

COLLECTIVE LABOUR AGREEMENT

BY and BETWEEN



DIVISION

KRUGER PACKAGING L.P. BRAMPTON

**10 PEDIGREE COURT
BRAMPTON, ONTARIO**

AND



UNIFOR LOCAL 1646

SEPTEMBER 16TH, 2015 TO SEPTEMBER 15TH, 2020

10944 (05)

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**ARTICLE 1
PARTIES TO THE AGREEMENT**

1-01

This Agreement is made and entered into force as of the 12th day of February 2016 (date of ratification), by KRUGER PACKAGING L.P. BRAMPTON DIVISION Brampton Division, 10 Pedigree Court (hereinafter called the Company), party of the first part and UNIFOR, and its Brampton Local 1646, (hereinafter called the Union) party to the second part.

**ARTICLE 2
DURATION OF THE AGREEMENT**

2-01

The present agreement shall be in force from the 16th day of September 2015 to and including the 15th day of September 2020. Either party to this Agreement desiring its renewal with or without changes, shall give to the other party in writing notice of its intention, during the ninety (90) days preceding the expiration of the present Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

3-01

The Union recognizes that the Company has the exclusive rights to manage and operate its Plant and equipment and to carry on its business as it see fit, subject only to the restrictions imposed by law and by this Agreement, the Company retaining all rights and privileges not specifically relinquished or modified in this Agreement.

**ARTICLE 4
RECOGNITION**

4-01

- (a) The company recognizes the Union as the sole representative for the purposes of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment for all hourly paid employees of the Company, excluding Managers, Superintendents, Supervisors, Coordinators, Office Salaried

Personnel, Watchmen and Guards, as decreed by the Labour Relations Board of the Province of Ontario, recognition certificate issued in favour of the union on the twenty-fifth of May, 1964.

- (b) Employees excluded from the bargaining unit will not perform work normally performed by members of the bargaining unit except in cases of instruction.
- (c) The parties agree that casual workers may be hired at the new plant (or at any location to which the operation may be transferred) to do work of a special type (i.e. partition assembly, die cut stripping). However, employees of the bargaining unit who are on lay off will be given first opportunity to do this work at regular rate, providing they have the skills and ability to do such work. It is understood that casual workers will be confined to previous Craftwell duties and will not perform work normally done by members of the bargaining unit.
- (d) For the purpose of article 4.01, the following definition applies:

Special type (work of) means:

- | | |
|-----------------------|---------------------------|
| - Partition assembly | - Piling |
| - Die cut stripping | - Sorting |
| - Hand gluing | - Bundling |
| - Display assembly | - Cleaning (housekeeping) |
| - Packing of displays | - Pre folding |
| - Hand laminating | |

- (e) The parties agree that when overtime is required for casual work as defined in article 4-01 (d), union workers within the department will be asked to perform casual labour work (before casual workers) at the rate of time and one half or double time, as applicable.

(f) In cases where an employee is selected to act as Lead Hand, he/she remains covered by the Collective Agreement, and he/she will not administer discipline. When a Lead Hand performs the full functions of a supervisor, he/she will not perform work normally performed by members of the bargaining unit.

When acting as Lead Hands, but not replacing a Supervisor, he/she may perform work that he/she normally performs.

Lead Hand shall only work overtime after all other bargaining unit employees in the department have first been offered the overtime.

Lead Hands shall only be used to replace Supervisors for a period of not more than six (6) consecutive months.

4-02

An employee who voluntarily accepted a position outside the bargaining unit shall maintain and continue to accumulate plant seniority for a period of twelve (12) months for the purpose of transferring back into the bargaining unit. If an employee returns to the bargaining unit, either by the Company's or his/her own choice, he/she shall return to an open job in the bargaining unit while not disturbing any posted employees unless to avoid a lay-off. The application of Section 4-02 shall only apply once to any individual involved except in a case mutually acceptable to the parties of this Agreement.

Any bargaining unit employee accepting a position outside the bargaining unit must continue to pay union dues on a normal basis during the period of time spent outside the bargaining unit.

4-03

(a) The Company recognizes the right of its employees to become members of the Union and agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or any of its representatives with

respect to any employee because of his/her membership in, or connection with the Union.

- (b) Federal and Provincial Legislation deal with the matter of discrimination in employment against employee and union members on account of race, colour, creed, sex national origin. As a matter of record, the Company and the Union subscribe to the principles of such legislation.

4-04

The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Company by it or any of its' members or representatives, and there will be no other member activity during an employee's working hours, or on Company leased property, except as herein expressly permitted in writing by the Company.

ARTICLE 5 UNION SECURITY AND CHECK-OFF

5-01

- (a) New Employees shall sign the Union Dues Deduction Authorization Form on the date of hire, to be effective on the first day of the pay period immediately following the day of employment.
- (b) Members of the bargaining unit shall as a condition of employment maintain membership in good standing for the duration of this Agreement. In the event the Local Union resolves to suspend or expel a member for non-maintenance of membership or for cause, the Company shall be notified by the Local Union at least seven (7) days prior to the effective date of such action.
- (c) Upon completion of employee's probationary period, new employees shall join the Union.

(d) Upon receipt of the Union Deduction Authorization Form signed by the new employee, the Company will deduct the initiation fee into Local 1646 on the pay period following completion of the employee's probationary period. A duplicate copy of the Union Deduction Authorization Form will be forwarded to the Treasurer of Local 1646. If there should be any change in the amount of such deduction, the Company shall be advised of such change by the Union two (2) weeks prior to the effective date.

5-02

The Company will pay the amount so collected to the Financial Secretary of the Union within the first ten (10) days of the month following the month within which the deductions were made.

5-03

The Union will save the Company harmless from any claim that may arise, either from any deduction from wages in respect to check-off, of the monthly assessment or any action taken at the request of the Union in case of refusal by an employee for check-off of the monthly assessment.

5-04

Should the Company decide to close and to move from its present premises at 10 Pedigree Court in Brampton, Ontario, the present collective agreement and the Union certification shall continue to apply at the new location, mutatis mutandis.

ARTICLE 6 SHOP STEWARDS

6-01

The Company recognizes the right of the Union to elect nine (9) stewards in total as representatives of the employees on matters that may cause or create grievances or other Union business under the terms of the present Agreement.

6-02

A Union Representative shall, after notice to and permission from the Supervisor in charge of the Department, or in the Supervisor's absence, the Plant Manager or his/her representative, be allowed to leave his/her job or department after making known his/her destination for the purpose of pursuing his/her responsibilities, such permission shall not be unreasonably withheld. Permission will not be withheld in cases of disciplinary action. The time spent during his/her regular hours of work shall be with no loss of pay.

6-03

The Union will provide the Company with a written list giving the name of each Steward and the area of the Plant to which he/she is assigned. In the event a Steward is changed, the Company is to be advised within forty-eight (48) hours by written memorandum.

6-04

The Company will provide the Union with office space, desk, chairs and filing cabinet. The Union is to provide their own direct telephone line. Office hours to be restricted to off- shift employees.

ARTICLE 7 EMPLOYEE MOBILITY

7-01

(a) JOB POSTINGS

When a vacancy arises at the entry of a line of progression or a new job is created, the Company will post on the Plant Bulletin Boards for a period of three (3) working days, the vacant position. All employees interested in the vacancy must make application within the three (3) working days of the posting. Employees applying for the vacancy realize that they are expected to move within the lines of progression and learn all the jobs to be performed. The job posting shall be awarded on the basis of seniority, provided the employee has the ability to perform the normal work requirements of the posted job as well as all jobs in

the line of progression to progress through the lines of progression as defined in this Collective Agreement

Job Posting disposition must be announced within five (5) working days following the expiry date of the posting.

Trial and training period to commence within ten (10) working days following the current work schedule unless mutually agreed by both parties.

The successful applicant shall be given a trial and/or training period of not less than fifteen (15) consecutive working days up to a maximum of thirty (30) consecutive working days on this new job, if the selected employee does not have the necessary ability to perform the normal work requirements of the posted job as well as all jobs in the line of progression, or if in the opinion of the concerned employee, the new job is not satisfactory, he/she shall return to his/her original job and the next senior qualified employee will be selected. Trial period may be extended as mutually agreed by both parties.

A successful applicant who begins a trial period and exercises their option to return to their original job shall be excluded from further postings for a period of six months.

Copies of all job postings will be given to the Union for their files.

(b) LINES OF PROGRESSION

In the case of a vacancy which arises in the line of automatic progression, the employee with the most job seniority in the job classification next in the line of progression shall be given a trial and/or training period of not less than fifteen (15) consecutive working days up to a maximum of thirty (30) consecutive working days. Should the senior employee fail to develop the necessary ability to perform the normal work requirements of all

jobs in the line of progression, the next senior employee shall be given the same trial period and so on down the line of seniority until an employee is satisfactory to perform the normal work requirements.

The trial period may be prolonged with agreement of the parties. Should an employee not meet the normal job requirements, as well as all jobs in the line of progression, the employee will be returned to his/her former job.

7-02

PROMOTIONS & DEMOTIONS

Promotion or demotion shall be done on a job seniority basis provided the employee is qualified to do the job in question as well as all jobs in the line of progression at the time of the promotion or demotion. No employee shall be precluded from applying for a job in lateral or lower position.

7-03

PRESELECTION

In the case that the Company requires to preselect a candidate in advance of a vacancy arising for a specific job, the Company will post the position in accordance with 7-01(a)

Should the job become open on a permanent basis, the successful applicant is expected to move into the permanent job. It is understood that an employee can only hold one (1) back-up position at a time. Unless the successful candidate agrees, he/she will not be moved into a permanent job that will result in earning a lower wage rate.

7-04

LAY-OFF

- (a) In the event that it becomes necessary to release or lay-off employees, line of progression in inverse order shall apply to the level of the lowest job in the department concerned. Where the lowest job in the department is concerned, the employee with the

shortest plant seniority shall be released first and the employee with the longest plant seniority shall be released last, provided he/she has the skill and ability to perform the work required. An employee subject to lay-off who claims he/she possesses the skill and ability to perform the normal duties of the job in question shall be given a familiarization period of not less than five (5) working days to exhibit such qualifications.

(b) With the exception of trade classifications (mechanics, and electricians), it is agreed that in all cases of lay-off, probationary employees including students, will be released first.

7-05

Employees will receive not less than two (2) days notice regarding lay-off, except that employees working the first (11-7) scheduled shift of the week shall receive not less than one (1) day notice of lay-off. Such notice to be given in writing to the employees, at work, or by telegram or courier to their last known address and telephone number. For employees hired after date of ratification (December 9th, 2005), and with less than two (2) years of seniority, the notice regarding lay-off will be two (2) hours.

