

MEMORANDUM OF AGREEMENT

BETWEEN:

KRUGER PRODUCTS, INC.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

Canadian Office and Professional Employees Union, LOCAL 378

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

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

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from June 1, 2024 to May 31, 2028, with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from June 1, 2024 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement and the terms and conditions of the attached amendments (Appendix "A") shall be included in the new collective agreement effective June 1, 2024.
8. 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 19th day of September, 2024.



Madyna Kanoute



Mark Gestrin



Idani Phuthi



Eric Sirois

FOR THE EMPLOYER



Cheryle Jones



Catalina Gomez Vargas



Daniel Storms

FOR THE UNION

APPENDIX "A"



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024 ER#1	3.05	UNION AND EMPLOYER REPRESENTATION	Standing Committee

ARTICLE 3.05 - Standing Committee

The Employer and the Union shall each appoint ~~three (3)~~ two (2) members (not including Union Representative) to comprise a Standing Committee. In case of a vacancy for any cause, the party not fully represented shall immediately appoint a new member to fill such vacancy.

Approved
Signed off Date: September 17, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024 UP#1v2	4.01	THE RIGHTS OF THE EMPLOYER	

ARTICLE 4.01

(a) The management of the Company's business, and the direction of its working forces shall be as follows; including, without limiting the generality of the foregoing:

- (i) the Company shall have the right to decrease the working forces, to hire, retire, classify, transfer, assign and re-assign, promote, demote, suspend, discharge, discipline, and to release employees for lack of work or other legitimate reasons; and
- (ii) to maintain discipline, and efficiency of all employees, to establish hours of assignments and to make changes therein essential to the efficient conduct of business, and to be the judge of the competency of employees.

(b) These rights outlined in Article 4.01 are the exclusive rights of the Employer provided such rights are not exercised contrary to this Agreement and its intent.

(c) Any dissatisfaction with the action of the Employer or employee under this ~~clause~~ Article shall be subject to the grievance procedure.

Approved
Signed off Date: September 17, 2024
Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 19, 2024 ER#2	5.01	DEFINITION OF EMPLOYEES	Probationary Period

ARTICLE 5.01 - Probationary Period

All new employees hired in groups I to IX inclusive, except temporary employees, will be considered probationary for the first one-hundred and twenty (120) days of employment. For groups I to IX the period, upon the request of the Company, may be extended by sixty (60) days to one-hundred and eighty (180) days if agreed by the Union. Such employees may be terminated any time during these periods of one-hundred and twenty (120), or one-hundred and eighty (180) days as the case may be without recourse. After one-hundred and twenty (120) or one-hundred and eighty (180) days employment as the case may be, an employee will become regular. Where there is a problem with a probationary employee, the Company will advise the employee and the Union of the problem in writing, not less than 3 calendar weeks prior to the expiration of the probationary period of any issues of suitability for the position. The Employer retains the right to assess suitability if issues or incidents arise in the last three weeks of probation.

If employment is interrupted by absences the probationary period shall be extended by the number of days absent from work if the absences exceed ten (10) working days.

Approved
Signed off Date: September 19, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative







(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024 ER#3	6.01	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM	

ARTICLE 6.01

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

Approved
Signed off Date: September 17, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024	6.05	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM	Flexible Work Schedule
ER#4			

ARTICLE 6

6.05

A lunch period of ~~at least~~ one-half (1/2) hour will be provided and taken within the two (2) hours in the middle of the regular working day. Precise time to be arranged between the employer and the employee.

Approved
Signed off Date: September 17, 2024

Daniel Storms
Union Representative



Eric Sirois
Human Resources Representative





(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024 ER#5	6.08	ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM	

ARTICLE 6.08

A meal shall be provided on Company time, and at Company expense to an employee required to work in excess of two (2) hours overtime beyond the regular work day. The period will normally not exceed thirty (30) minutes. The meal must be ordered during the overtime ~~from a list of pre-approved vendors. The meal is to not exceed \$25.00.~~ and the employee will be reimbursed up to a maximum of \$25.00.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024	7.01	LEAVES OF ABSENCE	
ER#6			

ARTICLE 7.01

Annual Vacation Entitlements

Regular Full-Time Employees are entitled to vacation as follows:

Employees with less than one (1) year service: One and a half (1 1/2) days of vacation per completed months of service to a maximum of 15 working days.

