive the "Head Journeyperson Electrician" rate.

# 24.04 Chargehands

- (a) The Company and the Union agree that Chargehands will be paid according to schedule "A" in this Collective Agreement. Chargehands will only be used on the afternoon and midnight shifts. The Chargehand position will be posted and selected as per Article 15.03 and 15.04. A standby manager's telephone number will be made available to the Chargehand. These employees will not be involved in any disciplinary process or action against any other bargaining unit employee. The job duties would include:
  - Coordination of the work on shift;
  - Reassign crews in the event of machine breakdown, etc;
  - Making minor production decision;
  - Support safe operating practices;
  - Coordinating emergency response and immediate accident investigations. (This
    will not include the final writing of accident reports).
- (b) Employees may only be assigned to a Chargehand position for off shift supervision of the plant as per (a) above, excluding the Power Engineering and Maintenance departments. The Chargehand will be paid in the same manner as defined in Article 24.04 (a). No employee will be allowed to fill the Chargehand position for more than ten (10) weeks in any contract year and an employee must then return to his/her bid position for a minimum of ten (10) weeks.
- (c) Chargehands may assign work as required and shall address safety issues appropriately. Chargehands will not discipline or be involved in the discipline nor conduct surveillance on employees. Chargehands may send employees home for lack of work only upon order from a supervisor. Chargehands may note employee's hours but prior to Chargehands providing any explanation regarding any deviation from the plant norm the employee will be allowed to provide an explanation for his/her absence or deviation in hours.
- (d) The Union Committee shall receive monthly verification in writing confirming hours worked by employees filling the Chargehand role.

#### 24.05 Dual Trades

An employee possessing more than one trade certificate will be paid the agreed to rates as per Schedule A for all hours worked. Trade certificate is defined as any trade requiring a "Trades Qualification" certificate or equivalent, and Power engineering certificate(s). Employees receiving the extra payment will remain within their primary job function. This provision will not be used to replace or displace any worker normally employed in any manner. Management reserves the right to approve the second trade certificate to ensure its applicability and value to the operation.

# 24.06 Job Security

If a new job is established or if there is a substantial change in the duties of an existing job, during the term of the Agreement, it is understood that the Company shall meet the Union Committee prior to the establishment of the rate, to negotiate a rate for such new job or for the job which has been substantially changed, on the basis of present job classification and rates mentioned in Schedule "A" of this Agreement.

If the Company and the Union cannot agree on a final rate, the interim rate shall continue in effect, and the matter shall be settled in the subsequent negotiations for a new Agreement. If the final rate shall be higher than the interim rate, it shall be retroactive to the date upon which the new job was established.

#### **ARTICLE 25 - EMPLOYEE BENEFIT PLAN**

Effective changes of all benefits January 1, 2018

# 25.01 Cost Sharing

The Company will continue to make available to regular employees covered by this Agreement an employee benefit plan which will include the following items for which the method premium payment shall be: The benefit cost sharing will be the employer paying seventy-five (75%) percent and the employee paying twenty-five (25%) percent of the Health and Disability Insurance premiums.

The Company shall pay one hundred percent (100%) of the premium costs for Alberta Health Care.

The cost of any medical forms required for Weekly Indemnity or Long Term Disability and return to work from injury or extended absences will be covered by the Company to a maximum of two hundred (\$200) dollars per year, per employee.

#### 25.02 Life Insurance Coverage per Employee

Life Insurance and AD & D: \$95,000.00

# 25.03 Short Term Disability

Weekly Indemnity Benefits (all employees actively at work) - 70% of Regular Weekly Earnings (40 x regular straight time hourly rate) payable the first day for non-occupational accident, the first day of hospitalization, the fourth day for non-occupational sickness, with benefits payable for fifty-two (52) weeks. Employees will not receive a duplication of payment as a result of other provisions of this Agreement while drawing Weekly Indemnity Benefits.

#### 25.04 Health Benefits

The Deductible Plan provides supplementary health benefits for:

# (a) Hospital Benefits

- i. Hospital Care payment of differential charges of \$8.00 per day for semi-private and \$16.00 per day for private beds in public general active treatment hospitals.
- ii. An allowance of up to \$400.00 for each participant in a benefit year towards the cost of accommodation in an auxiliary hospital.
- iii. Out-patient expenses
- iv. Hospital care allowance of up to \$150.00 per day outside the province of residence.
- v. Generic Drug Substitution

If a generic equivalent drug exists, the insurance plan will reimburse the generic equivalent product even if the participant elected the brand name as per the contract.

