

RATIFICATION VOTE APPROVAL FORM

ADMIN:

- Print copy of Ratification Procedure/Checklist for your use to ensure full process has been completed**
- Print copy of Ratification Procedure/Checklist and give to Rep for their review, along with this form

REP: Form must be completed by Rep and Approved by Sr. Rep, Director, Operational Strategy and President, before assigning back to Admin.

Requested by: (Rep's Name) Alina Teymory Date September 20, 2021

Bargaining Unit: Kruger Products

- Memorandum of Settlement (must be attached to be approved).**
- Is a mail ballot being requested by the Representative for this vote? If yes, note that prior approval must be obtained from the President. Check this box if a mail ballot is being requested. **Provide an explanation below:**

Union Rep to provide information for Ratification set up for Admin Staff: Date(s), time(s) and location(s) for ratification meeting(s). For larger units, please use Roster to ensure all locations have been included (ie: Designate Membership Meetings as well as Out of Area Location Meetings – through Job Stewards)

Membership meeting will be held on Wend Sept 29, 2021 following by electronic vote. The vote will be open for 36 hours given that Sept 30, 2021 is National Day of Truth and Reconciliation. The electronic vote will be open from 7am on September 30, 2021 to 7pm on October 2, 2021.

**** Please refer to Ratification Procedure to ensure you are following timelines and checklists.**

- Do you require a Returning Officer to count at Meeting, **or**
- Returning Officer to count at Union office on (date)_____
- Handouts to be copied for Meeting are attached
- If travelling is required, attach REP travelling schedule. Admin Staff will coordinate with travel partners and ensure that travel request forms are forwarded to Reception to book.

Approved by: _____ Date: _____
Senior Representative

Approved by: _____ Date: _____
Director, Operational Strategy

Approved by: _____ Date: _____
PRESIDENT

PRESIDENT: Mail Ballot request approved **YES** **NO** Initials: _____

ADMIN: Scan approved form to S:/BARGAINING/[EMPLOYER]/RATIFICATION

ADMIN: Copy approved form to Assistant to President

MEMORANDUM OF AGREEMENT

BETWEEN:

Kruger Products

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

1. The Parties are bound to a Collective Agreement effective Agreement effective from **June 1, 2020 through May 31, 2024** (the "Collective Agreement").
2. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

3. The Parties agree that the Collective Agreement is renewed for a term of written **4** years from **June 1, 2020** to **May 31, 2024** with the changes set out in the Memorandum of Agreement subject to the following conditions.
4. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
5. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
6. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from June 1, 2020 unless specifically stated otherwise.
7. All items not addressed herein will be considered withdrawn on a without prejudice basis.

8. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
9. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
10. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at New Westminster, B.C. this 3rd day of Sept, 2021

Patrick Service (PATRICK SERVICE)
Julianne English

FOR THE EMPLOYER

Alina Tegany
Cheryle A. Jones
Selina Sullivan

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	<i>Amend 5.04, 7.04, 7.06, 8.05, 9.04, 9.06, 9.08, 9.10, 10.02, 13.03</i>	

Make Collective Agreement language gender neutral throughout, changing any reference from he/she to they/their/them.

E&OE
Signed off this 30th day of August 20 21

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	3.05	Amend	

ARTICLE 3 - UNION AND EMPLOYER REPRESENTATION

3.05 Standing Committee

The Employer and the Union shall each appoint three (3) members to comprise a Standing Committee. ~~It is understood that there shall not be more than one (1) Union representative from any one department.~~ In case of a vacancy for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

E&OE
Signed off this 30th day of August 2021

For the Union

AG

For the Employer

Paul Li



(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	5.04	<i>Amend</i> <i>Revised - September 3, 2021</i>	

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.04 Temporary

An employee hired for specific projects or to backfill for absences of regular employees due to illness, annual vacation, or other leaves of absence. Temporary employees shall be hired for periods up to ~~1 year~~ six (6) months and may be extended by mutual agreement of the Parties. A temporary employee currently working in a position at the time the position becomes vacant and who is hired into that position on a permanent basis will have their seniority accredited from the start of their current period or continuous employment. This period of employment will be included in the probationary period.

A temporary employee who obtains regular employment in a position other than the one he/she is currently working in, will have the same rights as a new employee under this agreement.