One (1) year but less than five (5) years of service:	3 weeks (15 working days)
Five (5) years but less than fifteen (15) years of service:	4 weeks (20 working days)
Fifteen (15) years but less than twenty-three (23) years of service:	5 weeks (25 working days)
Twenty-three (23) years but less than thirty (30) years of service:	6 weeks (30 working days)
Thirty (30) years or more of service:	7 weeks (35 working days)

Any employee who reaches 5, 15, 23 or 30 years of service after April 30th is entitled to the additional vacation week provided in the plan for the date of their continuous service anniversary in the current year.

Part Time Regular employees will have their annual vacation entitlement pro-rated based on time worked.

Full Time Temporary employees will be granted annual vacation as per the Employment Standards Act.

Vacation Pay upon termination

Upon termination, an employee shall be paid the balance of their vacation not taken during the current year, as established on April 30th of the preceding year, plus a percentage of their earnings for the current year as follows:

<u>Years of Service</u>	<u>% of earnings on May 1 of the current year up to termination date</u>
Less than <u>five (5)</u> years of service:	6%
<u>Five (5)</u> years but less than <u>fifteen (15)</u> years of service:	8%
<u>Fifteen (15)</u> years but less than <u>twenty-three (23)</u> years of service:	10%
<u>Twenty-three (23)</u> years but less than <u>thirty (30)</u> years of service:	12%
<u>Thirty (30)</u> years or more of service:	14%

Approved

Signed off Date: September 17, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Because paid vacation is taken in the same calendar year in which it is earned, in the event that an employee's employment with the Company ends, the last day of work will be used to determine if the employee has taken more paid vacation than has been earned. If an employee has taken more vacation than has been earned, the deficit in their entitlement will be deducted from their final pay.

Rehires

The vacation rights of any employee who is rehired within twelve (12) months of their discharge or layoff are reinstated to their preceding employment period less the period spent outside the company's service.

The vacation rights of any employee rehired within six (6) months after dismissal or resignation may, exceptionally be reinstated.

Limitations

- (a) An employee who for any reason is absent from work during a complete reference year shall lose all rights to paid vacation in the following year.
- (b) An employee shall be entitled to full vacation credit in the year following the reference year if absence periods during the latter total six (6) months or less.
- (c) If during the reference year, periods of absence (including absences for sickness even if salary is maintained) total more than six (6) months, credited vacation for the year following the reference year will be reduced by 50%.
- (d) However, in the case of the preceding paragraph, employees with less than one (1) year of continuous service shall be entitled to vacation pay at the pro rata of the number of vacation days accumulated in the reference year.
- (e) The vacation pay for an employee on parental leave that exceeds three (3) months in the reference year will be based on a percentage of earnings in the reference year.
- (f) An employee on maternity leave only, maintains full vacation entitlement regardless of the duration of the maternity leave in the reference year. Any other absences (sickness, parental leave, etc.) in the reference year will be taken into account in determining vacations owed for the year that follows the reference year in application of paragraphs B. and C. above.

Approved

Signed off Date: September 17, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024	7.02		Vacation Notice
UP#3v2			

ARTICLE 7.02

A vacation schedule shall be prepared by the Employer and presented to the employees by April 1st of each year for posting of the list. The employees are to complete their request for vacation time by April 15th, at which time the list is to be presented to management for finalizing by May 15th.

No changes shall be made by the employee or the Employer in the employee's scheduled vacation after the schedule has been finalized without thirty (30) days' notice. No changes shall be made by the employee without ten (10) days' notice. The number of persons off at any one time is subject to departmental requirements.

Approved
Signed off Date: September 17, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024 ER#7	7.09	LEAVES OF ABSENCE	Medical and Dental Appointments

ARTICLE 7.09 - LEAVE OF ABSENCE - Medical and Dental Appointments

An employee will be allowed ~~up to two (2) hours time off~~ for medical or dental appointments that cannot be taken on a regular day off. ~~The up to two (2) hours will be utilized at the beginning or end of the workday where possible to be taken on a prorated basis from paid sick leave in accordance with the Employment Standards Act (ESA).~~ The company reserves the right to request a certificate.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024 UP#4v2	7.05	LEAVES OF ABSENCE	Statutory Holidays

ARTICLE 7.05 Statutory Holidays

The Company will provide all regular full-time employees with ~~thirteen (13)~~ fourteen (14) Statutory Holidays in each calendar year as follows:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. BC Day
8. Labour Day
9. National Day of Truth and Reconciliation
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Eve
13. Christmas Day
14. Boxing Day

If a Statutory Holiday occurs during an employee's vacation period, the employee shall be eligible for an additional day off with pay. An employee on sick leave during a Statutory Holiday will not be eligible for a supplementary day off.