If a generic equivalent exists but the physician indicates no substitution on the prescription, the plan will reimburse the brand name drug as per the contract.

vi. Drug Benefit Card provided to all active employees

#### (b) Other Services

 A \$15.00 deductible is applied to the total of all Other Services expenses combined during a benefit year - July 1 to June 30.

Other Services includes:

- i. Prescription Drugs 80% reimbursement of eligible expense.
- ii. Additional Other Services benefits are outlined in the applicable booklet.

#### (c) **General**

- i. Reimbursement of allowable expense will be made providing a claim is forwarded to the plan within 12 months of the date such expense was incurred.
- ii. The plan carries a maximum \$25,000 annual reimbursement per participant per benefit year for all Other Services benefits.

#### 25.05 Long Term Disability Plan

The Long Term Disability Plan includes the following:

- (a) i. Fifty-two (52) week waiting period.
  - ii. Duration of coverage will be sixty (60) months.
  - iii. Benefits will be equal to 50% of basic weekly wage with a maximum monthly benefit of \$3000.00 offset by any Canada Pension Primary Disability benefits, effective first of month following ratification.
  - iv. Definition of disability to qualify for benefits under the Plan is own occupation.
- (b) The Long Term Disability Plan is effective for sixty (60) months with the following Definition of Disability: "to work at his/her own occupation for the first twelve (12) months, and thereafter, for any occupation in the plant for which he is reasonably fitted by education, training, or experience".
- (c) Hourly job rate at the date of the onset of disability plus any negotiated increases to that hourly straight time rate which would take place during the elimination period (52 weeks of Weekly Indemnity). (Present maximum to be retained).

#### 25.06 Dental Plan

- (a) The Plan provides employees and their dependents with reimbursement of 80% of the cost of the following expenses:
  - Diagnostic, Preventative Therapy, Oral Surgery, Minor Restorative Dentistry, Repairs of an existing appliance, Endodontics and Periodontics (Details contained in employee booklet).
- (b) The Plan also provides employees and their eligible dependents with reimbursement of 50% of the cost of the following expenses:
  - i. Crowns and Inlays, including gold and porcelain veneer fillings where other material is not suitable.
  - ii. The creation of an appliance (fixed bridge work, removable partial or complete dentures).
  - iii. The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) only under the following circumstances:
    - If the existing appliance is at least five (5) years old and cannot be made serviceable.
    - If the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within twelve (12) months of when the temporary appliance was installed.

iv. Services of a licensed Denturist when practicing within the scope of his/her license.

Eligible Expenses under this Plan are expenses for dental treatment recommended as necessary by a physician or dentist which are not in excess of the minimum fee specified in the Insurance Dental Fee Guide of the Province in which the employee resides.

# (c) Orthodontics

- i. No deductible.
- ii. Percentage payable = 50%.
- iii. \$2,000.00 maximum lifetime benefit per individual.

# Effective Date of Coverage:

Eligibility for these benefits shall apply to those employees who are actively at work on the effective date of the Plan. If an employee is not actively at work on the effective date of the Plan or any amendments thereof, coverage will commence when he/she returns to work full-time. New employees will become eligible for coverage the first day of the month following the date of hire. No employees shall be covered for dental insurance when laid off except those for whom a course of treatment has been prescribed and has commenced prior to such lay-off. Benefits will in no case continue longer than ninety (90) days from the date of lay-off.

# **Cost Sharing**

The premium cost of this Plan shall be shared seventy-five (75%) by the Company and twenty-five percent (25%) by the employees.

Coordination of Benefits

If an employee is insured simultaneously under any other plan which provides benefits similar to those provided under this Plan, payments of benefits for that employee or his/her eligible dependents under this Plan will be determined by the Coordination of Benefits provision. The payments from all sources will not exceed the total of actual expenses incurred.

# 25.07 Integration with Government Plans

The Plan will not provide like benefits where such are currently being provided by Federal or Provincial legislation. If, during the life of this Agreement, Federal or Provincial governments shall introduce legislation to provide benefits already covered by this Plan, the Plan shall be amended so as to eliminate said benefits. Any resulting premium savings shall accrue to the Company and employees in accordance with the cost sharing in effect.