7-06

RECALLS

Recalls following lay-off shall be in inverse order to the lay-off procedure provided the employee has the ability to perform the normal requirements of the work required. Employees who were transferred to other jobs as well as employees being recalled shall be returned to their regular job classification as soon as a vacancy exists.

7-07

(a) TEMPORARY VACANCY

A temporary vacancy is defined as a job of less than sixty (60) working days duration being caused by the absence of an employee by reason of illness, accident, vacation, paid leave or approved leave of absence.

(b) FILLING TEMPORARY VACANCIES WITHIN LINES OF PROGRESSION

Filling temporary job vacancies within lines of progression that occur following the posting of the next weeks' work schedule that cannot be filled by promoting a qualified incumbent in the lines of progression on the shift where the vacancy exists, then the vacancy may be filled by assignment for that reference work week following which Article 7, Section 7-01 will apply.

(c) FILLING TEMPORARY VACANCIES OUTSIDE LINES OF PROGRESSION

Filling temporary job vacancies not in lines of progression will normally be filled with qualified employees within the Department, provided that any qualified employee may be assigned to fill the job without disrupting the shift schedule, except in cases where temporary vacancy exists through illness, and/or accident and the estimated return to work date is known, and that such date is in excess of sixty (60) working days duration.

**ARTICLE 8
SENIORITY**

8-01

The parties of this Agreement recognize three (3) types of seniority:

- (a) Job Seniority
- (b) Departmental Seniority
- (c) Plant Seniority

8-02 Job Seniority

Shall accrue from the most recent date of entry into a regular job classification upon completion of thirty (30) continuous worked days in that classification, except as acquired in 7-07.

8-03 Departmental Seniority

Shall accrue from the most recent date of entry into the department to a regular employee on completion of thirty (30) continuous worked days in the department, except as acquired in 7-07.

8-04 Plant Seniority

Shall accrue from the most recent date of entry into the service of the company, to a regular employee, on completion of his/her probationary period.

8-05 Probationary Employee

Operation: "Probationary Employee" is defined as being an employee who has less than sixty (60) working days of uninterrupted service with the Company.

Maintenance: "Probationary Employee" is defined as being an employee who has less than ninety (90) working days of uninterrupted service with the Company.

Such an employee will not accrue seniority with the Company nor have recourse to the provisions of Article 9 "Adjustment of Grievances". However, in all other aspects of his/her employment he/she shall be governed by the terms of this Agreement.

8-06 AN EMPLOYEE SHALL FORFEIT ALL SENIORITY RIGHTS WITH THE COMPANY

- (a) If he/she voluntarily leaves the employ of the Company.
- (b) If he/she is discharged and not reinstated pursuant to the provisions of the grievance procedure.
- (c) If he/she has been laid off for a period equal to his/her length of service or a period of two (2) years (24 months) - whichever is less.

- (d) If, after a lay-off, he/she fails to return or give a legitimate reason for being unable to do so within five (5) working days after being recalled by telegram or courier or registered mail sent to his/her last known address.
- (e) If he/she fails to return for work at the expiration of an approved "leave of absence".
- (f) If an employee refuses to pay Union dues and/or assessments.

8-07 STUDENTS

Students may be hired during the period from the first Monday in May up to and including the last Friday of September, and also from December 15th to January 15th and for the month of March.

- (a) Union dues are payable as per Collective Agreement.
- (b) Seniority does not accrue during employment
- (c) Students do not benefit of the grievance procedure in case of termination nor the benefits package. Students shall be paid the hourly student's rate as set in Appendix "A" when they perform the duties of entry level jobs. In the event any student performs duties other than those required of entry level jobs, they will be paid at the rate of that job as per Appendix "A" in the collective agreement.
- (d) Overtime will be offered to regular on shift employees in the department before it being offered to the students in that department.
- (e) Weekend overtime will be offered to all regular employees in the Department before being offered to students.

ARTICLE 9
ADJUSTMENT OF GRIEVANCES

9-01

- (a) Should a grievance arise it shall be handled as follows. Prior to filing a formal grievance, an employee will, with the assistance of his/her steward if he/she so desires, refer the matter on an informal basis to his/her immediate Supervisor. This discussion must take place within five (5) working days of the occurrence of the event giving rise to the complaint. If the grievance cannot be settled as a result of this discussion, then it may be dealt with as follows.

STEP 1

The employee shall file a written grievance with his immediate Supervisor within five (5) working days of discussing the matter with his/her Supervisor. The Supervisor shall answer the grievance within three (3) working days. Except in cases of disciplinary action, the written grievance shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon and shall also stipulate the nature of relief or remedy sought.

STEP 2

If the grievance is not resolved at the STEP 1, it may be referred to the "Plant Manager" and/or "Immediate Supervisor" within five (5) working days after the receipt of the Supervisor's reply at STEP 1. The "Plant Manager" and/or "Immediate Supervisor" shall convene a meeting with the Local Union Vice-President and appropriate Steward within five (5) working days after receipt of the grievance and shall answer the grievance in writing within five (5) working days of such meeting.

STEP 3

If the grievance is not resolved at STEP 2, it may be referred to the “Human Resources Manager” and/or “Plant Manager” within five (5) working days after receipt of the “Plant Manager” and/or “Immediate Supervisor” reply at STEP 2. The “Human Resources Manager” and/or “Plant Manager” shall convene a meeting with the Local Union President and Vice-President within five (5) working days after receipt of the grievance and shall answer the grievance in writing within five (5) working days of such meeting.

STEP 4

If the grievance is not resolved at STEP 3, it may be referred to the “The General Manager and/or Human Resources Manager” within five (5) working days after receipt of the “Human Resources Manager” and/or “Plant Manager” reply at STEP 3. “The General Manager and/or Human Resources Manager” shall convene a meeting with the Communications, Energy and Paperworkers Union Representative and the Local Union Executive within ten (10) working days after receipt of the grievance and shall answer the grievance in writing within ten (10) working days of such meeting. Failing a satisfactory settlement, the grievance may be referred to arbitration by the Union within a further thirty (30) calendar days.

- (b) Any grievance involving disciplinary action shall be referred to STEP 3 of the grievance procedure.
- (c) No employee shall be disciplined or discharged without just cause.
- (d) A Union or Company grievance may be presented starting at STEP 3, on matters of a general nature relating to the application, administration or interpretation of the Collective Labour Agreement provided such grievance cannot be otherwise brought forward as the grievance of an employee or group of employees.

The Union or Company's decision shall be given in writing and, failing satisfactory settlement, the grievance may be subject to the arbitration procedure.

- (e) The time limits specified in this Article may be extended by mutual agreement of both parties.
- (f) In the event the Union or the Company decided to submit the grievance to arbitration, the grievance will be referred to a single Arbitrator chosen by the parties, or failing agreement, an Arbitrator designated by the Minister of Labour of the Province of Ontario.
- (g) In cases of arbitration under the procedure outlined above, the Arbitrator to whom any grievance shall be submitted shall have jurisdiction and authority to interpret the provisions of this Agreement in so far as shall be necessary to the determination of such grievances, but shall not have jurisdiction or authority to alter in any way the provisions of this Agreement.

Except, however, in determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his/her former position with or without compensation or in such manner as may in the opinion of the Arbitrator be justified. Such decision shall be final and binding on both parties of this Agreement.

- (h) Each party shall pay its own arbitration costs including the fees and expenses of witnesses called by it. The fees and expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE 10 UNION REPRESENTATION

10-01

The Company will recognize an Executive Committee of not more than five (5) employees selected by and from the Local Union for the purpose of negotiating contract renewals. The Company will deal with the Executive Committee with respect to any matter which properly arises from time to time in regards to the application and interpretation of this Labour Agreement.

10-02

In addition to the above mentioned members, the Union may request its UNIFOR Representative and the Company may request another person to attend any meeting of said Committee.

10-03

Time spent by a member of the Local Executive in processing Union matters with the Company during his/her regular hours of work shall be paid at his regular rate of pay, except that if a member of the Local Executive during negotiations, is required to return to his/her regular job after such meetings, the hours worked shall be at overtime rates.

In the event of a termination, Local Executive members working on the off shift attending the 4th step Grievance meeting shall be paid at overtime rates.

10-04

Regular working hours lost by employees for reason of attending union functions other than those stipulated in Article 10-03, and subject to Article 19-02, will be paid to this employee by the Company as if this employee had been at work, provided this request is made officially by the Local Union and provided that no more than five (5) such employees are absent at any one time and provided that such absence not exceed two (2) weeks respectively.

The Company will invoice the Union for such wages and be paid no later than fifteen (15) days after receipt of such invoice.

Weekly indemnity benefits will not apply until the employee scheduled date of return to work.

This article will not apply if said employee is conducting training or business etc., functions on behalf of Unifor.

ARTICLE 11 HOURS OF WORK

11-01

The normal work week for all employees shall be five (5) days, Monday to Friday inclusive, and a total of forty (40) hours.

11-02

The regular schedule of hours of work shall be as follows except as mutually agreed:

ALL DEPARTMENTS

One shift schedule:

7.00 a.m. to 3.00 p.m. (includes a 20 minute paid lunch period).

Two shift schedule:

7.00 a.m. to 3.00 p.m. (includes a 20 minute paid lunch period).

3.00 p.m. to 11.00 p.m.

Three shift schedule:

7.00 a.m. to 3 p.m. (includes a 20 minute paid lunch period).

3.00 p.m. to 11.00 p.m.

11.00 p.m. to 7.00 a.m.

Plant Custodian:

6:00 a.m. to 2:00 p.m. (includes a 20 minute paid lunch period).

11-03

- (a)** The above schedule for hours of work is not to be interpreted as a guarantee from the Company of daily or weekly hours of work.
- (b)** All Plant personnel scheduled on machinery which is running continuously shall be entitled to a thirty (30) minute paid meal period, without shutting the equipment down.

All personnel shall take their meal periods as follows, without shutting the equipment down.

Day Shift: between 11:00 a.m. and 1:30 p.m.

Afternoon Shift: between 7:00 p.m. and 9:30 p.m.

Night Shift: between 3:00 a.m. and 5:30 a.m.

However, as regards continuous operations during rest and meal periods, it is agreed that a minimum of two (2) employees shall operate equipment designated to run continuously.

Further, if an additional person is required on another machine during rest and meal periods, they shall be provided as needed.

It is further understood that this method of continuous operation during rest and meal periods is not intended to reduce the number of employees per machine.

11-04

Employees shall be at their respective working place ready to begin work at the designated starting time and shall not leave their working place without permission from their immediate Supervisor until the regular hours of work have been completed. "Except that all employees on Presses and Flexos shall be allowed a five (5) minute wash-up before their regular quitting time". This five (5) minute wash-up will not apply when a machine (a Press and/or a Flexo) is on continuous operation.

