

Collective Agreement between Beachcomber Hot Tubs Inc. and Unifor, Local 114

COLLECTIVE AGREEMENT

Between

BEACHCOMBER HOT TUBS INC.



AND

Unifor, Local 114



January 1, 2015 – December 31, 2017

TABLE OF CONTENTS

ARTICLE 1 – INTENT & PURPOSE	1
Section 1 – Relationship.....	1
Section 2 – Gender.....	1
ARTICLE 2 – BARGAINING AUTHORITY	1
Section 1 – Certificate of Bargaining Authority	1
Section 2 – Bargaining Authority.....	1
Section 3 – Unifor Paid Education Leave	2
Section 4 – Information to Union	2
Section 5 – Plant Chair	3
Section 6 – Shop Stewards.....	3
Section 7 – Union Orientation.....	3
Section 8 – Protection of Bargaining Unit Work	4
ARTICLE 3 - UNION SECURITY	4
Section 1 – Posting of Agreement	4
Section 2 – Check-off	4
Section 3 – Union Shop	4
Section 4 – Deduction of Dues	4
Section 5 – Union Dues on T-4 Slips	5
Section 6 – Contracting Out	5
ARTICLE 4 – MANAGEMENT RIGHTS	5
Section 1 – Management Rights.....	5
ARTICLE 5 – NO STRIKES AND LOCKOUTS	5
Section 1 – No Work Stoppages	5
ARTICLE 6 - ADMINISTRATION OF DISCIPLINE	5
Section 1 – Just Cause	5
Section 2 – Representations During Investigative or Disciplinary Meetings	6
Section 3 – Disciplinary Notices	6
Section 4 – Access to Personal Files	6
Section 5 – Signing Acknowledgement.....	7
Section 6 – Removal of Discipline from Employees Files	7
Section 7 – Suspension and Dismissal Procedures.....	7
Section 8 – Time Limit for Imposition of Discipline	8
Section 9 – Letter of Discussion	8
Section 10 – Suspension or Discharge of Union Representative	8
ARTICLE 7 – REPRESENTATION	8
Section 1 – Plant Visitations.....	8
Section 2 – Shop Stewards.....	9
Section 3 – Production of Records	9
ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION	9
Section 1 – Purpose	9
Section 2 – Time Limits	9
Section 3 – Grievance Procedure	10
Section 4 – Formal Arbitration Process	12
Section 5 – Arbitrator's Decision	12
ARTICLE 9 – SENIORITY	13
Section 1 – Seniority Defined	13
Section 2 – Probation.....	13
Section 3 – Regular Employee	13
Section 4 – Lay-offs.....	13
Section 5 – Bumping	14

Section 6 – Recall	15
Section 7 – Loss of Seniority.....	16
Section 8 – Seniority Lists	16
Section 9 – Severance	17
ARTICLE 10 – JOB POSTINGS	17
Section 1 – New Hires	17
Section 2 – Permanent Job Postings.....	17
Section 3 – Temporary Job Postings.....	18
Section 4 – Trial Periods in Category 2 and Production Support.....	18
ARTICLE 11 – SENIORITY WHILE OUT OF BARGAINING UNIT	18
Section 1 – Promotion to Non-Supervisory Position	18
Section 2 – Relief Supervisors	19
ARTICLE 12 – LEAVES OF ABSENCE.....	19
Section 1 – General Leave	19
Section 2 – Benefit Continuation	19
Section 3 – Being Employed Elsewhere	19
Section 4 – Compassionate Leave	20
Section 5 – Union Leave	20
Section 6 – Lay-Off During Leave of Absence	20
Section 7 – Pregnancy Leave	20
Section 8 – Parental Leave	21
Section 9 – Bereavement Leave	21
Section 10 – Jury Duty.....	21
Section 11 – Family Responsibility Leave	22
Section 12 – Adoption Leave.....	22
ARTICLE 13 - GENERAL.....	22
Section 1 – Injury at Work.....	22
Section 2 – Pay for Time.....	22
Section 3 – Savings Clause	23
Section 4 – Negotiations for Replacement of Articles Held Invalid	23
Section 5 – Training	23
Section 6 – Flex Work Multi-Skilled Training Program.....	23
Section 7 – Time off to Vote.....	24
Section 8 – Lockers	24
Section 9 – Protection of Rights	24
Section 10 – Picket Lines	25
Section 11 – No Strike or Lockout	25
Section 12 – Filing Cabinet for Union	25
Section 13 – Technological Change	25
Section 14 – Transfer of Ownership	26
ARTICLE 14 – MEDICAL EXAMINATION	26
Section 1 – Medical Examination	26
Section 2 – Compensation Sickness Coverage	27
ARTICLE 15 - HEALTH AND SAFETY.....	27
Section 1 – Health and Safety Committee	27
Section 2 – Workers’ Compensation Board	29
Section 3 – Information for the Committee	29
Section 4 – Education and Training	29
Section 5 – Right to Accompany Inspectors.....	30
Section 6 – National Day of Mourning	30
Section 7 – Duty to Accommodate	30
Section 8 – Sanitary Conditions.....	30

Section 9 – First Aid Supplies	30
Section 10 – First-Aid Attendant	31
Section 11 – Protective Equipment	31
Section 12 – Coveralls	31
Section 13 – Boot Allowance.....	31
Section 14 – Right to Refuse Unsafe Work	32
ARTICLE 16 - VACATIONS	33
Section 1 – Vacation Entitlement	33
Section 2 – Vacation Closure.....	33
Section 3 – Other Vacation Requests	33
Section 4 – Other Vacations Scheduled.....	34
Section 5 – Accrued Vacation	34
ARTICLE 17 - GENERAL HOLIDAYS	34
Section 1 – Entitlement.....	34
Section 2 – Recognized Holidays	35
Section 3 – Holiday falling on a Regular Day of Rest.....	35
Section 4 – Work on a General Holiday	35
Section 5 – New General Holiday	35
Section 6 – Holiday falling on a Scheduled Vacation Closure.....	35
ARTICLE 18 - HOURS OF WORK	35
Section 1 – Guarantee of Hours	35
Section 2 – Normal Work Day/Week (8 hour shifts).....	36
Section 3 – Normal Work Day/Week (10 hour shifts).....	36
Section 4 – Shift Selection	36
Section 5 – Shift Premiums	36
Section 6 – Lunch Breaks.....	37
Section 7 – Rest Period	37
Section 8 – Clean-up Period	37
Section 9 – Reporting Allowance	37
Section 10 – Call Back Pay.....	37
Section 11 – Ready for Work.....	37
ARTICLE 19 - OVERTIME.....	37
Section 1 – Authorization.....	37
Section 2 – Distribution for Scheduled Overtime	37
Section 3 – Unscheduled Overtime	38
Section 4 – Overtime on Eight Hour Shifts	39
Section 5 – Overtime on Ten (10) Hour Shifts	39
Section 6 – General Holiday	39
ARTICLE 20 – HEALTH & WELFARE	39
Section 1 – Eligibility	39
Section 2 – MEDICAL SERVICES PLAN	39
Section 3 – Coverage & Payment of Premiums Cease	39
Section 4 – Change to Insurance Carrier.....	40
ARTICLE 21 - WAGES	40
Section 1 – Pay Day.....	40
Section 2 – Working in a Different Category	40
Section 3 – Wage Rates.....	41
Section 4 – New or Change Job Classification	41
Section 5 – Job Band Descriptions are as follows:	41
Section 6 – Red Circle Rates	42
Section 7 – Premiums	43

ARTICLE 22 – WORKPLACE HARASSMENT	43
Section 1 – Harassment Free Workplace	43
Section 2 – Harassment Is Not	44
Section 3 – Filing a Complaint	44
Section 4 – Investigation	44
Section 5 – Resolution	44
Section 6 – Right to Refuse	46
Section 7 – Oversight	46
Section 8 – Confidentiality	46
Section 9 – Transfer of Offender	46
Section 10 – Zero Tolerance for Violence or Threats of Violence in the Workplace.....	46
ARTICLE 23 - TERM OF AGREEMENT	47
Section 1 – Term of Agreement.....	47
Section 2 – After Expiry.....	47
Section 3 – Section 50 of the Labour Relations Code.....	47
Section 4 – Force Majeure	47
APPENDIX "A"	49
CANADA-WIDE INDUSTRIAL PENSION PLAN	49
APPENDIX "B"	51
BEACHCOMBER MEDICAL BENEFIT PLAN (BCMP) Standard Life Class 108 Union, Policy 14805	51

Collective Labour Agreement

Between

BEACHCOMBER HOT TUBS

(hereinafter referred to as "the Company" or "the Employer")

and

Unifor, Local 114

(hereinafter referred to as "the Union")

ARTICLE 1 – INTENT & PURPOSE

Section 1 – Relationship

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the Employer's business. This Agreement shall be regarded as a complete and specific statement of the relationship between the Employer and the Union.

Section 2 – Gender

For the sake of simplicity, where the masculine term is used throughout this Agreement it is understood to include both male and female genders.

ARTICLE 2 – BARGAINING AUTHORITY

Section 1 – Certificate of Bargaining Authority

The Company agrees to recognize the Union as the sole bargaining agent for:

- (a) Employees and categories of employees referred to in the Certificate of Bargaining Authority held from time to time by the Union.
- (b) It is agreed that neither party to this Agreement will enter into any agreement or contract with employees which conflicts with the terms and provisions of this Agreement.

Section 2 – Bargaining Authority

All members of the Union shall receive a copy of this Agreement which is binding on Management, the Union and employees. The Union shall be responsible for the printing of the Collective Agreement and the Company will share the printing costs equally. Copies of the Agreement will be available to employees at the successful completion of the probationary period.

Section 3 – Unifor Paid Education Leave

The Company agrees to pay on a monthly basis into a special fund three (0.03¢) cents per hour, per employee for all straight time hours worked for the purpose of providing educational leave. The purpose of such a leave will be to upgrade employee skills in all aspects of trade Union functions. Such monies will be paid into a trust fund established by the National Union, Unifor, and forwarded by the Company to:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, Ontario M2H 3H9

The Union will notify the Company in writing four (4) weeks in advance of the requirement for time off for any employee to attend training. It is understood that the operational requirements of the Company are paramount importance. Provided the operational requirements for the Company are met, the Company agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for up to a maximum of twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority. As per Article 12, Section 2, employees on Leave of Absence in excess of two (2) weeks may continue their benefits coverage by paying for the entire premium costs for the duration of the leave.