#### 25.08 Administration

The Plan will be administered in accordance with the terms and conditions of the master policy. The decision as to the choice of administrative vehicle will be made by the Company. Employees to receive master benefit plan once per Contract year

# 25.09 Vision Care

The following vision care expenses incurred by an employee and/or his/her covered dependents are eligible when recommended by a physician or an optometrist:

Frames, lenses, and the fitting of prescription glasses, including contact lenses, as well as corrective eye surgery, up to a total payment of three hundred and fifty dollars (\$350.00) per family member, in any two consecutive calendar years.

# 25.10 Active Employees Working Past Age of 65

Employees working past 65 years of age will not be eligible for Short Term Disability (Weekly Indemnity) or Long Term Disability benefits as per this Article.

#### **ARTICLE 26 - PENSION**

Changes effective of pension options March 7, 2018

# 26.01 DEFINED CONTRIBUTION PENSION PLAN FOR EMPLOYEES HIRED AFTER SEPTEMBER 12TH, 2008

An employee hired after September 12th, 2008 will participate in a mandatory Defined Contribution Pension Plan.

The option will also be given for current Employees to change to the Defined Contribution. Should current Employees not wish to switch their Defined Benefit Plan it will remain as per the clause 26.02.

Employees will have a mandatory contribution level of 3.5% of their earnings (excluding profit sharing and lump sums).

Employees will participate in the program the first of the month following six (6) months of employment, from the date of hire.

Contribution	Cascades Containerboard Packaging	Employee
Base	3.50% of your salary	3.50% of your salary (mandatory)
Based on profitability	Up to 3% of your salary depending on Cascades Containerboard Packaging profitability in the previous year	
Supplementary	Contributions equal to your own contributions	Matching contributions in addition to the above depending on your seniority:  Seniority % of Salary  5 - 14 years: 3.5%  15 years or more: 4.5%
Optional	No contribution equal to yours	Up to the maximum allowed according to tax rules

# 26.02 DEFINED BENEFIT PENSION PLAN FOR EMPLOYEES – HIRED BEFORE SEPTEMBER 12TH, 2008

The Pension Plan for Unionized Employees is a successor plan which became effective on January 1, 1963. Local 539 is a participating local of the Plan and as such its members receive the benefits of the Plan as amended from time to time in accordance with the terms and conditions of the Full Text of the Plan.

# PENSION BENEFIT FORMULA, IF YOU RETIRE AT NORMAL RETIREMENT AGE

Your normal retirement date is the first of the month coinciding with or following your 65th birthday. If you retire at that time, you will receive an annual pension calculated according to the following formula.

1.65% of your Best Average Earnings (BAE) multiplied by your years of credited service up to your retirement less 1/35 of the maximum CPP multiplied by your years of credited service (maximum 14)

# Bridging supplement formula (subject to maximum benefit permitted by law)

If you retire and you have completed at least 20 years of continuous service with a minimum of 55 years of ages you are entitled to:

Between 55- 60 years old	\$30/month multiplied by your number of full years of continuous service (max: 30 years, or \$900/month)
	\$15/month multiplied by your number of full years of continuous service (max: 30 years, or \$450/month)

The defined Benefit pension plan text prevails.

#### 26.03 Retiree Life Insurance

Retiree Life Insurance of \$2,000 will take effect immediately upon early or normal retirement. Employee will not make contributions to the Pension Plan for earnings received from the company profit sharing plan. The Employer will not use earnings received from the company profit sharing plan in the calculation of employee pensions. A retiring employee must be provided documentation related to this insurance upon their retirement.

#### **26.04** Future Pension Changes

All provisions of the pension plan in effect between the parties pursuant to this Collective Agreement will form part of the renewed Agreement. All future changes to the pension plan effecting employees covered by this Collective Agreement will be bargained by the parties covered by the Calgary Collective Agreement.

#### **ARTICLE 27 – SEVEN (7) DAY ROTATION**

#### 27.01 Hours of Work

If conditions warrant the Company may institute a seven (7) day twenty-four (24) hour rotation.

