

# COLLECTIVE AGREEMENT

Between

**Kruger Products Inc.**

(hereinafter referred to as the "Employer")

And



**(Canadian Office and Professional Employees Union, Local 378)**

(hereinafter referred to as the "Union")

**June 1, 2024 to May 31, 2028**

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and Kruger Products L.P.*

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## **ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees.

## **ARTICLE 2 - UNION SECURITY AND RECOGNITION**

### **2.01**

The term "employees" wherever mentioned in this Agreement, refers to all employees as defined in Article 2.02 below, and Appendix "B", but does not include those employees who by mutual agreement, are excluded from the bargaining unit as defined in Appendix "C".

### **2.02**

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code, and shall be binding on the Employer and the Union, and their respective successors and assigns.

### **2.03**

The Employer agrees that all employees covered under this Agreement as a condition of employment, shall, within thirty (30) days from the effective date of this Agreement, become and remain members of the Union.

### **2.04**

The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.

### **2.05**

Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee, and to transmit the monies so collected to the Union, once monthly. The Union agrees to file an initiation fee, dues and assessment assignment form with the Employer for each employee prior to such deductions.

### **2.06 Job Security**

No regular employee shall be laid off as a result of contracting out, without prior discussion with the Union and alternative measures have been canvassed.

In the event an employee is laid off as a direct result of contracting out, a minimum of twenty four (24) weeks severance shall be paid.

### **ARTICLE 3 - UNION AND EMPLOYER REPRESENTATION**

#### **3.01**

The Employer shall recognize the Job Steward(s) elected or appointed by the Union, and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Job Steward(s).

#### **3.02**

The Job Steward(s) may, within reason, investigate and process grievances or confer with or without the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes, and such permission will not be unreasonably denied.

#### **3.03**

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

#### **3.04**

Leaves of absence without pay will be granted to employees for the purpose of attending to Union business providing the employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice. Normally such leave of absence will not exceed ten (10) working days in any one calendar year for any one employee. Any such leave request will not be unreasonably denied.

#### **3.05 Standing Committee**

The Employer and the Union shall each appoint 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.

#### **3.06**

The purpose of the Standing Committee, representative of both parties, shall be to discuss policy and future changes within the Company for better Labour-Management relations.

#### **3.07**

Should any question of interpretation with reference to this Agreement be referred to the Standing Committee for clarification, it is agreed that the Union Representative may be in attendance.

## ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

### 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) The 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 Article shall be subject to the grievance procedure.



## **ARTICLE 5 - DEFINITION OF EMPLOYEES**

### **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.

### **5.02 Full-time Regular**

An employee hired to work on a full-time basis, in a regular continuing position.

### **5.03 Part-time Regular**

An employee hired to work regular hours or days on a continuing basis, but who works less than the normal working hours, but more than one week per month. These employees shall be covered by all conditions of this Agreement, except as follows:

- (a) Sick leave pay will be on a pro-rata basis consistent with the hours employed. Duration of sick leave entitlement will be on the same basis as for full-time employees with the same calendar service.
- (b) Statutory holiday pay will be on a pro-rata basis consistent with the proportion of hours normally worked in weeks not containing a holiday.
- (c) Vacation pay will be calculated on the same basis as for a full-time employee with the same calendar service.
- (d) Seniority will be calculated on a pro-rated basis consistent with the proportion of regular and overtime hours worked, but not to exceed 35 hours per week.

#### **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 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 they are 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 vacancy.

## **ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM**

### **6.01**

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

### **6.02 Flexible Work Schedules**

The Company is prepared to work in close cooperation with the Standing Committee to institute more flexibility within the five (5) day work week, subject to such schedules being workable within each of the departments, and that no increase in staff is required. Flexible working hours would be conditional on:

- (a) Coverage in each department as determined by the department manager.
- (b) Core hours 10:00 a.m. to 2:30 p.m.
- (c) Starting time would be scheduled between 6:00 a.m. and 10:00 a.m. Quitting time would be scheduled between 1:30 p.m. and 5:30 p.m.
- (d) Each department to have flexibility in establishing schedules in line with requirements to provide coverage to the Company as a whole.
- (e) Schedules established and changes in any department schedule would be approved by the department supervisor.
- (f) In departments where flexible working hours have been instituted, employees within a classification and location shall choose their scheduled hours of work by seniority.

