

## **SECTION VIII – MISCELLANEOUS**

### **SECTION VIII – MISCELLANEOUS – PAY**

**A. Changes on Time Sheets**  
**Standing Committee Meeting - September 26, 1968**  
**Memorandum of Agreement – June 9, 2025**

Employees will be notified of alterations to their pay.

**B. Policy on Pay Shortages**  
**Standing Committee Meeting – October 9, 1969**  
**Revised Memorandum of Agreement – June 6, 2022**

The policy covering paycheque shortages calls for payment on the next regular paycheque for shortages of twelve (12) or less hours, and payment on the non-pay week “mini-pay” for shortages in excess of twelve (12) hours provided the Company is notified with sufficient time to process the payment.

**C. Rates of Pay for Employees Assigned from the Spareboard**  
**Standing Committee Meeting – March 14, 1974**

It was agreed that the following rates would be paid to employees assigned from the spareboard for the type of work as listed below:

- |  |                             |
|--|-----------------------------|
| 1. Labouring                             | Base Rate                   |
| 2. Using Tools When Assisting a Mechanic | First Year Apprentice Rate  |
| 3. Painting With No Supervision          | Second Year Apprentice Rate |

**D. Rate Paid to an Employee When Moved from a Higher Rated Job**  
**Standing Committee Meeting - November 25, 1974**  
**Refer Also to General Rules for Guidance in the Labour Agreement**

The Local questioned whether or not it was the Company's understanding that employees would continue to receive the higher rate of pay should they be moved to a lower rated job during the day. The Company replied that Item No. 2 under "Rates When Moved From Regular Job" under "General Rules for Guidance" in the contract reads as follows:

"In any case, where an employee is required or ordered to work temporarily on any job other than their regular job, they are to receive their regular rate or job rate, whichever is higher."

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The Company stated that they had interpreted this to mean that should an employee come to work on the understanding that they will be operating a certain machine for that day and in fact begins to operate that machine, and for some reason other than an Act of God is taken off that machine and placed on a lower rated job, they would continue to receive the higher rate for the balance of the day. The Company explained that it was their interpretation that should an employee relieve another employee who is required to attend a meeting for an hour or two at the beginning of the shift, and receives the higher rate for the hour or two when they were relieving, that employee would be moved to their lower rate when the individual they were relieving returned to their job.

### **E. Pay for Attending Joint Union/Management Meetings Standing Committee Meeting - December 9, 1977**

An employee who attends a joint Union/Management meeting of the Standing Committee, Safety Steering Committee, Job Evaluation Committee, Education Committee, Health and Welfare or Pension Committee, Apprenticeship Committee, or Retirement Board Meetings and Automation Committee Meetings shall be paid at the straight-time day rate for all hours lost from their regular job based on their regular schedule.

Where it is necessary to relieve an employee attending a joint Union/Management meeting, the relief employee will be paid at their regular straight-time day rate, except for any time worked in excess of eight (8) hours in the day which will be paid at time and one-half.

Employees shall not receive pay for the time they attend joint Union/Management meetings if the meetings extend past the end of their regular shift, or if the meetings are held on their day off.

The time of the meetings shall be determined by mutual agreement.

### **F. Banked Vacation**

All vacations banked prior to May 1, 2003 must be taken prior to retirement and will be paid at the employee's current rate of vacation pay at the time when taking the banked vacation off.

### **G. Trainer / Trainee Pay Revised Memorandum of Agreement – October 11, 2017**

1. Trainers / trainees will not lose hours of pay from their regular schedule while training. Trainers and trainees will not be forced to take unpaid lunches on any shift. Trainers / trainees coming off tour will continue to receive shift premiums, COP, Sunday time, i.e., be paid as though they were still on tour.
2. Trainers / trainees will not receive pay for hours not worked.
3. The schedule will be arranged to allow the trainer / trainee to receive their required hours over a five-day work week. Options available for training schedules could include one or any combination of eight, ten or twelve-hour shifts.
4. In a line of progression where a crew move is needed for training in duration of three (3) months or greater (ie. the trainee is being trained up within the line of progression; not entry into another dept.), the trainee will be paid their scheduled job rate.

