

# **COLLECTIVE AGREEMENT**

**Between**



**WestRock Company of Canada Inc.  
("the employer / the company")**

**CALGARY PLANT  
and**

**UNIFOR LOCAL 539  
("the union")**



**February 01, 2020- January 31, 2025**

trcope343

11577 (09)

## GENERAL MISSION STATEMENT

**“The parties of this agreement are committed to working safely while continuously striving for operating excellence and efficiency, delivering exceptional value to our customers while being environmentally responsible and community minded.”**

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## **SECTION 1 - GENERAL PURPOSE OF AGREEMENT**

### **1.01 Mutual Responsibilities**

- (a) The general purpose of this Agreement is, in the mutual interest of the Company, the Union and the employee, to provide for the operation of the Plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of Plant, and protection of property. It is recognized by this Agreement to be the duty of the Company, the Union and the employee to cooperate fully, individually and collectively, for the advancement of said conditions.
- (b) 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 all personnel employed by the Company be maintained.

### **1.02 Interruption of Work**

It is agreed there shall be no strikes, walkouts, or other interruption of work during the period of this Agreement. It is agreed there shall be no strikes, walkouts, or other interruption or work upon its expiration except with the express and specific sanction of the National Union signatory to this Agreement. It is agreed that there shall be no lockouts by the Company during the period of this Agreement.

## **SECTION 2 - RECOGNITION**

### **2.01 Union Membership**

- (a) The Company recognizes the Unifor, Local 539, as the sole bargaining agent representing all employees, as defined in this Agreement, for the purpose of collective bargaining.
- (b) As a condition of employment, every employee shall become a member of the union upon commencement of their employment. Any employee not now a member of the union shall, as a condition of continued employment, become a member of the union upon ratification of the collective agreement in 2016. Every employee who is now or who becomes a member of the union shall, as a condition of continued employment, remain a member of the union. Upon seven days' notice in writing given to the employer by the union, the employer shall terminate the employment of any employee who does not become a member of the union as required by this Section 2.01 (b).
- (c) 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 By-Laws of Unifor Canada and Local 539.
- (d) Upon seven days' notice in writing given to the employer by the union, the employer shall terminate the employment of any employee suspended or expelled from the union by reason of their failure to sign a union card/dues checkoff card, pay union dues, initiation fees and assessments in accordance with the National Constitution of the Union and Local 539.

(e) Dues Check-off and Remittance

The Company shall remit to the Union not less often than once each calendar month, amounts deducted from the employees' wages in respect of initiation fees, assessments and regular monthly dues, together with an itemized statement (containing the information listed below).

- The names of all active and inactive employees.
- The amount of dues deducted for each employee.
- The number of hours upon which union dues were calculated.

(f) The Company shall notify new employees that WestRock is a unionized facility and will introduce new employees to the Plant Chairperson or designate on their first day of work to meet privately with the Plant Chairperson or designate. These meetings will occur during working hours and without loss of pay, for the purpose of handing them a copy of the Collective Agreement, the mandatory signing of their dues check off card / union card and to conduct a presentation on Union affairs. These meetings shall be for a maximum of one (1) hour unless otherwise agreed.

## **2.02 Notification in Writing**

The Union shall promptly notify the Company in writing of the names of the employees comprising the Plant Standing Committee and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the management personnel with whom said Plant Standing Committee shall deal and any changes in personnel thereof.

## **2.03 Information for the Union**

The Employer will supply the Plant Chairperson and the Local Union with the following information upon request, but no more than once per month:

- (a) Employees who have joined the bargaining unit during the month;
- (b) Employees on leave of absence at the end of the month;
- (c) Employees on medical leave and/or Workers' Compensation during the month and the date of the occurrence;
- (d) Upon written request, the Employer will provide the following information to the Local or National Representative for all bargaining unit employees:
  - Name
  - Address with postal code
  - Telephone number
  - Email address (if available)

The information collected by the Local or National Representative shall be used in accordance with the Union's internal privacy policies. The Union will indemnify the Employer against claims arising out of its compliance with this Article.



## **2.04 Union Lost Time**

- (a) The Company agrees to maintain the wages, vacation, pension and benefits of any employee away from work on official Union business.
- (b) The Union will provide written notice to the Company verifying who will be off and when.
- (c) The Company shall issue an invoice to the Local Union for the wages paid out to the employee plus a 25 % surcharge.

## **2.05 No Individual Contracts or Agreements**

Members of Local 539 and the Company agrees not to enter into any separate agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement will be null and void.

## **2.06 Printing the Collective Agreements**

Following ratification of a new collective agreement, each employee will be provided with a booklet-sized copy of the collective agreement paid for by the company. Furthermore, sufficient copies will be printed so as to supply all current employees and cover any anticipated employee turnover. Extra copies will also be printed for the Union and the Company as necessary for the ongoing Collective Agreement administration.

## **2.07 Bulletin Board**

The Company shall supply adequately enclosed official bulletin boards for the use of the Signatory Union in posting of official bulletins. Notices posted on such bulletin boards shall be only those concerning the business and affairs of the Signatory Union.

## **2.08 Union Label**

The Unifor Local 539 Logo will be included where requested by or acceptable to the customer. Dies will be supplied by the Union.

## **2.09 Employee Files**

An employee or an accredited representative of the Union acting on behalf of the employee and with a written authorization from the employee; shall be provided with reasonable access to inspect their own personnel file with no loss of pay.

## **SECTION 3 - DEFINITIONS**

Wherever used in this Agreement, including exhibits:

- (a) The word "EMPLOYEE(S)" means all persons on the payroll of the Company except those in Administration - in actual Supervision - in Sales - Engineering - Technical and Research - Sample Makers - Accounting - Clerical - Stenographic - Artists - Other Office Workers and Security Guards.
- (b) The word "DAY" means a period of twenty-four hours beginning at 11:00 p.m. or at the regular hour of changing shifts nearest to 11:00 p.m. in the Plant.

- (c) The word "WEEK" means a period of seven calendar days beginning at 11:00 p.m. Sunday, or at the regular hour of changing shifts nearest to 11:00 p.m. Sunday.
- (d) Sunday, for the purpose of this Agreement, is a twenty-four hour period commencing at 11:00 p.m. Saturday and ending at 11:00 p.m. Sunday, or at the regular hour of changing shifts nearest to 11:00 p.m. The hours of commencing and ending specified above, may be varied by mutual agreement of the Management and the Union Standing Committee, and the specified hour of commencing or ending will be adjusted to coincide with the regular hours of changing shifts.

#### **SECTION 4 - TERMS OF AGREEMENT AND CHANGES IN AGREEMENT**

- (a) This Agreement shall be in effect from February 1, 2020 to January 31, 2025 and shall continue in effect from year to year except as provided in subsections (b), (c) and (d) of this Section 4.
- (b) All notices given under the provisions of this section on behalf of the Signatory Union shall be given by the President of the Local Union (or their representative), and similarly notices on behalf of the Signatory Company shall be given by the President of the Signatory Company (or their representative).
- (c) This Agreement may be opened for collective bargaining as to changes as follows: Either party desiring any changes shall mail, fax or email to the other party, notice in writing, not more than one hundred and twenty (120) days or not less than sixty (60) days before the expiry date of the Agreement. If no such notice is given within the period noted in this subsection (c) the earliest time that such notice can be given is the corresponding dates in the following year.
- (d) If notice of desire for changes has been given in accordance with subsection (b) above, the parties shall, as soon as agreeable to the parties following such date of notice, meet for collective bargaining, the Signatory Company being represented in such negotiations by a Bargaining Committee appointed by the Company, and the Signatory Union being represented by a Bargaining Committee selected by said Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this Agreement.

#### **SECTION 5 - HARASSMENT AND DISCRIMINATION**

##### **5.01 Human Rights**

The employer undertakes to comply with all the terms contained in the Human Rights Act of the Province of Alberta. WestRock shall not refuse to continue to employ or discriminate against a person in regards to any terms or condition of employment because of race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, sexual orientation or family status.

##### **5.02 Corporate**

WestRock will establish and enforce a policy dealing with sexual and racial harassment in the work place. Sexual harassment will be defined as any unwanted attention of sexual nature, however minor. Racial harassment will be defined as any unwanted comment, racial slur, jokes, racist graffiti and or literature.

### **5.03 No Discrimination Due to Union Activity**

No discrimination shall be shown toward an employee active in the affairs of the Union.

## **SECTION 6 - SENIORITY**

### **6.01 Seniority and Abilities**

- (a) With the exception of those employees who have less than sixty (60) worked days or four hundred and eighty (480) worked hours of service for the purposes of postings, movement within the line of progression, lay-offs, bumping, recalls, and in the re-employment of seasonal employees, the principles of seniority will govern. Employees affected must have the sufficient ability and qualifications to perform the work and/or position.

For production employees, a reasonable training and trial period will be provided as per the Principles & Rules of Lines of Progressions/Postings (Section 36).

- (b) Any employee promoted to a supervisory or staff position which removes them from the bargaining unit shall retain their plant and department seniority within the bargaining unit for a period of thirty (30) worked days or two hundred and forty (240) worked hours, during which time they shall maintain their union membership.
- (c) Any extension of the above shall be by mutual agreement and limited to one (1) month intervals during which all conditions above shall apply. In any case where any employee has been promoted by the Company to a supervisory or staff position and at a later date ceases to be a supervisor or staff employee and the Company desires to retain their services, it is hereby agreed that reinstatement can be made within the Bargaining Unit and their plant seniority will apply in establishing the employee in a base rate job only.

### **6.02 Probationary Period**

- (a) New employees shall be considered probationary during their first sixty (60) worked days or four hundred and eighty (480) hours worked. Probationary employees may ask Human Resources for a report of their hours worked.
- (b) During this period, the Company may terminate a probationary employee (without recourse to the grievance procedure), who is unsuitable, and agrees to inform the Plant Chairperson of the reasons for the termination. Prior to terminating a probationary employee the Company must have warned an employee that they were not working to an acceptable standard and coached them on how to meet the standards.
- (c) The probationary period may be extended by mutual agreement of the Company and the Plant Chairperson. In this instance, a written performance report shall be created to identify the areas of concern and to clearly lay out the areas for improvement and the time frame for the extension. All other terms and conditions of employment shall apply from the date of employment.
- (d) Probationary employees shall be entitled to benefits after sixty (60) worked days or four hundred and eighty (480) hours worked whichever comes first.

### 6.03 Probation and Seniority

At the completion of the probationary period each employee shall have their name added to the Seniority List of the Company. Such employee shall receive service credit for Plant seniority to the first day of current employment; to achieve this, the parties agree to freeze the existing seniority list as of date of ratification in 2016.

For employees who start on the same day, the senior employee shall be determined by their last names alphabetically, to achieve this, the parties agree to freeze the existing seniority list as of date of ratification in 2016.

Employees shall have Department seniority based on their last entry into that department.

## **SECTION 7- HOURS OF WORK AND PAID BREAKS**

### 7.01 Scheduling

- (a) The regular hours of work for all workers shall be eight (8) hours per day Monday through Friday.
- (b) Every Monday, unless scheduled otherwise, the shifts will start 15 minutes earlier (6:45 a.m.; 2:45 p.m.; 10:45 p.m.) for a fifteen (15) minute tool box meeting. Employees must have the proper work clothes on and be ready for work before attending the toolbox.

Once a month the shifts will start 30 minutes earlier (6:30 a.m.; 2:30 p.m. and 10:30 p.m.) for a thirty (30) minute meeting. This meeting will be scheduled one week prior. Employees must have the proper work clothes on and be ready for work before attending the toolbox.

- (c) Shift schedule shall be:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

- (i) Shift schedule for Print Plate room shall be:

Day Shift - 7:00 a.m. - 3:00 p.m. Monday to Friday  
Afternoon Shift - 12:00 p.m. - 10:00 p.m. Monday to Thursday

This does not preclude Management from exercising its Management rights to schedule two (2) shifts in conformity with the disposition of Section 7 (b).

- (ii) Shift Schedule for Lift Truck Press:

Day Shift - 10:00 a.m. - 6:00 p.m.

- (iii) The parties agree - that the following shift schedule will be applicable to the afternoon shift: 3:00 p.m. to 1:00 a.m. - Monday to Thursday

The above schedule will be applicable only when the afternoon shift is scheduled for a full week, but qualified to exclude Shipping and Maintenance Departments. Part weeks will be scheduled on an eight-hour shift basis. In any event, this

revised schedule will not result in any additional cost to the Company and can be discontinued by either party.

- (d) Eight (8) hours pay will be paid for the above-noted shifts in 7.01 (c) (i) and 7.01 (c) (ii). The hours of commencing and ending shifts may be changed by agreement between the Company and the Union.
- (e) The regular hours of employment as defined in this Section 7, shall not be changed except in case of breakdown or where notice was given during the first four (4) hours of the shift preceding the work involved. There shall be only one change which advances an employee's shift during the work week; otherwise, two (2) hours penalty at straight time shall be paid.
- (f)
  - (i) All employees shall be entitled to two (2) ten (10) minute paid rest breaks in each eight (8) hour shift at times designated by the Company.
  - (ii) All employees shall be entitled to three (3) ten (10) minute paid rest breaks in each scheduled ten (10) hour shift at times designated by the Company.
  - (iii) All employees shall be entitled to four (4) ten (10) minute paid rest breaks in each scheduled twelve (12) hour shift at times designated by the Company.  
  
Additionally, in regards to (i), (ii), (iii) above, employees shall be entitled to one (1) twenty (20) minute paid lunch break.
  - (iv) An employee scheduled to work eight (8), ten (10) or twelve (12) hours who is required to work overtime will be entitled to an additional twenty (20) minute paid lunch break and an additional ten (10) minute paid break after each subsequent two (2) hours.
- (g) The foregoing provisions of this section shall not be construed as guaranteeing to employees any number of hours per day or hours per week.
- (h) Provided sufficient notice is given and with the Approval of the immediate Supervisor, employees may exchange shifts if there is no increase in cost to the Company.
- (i) Shift schedule for the following week will be posted by 3:00 pm Wednesday.
- (j) Notice of Shift Schedule Changes

Any changes made to the schedule after posting must be communicated directly to the affected employees by the Company, unless the employee cannot be reached.

## 7.02 Travel Time

Employees will have up to a maximum of five (5) minutes to travel to and from the designated lunch/break areas at each break, for a total maximum of fifteen (15) minutes for rest breaks and a total maximum of twenty-five (25) minutes for lunch breaks. As such, the ten (10) minute rest breaks and the twenty (20) minute lunch break shall commence once an employee enters the designated break areas.

## **SECTION 8 - WAGES AND PAY**

### **8.01 Wage Scale**

The wage scale for the term of this Agreement is attached as Exhibit "B" of this Agreement.

### **8.02 Pay Error**

Any error in excess of \$150.00 will be paid no later than five (5) working days after the employee has notified their Supervisor.

### **8.03 Pay Periods Defined**

Each pay period shall be two (2) weeks, starting on a Saturday at 11:00 p.m. and ending on a Saturday at 11:00 p.m.

### **8.04 Direct Deposit**

Notwithstanding unforeseen circumstances or General Holidays which may cause a deviation of the pay date, the pay shall be directly deposited on the Thursday following the end of the pay period by 12.01 a.m.

### **8.05 Deductions**

Except those required by law and overpayment, at which time a repayment schedule will be worked out with the employee, deductions from any employee's wages shall be made only on authority of the employee.

### **8.06 Pay Statements**

Notwithstanding unforeseen circumstances or General Holidays which may cause a deviation of the delivery date, pay statements will include all information required by Federal and Provincial Statutes and shall be received Wednesday prior to the Thursday pay deposit.

### **8.07 Dues on T4 Slips**

The company agrees to publish totals for union dues deducted each year on the applicable T4 slip provided for each employee.