(a) The shifts will be:

From 0700 hours to 1900 hours Day Shift

From 1900 hours to 0700 hours Night Shift

- (b) There shall be a total of four (4) shift groups, two (2) of which shall be working while the other two (2) have days off. The cycle shall begin with the first period starting on Sunday.
- (c) (i) The parties agree that the shift rotation shall be determined by a secret ballot vote amongst the union membership. The Union shall provide two (2) shift options and the employer shall provide one (1), which will be presented to each party at bargaining and mutually agreed upon, for the membership to vote upon. Should there not be a majority vote in favour of any of the options then the current shift option shall be the default shift.
  - (ii) The shift vote will be held by the Union within seven (7) days of the written notice by the employer to enact the 24/7 schedule and shall be valid for the entire next running of the 24/7 schedule. If the employer reverts back to not running a 24/7 schedule then the Union membership may re-vote under the same conditions above prior to the Company reinstituting a 24/7 schedule.
  - (iii) The Company agrees to post and distribute the shift pattern to all members.
- (d) The shift configuration may be changed by mutual consent of the Company and the Union.
- (e) An employee reporting for work, unless previously notified not to report, shall be guaranteed six (6) hours pay or six (6) hours work at his/her regular rate. This guarantee will not apply if the employee has failed to advise the Company of a change in telephone number.

#### **27.02** Breaks

Each employee on a continuous seven (7) day twenty-four (24) hour cycle will work eleven (11) hours per shift and receive three (3) ten (10) minute rest period and one (1) thirty (30) minute paid lunch period.

#### 27.03 Overtime

- (a) Double time shall be paid for all of the following hours worked:
  - i. Saturday 19:00 to Sunday 07:00
  - ii. Sunday 07:00 to Sunday 19:00
- (b) Time and one half shall be paid for all hours worked on any scheduled days off, with the exception of (a) above
- (c) Overtime will be paid for all hours worked beyond forty four (44) hours of work in a week as per this agreement.
- (d) The shift schedule cannot allow for two double time shifts in one pay period.

#### 27.04 Leave

If Bereavement Leave, floaters or Jury Duty fall on his/her regular scheduled work days, then the employee will be paid twelve (12) hours pay at his/her regular straight time rate for the leave.

#### 27.05 Vacation

When an employee is on vacation, a vacation or a vacation week will conform to the hours of work that the employee is scheduled to.

The parties agree that any employee who has pre-approved vacation and moves to the 24/7 schedule shall keep their booked vacation for the 24/7 schedule.

# 27.06 General Holidays

For each holiday provided for in Article 17, that an employee works, the employee shall have the choice to receive the pay or equivalent time off with pay (floating holiday) at their straight time hourly rate; the holiday to be arranged at a time suitable to the employee and the Company. The floating holiday must be scheduled within one year from date earned. When the holiday is requested seven (7) days in advance, the payment of overtime shall not be a factor in the granting of the floating holiday. The employee is restricted to using this clause two (2) times in a calendar year.

Regular (including probationary employee) employees shall receive, subject to Clause 17.03, for each of the general holidays and floaters, twelve (12) hours pay at straight time, calculated at his/her regular classification rate.

#### 27.07 General Provisions

- (a) The company will give the union a two (2) week notice prior to implementation of this rotation.
- (b) Once implemented, the Company shall maintain this rotation for a period of one hundred and twenty (120) days.

- (c) It is understood the Company reserves the right to operate any and/or all pieces of equipment or operations on this rotation.
- (d) Shift premiums will be as follows: no premium for the 7:00-19:00 shift but a \$1.20/hr premium for the 19:00-7:00 shift.
- (e) To use bank time for sick days, an employee will be required to use 12 hours of bank time if on a 7-day schedule. During any transition from one schedule to another, if any employee has less than 12 hours banked, the company will grant payout of the banked hours the employee has.
- (f) Postings will be put up to accommodate a 7 day shift schedule as required.

# 27.08 Collective Agreement to Apply

All other terms, rights or benefits provided for in the collective agreement shall apply to employees on the 24/7 schedule unless identified as different in this article.

# **ARTICLE 28 - GENERAL PROVISIONS**

#### 28.01 Bulletin Board

A locking glass Union Bulletin Board will be supplied by the Company for Union notices. All notices will be filed with the Company at the time of posting. If such notices are to be deemed defamatory or libelous by the company, they will be removed.