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### **Trainers Only**

Applies to designated trainers, those selected and trained as a trainer.

1. Trainers will be paid their **scheduled job rate** plus ten percent for training, manual development or other program development. The ten percent applies to “buddy” training only when performed by a department trainer.
2. Trainers will be eligible to work overtime in their departments as per normal department policy. However, this must be consistent with training requirements.

### **H. Relief Supervisor – Rates of Pay**

When hourly employees are required to perform relief supervision, they will receive 10% above the highest department evaluated rate.

### **I. First Aid Ticket Bonus**

First Aid Ticket bonus for Spare Q.A. Testers while working outside the Lab.

Spare Q.A. Testers will receive ten cents (\$0.10) an hour above the regular job rate for their valid First Aid Certificate while working outside of the Q.A. Lab.

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### **SECTION VIII – MISCELLANEOUS – P O L I C Y**

**A. Job Postings - Seniority**  
**Standing Committee Meeting - February 28, 1963**

The term "seniority" will be included in the qualifications on job postings.

**B. Authority of Committees**  
**Standing Committee Meeting - March 14, 1974**

The Company stated that other than the Standing Committee, the authority and responsibility of any committee is to recommend policy to the Mill Manager. It was pointed out that the Mill Manager has a high level of confidence in the recommendation put forward by the various committees.

**C. Seniority - New Employees**  
**Standing Committee Meeting - May 7, 1981**

The Company will use consecutive clock numbers for the purpose of seniority when more than one person is hired on the same day.

**D. Common-Law Spouse**  
**Standing Committee Meeting - February 24, 1983**

A common-law spouse may be covered under the benefit plans immediately. A condition of this plan is that a different common-law spouse shall not be covered under the plan more often than once every two consecutive years, and that no more than one spouse shall be covered under the plan at any one time with respect to any one covered employee.

**E. Children of Common-Law Spouse**  
**Standing Committee Meeting - September 27, 1984**

The Common-Law Spouse Policy will be amended to provide that: Children of a common-law spouse, as defined in the Policy, who are not also the children of a covered employee, may be covered under the welfare plan. It is a condition that children of a different common-law spouse shall not be covered under the plan more often than once every two consecutive years.

**F. Leave of Absence**  
**Standing Committee Meeting - September 27, 1984**

In response to a request from Local 456, CPU during the 1984 labour negotiations to broaden the Leave of Absence provisions, it was agreed that the wording of Section 31 - "Other Leave" remain unchanged in the contract and that the Company and the Local would develop a guideline at a Standing Committee meeting as follows:

"The General Manager will give consideration to requests for leaves of absence of up to three months, without pay, to employees for compassionate reasons, for educational or training purposes, or for extended vacations."

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### **G. Personal Harassment Standing Committee Meeting - December 3, 1993 Revised June 26, 2022**

Kruger Products L.P. and Unifor Local 456, are committed to ensuring that all employees have the right to work in an environment free from bullying and harassment.

The Union recognizes that Kruger Products L.P. has a legal and moral requirement to provide its employees with a safe and healthy work environment. Bullying, harassment, or fear of harassment, endangers the employee's well being and job performance and is a violation of an individual's fundamental rights.

Incidents of harassment will be handled through normal Company and Union procedures.

This Statement of Policy is not intended to constrain normal social interactions.

### **H. Standard Work Week Standing Committee Meeting - March 25, 1987 Memorandum of Agreement – June 9, 2025**

Department work weeks will begin on Sunday and end the following Saturday.

For the purposes of this agreement, the work week for both day workers and tour workers will begin between 5:30 a.m. and 7:30 a.m., depending on department schedule.

