

COLLECTIVE AGREEMENT

BETWEEN:

**Hain-Celestial Canada, ULC.
[1638 Derwent Way, Delta, B.C. V3M 6R9]
(Hereinafter known as the "COMPANY")**

OF THE FIRST PART,

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(ON BEHALF OF LOCAL UNION 2009)

(Hereinafter known as the "UNION")

OF THE SECOND PART.

March 31, 2015 – March 30, 2018

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PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE 1 – BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company as described under the certification dated June 16, 2011.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article 22, Section 1, Step Four, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article 23, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation / Bulletin Boards

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written or verbal permission from the Plant Manager, Sr. HR Generalist or Vice President, HR which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company. Such access will not interfere with the Company's operation. The Company will furnish the Union with two (2) bulletin boards for union postings and information.

ARTICLE 2 - EMPLOYER'S RIGHTS

Section 1: Management and Direction

The Union recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

Section 2: Hiring and Discipline

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

ARTICLE 3 - UNION SECURITY

Section 1: Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct Union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 - 9292 - 200th Street, Langley, B.C. V1M 3A6.
- (b) become members of the Union within sixty (60) days from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 3 (a).

Section 2:

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.

- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed **USW R115** (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie WorkSafe B.C., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

United Steelworkers, Local 2009
Attn: Financial Secretary @604-513-1851

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agreed to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

Section 3:

The Company agrees that all present and future employees covered by this Agreement, as a condition of continued employment, shall sign a check-off card authorizing the Company to implement the provisions of section 2 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of Article 3.

Section 4:

Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.

Section 5: Employer Deductions From Wages - Employee Benefit Plans

The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties in this Agreement.

ARTICLE 4 - PLANT COMMITTEE

Section 1: Definition

For the purpose of this Agreement the "Plant Committee" are members appointed by the Union.

Section 2: Composition

The Plant Committee shall consist of not less than four (4) employees and not more than one (1) alternate with completed probationary period of employment with the Company who are members of the Union.

Section 3: Notification

The Union will, within thirty (30) days from the date of this Agreement, notify the Company in writing of the members of the Plant Committee. The Union or Plant Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Plant Committee will be recognized by the Company unless the above procedure is carried out.

Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to:

- (a) Article 15 – Joint Health & Safety Committee, where the members are designated according to the provisions of the *Workers Compensation Act*.

Section 5: Investigation/Processing Grievances

Where possible, Plant Committee duties will be performed outside of normal working hours. In no such case will there be any interference with production. If such duties are performed during working hours, a Plant Committee member must first obtain permission from their manager or designate.

Section 6: Labour Management Committee

A Labour Management Committee shall be established, consisting of four (4) Plant Committee employees and four (4) representatives of the Employer. On the written request of any of its member(s), the Labour Management Committee shall meet once every two months, during the term of this Agreement, to discuss key issues relating to the workplace that affect the parties or any employee bound by this Agreement. Such meetings will not interfere with production activities. The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees attending such meetings will be paid straight time wages for the time spent at the meeting.

ARTICLE 5 - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work in the operation for a full-time employee shall average eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over an average of eight (8) hours per day or forty (40) hours per week, except as provided in (b) below.
- (b) Double straight-time rates shall be paid for hours worked in excess of twelve (12) hours per day.
- (c) **Planned Overtime**
 - (i) If overtime is scheduled in advance, **a monthly sign-up sheet will be posted for overtime during the week.** The overtime will be assigned, by seniority, to employees in those classifications who are competent to do the job.
 - (ii) **If all overtime positions are not filled through the sign-up sheet, the Company will ask for additional volunteers or assign overtime by senior may/junior must principle.**
 - (iii) **Weekend/Statutory overtime will be posted via a sign-up sheet. Overtime will be awarded by seniority and qualifications.**
- (d) **Unplanned Overtime**
 - (i) Overtime will first be offered to the crew working on the shift at the time the overtime occurs. The overtime will be assigned, by seniority, to employees in those classifications who are competent to do the job.

- (ii) If the crew or any individual working that shift does not want the overtime, it will be offered to other employees on the same shift. The overtime will be assigned, by seniority, to employees in those classifications who are competent to do the job.