#### 28.02 Removing Company Property

Materials which are Company property shall not be removed from the premises unless covered by a written authorization from the Plant Manager, Shift Co-ordinator, or Maintenance Staff.

#### 28.03 Technological Change

- (a) Automation Technological Change
  - i. The Company will advise the Union as soon as possible and in any case not less than ninety (90) days before the introduction thereof, of any technological changes or automation which the Company has decided to introduce, that will result in significant changes in the employment status of employees.
  - ii. An employee who is permanently set back to a lower paid job because of technological change or automation, will receive the rate for his/her permanent job at the time of the setback for a period of three (3) months, and for a further period of three (3) months, he/she will be paid an adjusted rate which will be midway between the rate for his/her permanent job at the time of the setback and the rate for his/her new permanent job. At the end of this six (6) month period, the rate for his/her new permanent job will apply.

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- iii. When paragraph (i). is implemented there will be a review of the rates and/or crewing. When a function has been substantially changed or a new function or new responsibility is added, a revised or new rate will be established in accordance with Article 24.06.
- iv. The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures as early retirement, retraining, and transfer to other existing jobs will be considered where seniority and ability warrant such consideration.
- (b) Where a displaced employee proves unsatisfactory during the training and trial period, the employee shall be entitled to displace junior employees as provided herein.
- (c) Employees whose position is permanently discontinued shall be entitled to displace junior employees in comparable paid or lower paid jobs provided they meet the requirements of Article 15.03 and 15.04. Employees displaced by the senior employee may similarity displace junior employees but in no case shall there be more than three displacements of employees by utilizing seniority.

#### 28.04 Posted Policies

Company Rules and Harassment Policy will be posted where all employees have access to them, all employees will be given a copy of both these documents annually. These documents will not change the terms of the Collective Labour Agreement.

# 28.05 Students

Students will only be employed between April 15th and September 15th of each year. Students will only be offered weekend overtime if insufficient employees volunteer to work. Full right for overtime continue to apply during the week. The Union will be notified of the students who are hired as a summer student under this Agreement.

#### **ARTICLE 29 - HEALTH AND SAFETY**

#### 29.01 Machine Standards

The Company will keep the Union informed of any changes of machine standards.

#### **29.02 Safety**

(a) Employees are not expected to operate with unsafe equipment or under unsafe working conditions. Employees are expected to report immediately any unsafe equipment. (b) The Union and the Company undertake to promote safety education among all employees in an effort to overcome accidents.

# 29.03 Safety Committee

- (a) The Union will endeavour and actively promote the safety committee with the end goal of having five (5) full-time employee representatives and five (5) alternate members which would represent the various departments in the plant.
- (b) The Local Union and the Company shall cooperate in selecting one or more safety committees which shall meet at least once a month to consider all safety problems.
- (c) The Safety Committee as established in Subsection (b) above shall recommend safety programs and procedures which shall be given every consideration by the Management.

#### 29.04 Safety Shoes

Safety shoes will be worn by all employees as a condition of employment. (Exception: individuals with a documented medical condition).

The Company will contribute one hundred and seventy-five dollars (\$175) per year towards the purchase of one (1) pair of safety ankle boots (as well as any needed laces and inserts) for each employee. For each contract year that the employee does not purchase safety shoes to the following maximums below, carryover can only be done in the full increment of one hundred seventy-five (\$175) dollars.

First year - one hundred and seventy-five dollars (\$175)

Two years - three hundred and fifty dollars (\$350)

Employees who leave the Company for any reason before completing forty (40) worked days will reimburse the Company for the full amount spent for safety shoes on his or her behalf.

# 29.05 Safety Glasses

Standard Industrial safety glasses will be supplied to employees who find it necessary to wear prescription glasses while performing their jobs. The procedure for supply will be:

- i. The Plant Committee will select supplier.
- ii. Dispensing fee is employee's responsibility.
- iii. Prescription fee is the employee's responsibility.
- iv. The employee may attend the Doctor of his/her choice.
- v. The frame and lenses may be upgraded at the employee's own expense.
- vi. The Plant Committee will provide the requisition form with the styles available to the employee before he/she goes to the supplier.
- vii. This benefit will be available no more than once every two years.