11-05

(a) It is the duty of each and every employee to report for his/her regular shift unless he/she has arranged for a leave of absence on the day before, or if unavoidably prevented from reporting for his/her regular shift on the day he/she is scheduled to work, he/she notified the Company (Telephone Number 905-759-1013 Ext 1) at least two (2) hours before the start of his/her own shift and obtain leave of absence. Employees who report for work without their swipe card or their card does not function properly shall report to see their supervisor immediately.

(b) In the event an employee is unavoidably prevented from reporting to work on time he shall:

1. Advise his/her Supervisor as soon as possible by telephone
OR
2. Report to his/her Supervisor upon arrival at the Plant.

11-06

All employees on two or three shift schedules shall rotate from shift to shift in sequence weekly, unless by mutual agreement the shift schedule is changed.

ARTICLE 12 OVERTIME

12-01 OVERTIME PREMIUM PAY

(a) Time and one- half (1-1/2) the employees occupational rate of pay for all hours in excess of eight (8) hours per day, in excess of forty (40) hours per scheduled work week.

(b) Double (2) time the employees occupational rate of pay for all overtime hours in excess of eight (8) hours of work between 11.00 p.m. Saturday and 11.00 p.m. Sunday and all overtime hours worked in excess of eight (8) hours of work on credited paid holidays recognized by this Agreement.

12-02

Employees may be requested to work a longer work day or a longer work week when in the opinion of the Company such additional time is necessary. However, it is recognized that such overtime is voluntary.

12-03

When overtime is to be worked at the end of a shift which appears to be of two (2) hours duration but less than four (4) hours, a ten (10) minute rest period shall be allowed at the end of a regular shift. If such overtime is continued for a period of four (4) hours or more, an additional thirty (30) minute paid lunch period shall be allowed.

12-04

- (a) Overtime will be distributed as evenly as possible among all employees on same job classification and within the Department.
- (b) Overtime distribution will be reviewed on a quarterly basis.
- (c) All overtime hours worked and/or refused will be entered in a log provided for the purpose and kept up to date by the Supervisor.
- (d) Actual overtime shall be posted and overtime requested and refused will be posted with an "R".
- (e) The log will be made available upon request to the Union for review in the event of a dispute. The overtime log compiling the distribution of overtime will revert to zero (0) January 1st of each year.
- (f) One (1) copy of the overtime list will be posted.

12-05 OVERTIME DISTRIBUTION

Should overtime occur during the week (i.e. Monday to Friday) the following procedure will apply.

A. OUTSIDE LINES OF PROGRESSION

- 1) The on shift employees scheduled on the same job classification, for which overtime work is required, will first be asked to work such overtime hours. Failing this,
- 2) Said overtime will be offered to the on shift qualified employee of the department. Failing this,
- 3) Said overtime will be offered to the on shift qualified employee outside the department. Failing this,
- 4) Said overtime will be offered to the off shift employee on the same job classification.
- 5) Where said overtime is expected to be of eight (8) hours duration, the next scheduled employee on the same job classification on the off shift, will be called to share the overtime with the previous on shift employee. Should he/she refuse, another qualified employee will be assigned.

B. WITHIN LINES OF PROGRESSION

- 1) Where a vacancy cannot be filled by upward mobility and results in overtime to be worked:
- 2) Said overtime will be offered to the on shift employee on the same job classification. Failing this,
- 3) Said overtime will be offered to qualified employees on the shift and in the same department. Failing this,
- 4) Qualified employees outside the department on the same shift will be offered the overtime. Failing this,

- 5) The overtime will be offered to the off shift employee on the same job classification.
- 6) Where said overtime is expected to be of eight (8) hours, the next scheduled employee on the same job classification on the off shift will be called to share the overtime with the previous on shift employee.

12-06 WEEKEND OVERTIME

Should overtime be required during the week-end, the following will apply to employees scheduled on the machine centre within the same job classification;

- (a) The day shift from the previous week will first be offered Saturday overtime and Sunday overtime will be offered to the day shift of the following week.
- (b) The midnight shift will first be offered Friday night overtime.
- (c) Operating crew only: Overtime of two hours or less before the start up of the midnight shift on Sunday will be offered to midnight shift employees and overtime of more than two hour will be offered to the afternoon shift.
- (d) For overtime purposes, an employee working three (3) days on the job where the overtime is to be worked of the scheduled work week, shall be recognized as being scheduled on the same job classification, as long as he/she is not absent when such overtime is being requested.

If no one is scheduled on the same job classification, the overtime shall be distributed to the employees on the machine centre, with the least overtime in accordance with 12-06 (b).

12-07

If following the review of overtime distribution, the Company and Union agree that the differential of overtime hours exceeds an acceptable level between employees on the same jobs, the employee with the lowest hours, shall be offered the week-end overtime until such time that the margin is acceptable.

12-08

Overtime generated due to an employee being absent because of sickness, accident, vacation and leave of absent will not be included in the calculation of the imbalance for purpose of overtime and equity comparison.

12-09

(a) When it becomes necessary to assist with general plant clean-up and/or painting, a notice will be posted for employees interested to apply. The employee with the least overtime that has applied will be selected. It is understood that the overtime listing on the day notice is taken down, will be used to determine which employee is eligible for the overtime.

(b) If it becomes necessary for Plant Production during shut down (i.e. Christmas) a notice will be posted, for those employees interested to apply. The employee with the least amount of overtime hours within the required posted job classification within his/her department will be offered first.

12-10

For overtime purposes, holidays recognized by this agreement, falling on Saturday and/or Sunday shall be celebrated on the following onday, and if worked, shall be paid as specified in Article 12, Section 12-01.

ARTICLE 13
SHIFT CHANGE, TRANSFER, ETC

13-01

An employee wishing to change shifts with another employee shall first obtain permission to do so from his/her immediate Supervisor. His/her request must be submitted in writing, except in cases of emergency, on the form available from the Company and signed by the two (2) employees. Any shift change arranged between two (2) or more employees shall not under any circumstances occasion a request for overtime or other premium pay as a result of the shift change. Permission shall not be unreasonably withheld.

13-02

When a Supervisor or Plant Manager requests an employee to change shifts during the normal work week for the convenience of the Company, the employee will receive time and one-half for his/her first shift unless the shift change is in lieu of lay-off. For reasons other than lay-off, an employee that is required to change shifts will not work less hours than his normal scheduled hours for that week.

13-03

If it becomes necessary to transfer an employee temporarily at a lower rated job, he/she shall be paid at his/her regular job rate for a maximum of three (3) consecutive weeks from the on-set of the transfer except:

- (a) When the transfer is made at the request of the employee.
- (b) When a transfer is made in lieu of a lay-off, in such cases, he/she shall be paid at the rate of the job to which he/she is assigned.

13-04

An employee who is temporarily assigned to a higher rated job shall be paid at the higher job rate, for actual hours worked on the higher rated job.

13-05

When new job classifications are created or existing job classifications substantially changed, Management and the Union shall meet and discuss such additions or changes and, if possible, reach agreement on wages before such additions or changes are put into effect. If agreement cannot be reached, the rate proposed by Management, will be instituted, but will be subject to further negotiations held for the purpose of renewing the Collective Labour Agreement, unless either party wishes to submit the matter to arbitration in the manner described under Article 9 "Adjustment of Grievances" starting at 9-01(f).

ARTICLE 14 WAGES

14-01

The scale of wages of regular employees affected by this Agreement will form Appendix "A" and will be considered as part of this agreement.

14-02 SHIFT DIFFERENTIAL ADJUSTMENTS

All shift employees shall be entitled to a shift differential on the following basis:

3.00 p.m. to 11.00 p.m. \$0.65
11.00 p.m. to 7.00 a.m. \$0.95

Effective: January 1st 2019

3.00 p.m. to 11.00 p.m. \$0.75
11.00 p.m. to 7.00 a.m. \$1.15

Subject to the following exceptions:

- i. Hours worked to complete a day shift.
- ii. When premium rates are applied.
- iii. When calculating holiday pay or overtime.

14-03 MEAL ALLOWANCE:

A meal allowance of \$7.50 will be paid to each employee who works more than ten (10) consecutive hours in any one (1) day.

- Effective Date of Ratification: \$7.75
- Effective September 15, 2018: \$8.00

ARTICLE 15 PAID HOLIDAYS

15-01

The following days shall be observed as paid holidays.

New Year's Eve Day	Civic Day
New Year's Day	Dominion Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve Day
Labour Day	Christmas Day
January 2nd	Boxing Day

15-02

- (a) All hourly paid employees who have been in the employ of the Company for at least fifteen (15) working days immediately preceding any of the above holidays shall be entitled to eight (8) times the employee's regular hourly rate for each of the above holidays, provided he/she has worked their last scheduled shift preceding the holidays and their first scheduled shift following the holidays and provided that he/she has worked at least one day during the thirty-five (35) working days immediately preceding the holiday, unless he/she is absent with prior written permission from the Supervisor or for a reason acceptable by the Plant Manager.
- (b) Except the employee who is absent from work during the period preceding such holidays as provided above through sickness and/or accident shall be credited for the paid holidays. Medical proof of such absence will be required.

15-03

Any of the above mentioned holidays may be changed to a more suitable day when such change is agreeable to the Company and the Union. Such agreement shall be in writing and suitable notice of change shall be posted on the bulletin board.

15-04

An employee requested to work on any of the above mentioned holidays shall be paid in accordance with Article 12, Section 12-01 plus the eight (8) hours holiday pay.

15-05

In the event of a paid holiday falls within an employee vacation period, he/she shall have a day off with pay, at a mutually convenient time to the employee and Supervisor.

ARTICLE 16 VACATION LEAVE

16-01

It is agreed that all hourly paid employee of the Company who meet the following requirements will be granted a vacation leave with pay:

- (a) Employees with less than one (1) year of continuous service with the Company as of April 30th of the current year shall be entitled to a vacation leave of one (1) day for each completed month of service from their most recent date of hire up to a maximum of ten (10) days. Employees will receive as payment four (4) percent of their earnings for the period used in determining their vacation leave.
- (b) Employees with one (1) but less than four (4) years of continuous service with the Company as of April 30th, of the current year shall be entitled to a vacation leave of two (2) weeks.

- (c) Employees with four (4) but less than nine (9) years of continuous service with the Company as of April 30th, of the current year shall be entitled to a vacation leave of three (3) weeks.
- (d) Employees with nine (9) but less than seventeen (17) years of continuous service with the Company as of April 30th, of the current year shall be entitled to a vacation leave of four (4) weeks.
- (e) Employees with more than seventeen (17) but less than twenty-three (23) years of continuous service with the Company as of April 30th, of the current year shall be entitled to a vacation leave of five (5) weeks.
- (f) Employees with more than twenty-three (23) years of continuous service with the Company as of April 30th, of the current year shall be entitled to a vacation leave of six (6) weeks.