### **I. Make-up Shifts**

The make-up shift should not take work away from another employee and, as a result, must be “extra” work not normally scheduled. The scheduling of the shift should be at a mutually agreeable time and would normally be worked within 30 days of the decision to offer the make-up shift.

The following is to assist Departments in the event a make-up shift/s is required.

Each Department should have their own duties or tasks identified to assist in the scheduling of make-up shifts.

### **J. Seniority of Employees Absent from Work for Greater than Two and a Half Years Memorandum of Agreement – September 25, 2008**

Any employee who has been absent from the workplace for a period greater than two and a half years (eg. LTD Any Occupation, WorkSafeBC Claim, etc...) will be removed from all postings that they hold.

The employee will retain both their department seniority and their mill seniority.

Should the employee return to the workplace after their absence greater than two and a half years the Accommodation Committee will meet to discuss the employees return to work.

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### **K. Enforcement of Department Transfer/Posting Restriction Memorandum of Agreement – June 6, 2022**

It is agreed that the posting restriction in Exhibit D – General Rules for Guidance; General Rules for Guidance in Application of Seniority; (e) Department Transfers will not be enforced for a period of two year ending on June 6, 2024 and ongoing from that point forward unless notice to reinstitute this restriction is provided by the Company.

Should, in the Company's sole discretion, this departmental posting restriction be required in the future it can be reinstituted by the Company after 30 days' notice is provided to the Union.

### **L. Standardized Cut-off Times for Overtime Memorandum of Agreement – June 6, 2022**

Cut-off Times for Overtime Call-ins for all jobs:

1. Call-ins for night shift: Overtime for night shift will be confirmed by 12:00 noon the current day.
2. Call-ins for day shift: Overtime for day shift will be confirmed by 4:00 pm the previous night.

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### **SECTION VIII – MISCELLANEOUS – SCHEDULING**

**A. Vacation Schedule for all Departments**  
**Standing Committee Meeting - March 27, 1973,**  
**Memorandum of Agreement - December 18, 1991**  
**Memorandum of Agreement – September 25, 2008**

The following vacation schedule for all departments replaces the schedule outlined in Item #4 of the Standing Committee Meeting of March 11, 1971.

**Vacation Schedule for all Departments**

Because of the reluctance of some employees to schedule their entire vacation entitlement, a large number of vacations are put off until just prior to the deadline date, resulting in a surge of last-minute vacation requests for the latter part of April. This practice often presents problems in machine scheduling, and sometimes results in untimely production curtailments.

To avoid this problem, the Company informed the Local that they intend to handle vacations as follows:

1. A vacation list will be posted by each department head at the beginning of each vacation year and will remain posted until April 1. Requests for vacations up to April 30 of the following year can be made at that time. After April 1, the Supervisor will confirm the vacation dates on a seniority preference basis. Requests made between April 1 and November 15 for vacation times will be granted on a first-come, first-served basis.
2. A second vacation list will be posted by each department on November 15 of each year showing which employees have not scheduled their full annual vacation entitlement. These employees will be asked to request the time they wish to take as vacation up to April 30. After December 15, the Supervisor will confirm the vacation dates on a seniority preference basis and will allot vacations to those employees who have not requested specific times.

Requests made and confirmed under (1) above override requests made under (2) above.

This policy does not change the meaning of the Vacation Schedule (9) in the Contract:

"The allotment of vacation time is to be decided by Management."

The employer will provide all employees a breakdown of all outstanding Vacation time (e.g. Vacation time, Banked time, Floaters, etc.) on September 15<sup>th</sup> and January 15<sup>th</sup> of each year.

**B. Vacation Scheduling - Prime Time**  
**Standing Committee Meeting - November 11, 1987**

Randy stated that senior employees in the mill are requesting more than two weeks of vacation during prime time (June 15 - September 15). This results in a problem for employees with less seniority because they do not know which weeks are available.

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It was suggested that the senior employee declares and is limited to two weeks of prime time vacation prior to the confirmation date.

This would enable junior employees to schedule prime time vacation. After the confirmation of prime time vacation, if weeks are available, they would be granted on a first-come, first-served basis.