The employer shall not hire, retain or otherwise use a temporary employee to avoid the continuance or filling of a regular full time, or regular part time, ~~or long-term temporary~~ vacancy.

E&OE

Signed off this 3 day of September 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	Art. 7.10, 7.11,	New 7.11 Revised – September 3, 2021	

ARTICLE 7 – LEAVES OF ABSENCE

7.10 (New) Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee’s request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee’s particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

7.11 (New) Domestic or Sexual Violence Leave

The company will grant an employee leave respecting Domestic or Sexual Violence in accordance with BC Employment Standards Act; however, an employee taking this leave will be entitled to be paid for the first ten (10) days (7 hours per day). As per the BC Employment Standards Act, the employee will then be entitled to a further fifteen (15) weeks of unpaid leave.

E&OE

Signed off this 3 day of September 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	Art. 12	<i>Housekeeping Amend heading to be consistent with Article</i>	

ARTICLE 12 – DISCIPLINE, DISCHARGE AND TERMINATION

E&OE
Signed off this 30th day of August 2021

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	Art. 14.02	<i>Housekeeping (Chief Job Steward does not exist)</i>	

ARTICLE 14 - JOB EVALUATION

14.02 Review Procedure

If the Union contests the point value and/or job grouping established by the Evaluation Committee, it may refer the dispute to the Review Committee.

When an employee requests a review of his/her job description and/or grouping, such request will be made in writing to the immediate Supervisor, and signed by the employee, and Chief Job Steward. The Supervisor shall give a decision on the matter within thirty (30) days of receiving the request.

Should the Union not be satisfied with the Supervisor's decision, it may within thirty (30) days of receiving such decision, refer the matter to the Review Committee.

E&OE

Signed off this 30th day of August 20 21

For the Union

For the Employer





3. Clarify Overtime Incumbency

Article 6 – Hours of Work, Overtime and Shift Premiums

Section 6.10

Amend the following paragraph as follows:

Overtime will be offered to the posted incumbent(s) or the employee(s) scheduled to work that job in the week where the overtime occurs first, where there are more than one incumbent it will be offered in order of seniority. Employees may request to decline overtime on a seniority basis, providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

Signed off this 30th day of August 2021

For the Union: [Signature] For the Employer: [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	Article 7	Change title of Article 7	

Change title of Article 7.07 from Compassionate Leave to Bereavement Leave

E&OE
Signed off this 31st day of August 20 21

For the Union



For the Employer



4.1 Lateral Transfer Limitations

Article 9 – Job Posting, Promotion, Layoff and Recall

Section 9.03 – Lateral Transfer

Remove the following paragraph:

An employee may apply for a transfer to a position within the same job grade once within a thirty-six (36) month period. During the first thirty (30) days in the position, should the Company turn down the employee, or the employee give up the posting, the thirty-six (36) month restriction will not apply. Any employee so transferred shall receive the same salary as in the former position.

And replace with the following paragraph:

The An employee may apply for a transfer to a position within the same job grade once within a thirty-six (36) month period. ~~During the first thirty (30) days in the position, should the Company turn down the employee, or the employee give up the posting, the thirty-six (36) month restriction will not apply.~~ Any employee so transferred shall receive the same salary as in the former position.

Article 9 – Job Posting, Promotion, Layoff and Recall

Section 9.04 – Qualifying Period on Promotion

Amend section title to be as follows:

Section 9.04 – Qualifying Period on Promotion or Lateral

Signed off this 31st day of August 20 21

For the Union: [Signature] For the Employer: [Signature]

UP 13.1 Counter Proposal

Article 15 – Grievances & Steps

Section 15.01 (b) Grievance Steps

Amend Step 3 as follows:

The Union Representative, the Job Steward, provided that the Job Steward is not a grievor for the grievance in question, and the President of the Company, or their designate(s), shall meet to discuss the grievance within ten (10) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment within ten (10) working days, the grievance may be taken to arbitration by either of the parties upon notice of the other party.

Signed off this 31st day of August 2021

For the Union: JTG For the Employer: Paul Li

UP 9.1 Counter Proposal

Article 11 – Grievances & Steps

Section 11.05 Harassment in the Workplace

D AT
Amend ~~Step 3~~ as follows:

Section 11.05 Bullying and Harassment in the Workplace

MoveUP and the Employer recognize the right of employees to work in an environment free from sexual harassment, personal harassment and ~~verbal harassment~~ bullying on any of the grounds prohibited by the Human Rights Act of B.C. and the employer shall take such actions as are necessary respecting an employee engaging in such harassment in the workplace.