Section 4 – Information to Union

The Company will supply the Plant Chair and the Local Representative with the following information at the end of each calendar month:

- a. employees who acquired seniority;
- b. employees transferred into or out of the bargaining unit;
- c. employees on leave absence beyond seven (7) calendar days;
- d. employees on Workers' Compensation; and the date of occurrence;
- e. employees on light duties, modified work, or other accommodations;
- f. employees on lay-off;
- g. employees who have been disciplined, suspended, discharges or who have quit;
- h. Any changing in Managers, who deal with the Union,
- i. Names, addresses, telephone numbers of each employee in the bargaining unit, date of hire, classifications, hourly rate, and any

premiums. Email addresses the Company has on file shall also be provided.

Section 5 – Plant Chair

- (a) The Company shall recognize one (1) Plant Chair from among the bargaining unit employees and the Company shall not discriminate against the Plant Chair for lawful Union activity. The Plant Chair shall be elected by the membership.
- (b) The Company agrees to provide to the Plant Chair or their designate any data or materials from the payroll system upon request, to determine the pay rates and hours worked by various employees covered by the agreement, within a reasonable time frame. This data and material shall not be removed from the office.
- (c) The Plant Chair shall be provided with copies of all bulletin board notices.

Section 6 – Shop Stewards

- (a) The Union shall elect and the Company shall recognize Shop Stewards and the Company shall not discriminate against them for lawful Union activity. The role of the Shop Stewards shall be to work with the Plant Chair in administering the Collective Agreement, to assist in the reporting and resolution of all grievances, to advise employees with respect to Union issues, and to represent employees in investigative or disciplinary proceedings.

The Shop Stewards shall be permitted reasonable time, upon request, to investigate, present and process grievances on the Company's property and to attend investigative and disciplinary meetings on behalf of employees without loss of time or pay during his or her regular working hours. Requests for such time for Union business during working hours shall be subject to operational requirements but in any event shall not be unreasonably denied. Such time spent in handling grievances during their regular working hours shall be considered working hours in computing overtime if within the regular schedule of the Shop Steward.

- (b) The Shop Stewards shall be permitted to take up grievances during working hours without loss of regular straight time pay. If the Company requests a meeting with Shop Stewards after normal scheduled work hours, overtime rates shall be paid. Meetings will be held in the morning whenever possible.

Section 7 – Union Orientation

The Company will regularly consult with the Plant Chair (or designate) to ensure that new employees are scheduled to privately meet during their first seven (7) days with the Plant Chair (or designate) and the Union Co-Chair of the Safety Committee (or designate) during working hours and without loss of pay for fifteen (15) minutes per employee for the purpose

of handing them a copy of the Collective Agreement and to conduct a presentation on Union affairs and safety issues.

Section 8 – Protection of Bargaining Unit Work

- (a) All work involved in the production of hot tubs, and the storing, handling, shipping and receiving of merchandise or other goods and materials shall be carried on by Company Union employees who are members of the Unifor Union, in the categories covered in this Collective Agreement.
- (b) Management and Non-Union employees not in the bargaining unit shall not perform bargaining unit work on the production of hot tubs, storing, handling, shipping and receiving of merchandise and these goods.
- (c) Management and Non-Union support staff are required to do quality assurance, investigations, testing, job skill training, research and development, product movement, production workflow and development of new production methods.

ARTICLE 3 - UNION SECURITY

Section 1 – Posting of Agreement

The Company will provide a glass enclosed locking bulletin board in each Company lunchroom area for such notices as the Union may from time to time wish to post. The said Union notices shall be posted and must be signed by an elected or appointed officer or other authorized representative of the Union. The Union will ensure that a copy of the Collective Agreement is attached to each board.

Section 2 – Check-off

The Union will supply the Employer with the appropriate forms authorizing the Company to deduct Union initiation fees, Union dues and/or other assessorial charges as levied in accordance with the constitution and bylaws of the Union. All forms will be signed by new hires on the date of hire and returned to the Union with the monthly remittance of dues.

Section 3 – Union Shop

Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company.

Section 4 – Deduction of Dues

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

Section 5 – Union Dues on T-4 Slips

The Employer shall show the yearly Union monthly dues deductions on employees' T-4 slips.

Section 6 – Contracting Out

If the Employer intends to contract out work that is currently performed by the bargaining unit, the Union shall be given ninety (90) days written notice of such change and that there shall not be any direct layoffs or reduction in hours as a result of this new contracting out for the term of the Collective Agreement.

For clarity it is agreed that it is not the intent of the Company to replace its regular work force through the use of contracting out.

This clause does not prevent preassembled work coming into the plant, due to design, engineering or product changes.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1 – Management Rights

All matters pertaining to operating the business are reserved to management except as limited by the provisions of this agreement. The Employer will make and alter from time to time rules and regulations to be complied with by its employees. These rules and regulations will be filed with the Union.

ARTICLE 5 – NO STRIKES AND LOCKOUTS

Section 1 – No Work Stoppages

The Union agrees that during the life of this Agreement neither the Union nor any employee shall take part in or call or encourage any strike, picketing, slowdown or any suspension of stoppage or interference with work or production, either complete or partial, which shall in any way affect the operations of the Employer and there shall not be any sympathy strikes. The Employer agrees it will not engage in any lockout of employees.

ARTICLE 6 - ADMINISTRATION OF DISCIPLINE

Section 1 – Just Cause

An employee bound by this Agreement may only be disciplined for just and reasonable cause. The Company shall follow a progressive discipline model which aims to correct behavior.

Except where conflicting with other Articles of this Agreement, the conduct of all employees shall be guided by reasonable rules and regulations promulgated by the Company from time to time. The Union

shall be provided with copies of newly promulgated Company policies prior to enforcement.

Section 2 – Representations During Investigative or Disciplinary Meetings

- (a) No investigative or disciplinary meeting will take place and no discipline shall be administered or levied without a Shop Steward or Plant Chair of the employee's choice present at the meeting.
- (b) Where an employee requests a Shop Steward or Plant Chair who is not on duty to represent them at investigations and disciplinary meeting, the Company will consider the request and may allow the meeting to be rescheduled at a later date, but not more than five (5) days later.
- (c) Employees and their Steward attending an investigation and/or disciplinary meeting shall receive the applicable rate of pay for all time spent in attendance at such meetings except employees who have been suspended or terminated and where such suspension or termination has not been overturned through the grievance procedure.
- (d) If in the course of a normal interview or meeting it is determined that there may be grounds for disciplinary action, the interview shall be adjourned and the employee will select a Shop Steward or Plant Chair of their choice to attend and represent the employee at any related meeting prior to proceeding further.

Section 3 – Disciplinary Notices

The Company shall set out its written reasons for any discipline, suspension, or discharge of an employee. Disciplinary letters including termination, suspension, documented verbal warning and letters outlining a suspension pending investigation given to employees must bear the signature or their immediate Supervisor or designate. A copy of any such notice will be given to the Shop Steward or Plant Chair at the time of discipline or notification of suspension pending investigation.

Section 4 – Access to Personal Files

- (a) The Company agrees that an employee shall have access to his or her personnel files during normal work hours in the presence of Human Resources and shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all entries into the personal file will be given to the employee at the time of filing.
- (b) In addition to the employee, accredited representatives of the Union shall be permitted to prepare copies of the employee's file with written authorization from the employee. The Company will also work with the Union staff representative to forward copies of all specific requested information from an employee's file relevant to a grievance upon request.

- (c) For the purpose of administering the Collective Agreement and using information against any employee at any proceeding arising out of this Agreement, there shall be only one (1) employee file as referenced in this article.

Section 5 – Signing Acknowledgement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

Section 6 – Removal of Discipline from Employees Files

- (a) Any disciplinary record including suspensions shall be removed from the employee's file after twelve (12) months from the date of issue provided there has been no recurrence of similar circumstances giving rise to any disciplinary action/notation during that period.
- (b) When an investigation has concluded without the Company taking disciplinary action the material collected in the investigation will not be placed on the employee's file.

Section 7 – Suspension and Dismissal Procedures

- (a) The Company shall schedule an "investigation hearing" and /or a "disciplinary meeting" into an incident or issue where suspension or dismissal would be reasonably contemplated, and the Plant Chair shall be advised of the incident or issue involved and that suspension or dismissal is intended or possible. Where possible, such notice shall be given to the Plant Chair and employees) not less than twenty-four (24) hours prior to the time and date of the hearing and the meeting shall take place as scheduled. No investigation or disciplinary hearing shall be conducted without a Shop Steward or other authorized Union Representative in attendance. Any known evidence and/or witnesses will be provided to the Plant Chair at the time of notification of the investigation or disciplinary meeting.

The investigative hearing shall take place as quickly as possible, but in any case not more than seven (7) calendar days following the incident giving rise to the investigative hearing, or seven (7) calendar days from the time the Company became aware of the incident. The employee and the Union shall have the right to produce witnesses and evidence at this meeting. A decision must be rendered by the Company within two (2) days following this meeting, and the employee must be advised in writing if discharged, suspended or deemed to be innocent.

- (b) If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall proceed directly to Step 2 of the grievance procedure.

Section 8 – Time Limit for Imposition of Discipline

- (a) The Company will administer discipline within fourteen (14) calendar days of becoming aware of the incident(s) for which discipline is being considered or any resulting discipline shall be deemed to be null and void.
- (b) A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held no longer than fourteen (14) calendar days from the time of notification of pending discipline unless objective circumstance such as vacation, illness, bereavement, unavailability of witnesses, etc. warrant a longer period or any resulting discipline shall be null and void.
- (c) The Company must either close the file or impose discipline within thirty (30) calendar days of a meeting arising under this clause, unless otherwise mutually agreed. The Plant Chair or Company Representative must agree to different time limits in writing for an extension to be valid.

Section 9 – Letter of Discussion

Letter of Discussion and/or coaching record are non-disciplinary. Employees may request the presence of a Shop Steward or Plant Chair working on shift during meetings which will be documented in a Letter of Discussion. Both the employee and Shop Steward or Plant Chair if present, shall be given a copy of the documented Letter of Discussion upon request.