### **6.03**

Employees shall be at their respective positions ready to begin work at the time their pay starts, and shall not quit work in advance of time their pay stops. For example: if an employee's pay time is from 9:00 a.m. to 12 noon, and from 1:00 p.m. to 5:00 p.m., the employee shall be at their position ready to work at 9:00 a.m. and 1:00 p.m., and shall not quit work until 12 noon and 5:00 p.m.

### **6.04**

Whenever possible, work hours will be shifted to take advantage of daylight saving time during the summer months.

### **6.05**

A lunch period of 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.

**6.06**

Two (2) relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon, shall be provided without loss of pay.

**6.07 Overtime Premiums**

Time worked in excess of seven (7) hours per day, or thirty-five (35) hours per week shall be paid at one and one-half (1.5) times the regular rate of pay.

Time worked in excess of eleven (11) hours per day during a regularly scheduled working day, or in excess of forty-eight (48) hours during a scheduled working week, shall be paid at two (2) times the regular rate of pay. Such overtime is paid either on a daily basis or on a weekly basis, not on both.

Employees who work overtime shall have the option of receiving pay as outlined above, or of receiving time off with pay on the basis of straight time equivalent to the overtime earnings.

Time worked in excess of four (4) hours on a Saturday shall be paid two (2) times the regular rate of pay. This overtime premium will not apply to work performed on Saturday for Shipping and Distribution employees working a Tuesday to Saturday schedule, provided that two (2) weeks' notice has been given prior to implementation of this schedule.

All hours worked on a Sunday or a Statutory Holiday shall be paid two (2) times the regular rate of pay.

If the employee elects to receive the overtime in pay, it will be paid at the rate for the job when the work was performed.

If the employee elects to receive time off (banked time), the time off will be paid at the rate the employee is paid when the time off is taken.

If time off is banked, it must be taken in units of not less than one (1) hour at a time suitable to the employee and the Company. Banked time must be taken by the end of the contract year following the contract year in which it was banked. Any banked time remaining at that time will be paid at the rate described above.

Overtime pay shall be calculated at the rate arrived at by dividing the appropriate weekly salary by thirty-five (35) hours.

For the purpose of calculating overtime at time and one half, the basic regular thirty-five (35) hour work week shall be reduced by seven (7) hours in any week in which a recognized paid Statutory Holiday occurs. Should more than one recognized paid Statutory Holiday occur in any week, the basic thirty-five (35) hour work week shall that week be reduced by seven (7) hours for each such recognized paid Statutory Holiday.

For the purpose of calculating overtime at two (2) times the regular rate of pay, the hours in excess of the regularly scheduled working week, allowing payment for such payment of overtime, shall be reduced by two and one half (2.5) hours for each recognized paid Statutory Holiday occurring in any one week.

An employee may carry a maximum of 70 hours in their time bank. For additional overtime hours worked, employees shall be paid.

**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. This period will normally not exceed thirty (30) minutes. The meal must be ordered during the overtime and the employee will be reimbursed up to a maximum of \$25.00.

**6.09**

An employee called back to work after completing a regular day's work, or from a regular day off, shall be paid a minimum of four (4) hours at the straight time rate, or the number of hours worked at the overtime rate, whichever is greater.

**6.10**

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.

**6.11 Shift Premium**

A shift beginning on or after 6:00 a.m. is considered to be day shift. A shift beginning on or after 12:00 noon is considered to be afternoon shift. A shift beginning on or after 10:00 p.m. is considered to be graveyard shift. An employee working afternoon shift shall be paid a premium of 35 cents per hour for all hours worked during that shift. An employee working graveyard shifts shall be paid a premium of 45 cents per hour for all hours worked during that shift. Such premium is not to be included in hourly rate for computation of overtime or other premium.

NOTE: A person regularly scheduled to work only one or two special shifts per month will still be eligible for the above premium.

**6.12**

Employees who perform work on a recognized statutory holiday shall be paid two (2) times the regular rate of pay. Employees who perform work on a day in lieu of a recognized statutory holiday shall be paid at one and one-half (1.5) times the regular rate of pay and will, in addition to regular salary, be entitled to another day off without pay.

## ARTICLE 7 - LEAVES OF ABSENCE

### 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 ½) 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 30<sup>th</sup> 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 30<sup>th</sup> 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 5 years	6%
5 years but less than 15	8%
15 years but less than 23 years	10%
23 years but less than 30 years	12%
30 years or more	14%

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.

## **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 Employer in the employee's scheduled vacation after the schedule has been finalized, without thirty (30) days' notice. No change 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.