Approved

Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



Products

New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 19, 2024	7.06	LEAVES OF ABSENCE	Maternity, Adoption & Parental Leave
UP#5v2			

ARTICLE 7.06 Maternity, Adoption & Parental Leave

The maternity leave provisions apply to regular full-time and regular part-time employees. An employee is entitled to seventeen (17) continuous weeks of unpaid maternity leave.

The pregnancy leave may only be commenced from the sixteenth (16th) week before the expected date of delivery.

An employee who is entitled to the pregnancy leave is required to give the employer at least two (2) weeks notice in writing prior to the date the leave is to begin indicating the beginning and ending dates of the maternity leave, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that they wish to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change this date by giving at least (1) week written notice before the new date to be chosen.

If pregnancy-related complications force the employee to stop work before they give notice of their pregnancy leave, they have two (2) weeks from that date to give the employer written notice with a medical certificate confirming the circumstances and the expected or actual date of birth.

If the employee has been on pregnancy leave for seventeen (17) weeks but the child was not born on the expected date, the employee has the right to extend the maternity leave for a period equivalent to the delay encountered.

The employee has the right to extend the maternity leave for a maximum period of six (6) weeks if they provide the employer, prior to the expiry date of their maternity leave, a notice together with a medical certificate stating that their health or that of their child requires such extension.

Approved
Signed off Date: September 19, 2024
Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



New Westminster Mill

An employee who is entitled to take maternity leave will not be terminated or laid off, disciplined or suspended because they have applied for or taken such leave.

Seniority for all purposes continues to accrue during maternity leave and, following the leave, the employee must be reinstated to the same position with the same benefits if it still exists, or if it does not, all rights and privileges due the employee at the time the position disappeared will be granted.

On return to work, the employee must be paid at the rate paid when the leave commenced, or if higher, at the rate the employee would be earning if they had worked through the leave.

While an employee is on pregnancy leave, the employer will continue to make employer contributions to pension, life insurance, accidental death, health and dental plans and other insurance unless the employee has advised the employer in writing, that they do not wish to continue to make the employee contributions to such plans.

Parental and Adoption Leave

In addition to the seventeen (17) weeks pregnancy leave for mothers, an additional leave of ~~forty-three (43)~~ sixty-one (61) continuous weeks within seventy-eight (78) weeks following the birth of the child or children of unpaid parental leave for working parents to care for newborn or newly adopted children.

An employee who is a parent of a new-born or newly-adopted child is entitled to a maximum of ~~forty-three (43)~~ sixty-two (62) continuous weeks within seventy-eight (78) weeks following the birth of the child or children of unpaid parental or adoption leave starting on the day of birth or adoption (from the time the child comes into a parent's custody, care and control for the first time) and ending sixty (60) weeks after the birth or adoption.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave or adoption leave under this Article is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 7.06.

The definition of a "parent" includes natural parents or a person with whom a child is placed for adoption and a person who is in a permanent relationship with the parent of the child and who intends to treat the child as their own.

Approved

Signed off Date: September 19, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



Products

New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

An employee who is entitled to a parental leave is required to give the employer two (2) weeks written notice prior to the commencement of the leave, indicating the date of beginning and end of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks notice before the earlier date, or to a later date by giving two (2) weeks notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the employer written notice of the employee's intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, the employee must give the employer three (3) weeks written notice specifying the date on which the employee intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the ~~forty-three (43)~~ sixty-one (61) [birth parent] week or sixty-two (62) [non-birth parent or adoptive parent] week maximum period), the employee must give the employer four (4) weeks written notice before the date the leave was to end.

An employee who is entitled to take parental leave will not be terminated or laid off, disciplined or suspended because they have applied for or taken such leave.

Seniority for all purposes continues to accrue during parental leave, and, following the leave, the employee must be reinstated to the same position with the same benefits if it still exists, or if it does not, the employee will be assigned to a comparable position in the same establishment with the same salary, and equivalent pension and insurance plans. On return to work, the employee must be paid at the rate paid when the leave commenced, or if higher, at the rate the employee would be earning if they had worked through the leave.