Harassment is considered a serious offence and is subject to disciplinary action which may include but not limited to, transfer, suspension or discharge.

The employee who is harassed shall not be reassigned or transferred without his/her consent.

An employee who wishes to pursue a complaint alleging harassment must file the complaint with the Human Resources Department within thirty days of the latest alleged occurrence.

All complaints of harassment shall be dealt with in accordance with the Employer's Harassment Policy.

a) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(i) sexual solicitation or advance or inappropriate touching and sexual assault;

(ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

b) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the British Columbia Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.

c) Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

Signed off this 31st day of August 2021

For the Union: *JGP* For the Employer: *Paul Liu*



(Canadian Office and Professional Employees Union, Local 378)

**Kruger Products Ltd.
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	5.04	Amend	

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.04 Temporary

An employee hired for specific projects or to backfill for absences of regular employees due to illness, annual vacation, or other leaves of absence. Temporary employees shall be hired for periods up to ~~1 year~~ six (6) months and may be extended by mutual agreement of the Parties. A temporary employee currently working in a position at the time the position becomes vacant and who is hired into that position on a permanent basis will have their seniority accredited from the start of their current period or continuous employment. This period of employment will be included in the probationary period.

A temporary employee who obtains regular employment in a position other than the one he/she is currently working in, will have the same rights as a new employee under this agreement.

The employer shall not hire, retain or otherwise use a temporary employee to avoid the continuance or filling of a regular full time, ~~or~~ regular part time, ~~or long-term temporary~~ vacancy.

AT

E&OE
Signed off this 31st day of August 20 21

For the Union

[Signature]

For the Employer

[Signature]

1.1 Update on the Work Week Definition

Article 6 – Hours of Work, Overtime and Shift Premiums

Section 6.01


Amend the following paragraph:

Seven (7) hours shall constitute one full day's work, thirty-five (35) hours shall constitute one full week's work, Monday through Friday, inclusive; with exception of alternative schedules outlined in paragraph 4 and 5 within Article 6.07.

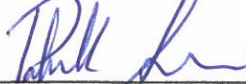
ATP

E&OE
Signed off this 1st day of Sept 2021

For the Union



For the Employer



UP 7.1 Counter Proposal

Article 7 – Leaves of Absence

Add new Section 7.10 as follows:

Section 7.10 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

Add new Section 7.11 as follows:

Section 7.11 Leave Respecting Domestic or Sexual Violence

The Company will grant an employee Leave Respecting Domestic or Sexual Violence in accordance with the BC Employment Standards Act.

An employee taking this leave will be entitled to ten (10) days of paid leave (7 hours per day) in a calendar year. These ten days will replaces the first ten (10) days of leave entitlement under the BC Employment Standards Act after which point the leave entitlements will be in accordance with the BC Employment Standards Act.

Signed off this 1st day of September 2021

For the Union: [Signature] For the Employer: [Signature]

UP 10.1 Counter Proposal

Article 11 – General

Section 11.06 Absences and Temporary Assignments

Amend Section 11.06 as follows:

Section 11.06 Absences and Temporary Assignments

For absences or temporary assignments in excess of six (6) calendar weeks, such as vacation relief, first consideration will be given to current employees within the department provided they have the qualifications and skills to perform the work.

Signed off this 1st day of September 2021

For the Union: [Signature] For the Employer: [Signature]

The following items are proposed as a package on a without precedence basis:

- UP2 – Job Security – Withdrawn
- UP6 – Statutory Holidays – Withdrawn
- UP14 & UP15 – Term & Wage
 - Year 1 – 2.50% *
 - Year 2 – 2.50% *
 - Year 3 – 2.50%
 - Year 4 – 2.50%

* Retroactive payments for Year 1 and Year 2 will only be made to active MoveUP members as of the date of ratification *Sept 3, 2021,*

- C2 – Seven-day Work Week in Shipping – Withdrawn *D AT.*
- C6 – Paper Mill Clerk Exemption – Withdrawn

Both parties agree to recommend this agreement for ratification to their respective stakeholders.

Signed off this 3rd day of September 20 21

For the Union:  For the Employer: 