

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Kruger Products L.P.**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

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

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

WHEREAS:

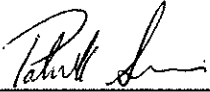
- A. The Parties are bound to a Collective Agreement effective from June 1, 2016 through May 31, 2020 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

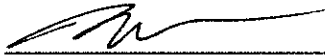
THEREFORE:

1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from June 1, 2016 to May 31, 2020 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, 2016 unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

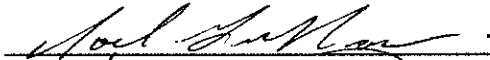
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this 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 17<sup>th</sup> day of June, 2016





**FOR THE EMPLOYER**







**FOR THE UNION**

# APPENDIX "A"

Attach all sign off as Appendix A

Local 378 of the Canadian Office and Professional Employees Union

|        |                      |                       |             |
|--------|----------------------|-----------------------|-------------|
| Union  |                      |                       |             |
| Number | Affected Article/MOU | Date: 5/31/16         | Time: 11:03 |
| HK1    |                      | Housekeeping - update |             |

**Cover Page and Footer**

Change COPE 378 to MoveUP, Movement of Union Professionals, Local 378, Canadian Office and Professional Employees' Union.

E&OE  
Signed off this 31 day of May 2016

For the Union 

For the Employer 

Local 378 of the Canadian Office and  
Professional Employees Union

|        |                      |               |             |
|--------|----------------------|---------------|-------------|
| Union  |                      |               |             |
| Number | Affected Article/MOU | Date: 5/31/16 | Time: 11:04 |
| UP#1   | 5.03                 | Amend         |             |

**Article 5**

**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. ~~or in accordance with the Employment Standards Act.~~
- (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.

E&OE  
Signed off this 31 day of May 2016

For the Union *Neil Silva* For the Employer *Patrick L...*

Local 378 of the Canadian Office and  
Professional Employees Union

|               |                             |              |              |
|---------------|-----------------------------|--------------|--------------|
| <b>Union</b>  |                             |              |              |
| <b>Number</b> | <b>Affected Article/MOU</b> | <b>Date:</b> | <b>Time:</b> |
| UP3v.2        | 7.08                        | <i>Amend</i> |              |

**ARTICLE 7**

**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 his/her supervisor and a copy to the personnel 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, ~~job performance~~, and existing departmental workload. Usually, such leave will not exceed four (4) weeks.

E&OE

Signed off this 14 day of JUNE 2016

For the Union



For the Employer



Local 378 of the Canadian Office and  
Professional Employees Union

|               |                             |                           |                     |
|---------------|-----------------------------|---------------------------|---------------------|
| <b>Union</b>  |                             |                           |                     |
| <b>Number</b> | <b>Affected Article/MOU</b> | <b>Date: June 7, 2016</b> | <b>Time: 9:43am</b> |
| UP4 v.2       | 8.03                        | <i>Delete and replace</i> |                     |

**Article 8**

**8.03**

~~It is agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Employer. 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.~~

E&OE  
Signed off this 7<sup>th</sup> day of June 2016

For the Union

*[Signature]*

For the Employer

*[Signature]*

Local 378 of the Canadian Office and Professional Employees Union

|               |                             |                                   |              |
|---------------|-----------------------------|-----------------------------------|--------------|
| <b>Union</b>  |                             |                                   |              |
| <b>Number</b> | <b>Affected Article/MOU</b> | <b>Date:</b> <i>June 17, 2016</i> | <b>Time:</b> |
| UP6v.2        | Art 9                       | <i>Amend</i>                      |              |

**Article 9**

**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. ~~Vacancies for Group II positions shall be posted for twenty four (24) hours.~~ All vacancies shall be posted for three (3) working days. Job postings will include job title, job grouping, and a proper description of the job duties, including qualifications and necessary skills.

**9.04 Probation Qualifying Period on Promotion**

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 he/she is considered to be unsuitable, he/she shall be returned to his/her former position, or one of equal rank, and shall be paid his/her former salary, plus any increments which he/she may have become entitled to, had he/she not been promoted or transferred. Such increments shall not be retroactive.