While an employee is on parental leave, the employer will continue to make employer contributions to pension, life insurance, accidental death, health and dental plans, and other insurance unless the employee has advised the employer in writing that they do not wish to continue to make the employee contributions to such plans.

The parental leave provisions apply to regular full-time and regular part-time employees.

Approved

Signed off Date: September 19, 2024

Daniel Storms
Union Representative



Eric Sirois
Human Resources Representative





(Canadian Office and Professional Employees Union, Local 378)



New Westminster Mill

Supplemental Employment Insurance Benefits

~~During the first two (2) weeks of maternity leave, which corresponds to the employment insurance waiting period, the employer will pay 100% of the employee's salary. For the following four (4) weeks, the company will compensate the employee's employment insurance payment to provide for 100% of the employee's salary.~~

During the first six (6) weeks of maternity leave, the company will supplement the employee's employment insurance payment to provide, with that payment, for a total of 100% of the employee's regular salary.

To be eligible for this benefit, the employee must be employed by the Company on a full or part-time basis working a minimum of twenty-one (21) hours per week and have three (3) months continuous service prior to applying for maternity leave.

Approved
Signed off Date: September 19, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024	7.07	LEAVES OF ABSENCE	Bereavement Leave
UP#6v2			

ARTICLE 7.07 - Bereavement Leave

In the case of death in the immediate family of the employee, i.e., spouse, son or daughter, son-in-law or daughter-in law, an employee, upon request, shall be granted compassionate leave of five (5) days with pay.

In the case of death in the immediate family of the employee, i.e., father, mother, sister, brother, mother-in-law, father-in-law, step-parents, grandparents or step-children, an employee, upon request, shall be granted compassionate leave of three (3) days with pay.

Such leave of absence will not be charged against paid sick leave or annual vacation entitlement.

If the funeral of the father or the mother is held outside the Province of British Columbia, an employee, upon request, shall be granted compassionate leave of up to five (5) days with pay.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 17, 2024	7.08	LEAVES OF ABSENCE	Leave of Absence
UP#7v2			

ARTICLE 7.08 Leave of Absence

For bona-fide reasons, a special leave of absence without pay may be granted to an employee. A written application to their supervisor ~~and a copy or~~ to the ~~personnel~~ Human Resources department stating the reasons for leave, and the duration of the leave, must be submitted. Permission for leave may be granted by the Employer after consideration of the individual employee's length of service and existing departmental workload. Usually, such leave will not exceed four (4) weeks.

Approved
Signed off Date: September 17, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024	9.01	JOB POSTINGS	Job Vacancies
ER#8			

ARTICLE 9.01 - Job Vacancies

It is the intention of the Employer to fill job vacancies from within the Company before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position. ~~The Employer shall post notice of all job vacancies on the office bulletin board.~~ The job vacancies shall be emailed to each employee’s home and work email addresses.

All vacancies shall be posted for ~~three (3)~~ five (5) working days. Job postings will include job title, job grouping, and a proper description of the job duties, including qualifications and necessary skills.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024 UP#8v2	9.03	JOB POSTING, PROMOTION, LAYOFF AND RECALL	Job Vacancies Lateral Transfer

ARTICLE 9.03 – Lateral Transfer

An employee may apply for a transfer to a position within the same job grade once within a thirty-six (36) month period. Any employee so transferred shall receive the same salary as in the former position. Lateral transfers shall be made on the basis of seniority, ability and experience.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)


Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 19, 2024 UP#10v2	9.06	JOB POSTING, PROMOTION, LAYOFF AND RECALL	Severance