### 7.03

Senior employees shall be given preference in the selection of vacation periods when the list is up. Any employee not declaring their desire for vacation dates during this period shall have deemed to have waived their seniority privileges, and will have to accept whatever dates are available when the list is down.

### 7.04 Supplemental Vacation

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 follows:

After five (5) years	One (1) week
After ten (10) years	One (1) week
After fifteen (15) years	Two (2) weeks
After twenty (20) years	Two (2) weeks
After twenty-five (25) years	Two (2) weeks

The Supplementary Vacation must be taken during the period earned, that is, taken prior to becoming eligible for their next earned period of Supplementary Vacation.

One (1) week Supplementary Vacation shall be equal to thirty five (35) hours at straight time rates at the employee's regular job.

In determining eligibility for Supplementary Vacation, an employee's service shall be calculated from date of hire with the Company.

Employees may take Supplementary Vacation in one (1) week blocks or may separate them and take in daily allotments.

At retirement or upon termination from the Company, an employee who has completed five (5) or more years of service shall be entitled to that portion of Supplementary Vacation pay proportionate to the number of years of service completed subsequent to their last five-year entitlement period.

Any existing employee who is between entitlement years for supplemental vacation entitlement will have the appropriate supplement placed into their vacation entitlement at ratification.



## **7.05 Statutory Holidays**

The Company will provide all regular full-time employees with thirteen (13) 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 for 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.

## **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.

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 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 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 five (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.

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 sixty-one (61) week [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.

### **Supplemental Employment Insurance Benefits**

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.

## **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.

## **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 or to the 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.

## **7.09 Medical and Dental Appointments**

An employee will be allowed time off 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.

## **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.

**7.11 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.

## **ARTICLE 8 – SALARIES**

### **8.01**

Employees will be classified in accordance with the published Kruger Job Evaluation System, and shall be paid not less than the salary specified for such classification, in accordance with the salary schedule and classifications set forth in Appendix "A", which is attached hereto, and made part of this Agreement.

### **8.02**

Any position not covered by Appendix "B", new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to the published Kruger Job Evaluation System with respect to classification and salary for the position in question.

In the event the parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Article 14 (Job Evaluation).

### **8.03**

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A".

The Employer may place a new employee at an increment level above the minimum for that pay scale or may advance an employee to a higher increment before the period specified.

### **8.04 Promotional Increases**

An employee who is promoted to a higher position shall be placed on a step in the salary range for the new job classification, which shall ensure a minimum increase in salary of one hundred and thirty dollars (\$130.00) per month.

### **8.05 Salary Progression**

Employees shall progress automatically up the salary range for their job groupings in accordance with the required service on the job.

However, if an employee is placed on a length of service step higher than the minimum required by their service, (i.e., on being hired or by promotion), they shall receive increases thereafter as provided for in their job group salary range, (e.g. an employee placed on the six-month step), shall not be required to wait twelve months before proceeding to the twelve-month step, but shall be paid the twelve-month rate after six months service at the six-month step.

Advancement from one (1) salary step to another may be withheld due to inadequate performance under the following circumstances:

The employee has been counseled regarding inadequate performance following their last job service salary increase; and notice of intent to withhold the next service salary increase is given to the employee and the Union one (1) month prior to the date such increase is due.

When employees restore their performance, they shall be advanced to the next step in their salary range on a non-retroactive basis

#### **8.06**

An employee assigned to a higher job classification, or temporarily replacing another employee, for one (1) working day or more in such a higher classification, shall be paid at the higher rate as determined by Article 8.04, for the period so employed.

All assignments in excess of sixty (60) working days to a higher job classification will be counted as time worked for progression within the range, with respect to that position. (See Appendix "E").

## **ARTICLE 9 - JOB POSTING, PROMOTION, LAYOFF AND RECALL**

### **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 job vacancies shall be emailed to each employee's home and work email addresses.

All vacancies shall be posted for 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.

### **9.02 Promotion**

Promotion is hereby defined as a move from a lower grade job to a higher grade job. Promotions shall be made on the basis of seniority, ability and experience.

### **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.

### **9.04 Qualifying Period on Promotion or Lateral**

An employee promoted to a higher rated position or transferred to a new position shall be on trial for the first ninety (90) days. If during the first ninety (90) days they are considered to be unsuitable, they shall be returned to their former position, or one of equal rank, and shall be paid their former salary, plus any increments which they may have become entitled to, had they not been promoted or transferred. Such increments shall not be retroactive.

