

LABOUR AGREEMENT

Between:



South Foot of Garden City Road

Richmond, British Columbia

And:



July 1, 2021 to June 30, 2025

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Crown Packaging & Local 433 Collective Agreement July 1, 2021-July 30, 2025

THIS AGREEMENT made this 19th Day of May 2022

BETWEEN

CROWN PACKAGING

SOUTH FOOT OF GARDEN CITY ROAD

RICHMOND, BRITISH COLUMBIA

(Hereinafter referred to as the Company)

PARTY OF THE FIRST PART

AND

UNIFOR

LOCAL 433

(Hereinafter referred to as the Union)

PARTY OF THE SECOND PART

SECTION 1

GENERAL PURPOSE OF AGREEMENT

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

SECTION 2

MUTUAL RESPONSIBILITIES

1. Standing Committees shall be maintained in the following manner:
 - a. The Company shall appoint a Company Standing Committee of four (4) individuals, which shall represent the Company.
 - b. The Union shall select from its membership a Union Standing Committee of four (4), which shall represent the Union for the purposes stated in this agreement.
2. Joint Standing Committee
 - a. To further enhance the spirit of Section 1 of the collective agreement, the Company and the Union agree to a Joint Standing Committee meeting to be held on the third Tuesday of every month. In the event that the Parties are unable to meet on the third Tuesday the meeting shall be rescheduled to a mutually agreed time, within two weeks of the original meeting.

Should there be no issues to be discussed the meeting may be cancelled by mutual agreement.
 - b. Payment of Representatives on Union Standing Committee
 - (i) The general principle to be followed is that no employee's normal earnings shall be reduced by virtue of their attendance at a Standing Committee meeting.
 - (ii) Employees attending meetings called while they are on duty will be paid for the time in attendance providing a meeting does not extend past the end of a shift.
 - (iii) If it does extend past the end of the shift, no allowance is made for such additional time.
 - (iv) Employees attending meetings during their time off will not be paid.

- (v) The Company will afford reasonable time to the Union Standing Committee to prepare for meetings with the Company.
 - (vi) The Company agrees to provide the Union members of the Standing Committee and the Union members of the JOHSC access to a scanner/copier/printer for the purposes related to the respective committee's work. This would be done in conjunction with the prep time for JOHSC and the allotted prep time for the Standing Committee.
3. It is recognized by this agreement to be the duty of the Company to explain fully the terms of this agreement to all its Officers, Supervisors, and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this agreement.
 4. It is agreed that every employee covered by this agreement will perform their work to the best of their ability, to the end that the highest possible productivity of the plant be accomplished, that the profitable operation of the plant be continued and full-time employment of the Union membership maintained.
 5. Union Standing Committee members may be granted a maximum of up to ten (10) minutes per shift, during working hours without loss of pay to attend to union business, provided that they first obtain permission from their Supervisor (not to be unreasonably withheld) and provided that it does not impede the operation. Where the Union business is expected to last more than ten (10) minutes it shall be dealt with during breaks.

SECTION 3

RECOGNITION

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

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

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

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

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

SECTION 4

CHECK-OFF

The Company shall remit to the Union not less often than once each calendar month, amounts deducted from employees' wages in respect of initiation fees, regular monthly dues and duly authorized Union assessments, pursuant to an assignment executed by individual employees on the Union Membership Application Card. In all cases, remittance by the Company shall be received by the Local Union no later than the 20th of the month after which the monies were collected/deducted.

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

SECTION 5

TERM OF AGREEMENT AND CHANGES IN AGREEMENT

1. Term of Agreement:

This agreement shall be in effect from midnight June 30, 2021 to midnight June 30, 2025, and thereafter from year to year subject to the conditions as set out in subsection 2 to 6 which follow.

2. Labour Relations Act:

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

3. Notice of Re-opening:

This agreement may be opened for collective bargaining as to changes as follows. Either Party desiring any change shall mail to the other Party notice in writing, by registered mail, on or after March 1, 2025, but in any event not later than midnight June 30, 2025, that a change is desired, and if no such notice is given by either Party on or after the said June 30th, the earliest time at which such notice may be given by either Party is the corresponding period in the following year. All notices given under the provisions herein on behalf of the Union shall be given by the President of the Union (or their Representative) and similarly notices on behalf of the Company shall be given by the president of the Company (or their Representative).

4. Collective Bargaining:

If notice of desire for changes has been given in accordance with subsection 3. above, the Parties shall, as soon as agreeable to the Parties following such date of notice, meet for collective bargaining, the Company being

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represented in such negotiations by a bargaining committee appointed by the Company, and the Union being represented by a bargaining committee selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the Parties to this agreement. If such negotiations cannot be completed prior to the July 1st following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to the said July 1st.

5. Termination:

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

6. Successorship:

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

7. Name Change:

Should the Company change the name of the operation, the Company will notify the Union in writing and provide the Union with a copy of the name change document provided to the relevant Provincial and Federal regulatory body (or bodies), within 30 days of the registration of the new name.

SECTION 6

NO INTERRUPTION OF WORK

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

SECTION 7

HOLIDAYS

1. The following shall be the recognized paid holidays:

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

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Labour Day	24 hours
Thanksgiving Day	24 hours
Remembrance Day	24 hours
Christmas Eve	24 hours
Christmas Day	24 hours
Boxing Day	24 hours

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

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

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

Should the BC Government declare a new Statutory Holiday(s) that is recognized by the BC ESA, that day will be observed as a paid holiday as per this section.

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

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

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

2. Employees who are scheduled to work the afternoon shift on New Year's Eve will be permitted to take deferred overtime, one (1) day's vacation, or a leave of absence. If an employee would prefer to work day shift rather than the above options, the Company will endeavour to accommodate their request.
3. In addition to any other compensation earned, any employee who is on the payroll of the Company on the holidays recognized in paragraph 1. of this section will be granted eight (8) hours pay at the straight time rate of the employee's regular job or the job they are performing at the time, whichever

is greater, subject to compliance with all conditions a., b. and c. set forth below:

- a. The new employee must have been on the payroll for not less than the thirty (30) consecutive days just preceding the holiday, and
 - b. The new employee must have worked a minimum of one hundred sixty (160) hours during the last period of their employment prior to the holiday, and
 - c. Every employee must have worked their scheduled workday before, and their scheduled workday after, such holidays, unless failure to work their scheduled workday before or after the holiday was due to any of the following events:
 - i) When the employee is on their regular authorized paid vacation.
 - ii) When the employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board or their absence was due to a bona fide sickness or accident.
 - iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision of Management and which curtailment or discontinuance changes or eliminates the employee's scheduled workday before, or their scheduled workday after, such holiday, however, an employee shall not be granted payment for a holiday or holidays unless they have actually worked at least one (1) day during the thirty (30) days just preceding any given holiday and at least one (1) day during the thirty (30) days immediately following such holiday.

If an employee who would otherwise qualify is recalled and is unable to report for work because of bona fide non occupational accident or illness they shall nevertheless be granted payment for such holidays falling within the thirty (30) days immediately preceding the date of first recall. Any other employee recalled by reason of the above employee's inability to report for work and who is unable to report due to illness or non occupational injury will not receive holiday pay.
 - iv) When a trade in shifts agreed upon between employees and approved in advance by Management results in a temporary change of the scheduled workday before, or the scheduled workday after, the holiday, provided the employee works the shift agreed upon.
4. It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if:

- a. They have agreed to work on such holiday as provided in subsection 1., a. and 1., b. of this section and fails or refuses to work, except in the case where bona fide sickness, or other bona fide reason approved by Management prevents them working on such holiday.
 - b. They have not actually worked at least one (1) day during the ninety (90) days just preceding the holiday.
5. When a statutory holiday falls within an employee's scheduled vacation the corresponding vacation day(s) shall be deferred.

SECTION 8

HOURS OF WORK

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

- b. i) The hours of work will be:

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

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

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

- ii) The hours of work for shift workers on continuous machine operations, consisting of the Corrugator, Steam Plant, Gummer, Operator and Helper, 611 and 612 Presses and Waste Controller will be:

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

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

- iii) Both Parties of this agreement recognize that certain exceptions in regular hours of work or, type of schedule (i.e. continuous or regular) may be necessary in particular jobs to ensure continuity of production or shipment of goods. Such cases shall be by mutual agreement between the Union and the Company.
- iv) Except for employees on continuous operations, there shall be two (2) ten (10) minute paid rest periods during the designated day shift and the designated afternoon shift at a time designated by the Company.

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

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

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

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

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

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

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

Employees assigned to provide relief will provide relief in any area of the plant as required. Employees who have signed off must move up the line of progression to provide relief for breaks; however, employees who can verify that they have a legitimate medical sign off will not be required to

move up. Employees moving up to provide relief temporarily during a shift will be paid the higher rate for those hours actually worked at the higher rate.

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

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

- c. The hours of work for employees on run through will be:

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

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

SECTION 9

DEFINITIONS

Wherever used in this agreement:

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

SECTION 10

DAYS OFF AND SCHEDULE OF SHIFTS

- 1. The Employer will as far as practical designate regular, periodic, days off for each regular employee and will not change such designation without at least forty eight (48) hours' notice to the employee. The employees may, as far as practical, change their day or days off or shift by mutual arrangement with the Supervisor and the Shop Steward of the department concerned. In the case of ALL WORKERS, overtime shall be paid if less than forty eight (48) hours' notice is given.

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

SECTION 11

REQUEST FOR LIGHT DUTY

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

1. A request for light work shall be submitted in writing to the department Superintendent.
2. The request shall be substantiated by a physician's certificate.
3. A copy of the request and the physician's certificate shall be forwarded to the Union Standing Committee by the Vice President of Human Resource.
4. The request will be discussed by the Vice President of Human Resources and the Chairman of the Union Standing Committee.
5. Requests which are granted shall not exceed thirty (30) days. However, extensions of substantiated requests are not precluded.

6. When a dispute exists with an employee who is assigned light duties, approved by their doctor, following an occupational accident or illness, the Union plant Chairman shall be advised immediately.

SECTION 12

ALLOWANCE FOR FAILURE TO PROVIDE WORK

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

SECTION 13

MINIMUM CALL FOR EMPLOYEES

1.
 - a. Any employee required to report for work after they have completed their designated shift shall receive two (2) hours' call time at the straight time day rate plus actual time worked
 - b. Any employee required to report for work on their designated day off shall receive two (2) hours' call time at the straight time day rate except that such call time shall not be payable when notification has been given during their first shift preceding the work involved.

It is understood and agreed that the term 'first shift preceding the work involved' means a shift worked during the normal Monday-Friday work week.
 - c. In cases where an employee has agreed to work overtime and it is cancelled due to an overtime canvassing error the employee shall receive two (2) hours' pay at straight time.

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

SECTION 14

STARTING AND STOPPING OF WORK

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

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

then the employee shall complete the extra shift. If a worker is required to work a sixteen (16) hour shift, this would be recorded on the "Hourly Employee Statistic sheet"

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

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

SECTION 15

DISCIPLINARY ACTION

The Company has the right to discipline or discharge employees for just cause. The Parties agree to adopt the principle of progressive discipline. In applying this definition, the Employer will be fair, consistent, and objective in imposing discipline, will include employees in the process of improvement and will document their actions and decisions properly.

Discipline will be processed under three separate branches:

1. Job Performance

Discipline under this branch may include items, such as: quality issues, productivity, insubordination and insolence. Discipline under this category will be progressed gradually as per past practice.

2. Attendance

In order to establish if discipline is warranted under this branch the Employer agrees to determine if the absence is culpable or non-culpable as per Company policy. This may be as simple as confirming a late arrival through a time clock or more complex with interviewing employees and reviewing documents. Discipline under this category will be progressed gradually as per past practice.

3. Safety Violations

Discipline under this category will be progressed gradually as per past practice.

SECTION 16

CORRECTIVE ACTION PROCESS

Where in the opinion of the Company, discharge is not appropriate, corrective action will be applied. A meeting will be held with the employee to review the circumstances of the situation to determine the degree of disciplinary action to be taken. The Employer will notify the employee of the allegations as soon as it is prepared to present them. A Shop Steward will be in attendance.

1. Verbal Warning:

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

2. Written Warning:

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

3. Suspension:

a. Before Management makes the decision to issue a disciplinary suspension to an employee, the Department Manager and the Vice President of Human Resources will discuss the situation with the available members of the Union Standing Committee.

The Employer will provide the Union Standing Committee with a summary of the Employer's investigation (which will also include copies of any relevant documents) and afford the Union Standing Committee a reasonable period of time to speak with the employee.

If the Union Standing Committee obtains new information from the employee after speaking with them, the Employer and the Union Standing Committee may consider that new information in their discussions before the Employer makes its decision regarding discipline.

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

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

c. Following Management's issuance of the disciplinary suspension, the Chairman of the Union Standing Committee will review the case with the Vice President of Human Resources, and then the Union Standing Committee will meet with the employee in an effort to assist them in correcting their problem.

4. Discharge:

- a. Before Management makes the decision to discharge an employee, the Superintendent and the Vice President of Human Resources will discuss the situation with available members of the Union Standing Committee.

The Employer will provide the Union Standing Committee with a summary of the Employer's investigation (which will also include copies of any relevant documents) and afford the Union Standing Committee a reasonable period of time to speak with the employee.

If the Union Standing Committee obtains new information from the employee after speaking with them, the Employer and the Union Standing Committee may consider that new information in their discussions before the Employer makes its decision regarding discipline.