## **SECTION 9 - OVERTIME**

### **9.01 General Overview**

- (a) Overtime at the rate of one and one half (1½) time shall be paid only on the following basis:
  - (i) For all authorized hours worked in excess of eight (8) hours in any one day; or
  - (ii) For all authorized hours worked in excess of forty (40) hours in any one week; or
  - (iii) For all authorized hours worked on any Saturday; or
  - (iv) For all hours worked by an employee on his designated day off.

- (b) Time and one-half (1 ½) shall be paid only once on any hour actually worked, and the one basis which results in payment of the largest amount of overtime shall be used.
- (c) An exception to the foregoing rules in this Section 9 is that no premium for hours in excess of eight (8) in any one day or forty (40) in any one week shall be paid when one worker accommodates another, with the approval of the Management, by working all or part of any fellow worker's shift.
- (d) All overtime will be voluntary with the exception of (e) and (f) as below and Section 13.01 (c).
- (e) An exception to the above, with respect to work on Sundays is as follows:
  - (i) Any work necessary in the protection of life or property may be done.
  - (ii) Any major maintenance or repair work, which is necessary in order to prevent material subsequent curtailment of employment of a substantial number of employees, may be done, provided that no machine or equipment involved in production shall be operated for production purposes during the Sunday shut-down period, except as provided in sub-paragraph (iii) below.
  - (iii) Sunday production work may be done provided that such work will be on a voluntary basis.
- (f) The Union recognizes that although Maintenance Workers are scheduled Monday to Friday, there are occasions when maintenance must be done on a Saturday. This includes any major planned maintenance or repair work which is necessary to prevent curtailment of employment during the following week. The maintenance employees will be expected to provide this service.

## 9.02 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 (1½).

- (a) 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 1.

An employee who withdraws from the Plan shall receive normal overtime payment from the date of withdrawal. Hours accumulated shall be taken in accordance with paragraphs (d) and (e).

- (b) Deferred overtime hours shall be calculated on the following basis:
  - (i) One-half (½) for each overtime hour paid at time and one-half rate as provided in Section 9.01.

- (c) Deferred overtime hours shall be accumulated during the period from September 1 to August 31 and thereafter for each twelve (12) month period commencing September 1.

An employee cannot accumulate more than forty (40) hours during each of these twelve (12) month periods.

- (d) Compensating Time Off shall be accumulated in units of four (4) hours.
- (i) Upon accumulation of four (4) hours, the employee may request compensating time off prior to the end of the accumulating period. Compensating time off must be taken in units of four (4) hours.
  - (ii) If at the end of the accumulating period the employee has accumulated over four (4) hours, compensating time off shall be taken in units of four (4) hours. For those hours less than four (4), the employee shall receive normal overtime payment.
  - (iii) Employees on ten (10) hour shifts may request compensating time off in units of two (2) hours.
- (e) Compensating time off not taken or arranged for by September 1 shall be scheduled by the Company.
- (i) The granting of compensating time 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.
  - (ii) Allocation of regular and supplementary vacation will receive priority.
  - (iii) The employee shall request compensating time off at least seven (7) days in advance of the week in which the compensating time off is desired.
  - (iv) Any overtime deferred during July and August must be scheduled and taken by November 30th of the year in which the overtime was deferred.
- (f) Calculation of payment for compensating time off:
- (i) Total earnings, including overtime pay, will be calculated for each participant each pay period.
  - (ii) Deductions from these earnings will not include income tax for the deferred overtime earnings.
  - (iii) 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:

- For time and one-half ( $1\frac{1}{2}$ ) overtime, an amount equal to one-third ( $\frac{1}{3}$ ) of the time and one-half overtime earnings.



- If requested, an employee shall receive his Deferred Overtime Payment immediately prior to taking the compensating time off. Income Tax on the deferred overtime will be deducted at the time of payment.

### 9.03 Overtime Allocation Policy

- (a) Where a piece of equipment or job is to be operated or performed past the scheduled hours in case of overtime, the crew on that particular machine or job will be given the first opportunity to work. If more employees are required the senior trained employee in the line of progression on that shift will be asked. If more employees are required, the senior trained person in the department followed by the senior trained Plant employee on shift will be asked.
- (b) When a machine or job is slated for Saturday/Sunday overtime, the designated shift crew (A,B,C) on that particular machine or job will have the first opportunity to work. If a full crew is not available from the designated shift, then the senior employee from the off designated shift crews on that particular machine or job will be asked next. (ie: the slotterperson on a press on designated shift declines to work overtime, the senior operator from the off designated shift on that particular machine will be asked, then the other operator from the off designated shift, then the senior slotterperson and so on).

It is understood that this obligation will have been met if an attempt to contact the employee by telephone is unsuccessful. If more employees are required, the senior trained employee in the line of progression will be asked. If more employees are required, the senior trained person in the department followed by the senior trained Plant employee on shift will be asked.

- (c) The designated shift crews will maintain their positions for the weekend overtime. Employees from the designated shift will fill the open position by seniority.
- (d) The following work will be assigned for "make-up" overtime hours:
- Health and Safety Audits or needed paperwork
  - Rework
  - Cleanliness Paperwork
  - Painting not done on a normal basis
  - Any other work mutually agreed upon between the Company and the Union.
  - Failure of the parties to reach mutual agreement will not affect the rights of the employee as laid out in the following paragraph:
- (e) If employee requests "Make-up" overtime and Company initiates two "make-up" overtime jobs from the time of the request over a two month period and employee refuses the jobs, then the Company is not liable for payment of overtime owed. If the Company fails to initiate "make-up overtime over a two month period, then the employee will be compensated for the time lost.
- (e) If it is agreed that make-up overtime is required, the employee and their supervisor shall sign a form containing the date and the amount of the missed overtime."
- (f) Overtime only allocated to probationary employees once all permanent employees have refused.

**SECTION 10 - SHIFT DIFFERENTIAL**

- (a) Effective the pay period following ratification in 2020, a shift differential of eighty - five cents (85¢) per hour will be paid to afternoon shift employees for all hours actually worked between 3:00 p.m. and 11:00 p.m. or the corresponding regular hours designated for the afternoon shift.
- (b) Effective the pay period following ratification in 2020, a shift differential of one dollar and five cents (\$1.05) per hour will be paid to night shift employees for all hours actually worked between 11:00 p.m. and 7:00 a.m. or the corresponding regular hours designated for the night shift.
  - (i) Effective February 1, 2021, a shift differential of one dollar and ten cents (\$1.10) per hour will be paid to night shift employees for all hours actually worked between 11:00 p.m. and 7:00 a.m. or the corresponding regular hours designated for the night shift.
  - (ii) Effective February 1, 2022, a shift differential of one dollar and fifteen cents (\$1.15) per hour will be paid to night shift employees for all hours actually worked between 11:00 p.m. and 7:00 a.m. or the corresponding regular hours designated for the night shift.
  - (iii) Effective February 1, 2023, a shift differential of one dollar and twenty-five cents (\$1.25) per hour will be paid to night shift employees for all hours actually worked between 11:00 p.m. and 7:00 a.m. or the corresponding regular hours designated for the night shift.
  - (iv) Effective February 1, 2024, a shift differential of one dollar and thirty cents (\$1.30) per hour will be paid to night shift employees for all hours actually worked between 11:00 p.m. and 7:00 a.m. or the corresponding regular hours designated for the night shift.
- (c) Differentials as set out in (a) and (b) above shall be paid on hours designated when such hours are worked as a result of a change in the hours of starting and stopping a regular shift. This will not apply when the change is the result of an employee's request.
- (d) Shift differential shall be paid in addition to an employee's regular rate of compensation. It will be added to the wage rates for calculating overtime for the afternoon and night shift workers when working into the next shift on overtime.

**SECTION 11 - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

- (a) 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 four (4) hours pay for so reporting.
- (b) In any case where an employee has commenced their regular scheduled shift they shall receive a minimum of four (4) hours pay, except where an employee requests and is granted leave from work, in which event the employee would be paid only for time worked.
- (c) In any case where an employee has worked four (4) hours at a higher rate, they will receive the higher rate for the balance of the shift.

- (d) In the event there is not sufficient work for an employee on any shift the employee will choose to take a deferred overtime day (8 hours), a floater (8 hours) or a leave of absence to cover for those hours.

### **SECTION 12 - MINIMUM CALL (CALL TIME) FOR EMPLOYEES**

- (a) An employee shall receive two (2) hours Call Time at the straight time day rate in addition to pay for time actually worked under the following conditions.
- When called to report to work after completing their designated shift
  - When called to work on their designated day off
  - When called to work before the end of a designated day off or a holiday, as specified in Section 17
  - When called to report for duty in advance of their regular scheduled shift

Call time will not be payable if notice is provided to the employee before the end of their preceding shift.

- (b) 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.
- (c) In the payment of Call Time on the basis provided in this Section, not more than one 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 11 hereof.
- (d) Call in rated employee on following shift by position then by seniority.

### **SECTION 13 - STARTING AND STOPPING OF WORK**

#### **13.01 Responsibilities**

- (a) It is the duty of a worker 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 supervisor's office, if reasonably possible, at least four hours before their shift goes on duty.
- (b) Employees shall be at their respective posts ready to begin at the time their pay starts and shall not quit work in advance of the time their pay stops.
- (c) If a worker does not report for their regular shift, the supervisor shall make a reasonable effort to secure a substitute. The employee shall remain at their post until a substitute is secured and if necessary, they shall work an extra two (2) hours.
- (d) Employees absent in excess of one (1) day are expected to keep the Company informed of their status to facilitate crew scheduling. Work will be refused to an employee under the following circumstance: When an employee reports for work after an absence in excess of one day and has not notified the company of their intention to return.

- (e) Those employees who miss a single shift and do not notify the company at all will be refused work when they return.

### **13.02 Meal Allowance**

When an employee works an additional two (2) hours after completing their regular shift they shall be provided with a meal allowance to the value of twelve dollars (\$12.00) and an additional meal allowance will be provided following an additional four (4) hours of overtime worked during the shift. The meal shall be eaten on Company time for a period not to exceed twenty (20) minutes. Meal allowance is \$12.00 effective on date of ratification. Meal allowance will not be paid to employees receiving sixteen (16) hours' notice prior to the commencement of the employee's shift.

## **SECTION 14 - RULES AND POLICIES**

Company rules and policies related to employees will be posted in a conspicuous place where they may be read by all employees and a copy of such rules and policies will be made available to all employees. Anticipated rule and policies changes shall be discussed with the plant committee prior to posting and shall not be inconsistent with this Agreement. Any dispute arising out of this section may be processed as a grievance under the provisions of section 15.

## **SECTION 15 - GRIEVANCE PROCEDURE**

### **15.01 Standing Committees**

Standing Committees shall be maintained in the Plant in the following manner:

- (a) The local Manager shall appoint a Company Standing Committee of three individuals which shall represent the Company.
- (b) The Local Union shall select from its membership a Union Standing Committee of three which shall represent the Union for the purposes stated in this Agreement.

### **15.02 Grievance Steps**

The Company and the Union mutually agree that, when a grievance, complaint or dispute arises in the plant coming under the terms of this Agreement, it shall be taken up in the manner set out below. The parties agree the complaints and grievances should be initiated and processed promptly. Grievances as a result of a discharge or suspensions and policy grievances shall be initiated at Step 2.

- (a) The grievance shall first be taken up within twenty (20) working days, excluding days on vacation, by the employee with their immediate supervisor; the employee will be accompanied by a shop steward. If during that meeting no satisfactory settlement is reached, then the grievance may be written up immediately. The supervisor will submit a written reply within three (3) working days. Grievances other than those involving individual employees may be initiated at Step Two by either party.
- (b) The Union and Company Standing Committees, on notification in writing of the grievance from one to the other of the existence of a grievance, shall, within three (3) days, agree on a mutually satisfactory date for a meeting thereon, but in no case longer than five (5) days from the date such notice has been given. An officer of Local 539 may be present at this meeting. Subjects not listed on the written notice shall

nevertheless be dealt with. If the two Standing Committees are unable to arrive at a settlement within five (5) days of their first meeting, the question may be dealt with as set out in (c) below.

- (c) The grievance may, upon written request by either party, within thirty (30) days (a copy of which request shall be delivered to the other party), be referred to the President of the Unifor (or his representative) and Director of Human Resources or their representative who shall meet within thirty (30) days. It is agreed that the Standing Committees and Plant Manager may take part in this meeting. (It is understood that their representative shall not include a representative that participated in step two of the grievance meeting).

Either party will submit a written reply within twenty-one (21) days of the grievance meeting.

- (d) If no agreement is reached at this stage, the matter may be referred to Arbitration, within thirty (30) days, as set out in (e) below.
- (e) The Company and Union will endeavour to agree upon the single Arbitrator. In the event the Company and Union cannot agree upon the selection of the Arbitrator, they will apply, within a thirty (30) day period to have the Arbitrator appointed under the provisions of the Alberta Labour Relations Code.

After the Arbitrator has been chosen by the foregoing procedure, this Arbitrator 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. In the case of discharge or suspension which the Arbitrator has determined to have been unjust, the Arbitrator shall order the reinstatement of the employee and shall award their back pay. In the case of back pay, should there be any doubt in the opinion of the board, the Arbitrator may order all or part of back pay as it deems fit.

- (f)
  - (i) The parties shall bear in equal portions the fees and expenses of the Arbitrator.
  - (ii) 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.
  - (iii) The procedure as set forth in this Section shall not be applicable to any employee in the case of discharge until they have completed sixty (60) days worked or four hundred and eighty (480) hours worked, whichever is greater.
  - (iv) Any grievance not processed in conformity with this Section shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits between steps may be extended by mutual consent.
- (g) It is understood that if the Union so requests, the grievor shall attend any stage of the grievance procedure.

## **SECTION 16 – DISCIPLINE**

### **16.01 General Overview**

The Company shall have the right to discipline or discharge for just cause.

Where, in the opinion of the Company, discharge is not appropriate, corrective action will be applied. In the application of the corrective action process, the circumstances of each situation will determine the degree of disciplinary action to be taken.

Barring unforeseen circumstances, discipline shall be initiated and processed within twenty (20) working days from the date where the reason for discipline came to attention of management **or** such discipline shall be null and void. Should this not be possible, the employer will inform the union in writing of a time and date where discipline could be imposed.

Probationary employee's records shall be cleared of all discipline, coaching letters, teaching opportunities, discussion planners, learning or improvement opportunities etc. once an employee completes their probationary period. All items above cannot be used to determine further discipline after completing the probationary period.

When an employee has received no corrective discipline for a period of two thousand and eighty (2,080) worked hours, all warnings or suspensions will be removed from their personnel file, such warnings or suspensions will not be considered in any further disciplinary action.

Nothing contained herein supersedes Section 16 - Discipline or Section 15 – Grievance Procedure.

### **16.02 Verbal Warning and/or Written Warning**

When Management decides to issue a verbal or written warning to an employee, a shop steward of the employee's choice provided the selected shop steward is on the same shift or if none is available, a member of the Union Standing Committee will be present and the discussion will be recorded and initialled by the shop steward and the supervisor.

- (a) A copy of the record of discussion will be forwarded to the Chairperson of the Union Standing Committee.

### **16.03 Suspension and Discharge**

- (a) Before Management issues a suspension or discharge to an employee, Management will discuss the situation with the available members of the Union Standing Committee.
  - (i) The supervisor may suspend the employee immediately on a temporary basis while awaiting the discussion.
- (b) Following the discussion, if Management decides to issue a disciplinary suspension or discharge to the employee, a letter explaining the reason(s) and the duration of the suspension will be given to the employee.

- (i) A copy of the letter will be forwarded to the Chairperson of the Union Standing Committee.
- (c) Upon the employee's return to work from a suspension, the Supervisor or Production Manager and a member of the Union Standing Committee will meet with the employee and review the situation.