### **9.05 Layoff**

If a reduction of the office staff is necessary due to economic reasons, the Employer shall notify the Union, and the following procedure shall be adopted:

The employees with the least amount of seniority in any classification will be the first laid off from that job but they may replace employees in another classification providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of this procedure may themselves replace employees having less seniority in other job classifications providing such employees have the necessary qualifications to satisfactorily perform the job and have greater seniority.



## 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 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 (Technological or Procedural Changes and Severance Pay).

## 9.07 Recall

Any full-time regular or part-time regular employee who has completed their probationary period, who is laid off due to lack of work or redundancy, shall be placed on a recall list for a period of (12) months.

Employees on recall under this section will be entitled to recall to their former position during the recall period without the position being posted.

An employee on lay off is not entitled to employee benefits.

#### **9.08 Recall by Seniority**

The Employer, upon rehiring, shall do so in the order of seniority, except when employees are recalled to their former position as per Article 9.07. The Employer shall rehire the last employee laid off providing that such employee has the qualifications for the position for which they were rehired. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the vacated position are ready, willing and able to be re-employed.

#### **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 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.

#### **9.10 Salary Policy on Recalls and Demotions**

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.
- (b) Employees recalled to a position in a salary range which is lower than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing salary policy shall also apply in the case of demotions due to layoffs.
- (d) If a position is changed and evaluated to a lower group or an employee moves to a lower position at the Employer's option due to the former position becoming redundant, they will retain the salary in effect in their former grade. This salary will remain in effect until such time as it falls below the maximum rate for the new position.

## **ARTICLE 10 – SENIORITY**

### **10.01**

Seniority shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

### **10.02**

- (a) An employee who leaves the bargaining unit to fill a position within the Company, its divisions, joint ventures or parent Company, that is excluded from the bargaining unit shall, upon returning to a position within the bargaining unit, be considered a new employee for the purposes of seniority and benefits under the collective agreement. The employee may return to their bargaining unit position within thirty (30) days of filling the excluded position, but they will not accrue seniority for the period of time in the excluded position.
- (b) An employee who temporarily leaves the bargaining unit to fill a position within the Company, its divisions, joint ventures or parent Company, that is excluded from the bargaining unit shall, upon returning to their position within the bargaining unit, retain the seniority they held at the date they left the unit. Seniority credits will accumulate during the period they worked outside the unit, and the employer shall continue to remit dues to the Union on behalf of such employee during this period.

### **10.03**

An employee laid off and placed on the recall list under Article 9.07, will retain and continue to accumulate seniority during the period of layoff.

### **10.04**

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the date of current period of continuous employment as an employee of the employer, as provided in Article 5.04.

### **10.05**

An employee on leave of absence on Union business under Article 3.04, or on sick leave, and extended sick leave will continue to accrue seniority.

### **10.06**

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

## **ARTICLE 11 – GENERAL**

### **11.01 Jury Duty**

An employee summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service, and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

Total hours on jury duty, and actual work on the job in the office in one day, shall not exceed seven (7) hours for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime, and paid as such.

### **11.02 Bulletin Boards/Email System**

A bulletin board and email system will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

With the exception of routine notices of Union meetings, Union elections, job bulletins to fill vacancies in the Union office and notices of appointment, all notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

### **11.03 Performance Evaluation**

A detailed discussion of the performance evaluation will be held with each employee by the immediate supervisor involved, at least once annually.

### **11.04 Health and Welfare Benefits**

Full-time regular employees shall be eligible for participation in the Kruger Products 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 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.

## **11.05 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 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 their 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 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, comments, 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.

#### **11.06 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.

## **ARTICLE 12 – DISCIPLINE, DISCHARGE AND TERMINATION**

### **12.01**

- (a) A Union Representative or job steward must be present with the employee at an 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.

### **12.02 Union Representation**

An employee who is subject to discipline, discharge or termination must have at least one Union Representative present at all times to act on their behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

### **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 Union 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, reinstated 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.

### **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.

## **ARTICLE 13 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

### **13.01**

The Employer will provide the Union with as much notice as possible, and in any event, not less than 60 days, of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel, or in changes of job classification.

### **13.02**

Wherever practical, employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without cost, and without loss of pay to the affected employee(s).

### **13.03**

In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the employee shall be entitled to the layoff, severance and recall provisions of Article 9.05, 9.06, 9.07, 9.08 and 9.09.

An employee on recall under this Article shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.



## **ARTICLE 14 - JOB EVALUATION**

### **14.01 Job Description, Preparation and Evaluation**

The Employer will prepare a job description when an existing position is changed, and when a new position is established.