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

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

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

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

In cases involving suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and not used after that period provided no other discipline has occurred during that time. Sunset clauses will be held in abeyance for those employees who are not at work due to personal leave of absence.

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

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

SECTION 17

BULLETIN BOARDS

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

SECTION 18

SAFETY

1. RIGHT TO REFUSE UNSAFE WORK

- a. Employees and the Company are to comply with established accident prevention rules. Employees are expected to report immediately any unsafe equipment or condition. Employees will not be expected to operate with unsafe equipment or under unsafe working conditions. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline.

- b. Process

STEP 1: If an employee discovers what they consider to be an unsafe working condition, they should report the unsafe condition to their Supervisor. The reporting of this will be documented on the "safety concern report" and reviewed at Main Safety.

STEP 2: Failing a satisfactory solution, the employee will be told by the Supervisor of their rights to raise the concern with their main safety Representative. The employee should then contact their area main safety Representative and both should immediately discuss the situation with the department manager. A record of this discussion and those involved will be included with the "safety concern report" that was initiated in Step 1

STEP 3: Failing a satisfactory solution, the employee and area main safety Representative should then contact the Director of Operations and/or the division Vice President of Human Resources who will immediately arrange a meeting for the employee and their area Representative with the Manager Richmond Operations and a Representative of the Union Standing Committee to discuss and finalize the situation.

STEP 4: If the investigation at this point does not resolve the matter, the Company will immediately notify a W.C.B. officer, who must investigate the matter without undue delay and issue whatever orders are deemed to be necessary.

STEP 5: If these steps fail to produce a satisfactory solution, the matter may then be taken up under the adjustment of complaint clause.

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2. A member of the Union Standing Committee, or in their absence a Shop Steward, will accompany a Management Representative and Workers' Compensation Board inspectors on plant inspections.

3.

- a) The Company agrees that the Unifor Local 433 Business Agent will be permitted to attend main safety meetings with voice and no vote. The Company further agrees to discuss the possibility of inviting the Unifor Local 433 Safety Committee Liaison to future JOHSC meetings.

- b) There will be fifteen (15) minutes of paid time in advance of the monthly Joint meetings for the Union members of the JOHSC to meet on their own.

The main safety committee shall consist of equal representation chosen by the employees and management respectively. This committee shall meet once every month. Its function shall be to assist management in creating a safe place to work and to recommend to management, actions which will assist in improving the effectiveness of the accident prevention program.

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

4. A Union member of the Safety Committee will be present for all accident investigations. For the preliminary investigation, In the absence of the Safety Committee member, another Union Representative will be selected, in the following order of preference: 1. A member of the Standing Committee, 2; a previous JOHSC member, or 3; a Shop Steward present, or in their absence, As a last option, a senior member (no less than ten (10) years of seniority) of the department will be present. In all accident investigations, a form to provide basic guidelines will be provided to the Union Representative. This document will be developed between the Local Union and the Company within ninety (90) days of ratification of this agreement. The Company agrees to post and provide training for alternate JOHSC members.

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

5. Employees with more than one (1) year of Company seniority will be provided an allowance of up to one-hundred and fifty (\$150.00) dollars per calendar year to purchase CSA approved safety footwear. This allowance may be banked to be used in future years to purchase such footwear. In addition, this allowance may be used to purchase winter jackets, insulated coveralls, at the discretion of the employee.

SECTION 19

SENIORITY

1. Principle:
 - a. In promotions, demotions, layoffs or recall from layoffs, other things being equal, the principles of seniority will govern.
 - b. In selecting apprentices, other things being equal, the principles of seniority will govern in differentiating between employees who successfully meet the established standards.
 - c. Other things being equal, the principles of seniority will govern in differentiating between employees who successfully meet the established standards.
 - d. In case of disagreement, the procedure as outlined in Section 23 - Adjustment of Complaints shall apply.
2. Probationary Employees:
 - a. An employee will be considered probationary until an employee has been on the payroll of the Company for ninety (90) calendar days, or until they have accumulated sixty (60) working days in a one hundred and eighty (180) calendar day period.

No person will be considered a probationary employee more than once without the mutual agreement of the Company and the Union.

The Company agrees to provide to the Union, with a copy to the probationary employee, a written report on the progress of the probationary employee upon thirty (30) days of employment, and every thirty (30) days thereafter until the completion of the probationary period. This probationary period may be extended by the Company for an additional forty-five (45) accumulative calendar days. Prior to an employee's probationary period being extended, the Union Standing Committee and the employee will be informed, and will be provided with written reasons for the extension.
 - b. A probationary employee in any department (presently consisting of box, converting, transportation department and maintenance) will be laid off in order of department seniority and will not move from department to department on the basis of seniority during a layoff.
 - c. In the event of layoff, a probationary employee will be terminated. A probationary employee who is terminated and recalled will receive credit for each period of employment in calculating their ninety (90) day probationary period, and at the completion of the probationary period, their plant seniority will be adjusted to ninety (90) days prior to completion.

- d. A probationary employee's department seniority date shall be established as the last day of their probationary period and in the department where they are working at that time.
- e. An employee cannot sign into an area (Line of Progression) until they have completed their probationary period.

3. Job Postings:

- a. Whenever Management decides to fill a job opening which is not included in a progression ladder, the job will be posted for fifteen (15) calendar days. Should a situation arise making this time period impracticable, the matter will be discussed and resolved at Standing Committee.

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

In the event more than one (1) applicant posts for an opening and the employee selected returns to their former position as per subsection b., the posting will remain valid for one further selection.

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

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

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

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

- i) as their new job is considered to be permanent, or

- ii) They have worked four (4) months at their new job within any six (6) months.

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

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

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

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

- i) Beginning in 2023, the Transportation department will cease having relief positions. All workers holding relief posting in the Transportation department will be given the option of entering into the Transportation department or returning to their "home" department with no loss of seniority.

4. Guidelines:

a. Definitions:

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

b. Transfers:

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

- iii) An employee transferred to another line of progression within a department will forfeit previous line of progression seniority after thirty (30) calendar days, subject to 3. b. above.

c. Promotions:

- i) Employees in a department labour pool will be canvassed, in order of department seniority, to accept training to fill future vacancies on the first job in a line of progression.
 - (a) If no employees accept the training assignment, the job will be posted for plant bidding.
 - (b) The applicant accepted for the training job will replace the junior employee (department seniority) in the department labour pool.
- ii) In the event of a vacancy in the first step job in a line of progression, the senior employee (department seniority) in the department labour pool shall be promoted if they accept training and is competent.
- iii) In the event of a vacancy in a line of progression above the first step job, the senior (job seniority) employee on the job preceding the vacancy shall be promoted if they have previously accepted training and is competent.
- iv) An employee must accept assignment to fill temporary vacancies in their line of progression except during short periods of physical disability.
- v) In the event seniority is not followed by scheduling a junior person ahead of a senior person in a line of progression, the Company will provide training to the most senior person to be moved up in the line of progression. The training will coincide with whenever the junior person begins working out of seniority.
- vi) An employee may "sign off" on a job only for a bona fide reason. The following process will be used for "sign offs" for any level in a line of progression:

An employee who signs off will fall to the job category immediately below the job category signed off. If there are already two (2) people signed off at that job category, then the junior person will fall to the next lower job category. Should there be two (2) people already signed off at this category, then the junior person would again fall to the next lower category. This process would continue until either there is a category with only two (2) sign offs or a person goes out of the line of progression.

- vii) All "sign off" requests shall be in writing and must be approved by the Union Standing Committee and the Company.
 - viii) An employee who "signs off" a job rate in a line of progression shall not be entitled to assignment to job rates equal to or above the job rate "signed off." Six (6) months must elapse before a "sign off" can be cancelled and upon cancellation, the employee will be placed at the bottom of the line of progression seniority list for promotion to the job rate previously "signed off" and as well as job rates above it. If an employee had established seniority on an equal or higher rated job before the line of progression was established, they shall retain seniority on that job regardless of the job's place in the progression ladder and regardless of "sign off" or cancellation of "sign off."
- d. Curtailments:
- i)
 - (a) Generally, employees will be laid off on a "last on, first off" basis; however, in situations where there is a lack of trained personnel to man the plant, the Company can keep a junior employee working while a senior employee is laid off subject to point (g) below.
 - (b) An employee in a line of progression will revert down the line to a job previously held to which their line seniority entitles them.
 - (c) An employee without sufficient line of progression seniority to remain on any job in the line shall revert to the department labour pool.
 - (d) An employee without sufficient department seniority to remain on a job in the department labour pool shall displace the junior employee (plant seniority), to whom they are senior, in the general labour pool providing they are capable of being trained within a reasonable period of time and, if hired after September 17, 1979, has not less than three (3) months' seniority.
 - (e) Employees must accept assignments to any department labour pool or general labour pool jobs, however physical limitations will be considered in making job assignments.
 - (f) An employee without sufficient plant seniority to remain in a job in the general labour pool will be laid off.
 - ii)
 - (a) An employee assigned to another department as the result of a curtailment shall not be entitled to use their seniority to obtain a higher rated job.

- (b) An employee reassigned to other departments or lines of progression as the result of a curtailment will not establish either department or line of progression seniority but will retain all seniority held at the time of the reassignment.
- (c) An employee assigned to another department or line of progression as the result of a curtailment who becomes entitled to return to their regular department or line of progression will be so assigned only at the start of the week.

e. Recall:

An employee, other than probationary, who is laid off, will be recalled in order of their plant seniority for any department having a vacancy. Employees are responsible to call in to find out if they have been recalled, as per the following:

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

f. General Labour Pool:

All Base Rated Jobs

All Cleanup Jobs

Box Department:

All Bundlers

All Offbearers

All Helpers

Load Mover

499 Downpiler Operator

IP Department:

All Helpers

662 Winder Helper

635 Roll Reconditioner

5. Laid Off Employees:

a. The following rules will apply to employees, other than probationary, who are laid off due to shortage of work:

i) An employee who requests and receives their vacation pay for the current period of employment shall be terminated. The request must be in writing and be co-signed by a member of the Union Standing Committee.

ii) Failure of an employee to report for work within one (1) week of notice to their last address reported to and received at the plant shall result in termination of their employment with the Company. Bona fide reason for failure to report shall not deprive an employee of their recall rights.

iii) Laid off employees shall retain their seniority on the following basis:

(a) An employee with less than one (1) year of continuous service shall retain seniority for six (6) months from the date of layoff.

(b) An employee with one (1) or more years of continuous service shall retain seniority for eighteen (18) months from the date of layoff plus two (2) additional months for each year of service up to an additional twenty-four (24) months.

iv) Laid off employees shall retain their M.S.P., E.H.B., Dental, Group Life and A.D. and D. coverage on the following basis:

(a) An employee with more than three (3) months but less than one (1) year's seniority will retain the above coverage for three (3) months while on layoff.

(b) An employee with one (1) or more year's seniority will have the above coverage continued for six (6) months while on layoff.

(c) Benefit plans in existence will be reinstated upon the employee's return to work.

6. Where a layoff results from a permanent partial plant closure or a temporary closure in excess of ninety (90) days, the Company will participate in a program of training or retraining for another job within the operation to facilitate the exercising of plant seniority, recognizing there will be limitations

where special qualifications are required. Phasing in arrangements to implement the program will be discussed by the Company and Union Standing Committee and shall be concluded prior to the date of closure.

7. Hourly Employees Transferred to Staff:

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

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

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

8. Summer Students:

It is agreed and understood that when temporary summer students are hired to supplement the regular work force for the purpose of vacation relief, they shall be designated as "temporary employees" for a term of employment that shall commence no earlier than March 15th, and shall not extend past October 15th. Summer students cannot apply for permanent status during their term of employment.

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

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

SECTION 20

JOB SECURITY

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

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

Step 1

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

Step 2

Should the person referred to in Step 1 decline severance, then severance would next be offered, by seniority, to employees in the department. If no one takes the

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

SECTION 21

TECHNOLOGICAL CHANGE

1. a. The Company and the Union recognize that technological change, while necessary to the industry, may have an impact on employees. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.
- b. Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.
2. A Joint committee on automation will be established at the plant, which shall consist of three (3) persons representing Management and three (3) persons representing the Union. It shall be the function of the committee to study the effect of mechanization, technological changes and automation on employment in the plant and to make such recommendations as are agreed upon to the Manager Richmond Operations, to ensure that the interests of the Company and of the employees are fairly and effectively protected.
3. The Company will advise the appropriate committee as soon as possible, and in any case not less than ninety (90) days before the introduction thereof, of mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in termination or other significant changes in the employment status of employees.

The Company will advise the appropriate committee or committees as soon as possible and in any case not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.
4. a. In the event that it is necessary, crews will be reduced in accordance with Section 19 - Seniority, of the agreement.
- b. An employee who is set back to a lower paid job because of mechanization, technological change, or automation will receive the rate of their regular job at the time of the setback for a period of six (6) months, and for a further period of six (6) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular

job. At the end of this twelve (12) month period, the rate of their new regular job will apply.