**9.06 Severance**

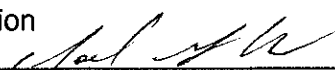
(a) Any regular full-time or regular part-time employee with less than five (5) years seniority, who is laid off for a period in excess of three (3) months, shall be entitled to two (2) weeks' severance for each completed year of service with a minimum of two (2) weeks.

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.


E&OE

Signed off this 17<sup>th</sup> day of June 2016

For the Union



For the Employer





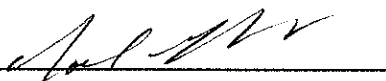
Local 378 of the Canadian Office and  
Professional Employees Union

For employees with ~~twenty (20)~~ sixteen (16) years seniority, an additional week's severance for each year of service over ~~twenty (20)~~ sixteen (16) years to a maximum of thirty-five (35) weeks.

E&OE

Signed off this 17<sup>th</sup> day of June 2016

For the Union



For the Employer





# KRUGER PRODUCTS - PROPOSALS 2016 Union Proposals (UP Item)

Local 378 of the Canadian Office and  
Professional Employees Union

|               |                             |                     |                      |
|---------------|-----------------------------|---------------------|----------------------|
| <b>Union</b>  |                             |                     |                      |
| <b>Number</b> | <b>Affected Article/MOU</b> | <b>Date:</b> 6/7/16 | <b>Time:</b> 9:44 am |
| UP7 v.2       | 10.02                       | Amend               |                      |

## Article 10

### 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. retain the seniority he/she held at the date he/she left the unit. Seniority Credit will not accumulate during the period he/she worked outside the unit. The employee may return to their bargaining unit position within thirty (30) days of filling the excluded position, but 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 a their position within the bargaining unit, retain the seniority he/she held at the date he/she left the unit. Seniority Credit will not accumulate during the period he/she worked outside the unit, and the employer shall continue to remit dues to the Union on behalf of such employee during this period.

E&OE  
Signed off this 7<sup>th</sup> day of June 20 2016

For the Union

For the Employer

Local 378 of the Canadian Office and  
Professional Employees Union

| Union  |                      |       |       |
|--------|----------------------|-------|-------|
| Number | Affected Article/MOU | Date: | Time: |
| UP8v.2 | Art 11               | Amend |       |

**Article 11**

**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 work day. 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**

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 L.P. 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. 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

E&OE  
Signed off this 14 day of June 2016

For the Union  


For the Employer  


Local 378 of the Canadian Office and Professional Employees Union

|                     |                             |                               |                       |
|---------------------|-----------------------------|-------------------------------|-----------------------|
| <b>Union Number</b> | <b>Affected Article/MOU</b> | <b>Date: June 6, 2016</b>     | <b>Time: 10:27 am</b> |
| UP9                 | Art 12.01                   | <i>Union counter proposal</i> |                       |

**Article 12**

**12.01**

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 such discharge with a copy to the Union at the time of discharge. The Employer shall provide the employee and the Union with a statement clearly establishing the reasons for any other discipline.

E&OE  
Signed off this 6<sup>th</sup> day of June, 2016

For the Union *[Signature]* For the Employer *[Signature]*

Local 378 of the Canadian Office and Professional Employees Union

|        |                      |              |             |
|--------|----------------------|--------------|-------------|
| Union  |                      |              |             |
| Number | Affected Article/MOU | Date:        | Time: 11:26 |
| UP10   | Art 14.03            | <i>Amend</i> |             |

**Article 14**

**14.03 Review Committee**

The Committee will consist of the Standing Committee members from the Union, and the Employer, plus the ~~Canadian Office and Professional Employees Union, Local 378~~ 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.

E&OE

Signed off this 31 day of May 2016

For the Union



For the Employer



Local 378 of the Canadian Office and  
Professional Employees Union

|        |                      |               |                  |
|--------|----------------------|---------------|------------------|
| Union  |                      |               |                  |
| Number | Affected Article/MOU | Date: 5/31/16 | Time: 11:30 a.m. |
| UP11   | 15.01                | Amend         |                  |

**Article 15**

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 and the President of the Company, or their designate, shall meet to discuss the grievance within ten (10) working days of

E&OE

Signed off this 31 day of May 20 16

For the Union



For the Employer



Local 378 of the Canadian Office and  
Professional Employees Union

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.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