16-02

Vacation pay will be calculated at 4 %, 7 %, 9 %, 10 %, or 12 % as applicable of gross earnings including vacation pay, from May 1st of the preceding year or forty (40) hours at the employee's regular straight time rate, whichever is greater, for each week of vacation leave, except if an employee's service is interrupted by an approved leave of absence, the forty (40) hours per week basis will not apply.

16-03

Employees in the same job classification and on the same machine will be given the opportunity to choose with their Supervisor, their vacation leave but under no circumstances, will vacation leave be allowed to interfere with Plant operations. In cases where vacation leave requested conflict, preference will be given to the employee with the longest plant seniority.

16-04

Except as may be mutually agreed between the Union and Management, vacation leave shall be taken at any time within the calendar year and at such time as, in the opinion of the Company, the service of the employee can be spared. Vacation pay has to be paid weekly, at the pay period as if the employee was at work. Employees must take their vacation credits in the applicable vacation year. One week of vacation represents a total of seven (7) days.

16-05

The Company reserves the right generally to administer the vacation leave plan in accordance with the above provisions and the Company's decision shall be final on all questions arising out of the administration of the plan. Employees will submit their vacation requests by February 28 before the start of the vacation year. The Company will attempt to have the vacation schedule by May 1st of the vacation year. The Company will provide the Union with a Copy of the Vacation schedule and a record of any changes.

16-06

Employees with vacation as per article 16-03 will be allowed to choose three (3) weeks in prime time (i.e. June, July, and August). The senior employee will be given the first choice of the remaining weeks.

ARTICLE 17 BEREAVEMENT LEAVE

17-01

When death occurs in the immediate family of an active permanent employee, such employee will benefit from a paid leave as follows:

1. Five (5) consecutive working days paid leave for Spouse, Children, and Stepchildren of the employee.

2. Three (3) consecutive working days paid leave for his Father, Mother, Father-in-law, Mother-in-law, Brother, Sister, Brother-in-law, Sister-in-law, Grandparents, Grandparents-in-law, Grandchildren, Step-Mother and Step-Father, of the employee.

In order to be entitled to bereavement leave and pay, the employee must provide evidence of the death to the Company.

17-02

The employee shall be paid for the number of hours he/she would have normally worked at his/her regular straight time occupational rate.

ARTICLE 18 LEAVE OF ABSENCE

18-01

Leave of absence, without pay for legitimate personal reasons, may at the discretion of the Plant Manager, be granted for a period not to exceed three (3) months. The application must be in writing and the reasons stated.

18-02

Leave of absence without pay without loss of seniority or other benefits shall be granted to members of the Executive or their delegates for the purpose of attending or conducting essential Union activities. It is understood that such leave will be granted provided that the Plant Manager receives prior notification of five (5) regular working days, and provided such leave does not affect the efficiency of the plant operations.

18-03 PREGNANCY AND PARENTAL LEAVE

The Company will comply with current Government Legislation in granting Pregnancy and Parental leave.

ARTICLE 19
JURY DUTY, CROWN OR SUBPOENAED WITNESS DUTY

19-01

The company will pay the difference in wages lost by an employee while serving on, or reporting for Jury Duty, Crown and Subpoenaed Witness Duty where the employee is not personally involved subject to the following conditions:

- (a) The employee has completed his/her probationary period.
- (b) The days eligible for such payments shall be scheduled working days upon which the employee would otherwise have worked.
- (c) Providing he/she reports for work immediately upon being released from such duty if such release occurs eight (8) hours prior to the start of his/her next scheduled shift.

19-02

The above referred to wages means his/her regular scheduled hours paid at his/her normal occupational rate pay and does not include any overtime or other premium pay.

ARTICLE 20
CALL IN AND REPORTING ALLOWANCE

20-01

Any employee called in to work outside his/her regular hours of work, without previous warning, shall receive not less than four (4) hours pay or time and one half for hours worked whichever is the greater.

20-02

An employee reporting for work at his/her regularly scheduled time when no work is available at his/her regular occupation, shall be entitled to a minimum of eight (8) hours pay at not less than his/her regular occupation rate, unless previously notified to the contrary no less than

two (2) hours prior to the start of his/her scheduled shift. If requested by the Company, he/she shall be required to perform a minimum of eight (8) hours of such available work as the Company may assign. This article shall not apply in cases of major breakdown or other causes beyond the control of the Company.

ARTICLE 21 AUTOMATION

21-01

The Company will advise the Union as soon as possible and in any case not less than ninety (90) days before introduction thereof, of technological changes and/or automation which the Company had decided to introduce that will result in significant changes to the employment status of employees.

21-02

Any employee who is permanently set back to a lower paid job because of technological change or automation, will receive the rate of his/her regular job at the time of the set back for a period of six (6) months. For a further period of six (6) months, he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the set back and the rate of his/her new regular job. At the end of the twelve (12) month period, the rate of his/her new regular job shall apply.

21-03

Severance:

- (a) Should the Company permanently close down the plant and that as a result of this permanent close down terminates the services of an employee, such employee who is terminated will be entitled to separation pay as follows:

An employee will be entitled to a separation pay equal to two percent (2%) of his/her total earnings for the last full period of continuous employment.

- (b)** The company agrees to follow Government Legislation as pertaining to severance pay eligibility.

**ARTICLE 22
GROUP INSURANCE PROGRAM**

22-01

Unless otherwise stated, the Company agrees to assume the full cost of the Insurance program as detailed in Appendix "B", Exhibits B-1 and B-2 as attached.

22-02

The Company will provide employees with written confirmation of his semi-private insurance coverage.

**ARTICLE 23
CONDUCT RECORD**

23-01

If an employee's record contains:

- (a)** A written confirmation of verbal warning, such record shall be withdrawn after two (2) months provided no other records of a misdemeanor is filed during the two (2) month period.
- (b)** A written warning, such record shall be withdrawn after three (3) months provided no other record of a misdemeanor is filled during the three (3) month period.
- (c)** A notice of suspension, such record shall be withdrawn after six (6) months provided the employee's records indicated a complete six (6) month period free from any disciplinary reports.
- (d)** Should any discipline be imposed, it shall be imposed immediately following occurrence, but in no case more than three (3) working days after occurrence.

23-02

When a written record of any disciplinary action is necessary which shall become part of the employee's file, the employee, at his/her request may meet with his/her Union Representative prior to meeting with his/her Coordinator, provided the time required to meet is kept within reasonable limits.

23-03

An employee shall have the right, by appointment with the Personnel Coordinator, to consult his/her conduct record on file in the Company's office.

23-04

The company will provide the Union with copies of any disciplinary action notices, changes of status notices and job postings of employees as such changes occur. Disciplinary action notices will be provided within seven (7) days.

ARTICLE 24 HEALTH & SAFETY EQUIPMENT

24-01

Effective date of ratification, the Company will pay up to \$130.00 not more than once per calendar year to be applied to the cost of a new pair of Safety Shoes (on September 16th, 2016 this amount will be increased to \$135.00; on September 16th, 2019 this amount will be increased to \$140.00). It is understood the employee have the ability to purchase two pair per annum and that any cost over and above the annual maximum will be paid by the employee.

24-02

The Company will pay 100% of the cost of providing coveralls for mechanical & electrical personnel in the maintenance department and to all employees while they are involved in machine cleans-up at the Corrugator and Printing departments.

24-03

The wearing of Safety Shoes, Hearing Protection and other such Safety Equipment as is considered necessary in the opinion of the Company shall be mandatory. Safety shoes must be kept in good condition.

24-04

The Company will provide one winter jacket to each regular Shipping employee, Baler Operator and regular Receiver at Pedigree Court plant. The employees are responsible to replace winter jackets if they are lost or stolen.

ARTICLE 25 GENERAL

25-01

All employees will be allowed one (1) ten minute rest period each work day to be taken at time designated by the Company. Employees will strictly respect the limitation of the rest period.

25-02

Pay stubs will be distributed in envelopes to employees on Thursday of each week before 3.00 p.m. *All new employees after date of agreement and all employees already registered will have their pay stubs available on-line.* The pay stubs will represent the earnings of the previous week and showing Gross Earnings year-to-date.

25-03

Whenever a scheduled payday falls on a bank holiday, every effort will be made to issue pay stubs before noon on the preceding day for the day shift.

25-04

It is the responsibility of each employee to ensure that the Company has his/her correct address and telephone number on file. He/she must inform his/her immediate supervisor of any changes in order that the Company may quickly contact an employee to advise on lack of work, change of work schedule, etc.

25-05

The following week's Plant manning schedule shall be posted by 12:00 p.m. noon on Thursday of each week and copies to be given electronically to the Vice President and Recording Secretary of Unifor Local 1646.

The schedule shall be posted on a Wednesday if there is a statutory holiday Friday.

ARTICLE 26 NO STRIKE OR LOCKOUT

26-01

The Union agrees that during the term of this Agreement, neither it nor any of its respective officers, agents or representatives shall cause, authorize, or sanction or permit its respective members to cause or take part in any strike, sit-down, stay-in, slow-down or stoppage of any of the Company's operations or in any curtailment of work or restriction of or interference with production or in any picketing of the Company.

26-02

The Company agrees that during the term of this Agreement, it shall not cause or sanction a lockout.

26-03

Any agreement entered into by the Company and the Union during the term of the present Agreement, shall be recorded in writing and signed by both parties. Such Agreement shall be valid for the duration of the present Agreement or for such limited period of time as may be agreed to by the parties.

ARTICLE 27 RESERVATIONS

27-01

It is agreed that any clause of this Agreement being or becoming in conflict with Federal or Provincial Legislation of public character will be considered as void without affecting the validity of this Agreement.

ARTICLE 28 HEALTH AND SAFETY

The following conditions have been jointly approved by your Safety Committee, the Executive and Membership of Local 1646 and the Management of Kruger Inc., Packaging Division, 10 Pedigree Court, Brampton, Ontario. These conditions are effective as of November 2, 1976.

It was made clear that while Management has a moral and legal responsibility to accident prevention, the same responsibility exists for the worker. The legal responsibility for both parties is clearly defined in the Industrial Safety Act of Ontario 1971, and subsequent amendments.

CONDITIONS APPLYING TO THE SAFETY COMMITTEE

1. The committee shall meet once a month with officials of the company to discuss matters dealing with Safety, Health and Environmental Conditions affecting employees at work.
2. The Company shall pay committee members for time lost while attending Safety Meetings.
3. The Company will furnish the Committee Co-Chairpersons with a copy of any lost time injury reports as soon as the reports are available.