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

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

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

- 5. a. An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological changes or automation will, upon termination, receive a severance allowance calculated by one (1) of the two (2) following methods based on their last period of continuous service, it being the choice of the affected employee as to which of such methods of calculation is used:

Severance Allowance

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

SEVERANCE ALLOWANCE

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

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

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

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

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

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

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

SECTION 22

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

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

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

SEVERANCE ALLOWANCE

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

Severance Allowance

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

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

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

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

5. Total Plant Closure

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

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

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

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

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

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

SECTION 23

ADJUSTMENT OF COMPLAINTS

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

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

Step Two: Grievances referred to Step Two shall be dealt with at the next scheduled Standing Committee meeting. If the two (2) Standing Committees are unable to arrive at a settlement the grievance may be referred to Step three (3) within thirty (30) days.

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

Step Three: The grievance being raised to the third step, in conjunction with each Party's Standing Committee, will be heard by the Representative from each Party, neither of whom have previously judge the matter.

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

3. In the event a grievance has not advanced to the next step within the time limits set forth above, then the grievance shall be deemed to be abandoned

and all rights of recourse to the Adjustment of Complaints under this agreement in respect of this grievance shall be at an end. The time limit between all steps may be extended by mutual consent.

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

SECTION 24

VACATIONS

1. Entitlement:

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

Vacation Pay Being the Greater of:

An employee who is on the payroll on May 1st, who has been continuously employed during the qualifying period, and who has:	Length of Vacation	% of the total wages earned by the employee during the preceding vacation period,	or hours' pay at the hourly rate of the employee's regular job.
a. been employed for less than one year and does not qualify under b. below;	1/4 day for each full week of actual work performed during the preceding vacation period, provided no vacation of less than one day will be granted	4-1/2%	or NIL hours.
b. been employed for less than one year and has worked 1500 hours or more during the preceding vacation period, or, been employed for one year and has worked 1200 hours during the preceding vacation period. The following hours will count as hours worked for the purpose of qualifying for a vacation: Vacations; Supplementary	2 weeks	4-1/2%	or 80 hours

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Vacations; Statutory Holidays; Jury or Witness Duty; Bereavement Leave; Contractual Steam Plant Apprenticeship and First Aid Leaves; and Banked Days Off.			
c. Qualified for their second vacation under this Agreement	3 weeks	6-1/2%	or 120 hours
d. Qualified for their seventh vacation under this Agreement	4 weeks	8-1/2%	or 160 hours.
e. Qualified for their fourteenth vacation under this Agreement	5 weeks	10-1/2%	or 200 hours.
f. Qualified for their twenty-third vacation under this Agreement	6 weeks	12-1/2%	or 240 hours.
g. Qualified for their twenty-ninth vacation under this Agreement	7 weeks	14-1/2%	or 280 hours.

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

2. Additional Pay:

In addition to the vacation pay to which an employee is entitled under subsection 1. above, each employee shall, on qualifying for vacation under categories b., c., d., e., f. and g. above, be entitled to an additional amount

of vacation pay equivalent to ten (10) hours' pay at the hourly rate of the employee's regular job in respect of the first week of their vacation.

3. Payment on Termination:

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

4. General Rules:

- a. The vacation period is May 1st to April 30th.
- b. Vacation with pay provided in accordance with subsection 1. above for employees in category a. may not be counted when determining whether an employee has qualified for the vacations provided under subsection 1. for employees in categories c., d., e., f. and g.
- c. Except as provided in subsection 4, d. below, vacations with pay are not cumulative and must be taken during the vacation period.
- d. A vacation with pay provided under subsection 1 for employees in category a. may be taken during the vacation period in which the entitlement thereto is established, or during the next following vacation period.
- e. No employee may continue to work and draw vacation pay in lieu of taking the vacation.
- f. A vacation in excess of two (2) days starts from the first scheduled day of vacation and ends with the first scheduled workday on the employee's return. No employee will be permitted to work during their vacation except in cases of emergency.
- g. The allocation of vacation times is to be decided by the Company. Vacations not scheduled by January 15th will be scheduled by Management in order to minimize the effect on operations. However, the Company will endeavour by discussion with the employees or the Union to arrange vacations to suit the employees' wishes. Employees returning from vacation can call the switchboard between 3:00 p.m. and 4:30 p.m. on Friday or after 4:30 p.m. they can call the 24-hour recorded message to find out what shift they are scheduled on for the following week.
- h. Time lost as a result of an accident suffered during the course of employment, and recognized as compensable by the Workers' Compensation Board, shall be considered as time worked for the purpose of calculating entitlement upon return to work.

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

- i. Time not exceeding one (1) year, lost as the result of a non-occupational accident, illness, or approved maternity leave, or approved parental leave, shall be considered as time worked for the purpose of qualifying for vacation provided that at the time of the accident or illness or commencement of maternity leave or commencement or parental leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the Employer may require that the employee provide a certificate from a qualified medical practitioner. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.
- j. Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for a vacation.
- k. Employees who qualify for vacation under categories (c), (d), (e), (f), or (g) may at their option elect to forfeit one (1) week of vacation, subject to the Employment Standard Minimum, and be paid the vacation pay they would have received in lieu of the week of vacation.

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

5. Computation of Vacation Pay:

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

6. Banked Vacation:

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

7. Vacations
 - a. The vacation period is May 1st to April 30th.
 - b. The vacation week is defined as from Monday to Sunday.
 - c. For the positions with posted relief, employees holding the job category will take precedence over their designated relief in the selection of their first two (2) weeks of vacation.
 - d. The preferred period is the fourth (4th) week of June to the second (2nd) week of September.
 - e. Canvassing will begin no later than February 1st.
 - f. Vacation canvassing will be based on plant seniority, within the allowable numbers of employees on vacation at one (1) time in each area (see chart below). In addition, no more than two (2) people in the same job category will be allowed off at the same time, unless otherwise defined.
 - g. Should there be a decrease in the work level additional requests for time off will be considered.
 - h. Employees will be canvassed twice for their vacation choices, based upon plant seniority. They may book two (2) weeks in preferred periods at each canvassing. After the second canvassing, vacations will be granted on a first-come, first-served basis.
 - i. Each employee will have forty-eight (48) hours to reply after each canvas or they will be bypassed. Each employee's selection will be posted within fourteen (14) days of the selection being approved. Once an employee's vacation is posted, no employee with more seniority may bump into this posted time.
 - j. Vacations of less than one (1) calendar week may not be taken in the preferred period. When the vacation period chosen includes a paid holiday (i.e., July 1st), the extra day must be carried into the non-preferred period. Extra days, where they apply, will be picked up on a mutually agreed upon time, and are subject to operational requirements.
 - k. All vacations, even one day, must be requested by Wednesday of the preceding week at the latest.
 - l. Regular vacation must be booked before DOT or supplemental is used for days off.
 - m. Employees who elect to take their vacation outside the preferred period may take it all at once or in broken periods, provided times are available.

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- n. All vacations must be scheduled by January 15th of the following year or the Company will, if necessary, allocate times for the outstanding balances.
- o. All time off request not covered by this policy will be at Management's discretion. The Company will not unreasonably deny these additional requests.
- p. The chart below will be based on twenty (20%) percent of the regularly crewed positions in the department rounded up to the nearest person. There will be no downward adjustment to the chart below. Notwithstanding the previous sentence, should a situation arise that result in significant job losses, the Company and the Union agree to meet in good faith to revise the chart numbers accordingly.

AREA	NO. of EMPLOYEES OFF
Corrugator*	4
Press	5
Process	1
Finishing	5
589 Unitizer	1
Maintenance**	1 Millwright
	1 Electrician
	1 Steam Engineer
Transportation-Shipping	6
Art and Die	1
Industrial Products***	3
Lab	1
Oiler/Counterman	1

For the purpose of this allotment, employees on leave as per Article 24.6 will not impact the numbers above.

* Corrugator Area Only: For the purposes of canvassing, Max one (1) per category. Review and special consideration will be given pending circumstances with regard to coverage.

** Maintenance Department Only: Once apprentices are in their third (3) year, they will be considered (for vacation purposes) part of the trade they are pursuing.

*** IP Area Only: Max one (1) Operator off per position: Press, Gummer, Single Facer, 662. Review and special consideration will be given pending circumstances with regard to coverage.

**** Lab, Art and Die, Oiler/Counterman, Qualified Inspector shall each be permitted to take a maximum three (3) weeks' vacation during the preferred vacation period. Employees in the pool will take precedence over their designated relief in the selection of their first two (2) weeks of vacation.

SECTION 25

SUPPLEMENTARY VACATIONS

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

Years of Completed Continuous Service Weeks of Supplementary Vacation

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

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

SECTION 26

OVERTIME

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

In the payment of overtime on the basis provided above, the one (1) basis which results in payment of the largest amount of overtime shall be used.
2. All employees may elect to participate in a Deferred Overtime Plan as outlined in Exhibit "F."

SECTION 27

MEAL ALLOWANCE

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

Any employee required to report for work more than two (2) hours before the start of their regular scheduled eight (8) hour shift and who is expected to work more

than ten (10) consecutive hours shall be provided with a meal during the entire period of work.

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

A meal allowance will consist of six (6) cafeteria vouchers, each with a maximum value of two dollars and seventy-five (\$2.75) cents . In the event the cafeteria is closed, an employee will have the option of accepting a meal allowance or having a meal provided. If an employee elects to have a meal provided, the employee will be able to order anything on the Tino's pizza menu, or approved supplier menu, up to an amount of sixty (60%) percent of the Base Rate before taxes.

SECTION 28

SHIFT DIFFERENTIAL

1. July 1, 2000
(% of base rate)

3:30 p.m. to 12:00 a.m.	2.25%
12:00 a.m. to 7:00 a.m.	3.25%
2. Such differential shall be paid in addition to an employee's regular rate of compensation but it is not to be added to the wage rates for the purpose of calculating overtime.

SECTION 29

PENSIONS

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

The contribution levels will be as follows:

 - a) The Company contribution level will remain at ten(10%) percent for the term of the agreement.
 - b) Employee contribution level will remain at eight (8%) percent for the term of the agreement.
3. The Company shall provide employees with a pension bridge annuity of twenty dollars (\$20.00) per month per year of service at age sixty (60) or older who retire prior to attaining age sixty-five (65). The pension bridge benefit will not be payable beyond age sixty-five (65). The calculation of the pension bridge benefit shall be credited on the same basis as under the terms and conditions of the Pulp and Paper Industry Pension Plan.

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

SECTION 30

WELFARE PLAN

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

SECTION 31

BEREAVEMENT LEAVE

1. When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence and the employee shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of three (3) shifts. Such leave is not to be deferred nor used for any other purpose.
2. Members of the employee's immediate family are defined as the employee's spouse or common-law spouse, mother, father, brothers, sisters, sons, daughters, stepchildren, mother in law, father in law, stepparents, grandparents and grandchildren, sons in law, and daughters in law. A common-law spouse means a person who is living with the employee in a common-law relationship. A common-law relationship is considered to exist where two (2) persons have lived together in a conjugal relationship for at least twelve (12) months.
3. Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized holidays, but will not be counted as hours worked for the purpose of computing overtime.

SECTION 32

JURY DUTY

1. Any regular full time employee who is required to report for jury selection, jury duty, coroner's inquest or who is subpoenaed to serve as a witness in a court action, save and except actions involving the Company or Trade Union, unless subpoenaed by the Crown, on a day when they would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work necessarily lost. It is understood that employees will be reimbursed by the Company for the difference between the pay received for such duty and their straight time rate of pay for their regularly scheduled hours of work in that week. The employee will be required to furnish proof of performing such service and such duty pay received.

2. Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

SECTION 33

APPRENTICESHIP TRAINING PROGRAM

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

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

SECTION 34

SUPERVISORS

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

SECTION 35

JOB EVALUATION PLAN

If the Company:

1. introduces a new job classification that is not included in the list of job classifications contained in section 37 of this Agreement; or
2. makes a significant change to the duties and responsibilities of an existing job classification; or
3. installs new machinery or equipment or modifies existing machinery or equipment,

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

The Parties agree to observe the operation of the new or altered job classification, or the new or altered machinery, for a period of 90 working days. The Job Evaluation Committee will then negotiate to reach agreement on a wage rate for the new or altered job classification, or for the operation of the new or modified machinery or equipment, taking into consideration production, skills and value.

The Job Evaluation Committee will be comprised of two members appointed by the Union and two members appointed by the Company. The Company

will provide all relevant information in its possession to the Union members on the Job Evaluation Committee.

If the Job Evaluation Committee is unable to reach agreement on a wage rate within 30 calendar days following the 90 day observation period, the issue may be referred by either Party to the grievance and arbitration procedure starting at step three (3) of the grievance procedure under Article 23.

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

SECTION 36

LEAVE OF ABSENCE

1. Union and Public Office

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

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

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

2. First Aid Certificate

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

3. Steam Plant

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

4. Maternity and Parental Leave

The Company will grant extended maternity leave without pay to female employees to a maximum of six (6) weeks in excess of that provided in the

Employment Standards Act where there is a valid and documented medical reason applicable to the health or wellbeing of the mother and/or child.

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

Seniority accumulates during leave.

5. Other Leave

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

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

6. Notification

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

SECTION 37

WAGE SCALE

1. Provide a general wage increase of 2.5% effective July 1, 2022; 2.5 % effective July 1, 2023; 3% effective July 1, 2024. The Company will provide a lump sum payment of five thousand (\$5,000.00) dollars for year one (1).