Should the Company not find sufficient volunteers in (c) or (d) above to meet production needs, employees in those classifications on the shift who are competent to do the job will be required to work in reverse order of seniority.

- (e) For purposes of this section herein a Statutory Holiday shall be considered a shift worked.
- (f) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Section 1(b) above.
- (g) Although we will always attempt to offer overtime on a voluntary basis, HCC reserves the right, as provided for in the BC Employment Standards legislation, to require employees to work overtime should it be necessary to meet production needs. (senior may junior must)

Section 2: Definitions and Casual Work

- (a) Regular employees are employees who have completed probation and work on a regular basis.
- (b) **Casual employees shall be employees who are on call and shall be used to fill vacancies caused by absenteeism, lateness, accidents, emergency situations and to complement full-time staff during temporary peaks in plant workload.**
 - (i) Casual employees are not eligible for benefits.
 - (ii) The Employer agrees to keep a separate seniority list for casual employees where seniority is based on hours worked.
 - (iii) Casual employees may apply for regular positions (only after all the regular employees have had the opportunity to bid on the said positions) and if selected, will be deemed a probationary employee if they have not completed forty-five (45) working days within ninety (90) calendar days following the date of entering employment.
 - (iv) In the case of (iii) above the employee's seniority date will then become the date they started working at the regular posted position that they were awarded.
 - (v) Regular laid-off employees who are competent shall have preference for available work over casual employees.

Section 3: Saturday and Sunday Work

Those full-time employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employee and the Company. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of these employees if worked unless a change in rest days has been agreed upon between the employee and the Company.

Section 4: Completion of Afternoon Shift

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight-time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

Section 5: Scheduling and Shift Preference

- (a) The staffing **master** schedule will be posted every week (Tuesday) on the notice board at the entrance to the Plant with the following week's schedule. In the event there are changes to the **master** schedule after management has posted the new schedule for the following week, management will **post updated daily schedules for all employees to review and** will inform the individual(s) verbally of the change.
- (b) In the event the company requires an employee to change their shift, we will endeavor to provide as much notice as possible and no less than 24 hours unless the change is required due to an unforeseen or emergency situation.
- (c) **When making schedules** skilled and non-skilled positions shall be filled by competency to the preferred (**start time**) shift in order of seniority. **See Appendix "B"**.
- (d) Employees, who need a temporary shift change to accommodate personal circumstances may arrange shift change between each other. It will be the responsibility of the employees requesting the change to advise their supervisor in advance of the requested shift change and fill out a form requesting the change. **The Company must approve the requested change ahead of time for it to come into effect.** Such changes shall be made at no additional cost to the Employer.
- (e) Employees will not be scheduled to do short-turn-around (less than eight hours between shifts), except by agreement between the supervisor and employee.

(f) **The Company must keep all records for all call-in. The following procedure will apply:**

(i) **Under two (2) hours:**

- **Call employees in order of Appendix "B", number 7**
- **If no answer leave message and go to next employee and so on**
- **Once you contact an employee that agrees to come in tell them wait five (5) minutes and will call back to confirm**
- **No other employee calls back within five minutes of leaving message, confirm with employee contacted.**

(ii) **Over two (2) hours:**

- **Call employees in order of Appendix "B", number 7**
- **If no answer leave message must call back no later than two hours before shift starts (leave shift start time)**
- **Continue to call employees once you have contacted an employee to come in, confirm callback two hours before shift starts.**

Section 6: Rest Periods

All employees shall be entitled to two (2) fifteen-minute paid rest periods during each full-time regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

Section 7: No Work Guarantee

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

ARTICLE 6 - TECHNOLOGICAL CHANGE

Section 1: Technological Change

If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees the provisions of Section 54 of the *Labour Relations Code* will apply.

ARTICLE 7 - WAGES

Section 1: Rates of Pay and Premiums

The Parties agree that wages and premiums of employees covered by the Agreement shall be in accordance with Appendix A.

Section 2: First Aid Attendant Training

The Company will pay the cost of training (Tuition books etc.) and retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants.

ARTICLE 8 - PAY DAYS

The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions. All pay shall be direct deposit.