ARTICLE 9.06 – Severance

- (a) Any regular full-time or regular part-time employee with less than five (5) years seniority, who is laid off for a period in excess of three (3) months, shall be entitled to two (2) weeks' severance for each completed year of service with a minimum of two (2) weeks. Any regular full-time or regular part-time employee with five (5) or more years seniority who is laid off for a period in excess of three months, shall be entitled to two (2) weeks' severance for each completed year of service, prorated for complete months thereof to a maximum of thirty (30) weeks severance. For employees with sixteen (16) years seniority, an additional week's severance for each year of service over sixteen (16) years to a maximum of ~~thirty five (35)~~ forty (40) weeks.
- (b) Where the period of lay-off exceeds three (3) months in duration, the employee may elect to receive severance pay in accordance with the formula outlined in paragraph (a) above. However, if an employee elects to receive severance pay prior to the end of their recall period, they shall forfeit any remaining recall rights and be removed from the seniority list.
- (c) Two weeks' notice shall be required by either party in cases of voluntary resignations or in cases of layoffs. This notice is not required in cases of discharge for cause.
- (d) The notice set out in paragraph (c) above shall not coincide with an employee's scheduled vacation.
- (e) On receipt of the notice by the Union according to Article 9.05 and Article 13 where a significant number of employees are affected, the employer and the Union shall meet, in good faith, to endeavor to develop an adjustment plan which may include:
 - (1) consideration of alternatives to the layoffs which may include amendments or provisions of this Agreement.
 - (2) human resource planning and employee counselling and retraining
 - (3) entitlement to pensions and other benefits including early retirement benefits.
- (f) The Employer shall pay for the services of an outside re-employment guidance and counselling service for each laid off employee, including those employees laid off pursuant to Article 13.

Approved
 Signed off Date: September 19, 2024
 Daniel Storms
 Union Representative

Eric Sirois
 Human Resources Representative







(Canadian Office and Professional Employees Union, Local 378)



New Westminster Mill

Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024 UP#9v2	9.09	JOB POSTING, PROMOTION, LAYOFF AND RECALL	Notice of Recall

ARTICLE 9.09 – Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee. Employees shall be responsible for notifying the Employer of any change of address. The employee must decide within ~~three~~ seven (7) days of notification or lose rights of seniority and recall. If an employee elects to be bypassed, they will remain on the recall list. However, an employee will lose their rights of recall and seniority by refusing an equivalent position if the position cannot be filled by someone junior on the recall list. Equivalent position is defined as a position requiring similar skills as their former position and within two job groups down.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024	11.04	GENERAL	Health and Welfare Benefits
ER#9			

ARTICLE 11.04 – GENERAL: Health and Welfare Benefits

Full-time regular employees shall be eligible for participation in the Kruger Products L.P. Inc. Benefit Programs for Salaried Employees (the "Benefit Programs") as amended from time to time by the Company or by the insurance carriers. Part-time regular employees shall be eligible for participation in the plan in accordance with applicable company policy.

Attached as Appendix "D" to this Agreement is a portion of the Kruger Products L.P. Inc. booklet entitled "Connexion". This is a summary of the health, dental, disability, death and accident and retirement benefits as they exist at the signing of this collective agreement. Nothing contained herein or in Appendix "D" is to be interpreted or construed as restricting or preventing the Company or the insurance carrier from amending the Benefit Programs from time to time.

The Company agrees not to change the Benefit Plans with the intention of discriminating against bargaining unit members.

The obligation of the Company is restricted to making the Benefit Programs available as they exist from time to time to bargaining unit employees and to paying premiums which are its responsibility in accordance with the terms of the Benefit Programs.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024	11.06	GENERAL	Absences and Temporary Assignments
UP#11v2			

ARTICLE 11.06 – GENERAL - Absences and Temporary Assignments

For absences or temporary assignments, such as vacation relief, first consideration will be given to current employees within the department by seniority where possible, provided they have the qualifications and skills to perform the work.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/ MOU	Affected Article Title	Affected Subtitle
September 18, 2024	12.01	DISCIPLINE, DISCHARGE AND TERMINATION	Employee Investigations and Discipline Process
UP#14v3	12.03		Voluntary Resignation
	12.04		Unjust Discharge
	12.05		Personnel File

12.01 Employee Investigations and Discipline Process

- (a) A Union Representative or job steward must be present with the employee at any investigative meeting. The Union will receive an outline of concerns prior to the meeting with the employee.
- (b) The Employer shall not discipline or discharge an employee except for just cause. The Employer will provide the employee with a statement clearly establishing the reasons for discharge with a copy to the Union at the time of discharge.
- (c) The Employer shall provide the employee and the Union with a statement clearly establishing the reasons for any other discipline.

12.03 Voluntary Resignation

An employee will provide the Employer with a minimum two (2) weeks' notice in the event of a voluntary resignation from employment.

12.04 Unjust Discharge

If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to their former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union, or as decided by arbitration.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



12.05 Personnel File

Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.

Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.