### **SECTION 17 - GENERAL HOLIDAYS**

#### **17.01 General (Statutory) Holidays**

The following shall be the recognized paid Holidays:

New Year's	32 hrs	3:00 p.m. Dec. 31 to 11:00 p.m. Jan. 1
Family Day	24 hrs	11:00 p.m. Sunday to 11:00 p.m. Monday
Good Friday	24 hrs	11:00 p.m. Thursday to 11:00 p.m. Friday
Victoria Day	24 hrs	11:00 p.m. Sunday to 11:00 p.m. Monday
Canada Day	24 hrs	11:00 p.m. June 30 to 11:00 p.m. July 1
Civic Day	24 hrs	11:00 p.m. Sunday to 11:00 p.m. Monday
Labour Day	24 hrs	11:00 p.m. Sunday to 11:00 p.m. Monday
Thanksgiving Day	24 hrs	11:00 p.m. Sunday to 11:00 p.m. Monday
Remembrance Day	24 hrs	11:00 p.m. Nov 10 to 11:00 p.m. Nov 11
Christmas Day.	32 hrs	3:00 p.m. Dec. 24 to 11:00 p.m. Dec. 25
Boxing Day	24 hrs	11:00 p.m. Dec. 25 to 11:00 p.m. Dec. 26

- (a) The hours of commencing and ending, specified above, may be varied by mutual agreement of Management and the Union Standing Committee.
- (b) In the event that any of the above holidays falls on a Saturday or a Sunday, it shall be observed on the following Monday, unless mutually agreed upon between the Company and the Union to observe it on the Friday prior to the statutory holiday.
- (c) On such holidays no work shall be done except as follows:
  - (i) Any work necessary in the protection of life and property.
  - (ii) Any major maintenance, repair work or production work agreed to by the Management and the Union, provided that such work be on a voluntary basis.
- (d) Overtime shall be paid for all work performed during the above holidays at the rates hereinafter specified.

#### **17.02 Eligibility**

In addition to any other compensation earned, any employee who is on the payroll of the Signatory Company on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day will be granted eight (8) hours pay at the straight time rate of the employee's regular job, subject to compliance with all of the conditions (a) and (b) set forth below:

- (a) The employee must have worked for not less than thirty (30) days during the preceding twelve (12) months.
- (b) Every employee must have worked their scheduled work day before, and their scheduled work day after such holidays, unless failure to work their scheduled work day before and after the holiday was due to any of the following events:
  - (i) When the employee is on their regular authorized paid vacation and/or floater.
  - (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 bona fide sickness or accident or leave of absence.
  - (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 work day before, or their scheduled work day after such holiday. However, an employee shall not be granted payment for a holiday or holidays unless they have actually worked at least (1) day during the thirty (30) days immediately following such holiday and they have actually worked at least one (1) day during the thirty (30) days just preceding the holiday.
  - (iv) When a trade in shifts agreed upon between employees and approved in advance by Management, results in a temporary change of the scheduled work day before, or the scheduled work day after the holiday, provided the employee works the shift agreed upon.

## **SECTION 18 - VACATIONS AND FLOATING HOLIDAYS**

### **18.01 Annual Vacation**

All employees as defined in this Agreement shall be granted a vacation with pay subject to the following regulations:

- (a) The vacation period shall commence with the employee's starting date and thereafter will coincide with their anniversary date.
- (b) Each employee must work a minimum of fourteen hundred (1400) hours during the twelve (12) months immediately preceding their anniversary date in order to qualify for full vacation allowances, which are as follows:
  - (i) After one year of employment, an employee shall be granted two (2) weeks of vacation and the pay shall be based upon four and one-half percent (4<sup>1</sup>/<sub>2</sub>%) of their gross earnings during the applicable vacation year or eighty (80) hours at their regular pay, whichever is greater.
  - (ii) After completing two (2) years of employment, the employee shall be granted three (3) weeks' vacation and the pay shall be based upon six and one-half percent (6<sup>1</sup>/<sub>2</sub>%) of their gross earnings during the applicable vacation year or one hundred and twenty (120) hours at their regular pay, whichever is greater.



- (iii) After completing seven (7) years of employment, the employee shall be granted four (4) weeks' vacation and the pay shall be based upon eight and one-half percent (8 1/2%) of their gross earnings during the applicable vacation year or one hundred and sixty (160) hours at their regular pay, whichever is greater.
  - (iv) After completing fifteen (15) years of employment, the employee shall be granted five (5) weeks' vacation and the pay shall be based upon ten and one-half percent (10 1/2%) of their gross earnings during the applicable vacation year or two hundred (200) hours at their regular pay, whichever is greater.
  - (v) After completing twenty-three (23) years of employment, the employee shall be granted six (6) weeks' vacation and the pay shall be based upon twelve and one-half percent (12 1/2%) of their gross earnings during the applicable vacation year or two hundred and forty (240) hours at their regular pay, whichever is greater.
  - (vi) After completing thirty (30) years of employment, the employee shall be granted seven (7) weeks' vacation and the pay shall be based upon fourteen and one-half percent (14 1/2%) of their gross earnings during the applicable vacation year or two hundred and eighty (280) hours at their regular pay, whichever is greater.
  - (vii) The company will allow employees to take earned vacation prior to anniversary date, provided that the company can accommodate the vacation time off. These vacations will be paid on a per hour basis.
  - (viii) Employees entitled to more than five (5) weeks of vacation may opt to receive vacation pay in lieu of for any week of entitlement in excess of four (4) weeks, provided a plant layoff is not in effect with employees eligible for recall. This request must be in writing and submitted to Payroll to be paid to employee as part of their regular pay. Vacation payment will only be made through the Company Payroll system. No emergency manual paycheques will be permitted.
  - (ix) A ten 10-hour vacation pay bonus at the regular rate will be paid when an employee takes the first week of vacation after fully qualifying for full vacation.
- (c) In the event that an employee does not work sufficient hours to qualify for a full vacation in accordance with either (b) (i), (ii), (iii), (iv), (v) or (vi) above, they shall be granted their vacation on the basis of the following schedule:
- (i) New employees who have been employed for one (1) year and those who have previously qualified for two (2) weeks vacation shall be granted two (2) hours vacation for each week worked.
  - (ii) Those who have previously qualified for three (3) weeks vacation shall be granted three (3) hours vacation for each week worked.
  - (iii) Those who have previously qualified for four (4) weeks vacation shall be granted four (4) hours vacation for each week worked.
  - (iv) Those who have previously qualified for five (5) weeks vacation shall be granted five (5) hours vacation for each week worked.
  - (v) Those who have previously qualified for six (6) weeks vacation shall be granted six (6) hours vacation for each week worked.

- (vi) Those who have previously qualified for seven (7) weeks vacation shall be granted seven (7) hours vacation for each week worked.

Vacations shall be calculated to the nearest whole day.

- (d) The following shall be considered as days actually worked for the purpose of determining vacations with pay when an employee is on a leave of absence:
  - (i) Time lost up to one (1) year, as the result of an accident suffered during the course of employment and recognized by the Workers' Compensation Board,
  - (ii) Absence due to illness or non-occupational accident up to a period of one (1) year, provided that the employee has been on the payroll for one (1) year and that they return to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (e) In the event that an employee's service with the Company is terminated, they shall be paid vacation pay of the appropriate percentage (as outlined in (b) (i), (ii), (iii), (iv), (v) or (vi) of wages earned during the period of entitlement.
- (f) A vacation week shall include seven (7) days away from the plant (i.e. 5 days with pay and 2 days without pay).
- (g) All earned vacations must be taken with the exception of (b) (iii) above.
- (h) Vacations are not cumulative and must be taken within the vacation period.

## 18.02 Prime Time Vacation

Allotment of prime time vacation is to be decided by the Management who will post a completed vacation list by May 1 of each year. The employer and the employees will cooperate to the fullest toward adhering to the posted list. Any vacations requested for the months of July, August, and September or at Christmas shall be requested by April 15 of each year and will be awarded by plant seniority within each department. After April 15th of each year prime time vacation shall be allotted on a first ask first awarded basis for any open vacation allotments.

- Vacation requests must be dated, timed and initialled by the employee making such request and provided to their department supervisor or designate for signature acknowledging receipt. Employees are encouraged to make a copy for themselves for proof of submission.
- Christmas vacation is defined as any week containing any days from December 18th to December 31st of each year.
- Weekly vacation supersedes floaters and deferred days.
- Employees are restricted to three (3) weeks' prime time vacation, with a maximum of two (2) weeks to be scheduled during July, August and September if they are utilizing their seniority to book such vacation.

### **18.03 Non-Prime Time Vacation**

Allotment of non-prime time vacation is to be decided by the Management who will post a non-prime time calendar and shall update as per the timelines below.

Plant seniority in each department shall govern for vacation selection done as follows:

- Weekly vacation supersedes floaters and deferred days.
- Vacation requests for the months of January and February must be submitted by November 1 of the previous year.
- Vacation requests for the months of March and April must be submitted by January 1 of each year.
- Vacation requests for the months of May and June must be submitted by March 1 of each year.
- Vacation requests for the months of October, November and non-prime-time December vacation must be submitted by August 1 of each year.
- Employees who do not submit their vacation requests by the above dates will be subject to first requested, first awarded basis.
- Vacation requests must be dated, timed and initialled by the employee making such request and provided to their department supervisor or designate for signature acknowledging receipt. Employees are encouraged to make a copy for themselves for proof of submission.
- All seniority driven vacation requests must be responded to in writing by the appropriate Company officer within seven (7) calendar days of the cut off dates for submission.
- All first requested, first awarded basis driven vacation requests must be responded to in writing by the appropriate Company officer within seven (7) calendar days of the date of submission by the employee.

### **18.04 Floating Holidays**

Two Floating Holidays with pay, shall be granted annually to regular full time employees. These holidays are to be arranged at times suitable to the employee and the company, during the contract year, so that there will be no loss of production. The following conditions shall apply:

- (a) Pay for these holidays will be 8 hours pay at the straight time rate of the employee's regular job.
- (b) A new employee must have been on the payroll for not less than ninety (90) calendar days to qualify for their first holiday and on the payroll for one hundred and eighty (180) calendar days to qualify for their second holiday.

- (c) Employees will not qualify for these holidays if on leave of absence of more than nine (9) months in the contract year except in the case of sickness or injury.
- (d) Outstanding floaters maximum two (2) will be paid out to an employee upon termination of employment.
- (e) Employees shall request such floating holidays off in writing using a Company supplied form.
- (f) Floating holidays requested at least twenty-one (21) calendar days prior to the date requested shall be awarded in order of plant seniority within each department and will be responded to in writing by the Company fourteen (14) calendar days prior to the date requested.
- (g) Floating holidays requested less than twenty-one (21) calendar days prior to the date requested shall be awarded on a first come first awarded basis within each department and will be responded to in writing by the Company within seven (7) calendar days of the requested day if such time is available.

**SECTION 19 - SUPPLEMENTARY VACATIONS**

**19.01 Eligibility**

- (a) After completing five (5) 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:

<b>Years of Completed Continuous Service</b>	<b>Weeks of Supplementary Vacation</b>
After Five (5)	One (1)
After Ten (10)	Two (2)
After Fifteen (15)	Two (2)
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)

- (b) For the purpose of determining eligibility for Supplementary Vacation, an employee's service shall be calculated from the date of their joining the Company.
- (c) Employees may elect to have part or all supplementary vacation paid out by submitting a request to their supervisor.

**19.02 General Provisions**

- (a) The Supplementary Vacation may be taken in conjunction with the regular vacation to which the employee is entitled, provided such regular vacation is not scheduled to be taken during the months of July or August, in which event the Supplementary Vacation shall be taken at a time to be agreed upon by the Company and the employee.

- (b) The Supplementary Vacation must be taken prior to the employee becoming eligible for their next earned period of Supplementary Vacation as provided for in Section (a) above.
- (c) One (1) week's Supplementary Vacation pay shall be equal to forty hours at the straight time hourly rate of the employee's regular job.

### **SECTION 20 - BEREAVEMENT LEAVE**

- (a) 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 shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of three (3) days, twenty-four (24) hours, or in the case of a spouse, child or step child, parent or step parent, five (5) days, forty (40) hours.
- (b) If the day or days of leave noted above fall on their regularly schedule work days, then the employee will be paid eight (8) hours pay at their regular straight time rate for the leave.
- (c) Hours paid under the terms of this section 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.
- (d) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse (legal), same-sex partner, mother, father, brothers, sisters, step brother, step sister, sons, daughters, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-parents, step-children, grandparents and grandchildren.
- (e) When death occurs to a member of a regular full-time employee's brother-in-law or sister-in-law, the employee will be granted an appropriate leave of absence and shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule for a maximum of one (1) day.
- (f) If the death of an immediate family member occurs while an employee is on vacation, they will receive compensating time off at the end of their vacation.
- (g) Bereavement leave must be completed within 7 days from the date of funeral, service, memorial or celebration of life.
- (h) In the event of the death of a plant employee, the Company will give due consideration to a Union request for representation with pay at the employee's funeral.

### **SECTION 21 - JURY DUTY**

- (a) Paid leave shall be granted to any regular full time employee required to be a witness or juror by anybody in Canada that has the power of subpoena on a day which they would have worked. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury or proof of jury or Crown witness service and jury duty or Crown witness pay received.
- (b) Hours paid for jury or Crown witness or coroner's inquest 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.

- (c) Any employee called for Jury Duty who is not selected to the panel and is temporarily excused from attending at court, will be paid for time loss provided:
  - (i) They report within a reasonable time of discharge,
  - (ii) They furnish the proof required in (a) above, and
  - (iii) They accept a transfer to day work during the period of Jury Duty. Management may require another employee to exchange shifts.

## **SECTION 22 - LEAVE OF ABSENCE**

### **22.01 General**

- (a) The Company agrees that it is proper to grant leave of absence to employees who have been elected or appointed to an office or position in their Union, or who have been nominated or elected to Federal, Provincial or Municipal Office. However, it is not the intention of the Company to grant lifetime leaves of absence.
- (b) In the case of an employee being appointed or elected to a full time office or position in their Union, leave of absence up to two (2) years will be granted. Further leave may be granted by mutual consent.
- (c) Employees elected to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office.
- (d) Seniority shall accumulate during the period of an employee's leave of absence.
- (e) An employee with one year's service or more will be granted, upon request, a leave of absence equivalent to one semester for the purpose of furthering their education.

At the sole discretion of the Company, additional leave(s) of absence may be granted upon request of an employee to enable the employee to complete the educational requirements referred to in the previous sentence.

No more than two (2) employees can be off (for educational leave) at one given time and will be administered on a first come first service basis. This does not include the apprenticeship program.

- (f) The Company will provide maternity, parental and adoption leaves in compliance with the provisions of the Employment Standards Code of Alberta and any regulations hereto. An additional six (6) weeks without pay shall be granted to female employees where there is a valid and documented medical reason applicable to the health or wellbeing of the mother and/or child.

### **22.02 Leave for Birth or Adoption of Child**

Upon request by an employee the Company will grant leave for up to a maximum of three (3) days to an employee on the birth or adoption of their child. If employees have exhausted all single days off, they may apply for up to three (3) days of unpaid leave.

### **22.03 Personal Leave**

The Plant Management, upon being shown good and sufficient reason, may grant an employee a personal temporary leave of absence without loss of seniority, not to exceed six (6) months. Leaves must be requested in writing and Company replies will be given in writing. Under no circumstances will personal leaves be granted for the purpose of seeking alternate employment.