### **C. Weekly Indemnity Standing Committee Meeting - June 13, 1979**

Employees who are on Weekly Indemnity at the end of the vacation year and have a portion of their regular vacation outstanding may elect to:

1. suspend their Weekly Indemnity payments prior to April 30 for the period of time necessary to complete their outstanding regular vacation and receive vacation pay as outlined in the vacation section of the Labour Agreement and be reinstated on Weekly Indemnity benefit upon completion of their outstanding vacation until they are able to return to work, or their benefits expire, or
2. remain on Weekly Indemnity for the duration of their total disability and take the outstanding regular vacation in the period immediately following the expiration of their Weekly Indemnity benefit period at the rate of vacation pay which would have been paid prior to April 30 of the previous vacation year.

Under no circumstances may an employee elect to receive Weekly Indemnity benefits and vacation pay for the same period.

### **D. Statutory Holiday Labour Requirements Memorandum of Agreement - 1981**

If there are insufficient volunteers to perform the necessary assignments on a statutory holiday, the Company and the Local will determine how the assignments are made.

### **E. Vacation Entitlement – Long Term Absences Standing Committee Meeting – June 27, 2008**

Following is the Company's position on vacation entitlement for employees absent for in excess of one year. As some contract language was inadvertently removed from the 2003-2008 Contract, our interpretation is based on industry language. The entitlement for Special Floating Holidays is based on the Turner Arbitration dated January 26, 2005. The entitlement for employees returning to work after a one-year absence due to a work related injury is based on the Letter of Understanding between Noske Canada and C.E.P. Local 76.

The relevant industry language is as follows:

- Time lost as a result of an accident recognized as Compensable by Workers' Compensation Board, suffered during the course of employment with the Company shall be considered as time worked for the purpose of calculating entitlement upon return to work.



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- Time not exceeding one (1) year, lost as the result of a non-occupational accident, illness or approved maternity leave, or approved parental leave shall be considered as time worked for the purpose of qualifying for vacation provided, at the time of the accident or illness or commencement of maternity leave or commencement of parental leave, the employee has been on the payroll for not less than one (1) year and returns to employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner. Time exceeding one (1) year shall be recognized as uninterrupted service for the purpose of establishing vacation time off, upon return to work.

### **Absences One Year or Less**

The first year on W.I. or W.C.B. will be considered as time worked for the purpose of qualifying for vacation on return to work. For example; an employee with a 4-week vacation entitlement on W.I. from May 1, 2007 to April 30, 2008 and returns to work on May 1, 2008, would receive four weeks of vacation despite not working during the vacation year.

### **Absence Greater Than One Year – Non Occupational Accident or Illness**

An employee accepted on L.T.D. will be paid out for all vacation, S.P.F.H., banked time, deferred stat time. There is no requirement to take this time off should they return to work. Time on L.T.D. does not count as time worked for the purpose of **Qualifying** for vacation. For example; an employee with a 4-week entitlement is on W.I. from May 1, 2006 to April 30, 2007 and L.T.D. from May 1, 2007 to April 30, 2008. The employee does not qualify for vacation for the May 1, 2007 to April 30, 2008 vacation year because only the first year of a non-occupational absence is counted as time worked for the purpose of qualifying for vacation. See examples attached.

### **Absence Greater Than One Year – Work Related Injury or Illness**

The one year limitation applicable to non occupational illness does not apply to an absence resulting from a compensable injury. As a result, employee absent for more than one year will qualify for vacation on a prorated basis on return to work.

- a) Employee returns during the last quarter of the vacation year (i.e. February, March, April). 25% of vacation entitlement at posted rate of pay.
- b) Employee returns during the third quarter of the vacation year (i.e. November, December, January). 50% of vacation entitlement at posted rate of pay.
- c) Employee returns during the second quarter of the vacation year (i.e. August, September, October). 75% of vacation entitlement.
- d) Employee returns during the first quarter of the vacation year (i.e. May, June, July). 100% of vacation entitlement.