#### 29.06 First Aid Premium

A First aid premium of one dollar and ten cents (\$1.10) per hour will be paid to designated first aid attendant and alternate on shift. The Company reserves the right to use Shift Supervisors as an alternate. Qualified employees will be rotated weekly through the first aid attendant and alternate positions as to provide equal access to the first aid premium, when possible.

#### 29.07 Coveralls

Coveralls will be supplied as follows:

Corrugator:

Singleface Operator – 5 pairs Doubleback Operator - 5 pairs Clamp driver - 5 pairs Baler Operator – 5 pairs

Maintenance:

Industrial Mechanic - 13 pairs Electrician - 7 pairs Power Engineer - 7 pairs.

Spare coveralls will be available to employees requiring their use on a temporary as needed basis (e.g., machine clean up, painting, & 5s cleaning projects).

# 29.08 Alberta Occupational Health and Safety Act

The parties agree that the Alberta Occupational Health and Safety Act shall be followed and adhered to as per their design and legal format as a minimum position in this collective agreement unless agreed to in a greater or enhanced form elsewhere in this collective agreement.

#### **ARTICLE 30 - SKILLED TRADES**

#### 30.01 Skilled Trades Classifications

Skilled Trades for the purpose of this agreement shall be the following job classifications, the parties agree to add any other trades employed by the company and recognized by the Province of Alberta:

Electrician
Industrial Mechanic

#### 30.02 Tradesperson Apprenticeship Training Program

- (a) The purpose of the program is to develop competent Tradespeople.
- (b) Apprentice candidate selection shall be filled in accordance with Article 15.03 (b) and (c). Each applicant will be given an aptitude test. Seniority shall be the deciding factor among candidates who exceed the minimum required score established by the Company.
- (c) The minimum period of apprenticeship training shall conform to the terms of the Apprenticeship Act including both the prescribed technical and practical training.
- (d) All provisions of the Labour Agreement shall be applicable to apprentices in the program.
- (e) Apprentices hired with previous training may be placed into the training program at a level determined by the Joint Union-Management Committee, with advice from the Apprenticeship Branch.
- (f) Under the program, apprentices will receive rates as per Schedule "A" of the Collective Agreement. Progression through the schedule of rates is subject to successful completion of prescribed theoretical training, practical training and tests. The schedule of rates applies on date of qualification or as otherwise provided for in item (j).
- (g) The purpose of the Joint Union-Management Committee will be to develop and supervise the procedures required to carry out the intent of the program as agreed to. The committee when dealing with any trades issues shall consist of at least one (1) trades employee as chosen by the Union. The Committee will also carry out the following duties:
  - i. The Company to establish in-plant training programs to support the training syllabus and 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.
  - ii. Set standards for entry into the Apprenticeship Program that are consistent with the Standards recommended by the Apprenticeship Branch.
  - iii. Carry out periodic reviews of training program.
  - iv. See that the required practical tests are carried out in cooperation with the Apprenticeship Branch.
  - v. Determine the tool requirements by years of training.
  - vi. 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/her requirements of time service.
- (h) 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 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 his/her removal from the program. Employees who are removed from the program will be offered an entry job in keeping with their plant seniority.

#### (i) Schedule for Training for Apprentices

- Successful applicants will be assigned as a probationary employee for a three (3)
  month period. During the probationary period he/she shall be paid the rate of the
  first year apprentice.
- ii. On successful completion of the probationary period, the probationer shall be classified as a first year apprentice. If the employee is unsuccessful then the employee will return to his previous position.
- iii. During each year of apprenticeship he/she shall work at the trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.
- iv. Upon the successful completion of his term of Apprenticeship and receipt of his Certificate of Apprentice, issued by the Provincial Apprenticeship Committee, the Apprentice shall be designated as a certified Journeyperson at the regular hourly rate for a Journeyperson Industrial Mechanic.
- v. If any of the work periods 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/she successfully passes the examinations. Retroactivity will not apply where re- testing is necessary.
- (j) While attending an approved Vocational School, the Apprentice will receive from the Apprenticeship Branch 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/her employer an allowance comprised of the difference between his/her 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 (i).

# (k) General

- i. The Company agrees to develop and provide a program of on-the-job training, which shall include doing jobs of gradually increasing skills consistent with the Apprentice's training and ability.
- ii. 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 Committee.