## **SECTION 23 – HEALTH AND SAFETY**

### **23.01 General**

- (a) The Signatory Union and the Company undertake to promote safety education among all employees in an effort to overcome accidents.
- (b) There shall be a plant health and safety committee which shall deal with all matters of health and safety. The existing plant safety rules shall be adopted by this committee which shall be posted in the plant on all safety bulletin boards.

The Company and the Union shall alternate chairing the health and safety meetings.

The committee will make an inspection tour of the plant on the same week prior to the monthly meeting. The committee will investigate all serious accidents and incidents.

The company agrees before any implementation of personal protective equipment or changes in Safety policy and/or Safety rules will be discussed with the Safety Committee before implementation.

- (c) Each of the parties will choose their members of the Safety Committee and the chosen members shall serve for a period of at least six months.
- (d) Employees are not expected to operate with unsafe equipment or under unsafe working conditions. Employees are expected to report immediately any unsafe equipment or conditions.
- (e) A Union Member and Management Member of the Safety Committee will accompany the Occupational Health and Safety Inspector on plant visits.
- (f) Safety shoes will be worn by all employees as a condition of employment; individuals with documented medical reasons will be exempted.

Effective upon ratification, Safety boots (full ankle needs to be covered) shoes will be subsidized by the Company in the amount of \$155.00 per calendar year to be paid out.

Effective November 2022, Safety boots (full ankle needs to be covered) shoes will be subsidized by the Company in the amount of \$160.00 per calendar year to be paid out on the first pay period in November.

- (g) It is agreed the Company and the Union will work together to promote safety training for the safety committee and employees, utilizing outside facilities where necessary. Any such training must be mutually agreed to by the parties.

### **23.02 Protective Equipment**

With the exception of the current section 23.01, the Company will supply all personal protective equipment required to work in the plant.

### **23.03 National Day of Mourning (April 28 of each year)**

In the spirit of continuously striving for an injury free workplace, the parties to this agreement agree to cease work and observe a one (1) minute of silence at 11:00 a.m., in memory of workers killed or injured on the job.

### **23.04 Joint Investigations**

The parties agree that the committee co-chairs or their designates shall participate in all investigations of serious injuries and incidents at the work site.

## **SECTION 24 - TEMPORARY LAY-OFFS**

The following rules apply to employees who are laid off due to a shortage of work, subject to seniority and qualifications as per Section 6:

- (a) If an employee has less than sixty (60) worked days or four hundred and eighty (480) worked hours of service, they shall be terminated. However, for the purposes of establishing recall rights, these hours may be accumulated within a one (1) year period.
- (b) If an employee, not terminated, is recalled within one (1) year of the date of their last lay-off, then:
  - (i) Their previous period of employment will be included for purposes of seniority.
  - (ii) They will be eligible for the next holiday as listed in Section 17.02 of the Agreement provided they qualify under sub-section (b) (iii) of Section 17.02 of this Agreement;
  - (iii) The starting date of their previous period of employment will be used for determining vacation eligibility, provided they have worked two-thirds (2/3) of the hours available during the period of their actual employment;
  - (iv) Benefit plans in existence will be reinstated upon their return to work. Group term life insurance, accidental death and dismemberment insurance and medical surgical insurance for an employee laid off with two (2) or more years of service shall be continued at the employee's option for three (3) months from the end of the period, for which the deductions have already been paid on a cost sharing basis, as provided in "Exhibit A" Costs, if the employee pays their portion in advance.
- (c) Laid-off personnel must keep the Company advised of their up-to-date address and telephone number. If requested to report back to work, they must do so within one week, otherwise they will be terminated. In the event that an employee is recalled, the Company will notify such persons by Registered Mail, if unable to reach them by telephone.
- (d) The Company will notify the Union of all layoffs and recalls in writing as soon as possible.
- (e) Any employee with six months seniority or more will receive a minimum of five (5) working days on written notice of the temporary lay-off for all affected employees.



## **SECTION 25 - TIME CARDS AND MACHINE REPORTS**

- (a) Each employee shall punch their card "IN" each time they report for duty and shall punch their card "OUT" at the completion of each shift.
- (b) Each employee shall punch their own card only.
- (c) Employees going home for lunch, or leaving the Plant at any time, shall punch their cards "OUT" and "IN" when they return to work.
- (d) The Company shall provide a form to be used by employees to claim extra or extended pre-approved time worked. Such forms will be kept by the time clock and deposited by employees at the applicable location at the time clock.
- (e) The employees shall cooperate in the preparation of all machine reports, etc., as requested by the Management.

## **SECTION 26 - MUTUAL RESPONSIBILITIES**

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

## **SECTION 27 - APPRENTICESHIP TRAINING PROGRAM**

### **27.01 Provisions**

The representatives of the joint Union/Management Apprenticeship Committee will meet periodically to identify the provisions of the Apprenticeship Training Program that need to be reactivated. It is understood that this committee will limit its activities to the following trades: Millwright, electrician, and machinist. Where practical and where operational conditions permit and solely at the discretion of Management, the employer will offer apprenticeships first to regular employees that will meet all required Provincial standards prior to hiring a Trades person or apprentices from outside the plant facilities.

- (a) The purpose of the Program is to provide trades people of the highest calibre.
- (b) The Apprenticeship Training Program will cover designated trades where applicable.
- (c) The minimum period of apprenticeship training shall conform to the terms of the Apprenticeship Act including both the prescribed technical and practical training.
- (d) All provisions of the labour agreement shall be applicable to apprentices in the Program.
- (e) Apprentices hired with previous training may be placed into the Training Program at a level determined by the Joint Apprenticeship Committee, with advice from the Apprenticeship Branch.
- (f) Under the Program, Apprentices will receive rates as per Exhibit "B" of the Collective Agreement.

Progression through the schedule of rates is subject to successful completion of prescribed theoretical training, practical training and tests. The schedule of rates applies on date of qualification or as otherwise provided for in Item 10.

- (g) A joint Union-Management Apprenticeship Committee will be comprised of two Union and two Management representatives.

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:

- (i) 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.
  - (ii) Set standards for entry into the Apprenticeship Program that are consistent with the standards recommended by the Apprenticeship Branch.
  - (iii) Carry out periodic reviews of training programs.
  - (iv) See that the required practical tests are carried out in cooperation with the Apprenticeship Branch.
  - (v) Determine the tool requirements by years of training.
  - (vi) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an employee meets their requirements of time served.
- (h) 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.
- (i) 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 months. Failure to pass the second examination will 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.

## **27.02 Schedule of Training for Apprentices**

- (a) Successful applicants will be assigned to a specific trade as a probationer for a three-month period. During the probationary period they shall be paid the base rate.
- (b) On successful completion of the probationary period, the probationer shall be reclassified and paid the first year Apprentice rate for the following nine months.

- (c) During each year of apprenticeship, they shall work at the trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.
- (d) 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 Trades person at the regular hourly rate.
- (e) If any of the work periods are exceeded due to the unavailability of Vocational School facilities, such extra time will be credited to the Apprentice in succeeding training requirements. Also, the Apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing they successfully pass the examinations. Retroactivity will not apply where retesting is necessary.
- (f) While attending an approved Vocational School, the Apprentice will receive from the Apprenticeship Branch allowances and school expenses, in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from 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. Payments from the company to commence at the beginning of the school term, provided they are within EI regulations. Allowances provided by the employer shall not apply to any periods of retraining as specified in Section 27.01 (i).

### **27.03 General**

- (a) The Company agrees to develop and provide a program of on-the-job training for 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.

### **SECTION 28 - WELFARE PLAN**

The Company shall make available to its employees a welfare plan, pursuant to the terms and conditions of Exhibit "A", which is attached hereto and forms part of this Agreement. The Company agrees to furnish the Signatory Union with statistical reports designed to maintain compliance with Exhibit "A".

### **SECTION 29 - PENSION**

- (a) Effective January 1, 1981, the Company will make available to its employees a Pension Plan, pursuant to the terms and conditions of Exhibit "C", which is attached hereto and forms part of this agreement.
- (b) Company to provide to the Union a yearly financial statement of the plan.

### **SECTION 30 - TECHNOLOGICAL CHANGE**

- (a) The Company will advise the Union as soon as possible, and in any case not less than sixty (60) days before the introduction thereof, of any technological change or automation which the Company has decided to introduce, that will result in significant changes in the employment status of employees.
- (b) The Company and the Union Standing Committee will constitute a joint committee on automation. It shall be the function of this committee to study the effects of automation on employment in the plant generated by introduction of new machinery and/or modification of old machinery to ensure that the interests of the Company and employees are mutually protected.
- (c) The joint committee will discuss as follows any significant changes in the employment status of permanent employees if such changes are due to the introduction of automation:
  - (i) In the event termination is necessary, crews will be reduced in accordance with the Seniority Section of this Agreement including those who have recall rights.
  - (ii) An employee who is set back to a lower paid job because of automation, will receive the rate of their regular job at time of the setback for a period of six (6) months and for a further period of six (6) months, 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 base rate. At the end of this twelve (12) month period, the regular rate of their new job or jobs will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in following sub-section (iii) below, provided they exercise this option within the above referred to twelve (12) months period.
  - (iii) An employee with two or more years of continuous service, for whom no job is available because of automation will, upon termination, receive severance allowance of one week's pay for each year 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. The maximum severance allowance payable is twenty-six (26) weeks pay. (Such employees for whom no employment is available will be given at least thirty (30) days notice of separation.)
  - (iv) During crew or machine reductions, department seniority will govern.

### **SECTION 31 - ESTABLISHMENT OF NEW JOBS**

If a new job is established or if there is a substantial change in the duties of an existing job during the term of this Agreement, it is understood that the Union Standing Committee shall meet with the Company prior to, if possible, the establishment of the rate, to negotiate a rate for such new job or for the job which has been substantially changed, on the basis of present job classification and rates mentioned in Exhibit "B" of this Agreement. In the event that the Company cannot meet with the Committee prior to the establishment of the rate or, if due to conditions it is not possible to establish a final rate, the Company shall establish what the interim rate will be and will meet with the Committee as soon as possible to finalize the rate. The parties shall meet within thirty (30) days of the request by either party to attempt to resolve the issue.

If the Union and the Company cannot agree on a final rate, the interim rate will continue in effect, and the matter may be referred to the grievance procedure as outlined in Section 15 of this

Agreement commencing at Step 3 within twenty-one (21) days of the meeting referred to above. If the matter is not resolved satisfactorily, the grievance may then be referred to a single arbitrator as per Section 15 of the Collective Agreement.

All other provisions of Section 15.02, paragraphs (f) and (g), shall apply with the exception of references to discharged or suspended employees.

### **SECTION 32 - PERMANENT PLANT CLOSURE**

- (a) An employee terminated as a result of a permanent planned closure of the plant, shall be given a minimum of sixty (60) days notice of closure.
- (b) Such employees shall be entitled to a severance allowance of one and one-half (1<sup>1/2</sup>) weeks pay for each of their first fifteen (15) years of employment and one (1) week per year thereafter during their last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate.

### **SECTION 33- STUDENTS**

During the summer relief period, April 15<sup>th</sup> to September 15<sup>th</sup>, each year, students hired to provide vacation relief will not accumulate seniority under any provision of the Labour Agreement relative to other hourly employees. The summer students will have seniority rights relative to other summer students for the purpose of the assignment of work and lay-off based on their qualifications.

Students shall not accumulate service and will not be entitled to any benefits and will not be subject to the applicable premiums. Students will be subject to paying union dues. Students will be administrated in the same manner as a regular employee in regards to safety and personal protective equipment.

It is understood that a regular employee will have preference over a student in regards to overtime.

Summer students must be terminated from their employment by September 15<sup>th</sup> of each year.

The Union will be notified of the students who are hired as a summer student under this Agreement.

### **SECTION 34 - SEVEN DAY CONTINUOUS RUN OPERATION**

- (a) The Company may operate the plant or a portion of the plant on a seven (7) day basis once they have exhausted the normal hours available in a five (5) day operation (Monday to Friday - 24 hours per day) on the equipment being scheduled for seven (7) days.
- (b) Employees affected will receive a minimum of two (2) weeks notice of the implementation of continuous run. Once implemented, an operation on continuous run will operate on this basis for a minimum of ninety (90) days. This period may be changed by mutual agreement between the Company and the Union. One (1) week's notice of cancellation will be given.
- (c) The parties are agreeable to a 12-hour shift schedule, 3-2-2-3-2-2 or any other shift schedule mutually agreed to, with the decision as to which schedule will go into effect to be decided by each respective local.

- (d) All scheduled hours will be paid at straight time rates with the exception of hours worked in excess of twelve (12) hours in a shift, or a Sunday or a holiday, or forty (40) hours per week on an eight (8) week average basis which will be paid at the rate of time and one-half (1 1/2). All employees who voluntarily works on a Saturday or a Sunday as a result of a replacement call-in, will be paid overtime at the rates prescribed by the Collective Agreement (i.e. time and one-half (1 1/2) for Saturday and Sunday). Under normal circumstances the Company would not operate the plant on paid holidays. Employees working on the seven (7) day operation basis will be paid for twelve (12) hours at straight time rate for the holiday. Any work performed on a paid holiday would be voluntary and paid at the rate of time and one half (1 1/2).
- (e) Employees working on a seven (7) day basis would not have a cap on the amount of deferred overtime they could defer during this time. Overtime in excess of forty (40) hours per week on the eight (8) week averaging basis cannot be deferred.
- (f) Shift premiums will be as follows:

***Effective upon ratification in 2020:***

3:00 p.m. to 7:00 p.m. - eighty-five cents (85¢) per hour.  
7:00 p.m. to 11:00 p.m. - eighty-five cents (85¢) per hour.  
11:00 p.m. to 7:00 a.m. - one dollar and five cents (\$1.05) per hour.

***Effective February 1, 2021:***

3:00 p.m. to 7:00 p.m. - eighty-five cents (85¢) per hour.  
7:00 p.m. to 11:00 p.m. - eighty-five cents (85¢) per hour  
11:00 p.m. to 7:00 a.m. - one dollar and ten cents (\$1.10) per hour.

***Effective February 1, 2022:***

3:00 p.m. to 7:00 p.m. - eighty-five cents (85¢) per hour.  
7:00 p.m. to 11:00 p.m. - eighty-five cents (85¢) per hour.  
11:00 p.m. to 7:00 a.m. - one dollar and fifteen cents (\$1.15) per hour.

***Effective February 1, 2023:***

3:00 p.m. to 7:00 p.m. - eighty-five cents (85¢) per hour.  
7:00 p.m. to 11:00 p.m. - eighty-five cents (85¢) per hour.  
11:00 p.m. to 7:00 a.m. - one dollar and twenty-five cents (\$1.25) per hour.

***Effective February 1, 2024:***

3:00 p.m. to 7:00 p.m. - eighty-five cents (85¢) per hour.  
7:00 p.m. to 11:00 p.m. - eighty-five cents (85¢) per hour.  
11:00 p.m. to 7:00 a.m. - one dollar and thirty cents (\$1.30) per hour.

- (g) Prior to leaving the workplace, the employee must inform their Supervisor if their mate relief has not arrived.
- (h) An employee reporting for work, unless previously notified not to report, shall be guaranteed six (6) hours pay or six (6) hours work at his regular rate. This guarantee will not apply if the employee has failed to advise the Company of a change in telephone number.