The employee will be paid out for all unused vacation, S.P.F.H., banked time, deferred stat time after 52 weeks. (See example attached).

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### **Special Floating Holidays**

Employees returning from an absence of greater than one year will qualify for special floating holidays, depending on the month in which they return to work (Turner Arbitration).

S.P.F.H.'s relate to statutory holidays not recognized in the Collective Agreement, specifically, Victoria Day, B.C. Day, Thanksgiving Day, Remembrance Day, and Family Day, as well as one miscellaneous S.P.F.H. Employees returning from an absence of more than one year will receive floaters, one miscellaneous S.P.F.H. and additional S.P.F.H.'s corresponding to the statutory holidays listed above. As an example, an employee returning on October 1 will receive 4 S.P.F.H.'s (one miscellaneous, Thanksgiving Day, Remembrance Day, and Family Day).

### **Vacation Entitlement**

Time on W.C.B., W.I. or L.T.D. counts as time worked for the calculation of an employee's vacation **entitlement**; i.e. an increase in vacation from 6 weeks – 12 ½ % to 7 weeks - 14 ½%.

### **Requirement to Take Vacation**

Employees absent for greater than 52 weeks are paid out for vacation, banked time, and special floating holidays, and are not required to take unused vacation and special holidays from prior vacation years.

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### **SECTION VIII – MISCELLANEOUS – UNION**

**A. Shop Stewards to Deal with Disputes**  
**Standing Committee Meeting - November 8, 1968**

It is intended to have departmental Shop Stewards deal initially with all disputes. Management agreed fully with the principle. The Union will provide an up-to-date list of Shop Stewards.

**B. Agreements**  
**Standing Committee Meeting - May 11, 1971**

The Local informed the Company that when they make an agreement with the Company, that agreement is binding on all Union members even though a minority of the membership may have opposed the agreement.

**C. Time Off for Union Members to Attend Meetings**  
**Standing Committee Meeting - May 15, 1975**

The Company expressed concern that several members of the Union who are key operators may cause operating difficulties or even a partial shutdown by their absence to attend Union meetings. The Company stated that as long as it is practical to do so, they would like to cooperate and meet requests for absence for Union business, but that the time may come when the answer may be no. It was agreed that good communications could overcome many problems in this area.

**D. Communications of Union Functions**  
**Standing Committee Meeting - March 25, 1977**

The Company requested that the Local give at least one week's advance notice to the Human Resources Manager of events which may include several Union members off on one shift. Individual employees should continue to request time off through their department supervisors.

The Local agreed to the Company's request.

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### **SECTION VIII – MISCELLANEOUS – CLARIFICATIONS**

**A. Coveralls, Shirts for Trades**  
**Standing Committee Meeting – December 8, 2004**

Maintenance employees are allowed to substitute shirts and pants for coveralls, if done without an increase in costs. Total yearly allowance will be seven (7) shirts and five (5) pants per year.

**B. Appointment of Overtime**  
**Standing Committee Meeting – June 18, 2002**

It was agreed to at the Joint Standing Committee meeting of June 18, 2002 that if there is to be an “appointment of overtime” it would be the most “junior trained employee”, **not** always the junior most posted employee.

**C. Preferred Jobs**  
**Standing Committee Meeting – February 24, 2000**

Listing of positions that are exempt from the posting restrictions are:

- Apprenticeships
- Q.A. Lab
- T.C. Lab
- Utilities – Boilerhouse
- Mill Utility
- Stores Spare

An employee can only hold one preferred job at a time.