#### 30.03 Trades Certifications and Licences

The Company agrees to continue the current policy of payment for renewal of Licences or certification for the Skilled Trades and Power Engineering employees, upon presentation of a receipt.

#### **ARTICLE 31 - RATES OF PAY**

# 31.01 Retroactivity

Wages will be paid retroactive to March 7, 2018 for all employees present and past on the payroll as of ratification. No other condition or term is subject to retroactivity. All benefits, unless otherwise specified, other than wages shall begin upon ratification by the Union and the Company.

## **31.02** Wages

The Wages section of the collective agreement incorporates Schedule "A".

Year one (1) retroactive to expiry – all wages and classification rates 2% plus 300 Lump Sum

Year two (2) – all wage and classification rates 2%

Year three (3) – all wage and classification rates 2%

Year four (4) – all wage and classification rates 2%

# 31.03 Step Rates

Effective August 1, 2014

Step Rates: 36 Months

Time from Date of Hire	Step Wage Rate
0 - 12 Months	70% of the rate of the respective rate
13 - 24 Months	80% of the rate of the respective rate
25 - 36 Months	85% of the rate of the respective rate
37 Months and Greater	100% of the rate of the respective rate

Trades, Power Engineers are excluded from this training grid.

#### **ARTICLE 32 - DURATION OF AGREEMENT**

#### 32.01 Effective Date and Modification

This Agreement shall become effective as of the 7th day of March, 2018 and shall continue in full force and effect until the 6th day of March, 2022 and shall be automatically renewed on a year to year basis unless notice in writing of modification is given by either the Company or the Union to the other during the period sixty (60) to one hundred twenty (120) days immediately prior to the expiry date. The retroactivity will apply to wages only. The collective agreement remains in full force and effect during the entire negotiation and or mediation period and until a new agreement is bargained and ratified unless a strike or lockout occurs.

#### 32.02 Initial Meeting and Time Limit Extension

The initial meeting in negotiations shall be held within thirty (30) days after the notice of modification has been given. Pending the conclusion of negotiations, this Agreement shall remain in full force and effect. The above time limits may be extended by mutual agreement.

# 32.03 Terms of Agreement

Forty-eight (48) months from March 7, 2018 to March 6, 2022.

# **SCHEDULE "A"**

Effective March 7th, 2018

# **ENTRY LEVEL / GENERAL**

March - March	2018-19	2019-20	2020-21	2021-22
Chargehand	33.68	34.35	35.04	35.74
Safety and Quality	31.11	31.73	32.36	33.01
Technician				
Piler	29.25	29.84	30.44	31.05
Bundler	29.25	29.84	30.44	31.05
Stock Mover	29.25	29.84	30.44	31.05
Base Rate	26.39	26.92	27.46	28.01
Student Rates	22.66	23.11	23.57	24.04

# **CONVERTING DEPARTMENT LINE II**

March - March	2018-19	2019-20	2020-21	2021-22
Post Gluer Operator	32.06	32.70	33.35	34.02
Operators	31.57	32.20	32.84	33.50
Bobst Operator	31.57	32.20	32.84	33.50
Waxer Operator	30.60	31.21	31.83	32.47
Post Assistant	30.55	31.16	31.78	32.42
Bobst - 2nd Man	30.18	30.78	31.40	32.03
Post Counter	30.10	30.70	31.31	31.94

# **CONVERTING DEPARTMENT LINE I (Flexo & Rotary)**

March to March	2018-19	2019-20	2020-21	2021-22
Operator	32.52	33.17	33.83	34.51
2nd Man	30.60	31.21	31.83	32.47

# **DIE DEPARTMENT**

Die Mounter (Dual)	32.24	32.88	33.54	34.21
Die Mounter (Single)	31.94	32.58	33.23	33.89
Back up die mounter	31.94	32.58	33.23	33.89

# **CORRUGATOR DEPARTMENT**

March - March	2018-19	2019-20	2020-21	2021-22
Knife Tender	32.74	33.39	34.06	34.74
Operator	32.52	33.17	33.83	34.51
Roll Clamp Operator	31.88	32.52	33.17	33.83
Double Back	31.64	32.27	32.92	33.58
Warehouseperson	31.32	31.95	32.59	33.24
Bottom Stacker	30.98	31.60	32.23	32.87
Slitter Operator	30.60	31.21	31.83	32.47
Top Stacker	30.14	30.74	31.35	31.98
Back up	30.14	30.74	31.35	31.98
Baler	30.14	30.74	31.35	31.98
Smart Car	30.14	30.74	31.35	31.98