**APPENDIX "A"
WAGES**

CLASSIFICATIONS

EFFECTIV	9/15/15	9/15/16	9/15/17	9/15/18	9/15/19
	2.00%	2.00%	2.00%	2.00%	2.50%
GRADE 1 General Help	20.87	21.29	21.71	22.15	22.59
GRADE 2 Slitter-Scorer-Take-Off Bobst Take/Off Litho Take-Off	22.90	23.36	23.82	24.30	24.79
GRADE 3 Taper /Shrink Wrapper Take-Off Press Take-Off Post Take-Off	23.39	23.86	24.33	24.82	25.32
GRADE 4 Bobst 2nd Person Checker Towmotor Baler Operator Litho 2 nd Person Trucker	23.86	24.33	24.82	25.32	25.82
GRADE 5 Taper /Shrink Wrapper Operator Receiver Clamp Truck Operator Stacker Operator Press 2nd Person Post 2nd Person Palletizer - Auto	24.39	24.88	25.37	25.88	26.40
GRADE 6 Assistant Shipper Slitter-Scorer Operator	24.90	25.40	25.90	26.42	26.95

GRADE 7	25.35	25.85	26.37	26.90	27.44
Die Service Person Shipper					
GRADE 8	25.97	26.49	27.02	27.56	28.11
Bobst Press Operator Die Maker Litho Operator Press Operator Post Operator Corrugator Operator					
GRADE 9	26.81	27.34	27.89	28.45	29.02
Corrugator Consul Operator					

CLASSIFICATIONS

EFFECTIVE	9/15/15	9/15/16	9/15/17	9/15/18	9/15/19
	2.00%	2.00%	2.00%	2.00%	2.00%
GRADE M1 Plant Custodian	22.90	23.36	23.82	24.30	24.79
GRADE M2 Stores Clerk	23.39	23.86	24.33	24.82	25.32
GRADE M3 Certified Mechanic "1st Class"	27.03	27.57	28.12	28.68	29.26
GRADE M4 (12 Months experience) Certified Mechanic "A" (Millwright) Certified Maintenance Electrician	28.22 *30.47	28.79 31.08	29.36 31.70	29.95 32.34	30.55 32.99
GRADE M5 (12 Months experience) Certified Millwright/ Electrician (Dual Certificates)	31.98 *32.98	32.62 33.64	33.27 34.31	33.93 35.00	34.61 35.70
GRADE M6 (12 Months experience) Electrician Electronic (Certified)	35.51 *36.01	36.22 36.73	36.94 37.46	37.68 38.21	38.43 38.97
Students:	15.54	15.54	15.54	15.54	15.54

NOTE: Lead Hands will receive \$0.20 per hour more than the highest paid individual under their charge.

* Effective on date of Ratification.

APPENDIX “B”
EXHIBIT B-1

SUMMARY OF EMPLOYEE BENEFITS PROGRAM

The Company agrees to modify its Employee Benefits Program and will make the following amendments to its policies/contracts. All other provisions of the master policies/contracts will remain unchanged.

Subject to the provisions of master policies/contracts, the following modifications will come into effect on the first day of the month following ratification, unless otherwise specified, and will cover only those employees who are members of the bargaining unit and actively at work on the effective date of these changes, as well as all new employees who will join the bargaining unit thereafter.

Membership to the plan is mandatory and applies to each type of guaranteed coverage.

DEFINITION OF ELIGIBLE DEPENDANTS

Spouse: Married spouse or a person who, although not legally married to an employee, cohabits with the employee in a spousal relationship which has been recognized as such in the community in which they reside for at least one (1) year.

Child: An unmarried natural, adopted or stepchild of the employee or any other unmarried child for whom the employee has been appointed guardian for all purposes by a court of competent jurisdiction. A child who is age nineteen (19) or over but under age twenty-six (26) must be a full-time student.

An incapacitated child will be covered beyond the maximum age provided his incapacity began before reaching the maximum age. A child is considered incapacitated if he/she is

incapable of supporting himself due to a physical or psychiatric disorder.

Children under 15 days of age are not covered under dependent life.

1. BASIC LIFE INSURANCE

Amount of coverage: \$50,000

EFFECTIVE	1/1/17	1/1/18	1/1/19	1/1/20
	\$51,500	\$52,500	\$53,500	\$55,000

The total premium shall be paid by the Company.

2. OPTIONAL LIFE INSURANCE

Amount of coverage: any multiples of \$10,000 up to a maximum of \$150,000

Optional Life coverage can be modified at any time by submitting the required proof of insurability to the insurer. Modified coverage will take effect upon approval by the insurer.

The monthly premium is entirely paid by the employee and is subject to modifications at each yearly renewal of the master contract/policy.

3. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The amount of coverage will be equal to the sum of basic and optional life insurance coverage up to a maximum of \$150,000.

A percentage of the amount of coverage will be payable depending on the extent of the loss, as shown in the following table:

For Loss of

Life	100 %
Both hands or both feet	100 %
One hand and one foot	100 %
The entire sight of both eyes	100 %
One hand and the entire sight of one eye	100 %
One foot and the entire sight of one eye	100%
Speech and hearing in both ears	100 %
One arm or one leg	75 %
One hand or one foot	66 2/3 %
The entire sight of one eye	66 2/3 %
Speech or hearing in both ears	66 2/3 %
Thumb and index finger of the same hand	33 1/3 %
Four fingers of one hand	33 1/3 %
All toes of one foot	33 1/3 %
Hearing in one ear	25 %

For Loss of Use of

Both arms or both hands	100 %
One arm or one leg	75 %
One hand or one foot	66 2/3 %

For Total Paralysis of

Paraplegia	200 %
Quadriplegia	200 %
Hemiplegia	200 %

Loss of use means the total or irrevocable loss of use during a continuous period of twelve (12) months after which the indemnity becomes payable if the loss of use is considered permanent.

The maximum payable for any one accident will not exceed the full amount of coverage.

The total premium shall be paid by the Company.

4. DEPENDENT LIFE INSURANCE

Amount of coverage:

Spouse	\$10,000
Child	\$ 5,000

The total premium shall be paid by the Company.

5. DEPENDENT ACCIDENTAL DEATH INSURANCE

Amount of coverage:

Spouse	\$10,000
Child	\$ 5,000

The total premium shall be paid by the Company.

6. HEALTHCARE BENEFITS

a) Hospitalization

No deductible

100 % unlimited accommodation in semi-private room

b) Healthcare Benefits

Annual deductible of \$25 per person or family.

100% Only drugs requiring a prescription will be covered (excludes over-the-counter drugs).

80% Other expenses according to the provisions of the master policies/contracts such as:

- i. Room and board in a licensed nursing home for convalescent or chronic care up to a maximum expense of \$20 per day for a maximum of 120 days per period of disability.
- ii. Emergency transportation by a licensed ground ambulance services to and from the nearest hospital.

iii. Paramedical services of licensed chiropractor, registered massage therapy, osteopath, naturopath, podiatrist, will be reimbursed at 80% up to a maximum \$300 per calendar year for each practitioner (reasonable and customary costs of visits will be considered in evaluating claims).

Paramedical services of licensed physiotherapist will be reimbursed at 80% up to a maximum \$500 per calendar year (reasonable and customary costs of visits will be considered in evaluating claims).

In addition, when medically required by a chiropractor, radiographs will be considered up to a maximum of \$20 per radiograph and up to four (4) per calendar year.

In addition, when medically required by an osteopath, one x-ray will be considered up to a maximum of \$20 per person per calendar year.

No benefits will be paid while the individual is entitled to similar benefits under any provincial health plan.

iv. Trusses, braces, crutches and artificial limbs, etc.

v. Orthopedic shoes up to a maximum of \$175 per annum

vi. Hearing aids device up to a maximum of \$500 per 5 years

vii. Plastic cast

7. VISION CARE

No deductible

\$200/ 24 month per person covered for prescribed eye glasses, contact lenses eye examination and laser eye surgery performed by a licensed ophthalmologist or optometrist.

EFFECTIVE:	1/1/17	1/1/18	1/1/19	1/1/20
	\$210/24	\$215/24	\$220/24	\$225/24

The monthly premium will be entirely paid by the Company.

8. SHORT TERM DISABILITY

a) Term

1 - 1 - 4 - 52 weeks

1st day - Accident

1st day - Hospitalized (or outpatient surgery)

4th day - Sickness

52 - Week period

Short Term Disability (STD) benefits shall be paid as follows: from the first (1) scheduled work day lost due to an accident or illness requiring hospitalization. The same conditions apply when an employee is admitted to the hospital as an outpatient for surgery.

In such a case, the Company will provide the employee with a certificate to be completed and signed by the surgeon that completed the surgery and such certificate should be returned to the Company to be submitted to the insurer.

The STD Benefits will be equal to 70 % of the employee's regular hourly straight time rate of his/her permanent classification in effect on January 1st of each year multiplied by the number of

hours of his/her regular schedule, for each scheduled workday lost due to total disability payable up to a maximum of five (5) days a week and fifty-two (52) weeks a year.

The maximum benefit is \$575.00.

However, if the maximum E.I. benefit is greater than the above maximums, the maximum E.I. benefit will apply as the maximum benefit payable.

This will be integrated with other negotiated and disability benefit. No benefit will be payable for sickness or accident that occurs during vacation. However, if sickness occurs so that the waiting period is covered during that period of vacation, the benefit will be paid the first day the employee would have normally scheduled to return to work.

Benefits will cease upon employee reaching his/her 65th birthday or upon termination.

The cost of this benefit will be completely paid by the Company.

b) Joint committee on Claims Review

A Joint Committee will be established consisting of two (2) members of the Local Union and two (2) members of Management.

This Committee shall deal with cases where there is a disagreement between an employee submitting a claim and the insurer.

Said Committee will meet within (five) 5 working days of the final decision from the insurance company. However, before any meeting can be scheduled, the employee will have to provide the Company with a waiver to allow and discharge the insurer and/or

the company to release and disclose all information pertaining to the claim to the members of the Committee.

If necessary, the National Representative of C.E.P. and a Company representative may attend said meeting.

If a disagreement persists, the employee shall have access to the grievance procedure as referred to in Article 9.

9. LONG TERM DISABILITY (LTD)

Subject to the other provisions of the Master Policy/Contract, the LTD plan will be amended as follows and the cost will be totally paid by the Company.

Eligible Employees: Regular employees who have completed their probation period.

Waiting Period: Fifty-two (52) weeks.

Maximum Monthly Benefits: 50 % of the monthly earnings based on the regular hourly straight time rate of his/her permanent classification, excluding overtime, in effect on January 1st prior to his/her disability (i.e. hourly rate x 2080 / 12 x 50%).

The monthly maximum benefit will be \$2300.00.

Increase maximum monthly benefit will only apply commencing on, or after, the effective date of the change.

Integration: Subject to integration with other disability government benefits.

Duration of Benefits: Benefits will be payable for a maximum period not exceeding the employee's service at the onset of disability.

Benefits will cease when the employee becomes eligible for an unreduced pension, provided the total amount of pension and bridge benefit is higher than the LTD benefits payable to the employee.

This will apply to active employees who can retire voluntarily with an unreduced pension at age 58.