Section 10 – Suspension or Discharge of Union Representative

If the Company suspends or discharges a Union Representative, the Local Union Office shall be notified at least twenty-four (24) hours in advance of any meeting or action taking place.

ARTICLE 7 – REPRESENTATION

Section 1 – Plant Visitations

- (a) The Company shall allow the designated Union Representative unescorted, and free access to the Company's lunchroom(s) during working hours for the purpose of investigating conditions and grievances related to this agreement and shall in no way interrupt the Company's working schedule provided reception is notified at time of arrival.
- (b) When access is required to a production floor for the purposes of an investigation, the designated Union Representative must first obtain permission from the Company's authorized management representative in advance.
- (c) Any investigation or discussions with employees must not result in any disruption of the Company's operations or affairs, and it must

not result in any employees neglecting their work duties and responsibilities.

Section 2 – Shop Stewards

- (a) The Union shall elect or appoint from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity.
- (b) Grievances shall be processed during the normal working hours of the Shop Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Employer.
- (c) If the Employer representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at straight time for all hours spent during the processing of the grievances with the Employer.

Section 3 – Production of Records

For the purpose of processing specific grievances or disputes, Business Representatives of the Union and Stewards will, with reasonable prior notice, have time cards and personal disciplinary records made available to them on request during the office hours of the Employer.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Purpose

Whenever any dispute arises between the Company and the Union or between the Company and one or more employees, the employees shall continue to work and the dispute shall be adjusted in accordance with the following procedures. The employee is encouraged to take up the dispute informally between the employee and the Company Supervisor before entering into the formal steps of the grievance procedure.

Section 2 – Time Limits

Time limit to initiate this Grievance Procedure:

- (a) Termination: ten (10) calendar days.
- (b) All other grievances: thirty (30) calendar days.

In any dispute over a pay cheque or pay statement or any matter thereon the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

- (c) All time limits referred to in the grievance procedure may be extended by mutual agreement.

Section 3 – Grievance Procedure

An earnest effort to resolve the grievance will be made by all parties at all steps of the grievance process.

Step 1: Grievance Procedure

Any grievance of an employee shall first be taken up between such employee and the Company Supervisor in writing. The employee will be entitled to be represented by a Shop Steward or a Union representative. Employee must be present on paid time.

Step 2: Grievance Procedure

Failing settlement within ten (10) days following Step 1, such grievance shall be taken up between a representative of the Union or a Shop Steward and the Production Manager. The meeting will be documented and signed by both parties. Employee must be present on paid time.

Step 3: Grievance Procedure

Failing settlement within ten (10) days following Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4: Grievance Procedure

Expedited Arbitration

The parties may if mutually agreed have the matter heard by expedited arbitration as follows: This expedited arbitration system is intended as an informal and accelerated mechanism to facilitate a speedy and economic resolution of grievances arising out of the interpretation and application of:

1. Grievances that are unresolved via the grievance procedure are eligible for expedited arbitration unless at the point of submission to arbitration, either party states that it requires the grievance to be resolved by formal arbitration. The selection of an arbitrator for formal arbitration will be according to Article 8, Step 5.
2. To the extent possible, hearings will be conducted at the Company to reduce costs. If the hearing is to be held at a neutral site, the Company and Union will share the costs.
3. The expedited arbitration process is intended to be non-legal, and therefore lawyers will not be utilized as counsel. The

- process will involve two (2) authorized representatives of the Union and two (2) authorized representatives of the Company.
4. Prior to hearings, the parties shall provide each other with full disclosure of all relevant documents, and shall meet either in person or by telephone to ensure that each side understands the other side's view of the facts of the case and the arguments that will be made.
 5. The arbitrator shall have all arbitral powers conferred by the Labour Code, but shall make procedural determinations consistent with the purpose of expedited arbitration.
 6. All presentations to the expedited arbitrator shall be as concise as possible. Without calling witnesses, each side will fully narrate its view of the facts of the case and will verbally provide the arbitrator with its argument in summary form. Witnesses will be limited to those points which are contested and which the arbitrator considers to be necessary and relevant.
 7. The arbitrator shall have jurisdiction to engage the parties in grievance mediation with a view to settlement of the matter where the parties so mutually agree.
 8. Where a decision by the arbitrator is required, and where it is possible to do so, the arbitrator shall give an oral decision at the conclusion of the hearing and will later confirm the decision in writing. Where an oral decision is not given at the conclusion of the hearing, the arbitrator shall publish a decision within seven days of the conclusion of the hearing. All written decisions shall be concisely expressed, with only such written reasoning as will convey the essential findings.
 9. All decisions by the expedited arbitrator shall be without prejudice or precedent, and shall not be referred to by either party in any subsequent proceeding of any kind.
 10. The decision of the expedited arbitrator is final and may not be appealed.
 11. The expedited arbitrator shall be selected from the list. Each party will choose two (2) names from the list. The parties will meet at the Company to exchange names following the submission to pursue expedited arbitration has been served by either party. If both names of the parties are the same, the parties will draw a name from the two selected. If there is one (1) name in common for the parties, that will be the arbitrator. If there are no names in common exchanged by the parties, the arbitrator selected will be the remaining name on the list.
 12. The Company and the Union shall equally share the fees and expenses of the expedited arbitrator.

Expedited Arbitrator List:

- Rick Coleman
- Rod Germaine
- Judi Korbin
- Stan Lanyon
- Brian Foley

Section 4 – Formal Arbitration Process

Either party may refer the matter to an agreed upon neutral Arbitrator who will meet with the authorized Representatives of the Union and the Company to hear both sides.

The party requesting arbitration must so notify the other party in writing within ninety (90) calendar days following the date when the decision was rendered at the last step of the grievance procedure.

All monetary grievance settlements are to be paid the following pay period on a separate cheque or as otherwise agreed to between the parties.

Selection of Arbitrator

Following the submission of written notice on the other party of its intention to refer the matter to a formal arbitration, the parties agree to select the arbitrator from the list below. Each party will choose three (3) names from the list of arbitrators. The parties will meet at the Company to exchange names. If there is only one (1) name in common, the arbitrator in common is selected. If parties have more than one (1) name in common, the parties will draw a name from the names in common. If there are no names in common, the arbitrator selected will be the remaining name on the list.

- Joan Gordon
- Judi Korbin
- Brian Foley
- Rod Germaine
- Rory McDonald
- Colin Taylor
- John Sanderson

Section 5 – Arbitrator's Decision

The arbitrator shall be required to hand down his decision following completion of the hearing, and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, or change any provisions of this Agreement.

The cost of the arbitrator will be borne equally by the Union and the Company.

ARTICLE 9 – SENIORITY

Section 1 – Seniority Defined

Seniority is the length of service from the last date of hiring of the employee. However, in circumstances where two (2) or more employees are employed by the Company on the same date their position on the seniority list shall be determined by the drawing of names.

- (a) First name drawn shall be deemed most senior and will maintain seniority for length of their employment.

Section 2 – Probation

- (a) Newly hired employees accrue no seniority until they have completed sixty (60) days of work. On the successful completion of probation, seniority will be backdated to the original date of hire.
- (b) The probationary period is a trial period during which an employee maybe terminated for any work related reason.

Section 3 – Regular Employee

A regular employee shall be considered as such an employee of the Company when:

- (a) He has completed his probationary period;
- (b) He makes himself available to the Company for full time employment as offered by the Company;
- (c) Provided the employee complies with sub-section (b) herein an employee may seek and/or accept gainful employment elsewhere and it shall not be a cause for discipline or discharge.

Section 4 – Lay-offs

The parties agree that job security should increase with the length of service. To that end the following procedure will be followed in the event of a reduction of forces.

- (a) The Company shall provide employees who have achieved full PW1 or higher status a minimum of five (5) calendar days' notice of layoff or pay in lieu.
- (b) Lay-off notices will be issued to the junior employees in reverse seniority order so that junior employees in the bargaining unit will be laid off before more senior employees, in their classification.

- (c) The Employee with the least amount of seniority in a classification subject to a reduction will be the first out of that classification, but may then use their seniority to displace the most Junior Employee in another classification in accordance with Section 5 "Bumping".
- (d) The parties recognize that there are key positions based on production demand that must be scheduled and filled in the event of a layoff. These positions include Robot Operator, Chop Operator, Thermal Forming Operator, Shipping & Receiving, Fill Cap Foam Operator positions.
- (e) Qualified is deemed to mean an employee has held the position before in a job posting, has worked in the position and is considered to be at a level 3 or higher in the training matrix at the time the Employee is going to perform the job.
- (f) In the event of a production shutdown, employees may be required for specific project work. In this situation the senior qualified employee(s) may be scheduled.
- (g) During a production shutdown employees are encouraged to take their vacation, however consideration will be given to requests for leave of absence under special circumstances, which if approved would mean leave without pay.
- (h) Employees who have vacation accrued banked in excess of time needed for scheduled vacation closures in the current year, may at their option use this time during lay off.

Section 5 – Bumping

- (a) If the Company needs to reduce the number of positions in Production Worker III as a result of a temporary layoff, employees working in Production Worker III positions will be entitled to choose to bump to any Production Worker II position junior to them in company seniority and any affected employees in Production Worker II will be entitled to choose to bump to any Production Worker II position junior to them in company seniority and so on.
- (b) If the Company needs to reduce the number of positions in Production Worker II as a result of a temporary layoff, employees working in Production Worker II positions will be entitled to choose to bump to any Production Worker I position junior to them in company seniority and any affected employees in Production Worker I will be entitled to choose to bump to any other Production Worker I position junior to them in company seniority and so on.
- (c) If the Company needs to reduce the number of positions in Production Worker II, and an affected employee has seniority and is

qualified, they may bump junior employees in any Production Worker III position. The definition of qualified is as set out in Section 4 (c) above.

- (d) If the Company needs to reduce the number of positions in Production Worker I, and an affected employee has seniority and is qualified, they may bump junior employees in any Production Worker II position, or if there are no options to bump there, they may bump a junior employee in any Production Worker III position, provided they have seniority and are qualified. The definition of qualified is as set out in Section 4 (c) above.
- (e) Employees who are earning a Production Worker II or III wage rate at the time of bump due to a temporary layoff will retain their wage rate unless the bump becomes considered non-temporary. Bumps are considered non-temporary and permanent after a period of three (3) months from the date of the bump. Employees in Production Worker I or II who bump to a higher paid position as a result of having seniority and being qualified will be paid the higher wage rate.
- (f) When the Company again has work in the affected areas, all employees who have bumped will return to their former position, category grade and pay structure as work becomes available.
- (g) The Company will meet with the Plant Chair to discuss the bumping options and scenarios and the parties will attempt to create a paper bump to streamline the bumping procedures to the greatest extent possible before any bumping takes place.

Section 6 – Recall

- (a) Employees recalled must report for work on the date recalled provided they are given five (5) consecutive days' notice and are being recalled for full time work as per Article 9 Section 3.
- (b) Employees on lay-off will be recalled in reverse order of their lay-off i.e. last laid off, first recalled. Employees recalled must report for work and perform the duties of the position as assigned.
- (c) In circumstances where specific skills are required, employees may be recalled out of seniority to satisfy the operational requirements of the Company.
- (d) Employees on lay-off must provide the Company with any changes of address or phone number, or email address.
- (e) Employees recalled to work following a layoff that were not given a return to work date at time of layoff shall be first informed by phone and email. If there is no response from the employee, then the

Company will inform by courier or registered mail and he or she will be allowed five (5) consecutive days from receipt or attempted delivery date to report to work.

- (f) Employees who are recalled mid-week have the option to waive the 5 day wait period and return to work immediately; however, if the employee returns to work immediately the 40 hour work guarantee will not apply.
- (g) Recall rights will be effective for six (6) months for those with less than one year's service and twelve (12) months for those with one or more years' service. Employees with more than five (5) years' service will acquire an additional month recall per year of service over five (5) to a maximum of eighteen (18) months.
- (h) Employees recalled who do not report will be considered as terminated however before issuing a termination, the Company shall contact the Local Representative to see if they can assist in having the employee respond to recall.

Section 7 – Loss of Seniority

Employees will be struck from the seniority list and be considered as terminated if they:

- (a) Quit;
- (b) Are fired for cause;
- (c) Become members without standing with the Union;
- (d) Fail to return to work after recall;
- (e) Fail to return to work after any Leave of Absence;
- (f) Accept other employment while on Leave of Absence.

Section 8 – Seniority Lists

The Company will post and maintain seniority listings. Such up-to date listings will be posted as of January 30 and July 30 of each year. Copies of current lists will be provided to the Union. Such lists to state starting date of employee. The list must include the employee's classification.

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of Unifor, the seniority of such employees shall be computed from the date that they respectively first become employees of the business aforesaid.

If, as and when locations are closed down or partially closed down or amalgamated or moved to another location, the seniority of such employees shall immediately become a subject of discussion and failure of

the Parties to agree may be submitted to the grievance procedure hereinafter provided for a final decision.

Section 9 – Severance

- (a) Any employee (excluding probationary employees) who has their employment terminated for technological change, or as a direct result of Company decisions to eliminate positions, or as a result of a permanent full or partial full plant closure, will be entitled to one weeks pay per year of service to a maximum of ten (10) weeks pay. Such pay shall, where applicable, be inclusive of any statutory severance pay required under applicable legislation.
- (b) For the weeks per year calculation, severance is computed based on forty (40) hours straight time pay at the employee's regular rate of pay.
- (c) Partial years of service will be pro-rated in determining severance allowance.

ARTICLE 10 – JOB POSTINGS

Section 1 – New Hires

All new employees will be hired into the Production Worker I category at a rate of \$1.00 per hour less than the PW 1. Every six (6) months new hires will receive a fifty cent (.50¢) increase reaching the prevailing PW 1 rate after one year. Upon achieving the full PW 1 rate employees will qualify to participate in the Canada-Wide Industrial Pension Plan (CWIPP) as outlined in Appendix "A".

Section 2 – Permanent Job Postings

All vacancies in a classification will be posted for five (5) working days for bids. Up to twenty-five (25%) percent of the employees in the PW1 classification will be posted to the position of floater. Seniority shall prevail for shift preferential, new jobs or vacancies in all classifications provided the employee is qualified. When a position is eliminated, the affected employee(s) will have the right to bump into a position provided they have seniority and qualifications. Where there is a temporary absence from work of an employee on vacation, sick, or Workers' Compensation he will have the opportunity of bidding on any posting(s) that were posted during his absence. The employee must indicate his/her choice within five (5) working days of their return to work.

In all bids referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when he returns, he

will be given an opportunity to bid or bump. If senior bidders are not assigned, the reasons thereto will be given to such senior employees. If there are no bids on a posting the junior qualified employee will be assigned to the position.

Section 3 – Temporary Job Postings

- (a) Any employee who is awarded a temporary posting in a classification with a higher rate of pay than their current classification, the employee will be paid the higher classification rate of pay during the tenure of the temporary posting.
- (b) When the absent employee returns to work, all the employees that changed positions due to the bidding process created by the temporary job posting (absence) will return to the position, classification and rate of pay held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.
- (c) Temporary postings shall be issued and posted on Company bulletin boards when an employee will be away for a known absence of at least one (1) calendar weeks or more. The Plant Chair shall be provided with a copy of all temporary postings which shall remain posted for five (5) calendar days. The senior qualified applicant shall be selected for the temporary posting and the successful applicant will be posted with a copy provided to the Plant Chair.
- (d) If the duration of an absence is less than one (1) calendar week, employees who have been designated as backups or floaters workers may be asked to fill in based on qualifications and operational needs of the Company.

Section 4 – Trial Periods in Category 2 and Production Support

- (a) Employees assigned through the posting procedure to a position in the classification of PW 2, PW3 or Support Positions will be on a trial period for a period of forty-five (45) work shifts. If they are unsuccessful they will be reassigned to their previous classification and the affected employees will revert to their previously.

ARTICLE 11 – SENIORITY WHILE OUT OF BARGAINING UNIT

Section 1 – Promotion to Non-Supervisory Position

When an employee within the bargaining unit covered by this Agreement receives leave of absence in writing with a copy to the Union to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit.

The starting date of such an appointment shall be posted in the terminal. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit for any period of time. During this leave of absence such employee shall continue to be covered by the Health and Welfare and the Pension Plan as provided in this Agreement.

Employees who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement but shall not perform any duties covered by the bargaining unit. In such appointments seniority shall be a consideration. The successful appointee shall not have the right to hire and fire during the ninety (90) day leave of absence.

Not later than on the ninetieth (90) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

Section 2 – Relief Supervisors

The parties recognize that bargaining unit employees may be used as Relief Supervisors for regular Supervisors off on vacations, illness, leave of absence, etc. For the duration of such relief assignments, employees will suffer no loss of seniority. Relief Supervisors will not be required to formally discipline employees.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1 – General Leave

Employees may request a leave of absence. As much advance notice as possible is requested and a minimum of six (6) weeks' notice is required. In considering such requests the operational needs of the plant will be of paramount importance. Requests that fall in the time frame of November through the end of February are more likely to receive favorable consideration, as will any request for an extension to the thirty (30) calendar days' maximum.

Section 2 – Benefit Continuation

Employees on Leave of Absence in excess of two (2) weeks may continue their benefit coverage by paying for the entire premium costs for the duration of the leave.

Section 3 – Being Employed Elsewhere

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

Section 4 – Compassionate Leave

- (a) Employees shall be entitled to compassionate care leaves as set out in the British Columbia Employment Standards Act.
- (b) A compassionate care leave of absence shall also be granted to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition. The employee shall pay for the cost of providing the certificate. Requests to extend compassionate care leaves shall not be unreasonably denied, subject always to operational requirements.
- (c) A "family member" is defined as set out in the British Columbia Employment Standards Act provisions dealing with Compassionate Care Leave.

Section 5 – Union Leave

- (a) The Company shall allow time off work, without pay, to any employee for Union business of up to three (3) employees at any one time. Additional requests shall be granted provided that these requests for time off are reasonable and do not unduly interfere with the operations of the business.
- (b) Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, a provincial Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence to match the time period(s) of elected or appointed office(s). Renewal shall be granted upon request for each election or appointment,
- (c) Employees shall maintain and accumulate seniority during any Union leaves of absence.

Section 6 – Lay-Off During Leave of Absence

An employee on a leave of absence who otherwise would have been subject to lay-off will complete the leave of absence and then be considered as being laid-off.

Section 7 – Pregnancy Leave

An employee who has completed thirteen (13) weeks of employment and who is pregnant will be entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act.

An employee on pregnancy leave will continue to participate in the Employer's benefit plans for the period of their leave unless they elect in writing not to do so, provided that they continue to pay the contributions, if any, for the period of such leave.

Section 8 – Parental Leave

Employees who have worked for the Employer for at least thirteen (13) weeks and are the parents of a natural or adoptive child are eligible for a leave of absence without pay in accordance with the provisions of the Employment Standards Act.

Employees on parental leave will continue to participate in the Employer's benefit plans for the period of their leave unless they elect in writing not to do so, provided that they continue to pay the employee's contributions, if any, for the period of leave.

Section 9 – Bereavement Leave

- (a) An employee shall be allowed up to four (4) days off with pay at their regular rates for the purpose of arranging for and attending the funeral and/or for time to grieve when a death occurs involving the employee's spouse, son, daughter, brother, sister, father or mother (including step children and step parents), employee's father-in-law, mother-in-law, grandparents (including in-laws), son in-laws, daughter in-laws, brother in-laws, sister in-laws, grandchildren, same sex partners and their children or any relative permanently residing in the same household.
- (b) Requests to extend bereavement leave on an unpaid basis shall not be unreasonably denied. Banked or vacation time may be used to augment the paid time off.
- (c) The Company recognizes a common law relationship and where registered with the Company there shall be no question of qualification for immediate family.
- (d) The Company shall have the right to request and receive proof of death relating to any such absence.

Section 10 – Jury Duty

If an employee is called for jury duty or is summoned to attend as a witness on his normal working day, the Employer agrees to pay the employee eight (8) hours straight time or ten (10) hours straight time, less the amount received from the Crown. In order to be paid under this Article an employee must meet all of the following eligibility requirements:

- (a) The employee shall have passed his probationary period as of the date of commencement of the Jury Duty.
- (b) The employee shall have given prior notice to the Company that he has been summoned for Jury Duty by way of providing the Official Summons. The Company shall be provided with a copy of such notice received by the employee forthwith, upon its receipt by the employee.

- (c) The employee shall furnish satisfactory evidence to the Company that he reported for Jury Duty or served as a witness on the days for which he claims payment.
- (d) Employees on leave of absence, layoff or on normal days off, will not receive payment.

Section 11 – Family Responsibility Leave

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.
- (b) An "immediate family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

Section 12 – Adoption Leave

Employees who have completed six (6) consecutive months of continuous service shall be granted an Adoption Leave of Absence without pay for up to thirty-five (35) days within a fifty-two (52) week period, beginning on the day on which the child comes into the employee's care.

ARTICLE 13 - GENERAL

Section 1 – Injury at Work

If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, the employee will be paid one (1) day's pay for the day of his injury providing the employee is not receiving Worker's Compensation pay for that day.

The Employer will supply, if necessary, an ambulance service to a hospital or physician's services and then to the employee's residence for the day of the injury.

Section 2 – Pay for Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is required to start work or registers in, whichever is later, until he is effectively released from duty. Employees who punch out late even though they were released from duties on time will not receive overtime unless it was previously authorized.

Section 3 – Savings Clause

If any article or section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

Section 4 – Negotiations for Replacement of Articles Held Invalid

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to an arbitrator as outlined in Article 8.

The Employer will pay the regular hourly rate for all employees compelled to attend Employer's meetings or Health and Safety meetings required by the Employer or by law.

Section 5 – Training

- (a) When the Employer requires an employee to take training, the employee will be paid for all time spent in such training. Training of employees will be conducted by Leadhands, Supervisors and or other Specialists designated by the Company.

Section 6 – Flex Work Multi-Skilled Training Program

- (a) The parties agree that training and cross training are beneficial to both the Company and the employees. To that end, the Company agrees to raise employee's different skill levels and cross-train during regular production hours at the Company's cost.
- (b) The Company agrees to develop a written cross training program and to have each employee tracked in such a program based on the following model:
 - (i) employee has never been exposed to the process.
 - (ii) employee is in training to acquire skills for use at this process.
 - (iii) employee is competent to work at this process with routine supervision.
 - (iv) employee is competent to work at this process with minimal supervision.
 - (v) employee has been qualified as a trainer for this process.

- (c) The Company agrees to maintain a matrix that outlines the rating of all employees and their training progress as outlined above.
- (d) The higher seniority employees will have first opportunity to bid on the Companies Multi-Skilled Training Program on a seniority only basis.
- (e) The Company agrees to put a written training program in place and to post these cross training positions to protect the long term workforce employees' jobs. The Company shall offer at least three (3) training opportunities within one year for each of the following positions: Drilling/Trimming, Robot Operator, and Chop Operator. In addition, there will be four (4) training opportunities each year to protect jobs and employees seniority. Production employees applying to a training opportunity posting will be given the training by seniority. All training postings will be posted for five (5) working days.
- (f) Where the Employer requires an employee to take training, the employee will be paid for all time spent in such training at the rate of the position they are being trained for, or their current rate, whichever is higher. Training of employees will be conducted by lead hands when possible. Employees pay will revert back to their rate of pay prior to the training after the training has ended.
- (g) All Beachcomber production workers will be given an equal opportunity to have the ability to learn new jobs based on seniority first so they can remain employed because of their skill level and retain employment in the slower production times. The Company agrees to raise employee's different skill levels and cross-train during regular production hours at the Company's cost.

Section 7 – Time off to Vote

Personnel will be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.

Section 8 – Lockers

The Employer will supply lockers to employees upon the completion of the probationary period.

Section 9 – Protection of Rights

It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.

Section 10 – Picket Lines

It is agreed in the event of a strike among the employees of any other firm with which the Company does business; the Company will not ask its employees to perform any labour they do not ordinarily perform.

Section 11 – No Strike or Lockout

It is mutually agreed that there shall be no strike, lockout, or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

Section 12 – Filing Cabinet for Union

The Employer will supply the Union stewards with a lockable filing cabinet for filing Union related materials.

Section 13 – Technological Change

Definition: Technological and mechanical changes shall be defined to mean the introduction and utilization of other equipment changes which have not previously been used with the bargaining unit by the Company and the use of which results in the elimination of a position, termination, or the laying off of regular employees.

Recognition by Parties: All Parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

Prior Notification: The Company shall advise the Union as far in advance as possible and not less than sixty (60) calendar days prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Company and the Union and particularly in regard to:

- (a) The effect such changes will have on the number of employees within the bargaining unit;
- (b) The probable effect on working conditions; and
- (c) Any changes in job classifications.

Dislocated employees: In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of employees, such reductions, demotions or promotions shall be done in accordance with the provisions of Article 9, seniority as contained herein.

Retraining and Upgrading: The parties jointly and individually will undertake with the assistance of Canada Manpower and through recognized provincial or local adult training programs if necessary to re-

train and upgrade regular employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological mechanical changes.

Section 14 – Transfer of Ownership

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including financial arrangements thereof.

ARTICLE 14 – MEDICAL EXAMINATION

Section 1 – Medical Examination

- (a) Any Company or Government required physical or medical examination shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours.

Where a regular employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay, to a maximum of three (3) hours straight time, wages for such time spent except in instances where an employee is returning to work or is about to return to work following illness or disability.

- (b) If following a medical examination under (a) of this section, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist whose specialty covers the disability. The Company's doctor and the employee's doctor together, shall then select such a specialist.
- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

Should the Employer require a medical certificate for any reason, the Employer will pay for all cost involved.

Section 2 – Compensation Sickness Coverage

When an employee goes off work ill or on compensation the Company shall continue to pay both his Health and Welfare Plan fees so that the employee shall be protected to the utmost provided:

- (a) the employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears; and
- (b) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

ARTICLE 15 - HEALTH AND SAFETY

Section 1 – Health and Safety Committee

- (a) A Health and Safety Committee shall be established which is comprised of four (4) Union representatives. At no time shall the number of members from either party be allowed to outnumber the amount of members from the other party.

The Committee shall meet at least once each month on paid time at applicable rates. The members of the Committee will establish the time, date, location, and agenda of these meetings.

Union Committee members shall be entitled, upon request, to meet for at least fifteen (15) minutes of paid caucus time paid at applicable rates prior to meeting with Company representatives at each monthly Health and Safety Committee meeting.

- (b) The Health & Safety Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with applicable government regulations.
- (c) A member of the Joint H&S Committee is entitled to time off work for the time required to attend meetings of the Committee and other time that is reasonably necessary to prepare for meetings of the Committee and to fulfill the other functions and duties of the Committee.

The necessary time spent by members of the Health and Safety Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

Without limiting the generality of the foregoing, the Committee shall meet:

- To identify situations that may be unhealthy or unsafe for workers and advise on effective systems for respond to those situations;
 - To consider and expeditiously deal with complaints relating to the health and safety of workers;
 - To consult with workers and the Company on issue related to occupational health and safety of workers;
 - To make recommendations to the Company and the workers for the improvement of the occupational health and safety and occupational environment of the workers;
 - To make recommendations to the Company on educational programs promoting the health and safety of workers and compliance with the Occupational Health and Safety Regulations (OSHR) and to monitor their effectiveness;
 - To advise the Company on proposed changes to the workplace or the work process that may affect the health and safety of workers;
 - To ensure that accident investigations and regular inspections are carried out as required by OHSR;
 - To participate in inspections, investigations and injury analysis as provided by OHSR;
 - To carry out any other duties and functions prescribed by OHSR.
- (d) Minutes will be kept of all matters discussed in the monthly Health & Safety Committee meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before the Committee will be referenced in the minutes.
- (e) Minutes of Health and Safety Committee meetings, once approved, shall be signed by the Chairperson and Secretary, and shall be posted on the Health & Safety Bulletin Board and will be distributed to all H&S Committee members and Management staff. A copy of the minutes will also be sent to the Local Representative upon posting.
- (f) Every injury which involved a worker going to a doctor or hospital must be investigated. A Union Committee member and a Company Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.

Accident investigation reports shall contain:

- (i) The place, date and time of the accident;
- (ii) The names and job titles of persons injured, if applicable;
- (iii) The names of witnesses;
- (iv) A brief description of the accident;
- (v) A statement of the sequence of events which preceded the accident;
- (vi) The identification of any unsafe condition, acts or procedures which contributed in any manner to the accident;
- (vii) Recommended corrective actions to prevent similar occurrences;
- (viii) The names of the persons who investigated the accident.

Section 2 – Workers’ Compensation Board

In the event the Company protests an employee’s claim for a Workers’ Compensation claim, the Company agrees to immediately advise the Plant Chair and local Representative in writing with an outline of the reasons for the protest together with copies of any correspondence sent to the Workers’ Compensation Board regarding the protest.

Section 3 – Information for the Committee

The Company shall provide the Committee with Material Safety Data Sheets of all new substance and processes introduced in the operations at the time of implementation through internal mail. The Company will provide any other relevant information requested by the Committee as necessary to ensure it can perform its duties adequately.

Section 4 – Education and Training

The Company will ensure that members of the Health and Safety committees receive the prescribed training in Health and Safety.

Each member of a joint Committee is entitled to educational opportunity totaling (8) eight hours annually, or a longer period if prescribed by regulations, for the purposes of attending occupational health and safety training courses and the selection of such courses shall be by mutual agreement among the Committee members.

A member of the joint Committee may designate another member of the joint Committee as being entitled to take all or part of the member’s educational leave.

The Company must provide educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for the costs of training courses and the reasonable costs of attending course.

Section 5 – Right to Accompany Inspectors

The Union Co-chair of the Joint Health and Safety Committee or their designate shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector.

Section 6 – National Day of Mourning

Each year on April 28th at 11a.m. (local time), work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

Section 7 – Duty to Accommodate

The Company has and will continue to recognize its obligation under the provincial Human Rights legislation as it pertains to its duty to accommodate disabled workers.

Accommodation

The Company and the Union agree that every effort shall be made to return injured employees to their previous positions. This may require a graduated return to work or other modified work arrangement.

If the worker is unable to return to his/her original job, then the Company and Union must discuss other options with the worker and his/her physician.

It is understood that the Company, the Union and the worker must all be active participants in accommodation arrangements.

Return to Work

- (a) The Union must be notified of, and participate in, the development of all light duty, modified work and accommodation arrangements.
- (b) All light duty, modified work or accommodations arrangements will have an individually agreed upon mandatory review period.
- (c) No arrangements under this section shall be used to abrogate a worker's right to any legally required disability plan, i.e. Long Term Disability, Workers' Compensation, and CPP Disability Benefits.

Section 8 – Sanitary Conditions

Where possible, and where required, the Company agrees to maintain at its locations adequate, clean, sanitary toilet facilities, lockers, lunchrooms and washrooms having hot and cold running water with proper ventilation. It shall be the responsibility of the employees to use all facilities carefully and considerately without unnecessary damage and dirtiness.

Section 9 – First Aid Supplies

The Company shall supply first aid provisions in accordance with the Worker's Compensation Act.

Section 10 – First-Aid Attendant

Any employees holding a first-aid certificate recognized under the Worker's Compensation Board regulations, who is designated by the Company to carry out duties of a first-aid attendant, Level II, shall receive in addition to his regular rate as provided in Article 21, Section 3 herein, a premium of one dollar (\$1.00) per hour. The Employer shall be responsible for the cost of maintaining or upgrading the employee's first-aid certificate to the extent that course fees will be paid by the Employer.

Section 11 – Protective Equipment

The Employer will provide protective rainwear for employees who are required to work in inclement weather.

The Employer will provide and pay for the following safety equipment:

- Gloves as required;
- Goggles as required;
- Ear protection as required;
- Respirator for environmental premium areas excluding shipping & receiving, but including pre-plumbing.

The Employer will also provide at its expense dust masks to all employees as requested.

Section 12 – Coveralls

- (a) All members not in drilling, trimming, chopping, rolling, jetting and plumbing may receive three (3) disposable coveralls per forty (40) hour week worked.
- (b) Members working in final foam, jetting and plumbing may receive one (1) new disposable coverall per day.
- (c) Members working in drilling, trimming, chopping and rolling need three (3) new pairs of disposable coveralls per day.
- (d) It shall be understood that it is the responsibility of the employee to return to the Company upon termination any assigned coveralls and/or protective equipment. Coveralls are the property of the Company and are to be used only for company business.

Section 13 – Boot Allowance

Where the Employer (or legislation) makes it a condition of employment to wear safety boots, the Employer will pay up to an amount of one hundred fifty dollars (\$150.00) per year. The employees must be post-probationary and a receipt must be provided.

Section 14 – Right to Refuse Unsafe Work

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her Supervisor or Company. There shall be no loss of pay, seniority or benefits during the period of refusal.
- (c) A Supervisor or Company receiving a report made under subsection (b) must immediately investigate the matter and
 - (i) Ensure that any unsafe condition is remedied without delay, or
 - (ii) If in his or her opinion the report is not valid, must inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Supervisor or Company must investigate the matter in the presence of the worker who made the report and in the presence of in the following order:
 - (i) a worker member of the Health & Safety Committee,
 - (ii) a worker who is selected by the Union representing the worker, or
 - (iii) any other reasonable available worker selected by the worker
- (e) The Company shall ensure that no other employee is asked or permitted to perform the work of the employee who refused, unless the second employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or her/his designate and the refusing employee.
- (f) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Supervisor, or the Company, and the worker must immediately notify a Work Safe BC office to request that the office investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (g) No employee shall be discharged, penalized or disciplined for refusing to work on a job in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.

ARTICLE 16 - VACATIONS

Section 1 – Vacation Entitlement

Employees who work a minimum of sixteen hundred (1600) hours in a year will qualify for the greater of the following:

- (a) Upon completion of one (1) years' service eighty (80) hours vacation at their hourly rate at the time of taking the vacation or four (4%) percent of gross earnings.
- (b) Upon completion of three (3) year's continuous service one hundred and twenty (120) hours of vacation at their hourly rate at the time of taking their vacation or six (6%) percent of gross earnings.
- (c) Upon completion of nine (9) years of continuous service one hundred and sixty (160) hours of vacation at their hourly rate at the time of taking their vacation or eight (8%) percent of gross earnings.
- (d) Upon completion of fifteen (15) years of continuous service two hundred (200) hours of vacation at the hourly rate at the time of taking the vacation or ten (10%) percent of gross earnings.
- (e) Employees who do not complete the sixteen hundred (1600) hours will qualify for the percentage of gross earnings only.
- (f) For the purpose of clarification hours worked includes: hours worked, Jury Duty, Paid Bereavement Leave, Vacation Pay, and Statutory Holiday Pay.

Section 2 – Vacation Closure

It is the present intention of the Employer to continue to schedule vacation closures at scheduled times of the year as this reflects the slow season in the industry. Employees will take their vacation at these times, although consideration will be given for other requests, which if approved may mean the vacation closure would be leave without pay.

The following closures would take place during the year and the Company would notify employees by a posted notice.

- Spring Break – one (1) Week
- Winter Break – two (2) Weeks

Section 3 – Other Vacation Requests

Request for vacations at times other than the vacation closures will be considered on the basis of seniority, in accordance with Article 16 Section 4 (Vacation Scheduling) and the availability to replace that skilled job during their absence. During the Company's high season of production orders between April 1st and October 31st one hundred (100%) percent of Regular PW1 or higher status Employees are needed.

Section 4 – Other Vacations Scheduled

Company will provide a Vacation Planner by November 1st of each year to be completed by employees by December 1st. Vacations will be scheduled on a seniority basis by classification within the department subject to operational demands. Employees who do not apply for vacation within the above time frame may be granted vacation subject to operational needs on a first come, first served basis. When the Vacation Plan is completed, the Plant Chair will be given a copy which will be kept current by the HR Administrator or other designate. Once a vacation outside the annual vacation shutdown is approved, it cannot be changed except by mutual agreement of the parties.

The Company will post the vacation schedule and confirm each employee's vacation allotment by December 15th.

Section 5 – Accrued Vacation

All accrued vacation from the previous calendar year shall be taken on or before the thirty first (31st) day of December of the next year, unless an employee makes a written request to bank up to three (3) weeks of vacation time accrued in each calendar year to the next and subsequent years and is agreed by the Company. Employees may request accrued vacation for time off during layoffs, plant closures, or request the balance be paid out, provided they have adequate accrued vacation for scheduled vacation closures.

The Company will pay out all remaining accrued vacation from the previous calendar year on the pay immediately following December 31st.

ARTICLE 17 - GENERAL HOLIDAYS

Section 1 – Entitlement

Employees shall be entitled to general holidays as follows:

- (a) Employees who worked fifteen (15) of the thirty (30) days immediately preceding or following a holiday will receive their normal day's pay on such holiday.
- (b) An employee shall not be entitled to receive pay for any General or Civic Holiday where such Holiday falls while the employee is on expressed leave of absence for any reason whatsoever.
- (c) Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification for the General Holidays as listed. Those employees, who, prior to a General Holiday, regularly work shifts which entitle them to payment of shift differential, environment premiums, first aid premiums, leadhand

premiums, or any other premium will have such shift differential rate included in their General Holiday pay.

- (d) Regular employees working on ten (10) hour shifts will receive ten (10) hours pay. Those employees, who, prior to a General Holiday, regularly work shifts which entitle them to payment of shift differential, environment premiums, first aid premiums, leadhand premiums, or any other premium will have such shift differential rate included in their General Holiday pay.

Section 2 – Recognized Holidays

The recognized holidays are as follows: New Year's Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and Family Day.

Section 3 – Holiday falling on a Regular Day of Rest

If a holiday falls on an employee's regular day of rest they will receive the holiday pay for that day and may request another day off without pay at a mutually agreeable time.

Section 4 – Work on a General Holiday

If an employee works on any of the above-cited holidays, he shall be paid for all hours worked on the holiday at one and one-half (1 ½) times his/her straight time hourly rate of pay in addition to his/her holiday pay as herein provided. A minimum of four (4) hours pay at time and one-half (1 ½) will apply whether the employee is required to remain at work for four (4) hours or not.

Section 5 – New General Holiday

Any new general holiday enacted by the provincial or federal government shall be immediately recognized as a general holiday for all purposes of this Agreement.

Section 6 – Holiday falling on a Scheduled Vacation Closure

If a holiday falls on a scheduled vacation closure the employee will receive if entitled the vacation pay and holiday pay for that day, and may subject to operational requirements, request another day off without pay.

ARTICLE 18 - HOURS OF WORK

Section 1 – Guarantee of Hours

- (a) The normal straight time hours of work assigned by the Company shall exclude a meal period, and shall conform to the following guidelines:
 - (i) All regular employees who have achieved the full PW1 rate will be guaranteed forty (40) hours of work in a week in which they begin work. The forty (40) hour work week guarantee does not

pertain to weeks that include New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day.

Section 2 – Normal Work Day/Week eight (8) hour shifts

The normal work day shall consist of eight (8) consecutive hours of work not including a meal period. The normal work week will consist of five (5) consecutive eight (8) hour days. The work week will commence at 12:01 a.m. Monday and terminating at 12:00 midnight Sunday.

Section 3 – Normal Work Day/Week ten(10) hour shifts

The normal work day shall consist of ten (10) consecutive hours of work not including a meal period. The normal work week will consist of four (4) consecutive ten (10) hour days paid at straight time followed by three (3) days of rest. The work week will commence at 12:01 a.m. Monday and terminate at 12:00 midnight Sunday.

Section 4 – Shift Selection

- (a) Should the Company decide to add a second or third shift; the operational requirements of the Company will be of paramount importance. The Company will post the positions required for the shift for five (5) working days and provide a copy of such postings to the Union Unit Chair. Employees will have the opportunity to bid on positions based on their seniority and qualifications. The most senior qualified employee(s) will be selected by position. The Company maintains all rights to determine the qualifications of employees.
- (b) For all classifications, choice of shift, and start time preference, seniority shall prevail.
- (c) If sufficient employees in the various Production Worker levels do not bid on a position, the junior employee in the required Production Worker level will be assigned to the new shift, provided such employees are permitted to exercise their seniority to bump as outlined in Article 8, Section 5 (Bumping) prior to being assigned on the new shift. If an employee is successful in bidding to a position in a higher or lower pay band, he will be paid the rate for the position in which he works.
- (d) At the conclusion of the additional shift, all employees will revert to their previously held position and pay band.
- (e) The parties recognize that there are some circumstances that may make it difficult for an employee to work on a given shift such as childcare, etc. and will work together to try and find mutually acceptable arrangements to deal with these concerns where possible.

Section 5 – Shift Premiums

Afternoon shift employees will be paid one dollar (\$1.00) per hour for hours worked and night shift employees will be paid one dollar and fifty cents (\$1.50) per hour for hours worked as a premium.

Section 6 – Lunch Breaks

All employees working shifts of eight (8) and ten (10) hours are entitled to an unpaid meal break of one-half (1/2) hour.

Section 7 – Rest Period

On eight (8) hour shifts employees will receive a one-half (1/2) hour paid rest break. Employees working ten (10) hour shifts employees will receive two paid twenty (20) minute breaks.

Section 8 – Clean-up Period

There will be a five (5) minute paid clean-up period at the end of the shift. The Supervisor may allow additional time for specialty job functions.

Section 9 – Reporting Allowance

Unless employees have been previously notified not to report for work who report and no work is available will be paid a minimum of four (4) hours pay and maybe assigned any available work. This four (4) hour guarantee does not apply in the event of strikes, power failure or other acts outside of the Employer’s control.

Section 10 – Call Back Pay

Any regular employee who is called in to work on a sixth (6th) or seventh (7th) shift in a seven day period or General Holiday shall be guaranteed four (4) hours work and/or pay, but after completion of the specific duty he was called for, may book off of his own volition, with a minimum of two (2) hours pay, at overtime rates. For hours worked in excess of four (4) hours, he shall be paid for the time worked.

For those employees working the four (4) ten (10) hour shifts the overtime proviso contained herein will be applicable on the 5th, 6th or 7th shifts in a seven (7) day period.

Section 11 – Ready for Work

The Company requires every scheduled Employee to have clocked in, and be at their respective work area, dressed in required work attire, including any necessary safety equipment and coveralls if applicable, at the start of their scheduled shift.

ARTICLE 19 - OVERTIME

Section 1 – Authorization

Employees are not to work overtime unless authorization to do so is received from the supervisor.

Section 2 – Distribution for Scheduled Overtime

The Company will use its best efforts to reduce the necessity for overtime. Beachcomber Hot Tubs is a seasonal business and may vary from year to year. In addition, events beyond the control of the Company such as

breakdowns, absenteeism, and unexpected volume swings may require overtime.

Overtime shall be offered on a voluntary basis as set out in Article 18.

In the event that the Company cannot meet its overtime requirements for two (2) consecutive weeks through volunteers, the following system for scheduling overtime will be instituted for the following six (6) month period:

- (1) The Company will post a list on the main Company bulletin board near the lunchroom by Monday at 9:00 a.m. of each week outlining anticipated overtime requirements for that calendar week, including any requirement for day off (Saturday or Sunday) or general holiday overtime.
- (2) Employees who are interested in volunteering for overtime that week shall sign their interest in working overtime by 3:30 p.m. of that day. Employees who are legitimately absent on that day shall be deemed to have signed the list however they shall not be forced to accept the overtime if offered.
- (3) Employees who have signed the overtime list shall be offered any overtime that they are qualified for in seniority order and they will be expected to accept such overtime if offered during that week to a maximum of four (4) hours following the completion of their normal shift or up to eight (8) hours on a day off or holiday.
- (4) Employees who have not signed the overtime sign up list without legitimate cause shall not be entitled to be offered any overtime by seniority for the duration of that calendar week.
- (5) The Plant Chair shall be provided with a copy of the completed overtime sign up list at the end of the Monday sign-up
- (6) Both parties will meet to review this procedure after one (1) calendar month to determine if the list needs to remain in effect or if it should go back to all qualified employees being offered overtime regardless of whether or not they have signed the list.

Section 3 – Unscheduled Overtime

Overtime shall be offered on a voluntary basis.

- (1) When unscheduled overtime is required at the end of a scheduled shift, the overtime will be first offered to the employee performing the work.
- (2) If the Employee performing the work refuses, the overtime will be offered on an equitable seniority basis within the job classification within department assuming the employee has the necessary skills and ability for the overtime work.

- (3) If the Employees within the job classification within the department refuses, the overtime will be offered on an equitable seniority basis to all classifications.

Section 4 – Overtime on Eight Hour Shifts

Time and one half will be paid for all hours over eight (8) in a day and forty (40) in a week. Double time will be paid for all hours over eleven (11) in a day. For the first eight (8) hours of work on a sixth or seventh shift the rate of pay shall be one and one half (1 ½) the hourly rate. Hours in excess of eight (8) on a sixth or seventh shift will be paid at two times (2X) the hourly rate. There shall be a minimum of a four (4) hour guarantee for those that work a sixth or seventh shift.

Section 5 – Overtime on Ten (10) Hour Shifts

Time and one half will be paid for the first hour of daily overtime and double time after the eleventh hour. If an employee works on one of his/her days off, it will be paid at time and one half. If they work a second or third shift on days off, they will be paid at double time.

Section 6 – General Holiday

General holidays will be considered as time worked for the purpose of calculating weekly overtime.

ARTICLE 20 – HEALTH & WELFARE

Section 1 – Eligibility

Regular Employees are eligible to join the Beachcomber Medical Benefit Plan upon successful completion of the probationary period. Upon completion of one (1) year's employment, Regular Employees are eligible to have the Company pay seventy five (75%) percent of the regular Employees Beachcomber Medical Benefit Plan. After 2 years of employment, regular Employees are eligible to have one hundred (100%) percent of Beachcomber Medical Benefit Plan premiums paid.

Section 2 – MEDICAL SERVICES PLAN

The Company will arrange for British Columbia Medical Services Plan ("MSP") coverage. Premiums for MSP shall be paid by the Company, with employees' coverage to commence the first (1st) day of the second (2nd) month following the date of hire, providing the employee meets MSP requirements.

Section 3 – Coverage & Payment of Premiums Cease

Coverage and payment of BCMP and MSP premiums cease at the end of the month in which an employee is laid off or terminated. Ceased BCMP coverage and MSP Premiums payments will be re-instated when an employee is recalled and actively returns to work.

Section 4 – Change to Insurance Carrier

The Company may change insurance carriers at any time provided the Union is notified and the benefits are not reduced.

ARTICLE 21 - WAGES

Section 1 – Pay Day

Wages will be paid every second Friday, by direct deposit unless there is a payroll error or an additional cheque is required.

Section 2 – Working in a Different Category

If an employee is temporarily transferred to work in a job being paid in a higher pay band, he will be paid the higher rate for the full shift. Employees temporarily assigned to a task in a lower pay band will continue to receive his/her regular rate.

Section 3 – Wage Rates

Wage increase of twenty five (0.25¢) cents in year 1 retroactive to January 1 2015. Year 2 Wage increase of \$(0.25¢) cents and year 3 Wage increase of thirty (0.30¢) cents

Classification	Jan 1, 2015	Jan 1, 2016	Jan 1, 2017
PW1	\$14.40	\$14.65	\$14.95
PW2	\$15.40	\$15.65	\$15.95
PW3	\$16.40	\$16.65	\$16.95
Maintenance Helper	\$13.97	\$14.22	\$14.52
Tub Repair Technician	\$23.69	\$23.94	\$24.24
Maintenance Technician	\$21.47	\$21.72	\$22.02
Process Improvement Technician	\$21.47	\$21.72	\$22.02
Certified Trades	\$32.55	\$32.80	\$33.10

Notwithstanding the above, the Company will ensure that an employee is paid no less than the Provincial Minimum Wage (PMW).

Section 4 – New or Change Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Arbitration procedures of this Agreement.

Section 5 – Job Band Descriptions are as follows:

Production Worker 1 Production Process

- Roll 1&2
- Jetting
- Plumbing
- Skirt mount
- Final plumbing
- Skirt level & support
- Detailing – cleaning
- Wrapping/packaging
- Ozone sub-assembly
- Plumbing sub-assembly (pre-plumbing)
- Panel sub-assembly
- Kick sub-assembly
- Skirt sub-assembly
- PAK sub-assembly

- P2-PAK assembly
- Skin sub-assembly (sewing)
- Step assembly
- In-line skirt repair
- ACSS sub assembly
- Tub assembly

Production Worker 2

- Trimming
- Stockroom
- Fiberglass mixing/roller
- Wood work specialist – ACSS, Hybrid Interface, P2 Door/Hutch
- Performance / water test
- Detailing – final inspection
- Drilling
- PAK testing
- ACSS/Accessory installation

Production Worker 3

- Acrylic Repair/Tub Repair
- Shipping
- Receiving
- Receiving/Stocking
- Thermo-Forming
- Chop 1&2
- Quality Control Technician
- Tack foam
- Fill-cap foam
- Material Cutting
- Stockroom 2 – Safety/production materials coordinator
- Shipping Receiving Leadhand
- Inventory Control Leadhand
- Production Leadhand

Support Positions

- 1) Maintenance Helper
- 2) Tub repair technician
- 3) Maintenance Dept. Technician
- 4) Process improvement technician
- 5) Skilled trades technician (Electrician Maintenance Foreman)

Section 6 – Red Circle Rates

- (a) At the end of the year red circled employees provided they are on the payroll November 30th will receive a bonus of two hundred (\$200.00) dollars per year payable by January 30th of the following year.

- (b) Red circle employees will keep their rate of pay, and bonuses for the length of the agreement regardless of where he works. The only time a red circle employee will lose this protection is if he voluntarily posts to another position.

Section 7 – Premiums

- (a) Environmental premium is one (\$1.00) dollar for employees working in the following areas: Rolling, Drilling, Trimming, Chop Operator and Foam Room Operator. Paint Booth employee(s) in the Skirt Assembly area to receive Environmental Premium provided they work two (2) hours or more in the area on any given day.
- (b) Lead Hands – Those designated as Lead Hands will receive two (\$2.00) dollars per hour above their rate or above PW 3 rate, whichever is higher.
- (c) Shipping and Receiving employee(s) to receive Environmental Premium.

ARTICLE 22 – WORKPLACE HARASSMENT

Section 1 – Harassment Free Workplace

The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Unwelcome invitations or requests,

- Contension or paternalism which undermines self-respect, or
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Section 2 – Harassment Is Not

Harassment is in no way to be construed as properly discharged management responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Section 3 – Filing a Complaint

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behavior. Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their manager or others. The incident should be brought to the attention of your manager and/or committee person Human Resources.