- (i) Any unused vacation entitlement less than a full hour will be carried over to the following year. Vacations will be converted to hours and scheduling of vacations is subject to discussions between the Company and the Union.
- (j) For bereavement leave purposes, the employee will be allowed the same number of days off as per the Collective Agreement. The pay will be for twelve (12) hours a day for those days that the employee was scheduled to work.
- (k) For Jury Duty purposes, employees will be paid for twelve (12) hours per day, less any payment received from the courts (as per current agreement).
- (l) Extra rated positions will be established as required to operate on a continuous run basis. All extra rated positions (production, shipping or trades) will be posted and trained as per previous practice.
- (m) Employees on continuous run will receive four (4) ten (10) minute rest periods and one (1) twenty (20) minute paid lunch period.
- (n) Floaters (2) will be paid on the basis of eight (8) hours at the employee's straight time basic rate. Employees may draw up to four (4) hours of deferred overtime for a total of twelve (12) hours pay for Floater days.
- (o) In the event of a valid weekly indemnity claim, the employee shall not incur any loss relative to the waiting period before benefits commence because of the continuous run schedule. Details are to be worked out between the Company and the Union.
- (p) All General Holidays will be taken on the day on which they fall.

### **SECTION 35 - CLARIFICATION OF WORK PERFORMED BY SUPERVISORS**

Both parties recognize that supervisors are excluded from the provisions of the Labour Agreement, and accordingly, it is improper for supervision to do the kind of work which is done by those defined as employees in the contract.

Those persons excluded from this Agreement shall not be permitted to perform work on any hourly-rated job, except in the following types of situations:

- (a) In an emergency, when qualified employees are not available.
- (b) In the instructional or training of employees, including demonstrating the proper method to accomplish a task assigned. Where the needs of the production clearly require the immediate attention of the supervisor.
- (c) Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under the contract.
- (d) It is understood that bargaining unit employees are on the job first and Supervisors cannot assume the position of employees by removing them and taking over their duties.
- (e) The parties acknowledge that Supervisors do assist employees periodically, for example:
  - (i) When an employee asks for some assistance from the Supervisor;

- (ii) When an employee requires direction or additional training;
- (iii) When an immediate action will prevent and/or reduce machine downtime and could not be done by involving another employee/s; (eg. pulling a sheet to prevent a jam up, pulling a load up); and/or
- (iv) When an emergency occurs and the Supervisor covers temporarily until a replacement is found.

Note: It is understood that the above assistance by the Supervisor is temporary in nature and must not result in the displacement or exclusion of employees under the collective bargaining agreement.

- (f) After exhausting all other options under the collective agreement, the company commits to make every effort possible to communicate with the union. On its part, the union will work with the company in attempting to offer reasonable and practical options.
- (g) In addition to the application of Section 13.01 (c), it is further understood that the company will assess whether or not there is a qualified employee that can move up within the line of progression, as per the most recent Training Matrix, a copy of which will be posted on the bulletin board.

### **SECTION 36 - PRINCIPLES & RULES OF LINES OF PROGRESSION/POSTINGS**

- (a) With the exception of (ii) below, all rated positions will be posted when they become vacant.
  - (i) A vacancy within the lines of progression will result in no more than (1) posting per each initial vacancy or opening within the total plant lines of progression. Once each the initial posting has been filled, all other openings are filled by lines of progression movement.
  - (ii) These are the protected positions in the lines of progression: Knife Operator , Single Face Operator, Double Backer Operator, Warehouse Person, Latitude Operator, Latitude Assistant Operator, #924 (3122) Flexo Operator, #68 (3132) Flexo Operator, #924 (3122) Assistant Operator, #68 (3132) Assistant Operator, #82 (4522) Ward Operator, #80 (4561) Ward Operator, #70 (5041) Post Operator, Assistant Shipper and Shipping Coordinator. In the event one of these positions becomes vacant, it will be filled by lines of progression movement and the lowest rated position will be posted.
  - (iii) Employees in a line of progression are expected to move to the next step in the line of progression. In cases where an employees' ability to advance in the line of progression is in question, the Company and the Union Standing committee will review the situation. However, the final decision of whether an employee advances or not is the responsibility of management.
  - (iv) An incumbent in the line will receive training in the next two jobs up the line and one job below his/her present position.
- (b) At the time a position, in the line of progression, becomes vacant, the Company and the Union will determine, and keep a record of, which employees are trained ahead of the vacant position.



Employees will be expected to do the job at a frequent enough interval to ensure that job skills are maintained. Frequent intervals to be defined jointly between union and management with final decision residing with management.

- (c) Employees who move up past an employee who is frozen, either through a posting or lines of progression, stays ahead of that employee but must bypass that employee when bumping down.
- (d) When there is a temporary lack of work on a shift in a department; the department will be realigned by departmental seniority and qualifications for that shift.
- (e) Freezing policy will be as follows:

Corrugator: - One (1) frozen employee per rated position  
Presses: - One (1) frozen employee per rated position  
Shipping: - One (1) frozen employee per rated position

Additional employees may be frozen based on mutual agreement between the company, the employee and the union if their ability to advance is in question.

Any requests for freezing outside of the thresholds of this agreement will be considered if valid medical documentation is received from a licenced medical practitioner.

- (f) Cross Training

Once employees are qualified in their position, they will rotate every three weeks between other machinery with the same position in the line of progression (i.e. Latitude / 924 / 68 / 60 Slotter Person). All positions in cross training shall be separate positions for freezing purposes. Rotation can be changed based on mutual agreement between the union and management, should the shift scheduling change.

- (g) During crew reduction, department seniority will govern.
- (h) If more than one posting is available at a time then the Senior employee by plant seniority has the option of which posting they will accept. Once the choice has been made, the Senior employee cannot revert to one of the other postings.
- (i) A fifteen (15) working day trial period is in place for employees in Unprotected Positions who start out a new position to determine if they are capable of performing the position; however there are circumstances where an employee has started a new position and it is apparent to both the employee and the company that they are capable of performing the position. In this case the fifteen (15) working day trial period can be waived by mutual agreement. The trial period may be extended by five (5) working days upon mutual agreement with union and management. Such trial period must be provided for and contained within sixty (60) working days of the start of the trial period. (Review the 60 days)

A twenty (20) working day trial period is in place for employees in Protected Positions who start out a new position to determine if they are capable of performing the position; however there are circumstances where an employee has started a new position and it is apparent to both the employee and the company that they are capable of performing the position. In this case the twenty (20) working -day trial period can be waived by mutual agreement. The trial period may be extended by five (5) working days upon

mutual agreement with union and management. Such trial period must be provided and contained within sixty (60) working days of the start of the trial period.

- (j) In the event that an employee decides to remove themselves or refuses to advance from within the lines of progression of a specific line, other than by job posting, it is understood that removing themselves is a final decision and they are not able to re-enter that specific line for two (2) years. They are however able to enter another line of progression.

Movement to another line of progression will result in placement to the bottom of that General Labour Pool. Employee will still retain plant seniority.

- (k) All machine break relief must be provided by the lines of progression both parties agree that to implement this a grace period of up to twelve (12) months is needed to provide training. However, during the grace period for training and in extenuating circumstances qualified Employees from other Lines of Progression can be called upon for break relief duties.
- (l) When there is no work or hours for any employee in a line of progression then such employee if qualified will be provided the opportunity to bump a junior employee and then if there is no employee to bump then to train on other positions if such positions are available to be trained on.

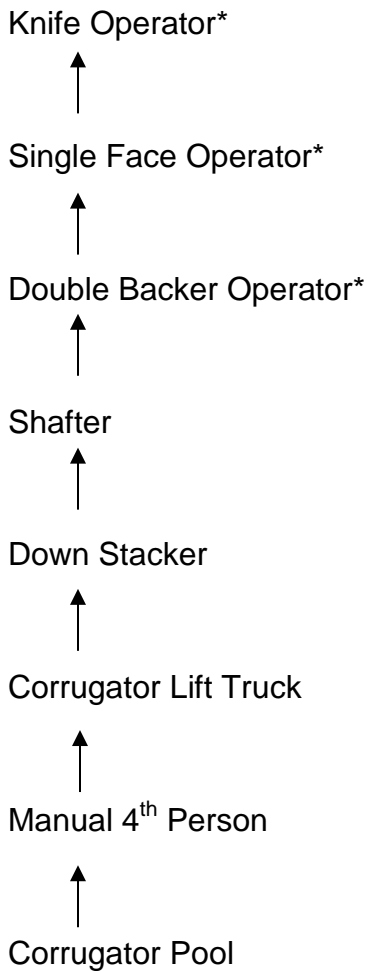
When there is insufficient work available for an Employee on any shift the Employee can choose to take a deferred overtime day (8 hours), a floater (8 hours) or a leave of absence to cover for those hours.

- (m) The parties agree that the new lines of progression agreement may need amendments or changes during the life of the collective agreement, the parties agree to raise any issues with each other and meet to resolve such in writing where mutual agreement is possible.

## 36.02 Department Flow Charts

### Corrugator Department

#### Corrugator



\*Positions identified for rate increase to current wage scale.

At the time of implementation of the new progression agreement all current posted single face operators must be provided the option and opportunity to receive training to move up to the Knife operator position. If any current single face operator(s) accepts a knife operator position, then the junior knife operator(s) shall revert to a single face operator position.

**Clamp Truck**

Warehouse Person



Clamp Operator

At the time of implementation of the new progression agreement all current Clamp Operators must be provided the option and opportunity to either remain as a Clamp Operator or move back into the Corrugator line of progression, any vacant Clamp Operator positions will then be posted.

**Shipping Department**

**Shipping**

Shipping Coordinator@



Assistant Shipper



Lift Truck Shipping



Flexotizer



Lift Truck Shipping (10:00 am - 6:00 pm; split shift hours can be amended based on mutual agreement between management and the union)



Lift Truck Press



Auxiliary Forklift

@ Shipping Coordinator's role is conditional upon the completion of a structured curriculum as defined by management as prescribed by a recognized and accredited institution (e.g.), Southern Alberta Institute of Technology.

**Converting Department**

**Rotary**

82 (4522) Operator\*



80 (4561) Operator\*



Rotary Assistant Operator



82/80 (4522/4561) 1<sup>st</sup> Helper



80 (4522) Stacker



**Flexo's**

Latitude(3111) Operator \*



Latitude (3111) Assistant Operator\*



924 (3122) Operator\*



68 (3132) Operator\*



924/68 (3122-3132) Assistant Operator



Latitude / 924 / 68 (3122/3132/3121) Slotter Person



Latitude (3111) Stacker

\*\* All Latitude Slotter persons and stacker positions will not rotate until such time as twelve (12) weeks or 480 hours of work has been completed. The work hours required will begin following the completion of training by the manufacturer (LMC). Rotation between machines of the Slotter and Stacker persons refer to Cross Training, Section 36.01 (f)

\* Positions identified for rate increase to current wage scale.

**Post**

Post (5041) Operator\*



Post (5041) Feeder Person



Post (5041) Stacker

\* Positions identified for rate increase to current wage scale.

**36.03 Stand Alone Positions**

Stand Alone positions do not follow any line of progression.

Such positions are posted and selected as per Section 6 and Principles & Rules of Lines of Progression/Postings Section 36.01.

Management retains the right to provide content, direction, and instruction to Employees.

**(a) Designated Trainer**

An employee designated with the responsibility for training any employee shall be paid an additional one dollar (1.00) per hour over their classification rate for hours spent training on the weeks the company schedules training. The parties agree that training is a specialized skillset and the parties will mutually agree to who are the designated trainers and will follow seniority where possible. Final decision of who is identified as a Designated Trainer and when training will be scheduled will reside with management.

**(b) Temporary Corrugator Scheduler**

The employee will be awarded, based on the most senior, qualified person designated responsibility for a temporary corrugator scheduling and co-ordinating posting. The Employee will be allowed to fill the position for up to six (6) months per year and shall be paid an additional fifty cents (50¢) per hour over their classification or highest rate for hours worked in the department.

**(c) Leadhands**

(i) The Company and the Union agree that Leadhands will be paid according to Exhibit "B" in this Collective Agreement. Leadhands will be used on the afternoon and midnight shifts. However, when necessary Leadhands could be asked to work overtime periodically on other scheduled shifts. The Leadhand position will be posted and awarded to the most senior, qualified person. A standby manager's telephone number will be made available to the Leadhand. These employees will not be involved in any disciplinary process or action against any other bargaining unit employee. The position duties would include:

- Coordination of the work on shift;

- Reassign crews in the event of machine breakdown, etc;
- Making minor production decisions;
- Support safe operating practices;
- Coordinating emergency response and immediate accident investigations. (This will not include the final writing of accident reports).

- (ii) Employees may only be assigned to a Leadhand position for off shift supervision of the plant as per (i) above, excluding the Power Engineering and Maintenance departments. The Leadhand will be paid in the same manner as defined in Exhibit "B". No employee will be allowed to fill the Leadhand position for more than ten (10) weeks in any contract year and an employee must then return to their posted position for a minimum of ten (10) weeks.
- (iii) Leadhands may assign work as required and shall address safety issues appropriately. Leadhands will not discipline or be involved in the discipline process nor conduct surveillance on employees. Leadhands may send employees home for lack of work only upon order from a supervisor. Leadhands may note employee's hours but prior to Leadhands providing any explanation regarding any deviation from the plant norm the employee will be allowed to provide an explanation for their absence or deviation in hours.
- (iv) The Union Committee shall receive monthly verification in writing confirming hours worked by employees filling the Leadhand role.
- (v) If deemed necessary by management in collaboration with the union, with final decision residing with management, the parties agree that all Leadhands will be provided with company paid training for interpersonal skill development and a meeting with the Union regarding Union expectations and treatment of employees.
- (vi) Management reserves the right to post for more than one Leadhand position.
- (vii) Should problems arise with the conduct of Leadhands, the Union and or membership shall raise the problem with Management who shall convene a meeting with the Leadhand and the Union.
- (viii) Leadhands cannot perform any maintenance or production work

(d) **Head Technician**

With the need to better support our growing customer volume, the new position i.e., Head Technician will be added.

The Head Technician position will be posted and selected based on;

- The level of skills and knowledge that can be demonstrated with work on complex systems, highly technical mechanical/ electrical diagnostic tests.
- Ability to do the job efficiently. It is understood that management reserves the right to measure and evaluate "ability to do the job efficiently and establish minimum standards

- Once a posting is awarded, the employee will be informed one week in advance of when training is expected to begin. For clarity, training will be deemed to have begun when the training is scheduled.

The Head Technician will not be involved in any disciplinary process or action against any other bargaining unit employee.

The Head Technician will work on day shift. This will not impact the scheduling of the maintenance department-

The job duties would include some of the following

- (i) Coordinating of the work on shift
- (ii) Reassigning crews in the event of machine breakdown, or as directed by the Maintenance
- (iii) Manager or the Maintenance Supervisor
- (iv) Making minor maintenance decisions
- (v) Supporting in the coordination with the Production team to prioritize maintenance and repair in a safe and timely manner
- (vi) Communicating regularly with all maintenance technicians, both individually and as a group, to ensure good two-way communication concerning maintenance issues
- (vii) Working with skilled trades to ensure they are adequately trained, equipped, and motivated so that the maintenance program can be accomplished in a safe, timely, and cost-effective manner



**EXHIBIT "A"**

This Exhibit "A", including Schedule 1 attached hereto and forming part hereof, sets forth the respective rights and obligations of the Company and its employees under the Welfare Plan which the Company has established effective June 24, 1970, pursuant to Section 28 of the Labour Agreement between WestRock, Corrugated Container Division, Calgary, Alberta and Unifor, Local 539.

With regard to Alberta Health Care Premiums, the Company will continue its practice of paying fees should they be reintroduced.

1. **Compliance**

- (a) It is agreed that as of June 24, 1970, the Company will comply with the terms and conditions as set forth in this Exhibit "A".
- (b) The Company will use its best efforts to provide coverage in accordance with its obligations set forth in Section 28 and Exhibit "A" of this Agreement. The Company's obligation and the Welfare Plan shall be subject to all limitations found in the contracts of the selected carrier or carriers, including, among others, the requirement of participation by a minimum percentage of those eligible, and conditions under which coverages and benefits may be subject to increased cost or to termination.