ARTICLE 9 - STATUTORY HOLIDAYS

The following days are General Holidays:

New Year's Day	Good Friday	Victoria Day
B.C. Day	Canada Day	Labour Day
Remembrance Day	Thanksgiving Day	Christmas Day
Boxing Day	Family Day	

Section 1: Operation

- (a) All employees who work on a general holiday shall be paid at the rate of time and one-half for all hours so worked except as provided for in Article 5 - Hours of Work, Section 1(b).
- (b) An hourly rated employee in the operation who qualifies for any of the holidays named herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday. (Only once through their employ with the company)

- (ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
 - (c) Employees while on leave of absence under Article 14, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

Section 4: Saturday Holidays

In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or the succeeding Monday, as agreed upon between the Company and the Plant Committee.

Section 5: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

Section 6: Holiday Shift

An employee working on a paid holiday shall be paid in addition to his holiday pay rate and one-half for any hours worked on a shift designated as the "holiday shift".

Section 7: Casual Employees

It is agreed that casual and probationary employees shall not qualify for Statutory Holiday pay except as provided under the B.C. Employment Standards Act.

Section 8: Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Plant Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

ARTICLE 10 – VACATIONS WITH PAY

Section 1: Entitlement

- (a) One (1) year Service completed, but less than Five (5) years' Service:

The annual vacation for employees with one (1) to four (4) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the employee during the period of entitlement.

- (b) Five (5) years' Service completed, but less than Seven (7) years' Service:

The annual vacation for employees with five (5) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the employee during the period of entitlement.

- (c) Seven (7) years' Service completed, but less than Fifteen (15) years' Service:

The annual vacation for employees with seven (7) to fifteen (15) Years' Service covered by this Agreement shall be four (4) weeks, and the pay therefore shall be based upon eight percent (8%) of the total wages or salary earned by the employee during the period of entitlement.

- (d) Fifteen (15) years' Service completed or greater:

The annual vacation for employees with fifteen (15) years' service covered by this Agreement shall be five (5) weeks, and the pay therefore shall be based upon ten percent (10% of the total wages or salary earned by the employee during the period of entitlement.

Completed Years of Service	Paid Vacation	% Paid
1 – 4	10 days	4
5 – 7	15 days	6
8 – 14	20 days	8
15+	25 days	10

Section 2: Vacation Pay

The Employer shall pay annual vacation pay at the rate of two percent (2%) for each weeks' entitlement based on straight-time wages.

Section 3: Vacation Pay on Termination

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

Section 4: Vacation Planning

Vacation must be planned in advance for each calendar year January to December. There will be two booking rounds for vacations. The first booking for all employees will be to submit their vacation choices for the next calendar year no later than November 30th. Vacations will be approved and employees notified of the approval no later than December 15th. The second booking for all employees will be to submit their vacation choices for the calendar year not later than March 31st. Vacations will be approved and employees notified of the approval no later than April 15th. Priority will be given to Seniority providing that the requested vacation is in blocks of five (5) days. Seniority will be a secondary factor for requests of less than five (5) days. Any holidays applied for after March 31st will be approved on a first come first serve basis and the employee will be advised of an approval within one (1) week or less of the request.

The maximum number of blocks that can be taken at one time is five (5) weeks.

If you are on an approved sick leave for greater than two weeks you may request a payout of vacation providing the vacation pay was earned in the previous year.

The plant is often closed for maintenance during the week between Christmas and New Years' Day; therefore, we encourage you to plan for one week of vacation time during this period in the probability of this closure.

We also encourage you to plan vacation time off during the typical slow periods normally October – February. It is understood that employees may use vacation time during plant shutdowns.

Minimum vacations to be taken during the 12 calendar months of each employee's vacation year will not be less than the Employment Standard Act (3 weeks) and cannot be banked.

The Company will book employees off for their vacation where they have not taken all of their vacation before the end of the year starting September 1st of each year. Where the Company is going to book an employee off for vacation they must give that employee a minimum of two (2) weeks' notice. Furthermore, the Company will endeavour to book employees off during shut downs or slow period prior to any other periods. Where the Company has assigned or booked an employee off for unused vacation, both the management and the employee can change the assignment on mutual agreement.

Section 5: Payment of Vacation Pay

- (a) Vacation pay will be paid to employees while on approved vacations.
- (b) Any unpaid vacation monies will be paid out at the end of each employee's vacation year.