Section 4 – Investigation

Upon receipt of the complaint, the Manager and/or Union Representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Department and the Plant Chair and Local Representative

Section 5 – Resolution

- 1) If an employee has experienced or witnessed any form of harassment, he/she should use the following procedure:
 - i) Deal with it immediately. It is essential that he/she advises the harasser that his/her behavior is inappropriate and should be discounted. However, if the complainant prefers not to discuss the matter with the alleged harasser, or if the respondent fails to respect the request above, the incident should be reported immediately. This may be done directly with the immediate supervisor or Human Resources, a member of management or a

Union steward/business representative. If the matter is satisfactorily resolved to the complainant's satisfaction, the matter will be closed.

- ii) If the matter is not resolved to the complainant's satisfaction, they may then file a formal written complaint with the assistance of a member of management, or a Union representative, if desired. This should be forwarded to Human Resources.
- 2) Formal written complaints should include the following information:
 - (i) The name of the person(s) involved;
 - (ii) A detailed description of what happened and what was said;
 - (iii) dates of the incident;
 - (iv) name of witnesses; and
 - (v) any prior attempts to resolve the situation
 - 3) Provided there is an authorization form completed by the complainant, the incident(s) will be promptly investigated by management. Investigation will be completed within twenty (20) working days of submitting the complaint.
 - 4) Investigations are to be conducted Human Resources in an objective fact finding manner. Generally an investigation will take the form of separate interviews with the complainant and the respondent. If other persons observed the incident or are involved, they too will be interviewed.

Once the investigation is complete, a report, including recommendations will be submitted to the Operations Manager or designate.
 - 5) Upon receiving the report and recommendations on the case, the Operations Manager or designate may impose an appropriate sanction, provide a remedy for the complainant, or exonerate the respondent. The decision will take into account the following:
 - (i) The facts surrounding the incident;
 - (ii) The severity of the incident;
 - (iii) Whether the harassment was intentional or not;
 - (iv) Whether the respondent expressed remorse over the incident;
 - (v) Whether the offence was an isolated incident or part of an overall pattern;
 - (vi) Other mitigating circumstances;
 - (vii) The respondent's past work record; and
 - (viii) Company Code of Conduct.

- 6) Retaliatory action directed toward the complainant will not be tolerated and will be subject to discipline.
- 7) Frivolous or vexatious complaints will not be tolerated and will be subject to discipline.

Section 6 – Right to Refuse

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. The workplace harassment policy will be posted in all departments and complaint forms are available from a Manager or the Plant Chair or Shop Steward. However, it is agreed, in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for the employee(s) concerned to change job positions after discussion with Human Resources.

Section 7 – Oversight

In addition to the above, the parties will meet at least once per year to discuss harassment incidents that year, root causes of the incidents and steps taken to resolve the issues. In addition, the meeting will discuss current efforts to improve harassment awareness in the workplace as well as current legislative and other trends that may be relevant to preventing future incidents.

Section 8 – Confidentiality

The parties recognize the difficulty of coming forward with harassment complaint. To protect the interests of the complainant, confidentiality shall be maintained throughout. Information related to the complaint shall only be disclosed to the extent necessary to carry out these procedures.

Section 9 – Transfer of Offender

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainants consent.

Section 10 – Zero Tolerance for Violence or Threats of Violence in the Workplace

The Parties to this Agreement have adopted a zero tolerance for any threats of violence or acts of violence in the workplace. Any such violation may result in discipline up to and including termination of employment.

ARTICLE 23 - TERM OF AGREEMENT

Section 1 – Term of Agreement

This Agreement shall be for the period from January 1, 2015 up to and including December 31, 2017. Either Party to this Agreement may, within four months immediately preceding December 31, 2017, give to the other party written notice to commence Collective Bargaining.

Section 2 – After Expiry

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code including the right to strike or lockout the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

Section 3 – Section 50 of the Labour Relations Code

It is mutually agreed that the operation of Section 50 of the Labour Relations Code specifically excluded from operation in this Agreement.

Section 4 – Force Majeure

In circumstances of force majeure, limited to the discontinuance of operations due to freeze-up, excessive snow, flood, fire, earthquake, fuel shortage, explosions or collapse of equipment or buildings, those provisions of the Collective Agreement penalizing the Employer, either monetarily or otherwise, will not be effective for the duration of the force majeure.

In such unforeseen Circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the Force Majeure, Employees affected will be paid at least one (1) days' pay should the Force Majeure occur during working hours.

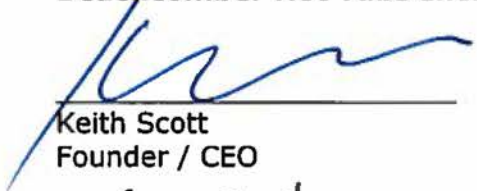
The foregoing changes are in full and final settlement of all requests served by either party signatory hereto on or subsequent to September 10, 2014.

The Agreement shall remain in full force and effect until December 31, 2017, and thereafter, subject to Article 23 of the Collective Agreement governing the 120-day notice in writing by either party to this Agreement to revise, amend, or terminate it.

The Memorandum of Agreement is subject to ratification by the Union and the Company and the provisions herein shall become effective on the first day of the month following such ratification by the Union.

Signed this 20th day of February, 2015.

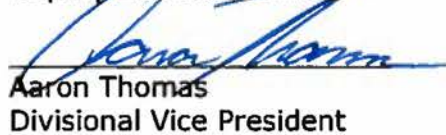
**For the Company:
Beachcomber Hot Tubs Inc.**



Keith Scott
Founder / CEO



Blake Scott
Deputy Executive Officer




Aaron Thomas
Divisional Vice President

**For the Union:
Unifor Local 114**



Mark Mistic
Local Representative



Tasneem Lodhi
Bargaining Representative



Bruce Snow
National Representative

APPENDIX "A"

CANADA-WIDE INDUSTRIAL PENSION PLAN

Section 1

The Canada-Wide Industrial Pension Plan (hereinafter is referred to as CWIPPP) is designed to supplement other forms of pension an employee may have.

The Company agrees to participate in CWIPP subject to the following:

The following eligibility conditions shall apply to the Plan:

- (a) Any member of the Union who is a regular employee in the employ of Beachcomber Hot Tubs Inc. and who has completed two (2) years employment and having worked a minimum of fifteen hundred (1500) hours of work.
- (b) It is understood and agreed that all pension contributions from July 15, 2009 will be remitted to CWIPP from the funds the Company has held I trust since the time of switch away from Teamster certification. The Union and CWIPP will be provided with full details of all contributions from July 15, 2009.
- (c) The actual targeted benefit and CWIPP plan details will be established through consultation between the Union and CWIPP based on the funding provided by the CWIPP based on the funding provided by the Company and the available options for different plan design and structures

Section 2

The cost of the Plan shall be borne by the Company.

The Company shall contribute in respect of each employee at a rate of contribution for each hour worked as follows:

1. All straight time hour worked by (or paid for) an eligible regular employee, not to exceed 40 hours per week or 168 hours per month, except:
 - (a) Any employee working a four day work week shall be entitled to 40 hours per week provided the employee works each day of the stipulated work week.
2. All hours, but no more than 168 hours per month for an employee within the regular bargaining unit on leave of absence by reason of their being appointed or elected to a part- time or full-time position in the Union. (These contributions shall be paid by the Union).

3. The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- Jury Duty
- Bereavement Leave
- Vacation Pay
- Statutory Holiday Pay

No contributions are required to be paid for:

- Change in shift penalty
- Call time - where a call involves a four hour minimum embodying call time and hours worked, only hours worked are contributed for.
- Severance allowance

The following rate of contribution shall apply:

Effective Date: Cents Per Hour:

January 1/15 eighty (80¢) cents - for all employees who have completed two years of service.

Contributions shall be made on a calendar month basis for each regular employee and the companies shall submit the total contribution to the Trust aforesaid, not later than the thirtieth (30th) day of the following calendar month.

In addition, the Company agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period at the Bank of Canada Prime Rate in effect on January 1st and July 1st of each year from the last day of the contribution period

APPENDIX "B"

BEACHCOMBER MEDICAL BENEFIT PLAN (BCMP) Standard Life Class 108 Union, Policy 14805

***Beachcomber Medical Benefit Plan (BCMP) Design Profile in Part:**

Benefit	Plan Design
Life Insurance and Accidental Death & Dismemberment	Flat \$50,000 Reduces by 50% at age 65 Terminates at age 70 or earlier of retirement
Optional Life Insurance	Units of \$10,000 to a maximum of \$300,000 Terminates at age 65 or earlier retirement
Short Term Disability	75% of weekly earnings to a maximum of \$447 Elimination Period: 0 days accident 1st day Hospital and Accident 4th day Sickness Benefit Period: 52 weeks Terminates: Retirement
Long Term Disability	Flat \$1,000 benefit Elimination Period: After short term disability Definition of disability: any occupation Terminates: Age 65 or earlier retirement
Health Care	Drugs: 100% All Other Expenses: 80% Out of Country: 100% Drugs: Unlimited maximum Generic drugs unless doctor writes no substitution Dispensing Fee deductible Paramedical Practitioners: \$500 per practitioner per year for Acupuncture, Chiropractor, Massage Therapist, Naturopath, Osteopath, Physiotherapist, Podiatrist/ Chiropodist, Speech

	<p>Therapist, Christian Science Practitioner</p> <p>\$1,000 per year for Clinical Psychologist</p> <p>Medical Services & Supplies</p> <p>Vision Care: \$200 every 24 months eye glasses and contacts (12 months if under 19)</p> <p>Eye Exam: One every 24 months (Reasonable & Customary) (12 months if under 19)</p> <p>Out of Country \$1,000,000 annual maximum per year</p> <p>Terminates: Retirement</p>
Dental Care	<p>No annual deductible</p> <p>100% Basic Coverage</p> <p>50% Major Coverage</p> <p>50% Orthodontics Coverage</p> <p>Basic Services: Unlimited</p> <p>Major Services: \$2,000 per year</p> <p>Orthodontics: Unlimited (adult & children)</p> <p>Dental Recall: 6 months</p> <p>Terminates: Retirement</p>