**D. Running on Statutory Holidays**

**All Statutory Holidays**

1. On a statutory holiday operational and maintenance manning required will be identified on a scheduled crew basis.
2. Any employee who wishes to be excused from working on a particular statutory holiday will be accommodated provided that a trained volunteer can be found for the shift and a request for leave is submitted seven (7) days in advance of the statutory holiday. All requests must be with the appropriate scheduler.
3. All employees’ wishing to be considered as a volunteer for a particular statutory holiday must provide their scheduler with notice seven (7) days in advance of the statutory holiday. Volunteers will be expected to be available unless the scheduler is otherwise notified prior to the publication of the revised schedule.
4. The Company reserves the right to consider exceptions to the timelines for those employees who wish to be excused from working on a particular statutory holiday on a case-by-case basis to permit late notice.

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5. When a volunteer is requested, the senior trained volunteer will be selected to fill those shifts where a request to be excused has been submitted.
6. The use of floaters for taking time off on a statutory holiday is not permitted. (Overtime is not an issue for replacement of employees requesting time off on the statutory holiday).
7. When a paid holiday falls on an employee's scheduled work day, such holidays shall be considered as time worked for the purposes of computing overtime within the calendar week in which the holiday is recognized. Otherwise, such holiday shall not be considered as time worked.
8. Hours worked on a statutory holiday by Day Workers and Tour Workers to a maximum of eight (8) hours will be counted in the further calculation of the forty (40) hour work week for the computation of overtime if the statutory holiday worked falls on the employee's scheduled day off. This restriction does not apply to the Christmas Eve, Christmas Day and Boxing Day statutory holidays.
9. An employee who works on such a holiday shall receive equal time off with pay at their straight time hourly rate. Such time off shall be treated in the same manner as a Special (Personal) Floating holiday.
10. It is understood that an employee's vacation shall be exclusive of a paid statutory holiday, as recognized by the Kruger Products L.P. Labour Agreement. Therefore, if one or more such statutory holidays fall within the employee's vacation period the statutory holiday will be automatically deferred.
11. When a statutory holiday falls on an employee's regular day off the employee may elect to defer the statutory holiday pay for a period of one (1) year from the statutory holiday.
12. Any changes after the revised schedule has been published will follow the respective department's call-in process (eg. sick calls, unanticipated crew requirements, etc...).

### **Christmas Eve, Christmas Day and Boxing Day**

1. Hours worked on Christmas Eve, Christmas Day and Boxing Day will be counted in the further calculation of the forty (40) and forty-four (44) hour work week for the computation of overtime if the statutory holiday worked falls on the employee's scheduled day off.
2. Christmas Eve, Christmas Day and Boxing Day statutory holiday pay may be deferred for a period of one (1) year if the employee works on the statutory holiday.

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### **New Year's Day Statutory Holiday**

1. The New Year's Eve statutory holiday has been replaced and new language applies to the New Year's Day statutory holiday. New Year holiday hours are from 4:00 p.m. (or the afternoon shift start time) on December 31<sup>st</sup> to 8:00 a.m. (or the start / finish time) on January 2<sup>nd</sup>. The compensation for work on this statutory holiday is as follows:

A tour worker on day shift would receive statutory holiday premiums for the last four (4) hours of the shift (call time, time and a half, and equal time off with pay). An eight (8) hour day worker would work on the December 31<sup>st</sup> at straight time. A floater can be used for time off on the December 31<sup>st</sup> as the eight (8) hours statutory pay is for January 1<sup>st</sup>.

### **E. Safety Shoes**

**Human Resources Notice – October 29, 2008**

**Revised Memorandum of Agreement – October 11, 2017**

Effective immediately, reimbursement for safety shoes will be 80% of the cost of the shoes, to a maximum of \$225.00.

### **WHAT ARE THE CURREN LIMITS FOR THE BOOT ALLOWANCE**

Example:	Cost of shoes	\$149.99	80% of \$157.49 = \$125.99
	GST	<u>7.50</u>	
		<u>\$157.49</u>	reimbursement will be <b><u>\$125.99</u></b>
Example:	Cost of shoes	\$299.99	80% of \$314.99 = \$251.99
	GST	<u>15.00</u>	
		<u>\$314.99</u>	reimbursement will be <b><u>\$225.00</u></b>