2. **Waiting Period and Enrollment**

All full time employees who are actively working and have completed sixty (60) worked days or four hundred and eighty (480) worked hours of service shall be enrolled in the Welfare Plan set forth in Schedule 1 of this Exhibit. An employee who enrolls in the Welfare Plan must participate in all coverages thereunder, with the exception of Blue Cross coverage, which is an optional supplement to the mandatory Alberta Health Care Insurance Plan.

3. **Changes in Classification**

The regular wage rate of the employee in effect on September 1<sup>st</sup> each year, will determine their level of coverage under Group Life, as outlined in Schedule 1 contained in this Exhibit "A". 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.

4. **Costs**

Net costs of the coverage 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:

- (a) Group Term Life Insurance, Accidental Death and Dismemberment Insurance, Medical Surgical and Dental coverage premium costs will be cost shared:

Effective January 1, 2014, the Company will pay 80% of the premium cost and the employee will pay 20%

- (b) Non-Occupational Sickness and Accident Weekly Insurance premium costs will be paid 70% by the Company and 30% by the employee.

Employees on leave will be responsible for making arrangements with management for payment of their portion of the premiums.

5. **Reports**

The Company agrees to furnish the Signatory Union with statistical reports designed to maintain compliance with Exhibit "A".

6. **Reporting Period**

The initial reporting period will be June 24, 1970 to November 30, 1971. Each year thereafter the report shall cover the twelve (12) month period ending September 30<sup>th</sup> and shall be submitted to the Signatory Union by not later than the following April 1st

7. **Changes in Premiums and Employee Contribution**

It is understood that any change in respect of either the premium rate charged by the carrier or the basis of the employer-employee sharing thereof, may only be made effective as of September 1<sup>st</sup> in any year.

8. **Distribution of Surplus**

It is understood that surplus accumulations, if any, will be used only for the purpose of reducing premium costs. Surplus accumulations must be disposed of within reasonable time limits.

9. **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 Grievance Procedure of the Labour Agreement between WestRock, Corrugated Container Division, Calgary, Alberta, and the Unifor, Local No. 539. Any such dispute shall be adjudicated under the terms of such coverage contract.

## **SCHEDULE 1 - WELFARE PLAN**

Attached to and part of Exhibit "A".

This Schedule 1 sets forth the benefits and levels of coverage of the Welfare Plan, which are as follows:

### **GROUP TERM LIFE INSURANCE**

Coverage in accordance with the following Table (1). Benefits will be payable as a result of death from any cause, on a twenty-four (24) hour coverage basis.

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Coverage in accordance with the following Table (1). Benefits will be payable as a result of accidental death or dismemberment. Dismemberment insurance benefits of the Welfare Plan will be in accordance with the schedules offered by the particular carrier involved, such coverage to be on twenty-four (24) hour basis.

### **NON-OCCUPATIONAL SICKNESS AND ACCIDENT WEEKLY INSURANCE (SHORT TERM DISABILITY)**

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. Benefits will be payable for a maximum of fifty-two (52) weeks during any one period of disability.

In the event an employee files a Workers' Compensation Claim which is contested by the Company or the WCB, arrangements will be made for the employee to receive weekly indemnity benefits for the period in question. To receive weekly indemnity payments, the employee must sign a waiver form and in the event the claim is accepted by the Workers' Compensation Board, the employee will reimburse the weekly indemnity insurance carrier within five (5) days of receipt of the Workers' Compensation benefits for the full amount due them. Where the weekly indemnity is used in this manner, the payment shall not exceed the payments the employee would have normally received from the Workers' Compensation Board.

### **MEDICAL SURGICAL COVERAGE**

The Welfare Plan will include Medical Surgical coverage and Paramedical Coverage as contained in the Alberta Health Care Insurance Plan and as per below. Fifty (\$50.00) dollars per visit to a maximum of \$350.00 per person, per practitioner, per year.

#### **Paramedical Coverage**

Chiropractor  
Osteopath  
Podiatrist  
Physiotherapist  
Psychologist  
Speech Therapist  
Masseur (Massage Therapist)  
Naturopath

### **Vision Care**

The insurance carrier's Medical Supplement Plan, which also forms part of this Agreement, will include Vision Care coverage for employees and eligible dependents. The Vision Care coverage is subject to the Plan and 80%/20% co-insurance provisions.

Payment, other than covered dependent children under 14 years of age, is made up to a maximum of three hundred dollars (\$300.00) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames, contact lenses, when prescribed by a person legally qualified to make such prescription.

Coverage for Corrective Eye Surgery is \$500 lifetime, per eye, per person effective six weeks after ratification in 2020.

Eye Exams: Employees and their dependents will be reimbursed to a maximum of \$75.00 per year for the costs of eye exams. This reimbursement is separate from the \$300 benefit above.

### **INSURANCE**

Group Life Insurance and Accidental Death and Dismemberment Insurance for each qualified employee will be per Table (1).

### **NON-OCCUPATIONAL SICKNESS AND ACCIDENT WEEKLY INDEMNITY (SHORT TERM DISABILITY)**

Benefits will be sixty-six and two-thirds percent (66 2/3%) of the employee's regular job rate, exclusive of overtime and shift differential premiums. Payment will continue to a maximum of fifty-two (52) weeks and will be subject to the conditions that exist in the contract between the Company and the Great-West Life Assurance Company. Coverage will be immediate in the event of admission to hospital excluding out-patient care. The automatic change dates will be amended to September 1<sup>st</sup> of each year. Income Tax will be deducted at source.

If the insurance carrier requires a medical form, Company will reimburse a maximum of \$175.00 per calendar year.

When the company requests medical documentation or the filling out of functional abilities forms, in relation to a STD claim, from an employee such employee shall be reimbursed the cost upon presentation of a receipt.

## **LONG TERM DISABILITY PLAN SUMMARY**

The Welfare Plan will include a Long Term Disability Plan effective September 1, 1980, which will provide benefits of 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 with Long Term Disability Benefits, payable for a maximum period of sixty (60) months, but not beyond the attainment of age sixty-five (65). Cost sharing of the Plan will be:

Company	70%
Employee	30%

Any Employment Insurance rebate is for the exclusive use of the Company.

### 1. **Eligibility**

- (a) Hourly employees who are working full-time for full pay. Minimum hours worked no less than 30/week.
- (b) Coverage to commence after sixty (60) worked days of service.
- (c) Enrollment in the Plan to be compulsory.
- (d) Must be actively at work full-time and for full pay on date the "Five-Year Plan" commences.
- (e) Employees who are in receipt of either Weekly Indemnity or Long-Term Disability Benefits from the former L.T.D. Plan, will have their coverage commence on the date they return to active full-time employment.

### 2. **Level of Benefit**

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 job rate which would take place during the elimination period.

### 3. **Elimination Period**

Benefits commence after the employee has been totally and continuously disabled for 52 weeks.

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

- (a) Benefits will be paid for a maximum period of sixty (60) months or until attainment of age 65 or until recovery, whichever is the shorter period.

### 5. **LTD benefits will be extended to age 60 providing that the Following conditions are met:**

- (a) Have completed 25 years of service
- (b) That the current LTD benefits have not yet expired
- (c) That they have attained the age of 55

6. **Definition of Total Disability**

- (a) The disabled employee's inability to perform the duties of their own occupation for the first year 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.

7. **Integration with Other Disability Income**

- (a) The benefit from this Plan combined with all other disability income to which the disabled employee is entitled, will not exceed 70% 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 plan, disability income arising out of any law or legislation or any benefits payable from the pension plan. Private or individual disability plan benefits of the disabled employee will not reduce the benefit from this Plan.

- (b) Increases in C.P.P./Q.P.P. disability pensions or increases in the 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.

8. **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 50% of the employee's rehabilitative employment income that exceeds \$50.00 per month. The benefit from this Plan will be further reduced by the amount that remuneration from rehabilitative employment plus the benefit from the L.T.D. Plan, exceeds 75% of the employee's basic wage at date of disability.
- (b) Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee, and 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 employees' earnings from rehabilitative employment exceed 75% 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.

9. **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.

10. **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 12 consecutive months of employment during which they were not absent from work from the aforementioned accident, sickness or mental disorder.

11. **Successive Disabilities**

- (a) 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.
- (b) Subsequent disabilities resulting from a different cause or, if from the same cause as a previous disability but which occur more than six (6) months after a return to work, will be treated as a new disability and be subject to the completion of another elimination period. The W.I. Plan will be amended accordingly.

12. **Terminations**

Coverage will cease:

- (a) On termination of employment.
- (b) On the date leave of absence commences except as provided for in the Collective Agreement.

13. **Contributions**

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

14. **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 EI premium reduction including the employees' five-twelfth's (5/12<sup>th's</sup>) share will be retained by the employer.
- (b) When an employee becomes totally disabled under this Plan, they will be paid any outstanding entitlement with respect to vacations, supplementary vacations, statutory holidays, floating holidays and any deferred overtime.

Upon commencement of L.T.D. benefits, all terms and conditions of the Collective Agreement will become inoperative except where provided for in Article 14 (c) ii, (c) iii and (c) iv of this Plan Summary.

- (c) The following will also pertain:
  - i) Negotiated wage increases or subsequent increases in Plan benefits will not affect employees in receipt of L.T.D. benefits.
  - ii) Employees in receipt of L.T.D. benefits from this Plan will continue to accrue credit under the pension Plan.
  - iii) Employees in receipt of disability payments from this Plan will continue to be covered under the Company's medical, extended health and dental plans. Coverage under the group life and A.D. & D. Plans will continue in accordance with the conditions of those Plans.
  - 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.
- (d) The disability benefit under the group life insurance plan will have the cash payment provision eliminated. In its place, a disability waiver provision will be established to maintain in force this volume of life insurance coverage.

### **DENTAL CARE PLAN**

The Welfare Plan will include a Dental Care Plan, which will reimburse members for expenses incurred in respect to the coverages as summarized below.

- (a) The Plan will be compulsory for all eligible employees.
- (b) The Plan will not duplicate benefits provided now or which may be provided in the future by any government program.
- (c) The Plan will reimburse expenses or costs incurred based on current year costs.
- (d) The maximum benefit on dental is \$2300 combined per person annually effective January 1, 2021.

### **Termination of Coverage**

Coverage will terminate at the end of the month for which a contribution has been made. The Plan identity card then becomes invalid.



**Dependents Covered Under the Plan (for one of the following partners)**

- (a) Husbands or wives, common law partners or same sex partners of eligible employees.
- (b) Dependent children to their 21<sup>st</sup> birthday, or until they marry or become wage earners, whichever occurs first.

NOTE: You may be required to prove that persons whom you claim as dependent children are actually dependent upon you.

**How to use the Plan**

You will be issued with an Identity Card. Visit the dentist of your choice and show them this card. Discuss with them the service they propose to render and the amount of their fee and the amount, if any, you are required to pay.

To avoid unnecessary delay in the payment of claims, you should not incur dental expenses until after an Identity card has been issued.

Your dentist is not required to obtain prior approval from Canada Life Assurance before rendering services. However, where the cost of service is other than a nominal charge, it is recommended that your dentist makes an eligibility check. They can make this eligibility check by forwarding to Great-West Life a form showing the treatment planned. This avoids any embarrassment between you and your dentist should you not be eligible for the proposed benefits. They can find out by making this eligibility check:

- (a) Whether or not you or your dependents are covered:
- (b) Whether or not the proposed services are a benefit under your Plan;
- (c) Whether or not financial or other limitations have been reached. You should not only follow the above described procedures, but in addition, you should:
  - (i) Obtain a claim form from your division office to be completed by your dentist.
  - (ii) Pay the dentist for the service they render (unless the dentist wishes to bill Great-West Life directly for covered expenses).
  - (iii) Present your claim to Great-West Life and your dentist's itemized invoice.

The Union and the Company agree that the carrier's practice of reimbursing employees on a reasonable and customary basis, based on charges by an Alberta dentist will be continued.

In all cases, when desiring services from your dentist under the Plan, advise them that you are a member of the Plan and discuss with them the charges that they will make for the services and what you will be required to pay as your portion of the cost.

## **What Are the Benefits?**

### **Section "A"**

The benefits under this section are those services that are required to maintain teeth in good order and normal restoration services to restore them to good order.

### **Diagnostic Services**

All the necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment. This includes examinations, consultations, pathological reports and other diagnostic aids as may be deemed necessary. The Plan will cover one standard oral examination each year and one recall examination. The Plan will cover a complete, full examination only if the Plan has not paid for an examination during the past three years. The Plan will cover full mouth X-rays every 36 month period, bitewings (X-rays of the crown of the teeth) once yearly, individual apical X-rays (root portion of the teeth), when and if required, and other radiographic services if your dentist deems it necessary.

### **Preventive Services**

All necessary procedures to prevent the occurrence of oral diseases including:

- (a) Prophylaxis and scaling of the teeth - twice in one year:
- (b) Topical fluoride application - twice in one year. When a fee is charged for fluoride application, only the combined fee will be paid for prophylaxis and fluoride application, not a fee for each item;
- (c) Space maintainers.

### **Surgical Procedures**

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

### **Endodontic Services**

Treatment of disease of the pulp chamber and pulp canal.

### **Periodontic Services**

Procedures necessary for the treatment of diseases of the soft tissue (gums) and the bones surrounding and supporting the teeth.

### **Restorative Services**

All necessary procedures for filling teeth with amalgam silicate (synthetic porcelain), acrylic (plastic), and composite resin restorations for restoring of tooth surfaces which have been broken down as a result of decay process, including stainless steel crowns.

### **Major Restorative Services**

Inlays, onlays and gold foils will be covered only when other materials cannot be used satisfactorily.

## **Prosthetic Repair Services and Relines**

All necessary procedures required to repair or reline fixed or removable appliances. Repairs or relines to dentures may be obtained from a dentist or a duly licensed dental mechanic. Both new dentures and repairs will not be paid for unless a reasonable amount of time elapses between requiring these services.

## **Section "B"**

The benefits under this section are those services required for major reconstruction of teeth that have deteriorated and for replacement of teeth that are missing.

### **Crowns**

For rebuilding natural teeth where other restorative material cannot be used satisfactorily.

### **Prosthetics**

- (a) Removable Prosthetics - Full upper and lower dentures or partial dentures. These will not be provided more often than every five years, and may be provided by a dentist or a duly licensed dental mechanic.
- (b) Crowns and Bridges - To artificially replace missing teeth with a fixed prosthesis. Where a crown and bridge has been paid for under a Plan, a replacement of such crown and bridge will not be paid for except when approved by Great-West Life because of special circumstances.

## **Section "C"**

### **Orthodontics**

For orthodontic services performed by an Orthodontist or Dentist, payment will be made to the extent of 50% of the cost. The Union and the Company agree that the current practice of reimbursing employees on a reasonable and customary basis, based on charges by an Alberta dentist will be continued. Effective September 1, 2001, the lifetime maximum payment by Great-West Life will be \$2,000.00.

Members will become eligible for orthodontic services after twelve months of participation in the Plan. Appliances lost or stolen will not be replaced.

### **What Portion of the Dental Expenses will be Paid for by the Plan?**

The Plan will pay 100% of the cost of services provided under Section "A". The Union and the Company agree that the carrier's practice of reimbursing employees on a reasonable and customary basis, based on charges by an Alberta dentist will be continued. For benefits provided under Section "B" the amount that will be paid is 60% of the fee as described above effective September 1, 2001.

### **What Services are Not Covered?**

The Great-West Life dental benefits do not cover payment for:

- (a) Cosmetic dentistry;

- (b) Treatment covered by Workers' Compensation Board or publicly supported Plans;
- (c) Services required as a result of an accident for which a third party is liable;
- (d) Charges for services commencing prior to date of coverage;
- (e) Charges for completing forms.