Definition of Total Disability: "Totally disabled" means:

- a) **For STD and the first 12 months of LTD:** a state of incapacity which is due to bodily injury or sickness, preventing the employee from performing the duties of his/her normal occupation.
- b) **After the first 12 months of LTD:** wholly and continuously disabled by sickness or accidental bodily injury which prevents the employee from engaging in any occupation for which he/she is or may become fitted by education, training or experience.

This is as stipulated in the Master Policy/Contract.

10. MEDICAL CERTIFICATES

Physician's fees for the preparation of additional medical certificates requested by the insurer for claims under the STD and LTD plans will be reimbursed up to a maximum of \$50 per certificate. This reimbursement of fees will not apply to the original medical certificates or for routine supplementary reports that must be completed to extend the period of benefits.

The premium shall be paid by the Company.

11. DENTAL BENEFITS

No deductible

a) Dental fee guide

On January 1st of each year of the labour agreement, Ontario dental fee guide used to reimburse eligible expenses will be updated to the guide in effect one year before the date the treatment is rendered.

b) Benefit maximum

\$1,500/ lifetime for orthodontics

\$1,500/ year for all other expenses

c) The Company's maximum contribution is:

\$24.00 for single coverage

\$48.00 for family coverage

12. GENERAL CONDITIONS

a) In view of the above improvements, the five-twelve (5/12) Employment Insurance premium reduction shall be retained by the Company.

b) Continuation of coverage

It is the employee's responsibility to complete the required forms for the continuation of his/her coverage before the beginning of the absence after he/she has been informed by the Company

i) During a leave of absence: (other than maternity and Union business)

Life Insurance, Hospitalization, Healthcare, Visioncare and Dentalcare coverage can be maintained provided the employee agrees to pay the full premiums and this for a period of three months.

- ii) During a maternity Leave:
Life Insurance, Hospitalization, Healthcare, Visioncare and Dentalcare coverage can be maintained provided the employee continues to pay his/her premiums he/she was paying while at work, if any.

- iii) During a Parental Leave:
Employee on a parental leave will be entitled to maintain coverage for benefits other than short term and long term disability benefits by paying the entire premium. Coverage can be maintained for a period not exceeding the parental leave period as defined in the provincial legislation.

- iv) During a period of lay-off:
Regular employees on lay-off will be entitled to maintain coverage for benefits other than short term and long term disability benefits by paying the entire premium. Coverage can be maintained for a period not exceeding six (6) months.

- v) During a period of disability:
During the first twelve (12) months of disability due to sickness or accident, insurance coverage will be maintained provided the employee continues to pay his/her premiums he/she was paying while at work, if any.

If total disability persists after such period of twelve (12) months, all benefits will cease except Life Insurance and Healthcare provided the employee agrees to pay the full premiums. However, if a waiver of premiums is granted to the employee, no premiums will be required for Life Insurance. This coverage can be maintained for a maximum period of five (5) years.

c) Benefits upon Retirement

i) Death benefits

An amount of \$10,000 will be paid to the employee/retiree's beneficiary.

ii) Healthcare Benefits

An employee can maintain his/her healthcare coverage provided he/she pays the entire premium. At age 65, coverage for all drugs will be terminated.

iii) All other benefits are terminated.

d) Benefits after age 65 while still actively employed

Employees who will continue working beyond their 65th birthday will be covered for the following benefits:

i) Life insurance

The life insurance amount will be reduced to \$10,000 and premiums will be paid by the Company.

ii) Healthcare Benefits

Healthcare (other than drugs), vision and dental care benefits will be maintained provided the employee continues to pay his share of the premiums.

iii) All other benefits are terminated.

e) New underwriter

During the life of this agreement, the Company will maintain all benefits covered by Appendix "B" without restriction to the Company to elect a new underwriter.

EXHIBIT B-2
DENTAL PLAN

The services provided under this plan are divided into three categories:

CATEGORY A- Basic Treatment
(Preventative diagnostic and routine treatments)

CATEGORY B - Major Treatments
(Major restorative treatments and prosthesis)

CATEGORY C - Orthodontic treatments

DEDUCTIBLE

No deductible shall apply to the eligible expenses incurred during one or any calendar year.

PAYMENT OF BENEFIT

The plan provides reimbursement of 100% for Basic Treatments, 50% for Major Treatments and 50% for Orthodontic Treatments, deemed necessary and incurred while the employee is insured. On January 1st of each year of the Labour Agreement, the Ontario Dental Fee guide used to reimburse eligible expenses will be updated to the guide in effect one year before the date the treatment is rendered.

MAXIMUM AMOUNT

Basic and Major Treatments combined:

\$1,500 per person per calendar year.

Orthodontic Treatments:

\$1,500 per person per lifetime.

A – BASIC SERVICES

Only those treatments listed below are eligible:

Diagnostic: All the necessary procedures to assist the dentist in evaluating the existing conditions and the dental care required. These services include:

- a) Examinations and consultations.
- b) Roentgenology and pathological reports as required by the attending Dentist.
- c) Full Mouth x-ray not more often than once every 24 month period.
- d) Bite-wing x-ray once ever 6 months.

Preventive therapy:

- a) Prophylaxis (cleaning and scaling of teeth) once every 6 months. This treatment is eligible if performed by a dentist, or Dental Hygienist under the direct supervision of a Dentist.
- b) Typical anti-cariogenic applications, once every 6 months. This treatment is eligible if performed by a dentist, or a dental hygienist under the direct supervision of a dentist.
- c) Space maintainers: when placed primarily to maintain space and not for orthodontic purposes and provision of habit breaking appliances.
- d) Injections of antibiotic drugs by the attending Dentist.

Oral surgery:

Extractions and other surgical procedures normally performed by a dentist, including pre and postoperative care.

Minor Restorative Dentistry:

Procedures to restore the natural teeth to normal function restricted to amalgam, silicate, plastic, synthetic porcelain and composite fillings.

Endodontics:

Necessary procedures for treatment of pulpally involved teeth, including non-vital teeth and root canal therapy.

Periodontics:

Procedures necessary for the treatment for the soft tissue and the bone surrounding and supporting the teeth.

B – MAJOR SERVICES

Only those treatments listed below are eligible:

- a) The creation of an initial removable partial or complete denture.
- b) The replacement of an existing removable partial or complete denture only under the circumstances set out below.
 - 1. If the existing denture cannot be made serviceable.
 - 2. If the existing denture is temporary and is replaced with a permanent denture within 12 months of the date the temporary denture was installed.
- c) The repairing of an existing denture.
- d) Service of a licensed denturist when practicing within the scope of his/her license.

C – ORTHODONTIC TREATMENT

The only treatment eligible is necessary dental treatment, which has as its objective, the correction of malocclusion of the teeth.

EXCEPTIONS AND LIMITATIONS

No payments will be made for claims resulting from:

- a) Intentional self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane.

- b) Any disability for which the insured person is entitled to indemnity or compensation under any Workers Compensation Act.
- c) Examination required for use of a third party.
- d) Charges levied by a Physician or Dentist for his/her time spent traveling, broken appointment, his/her transportation cost for advice given by him by telephone or other means of telecommunication.
- e) Cosmetic surgery or treatment (when so classified by the Insurer) unless such surgery or treatment is for accidental injuries and commences within 90 days of an accident.
- f) Injury resulting directly or indirectly from insurrection, war service in the armed forces of any country or participation in a riot.
- g) Services or treatment payable by a government under any government plan of insurance, or services or treatment insurable only by a government under any government plan of insurance.
- h) Dental treatment received from a dental or medical department maintained by an employee, an association or a labour union.
- i) The replacement of an existing appliance which has been lost, mislaid or stolen.
- j) Services and supplies rendered for full mouth-re-construction, for a vertical dimension correction, or for a correction of Temporal Mandibular Joint Dysfunction.

In the event that optional procedures are possible, the procedure involving the lowest fee that is consistent with good dental care will be considered as the eligible expense.

PENSION PLAN

MEMORANDUM OF AGREEMENT

between

KRUGER PACKAGING L.P.

and

UNIFOR LOCAL 1646

PENSION PLAN FOR HOURLY-PAID EMPLOYEES AT THE PACKAGING DIVISION BRAMPTON, ONTARIO

AMENDMENTS TO THE PENSION PLAN

The Company agrees to amend the Pension Plan for Hourly-Paid Employees at the Packaging Division Brampton, Ontario (hereinafter referred to as “Pension Plan”) subject to the approval of Revenue Canada and the Financial Services Commission of Ontario (FSCO).

Unless otherwise specified, the following amendments will become effective September 16, 2010 and will cover only unionized employees who were active participants on the effective date, as well as all new employees who will join the pension plan thereafter.

The pension plan and its amendments, as agreed upon during the 2010 negotiations, will not be subject to any changes for the duration of the labour agreement coming into effect on September 16, 2010, except as stated below or if required by government authorities.

The following defined benefit provisions apply only to those employees hired prior to June 15, 2011.

1) NORMAL RETIREMENT PENSION

- a) For service before January 1, 1990 the member shall be entitled to a monthly pension calculated as follows:

13.50 multiplied by his/her number of years credited service prior to January 1, 1990.

- b) For service after December 31, 1989 but prior to January 1, 1996, the member shall be entitled to a monthly pension calculated as follows:

1/12th of 50% of the member's required contributions made after December 1989, but before January 1, 1996.

- c) For service after December 31, 1995, but prior to January 1, 2000, the member shall be entitled to a monthly pension calculated as follows:

1/12th of 40% of the member's required contributions made after December 1995, but before January 1, 2000.

- d) For service after December 31, 1999, the member shall be entitled to a monthly pension calculated as follows:

i) 1.4% of that portion of his/her earnings up to the Yearly Maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan, plus.

ii) 2.0% of that portion of his/her total earnings in excess of the YMPE for the year. Divided by 12

2) TEMPORARY BENEFIT FORMULA

However, an active member retiring on his/her Normal Retirement Date on or after September 16, 2010 and before the expiry of the current Collective Agreement, shall receive a month pension for his/her years of credited service after December 1989, equal to the greater of the amount calculated in subsection 1 and:

1.70% of the member's average monthly earnings over his/her best five years of earnings preceding his/her retirement, multiplied by his/her number of years of Contributory Credited Service between January 1, 1990 and his/her date of retirement;

Earnings for pension calculation purposes under this subsection 2 shall correspond to regular earnings; it excludes overtime, taxable benefits, call-back pay, attendance allowances, special payments, benefits or any other payments of this nature.

Effective January 1, 2000, in the event that the member's earnings used to calculate his average monthly earnings do not reflect a normal schedule of hours due to accident or sickness for which he is or would be entitled to disability benefits under the Company plans, the member's earnings for these periods of absence will be adjusted based on the regular hourly rate of the employee in effect at the onset of the disability, as described in the applicable collective agreement.

3) EARLY RETIREMENT

- a) An active member of age 58 or over retiring early on or after January 1, 1990, after completion of at least 20 years of continuous service shall be entitled to benefits calculated as for normal retirement pension but based on his/her years of credited service and earnings up to his/her early retirement date.

- b) An active member under age 58 retiring early on or after January 1, 1990, after completion of at least 20 years of continuous service shall be entitled to a portion of the pension that would have been payable had he/she retired on his/her normal retirement date, and based on his/her years of credited service and earnings up to his/her retirement date. The portion of the pension payable shall vary according to the member's age at the time of his/her early retirement as follows:

<u>Age</u>	<u>% Payable</u>
57	92
56	84
55	76

4) BRIDGING SUPPLEMENT

Any active member who elects to retire early and has attained age fifty-eight (58) and completed at least twenty (20) years of continuous service, shall be entitled to a bridging supplement in addition to his/her pension benefit. This bridging supplement is equal to:

- i) Thirty dollars (\$33) per month multiplied by the number of his/her full years of Credited Service up to a maximum of thirty (30) years (with no proportionate allowance for a fraction of a year), with the thirty dollars (\$33) reducing to sixteen dollars (\$16) per month from the first of the month immediately following his/her sixtieth (60th) birthday.

The bridging supplement will commence on the early retirement date and will cease with the payment made on the first day of the month during which the member reaches age sixty-five (65) or dies, whichever is earlier.

5) MAXIMUM PENSION

The total basic monthly pension calculated in accordance with the provision of the Pension shall not exceed 1/12th of the lesser of a) and b) below:

- a) 2 % of the member's average annual earnings calculated during his/her best five consecutive years of earnings; and
- b) \$1,722 multiplied by the number of his/her years of credited service

6) ENROLMENT IN THE PLAN

- a) Any employee shall enroll on the first day of the month following completion of 12 month of continuous service.
- b) Before enrolling in the Pension Plan, an employee shall sign the enrollment form provided to him/her by the Administrator. This form includes an authorization for payment of contributions to the Pension Plan through payroll deductions, a beneficiary designation or, if applicable, the name of the new beneficiary as well as any required information, such as a birth certificate of the member or of the Joint Survivor, if any.

7.) MEMBER'S REQUIRED CONTRIBUTION

- a) Each member, during his membership in the plan shall contribute to the pension plan an amount equal to 6.5 % of his/her pensionable earnings for the year.
- b) A member's contributions shall be deducted directly from his/her salary and shall be deposited monthly into the Pension Fund.
- c) No employee shall withdraw his/her contributions from the Pension Plan as long as he/she is actively employed by the Company.
- d) A member shall not be entitled to a refund of his/her contribution to the Pension Plan during a layoff period, except if his/her recall rights have expired according to the Collective Agreement.

- e) **Credited Interest:** The annual rate of interest credited for a given year shall be equal to the average yield of Cansim series B14045 (as reported in the Bank of Canada Review) over the preceding calendar year.

8) DEATH BEFORE RETIREMENT

- i) With less than 2 years credited service:

Upon the death of a member who has not accumulated at least 2 years of credited service, his/her beneficiary is entitled to receive a lump sum payment equal to the member's accumulated contributions with interest.

- ii) With at least 2 years of credited service:

Upon the death of a member who has accumulated at least 2 years of credited service, his/her spouse (if no spouse, his/her beneficiary) is entitled to receive the commuted value of the member's deferred pension for credited service after January 1, 1987. The member's deferred pension is calculated as if the member had terminated his/her employment instead of dying.

In addition, the member's spouse (if no spouse, his/her beneficiary) is entitled to a lump sum payment equal to the excess, if any, of the member's accumulated required contributions over 50% of the benefit referred to in the preceding paragraph.

9) TERMINATION OF EMPLOYMENT

- i) With less than 2 years of credited service:

A member whose employment with the Company is terminated and who has less than 2 years of credited service is entitled to a refund of his/her contributions accumulated with interest.

- ii) With 2 years credited service:

A member whose employment with the Company is terminated after completion of at least 2 years of credited service is entitled to a monthly deferred pension payable from his/her normal retirement date calculated as a normal retirement pension but based on his/her years of credited service from January 1, 1987 and also his/her earnings up to his/her date of termination of employment. In addition, the member is entitled to a lump sum payment equal to the excess, if any, of his/her required contribution over 50% of the commuted value of the deferred pension referred to in the preceding paragraph.

iii) With 10 years of continuous service and attainment of age 45:

A member whose employment with the Company is terminated after attainment of age 45 and completion of 10 years of continuous service is entitled to a monthly deferred pension payable from his/her normal retirement date calculated as a normal retirement pension but based on his/her years of credited service up to January 1, 1987 and his/her earnings up to his/her date of termination of employment.

Upon the member's request, the deferred pension to which a member may be entitled to under the preceding subparagraphs ii) and iii) can become payable within a 10-year period preceding the member's normal retirement date. However, the pension payable prior to a member's normal retirement date shall be reduced on an actuarial equivalent basis.

Upon a member's termination of employment prior to age 55 he/she may request the Company to pay an amount equal to the commuted value of his/her deferred pension,

- to another registered pension plan
- to a locked-in registered retirement savings plan, or
- to purchase a prescribed annuity with an insurance carrier.

10) DEFINITIONS AND GENERAL PROVISIONS

Effective January 1, 2000, periods during which a plan member is entitled to receive benefits under a disability program maintained by the Company, or would be entitled to such disability benefits if he had not been entitled to Workplace Safety and Insurance Board benefits or any other government plan will also be included in Contributory Credited Service.

11) JOINT COMMITTEE

a) Setting-up of the Joint Committee

- i) A Joint Committee shall be set up and shall be comprised of seven members: four appointed by the Company, including the committee president, and three by the Union representing the employees participating in the Pension Plan, including the national representative appointed by the Union. The Company Shall also appoint a secretary to keep track of the activities and minutes of the meetings of the Joint Committee.
- ii) The Company shall designate three substitute members to replace any of the three members appointed by the Company which may not be present at a committee meeting, except the committee president. In addition, the Union shall designate their respective deputy members.
- iii) During any meetings held by the Joint Committee, quorum shall be reached when five members are present, including necessarily the president, two other members appointed by the Company and two members appointed by the Union. The president shall have a casting vote in any meetings held by the Joint Committee.

b) Assignments of the Joint Committee

The Joint Committee shall have the following assignments:

- i) Encourage members to familiarize themselves with and understand the Plan;
- ii) Review, at least once a year, financial, actuarial and administrative aspects of the Pension Plan.

b) Information

The Company shall provide the Joint Committee with the information necessary to fulfill its duties.

12) PLAN TEXT

The other rules defined in the Pension Plan presently in force remain unchanged.

This agreement document is only a summary of the new provisions that will be included in the Pension Plan for hourly Paid Employees at the Packaging Division - Brampton, Ontario (10 Pedigree Court). For interpretation purposes, only the rules of the Pension Plan shall apply.

13) DEFINED CONTRIBUTION PLAN

The following defined contribution provisions apply only to those employees hired on or after June 15, 2011:

Under this new plan the employees and the company will each contribute 5% of regular earnings to the plan (total 10%). Participation in the plan is mandatory.

Eligibility and vesting conditions under the defined contributions plan are the same as the ones applicable under the defined benefit plan.

APPENDIX "C"
LINES OF PROGRESSION

MAINTENANCE DEPARTMENT

ELECTRICIAN ELECTRONIC
Certified

MILLWRIGHT/ ELECTRICIAN
Dual Certificates

MECHANIC "A" MILLWRIGHT
MAINTENANCE ELECTRICIAN
Certified

MECHANIC 1ST CLASS

Additional Personnel reporting to Maintenance Department:

Plant Custodian, Stores Clerk,

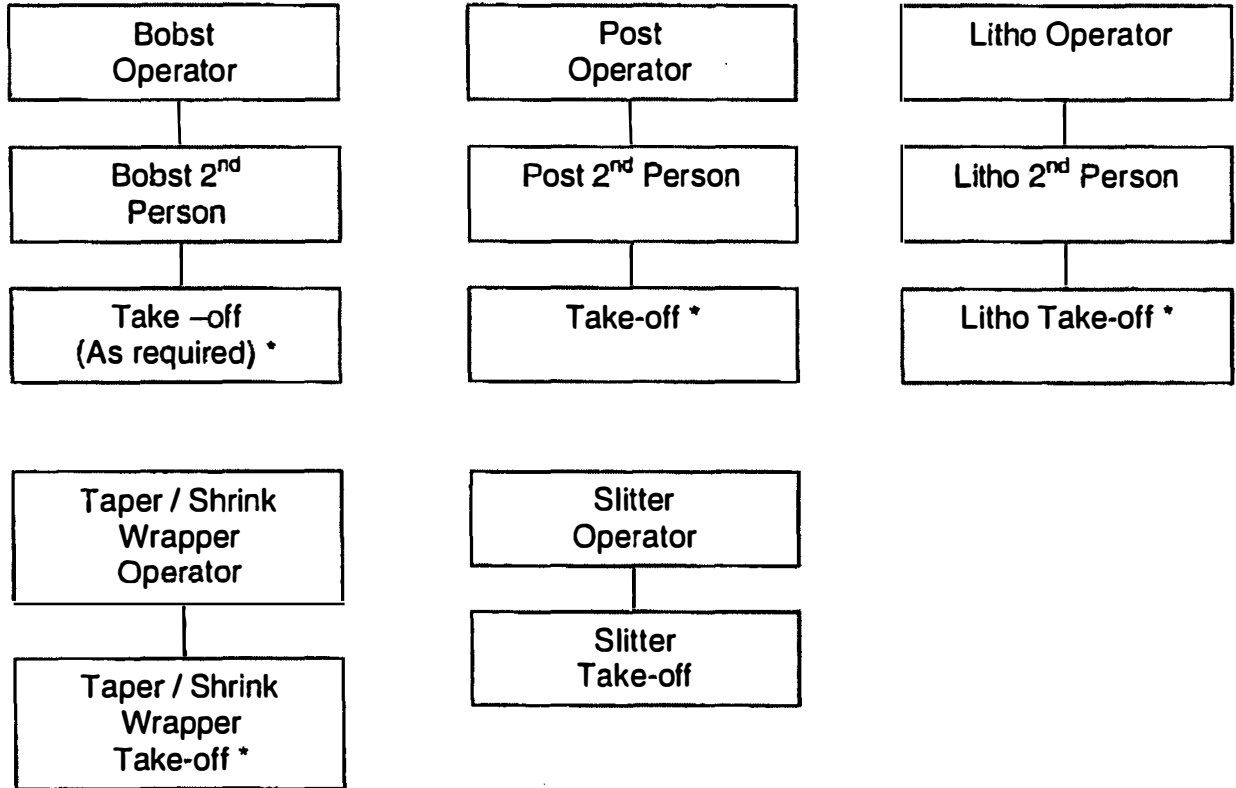
* Job Posting

Tool Allowance (Maintenance Department Only):

The Company will replace any approved tools broken in the course of an employee performing their job providing there is no evidence of neglect present. In the case where tools have to be replaced by reason of the adoption of the metric system such tools will be replaced at no cost to the employees.