2. Student Rate

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

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

TRAINING WAGE RATE – TIME FROM DATE OF HIRE

0-6 MONTHS – 80% OF THE RATE OF JOB POSITION BEING PERFORMED

7-12 MONTHS – 90% OF THE RATE OF JOB POSITION BEING PERFORMED

4. Wages shall be paid every second (2nd) Friday.

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

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JOB CATEGORIES	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Base Rate	\$32.09	\$32.89	\$33.71	\$34.73

MAINTENANCE DEPARTMENT	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Tradesmen (Millwrights and Electricians)				
Mechanic A, Journeyman 5th Yr Apprentice	\$44.98	\$46.10	\$47.26	\$48.67
Mechanic B, Journeyman 4th Yr Apprentice	\$41.68	\$42.72	\$43.79	\$45.10
Mechanic C, 3rd Year Apprentice	\$38.31	\$39.27	\$40.25	\$41.46
Helper A, 2nd Year Apprentice	\$36.73	\$37.65	\$38.59	\$39.75
Helper B, 1st Year Apprentice	\$36.08	\$36.98	\$37.91	\$39.04
Oiler/Counterman	\$34.32	\$35.18	\$36.06	\$37.14

STEAM PLANT	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Chief Steam Engineer	\$47.53	\$48.72	\$49.94	\$51.43
3rd Class Engineer	\$44.98	\$46.10	\$47.26	\$48.67
4th Class Engineer	\$41.42	\$42.46	\$43.52	\$44.82

MISCELLANEOUS	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Cleanup (General)	\$32.09	\$32.89	\$33.71	\$34.73

TECHNICAL DEPARTMENT	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Quality Inspector 0-6 mths	\$33.14	\$33.97	\$34.82	\$35.86
Quality Inspector over 6 mths	\$34.91	\$35.78	\$36.68	\$37.78

ART & DIE DEPARTMENT	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Make Ready	\$33.44	\$34.28	\$35.13	\$36.19

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BOX DEPARTMENT

CORRUGATOR AREA	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024, 3%
Corrugator Operator	\$39.97	\$40.97	\$41.99	\$43.25
Singleface Operator	\$38.49	\$39.45	\$40.44	\$41.65
Clamp Driver	\$37.31	\$38.24	\$39.20	\$40.37
Doublebacker	\$36.13	\$37.03	\$37.96	\$39.10
Stacker Operator	\$34.05	\$34.90	\$35.77	\$36.85
Roll Tender	\$34.05	\$34.90	\$35.77	\$36.85

WASTE AREA	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
383 Waste Controller	\$33.04	\$33.87	\$34.71	\$35.75

PRESS AREA	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
480 Die Cutter Operator	\$39.58	\$40.57	\$41.58	\$42.83
480 Die Cutter Assistant Operator	\$35.67	\$36.56	\$37.48	\$38.60
477 Die Cutter Operator	\$39.58	\$40.57	\$41.58	\$42.83
477 Die Cutter Assistant Operator	\$35.67	\$36.56	\$37.48	\$38.60
479 Die Cutter Operator	\$39.58	\$40.57	\$41.58	\$42.83
479 Die Cutter Assistant Operator	\$35.67	\$36.56	\$37.48	\$38.60
Utility	\$33.44	\$34.28	\$35.13	\$36.19
Load Mover	32.87	\$33.69	\$34.53	\$35.57

FINISHING AREA	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
474 Flexo-Folder Gluer Operator	\$37.90	\$38.85	\$39.82	\$41.01
474 Flexo-Folder Gluer Assistant Operator	\$34.32	\$35.18	\$36.06	\$37.14
472 Flexo-Folder Gluer Operator	\$37.90	\$38.85	\$39.82	\$41.01
472 Flexo-Folder Gluer Assistant Operator	\$34.32	\$35.18	\$36.06	\$37.14
473 Flexo-Folder Gluer Operator	\$37.90	\$38.85	\$39.82	\$41.01
473 Flexo-Folder Gluer Assistant Operator	\$34.32	\$35.18	\$36.06	\$37.14
475 Flexo-Folder Gluer Operator	\$37.90	\$38.85	\$39.82	\$41.01

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475 Flexo-Folder Gluer Assistant Operator	\$34.32	\$35.18	\$36.06	\$37.14
Finishing Utility	\$33.44	\$34.28	\$35.13	\$36.19

MINDA LINE	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Minda Operator	\$34.92	\$35.79	\$36.69	\$37.79
Minda Assistant Operator	\$32.86	\$33.68	\$34.52	\$35.56

PROCESS AREA	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
499 Waxer Operator	\$33.44	\$34.28	\$35.13	\$36.19
499 Waxer Assistant Operator	\$32.61	\$33.43	\$34.26	\$35.29
Bundler (machine)	\$32.34	\$33.15	\$33.98	\$35.00
Bundler (general)	\$32.09	\$32.89	\$33.71	\$34.73

INDUSTRIAL PRODUCTS DEPARTMENT	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
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611, 612 Press

Operator 0 -12 months	\$35.23	\$36.11	\$37.01	\$38.12
Operator 13-24 months	\$35.82	\$36.72	\$37.63	\$38.76
Operator over 24 months	\$36.73	\$37.65	\$38.59	\$39.75
IP Plate Mounter	\$34.91	\$35.78	\$36.68	\$37.78
630 Gummer Operator 0-12 mths	\$34.32	\$35.18	\$36.06	\$37.14
630 Gummer Operator over 12 mths	\$34.91	\$35.78	\$36.68	\$37.78
630 Gummer Helper / Adhesive Maker	\$33.15	\$33.98	\$34.83	\$35.87
662 Winder Operator	\$33.75	\$34.59	\$35.46	\$36.52
662 Winder Helper	\$32.19	\$32.99	\$33.82	\$34.83
661 Winder Operator	\$33.44	\$34.28	\$35.13	\$36.19
635 Roll Reconditioner	\$32.61	\$33.43	\$34.26	\$35.29
699 Singleface - Operator	\$34.63	\$35.50	\$36.38	\$37.47
699 Singleface - Helper	\$32.19	\$32.99	\$33.82	\$34.83
687 Sheeter-Operator	\$33.44	\$34.28	\$35.13	\$36.19
687 Sheeter - Helper	\$32.19	\$32.99	\$33.82	\$34.83

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TRANSPORTATION DEPARTMENT	July 1, 2021	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1, 2024 3%
Roll Warehouseman (RBD)	\$37.30	\$38.23	\$39.19	\$40.36
Checker Driver	\$34.96	\$35.83	\$36.73	\$37.83
Barge Checker	\$34.91	\$35.78	\$36.68	\$37.78

BARGE WORK

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

Checker

Checker Driver

TIMEKEEPING ON THE SHORT GRAVEYARD SHIFT

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

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

PAYMENT OF JOB EVALUATION COMMITTEE

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

POSTED JOBS

An employee selected for a posted job for which a step rate does not exist will be paid the base rate during a period which they are double banked. An employee will receive the job rate when they assume responsibility for the job on their own.

PROGRESSION ON A SENIORITY LINE

An employee moving up a line of progression will be paid their previous rate during a period which they are double banked. They will receive the job rate when they assume responsibility on their own. An employee moving up to perform a job temporarily during a shift will be paid the higher rate for only those hours actually worked at the higher rate.

STEAM PLANT CERTIFICATION BONUS

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

LEAD HANDS

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

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

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

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- Can lead by example
- **DECISION MAKING SKILLS**
 - Can make good decisions with regard to safety, quality, and productivity
 - Listens to all points before making a decision
 - Responds in an appropriate manner when dealing with both suppliers and customers

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

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

Blended Rate Examples – Press Lead Hand

480 Op - 30.385 (July 2007 rate)

Lead Hand Premium = 2.5% of Trades Rate (33.015)
= 0.825 per hour

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

Shift Differential = 30.385 x 1.83%
= 0.556 per hour

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

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

Current Schedule (on rotation)

Rate = 30.385 + 0.825
= 31.21

3-12 Schedule (on rotation)

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

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

Shift Differential = $(0.66\% + 2.83\%)/2$
= 1.745% x 30.385 regular rate
= 0.53 per hour

“Loss” of 36 hr work week
= 10%
= 30.385 x 10%
= 3.039 per hour

Rate = 30.385 regular rate + 0.825 lead hand premium
+ 0.53 shift differential + 3.039 “loss”
= 34.779

SECTION 38

FLEXIBLE WORK PRACTICES

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

SECTION 39

CONTRACTING OUT

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

For greater clarity it is agreed that:

1. The changes which provide that it is not the intent of the Company to replace its regular work force through the use of contract firms will not set aside existing external work arrangements and practices. It is agreed that existing

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external work arrangements and practices will be those that existed as at March 6, 2003.

2. Working under the flexible work practice provisions does not mean that an employee has been displaced and is working outside their job category.

SIGNING PAGE

IN WITNESS WHEREOF, we the undersigned, have as the accredited representatives of the respected Parties to this agreement, hereunto set our signatures this May 19th day of 2022.

**Crown Packaging South foot of
Garden City Road, Richmond,
British Columbia**

Unifor Local 433 Canada

Colin Fernie
President

Rod Peat
Bargaining Committee Chair

Mike Aves
Director of Operations

Gary Wenborn
Committee Member

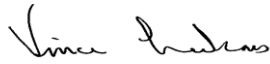
Christina Ta
VP of Human Resources

Keith Bell
Bargaining Committee Member

Brad Boutin
Operation Manager

Kulbir Deol
Bargaining Committee Member

Gordon Speers
Corrugator Superintendent


Vince Lukacs
National Representative

James Monks
Local 433 Business Agent

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

Attachments:

- Exhibits B, C, E, and F, G
- Statements of Policy
- Letter of Understanding #2 - Temporary Tradesmen
- Letter of Understanding #8 - Harassment
- Letter of Understanding #10 - Expedited Arbitration
- Letter of Understanding #11 - Weekend Three-Day Maintenance Shift
Schedule Agreement
- Letter of Understanding #14 - Flexible Work Practices
- Letter of Understanding #16 - Project Work
- Letter of Understanding #17 - Scope of Agreement
- Letter of Understanding #18 - Overtime Policy
- Letter of Understanding #19 - Running Equipment Through Rest Periods
and Lunch Sec 8.4
- Letter of Understanding #20 - Press and Finishing Areas-Lines of
Progression
- Letter of Understanding #23 - Compressed Work Week
- Letter of Understanding #24 - Voluntary Training Opportunities
- Letter of Understanding #25 - Dependent Contractors
- Letter of Understanding #26 - Steam Plant Certification
- Letter of Understanding #27 - Apprenticeship Training
- Drug and Alcohol Policy

EXHIBIT "B"

APPRENTICESHIP TRAINING PROGRAM

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

GENERAL PRINCIPLES

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

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

JOINT UNION MANAGEMENT APPRENTICESHIP COMMITTEE

8. This committee will be comprised of two (2) Union and two (2) Management Representatives, as well as the Vice President of Human Resources who will act as coordinator.

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

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

ADVISORY COMMITTEE

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

ENTRY TO PROGRAM NEW APPRENTICES

10. Entrance into the program without any previous training of any kind will in all cases be subject to the applicant meeting the standards required for acceptance, established by the Company and the apprenticeship branch. The Company will inform the Joint Union Management apprenticeship committee of such standards as tests and scores required for acceptance, and of any subsequent changes in those standards, and be given opportunity to review an employee's test results, if requested by the employee.
11. Upon completion of each period of training in an approved vocational school, an apprentice will be required to pass examinations set by the apprenticeship branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the

apprentice shall be required to undergo a period of retraining on subject material specified by the apprenticeship branch authorities and will be required to be re-examined within twelve (12) months.

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

SCHEDULE OF TRAINING FOR APPRENTICES

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

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

the twelve (12) months at vocational school. On completion of the final period at the vocational school, the fourth-year apprentice shall write their final examination set by the apprenticeship branch. Upon the successful completion of their term of apprenticeship and receipt of their certificate of apprenticeship, issued by the provincial apprenticeship committee, the apprentice shall be designated as a certified "A" mechanic at the regular hourly rate for "A" mechanics.

- f. If any of the aforementioned eleven (11) month work periods (ten (10) month work periods for electricians) are exceeded due to the unavailability of vocational school facilities, such extra time will be credited to the apprentice in succeeding training requirements. Also, the apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing they successfully pass the examination. Retroactivity will not apply where retesting is necessary.
13. Wherever reference is made to a year (or twelve (12) months) as an apprentice, it shall mean a period of not less than 1600 hours, the said period to include time spent at the vocational school.
14. a. While attending an approved vocational school, the apprentice will receive from the appropriate government authorities allowances and school expenses, in accordance with the government's schedule of grants pertaining to apprenticeship training. In addition, the employee shall receive from their Employer an allowance comprised of the difference between their regular straight time rate, based on a forty (40) hour week, and the weekly living allowance granted by the appropriate government authorities. Allowances provided by the Employer shall not apply to any periods of retraining as specified in item 11.
- b. The Company will reimburse the apprentice the cost of the books specified by the Apprenticeship Branch. The apprentice may keep the books as their personal property.
- c. On successful completion of the required period of vocational school, the Company will reimburse out-of-town expenses to a maximum of two (2) hours' pay per day at the first-year apprentice rate on a seven (7) day basis while in attendance at the school. This reimbursement will also apply to Steam Plant personnel.

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

CERTIFICATION OF PRESENT "A" AND ABOVE TRADESMEN

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

GENERAL

16. a. The Company agrees to develop and provide a program of on the job training for the apprentices in each trade, which shall include doing jobs of gradually increasing skills consistent with the apprentice's training and ability.
- b. Apprentices will be required to acquire and build a kit of tools progressively throughout the program as specified by the apprenticeship branch and the Joint Union Management Apprenticeship Committee.
- c. A new category known as "Maintenance Utility" will be established in the mechanical department and complement for such category will be determined at plant level. Employees in this category will be employed to assist, if and as required, tradesmen and apprentices with labour and similar work but will not be used in a manner that will interfere with the application of the training program.
- d. The Company agrees that there will be a minimum of one (1) apprentice in the maintenance department. Opportunities for apprenticeship will be filled by plant posting and applicants will be selected in accordance with the requirements of Exhibit B. Before the Company makes a decision on which trade a new apprentice will enter, the Company will engage in good faith consultation with the Union Standing Committee and the Maintenance Lead Hands to discuss the issue of the trade that should be selected for the next apprenticeship.
- e. When the Company is considering hiring a journeyman tradesman the matter will be discussed with the Union Standing Committee and their recommendations will be considered.
- f. In addition, should tools belonging to a tradesman be damaged or broken in the course of legitimate use of work done on Company property, they shall be replaced at the Companies expense. The Company may require evidence of the damage or breakage. Replacement shall be reimbursed to the tradesmen by submission of an expense report with accompanying receipt.

EXHIBIT "C"

WELFARE PLAN

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

1. COMPLIANCE

- a. The Company signatory to the Labour Agreement will comply with the terms and conditions set forth in this Exhibit "C", and provide the coverages required herein.
- b. The coverages shall be subject to the usual and customary charges of the selected carrier or carriers.

2. WAITING PERIOD

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

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

3. UNION WELFARE COMMITTEE MANAGEMENT WELFARE COMMITTEE

Joint Union - Management Welfare Committee

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

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

4. CHANGES IN CLASSIFICATION

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

5. COSTS

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

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

6. REPORTING PERIOD

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

7. CHANGES IN PREMIUMS

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

8. DISTRIBUTION OF SURPLUS

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

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

9. OPTIONAL PAYMENTS UNDER LIFE INSURANCE

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

10. DISPUTES

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

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

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

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

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

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

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

- c. The mutually agreed upon third Party shall have the right to review the claim file, require further examinations or testing of the claimant by a specialist. Costs incurred for medical examination or specialist testing shall be borne by the carrier. The costs of the third Party shall be borne equally by the Union and the Company.
- d. The third Party will endeavour to complete the assessment and reach a decision on the issue under appeal within fourteen (14) days of referral.

- e. The decision of the third Party shall be binding upon the Parties and the carrier.

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

11. DISPUTED WORKERS' COMPENSATION BOARD CLAIMS

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

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

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

12. NEGOTIATED CHANGES IN BENEFITS

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

13. COVERAGE DURING LEAVE OF ABSENCE

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

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

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

14. COMMON LAW DEPENDENT COVERAGE

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

15. SURVIVING SPOUSE AND DEPENDENT CHILDREN

Where a surviving spouse and dependants of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under the Extended Health Benefit Plan, for twenty-four (24) months following the death, and Medical Surgical Plan, and the Dental Plan for a period of twelve (12) months following the death.

16. RETIREE BENEFITS

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

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

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

SCHEDULE 1 - WELFARE PLAN COVERAGES

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

1. Group Term Life Insurance

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

Group Life Insurance

Maximum Insurance Benefits Payable

Effective Date	Group Term Life
Date of Ratification	\$114,840.00
July 1, 2022	\$117,720.00
July 1, 2023	\$120,660.00
July 1, 2024	\$124,280.00

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

2. Accidental Death and Dismemberment Insurance

The Accidental Death and Dismemberment insurance coverage for all employees effective as per chart below:

AD & D

Maximum Insurance Benefits Payable

Effective Date	AD&D
Date of Ratification	\$114,840.00
July 1, 2022	\$117,720.00
July 1, 2023	\$120,660.00
July 1, 2024	\$124,280.00

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

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

3. **Non-Occupational Accident and Sickness Insurance**

a. The Welfare Plan will include Non-occupational Accident and Sickness Insurance that will provide a benefit of sixty-two percent (62%) of the employee's regular job rate to the maximums in the following table. Weekly Indemnity benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by non-occupational sickness as long as the employee has been treated by a physician or surgeon, except that in those cases of non-occupational sickness which result in the claimant being hospitalized, and in those cases where surgery is performed which necessitates loss of time from work, the said weekly indemnity benefits will be payable beginning with the first day of sickness. Benefits will be payable for a maximum of fifty -two (52) weeks during any one period of disability.

b. **Maximum Weekly Indemnity Benefits Payable**

WI Cap

Weekly Indemnity benefits will be calculated at sixty-two (62%) percent of the job rate with a cap at \$1,270.00 effective the date of ratification. The cap will then be indexed to the yearly wage increase.

Effective Date	AD&D
Date of Ratification	\$1,270.00 per week
July 1, 2022	\$1,305.00 per week
July 1, 2023	\$1,335.00 per week
July 1, 2024	\$1,375.00 per week

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

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

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

4. Medical Surgical Coverage

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

5. Standard Extended Health Benefit Plan

- a. The standard extended health benefit plan as provided by the current insurance carrier will be implemented.

- b. Incorporate the co-insurance rate for hospitalization into the Extended Health Benefit Coverage to a maximum of \$8.50 per day.
- c. The Plan will be amended to provide payment up to a maximum of four hundred and fifty (\$450.00) dollars per person, effective on the date of ratification, in any twenty-four (24) consecutive month period, for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription; provided, however, that if the eyeglasses are for an employee for use while working in a mill they must be safety lenses and frames. It is agreed that this payment, or any portion thereof, may also be applied to Eye Exam and laser surgery procedures.
- d. Effective on the date of ratification the maximum amount of benefits payable for any one member or dependent will be increased to \$300,000.
- e. Paramedical Pooling – Licenced physiotherapist, licenced massage therapists, licensed naturopaths, licenced occupational therapists, and licenced chiropractors – up to a combined maximum of seven hundred and fifty (\$ 750.00) dollars per person in a benefit year.
- f. hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of six hundred (\$600.00) dollars per person over a period of two (2) years. Repairs, batteries and recharging device are included in this maximum.
- g. Increase in orthotics maximum to three hundred (\$300.00) dollars per person in the benefit year.
- h. Increase in deductible to seventy (\$70.00) dollars each calendar year per person or family.
- i. Birth Control coverage will be covered by the extended health benefits.
- j. Clinical psychologist coverage of one thousand (\$1,000.00) dollars per person in a benefit year.

Out of Province Travel Plan

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

The maximum limit under any one claim will be the return economy airfare or equivalent for patient and attendant, plus accommodation expenses up

to a maximum of \$1,500.00. Receipts will be required and forwarded on the claim form prescribed by the carrier.

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

6. Long Term Disability Plan

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

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

7. LONG TERM DISABILITY PLAN SUMMARY FOR CROWN PACKAGING

1. Eligibility

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

2. Level of Benefit

- a. For employees who qualify for commencement of Long-Term Disability Benefits – fifty percent (50%) of regular weekly earnings calculated at forty (40) times the disabled employee's hourly straight time job rate at date of onset of disability plus -any negotiated increases to that hourly straight time rate which would take place during the Elimination Period.
- b. Effective July 1, 1997 an employee who is under sixty (60) years of age will have their future disability benefit recalculated by applying the contractual wage increases that

were applied in each year, during the period of their disability, to their long-term disability benefit.

- c. The recalculated weekly benefit when combined with all other disability income which the disabled employee is receiving will not exceed eighty percent (80%) of forty (40) hours multiplied by the regular rate in effect at the time of recalculation.

3. Elimination Period

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

4. Maximum Duration of L.T.D. Benefit Payments

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

5. Definition of Total Disability

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

6. Integration with other Disability Income

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

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

In the event that all other disability income reduces the payment from this plan below twenty-five (\$25.00) dollars per month, this plan will nevertheless pay a minimum of twenty-five (\$25.00) dollars per month from the date of disability income commences.

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

7. Rehabilitative Employment

- a. During a period of total disability under this Plan, a disabled employee may engage in rehabilitative employment in which case the benefit from this Plan will be reduced by fifty (50%) percent of the employee's rehabilitative employment income that exceeds fifty (\$50.00) dollars per month. The benefit from this Plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D. plan exceeds seventy-five (75%) percent of the employee's basic wage at date of disability.
- b. Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and their doctor in consultation with the underwriter of the L.T.D. plan.
- c. Rehabilitative employment will be deemed to continue until such time as the employee's earnings from rehabilitative employment exceed seventy-five (75%) percent of their straight time earnings at date of disability but in no event for more than twenty-four (24) months from the date rehabilitative employment commences.

8. Exclusions

Disabilities resulting from the following are not covered:

- a. War, insurrection, rebellion or service in the armed forces of any country.
- b. Participation in a riot or civil commotion.
- c. Intentionally self-inflicted injuries.

9. Pre-existing Conditions

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

10. Successive Disabilities

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

11. Termination

Coverage will cease:

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

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

12. Contributions

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

13. Conditions for Implementing the Plan

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

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

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

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

- (iv) An employee returning to work from an L.T.D. claim will return to a job that their seniority, qualifications and ability to perform the work properly entitle them to.
- (v) Active claims as referred to in section 12 of Exhibit "C" of the Labour Agreement between Crown Packaging, and the Unifor, Local 433, will be defined as that period of time during which an employee is in receipt of W.I. payments only.

8. DENTAL PLAN

1. Benefits

a. Diagnostic Services

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

Oral examinations

Consultations

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

b. Preventative Services

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

Cleaning and scaling

Topical application of fluoride

Space maintainers

c. Surgical Services

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

d. Restorative Services

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

e. Prosthetic Repairs

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

f. Endodontics

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

g. Periodontics

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

h. Prosthetic Appliances and Crown and Bridge Procedures

i. Crowns and bridges.

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

i. Orthodontics

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

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

Effective on the date of ratification the lifetime maximum benefit is five thousand (\$5,000.00) dollars per person for all services provided by an Orthodontist.

2. Co-Insurance

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

Benefits h) and i) will be subject to fifty percent (50%) co insurance.

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

EXHIBIT "E"

STEAM PLANT VOCATIONAL LEAVE

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

1. Fourth Class Certificate

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

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

2. Third Class Certificate

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

During their first week at the school the employee will be evaluated by the school authorities to determine their knowledge of the subject, and if the evaluation is favourable they will continue their studies at the school during the following four (4) weeks and write the prescribed examination. In the event that the evaluation is not favourable, the school authorities will indicate to the employee those areas where further study is needed and they will return to the mill and carry out the recommended home studies. Upon completion of this additional studying, the employee will be granted five (5) weeks' leave of absence, four (4) with pay and one (1) without, to return to the Vocational School to complete the course and write the prescribed Third-Class Certificate examination.

3. Basis of Pay

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

4. Additional Leave

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

5. Books

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

6. Examination and Tuition Fees

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

7. Transportation Allowance

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

8. Timing of Leave

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

9. Number on Leave

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

10. Government Allowances

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

11. Living Out Allowance

While an employee is attending vocational school on the basis set forth in 1., 2. and 3. above, their Employer will pay them a living out allowance which, combined with any government living out allowance to which they

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may be entitled, is equal to the living out allowance they would receive from the appropriate government authorities as an apprentice, pursuant to section 14 of Exhibit "B."

EXHIBIT "F"

DEFERRED OVERTIME PLAN

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

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

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

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

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

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- c. The amount of deferred overtime pay will be deducted from the gross earnings and credited to the employee in the same manner as a Canada Savings Bond payment. Calculation of the amount will be as follows:
 - i) For time and one-half overtime, an amount equal to one third of the time and one half overtime earnings.
 - ii) For double time, an amount equal to one half of the double time overtime earnings.
- 7. If requested, an employee shall receive their deferred overtime payment immediately prior to taking the compensating time off. Income tax on the deferred overtime will be deducted at the time of the payment.
- 8. From February 1st to February 15th, and again from August 15th to September 1st, of each year, the employees shall have the option of requesting a cash payout for all or part of the hours banked in excess of forty (40) hours. Employees requiring information on Pension Adjustments should contact the Payroll Administrator during this time. Payout will be made within seven (7) days of either February 15th and/or September 1st.

EXHIBIT "G"

PAID EDUCATION LEAVE

The Employer agrees to pay into an education fund an amount of three (0.03¢) cents per hour for all straight time hours worked to provide for a Unifor Paid Education Leave (PEL) program.

- Effective from the date of ratification.
- In accordance with the terms of the Union's pattern proposal.
- Employer to provide special consideration for Education Leave for members to access the Education Leave Program, in accordance with the pattern proposal.

STATEMENTS OF POLICY

1. Overtime

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

As a general principle, the Company will, whenever practical, avoid requesting employees to work in excess of twelve (12) consecutive hours. For clarification, no employee will be asked to work more than twelve (12) consecutive hours unless all options for obtaining overtime to cover this time have been exhausted. Maintenance work related to emergency breakdowns will not be subject to this provision.