With respect to dental expenses recoverable under any other Plan, payment from this Plan will be coordinated so that total payment received will not exceed the expenses actually incurred.

### **Emergency Treatment**

Emergency dental care will be provided anywhere in the world. If, while you are travelling or on vacation you require dental care as a result of an emergency, you are entitled to services of a duly qualified dentist in the event of such emergency. The Union and the Company agree that the carrier's practice of reimbursing employees on a reasonable and customary basis, based on charges by an Alberta dentist will be continued.

### **Change of Dentist**

You may not change your dentist during the course of treatment without the prior approval of Great-West Life. This does not prevent you from going to the dentist of your choice. If you find it necessary to change your dentist after a course of treatment has commenced, the proper procedure is to tell both dentists concerned and notify Great-West Life that you propose to change dentist. Provided there is no duplication of service, Great-West Life will approve the change. If you fail to carry out this procedure and fail to advise both dentists, it will be necessary to refuse payment to other than the first dentist.

### **TABLE (1)**

#### **Group Term Life**

All employees: Effective September 1, 2001 - twice annual salary

#### **Accidental Death & Dismemberment**

All employees: Effective September 1, 2001 - twice annual salary

**EXHIBIT “B” - WAGE SCHEDULE**

	February 1, 2020	February 1, 2021	February 1, 2022	February 1, 2023	February 1, 2024
<b>JOB TITLE</b>					
<b>Corrugator</b>					
Knife Operator	32.67	33.58	34.59	35.62	36.77
Single Face Operator	31.65	32.54	33.53	34.54	35.66
Double Backer	29.76	30.61	31.56	32.52	33.59
Shafter	29.40	29.99	30.66	31.35	32.14
Downstacker	29.00	29.58	30.24	30.92	31.70
Corrugator Lift Truck	28.99	29.57	30.23	30.91	31.69
Manual 4 <sup>th</sup> Person	28.24	28.81	29.46	30.12	30.87
<b>Clamp</b>					
Warehouseperson	29.77	30.37	31.05	31.75	32.55
Clamp	29.77	30.37	31.05	31.75	32.55
<b>Converting Department</b>					
<b>Rotary</b>					
#82 (4522) Operator	30.96	31.83	32.80	33.80	34.90
#80 (4561) Operator	30.70	31.57	32.54	33.52	34.62
Rotary Assistant Operator	29.98	30.58	31.27	31.97	32.77
#80/82 (4522/4561) First Helper	29.26	29.85	30.52	31.21	31.99
#80 (4561) Stacker	28.24	28.80	29.45	30.12	30.87
<b>Flexo</b>					
Latitude (3111) Operator	32.64	33.55	34.56	35.59	36.74
Latitude (3111) Assistant Operator	32.04	32.94	33.93	34.95	36.08
#924 (3122) Operator	31.45	32.33	33.31	34.32	35.43
#68 (3132) Operator	31.23	32.11	33.09	34.09	35.20
#924/68 (3122/3132) Assistant Operator	30.98	31.60	32.31	33.04	33.86
Latitude/924/68 (3111/3122/3132) Slotterperson	28.88	29.45	30.12	30.79	31.56
Latitude (3111) Stacker	28.24	28.80	29.45	30.12	30.87
<b>Post</b>					
#70 (5041) Post Operator	30.11	30.97	31.92	32.89	33.97
#70 (5041) Post Feederperson	29.03	29.61	30.28	30.96	31.73
#70 (5041) Post Stacker	28.03	28.59	29.23	29.89	30.64
<b>Shipping Department</b>					
Shipping Coordinator	29.62	30.21	30.89	31.59	32.38
Assistant Shipper	29.30	29.89	30.56	31.25	32.03
Lift Truck - Shipping	29.18	29.77	30.44	31.12	31.90
Flexotizer Operator	29.23	29.82	30.49	31.17	31.95
Lift Truck - Shipping 10:00 am - 6:00 pm	29.18	29.77	30.44	31.12	31.90
Lift Truck - Press	28.99	29.57	30.23	30.91	31.69
Auxiliary Lift Truck	28.99	29.57	30.23	30.91	31.69

Collective Agreement between Unifor Local 539 and WestRock

	February 1, 2020	February 1, 2021	February 1, 2022	February 1, 2023	February 1, 2024
<b>General Help</b>					
Machine Readiness	31.75	32.39	33.12	33.86	34.71
Steel Die Mounter	30.70	31.32	32.02	32.74	33.56
Print Plate Mounter	30.70	31.32	32.02	32.74	33.56
Baler Operator	28.66	29.24	29.89	30.57	31.33
Over 60 Days	27.07	27.61	28.23	28.87	29.59
Under 60 Days	24.78	25.27	25.84	26.42	27.08
Students	21.23	21.65	22.14	22.64	23.20
<b>Engineer/Adhesive</b>					
Chief Engineer 3 <sup>rd</sup> Class	40.26	41.06	41.99	42.93	44.01
Power Engineer 3 <sup>rd</sup> Class	39.70	40.49	41.40	42.34	43.39
Power Engineer 4 <sup>th</sup> Class	36.28	37.01	37.84	38.69	39.66
Relief Engineer	30.60	31.21	31.91	32.63	33.45
<b>Maintenance</b>					
Head Technician	41.39	42.22	43.17	44.14	45.24
Certified Electrician	40.88	41.70	42.64	43.60	44.69
4 <sup>th</sup> Yr Apprentice	33.83	34.51	35.29	36.08	36.98
3 <sup>rd</sup> Yr Apprentice	31.21	31.84	32.55	33.28	34.12
2 <sup>nd</sup> Yr Apprentice	30.13	30.73	31.42	32.13	32.94
1 <sup>st</sup> Yr Apprentice	28.68	29.26	29.91	30.59	31.35
Apprentice - 2 Mos (Base)	27.07	27.61	28.23	28.87	29.59
Heavy Duty Mechanic	40.26	41.06	41.99	42.93	44.01
Certified Millwright	40.26	41.06	41.99	42.93	44.01
4 <sup>th</sup> Yr Apprentice	36.23	36.96	37.79	38.64	39.60
3 <sup>rd</sup> Yr Apprentice	32.21	32.86	33.60	34.35	35.21
2 <sup>nd</sup> Yr Apprentice	30.13	30.73	31.42	32.13	32.91
1 <sup>st</sup> Yr Apprentice	28.68	29.26	29.91	30.59	31.35
Apprentice - 2 Mos (Base)	27.07	27.61	28.23	28.87	29.59

The company will pay (3rd) class rate to Power engineers with permanent third (3rd) class ticket when operating boilers.

The posted relief engineer will be paid \$30.00 per hour effective upon ratification plus the GWI when performing non-relief reengineer work. The relief engineer cannot bid on a production posting.

Knife Operator wage will increase to \$32.03 per hour on date of ratification, plus any applicable general wage increase.

The following positions will receive a twenty-five (\$0.25) cent increase on each of the following dates. These increases will be prior and in addition to the annual wage increases.

February 1, 2021, February 1, 2022, February 1, 2023, February 1, 2024

Knife Operator  
Single Face Operator  
Double Backer Operator  
Latitude Operator  
Latitude Assistant Operator  
924 Operator  
68 Operator  
80 Operator  
82 Operator  
Post Operator

**OVERTIME**

Time and one-half for all hours worked on designated day off.

**MEAL ALLOWANCE**

\$12.00 - Paid after 2 hours and 6 hours.

**PREMIUMS**

**FIRST AID ATTENDANT**

All certified first aid attendants will receive a premium of fifteen (.15) cents per hour for all regular hours and overtime hours worked. The company agrees to provide regular and ongoing training and certification opportunities as per current practice so as to make sure employees who wish to do so can become certified.

**LEADHAND**

An employee designated responsibility as Lead Hand shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour over their classification or highest rated non-trade wage rate, whichever is greater.

**COVERALLS**

Coveralls will be supplied as follows:

- (a) one set at each press
- (b) for Maintenance and Power Engineers
- (c) for employees assigned to "dirty work" by supervisors

## **EXHIBIT “C “- PENSION PLAN SUMMARY**

### **DEFINED BENEFIT PENSION PLAN**

Effective May 16, 2008, all new employees will not be eligible to participate in the Company sponsored defined benefit pension plan, namely the *Pension Plan for Unionized Employees of WestRock*.

#### **Contributions**

Plan participants are required to contribute 2% of total gross earnings up to 2080 hours worked per year.

Voluntary participant contributions are permitted up to the limits under the Income Tax Act. Voluntary contributions will not affect the Company's contributions in any way. Any benefit provided by the participant's voluntary contributions will be in addition to the benefits described below and will be deposited in the employee account in the group RRSP of the Company.

#### **Normal Retirement Date**

The normal retirement date under this Plan is the first day of the month following the participant's 65th birthday, except that the normal retirement date of a participant born on the first day of a month is their 65th birthday.

#### **Early Retirement Date**

A participant may elect to retire early on the first day of any month between age 55 and 65. The Pension Committee must be notified in writing at least 90 days before the early retirement date. In the case of total disability, provided the Pension Committee approves, a participant may retire on the first day of any month before their normal retirement date.

#### **Normal Retirement Benefit**

The amount of the normal monthly pension is equal to the sum of (a) and (b):

(a) For service prior to January 1, 1981:

\$51 per month for each year of service

(b) For each year of service on or after January 1, 1981:

1% of member's earnings up to the MPE and 2% of member's earnings in excess of the MPE.

From January 1, 1981 to July 31, 2025, will be subject to a minimum guaranteed benefit of \$51 per month for each year of service to December 31 of the year preceding the date on which a member's pension is determined (minimum applied to the aggregate pension accrued).

(MPE is the amount of Maximum Pensionable Earnings as defined in the Canada Pension Plan, as amended from time to time)



### **Early Retirement Benefit**

The early retirement benefit will be calculated in the same manner as outlined for normal retirement, except that it will be reduced as follows:

- Age 55 - 82% of accrued benefit
- Age 56 - 86% of accrued benefit
- Age 57 - 90% of accrued benefit
- Age 58 - 94% of accrued benefit
- Age 59 – 97% of accrued benefit
- Age 60 – 100% of accrued benefit

### **Bridging**

An employee who retires on or after their fifty-fifth (55th) birthday and during the term of this agreement, will receive a pension bridge of twenty-five dollars (\$25.00) per month, per year of service (up to maximum of 40 years) upon reaching their sixtieth (60th) birthday. The bridge will be payable until the employee attains age 65.

Payments under this bridging provision will cease at the end of the month immediately preceding the month in which the employee, who selects to retire early under this provision, attains age 65 or dies, whichever occurs first.

### **Normal Form of Pension**

The normal form of pension is a monthly benefit payable for as long as the pensioner lives after retirement, but with the guarantee that should they die before receiving 60 payments, the balance of the 60 payments will be paid to their designated beneficiary. However, the automatic form of pension for a member who has a spouse as at the date of commencement of their pension is a joint life pension continuing at 60% to the spouse after the member's death. The joint life pension is subject to an actuarial adjustment of the normal form of pension (the commuted value of this joint life pension will be equal to the commuted value of the single life guaranteed for 60 payments).

### **Optional Types of Retirement Benefit**

In place of the normal form, a participant may choose to have their retirement benefit paid in one of the following optional forms:

#### **Life Annuity**

This optional form provides an increased retirement benefit payable monthly for so long as the pensioner lives after retirement with no continuation of payments after death.

#### **Life Annuity Guaranteed 10 Years**

This optional form provides a decreased retirement benefit payable monthly for so long as the pensioner lives after retirement but with the guarantee that should they die before receiving 120 payments, the balance of the 120 payments will be paid to the designated beneficiary.

### **Joint & Last Survivor Annuity**

This optional form provides a decreased retirement benefit payable monthly for so long as the pensioner lives after retirement with either the full amount of the payment, two-thirds (2/3) of the amount or half of the amount, whichever they elect, continuing to the person named by the pensioner as their contingent annuitant for so long as that person lives after the pensioner's death.

In order to elect one of the foregoing optional forms of retirement benefit, or any other optional form which may from time to time be authorized by the Pension Committee, a participant must do so on the prescribed forms.

Such election must be made before the retirement date whether normal or early.

### **Termination of Employment**

Upon termination from the company other than by retirement or death, a member will be entitled to a deferred monthly pension payable at age 65 equal to the participant's accrued pension (immediate and full vesting of all accrued benefits).

The member may elect to commence their pension as early as at age 55 subject to an actuarial adjustment.

Members under age 55 at the date of termination may elect to transfer the lump sum value of their pension entitlement into a locked-in retirement savings account.

Vesting: After two years to reflect Alberta Legislation.

### **Re-Employment**

If an employee terminates from the Company and is later re-employed, they will be considered a new employee for all purposes of the Plan.

### **Death Benefit**

#### **(a) Death Prior to Retirement**

If a participant dies before their normal retirement date, their contributions, if any, will be refunded with interest to the date of death to the designated beneficiary or estate.

If a participant dies before their normal retirement date, the participant's spouse will become entitled to a benefit equal to the commuted value of the participant's deferred pension payable at age 65. This benefit is payable to the spouse as an immediate pension. The spouse may elect to transfer on a locked-in basis the commuted value instead of the pension. If the participant does not have a spouse, the designated beneficiary or estate, as applicable, will receive the commuted value.

#### **(b) Death After Retirement**

If a participant dies after payment of pension has begun, any further payments will be made in accordance with the type of retirement benefit they had elected.

**FOR EMPLOYEES HIRED MAY 16, 2008 OR THEREAFTER**

Employees hired May 16, 2008 or thereafter will participate in the RRSP/DPSP sponsored by the company, namely the RRSP/DPSP for unionized employees of WestRock.

Participation in this Plan is mandatory for any employee who has completed six (6) months of employment. An employee will be automatically enrolled at the completion of the eligibility requirements.

Effective on the first pay period following two months after the date of ratification, the employee contribution equals 5% of base earnings for regular work scheduled to a maximum of 2,080 hours per year and employer matches the employee contribution.

**Retirement Benefits (Medical)**

Cost Sharing based on the following schedule for employees who retire on or after July 1, 2008.

Effective July 1, 2008 – Company will pay 90% of the premium cost and the Retiree will pay 10%.

Effective January 1, 2009 and thereafter – Company will pay 85% of the premium cost the Retiree will pay 15%.

The above is meant to be a summary of the important features of the Plan; however, the actual detailed administration will be governed by the official text of the Plan.

**Supplementary DPSP Contributions**

For all active employees on the payroll who have completed a minimum of 1 year of service:

On January 31 of each calendar year covered by this collective agreement, the employer will contribute 1% of an employee's base pay earned in the previous calendar year to a max of 2080 hours, by way of lump sum to the DPSP.

Within two (2) months following ratification, the Employer will contribute 1% of an employee's base pay earned in 2019 to a max of 2080 hours, by way of lump sum to the DPSP.

Contributions will be vested after two years of plan membership for new hires.

October 1, 2001

**Letter of Understanding - Modified Duties - Calgary**

- A. Administration of the program will be under the control of the Human Resources Representative of the Employer.
- B. Where medical restrictions prevent an employee from performing production work on their regular shift, then the modified duties assigned will be on day shift and schedules of work (hours) will be those of the areas where modified duties have been assigned, i.e. shipping 7:00 a.m. to 3:00 p.m. etc.
- C. Human Resources will advise the authorized representative of the Union Standing Committee, if available, and the appropriate supervision, prior to the commencement of the modified duties program as well as the restrictions involved.

Should no representative of the Standing Committee be available, Human Resources will inform any authorized member of the Union Committee.