APPENDIX "C"
LINES OF PROGRESSION

FINISHING DEPARTMENT



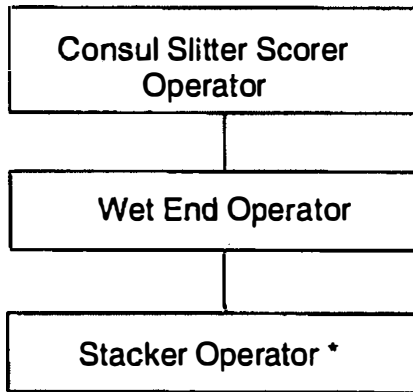
General Helper Plant *

Trucker Plant *

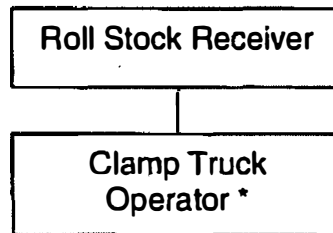
As it applies to the trucker position, if a vacancy arises on a preferred shift on permanent basis, the position will be offered on seniority basis providing that they have the ability required to perform the job.

*** Job Posting**

APPENDIX "C"
LINES OF PROGRESSION
CORRUGATOR DEPARTMENT



CLAMP TRUCK

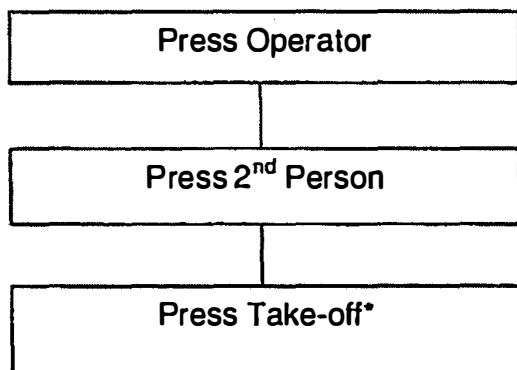


Baler Operator *

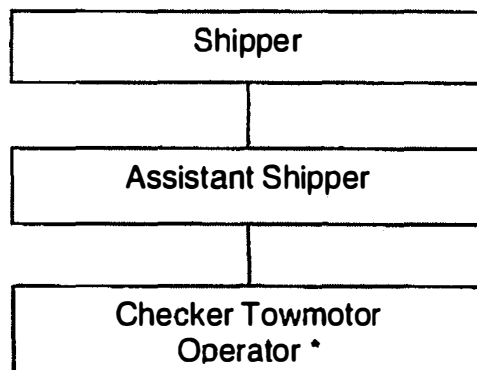
*** Job Posting**

APPENDIX "C" LINES OF PROGRESSION

PRESS DEPARTMENT

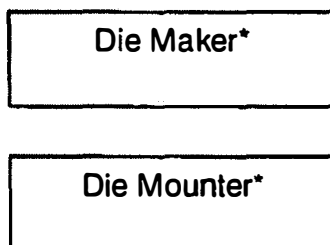


SHIPPING DEPARTMENT



Palletizer Auto *

DIE ROOM DEPARTMENT



*** Job Posting**

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION

and

UNIFOR UNION, LOCAL 1646

CONTRACTING OUT

The Company agrees not to contract out work presently performed by members of the bargaining unit to the extent that employees presently employed are deprived of a job or by so doing would create an immediate lay-off.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION

and

UNIFOR UNION, LOCAL 1646

COMPENSABLE ACCIDENT

Where there is a question to whether or not an illness or accident is compensable and no payment is forthcoming under W.S.I.B., pending resolution of the case, the employee may apply for STD benefits under the Company Plan within 90 days.

According to the terms of the master policy/contract, the employees shall submit a STD form. A "Reimbursement Agreement" form is also to be signed. Upon receipt of the income benefits from W.S.I.B., the employee shall reimburse in full the amount received from the insurer.

In the event the claim is refused by W.S.I.B., the insurer will then evaluate its responsibility towards the disability of the claimant, according to the terms of the master policy/contract with the employer.

Should the claim also be refused by the insurer, the employee will then be required to reimburse the income benefits received from the STD plan, either by deductions from his pay or by any other arrangements made with the employer.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION
and

UNIFOR UNION, LOCAL 1646

WEEKEND WORK (HOURS OF WORK)

Once the Company has exhausted the normal hours available in a five-day operation and requires more than two additional eight-hour shifts, notwithstanding the provisions of the Collective Labour Agreement and more specifically clause 8-08, and article 12 (Overtime), the Company will schedule week-end shifts as per the following:

1. The normal work week will remain Monday to Friday and the Company will schedule weekend shifts on Saturday and Sunday as follows:
 - a. Saturday 7:00 am to 7:00 pm and Sunday 7:00 am to 7:00 pm.

AND/OR

- b. Friday 11:00 pm to Saturday 11:00 am, Saturday 11:00 am to 11:00 pm, Saturday 11:00 pm to Sunday 11:00 am and Sunday 11:00 am to 11:00 pm.
2. At all times, when "Weekend Work" is required, the Company will post a schedule at least ten (10) calendar days prior to implementation. Such special schedule will be in effect for a minimum of two (2) consecutive weekends.
3. Crewing requirements will be done through posting and awarded first on the basis of job seniority to ensure that all necessary positions are filled. Failing which, the positions will be awarded on

the basis of plant seniority provided the candidate has the skills and ability to perform the work required. For the first year, such posting will be done within three (3) months from date of ratification and annually in the month of January for subsequent years, so as to allow qualified employees to demonstrate their interest for weekend work. Once the employees have been awarded the weekend positions, this will become their regular shift when required throughout the year. When weekend shifts are not required, employees assigned to the special schedule will return to the normal work week (Monday to Friday) and apply their job seniority rights accordingly.

4. The Company will hire additional employees to replace those regular employees reassigned to weekend work as per section 3 hereabove or to complete the weekend crew(s) if not enough regular employees applied as per section 3 hereabove. Those additional employees will be laid-off with no notice or penalty to the Company when weekend shifts are not required and this notwithstanding layoff provisions of the C.L.A. and more specifically clauses 7-04 (a), 7-04 (b) and 7-05.
5. Temporary vacancies in the normal work week (Monday to Friday) when weekend work is being done, will be filled by an upward movement in the lines of progression.
6. With exception of those employees hired as per section 4 above, regular employees will be exempted from lay-off for a period of three (3) weeks following the temporary interruption of weekend shifts. However, this guarantee does not apply in cases of major breakdowns or Act of God.
7. Those employees hired as per section 4 above, will be paid at straight time for weekend work. Such employees will be entitled to the prevailing rates and will pay Union dues but will not accrue seniority. In addition, those employees will not be entitled to any

benefits and will not have access to the grievance procedure in cases of termination or lay-off.

8. Regular employees assigned to the weekend schedule will be paid on the following basis:

For all work performed between Friday 11:00 pm and Saturday 11:00 pm employees will be compensated as follows: straight time for the first four (4) hours and time and one half for the last eight (8) hours.

For all work performed between Saturday 11:00 pm and Sunday 11:00 pm employees will be compensated as follows: time and one half for the first eight (8) hours and double time for the last four (4) hours.

9. Vacation schedules will be honoured in the application of the weekend shifts. The parties will meet to establish an equitable method for dealing with vacation and holiday pay as well as all other aspects pertaining to benefits, at no additional cost for the Company.
10. It is understood that unforeseen situations could arise in the application of this Letter of Intent. In such cases the parties will meet to resolve these situations at no additional cost to the Company.
11. In order to response to new business, the parties agreed to the following:
 - The parties agreed to discuss alternate cost effective ways of working weekend shifts in a matter of meeting customer needs.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION
and

UNIFOR UNION, LOCAL 1646

SPECIAL PENSION PAYMENT

Employees who are eligible to retire with an unreduced pension will receive a lump sum payment of \$3,000.00 provided they retire within six months of eligibility.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION
and

UNIFOR UNION, LOCAL 1646

OPERATIONAL FLEXIBILITY

All employees in the new plant location (or any location to which the operations at the new location plant are transferred) will be expected to perform basic maintenance activities and assist maintenance personnel as instructed or required.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION

and

UNIFOR UNION, LOCAL 1646

SELF DIRECTED WORK CREWS

The Company expects in the new plant location (or any location to which the operations at the new location plant are transferred) that employees will function with minimal or no supervision as self-directed work crews with responsibilities to achieve reasonable operational requirements.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION

and

UNIFOR UNION, LOCAL 1646

INCENTIVE PROGRAMS

Nothing in this Agreement prevents the Company from introducing incentive or special bonuses programs as a means to improve safety, absenteeism, efficiency, quality, cost, profitability, etc. It is understood that such programs are not to be considered part of this Agreement and the Company reserves the right to introduce, modify or terminate them at any time.

LETTER OF UNDERSTANDING

between

KRUGER PACKAGING L.P. BRAMPTON DIVISION

and

UNIFOR UNION, LOCAL 1646

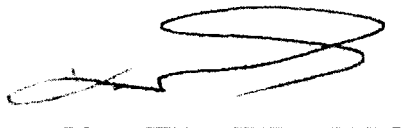
PRESCRIPTION SAFETY GLASSES

Standard industrial safety glasses will be supplied to employees who need, to wear prescription glasses while performing their jobs. The procedure for supply will be as follows:

1. Company will select supplier.
2. Prescription fee is employee's responsibility.
3. The employee may attend the Doctor of his/her choice.
4. Metal frames or tinted glasses are not considered safe and therefore are not covered in this provision.
5. Company will establish the lenses and frame styles available under the provision. The frame and lenses may be upgraded at the employee's own expense subject to the restrictions in 4 above.
6. Company will provide the requisition form with the styles available to the employee before he/she goes to the supply.
7. This benefit will be made available no more than once every two (2) years.

IN WITNESS THEREOF, the parties have signed this Agreement and the attached Letters of understanding by their duly authorized representatives in Brampton on this 11 day of August 2016


FOR THE UNION



Rick Moriarty
President



Fernando Jimenez
Union Vice-President



Keith Meade
Financial Secretary



Patson Ramanathan
Treasurer



Jason Lavers
Recording Secretary



Mike Kachurovski
National Representative
UNIFOR

FOR THE COMPANY



Joe Oleiro
Human Resources Manager



Dania Sabrah
Human Capital Advisor



Michel Melancon
Human Resources General Manager

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