# KRUGER PRODUCTS - PROPOSALS 2016

## Union Proposals (UP Item)

Local 378 of the Canadian Office and Professional Employees Union

| Union    |                      |  |       |
|----------|----------------------|--|-------|
| Number   | Affected Article/MOU | Date:  | Time: |
| UP12 v.2 | 15.03                | <i>New (to be inserted within Article 3)</i> |       |

### Article 15

#### 15.03 Union Representation

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

E&OE  
Signed off this 14 day of June 2016

For the Union

For the Employer



Local 378 of the Canadian Office and Professional Employees Union

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|--------|----------------------|-------|-------------|
| Union  |                      |       |             |
| Number | Affected Article/MOU | Date: | Time: 10:33 |
| UP13   | 16.03                | Amend |             |

**Article 16**

16.03 Upon appointment of an arbitrator, the arbitrator shall hear the parties and make his 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 his 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.

E&OE

Signed off this 31 day of May 2016

For the Union [Signature]

For the Employer [Signature]

Local 378 of the Canadian Office and Professional Employees Union

|               |                             |              |              |
|---------------|-----------------------------|--------------|--------------|
| <b>Union</b>  |                             |              |              |
| <b>Number</b> | <b>Affected Article/MOU</b> | <b>Date:</b> | <b>Time:</b> |
| UP14v.2       | 18                          | Amend        |              |

**Article 18**

**18.01**

- 18-  
2020  $\beta$
- (a) This agreement will be in full force and effect on and after the 1st day of June, 2016 and including the 31st day of May YYYY. 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.

E&OE  
Signed off this 14 day of June 2016

For the Union 

For the Employer 



# KRUGER PRODUCTS - PROPOSALS 2016

## Union Proposals (UP Item)

Local 378 of the Canadian Office and Professional Employees Union

|               |                             |                            |                   |
|---------------|-----------------------------|----------------------------|-------------------|
| <b>Union</b>  |                             |                            |                   |
| <b>Number</b> | <b>Affected Article/MOU</b> | <b>Date: June 17, 2016</b> | <b>Time: 9:10</b> |
| UP16v.2       | Appendix A                  | Amend                      |                   |

- June 1, 2016 - <sup>2.0 NA. \$</sup>~~4%~~ wage increase for all employees.
- June 1, 2017 - <sup>2.5 NA. \$</sup>~~4%~~ wage increase for all employees.
- June 1, 2018 - <sup>2.5 NA. \$</sup>~~4%~~ wage increase for all employees.
- June 1, 2019 - 2.5% wage increase for all employees \$

E&OE

Signed off this 17<sup>th</sup> day of June 2016

For the Union

For the Employer

Company proposals to amend the Collective Agreement:

**1. Article 6 – Hours of Work, Overtime and Shift Premiums**

a. Section 6.02 – Flexible Work Schedules

Modify start, stop and core hours to reflect current practices with start time as early as 6am and a quit time as early as 2pm. Changes will occur in item (a) and (c) as follows:

(a) Coverage in each department ~~from 8:30 a.m. to 4:30 p.m. Monday to Friday~~ as determined by the department manager.

(c) Starting time would be scheduled between ~~7:00~~ 6:00 a.m. and 10:00 a.m. Quitting time would be scheduled between ~~2:30~~ 1:30 p.m. and 5:30 p.m.

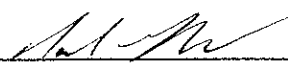
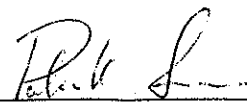
Signed off this 7<sup>th</sup> day of June 20 16

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

b. Section 6.07 – Overtime Premiums

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

Signed off this 17 day of JUNE 20 16

For the Union:  For the Employer: 



d. Section 6.08

~~Amend section to clarify that the one hour meal time is paid at straight time and that the meal must be purchased and delivered from a list of restaurants provided by the Company and the meals must be less than twenty dollars (\$20).~~

New Proposed 6.08 to read:

*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 from a list of pre-approved vendors. The meal is not to exceed \$25.*

Signed off this 17 day of JUNE 20 16

For the Union:  For the Employer: 

f. Section 6.12

Amend to "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.

Signed off this 14<sup>th</sup> day of June 20 16

For the Union:  For the Employer: 