2. Metric Tools

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

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

3. Coverall Practice

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

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

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

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

TECHNICAL

Quality Inspectors

ART & DIE

Plate Layer

BOX PLANT

Waste Controller

Beer Line Operator

Corrugator - Doublebacker

Corrugator - Operator

Corrugator - Roll Tender

Flexo-Die Cutter - Assistant Operator Cleanup

Flexo-Die Cutter - Operator

Flexo-Folder Gluer - Assistant Operator

Flexo-Folder Gluer - Operator

1. "Variances in "Hours of Work"

Industrial Products Department

630 Gummer - Operator - 5:00 a.m. to 1:00 p.m.

& Helper (Friday only)

Transportation Department

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

(Up to 2 Checker Drivers to be

scheduled on a rotational basis

in either #1 or #2 Warehouse.)

2. The Company agrees to provide the Union with thirty (30) calendar day's written notice when policies are created or changed.

MAINTENANCE

All Mechanics and Electricians

Steam Plant Engineers

INDUSTRIAL PRODUCTS

Cleanup

Gummer – Helper

Gummer - Operator

Pressman

Winderman

MISCELLANEOUS

Supervisor to sign out as required

LETTER OF UNDERSTANDING #2

TEMPORARY TRADESPEOPLE

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

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

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

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

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

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

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

NOTE: 1. Definition of Project Work

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

Crown Packaging & Local 433 Collective Agreement July 1, 2021-July 30, 2025

CROWN PACKAGING SOUTH FOOT OF GARDEN CITY ROAD, RICHMOND, BRITISH COLUMBIA`	UNIFOR LOCAL 433, CANADA
M.E. Lutzer	J.D. Britton
J.P. Hodgkins	G.R. Campbell
D.M. Ainsley	W.E. Anderson
L.A. Davis	B.A. Cosens
D.K. Gee	K.W. Ackermann
M.J. Genn	D.J. Liddle

July 27, 1995

Dated

LETTER OF UNDERSTANDING #8

HARASSMENT

The Parties recognize that it is crucially important to ensure and promote a workplace free from bullying, harassment, and discrimination. The Parties acknowledge that this anti-harassment, anti-bullying, and anti-discrimination policy (the "Policy") is in place. The Company shall make said Policy available to all bargaining unit employees and have it posted in a conspicuous place at the worksite at all times.

Crown Packaging (the "Company") is committed to providing a work environment that is free from harassment, bullying and discrimination and one where the dignity of every employee is respected. The Parties acknowledge that the Company has legal obligations to maintain a safe workplace free from bullying, harassment and discrimination under the Workers Compensation Act and the Human Rights Code. Should there be a conflict between this Policy and the relevant law, the law will apply and be incorporated into this Policy.

All bargained employees are expected to conduct themselves in accordance with the Policy when it relates to the workplace whether they are on or off the Company premises, at a Company-sponsored event and when conducting business on behalf of the Company. Non-bargaining unit employees will be held to separate but similar policies in accordance with all applicable regulations. Bargaining unit employees found to have engaged in any act of bullying, harassment and/or discrimination could be subject to discipline, up to and including termination for cause, depending upon the seriousness of the offence and other relevant factors.

The purpose of this Policy is to provide employees with an effective method to address bullying, harassment and/or discrimination without a threat of reprisal.

The Company will ensure that all employees are aware of the content of this Policy and the conduct that it addresses. Further, this Policy will be reviewed on an annual basis to ensure continued compliance with statutory requirements.

Definitions

Bullying and Harassment

Bullying and harassment in the workplace can take many forms, including verbal aggression, personal attacks, and other intimidating or humiliating behaviours. A worker is bullied and harassed when someone takes an action that they knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

Examples of behaviour or comments that might constitute bullying and harassment include verbal aggression or insults, calling someone derogatory names, harmful hazing, or initiation practices, vandalizing personal belongings, and spreading malicious rumors.

It can also include any conduct, comment or gesture against an employee that is known or ought reasonably to be known to be unwelcome. This includes any action that it likely to cause discomfort, offence, or humiliation to any employee,

such as bullying or verbally abusive behaviour. This does not include reasonable Management of employees.

Sexual harassment includes any unwelcome conduct, comment, gesture, or contact of sexual nature (inside or connected to workplace).

Example of effects of this could include but are not limited to:

- i) indicates discrimination or an intention to discriminate against a person or a group or class of persons, or,
- ii) is likely to expose a person or a group or class of persons to hatred or contempt.

Complainant

The bargaining unit member(s) who have made a complaint under this policy.

Respondent

The person(s) alleged to have engaged in bullying, harassment and/or discrimination.

Witness

The person or persons who have or are alleged to have seen the bullying or harassment or an event considered to be material to the investigation by the investigators.

Complaint Procedure

The Company recognizes how difficult it is to come forward with complaints of this nature and will make every reasonable effort to ensure that the privacy of the persons involved in a complaint is protected. To the extent practical and appropriate under the circumstances, confidentiality will be maintained subject to the overriding responsibility of the Company to investigate and deal with complaints, provide procedural fairness to all Parties involved, and act in accordance with applicable statutory and other legal requirements.

The Company agrees to notify the Union Standing Committee immediately once a complaint has been raised under the Policy. The Union agrees to notify the Company immediately should a complaint be received by the Union. The process of instigating an investigation will begin forthwith.

What to do in cases of bullying, harassment, and discrimination:

- i) If an employee has experienced or witnessed any form of harassment, bullying or discrimination in the workplace or have reason to believe that another employee is subject to harassment, bullying and discrimination, and if you are comfortable doing so, clearly communicate to the individual that their behaviour or conduct is unwelcome. In some cases, this may be sufficient to put an end to the conduct. Otherwise, employees should immediately document the incident at the time. Take detailed written notes or otherwise record the incident, including the date, time, place, and details

of what was said and done, names of possible witnesses and the surrounding circumstances.

- ii) Report the incident to your Supervisor. Alert your immediate Supervisor (their immediate Supervisor, the Human Resources Department, and/or your Union workplace Representative). It is important to stress that all employees, upon becoming aware of an incident of workplace bullying, harassment, or discrimination, should report the incident. A person who has the authority to prevent or discourage harassment may be held responsible for failing to do so.
- iii) All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve.
- iv) Cooperate with the investigation. With your assistance, there will be a swift and thorough investigation into the allegations and take corrective action, if necessary. All complaints of bullying, harassment or discrimination will be quickly and thoroughly investigated in as confidential manner as is reasonably practicable. A Supervisor who receives a complaint must immediately advise the Vice President of Human resources. The Human Resources Department will be responsible for handling the complaint, when a complaint is submitted in writing.
- v) Upon receipt of the complaint, the Vice President of Human Resources will designate an internal or external Representative (the "Investigator") to initiate a thorough investigation of the matter.
- vi) The investigation procedure will include discussions with the impacted employee(s), the respondent(s) as well as the other individual(s) involved. Any investigation will be done as soon as practicable.

At the conclusion of the investigation, the Investigator(s) will report the findings and conclusions regarding whether that alleged incidents occurred and if so, whether this Policy has been breached (i.e., the complaint was substantiated, unsubstantiated, or the relevant Parties have resolved the complaint to the Company's and Union's satisfaction).

If a complaint is substantiated, the Investigator(s) will provide the findings of the investigation to the Company to act upon as well as recommend proactive steps to address the incident and avoid a similar incident in the future. Where required by law, the Company will provide the Joint Health and Safety Committee Representative or Health and Safety Representative, as applicable, with summary of its investigation.

If the complaint is not substantiated, the Investigator may be asked to determine whether the complaint was frivolous, malicious or made in bad faith. Using this Policy to pursue frivolous, malicious or vexatious complaints is an improper use of the Policy, can cause harm to those involved, and may result in discipline.

Joint Investigation Process

An investigation committee will be comprised of two (2) trained Representatives (the “Investigators”), one (1) from the Company and one (1) Union Steward. Witnesses to an event related to the investigation may not be investigators.

The Parties agree that the Investigators are required to be impartial and will not have any role in making or defending a disciplinary decision should one be required.

The Investigators will meet ahead of time to prepare and identify the individuals that need to be interviewed, the evidence that is being sought, and the questions that need to be asked. The Employer Investigator will lead the investigation and the Union Investigator will limit themselves to asking clarifying questions, they are not to interfere in the process (i.e., by acting as an advocate for the complainant or respondent). Bargaining unit employees interviewed will be provided with Union representation during all interviews, unless they expressly state otherwise. Before the interviewing of any witnesses is completed, the Investigators will caucus to privately discuss the potential for further questions. The accuser, accused, or a witness of the incident in question may not be an investigator.

The Parties agree that this procedure is an alternative complaint mechanism and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint Procedure. The Parties acknowledge the right of individuals to file a complaint with the appropriate Provincial bodies and to seek redress. Note that these Provincial bodies have specific timeframes as to when the complaint must be filed. When a complaint is filed under this procedure, it should be noted that statutory time limits are not extended. However, the grievance procedure is put in abeyance/suspended until the Joint Workplace Harassment Process is completed.

Outcome

The Parties intent with this Policy is to prevent and correct bullying, harassment, and discrimination and other inappropriate conduct. If warranted, appropriate corrective action will be taken following the investigation of complaints under this Policy. The range of action could include such measures as: a formal apology, referral to appropriate counselling, reassignment, discipline, including a temporary suspension with or without pay, temporary or permanent demotion or termination, depending upon the seriousness of the offence and other relevant circumstances.

Should there be disciplinary action against a bargaining unit member as a result of the Company acting on the findings of the investigation, the disciplinary action and findings of the investigation will be shared with the Unifor Local 433 Business Agent (subject to the Company’s obligations under privacy legislation, including the Personal Information Protection Act). It is understood that a member disciplined under this Policy maintains their right to utilize the grievance procedure to seek redress. Any grievance initiated in such a case will be filed at Step 3.

The Company encourages all employees to report any incident of workplace bullying, harassment and discrimination immediately so that the complaints can be

quickly and fairly resolved. All employees can be assured that they will not be penalized in any way for reporting incidents of bullying and harassment, as a requirement of the Workers Compensation Act. Retaliation in any form against anyone who participates in this process (or is believed to have participated) will not be tolerated. Equally, because false accusations can have serious effects on innocent persons, the willful misuse of this Policy or making false, malicious, or frivolous accusations will not be tolerated and may be grounds for discipline.

Employee and Family Assistance Program

The Company offers an Employee and Family Assistance Program (“EFAP”) for any employee who may be experiencing harassment in the workplace. The Company encourages employees to seek assistance through this program. For more information regarding the EFAP, please visit the benefit forms area outside the Human Resources Department.

LETTER OF UNDERSTANDING #10

EXPEDITED ARBITRATION

1.
 - a. The Company and the Union agree that it is desirable to resolve disputes as quickly, fairly, and economically as possible. Recognizing this, the Parties have developed an Expedited Arbitration Procedure, which may be used as an alternative to the regular Arbitration Procedure.
 - b. Both Parties must be in agreement before the Expedited Arbitration Procedure is used. Any type of case can go to Expedited Arbitration except discharges and policy grievances. The decision to use this procedure must be made within thirty (30) days of completion of Step Four of the Adjustment of Complaints.
 - c. Grievances going to Expedited Arbitration will be scheduled to be heard within thirty (30) calendar days unless otherwise agreed to between the Parties.
 - d. The location of the hearing will be mutually agreed to.
2. A list of six (6) Arbitrators, shall be pre-selected to hear grievances referred to Expedited Arbitration. The agreed to Arbitrators will remain on the list for the term of the Agreement. These six (6) Arbitrators will be named by mutual agreement of the Company and the Union.

When a grievance is processed under this Section the Arbitrators on the List will be canvassed as to their availability on a rotation basis.

Should no Arbitrator from the list be available the Parties shall endeavor to select an alternative.

- a. Six Arbitrators have been listed. They are;
 - i) Elaine Doyle
 - ii) Arne Peltz
 - iii) Randy Noonam
 - iv) Ken Saunders
 - v) Chris Sullivan
 - vi) Karen Nordlinger
3. Hearings will be conducted in accordance with the following:
 - a. Lawyers will not be used to represent either Party. The Union may use its Business Agent and/or National Representative to present cases if it so chooses. Similarly, the Company may use the Vice President of Human Resources and/or designate.
 - b. Hearings will be as informal as possible, in keeping with the serious nature of the subject matter.

Crown Packaging & Local 433 Collective Agreement July 1, 2021-July 30, 2025

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

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CROWN PACKAGING FOOT OF GARDEN CITY ROAD, RICHMOND, BRITISH COLUMBIA		COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION Local 433
M.E. Lutzer		G.R. Campbell
D.M. Ainsley		W.E. Anderson
L.A. Davis		B.A. Cosens
D.K. Gee		K. W. Ackermann
M.J. Genn		D.J Liddle

July 27, 1995

Dated

LETTER OF UNDERSTANDING #11

WEEKEND THREE-DAY MAINTENANCE SHIFT SCHEDULE AGREEMENT

Preamble:

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

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

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

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

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

1. Manning

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

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

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

2. Transfers Into or Out Of the Weekend Schedule

a. All positions in the maintenance department will be posted annually for a two (2) year trial basis. These positions will be filled by canvassing the entire crew on a seniority basis. As per section 1. above, if no existing employees choose to fill the weekend positions, the Company will fill these positions by assigning employees hired after July 22, 1995.

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- b. Any problems regarding transfers into or out of the weekend schedule that arise will be discussed and resolved at Standing Committee on the basis:
 - i) Seniority is recognized.
 - ii) The ability to efficiently man the schedule is recognized.
- c. If there are no unresolved problems as of December 1, 1997 the Company will agree to post annually as per agreement reached with this issue.
- d. Positions that will be posted will be:
 - Graveyard 2 Millwrights (permanent - not filled by rotation)
1 Electrician (filled by rotation from electrical department)
 - Afternoon 2 Millwrights (one position is filled by rotation from Grandfathered day shift crew and one position is a permanent afternoon shift)
1 Electrician (filled by rotation from electrical department)
 - *Day 6 Millwrights (including working Lead Hands)
4 Electricians

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

 - Weekend 6 Millwrights
2 Electricians
 - i) These crew sizes may change at the Company's discretion; however, the Company will adhere to the conditions laid out in Letter of Understanding #9 dated December 12, 1995.
 - ii) Working lead hand is a steady day shift position.
 - iii) Working lead hand will be filled by seniority.
 - iv) All grandfathered millwright employees as defined in the Letter of Understanding #9, revised December 12, 1995 will be scheduled on day shift with one (1) position rotating to afternoons.
 - v) The electrical department will be scheduled as per Letter of Understanding #9 3. b.

3. Hours of Work

The established hours of work will be:

Schedule 1 - Friday to Sunday

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

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

Hours of work for Friday will be:

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

Saturday/Sunday

Day Shift Schedule

7:00 a.m. Start

10:00 a.m. - 10:15 a.m. Rest

1:00 p.m. - 1:30 p.m. Lunch

4:30 p.m. - 4:45 p.m. Rest

7:00 p.m. Stop

Schedule 2 - Saturday to Monday

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

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

Saturday/Sunday

Day Shift Schedule

7:00 a.m. Start

10:00 a.m. - 10:15 a.m. Rest

1:00 p.m. - 1:30 p.m. Lunch

4:30 p.m. - 4:45 p.m. Rest

7:00 p.m. Stop

Hours of work for Monday will be:

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

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

4. Hours of Pay

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

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

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

5. Shift Differential

Shift differential will be paid as per Section 28.

6. Overtime

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

- a. Time and one-half for the first four (4) hours worked in excess of eight (8) hours on Friday or Monday (depending on which schedule the employee is working), and double time thereafter.
- b. Time and one-half for the first four (4) hours worked in excess of twelve (12) hours on Saturday and Sunday, and double time thereafter.
- c. Double time for all work performed on holidays as specified in Section 7.
- d. Time and one-half for work in excess of thirty-two (32) hours per week.
- e. Time and one-half for the first twelve (12) hours and double time thereafter for work performed on designated days off.
- f. In payment of overtime on the basis provided above, the one (1) basis which results in payment of the largest amount of overtime shall be used.

7. Deferred Overtime

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

8. Meal Allowance

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

9. Statutory Holidays

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

10. Vacations With Pay

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

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

Daily vacation equivalent is:

Friday or Monday = eight (8) hours

Saturday = fourteen (14) hours

Sunday = eighteen (18) hours

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

11. Health and Welfare

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

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

Schedule 1 - Friday to Sunday

Monday + Tuesday = 1 day

Wednesday + Thursday = 1 day

Friday = 1 day

Saturday = 2 days

Sunday = 2 days

Schedule 2 - Saturday to Monday

Monday = 1 day

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

12. Pension Plan

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

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

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

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

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

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

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

13. Leave of Absence

a. When a death occurs to a member of a worker's immediate family, as defined in Section 31, 2. – Bereavement Leave, the worker shall be granted an appropriate leave of absence, and they shall be compensated at their regular straight time hourly rate for the hours of pay lost from their regular schedule up to a maximum of twenty-four (24) hours.

b. When a worker is required to report for Jury Duty, Coroners Inquest, or is required to appear as a Crown Witness, on a day on which he would normally have worked, he will be reimbursed by the Company for the difference between the pay received for Coroners Inquest, Jury or Witness Duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work necessarily lost. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

If any employee has served forty (40) hours on Jury Duty, Coroner's Inquest, or as Crown Witness, he will not be required to work on the

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weekend. However, if he has served a partial week, he will be required to work the weekend to make the required forty (40) hours.

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

14. Workers' Compensation Board and Employment Insurance Commission

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

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

CROWN PACKAGING FOOT OF GARDEN CITY ROAD, RICHMOND, COLUMBIA	BRITISH	COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION Local 433
M.E. Lutzer		J.D. Britton
J.P. Hodgkins		G.R. Campbell
P.R. Withrow		W.E. Anderson
M.M. Hulyd		B.A. Cosens
B.L. Tyler		D.J Liddle

February 21, 1996

Dated

Proposed crew size and schedule:

Shift	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Day	6(2)	9(5)	6(4)	6(4)	6(4)	9(5)	6(2)
Afternoons		2(1)	2(1)	2(1)	2(1)	2(1)	
Graveyards		2(1)	2(1)	2(1)	2(1)	2(1)	

NOTE: () Denotes Electrician

LETTER OF UNDERSTANDING #13

TRANSSHIPPING WAREHOUSE

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

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

See list as follows:

TRANSSHIPPING WAREHOUSE

List of Employees

Re: Letter of Understanding #13

May 1999

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

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G.W. Cowan		G.R. Campbell
D.M. Ainsley		R.R. Peat
D.K. Gee		D.L. Brown
D.W. Konarski		T. Chatzis
M.J. Genn		B.A. Cosens
B.L. Tyler		

June 30, 1999

Dated

LETTER OF UNDERSTANDING #14

FLEXIBLE WORK PRACTICES

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

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

 - The Joint Standing committee will be used to jointly discuss, develop and decide on implementation of flexibility.
 - As required, the National Representative and Vice President of Human Resources will be consulted to assist with any issues around the implementation of flexibility.
 - Decisions on training will be made on a consultative basis where both Parties' ideas will be entertained.
 - All employees will be required to complete training programs as decided by the Joint Standing committee.
 - The Parties recognize that the acquisition of new skills that facilitate the implementation of flexible work practices is an ongoing process and will continue over time to support the changing needs of the business.
3. Employees will participate in cooperative work practices, while still maintaining the primary responsibilities of their jobs.
4. The following payments will be made for flexible work practices:
 - Maintenance employees \$0.95 per hour
 - Operations employees \$0.40 per hour

To be implemented as follows:

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

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D.K. Gee		D.L. Brown
D.W. Konarski		T. Chatzis
M.J. Genn		B.A. Cosens
B.L. Tyler		

June 30, 1999

Dated

LETTER OF UNDERSTANDING #16

PROJECT WORK

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

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

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

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

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D.K. Gee		D.L. Brown
D.W. Konarski		T. Chatzis
M.J. Genn		B.A. Cosens
B.L. Tyler		

June 30, 1999

Dated

LETTER OF UNDERSTANDING #17

SCOPE OF AGREEMENT

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

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

CROWN PACKAGING FOOT OF GARDEN CITY ROAD, RICHMOND, BRITISH COLUMBIA		COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION Local 433
M.E. Lutzer		J.D. Britton
G.W. Cowan		G.R. Campbell
D.M. Ainsley		R.R. Peat
D.K. Gee		D.L. Brown
D.W. Konarski		T. Chatzis
M.J. Genn		B.A. Cosens
B.L. Tyler		

June 30, 1999

Dated

LETTER OF UNDERSTANDING #18

OVERTIME POLICIES

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

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

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

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

GENERAL POLICIES

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

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

BOX PLANT OVERTIME POLICY

OVERTIME FOR WEEKDAY FOUR HOURS EARLY/LATE

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

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

OVERTIME FOR THE WEEKEND

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

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

BOX PLANT POLICY FOR TRADING SHIFTS

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

Effective: May 12, 2000

Revised:

Presented at SCM: May 12, 2000

TRANSPORTATION DEPARTMENT OVERTIME POLICY

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

Effective May 12, 2000

Revised:

Presented at Negotiations April 4, 2003

INDUSTRIAL PRODUCTS OVERTIME POLICY

SHIFT TRADES

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

OVERTIME CANVASSING

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

Effective May 12, 2000

Revised:

Presented at Negotiations April 4, 2003

MAINTENANCE DEPARTMENT OVERTIME POLICY

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

Note:

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

Effective May 12, 2000

Revised:

Presented at Negotiations April 4, 2003

ART & DIE SHIFT TRADES AND OVERTIME POLICIES

SHIFT TRADES

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

OVERTIME CANVASSING

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

LETTER OF UNDERSTANDING#19

Running Equipment through Rest Periods and Lunch

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

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

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

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

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

- a. Machines will be manned with trained crews.
- b. Any machine scheduled to run through rest periods and lunches will not be curtailed in that week. In the event that a run through machine cannot be manned and attempts to provide relief have failed, it is agreed that another run through machine may be curtailed to man the priority machine.
- c. The hours of work for employees on run through will be:
Graveyard shift 11:00 p.m. to 7:00 a.m.
Day shift 7:00 a.m. to 3:00 p.m.
Afternoon shift 3:00 p.m. to 11:00 p.m.
- d. Employees working this shift on graveyard will receive ten (10) hours' pay.

LETTER OF UNDERSTANDING #20

PRESS AND FINISHING AREAS - LINES OF PROGRESSION

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

Vacancies Due to Absences

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

Operators

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

Assistant Operators

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

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

Operators

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

Assistant Operators

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

3. Permanent vacancies:

In the event of a permanent vacancy (includes removal of machines), the next most senior person will move up to the vacant position. The existing machine lines of progression will be honoured for permanent vacancies. The existing line of progression from lowest to highest is 479, 477, and 480 for the Press Area and, 475, 473, 472.

Job Rates

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

LETTER OF UNDERSTANDING #23

COMPRESSED WORK WEEK

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

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

Excluded Positions:

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

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

Crown Packaging & Local 433 Collective Agreement July 1, 2021-July 30, 2025

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

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

Manning

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

Absenteeism

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

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

Relief

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

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

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

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

Permanent Vacancies

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

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

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

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

Holidays

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

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

Hours of Work

The established hours of work will be:

Day shift 7:00am to 7:00pm

Night shift 7:00pm to 7:00am

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

There shall be 2 - 25-minute paid rest periods per 12-hour shift. Employees are not permitted to leave Company property during company-paid breaks. The first breaks in a 12-hour shift will be scheduled to start between 9:45 and 12:15, and

the second breaks will be scheduled to start between 1:45 and 4:15. If an employee is required to remain at work after the end of the shift for more than one (1) hour, the employee will be given a 20-minute rest period in the first hour of the additional time to be worked. If an employee is required to report for work more than one hour prior to the start of their shift, the employee will be given a 20-minute rest period in the last hour of the additional time to be worked.

Definitions

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

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

Wages

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

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

Overtime

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

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

Vacation and Supplementary Vacation

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

One (1) week of vacation or supplementary vacation is equivalent to three – 12-hour shifts. For purposes of administration, one (1) week of vacation or supplementary vacation will be equivalent to forty hours.

Daily vacation equivalent will be 13.33 hours.

Deferred Overtime

Employees working this schedule who take deferred overtime as time off or as a payment will be credited with one (1) hour of straight time pay for each hour taken out of the deferred overtime bank.

Meal Allowance

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

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

If the employee does not want to accept the meal allowance, the employee can order food for themselves and twelve (\$12.00) dollars will be added to their next pay cheque.

Shift Differential

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

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

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

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

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

Pensions

Employees working this schedule will be credited for 1.1111 hours per straight time hour worked for purposes of pension credits. Overtime hours worked will be credited at one (1) hour per hour worked.

Bereavement Leave

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

Jury Duty

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

Welfare Plan

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

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

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

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

LETTER OF UNDERSTANDING #24

VOLUNTARY TRAINING OPPORTUNITIES

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

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

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

LETTER OF UNDERSTANDING #25

DEPENDENT CONTRACTORS

Local Freight

1. As a result of the addition of "dependent contractors who are engaged in trucking" to the bargaining unit, the Company and the Union are entering into this Letter of Understanding #25 to set out the terms and conditions of employment of the dependent contractors engaged in trucking.
2. The Company and the Union agreed that:
 - (a) the Company has contracts with the following dependent contractors, to be known as Crown Dependant Contractors (CDC's) and they are listed by their respective seniority:
 - (i) Mangnus Trucking – Charles Mangnus
 - (ii) Snowbound Trucking – Hank Snowwhite
 - (iii) Norik Enterprises – Sheldon Nornberg
 - (iv) 0935112 BC – Jas Maan
 - (v) 0935307 BC – Satnam Dhillon
 - (vi) Wildcat Transport – Jaswant Deol
 - (vii) Har Transport – Ninderpal Chahal
 - (viii) 1050389 BC – Manjit Sall
3. The Company agrees that it does not intend to replace the contractors listed in paragraph 2 (a) with independent contractors.
4. The contractors listed in paragraph 2 (a) will not operate any more tractors for local delivery at the Company than the number operated as of April 29, 2013.
5. The Company agrees that the said dependent contractors will continue to be recognized as dependent contractors so long as they continue to satisfy the tests set out by the Labour Relations Board with respect to the requirements for dependent contractor status.
6. The Union and the Company agree that sections 1, 2, 3, 4, 5, 6, 16, 18, 20, 23, and LOU #8 of the collective agreement will apply.
7. The Parties agree that the dependent contractors will:
 - (a) provide services to the Company in accordance with the "Owner Operator Requirements" set out in this Letter of Understanding.
 - (b) be compensated for their services in accordance with the "Zone Rates" set out in this Letter Of Understanding.
 - (c) be subject to the "Program Details" set out in this Letter of Understanding.