**Letter of Understanding**

**Between**

**WestRock Canada, Inc. (the “employer”)**

**And**

**Unifor Local 539 (“the union”)**

**RE: Day Weekend Crew**

Considering the increase in volume, the necessity to better manage the maintenance requirements, including enhancing the preventative maintenance process, to avoid unnecessary downtime and reduce production costs, the parties agree to the following:

**Day Weekend Crew (Friday to Sunday) - Date of Implementation to be determined**

Two millwrights and one electrician will be scheduled to work, 36 hours per week, Friday to Sunday, twelve (12) hour shift from 7:00 am to 7:00 pm. Employee’s hours will be averaged over a one-week period. Employees shall receive 1.167 times their regular rate of pay for all hours worked in the weekend schedule.

Any hours of work over 12 hours a day or worked outside the regular scheduled hours will be paid at 1.5x (one and a half times) their regular rate. All overtime hours are eligible to be deferred.

Unless obligated by maintenance and/or production requirements this Letter of Understanding will remain in effect and is subject to changing hours.

The current Letter of Understanding constitutes an hours of work averaging agreement under the Employment Standards Code.

When a general holiday falls on an employee’s regularly scheduled workday, the employee shall receive the shift off with general holiday pay of twelve (12) hours at 1.167 times their regular rate of pay.

When a general holiday falls on an employee’s regularly scheduled day off, the employee shall receive the next scheduled workday off with general holiday pay of twelve (12) hours at 1.167 times their regular rate of pay.

Section 34, points (d), (e), (f), (h), (i), (m), (n), and (o) of the CBA will apply to the Day Weekend Crew.

Person in the Day Weekend Crew shall receive their pension and benefits as per the collective agreement.

All other sections of the collective agreement shall apply to the Day Weekend Crew unless modified by this letter.

Existing Production and Millwright Employees will be asked to apply for the Day Weekend Crew.

The positions will be posted, and selection will be subject to section 6 (Seniority) in the current collective bargaining agreement.

Any issues arising from the above will be dealt with on a case-by-case basis.

Persons in the Day Weekend Crew positions will not be used for production.

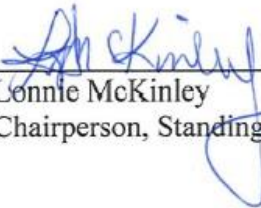
Should these positions no longer be needed by operations, management reserves the right to abolish the positions or terminate this letter with two weeks' written notice. If the Company abolishes the positions, terminates the letter or where agreed to change the hours of work before October 15, 2021 then employees in the posted positions shall be permitted to return to their previously held positions if they choose to do so.

Any change in the hours of work identified in this letter may only be changed by mutual written agreement between the company and the union.

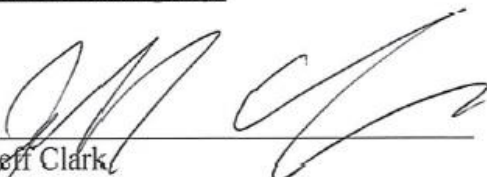
Annual wage increases will be in accordance with the CBA.

Signed in Calgary Alberta on the \_\_\_ day of \_\_\_\_, 2021

**For the Union:**

  
\_\_\_\_\_  
Lonnie McKinley  
Chairperson, Standing Committee

**For the Company:**

  
\_\_\_\_\_  
Jeff Clark  
Business Unit General Manager, Alberta

**Letter of Understanding**

**Between**

**WestRock Canada, Inc. (the “employer”)**

**And**

**Unifor Local 539 (“the union”)**

**RE Night Weekend Crew**

Considering the increase in volume, the necessity to better manage the maintenance/Preventative Maintenance (PM) requirements, including enhancing the overall machine reliability, to avoid unnecessary downtime and reduce production costs the parties agree to the following:

**Night Weekend Crew (Friday to Sunday) - Date of Implementation to be determined.**

Three (3) Machine Readiness positions and one (1) Millwright position will be scheduled to work, 36 hours per week, Friday night to Monday morning, twelve (12) hours shift from 9:00 pm to 9:00 am. Employee’s hours will be averaged over a one-week period. Employees shall receive 1.167 times their regular rate of pay for all hours worked in the weekend schedule.

Any hours worked over 12 hours a day or worked outside the regular scheduled hours will be paid at 1.5x (one and a half times) their regular rate. All overtime hours are eligible to be deferred.

Unless obligated by maintenance and/or production requirements, this Letter of Understanding will remain in effect and is subject to changing hours.

The current Letter of Understanding constitutes an hours of work averaging agreement under the Employment Standards Code.

When a general holiday falls on an employee’s regularly scheduled workday, the employee shall receive the shift off with general holiday pay of twelve (12) hours at 1.167 times their regular rate of pay.

When a general holiday fall on an employee’s regularly scheduled day off, the employee shall receive the next scheduled workday off with general holiday pay of twelve (12) hours at 1.167 times their regular rate of pay.

Section 34, points (d), (e), (f), (h), (i), (m), (n), and (o) of the CBA will apply to the Night Weekend Crew.

Persons in the Night Weekend Crew shall receive their pension and benefits as per the collective agreement.

All other sections of the collective agreement shall apply to the Night Weekend Crew unless modified by this letter.

Existing Production and Millwright Employees will be asked to apply for the Night Weekend Crew.

The positions will be posted, and selection will be subject to section 6 (Seniority) in the current collective bargaining agreement.

Any issues arising from the above will be dealt with on a case-by-case basis.

Persons in the Night Weekend Crew positions will not be used for production.

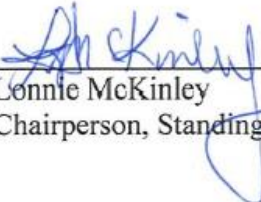
Should these positions no longer be needed by operations, management reserves the right to abolish the positions or terminate this letter with two weeks' written notice. If the Company abolishes the positions, terminates the letter or where agreed to change the hours of work before October 15, 2021 then employees in the posted positions shall be permitted to return to their previously held positions if they choose to do so.

Any change in the hours of work identified in this letter may only be changed by mutual written agreement between the company and the union.

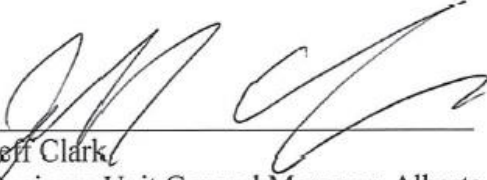
Annual wage increases will be in accordance with the CBA.

Signed in Calgary Alberta on the \_\_\_ day of \_\_\_\_, 2021

**For the Union:**

  
\_\_\_\_\_  
Lonnie McKinley  
Chairperson, Standing Committee

**For the Company:**

  
\_\_\_\_\_  
Jeff Clark  
Business Unit General Manager, Alberta



**Letter of Understanding**

**Between**

**WestRock Canada, Inc. (the “employer”)**

**And**

**Unifor Local 539 (“the union”)**

**RE: Backup Rubber And Steel Die Maker**

Considering the increase in volume, the necessity to better manage resources pertaining to operational requirement is essential for purpose of enhanced reliability and efficiency and unnecessary downtime. The parties therefore agree to the following:

The Backup Rubber and Steel Die Maker, is a full-time position on day shifts (7:00 am - 3:00 pm)

Backup Rubber and Steel Die Maker is a point of contact and expected to complete all assigned duties assigned to role and regular duties.

Assigned duties include some of the following:

- Supply feedback to Production Manager, Production Superintendent and/or Supervisor on issues arising on shift.
- Fill role for either the Rubber Die Maker or Steel Die Maker when they are on vacation.
- Operate the ink kitchen and ensure all ink (specialty and as directed by the superintendent or supervisor) for production needs are made in a timely manner.

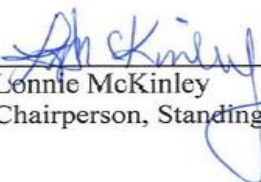
An employee with designated responsibility as Backup Rubber and Steel Die Maker shall be paid thirty-one dollars and thirty-one cents (\$31.31) per hour.

Annual wage increase will be in accordance with the CBA.

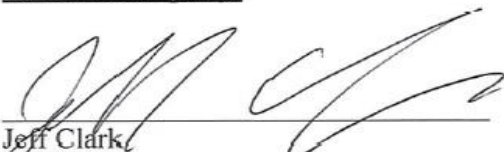
Any change in hours of work identified in this letter may only be changed by mutual written agreement between the company and the union.

Should this position be no longer needed by operations, management reserves the right to abolish the position with two weeks’ notice. The affected employee would be able to return to previous posted position of this position is abolished within the first six (6) months of its effective date.

**For the Union:**

  
\_\_\_\_\_  
Lonnie McKinley  
Chairperson, Standing Committee

**For the Company:**

  
\_\_\_\_\_  
Jeff Clark  
Business Unit General Manager, Alberta

**Letter of Understanding**

**Between**

**WestRock Canada, Inc. (the “employer”)**

**And**

**Unifor Local 539 (“the union”)**

**RE: Janitor (Days)**

Considering the recent Safe Quality Food Certification of the plant and the necessity to maintain and sustain a higher level of housekeeping within the production area. The parties therefore agree to the following:

The Janitor is a full-time position on day shifts, Sunday to Thursday (7:00 am - 3:00 pm).

The Janitor position will not be used for regular production work.

Any hours of work over 8 hours a day or worked outside the regular scheduled hours will be paid at one and a half times (1.5 x) their regular rate. All overtime hours are eligible to be deferred.

The current Letter of Understanding constitutes an hour of work averaging agreement under the Employment Standards Code.

When a general holiday falls on an employee’s regularly scheduled workday, the employee shall receive the shift off with general holiday pay of eight (8) hours at their regular rate of pay.

When a general holiday falls on an employee’s regularly scheduled day off, the employee shall receive the next scheduled workday off with general holiday pay of eight (8) hours at their regular rate of pay.

Janitor shall receive their pension and benefits as per the collective agreement.

All other Sections of the collective agreement shall apply to the Janitor.

Position will be posted. Selection will be subject to Section 6 (Seniority and Abilities) in the current collective bargaining agreement.

Duration of position will be determined as required by management in discussion with the union.

The Janitor is a point of contact and expected to complete all assigned duties assigned to role and regular duties.

Assigned duties include some of the following:

1. Vacuuming all workstations including printers and safely accessible areas on and around the machines and areas where consumables are kept.
2. Sweeping the common areas and walkways on the plant floor.
3. Emptying all the bins in the plant.

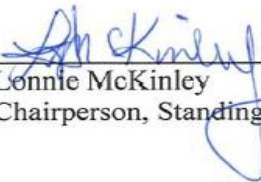
4. Ensuring that the soap and towel dispensers at the entrance sinks are always replenished.
5. Dusting/ cleaning all railings on the plant floor.
6. Operating the floor sweeter to sweep the WIP space and other large areas of the production floor, roll room and shipping.
7. Using the floor scrubber to clean the floors in the plant.
8. Other general cleaning duties as assigned by management.

An employee with designated responsibility as Janitor shall be paid twenty-nine dollars and sixty cents (\$29.60) per hour. This is the same wage as the auxiliary forklift operator wage (\$29.60).

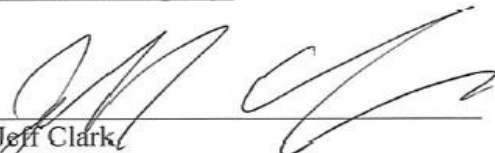
Annual wage increase will be in accordance with the CBA.

Should this position be no longer needed by operations, management reserves the right to abolish the position with two weeks' notice. The affected employee would be able to return to previous posted position if this position is abolished within the first six (6) months of its effective date.

**For the Union:**

  
\_\_\_\_\_  
Lonnie McKinley  
Chairperson, Standing Committee

**For the Company:**

  
\_\_\_\_\_  
Jeff Clark  
Business Unit General Manager, Alberta

**Letter of Understanding**

**Between**

**WestRock Canada, Inc. (the “employer”)**

**And**

**Unifor Local 539 (“the union”)**

**RE: Person In Charge (PIC) Weekend Crew (Day and Night)**

Considering the increase in volume, the necessity to better manage the maintenance/preventative maintenance (PM) requirements, including enhancing the overall machine reliability, efficiency and to avoid unnecessary downtime, the parties agree to the following:

PIC Weekend Crew assigned on weekend maintenance crews.

Position will be posted for persons already assigned to the weekend maintenance crews. Selection will be subject to section 6 (Seniority and Abilities) in the current collective bargaining agreement.

Duration of posting will be determined as required by management.

PIC Weekend Crew is a point of contact and expected to complete all assigned duties assigned to PIC role and regular duties as outlined on their posted job position.

Assigned duties include:

Supply feedback to Maintenance Manager and/or Supervisor on issues arising on shift.

Point of contact for any emergency response.

To be the PIC in case of emergency until management arrives.

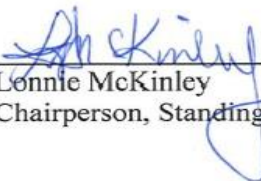
Will carry the assigned maintenance communication phone.

Complete plant screening procedures for persons entering the plant.

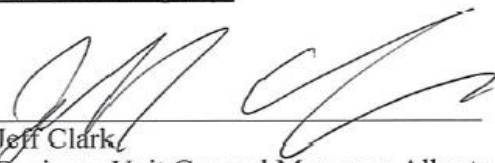
An employee with designated responsibility as PIC Weekend Crew shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour over his classification.

Should these positions no longer be needed by operations, management reserves the right to abolish the positions or terminate with two weeks' notice.

**For the Union:**

  
\_\_\_\_\_  
Lonnie McKinley  
Chairperson, Standing Committee

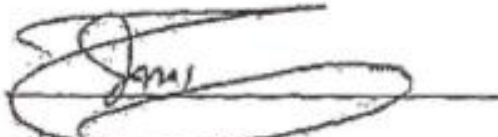
**For the Company:**

  
\_\_\_\_\_  
Jeff Clark  
Business Unit General Manager, Alberta

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement here unto set our signature this 12<sup>th</sup> day of November, 2020 at Calgary, Alberta:

For the company

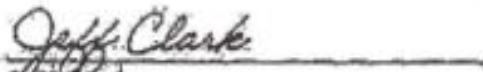
For the Union:



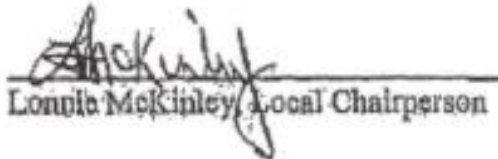
J.M. Thibodeau, CHRE  
Sr Director, HR & Labour Relations – Canada



Todd Romanow, National Representative



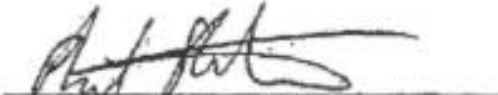
Jeff Clark  
Business Unit General Manager



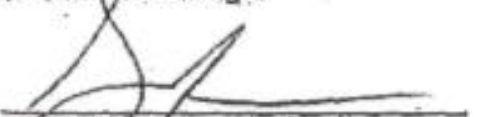
Lonnie McKinley, Local Chairperson



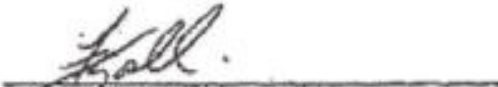
Olumide Obafemi  
Production Manager



Phil Stabner, Committee Member



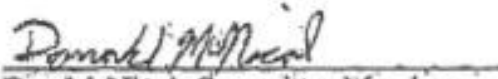
Gary Thompson  
Production Superintendent



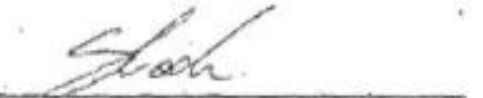
Tyler Ball, Committee Member



Rachael Lusk  
Business Unit HR Manager



Don McNicol, Committee Member



Samantha Cook  
HR Supervisor

Senior Official for WestRock accredited with Delegation of Authority



Robert B. McIntosh  
Executive Vice President,  
General Counsel & Secretary