The incumbent and their immediate Supervisor will sign the job description to acknowledge the position has been accurately described.

The Employer's Evaluation Committee will grade the job description, following the published Kruger Job Evaluation System, to establish the total point value, and job group.

If a job content is changed significantly and permanently by the company (two job groups or more) the job should be posted and follow the guidelines set forth under Article 9, Job Postings, Promotion, Lay-off and Recall.

A copy of the new and former job descriptions will be forwarded to the Union.

### **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 their job description and/or grouping, such request will be made in writing to the immediate Supervisor, and signed by the employee, and 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.

### **14.03 Review Committee**

The Committee will consist of the Standing Committee members from the Union, and the Employer, plus the MoveUP Union Representative.

When a dispute is referred to the Review Committee, the Committee shall meet within thirty (30) days of receiving the dispute. Should the Committee be unable to reach a decision, either party may within thirty (30) days, refer the dispute to a single arbitrator.

#### **14.04 Single Arbitrator**

The single Arbitrator shall be a person selected by mutual agreement between the Employer and the Union. If the parties fail to agree on the selection, either party may apply to the Minister of Labour for the Province of British Columbia, to appoint the Arbitrator. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay their own costs and expenses for arbitration, and one-half of the fee and expense of the Arbitrator.

#### **14.05 Time Limits**

All time limits referred to in the Review Procedure may be extended by mutual agreement between the Employer and the Union.

## ARTICLE 15 - GRIEVANCE PROCEDURE

### 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.

**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 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 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.

### **15.02 Time Limits**

The time limits set forth in this Article may be extended by mutual agreement between the Union and the employer.

## **ARTICLE 16 - ARBITRATOR**

### **16.01**

Where any difference arises between the parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either party to an arbitrator.

### **16.02**

The parties to the dispute will meet to decide upon an arbitrator within ten (10) days. Should the parties fail to agree on an arbitrator during this time period, either party may request the Minister of Labour to make an appointment.

### **16.03**

Upon appointment of an arbitrator, the arbitrator shall hear the parties and make their award within fifteen (15) days of the appointment, or within such extended period as may be mutually agreed to by the parties to the dispute. The arbitrator shall deliver their award, in writing, to each of the parties, and this award shall be final and binding upon each of the parties, and shall be carried out forthwith.

### **16.04**

Each party shall pay their own costs and expenses of the arbitration, and one-half the remuneration and disbursements or expenses of the arbitrator.

## **ARTICLE 17 - INTERRUPTION OF WORK**

### **17.01**

It is agreed that there shall be no strikes, walkouts, lockouts or slowdowns during the period of this Agreement.

## ARTICLE 18 – DURATION

### 18.01

- (a) This agreement will be in full force and effect on and after the 1st day of June, 2024 and including the 31st day of May 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.

### 18.02

The Parties agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

Dated this 5th day of September, 2025.

#### SIGNED ON BEHALF OF THE EMPLOYER

Original Signed

\_\_\_\_\_  
Madyna Kanoute, HR Manager

Original Signed

\_\_\_\_\_  
Eric Sirois, Kruger Products, Inc.

#### SIGNED ON BEHALF OF THE UNION

Original Signed

\_\_\_\_\_  
Daniel Storms, Union Representative

Original Signed

\_\_\_\_\_  
Cheryle Jones, Job Steward

Original Signed

\_\_\_\_\_  
Catalina Gomez-Vargas, Job Steward

**APPENDIX “A” SALARY SCHEDULE  
2024-2027—GROUP I-V**

Group	Evaluation (pts)		2024	2025	2026	2027
			<b>3.5%</b>			
			<b>+\$0.50</b>	<b>3.5%</b>	<b>3%</b>	<b>2.5%</b>
I	< 115	Min	23.33	24.15	24.87	25.50
		6 months	23.64	24.47	25.20	25.83
		12 months	23.98	24.82	25.56	26.20
		18 months	24.46	25.31	26.07	26.72
II	116 - 145	Min	25.24	26.12	26.90	27.58
		6 months	25.54	26.44	27.23	27.91
		12 months	25.85	26.76	27.56	28.25
		18 months	26.16	27.07	27.88	28.58
		24 months	26.80	27.74	28.57	29.29
III	146 - 175	Min	28.47	29.47	30.35	31.11
		6 months	28.88	29.89	30.79	31.56
		12 months	29.25	30.28	31.19	31.96
		18 months	29.70	30.73	31.66	32.45
		24 months	30.10	31.16	32.09	32.89
		30 months	30.75	31.83	32.78	33.60
IV	176 - 210	Min	32.25	33.38	34.38	35.24
		6 months	32.62	33.76	34.78	35.65
		12 months	33.03	34.19	35.21	36.09
		18 months	33.40	34.57	35.61	36.50
		24 months	33.95	35.14	36.19	37.10
		30 months	34.56	35.77	36.84	37.77
V	211 - 250	Min	36.43	37.71	38.84	39.81
		6 months	36.91	38.20	39.35	40.33
		12 months	37.25	38.55	39.71	40.70
		18 months	37.69	39.01	40.18	41.19
		24 months	38.27	39.61	40.80	41.82
		30 months	38.88	40.24	41.45	42.49
		36 months	39.46	40.84	42.07	43.12