# **SHIPPING DEPARTMENT**

March – March	2018-19	2019-20	2020-21	2021-22
Shipping Planner	33.29	33.96	34.64	35.33
Head Shipper	33.04	33.70	34.37	35.06
Fork Truck Operator	30.83	31.45	32.08	32.72
Palletizer Operator	30.37	30.98	31.60	32.23

# **POWER ENGINEER / ADHESIVE DEPARTMENT**

March – March	2018-19	2019-20	2020-21	2021-22
Chief Engineer/Adhesive	38.35	39.12	39.90	40.70
4th Class Power Engineer/Adhesive	37.08	37.82	38.58	39.35

# **MAINTENANCE (Industrial Mechanic Journeyperson)**

March – March	2018-19	2019-20	2020-21	2021-22
Head Industrial Mechanic / Dual ticket	41.03	41.85	42.69	43.54
Head Industrial Mechanic	40.43	41.24	42.06	42.90
Industrial Mechanic / Dual ticket	39.48	40.27	41.08	41.90
Industrial Mechanic	38.88	39.66	40.45	41.26

# **MAINTENANCE (Electrician Journeyperson)**

March – March	2018-19	2019-20	2020-21	2021-22
Head Electrician / Dual ticket	41.03	41.85	42.69	43.54
Head Electrician	40.43	41.24	42.06	42.90
Electrician / Dual ticket	40.52	41.33	42.16	43.00
Electrician	39.92	40.72	41.53	42.36

# **APPRENTICES**

4th year apprentice	35.08	35.78	36.50	37.23
3rd year apprentice	32.90	33.56	34.23	34.91
2nd year apprentice	32.01	32.65	33.30	33.97
1st year apprentice	31.62	32.25	32.90	33.56

#### Letter of Understanding #1 - Harassment Policy

Following ratification of the agreement a joint committee will be convened with three (3) members chosen by each side to revise and agree to changes in the Company Harassment Policy. Such changes will include wording and joint committee.

#### **Letter of Understanding #2 - Art 19.05 Hours of Work**

(b) To be discussed as needed at PLT with company and plant committee.

# <u>Letter of Understanding #3 – Charge Hands</u>

The parties recognize that the conduct of employees filling the Change Hand role has been contentious with the Union and has been raised at bargaining as an issue.

To resolve these issues the parties agree that all Charge Hands will be provided with company paid training for interpersonal skill development and a meeting with the Union regarding Union expectations and treatment of employees.

Should problems arise with the conduct of Charge Hands, the Union and or membership shall raise the problem with Management who shall convene a meeting with the Charge Hand and Union.

#### **Letter of Understanding #4 – Safety and Quality Technician**

The Union and Company will meet to discuss the duties and responsibilities of the Safety and Quality Position.

#### <u>Letter of Understanding #5 – Apprenticeship</u>

The parties agree to discuss the need to activate the Apprenticeship program by December 31, 2018

#### <u>Letter of Understanding #6 – Shift Schedules</u>

The Company and the Union will agree to three shift schedules for the 7 day rotation by June 1, 2018

#### **Red Circling**

Employees holding permanent positions at a higher rate of pay than the posted rate for their position will maintain the higher rate until such time as the posted rate catches up to the employee's current rate.

# **Black Circling**

Employees holding permanent positions at a higher rate of pay prior to the date of ratification will maintain the higher rate until such time as the employee vacates their position.

# **Black Circling Corrugator**

Grandfather current single face operators (see memorandum for employees). Furthermore should the above mentioned employees not be able to move up or should they choose to not move up they will be permitted to "freeze" in the single face operator position.

As well, for the length of the contract the Company will pay the "black circled" single face operator rate when designated employees (see memorandum for employees) are scheduled to relieve the single face operator position.

Signed at Calgary, Alberta this 29th Day of August, 2018

For Cascades Containerboard Packaging a division of Cascades Canada ULC.:

For Unifor Local 539:

