

Letter of Understanding
1986 Memorandum of Agreement
Maintenance Manning on Working Statutory Holidays

Mr. Randy Billow
President, Local 456
Canadian Paperworkers Union
P.O. Box 760
New Westminster, B.C.
V3L 4Z9

Dear Randy,

Re: Letter of Understanding
Maintenance on Working Statutory Holidays

The Company agrees that it will consider requests for additional persons off in the Main Shop on Provincial recognized Statutory Holidays which are normal working days at the Western Manufacturing Division. These requests will be incremental to the regular complement allowed off, but additional leave will be subject to the following two factors:

1. The work scheduled for the day in question.
2. Overall crew availability, taking into account regular time off, normal reduced shifting on Mondays, and absence due to sickness or injury.

The Company agrees that time off during this period, if it can be accommodated, is in the interests of employees in order that they receive time off to be with their families.

To accomplish this, it is agreed that one week prior to the holiday the Main Shop Maintenance Department will receive requests for time off incremental to regular vacation, banked time, and Special Floating Holidays. Additional people will then be granted time off subject to the above two factors.

Letter of Understanding

1986 Memorandum of Agreement

July 17, 1986

TO: ALL OPERATING DEPARTMENT MANAGERS

FROM: Jim Glanville

SUBJECT: **CLOTHING AND FOOTWEAR DAMAGE DUE TO CHEMICALS**

COPY: Randy Billow, President, CPU – Local 456

Periodically an employee's clothing and/or footwear may incur substantial damage due to accidental contact with one or more of the many chemicals we have at the mill site.

Should this type of damage occur, and if the damaged clothing or footwear is either new or in a near new condition, would you please evaluate the circumstances with regard to restoring, repairing, or replacing the damaged article at the Company's expense.

This direction is not designed to replace existing clothing and/or footwear policies and allowances, or to compensate for normal "wear and tear" that is job-related.

If you have any questions or require clarification, please contact me.

Letter of Understanding

Standing Committee – April 12, 1987

Vacation Allotment for 12-Hour Tour Workers

In order to standardize the taking of vacation time by 12-hour tour workers, the following guidelines will apply.

All weeks of vacation must be taken on a tour basis with the exception of the final week, which will be used to make up any outstanding vacation hours.

All 12-hour tour workers will be allowed to take vacation on a tour basis. Those employees who wish to only be off from work for their allotted hours will arrange their vacation through their departments in the following manner.

Example:

1. Three Weeks of Vacation or 120 Hours

First Week	=	1 Tour -	48 Hours
Second Week	=	1 Tour -	<u>48</u> Hours
			96 Hours

Third Week	=	2 Days -	<u>24</u> Hours
------------	---	----------	-----------------

120 Hours

2. Four Weeks of Vacation or 160 Hours

First Week	=	1 Tour -	48 Hours
Second Week	=	1 Tour -	48 Hours
Third Week	=	1 Tour -	<u>48</u> Hours
			144 Hours

Fourth Week	=	2 Days -	<u>16</u> Hours
-------------	---	----------	-----------------

160 Hours

Tour Workers may take 40 hours for their holiday pay or they can take 48 hours holiday pay for the week they are on vacation.

Letter of Understanding
1991 Memorandum of Agreement
Apprenticeship Program

November 26, 1991

Mr. Bill Kastelein
President,
Canadian Paperworkers Union, Local 456
Scott Paper Limited
P.O. Box 760
New Westminster, B.C. V3L 4Z9

Dear Bill,

As stated by Bob Stewart a few years ago, "it has been the Company's philosophy of development and promotion from within, and the Apprenticeship Program, since its inception in 1968, has provided the basis for the development of our Journeymen."

The number of apprentices enrolled may vary from year to year depending on requirements of the moment. But we want to assure the employees that our overall philosophy has not changed and we will remain committed to the Apprenticeship program.

Consequently, the Company will consider selecting apprentices in future maintenance staffing requirements prior to any decision to hire journeymen.

Yours truly,

R.W. Howcroft
General Manager
Western Manufacturing Division

Letter of Understanding

1995 Memorandum of Agreement

Contractors' Code of Ethics - March 21, 1995

Jim Hockley
President, CEP, Local 456

This is to confirm the agreement between the Company and the Local Union respecting the conditions that would apply to contractors coming onto the mill site to perform construction work or perform maintenance and repair work of a nature normally performed by employees in the bargaining unit. This agreement will prevail for the duration of the Collective Agreement. In entering into this agreement, the Union acknowledges that, subject to Contracting Article XXIII, the Company retains the right to select contractors as it deems appropriate.

No aspect of this policy applies to contractors, which are certified to a Union recognized by the Local Union, it being clearly understood that a Union's affiliation to the Canadian Labour Congress, the B.C. Federation of Labour or the Confederation of Canadian Unions warrants such recognition.

Any other contractor who comes onto the mill site to perform construction work or perform maintenance and repair work, which is of a nature normally performed by employees in the bargaining unit, shall abide by the following Code of Ethics. This Code defines the terms and conditions under which these contractors and their employees will be governed during the term of their contract.

1. **Minimum Wages**

The contractor's straight time hourly rate of pay for a journeyman will not be less than the straight time hourly rate for the equivalent mill journeyman. The contractor's straight time hourly rate of pay for all other employees shall not be less than the straight time hourly base rate for the mill.

2. **Contributions to the Pulp and Paper Industry Pension Plan**

Subject to the approval of the Plan Trustees and the appropriate regulatory authorities, the Company shall remit annually to the Pulp and Paper Industry Pension Plan the following:

- a) For contractors performing maintenance and repair work of a nature normally performed by employees in the bargaining unit – the equivalent contributions.
- b) For contractors performing construction work – one-half the equivalent contributions.

3. Remittance to the Local Union

One percent (1%) of all wages earned calculated on the basis of straight time hours worked shall be remitted to the Local Union on a monthly basis.

4. Adherence to Safety Regulations

Contractors performing construction work are responsible for ensuring that their employees comply with the health and safety regulations and policies applicable to the work being performed. When the contractors' employees are performing maintenance and repair work which is of a nature normally performed by employees in the bargaining unit, the contractors and their employees shall adhere to the established health and safety regulations and policies in force at the mill site. Management commits to deal promptly with any violations brought to its attention by the Joint Health and Safety Committee.

5. Honoring of Picket Lines

Contractors' employees shall honour all legal picket lines at the mill site. Failure to do so shall result in disqualification from future access to the mill site for the term of the contract. A contractor will not be allowed on the mill site if it has a current, demonstrated practice of crossing legal picket lines.

The Company will honour the commitments made in this letter for the duration of the Collective Agreement and will ensure that a copy of this letter is provided to any contractor participating in the contract bidding process.

Bob Howcroft
Division Vice President & General Manager
Western Manufacturing Division

Appendix A – Letter of Clarification

2012 Memorandum of Agreement

Eligibility for Twelve (12) Hour Personal Floating Holidays

1998 – Original Memorandum of Agreement

Amended – Memorandum of Agreement – November 9, 2012

The intent of this letter is to clarify how Floating Holiday Pay will be administered in those cases where employees transfer or relieve between eight (8) hour and twelve (12) operating schedules.

Compensation for each of the six (6) Special (Personal) Floating Holidays as per Article XVIII – Section 1 of the Labour Agreement, will be eight (8) or twelve (12) hours pay at the straight time rate of the employee's regular job rate. The hours used to calculate the floating holiday pay will be based on the number of hours he/she would have been scheduled to work on the day the floating holiday has been granted for.

Letter of Understanding
1998 Memorandum of Agreement
Job Security & Job Elimination

December 1, 1998

Mark Booth
Communication, Energy & Paperworkers
Union - Local 456
805A Henderson Avenue
Coquitlam, B.C. V3K 1P1

RE: JOB SECURITY AND JOB ELIMINATION – LETTER OF UNDERSTANDING

In the event that downsizing occurs under the Job Security and Job Elimination articles of the Labour Agreement, the Company undertakes to discuss the application of the severance pay provisions with the Union.

Yours truly,

Bob Howcroft
Division Vice President & General Manager
Western Manufacturing Division

RWH186B/8/dam

C. Jack Fulton

Letter of Understanding
1998 Memorandum of Agreement
Apprentices & Government Support

December 1, 1998

Mark Booth
Communication, Energy & Paperworkers
Union - Local 456
805A Henderson Avenue
Coquitlam, B.C. V3K 1P1

**RE: APPRENTICES AND GOVERNMENT SUPPORT – LETTER OF
UNDERSTANDING - 1998 NEGOTIATIONS**

The parties agree that the Joint Apprenticeship Committee shall explore the possibility of working with government to enhancing apprenticeship opportunities at Scott Paper, Western Manufacturing Division, New Westminster.