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*Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378)  
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**APPENDIX “A” SALARY SCHEDULE  
2024-2027—GROUP VI-IX**

Group	Evaluation (pts)		2024	2025	2026	2027
			<b>3.5%</b>			
			<b>+\$0.50</b>	<b>3.5%</b>	<b>3%</b>	<b>2.5%</b>
VI	251 - 305	Min	40.01	41.41	42.65	43.71
		6 months	40.52	41.93	43.19	44.27
		12 months	40.99	42.43	43.70	44.79
		18 months	41.43	42.89	44.17	45.28
		24 months	41.91	43.38	44.68	45.80
		30 months	42.49	43.98	45.30	46.43
		36 months	43.17	44.68	46.02	47.17
VII	306 - 365	Min	44.57	46.13	47.51	48.70
		6 months	45.04	46.62	48.02	49.22
		12 months	45.59	47.18	48.60	49.81
		18 months	46.06	47.67	49.11	50.33
		24 months	46.47	48.10	49.54	50.78
		30 months	47.25	48.91	50.37	51.63
		36 months	47.70	49.37	50.85	52.12
		42 months	48.44	50.14	51.64	52.94
VIII	366 - 435	Min	49.13	50.84	52.37	53.68
		6 months	49.53	51.27	52.81	54.13
		12 months	50.18	51.94	53.49	54.83
		18 months	50.66	52.43	54.00	55.35
		24 months	51.20	52.99	54.58	55.95
		30 months	51.92	53.73	55.34	56.73
		36 months	52.46	54.30	55.92	57.32
		42 months	53.38	55.25	56.90	58.33
IX	436 - 510	Min	54.06	55.95	57.63	59.07
		6 months	54.57	56.48	58.17	59.63
		12 months	55.18	57.11	58.83	60.30
		18 months	55.83	57.78	59.52	61.00
		24 months	56.41	58.38	60.13	61.64
		30 months	57.09	59.09	60.86	62.38
		36 months	57.77	59.79	61.58	63.12

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## APPENDIX "B"

### JOB GROUP AND TITLE

<b>Group</b>	<b>Current Position</b>
VIII	Senior Cost Accountant
VI	Intermediate Cost Accountant
VI	Senior General Accounting/Payroll Clerk
V	Senior Distribution Agent
V	Paper Mill Clerk
IV	Senior Accounts Payable Clerk
IV	Freight Payables Agent
III	Shipping Clerk
III	Junior Distribution Agent
I	<u>Office Services Clerk</u>

## **APPENDIX "C"**

### **EXEMPT JOB CLASSIFICATIONS**

The parties hereto have mutually agreed that employees employed in the job classifications listed below are excluded from Union jurisdiction, as defined in Article 2 of this Agreement.

It is further agreed that any new classification or re-classification that may be established from time to time for exempt job classifications, shall be subject to discussion between the Employer and the Union before being put into effect.

Exempt job classifications:

1. Confidential Secretaries
2. Payroll Supervisor

## **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 Inc. Booklet entitled "Connexion."

## **APPENDIX "E"**

### **ASSIGNMENTS – HIGHER JOB CLASSIFICATION**

For Example:

A Group III Shipping Clerk assigned to the Group IV Freight Payable Agent position for a period of eight (8) months will receive credit for eight (8) months working in the Group IV. As a result, when the employee returns to that position for relief purposes, they will be paid at the six (6) month level.

Short term assignments for illness, training, vacation relief, projects, etc., will not be considered as time worked in the higher Job Group with respect to advancement in the range.

## **APPENDIX "F"**

### **PENSION PLAN**

The existing pension plan is to remain as is outside of the Collective Agreement with the commitment that there will be no changes during the term of the new contract.

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