8. The Company agrees that if it increases the Zone Rates that it pays to independent contractors for local freight services in the same areas covered by the Zone Rates set out in this Letter of Understanding, the Company will apply those same increases to the Zone Rates paid to the dependent contractors included in the bargaining unit. The Company will provide the zone rates paid to independent contractors to the Union Standing Committee at the “trucker quarterly” meetings.
9. In the event that the Company reduces the Zone Rates that it pays to independent contractors for local freight services in the same areas covered by the Zone Rates set out in this Letter of Understanding, the Company agrees that any such reductions in the Zone Rates will not be applied to the dependent contractors covered by this Letter of Understanding.
10. Crown presently pays sixty (\$60.00) dollars per hour to Landmark First Class and fifty-five (\$ 55.00) dollars per hour to Trace and J. Bath for local delivery, for the deliveries that are not done on the Zone Rates.

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

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

For example:
 - If the hourly rates increase by 1.5% in January 2014, there would be no increase in the Zone Rates.
 - If the hourly rates increase by 2.5% in January 2014, the Zone Rates would increase by .5%.
 - If the hourly rates increase by 3.5% in January 2015, there would be no increase in the Zone Rates.
 - If the hourly rates increase by 1.5% in January 2014 and 3.5% in January 2015, the Zone Rates would increase by 1.0%.
11. The terms and conditions of employment for the dependent contractors engaged in trucking will be those set out in this Letter of Understanding. Except as specifically referred to in this Letter of Understanding, the remaining provisions of the collective agreement will not apply to the dependent contractors covered by this Letter of Understanding.
12. The Trucker Union Representative will be compensated by the Company for the time spent at the “trucker quarterly meetings”, per the “wait time” listed in this LOU.

Owner Operator Requirements

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

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

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

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

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

Daily Minimum Benchmark

The Daily Minimum Benchmark will be adjusted by the general wage increase in 2022, 2023 and 2024.

There shall be minimum daily benchmark of five hundred seventy-five (\$575.00) dollars for vehicles greater than five (5) tonnes [four hundred and twenty-five (\$425.00) for vehicles five (5) tonnes or less]. No fuel surcharge will be added to the Daily Minimum Benchmark. This amount shall be paid for each day that any Owner Operator is available for work based on a full working day basis (minimum nine[9] hours).

If the Owner Operator is available for less time for matters outside their control that can be documented upon request such as illness, emergency, vehicle breakdown, etc. the minimum daily benchmark will be pro-rated accordingly.

The minimum daily benchmark shall be paid to all Owner Operators who are available on a full working day basis as per the above who perform any work including but not limited to those working on dedicated account, wait-time and yard work.

Owner Operators must accept all work properly offered to them under the terms of the collective agreement to receive the minimum daily benchmark and any disputes shall be referred to the grievance procedure.

The Owner Operator is required to check in with Crown Packaging for any further delivery requirements before ending the available work day and as a means to verify entitlement to any daily benchmark compensation. The minimum daily rate applies to regular business days and does not apply to minimum call or weekend deliveries as set out in the collective agreement.

The Owner Operator start time will be determined by Crown Packaging's customer delivery requirements, as determined by the Logistics Manager or their designate. An established start time list developed by Union/Management at the quarterly meeting and will be used as a start time guide.

The Crown Dependant Contractors will be assigned work in advance of all independent contractors relative to the agreed to the start times developed between the Company and the Union. No independent drivers will be assigned work before 6:30 am unless all CDC's have been dispatched. If business demands dictate that a delivery that requires the Company to dispatch an independent contractor outside of the above parameters, the Union Standing Committee and CDC Union Representative will be notified of the details of each occurrence at quarterly trucker meetings. The CDC's will be given preferential consideration for preferred runs, including backhauls.

Weekend and Statutory Holiday Deliveries:

The CDC's will be canvassed by seniority to perform weekend deliveries. The CDC will be compensated with two hundred and fifty (\$250.00) dollars plus FSC for any deliveries performed. This rate will be increased by the general wage increases.

Minimum Call

If an Owner Operator is scheduled to report for work and there is no work available, the Owner Operator will be paid two hundred and fifty (\$250.00) dollars for that shift, this rate will be increased by the general wage increase.

Customer Issues:

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

Trailer inspections and condition:

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

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

Zone Rates

The zone rates set out in the following table will increase as identified in the zone rate proposal and will then increase per the General Wage increase: July 1, 2022, 2.5%; July 1, 2023, 2.5%; July 1, 2024, 3%.

Zone	Date of Ratification	July 1, 2022 2.5%	July 1, 2023 2.5%	July 1 2024 3%
Richmond south	\$79.39	\$81.37	\$83.41	\$85.91
Richmond north	\$89.55	\$91.79	\$94.08	\$96.91
Delta	\$81.92	\$83.97	\$86.07	\$88.65
New Westminster	\$99.57	\$102.06	\$104.61	\$107.75
Burnaby south	\$102.50	\$105.06	\$107.69	\$110.92
Surrey south	\$107.12	\$109.80	\$112.54	\$115.92
Vancouver south	\$110.91	\$113.68	\$116.52	\$120.02
Pacific Hwy	\$111.53	\$114.32	\$117.18	\$120.69
Burnaby north	\$115.94	\$118.84	\$121.81	\$125.46
Cloverdale	\$115.94	\$118.84	\$121.81	\$125.46
Vancouver north	\$118.47	\$121.43	\$124.47	\$128.20
Coquitlam	\$126.02	\$129.17	\$132.40	\$136.37
North Vancouver	\$126.02	\$129.17	\$132.40	\$136.37
Surrey north	\$126.02	\$129.17	\$132.40	\$136.37
Langley west	\$138.63	\$142.10	\$145.65	\$150.02
Port Coquitlam	\$138.63	\$142.10	\$145.65	\$150.02
Pitt Meadows	\$144.93	\$148.55	\$152.27	\$156.84
Maple Ridge	\$156.28	\$160.19	\$164.19	\$169.12
Langley east	\$156.28	\$160.19	\$164.19	\$169.12
Abbotsford west	\$180.22	\$184.73	\$189.34	\$195.02
Abbotsford east	\$197.25	\$202.18	\$207.24	\$213.45
Chilliwack	\$214.25	\$219.61	\$225.10	\$231.85
Chilliwack east	\$239.45	\$245.44	\$251.57	\$259.12

Program Details

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

Deliveries:

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

Extra drops or pickups will be paid per occurrence at:

Date of ratification: \$48.00

\$49.20 – July 1, 2022

\$50.43 – July 1, 2023

\$51.94 – July 1, 2024

All deliveries include up to 40 minute unloading time. After 40 minutes rate is:

Date of ratification \$48.00

\$49.20 – July 1, 2022

\$50.43 – July 1, 2023

\$51.94 – July 1, 2024 per hour

Wait times will be charged in ten (10) minute increments

Trailer Moves paid at ten (\$10.00) dollars per move (Hourly rate for major projects)

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

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

Pallet & Trailer charges:

Pacific Pallet pickup - \$115.00 – to be arranged for return trips from the valley

Paramount pallet pick up - \$130.00, regardless of dispatch location – includes 40 minute wait time and trailer moves

Delta pallet pick up - \$67.00, regardless of dispatch location – includes 40 minute wait time.

CHEP pallet pick up - \$80.00, regardless of dispatch location – includes 40 minute wait time

Van Link – roll pick up. \$93.00 including 1 hour load time – includes fuel

Ocean Trailer and Trailer Wizard Delta – \$84.00 – includes fuel

Ocean Trailer and Trailer Wizard Coquitlam - \$130.00 – includes fuel

Fuel Surcharges:

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

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

Notwithstanding, should drops within the Municipal Boundaries zone be further than fifteen (15) kilometers apart then the Fuel Surcharge will be applied to the extra drops.

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

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

The Fuel surcharge rate will be the posted LTL rate from <https://www.ntscanada.com/ch/CFS.php>

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

Boundaries:

Richmond South: That part of City of Richmond South of Westminster Hwy.

Richmond North: That part of Richmond North of Westminster Hwy.

Delta: Municipal Boundaries

New Westminster: Municipal Boundaries

Burnaby South: That part of City of Burnaby South of Hwy 1 and North of Marine Way.

Surrey South: That part of Surrey South of Nordel Way / 88th Ave and West of 176th Street and North of 40th Ave.

Vancouver South: The part of City of Vancouver South of Grandview Hwy / 12th Ave. / 10th Ave.

Pacific Hwy: City of White Rock and that part of the City of Surrey South of 40th Ave.

Burnaby North: That part of the City of Burnaby North of Hwy 1

Cloverdale: That part of the City of Surrey South of the Fraser river, East of 176th Street and North of 40th Ave. (eastern boundary is 196th Street)

Vancouver North: That part of the City of Vancouver North of Grandview Hwy. / 12th Ave / 10th Ave.

Coquitlam: Municipal Boundaries

North Vancouver: Municipal Boundaries

Surrey North: That part of Surrey North of Nordel Way / 88 Ave and West of 176th Street including the Fraser Heights regions.

Langley West: City of Langley and the part of the Township of Langley that is West of 240th Street, Western boundary is 196th Street.

Port Coquitlam: Municipal Boundaries

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Pitt Meadows: Municipal Boundaries
 Maple Ridge: Municipal Boundaries
 Langley East: That part of the Township of Langley that is East of 240th Street, including Aldergrove.
 Abbotsford West: That part of the City of Abbotsford West of Hwy 11.
 Abbotsford East: That part of the City of Abbotsford East of Hwy 11.
 Chilliwack: East of # 3 Road
 Chilliwack East: East of Prest Road
 Approved and accepted this _____19th_____ day of June, 2013 at Richmond, British Columbia.

Crown Packaging South foot of Garden City Road, Richmond, British Columbia		Unifor Local 433 Canada
Joseph Beers		Vince Lukacs
Mark Miedema		Brent Reid
Curt Brennan		Rod Peat
Dave Antoniou		Otto Wittenberg
		Gino Bianchini
		Gary Wenborn

DRUG & ALCOHOL POLICY

PURPOSE:

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

Objective

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

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

Rules

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

Drug and Alcohol Abuse

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

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

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

CROWN CORRUGATED COMPANY

Impairment Indicator Report Form

Employee's Name: _____

Date and Time: _____

Location: _____

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

1. Mike Aves (604) 220-8276
2. Christina Ta (604) 928-7800
3. Brad Boutin (604) 970-0161

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

Objective Signs:

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

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

Speech: _____

Dexterity: _____

Standing: _____

Walking: _____

Judgment / decision making: _____

Appearance (eyes, clothing, etc.): _____

Odors (alcohol, marijuana): _____

Attitude: _____

Supervisor's name(s): _____

Witnesses' name(s): _____

LETTER OF UNDERSTANDING #26

Steam Plant Certification

Should the employee choose to leave Crown Packaging prior to twenty-four (24) months after receiving their qualifications, the pro-rate portion of the Living Out Allowance, Tuition, Books and Testing fees invested by the Employer in supporting an employee to obtain their Stationary Steam Engineering Certificate will be a debt owing to Crown Packaging. Employees will need to sign a promissory note prior to commencement of their training.

The Company will waive the employee's obligation in the event that the Company falls short of providing the twenty-four (24) month term or, if the employee has to terminate because of a life event beyond the control of the employee which includes:

- Death of immediate family members
- Serious medical event

It is understood that this only applies to new entrants to the program after date of ratification.

Crown Packaging & Local 433 Collective Agreement July 1, 2021-July 30, 2025

Signing page LOU # 26

Approved and accepted this _____8th_____ day of February, 2018 at Richmond, British Columbia.

Crown Packaging South foot of Garden City Road, Richmond, British Columbia		Unifor Local 433 Canada
Brad Boutin Operations Manager		James Monks Local 433 Business Agent
Colin Fernie President		Damian Surr Committee Member
Mark Miedema General Manager		Mike Noble Committee Member
Christina Ta Vice President of Human Resources		Rod Peat Committee Member
		Gary Wenborn Committee Members
		Mario Santos National Representative

LETTER OF UNDERSTANDING #27

Apprenticeship Training

Should the employee choose to leave Crown Packaging prior to twenty-four (24) months after receiving their qualifications, the pro-rated portion of the final two (2) Years Living Out Allowance, Tuition and Books invested by the Employer in supporting an employee to obtain their Red Seal Qualification will be a debt owing to Crown Packaging. Employees will need to sign a promissory note prior to commencement of their training.

The Company will waive the employee's obligation in the event that the Company falls short of providing the twenty-four (24) month term or, if the employee has to terminate because of a life event beyond the control of the employee which includes.

- Death or the immediate family member
- Serious medical event

It is understood that this only applies to new entrants to the apprenticeship program after date of ratification.

Crown Packaging & Local 433 Collective Agreement July 1, 2021-July 30, 2025

Signing page LOU # 27

Approved and accepted this ____8th____day of February, 2018 at Richmond, British Columbia.

Crown Packaging South foot of Garden City Road, Richmond, British Columbia		Unifor Local 433 Canada
Brad Boutin Operations Manager		James Monks Local 433 Business Agent
Colin Fernie President		Damian Surr Committee Member
Mark Miedema General Manager		Mike Noble Committee Member
Christina Ta Vice President of Human Resources		Rod Peat Committee Member
		Gary Wenborn Committee Members
		Mario Santos National Representative

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