The parties understand that such a program would be based on the principle of cost neutrality to the Company and there would be a requirement for joint representation to Government to access funds for this purpose.

Yours truly,

Bob Howcroft
Division Vice President & General Manager
Western Manufacturing Division

RWH186B/9/dam

C. Jack Fulton

Letter of Understanding

Standing Committee – May 24, 2001

W.M.D. Dispute Resolution – W.I. / L.T.D.

A Joint Union / Management Dispute Resolution Committee has been formed to address employees who have a disputed W.I./L.T.D. claim. This Committee will enhance and follow from the present practices whereby the Occupational Health Supervisor (O.H.S.) and the CEP Local 456 2nd Vice President assist employees with their disputed W.I./LTD claims.

Objective of Committee

The Committee will review W.I. or L.T.D. claims referred to them which have been denied by the carrier, to ensure the claim has been adjudicated in a fair and consistent manner.

Committee Members

- (2) Appointed representatives from the CEP. (1) Alternate.
- (2) Management representatives. (1) Alternate.

Alternates must be familiar with the objectives and procedures of the Dispute Resolution Committee.

Function of the Committee

At the employee's request, the Committee will review the basis on which the claim has been denied. This review will ensure that the carrier's decision was:

1. Adjudicated in a manner consistent with similar claims and the carrier's contractual obligations.
2. Based on all relevant medical information.
3. Adjudicated in a timely manner.

While the Committee may provide assistance to the employee in acquiring additional medical information, (i.e. specialists report), it is not intended that the Committee will interpret or evaluate medical information. Costs for additional medical reports, requested by the Committee, will be paid by the carrier.

The Committee will make every reasonable effort to resolve the claim in dispute. This may result in the carrier accepting the claim, however, the Committee may also conclude that the claim was properly adjudicated. The Committee will utilize an independent medical advisor in cases where it is unable to reach consensus regarding resolution of the claim.

Time Limits

Disputed claims will be reviewed within 14 days from the date on which the claim is referred to the Committee. If the Committee cannot come to a resolve, an independent medical advisor will be brought in to review the disputed claim. With that review the Committee will be bound to render a decision within (7) days of the consultant's opinion.

Training

The Company will arrange for appropriate training for the Committee. This may include, but not limited to, meetings with the carrier in order to develop an understanding of the adjudication process. The Joint Committee will determine all training.

Costs

The Company will pay wages for training, Committee meetings and related matters as directed by the Committee.

The costs associated with the independent medical advisor shall be borne equally by the Union and the Company.

Confidentiality

Employees wishing to refer the disputed claim to the Committee must authorize the release of medical information.

Information regarding an employee's claim and discussions of the Committee will be strictly confidential.

All amendments to this document must be approved by the Union / Management Standing Committee. Either party may cancel this agreement with 30 days written notice.

Letter of Understanding

2008 Memorandum of Agreement

Student Policy

2003 Memorandum of Agreement

Standing Committee Meeting – September 27, 2006

Cancelled by the Union – effective November 4, 2006

Reinstated – Memorandum of Agreement – September 25, 2008

Memorandum of Agreement – June 9, 2025

In recognition of the need to supplement the regular workforce at Kruger Products Inc, Western Manufacturing Division, the parties agree that students may be hired to fill the spareboard or entry level positions.

Students will be hired into a student relief pool each year and for the purpose of seniority, only hold seniority in that relief pool.

The Company will select a maximum of (15) students to be employed. It is understood that if more students are required that the Union Standing Committee and the Company Standing Committee would meet to discuss the allotment of students. It is further understood that the Local Union will extend all reasonable co-operation where bonafide reasons for the increase are provided. Preference will be given to students who have been employed in the previous year.

The Company will be limited to Twenty-Four (24) hours per week for the period of September 1st to April 30th of each year. During the months of May 1-Aug 31st, students may work full time hours if required to provide vacation relief for full time employees. Students who are employed under this agreement must be attending a post-secondary educational institution.

The Company will work around student's availability when scheduling.

These students shall have all rights under the Collective Agreement with the exception of Article XIX – Seniority and Article XVIII. Students will not be eligible for group insurance.

Vacation pay will be provided on a biweekly basis, and students are not entitled to take vacation time.

The students must be qualified to safely perform the work they are assigned.

Students must become members of Unifor Local 456. A list of those students hired will be forwarded to the Local Union.

Students requesting to change his/her status to that of a permanent employee, if accepted by the Company, will establish mill seniority starting with the date the Company agrees to permanent status.

Every effort shall be made to ensure that any full time employee or spareboard employees qualify for their forty (40) hour work week prior to utilizing students.

Students hired will only serve as additional support without any reduction in full-time employees or changes to current hiring practices.

Letter of Understanding

2012 Memorandum of Agreement

Relief Supervision by Hourly Employees

2003 Memorandum of Agreement

Amended –Memorandum of Agreement – September 25, 2008

Amended –Memorandum of Agreement – November 9, 2012

Amended –Memorandum of Agreement – June 9, 2025

It is understood and agreed to by the parties that hourly employees will provide for Salaried Staff under the following conditions:

1. Individual relief assignments will be limited to six (6) months in a calendar year.
2. Hourly relief employees will not be involved in discipline. The Company and the Local Union will provide directions on how to avoid such situations. Upon selection of the successful candidate the Company and President of the Local Union or his/her designated representative will sit down with the chosen candidate to fully explain the duties and boundaries of the Relief Supervisor position.
3. Vacation allotments for the Department affected will not be compromised as a result of an hourly employee providing relief for a staff position.
4. The principals of Seniority will be recognized:
 - When chosen from the hourly workforce, Relief Supervision position will be posted within the Department where applicable.
 - Qualification for the position will be listed on the posting.
 - Candidates that meet the criteria of the position will be interviewed and evaluated before the selection is made.
 - All things being equal, the senior candidate will be chosen.
 - Before the chosen candidate has been announced, Human Resources will meet with the President of the Local Union or his/her designate to review and discuss the rationale of the selection and provided an opportunity for feed back from the local.
 - If the senior candidate has not been chosen, the Company will advise the senior candidate as to the reasons. This will allow the employee to have an opportunity to take courses that will help him/her to qualify for the next posting for that position.
5. Hourly relief employees shall not perform bargaining unit job functions while fulfilling the duties of a relief supervisor.
6. Hourly relief employees shall receive ten percent (10%) above the highest department wage rate while providing relief supervisory duties.

7. This agreement shall not result in the elimination of Lead Hand positions in the New Westminster operation.
8. Hourly employees acting in a relief Supervisory position shall be subject to the departmental or mill layoff as their seniority dictates.
9. It is the intention of both parties that these guidelines will have the flexibility to accommodate factors such as lengthy absences due to illness and other unforeseen needs to extend the time limit. All requests for extension will be directed through Human Resources who will discuss all factors concerning the need for the extension with the President of the Local Union or his/her designate. It is understood that the extension will require the agreement of both parties. It is further understood that reasonable co-operation will be extended by the Local Union where bonafide reasons for the extension are provided.

Letter of Understanding

Standing Committee – December 14, 2005

Contracting Out Blanket Notices

Be it understood that this Letter of Understanding arises from the Union's Blanket Notice of Contracting Out Grievance (or-03-13).

1. Kruger Products Inc. (hereinafter referred to as the Company) will comply strictly with Article XXIII – Contracting, of the current Collective Agreement.
2. Further to Article XXIII – Contracting, Section (a), second paragraph; The Company shall meet with the Union Representatives of the Contracting Out Committee on a bi-annual basis.

Actual date and time will be confirmed two weeks prior to the scheduled meeting. An agenda will be set at that time to include, but not be limited to, training, review of contracting out notices (including blanket notices), review of contracting out issues and the utilization of employee work force to minimize the use of contractors both inside and outside of the mill site.

3. All blanket notices will be brought forward for review, discussion and approval at annual Contracting Out meeting.
4. Blanket notices will be limited to the list of companies and jobs that are agreed upon by both the Company and Union.

Letter of Understanding

Compressed Work Week Averaging for Relief Workers

40 Hour Work Week / 42 Hour Averaging

Original Standing Committee: March 23, 2006

Letter Renewed - Standing Committee: June 19, 2007

Letter Revised – Standing Committee: May 5, 2015

Unless specifically varied by this agreement, all terms and conditions of the Collective Agreement shall apply.

In order to resolve the Union's Grievances # 0-01-04 and # 01-04 for a compressed work week averaging period for relief workers, the parties hereby agree to the following terms and conditions:

1. Kruger Products L.P. agrees in principal to an eight-week (8) averaging period for relief workers.
2. The Paper Mill Department will remain on the eight-week (8) averaging period already in place.
3. For the purpose of **scheduling** during an averaging period the following hours will be counted:
 - a) Straight Time hours worked
 - b) All earned time off (Vacation, Floaters, Bank Time, etc...)
 - c) All other time off (Sick, Family Days, LOA, etc...)
3. For the purpose of the **payment of Overtime** at the rate of time and one-half the following basis will be used:
 - a) Sixteen-week (16) averaging. For all scheduled hours of work in excess of 40 straight time hours average over 640 hours less any time that does not count as time worked (ex. Bank Time, Sick, Family Days, LOA, etc...)
 - b) Eight-week (8) averaging. For all scheduled hours of work in excess of 40 straight time hours average over 320 hours less any time that does not count as time worked (ex. Bank Time, Sick, Family Days, LOA, etc...)

4. If during an averaging period an employee is **scheduled** to work a shift (12 or more hours for those departments exclusively on the Compressed Work Week and 8 or more hours for those departments that are not exclusively on the Compressed Work Week) or more in excess of 640 hours (or 320 hours for the Paper Mill) a make-up shift(s) will be offered to the senior employee who would have been asked to work overtime in the department.
5. Kruger Products L.P. is committed to follow the intent of the Letter of Understanding on averaging and will endeavor not to schedule employees over the averaging hours.
6. Should problems arise regarding the application of this agreement; the respective Standing Committees will meet to discuss the problem and attempt to resolve it.
7. The sixteen-week averaging period may be cancelled, for just cause, by UNIFOR Local 456 with 16 weeks written notice. The averaging period would then revert to the agreed in principle 8 weeks.

Kruger Products L.P.
Patrick Service
Human Resources Manager

UNIFOR Local 456
Myles Green
Standing Committee Chair

Letter of Understanding

2017 Memorandum of Agreement

October 11, 2017

Myles Green
President
Unifor Local 456
New Westminster, BC

Dear Myles,

Re: Letter of Intent – Employee & Family Assistance Program

For consideration,

The Company and the Union commit to promoting an effective and collaborative Employee & Family Assistance Program (E.F.A.P.). The Company will also continue to coordinate training for E.F.A.P. committee members. This training equips committee members in how to appropriately refer employees to professional E.F.A.P. services that can support them and their families.

On behalf of Kruger Products L.P.,

Patrick Service
Human Resources Manager
Kruger Products L.P. – Region West Manufacturing

Letter of Understanding

2017 Memorandum of Agreement

October 4th, 2017
Myles Green
President
Unifor Local 456

Subject: Clarification for Exhibit C, Welfare Plan

Expenses are subject to carrier's Reasonable & Customary limits and will still be subject to any expense maximums and exclusions/limitations. Unless explicitly stated in the Collective Agreement, all coverages, benefits, exclusions/limitations are as listed in the carrier contract.

The Company will provide the Union a copy of the carrier contract pertaining to the Welfare Plan described in this Collective Agreement. The carrier contract will remain unchanged during the duration of the Collective Agreement.

Signed:

For Kruger Products LP
Patrick Service
HR Manager

For Unifor Local 456
Myles Green
President

Letter of Understanding

2021 Memorandum of Agreement

June 6, 2022
Darren McCrabb
President
Unifor Local 456

Subject: \$500 Retiree Death Benefit

Effective July 1st, 2022, retiree life insurance in the amount of \$500 will be replaced by a Death Benefit of \$500 payable by the Company. Beneficiary designation in force for life insurance will continue to apply.

Signed:

For Kruger Products LP
Patrick Service
HR Manager

For Unifor Local 456
Darren McCrabb
President

Letter of Understanding

2025 Memorandum of Agreement

Flexible Work Between Departments

Letter of understanding for Scheduling Millwrights for Flexible Work between Departments

The following letter has been established in regard to the employees who will be utilized for flexible work practices between Departments. This policy allows consistency and safety for the employees being used between Departments.

Converting Maintenance

Employees choosing Day Shift will be utilized based on Department Seniority for Flex work. The junior employees excluding Lead Hands and apprentices (except in case of last resort) who have chosen/appointed dayshift will be scheduled based on the requirements for that day.

All employees choosing/appointed Tour work will be excluded from being scheduled for flex work on these days.

Main Shop

Employees will be utilized based on Department Seniority for Flex work. The junior employees excluding Lead Hands and apprentices (except in case of last resort) will be scheduled based on the requirements for that day.

This letter will be in effect for one year after ratification date. During this period, if any concerns arise, the parties will meet and discuss. If at the end of the 12 month period, major concerns are unresolved, either party could cancel this agreement within 30 days' notice. In the absence of major concerns, this agreement will become permanent.