Any letter of reprimand, suspension, expectation, adverse report, or anything critical of an employee shall be removed from an employee's file after twenty-four (24) months provided no material of a similar nature has been subsequently filed.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 18, 2024	15.01	GRIEVANCE PROCEDURE	
ER#10			

ARTICLE 15.01

Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

(a) Initiating a Grievance

- (1) Individual grievances under this Article must be initiated within 45 calendar days of the Employee's awareness of the circumstances giving rise to the grievance.
- (2) Group or policy grievances under this Article must be initiated within 60 calendar days of the Employee, the Union, or the Employer becoming aware of the occurrence or circumstances giving rise to the grievance.
- (3) In the case of a job selection grievance, the grievance must be initiated within 15 full calendar days from the date of receipt of the written notification of the employee's unsuccessful candidacy. An extension to this limit shall be given where an employee wishing to raise a job selection grievance is absent on approved leave of absence, sick leave or vacation.

(b) Grievance Steps

In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1: The employee and the Job Steward, or the employee individually, (at their option) shall take up the complaint with the immediate Supervisor. In the event the complaint is not satisfactorily settled within ten (10) working days, the employee, the Steward or the immediate Supervisor shall, in writing, forward the grievance to the next step in the procedure.

Approved
Signed off Date: September 18, 2024
Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

- Step 2:** The Job Steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within ten (10) additional working days, both parties shall forward the grievance to the next step in the procedure.
- Step 3:** 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 designates~~ HR Manager, 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 the ten (10) working days, the grievance may be taken to arbitration by either of the parties upon notice of the other party.
- Step 4:** If the party initiating the grievance does not notify the other party of its intention to refer the matter for arbitration assessment within twenty (20) working days following the expiration of the timeline in Step 3, the grievance will be considered withdrawn on a without prejudice basis.

Approved
Signed off Date: September 18, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



Products

New Westminster Mill

Letter of agreement of change			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 19, 2024	18.01	DURATION	
ER#11			

ARTICLE 18.01 -

- (a) This agreement will be in full force and effect on and after the 1st day of June, ~~2020~~ 2024 and including the 31st day of May ~~2024~~ 2028. Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement by written notice, require the other party to commence collective bargaining. If notice is not given by either party before the expiry of the agreement, both parties are deemed to have given notice under this section.
- (b) If notice to commence collective bargaining has been given and the term of a Collective Agreement that was in force between the parties has expired, neither the employer nor the trade union shall, except with the consent of the other, alter any term or condition of employment, until:
 - (1) a strike or lockout has commenced
 - (2) a new collective agreement has been negotiated, or
 - (3) the right of the trade union to represent the employees in the bargaining unit has been terminated, whichever occurs first.

Approved
Signed off Date: September 19, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



(Canadian Office and Professional Employees Union, Local 378)



New Westminster Mill

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 19, 2024	APPENDIX "A"	APPENDIX "A" SALARY SCHEDULE	
ER#12			

APPENDIX "A" SALARY SCHEDULE

Year	% Increase
1	3.50% + \$0.50 per hour
2	3.50%
3	3%
4	2.5%

Approved
Signed off Date: September 19, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative



New Westminster Mill

(Canadian Office and Professional Employees Union, Local 378)

Collective Agreement Update Alignment			
Date	Affected Article/MOU	Affected Article Title	Affected Subtitle
September 19, 2024 ER#13	APPENDIX "B" APPENDIX "D"	APPENDIX "B" JOB GROUP AND TITLE APPENDIX "D" BENEFIT PROVISIONS	

APPENDIX "B" JOB GROUP AND TITLE

Group	Current Position
VIII	Senior Cost Accountant (x2)
VI	Intermediate Cost Accountant
VI	Senior General Accounting/Payroll Clerk
V	Senior Parent Roll Sales Clerk
V	Senior Distribution Agent
V	Paper Mill Clerk
IV	Senior Accounts Payable Clerk
IV	Freight Payables Agent
III	Shipping Clerk (x2)
III	Junior Distribution Agent
I	Switchboard Operator Office Services Clerk

APPENDIX "D" BENEFIT PROVISIONS

Appendix "D" is agreed to be the provisions on health, dental, disability, death and accident and retirement benefits as described in the Kruger Products L.P. Inc. Booklet entitled "Connexion."

Approved
Signed off Date: September 19, 2024

Daniel Storms
Union Representative

Eric Sirois
Human Resources Representative