Section 6: Employment Standards Act

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE 11 - CALL TIME

Section 1: Where No Work

Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.

Section 2: Where Work Commences

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his work is suspended because other reasons completely beyond the control of the employer, when two (2) hours must be paid.

Section 3: Call - In

On Occasion, employees may be called into work on an emergency basis or on short notice. In this event the employee will receive a minimum of four (4) hours call-in pay.

ARTICLE 12 - HEALTH AND WELFARE

Regular employees who have completed probation shall be eligible for the Company Health Benefits Program. MSP, will be paid 25% Employee, 75% by the Employer, all other benefits will be paid 40% Employee, 60% Employer. Changes for all other benefits, 40% Employee, 60% Employer will take effect the first month after ratification.

It is further understood that all employees are entitled to a Health Spending Account at two hundred dollars (\$200.00) per calendar year. An employee can carry over all or portions of their two hundred dollar (\$200.00) SA monies until March 31st of the following year.

If the Company ever changes benefit providers during the life of the agreement they must provide the same or greater benefit coverage. Drugs: Where the employee requires a "brand name" drug, the doctor will indicate "no substitution" on the prescription.

ARTICLE 13 - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by plant seniority.
- (b) Competency will be based on an assessment of an employee's ability to do the work and efficiently meet the requirements of the job.

Section 2: Reduction & Recall of Forces

- (a)
 - (i) In the event of a reduction of the forces, the last regular employee hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Plant Committee as soon as possible.
 - (ii) When recalling forces after a period of layoff following a reduction of forces, a regular employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep their regular job he may elect whether or not to apply their seniority to obtain a lower paid job, or a job paying the same rate of pay, or a job previously posted into over the last 24 months, or accept a layoff until his regular job becomes available, provided however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as their seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (c) Details of the application of this Section shall be worked out by the Local Union and the Company.

Section 3: Retention During Layoff

- (a) It is agreed between the Parties that seniority during layoffs for regular employees shall be retained on the following basis:
 - (i) Less than 1 year of service, retain seniority for six (6) months.
 - (ii) 1 year of service or more, retain seniority for twelve (12) months.
- (b) A laid-off regular employee's seniority retention is reinstated when recalled as a regular employee.
- (c) It shall be the employer's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their employer in writing of any change of address, **phone numbers. It is the employees' responsibility to ensure that contact information is current.**

Section 4: Job Posting / Rotation/Training

- (a) **All vacancies in skilled positions** shall be posted in advance for a period of not less than five (5) working days except when otherwise agreed. **List of skilled positions in attachment in Appendix "C".**
- (b) All vacancies **in (a) above** for each position will be awarded in accordance with Article 13, Section 1. **If the employee is not competent in accordance with Article 13, Section 1 they will be offered the opportunity to be trained for the position.**
- (c) In the event that an employee is promoted in accordance with the provisions of this section and within thirty (30) days of such promotion if they are not performing efficiently, or the employee wishes to do so, they will revert to their immediate previous job, without loss of seniority. If additional people are required, they will be drawn from the previous posting. Should the employee wish to revert back to his/her previous position, they shall not be eligible to bid on a posting for six (6) months.
- (d) An employee will be paid the rate of their newly posted position upon completion of thirty (30) days' work, unless deemed competent by the Employer earlier.
- (e) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article 13, Section 1.

- (f) The Company and the Union agree that production labour jobs be rotated **on each production line**. The Company and the Union agree to monitor the rotation and discuss any issues arising out of the rotation at Joint Labour Management Meetings. **Employees assigned to the Thiele, ABL, Mahaffy, Slicing, Tiromat and XL production lines continuously for more than two (2) weeks shall be trained in order to rotate.**

Section 5: Probationary Period

- (a) Employees will be hired on probation for forty-five (45) working shifts within a 90 calendar day period, during which time they are to be considered **casual employees** only, and during this same period no seniority rights shall be recognized. Upon completion of the probationary period they shall be entitled to seniority dating from the day on which they entered the Company's employ.
- (b) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.

Section 6: Seniority Will Be Maintained and Accumulated During:

- (a) occupational injury
- (b) absence from employment while serving in the non-permanent armed forces of Canada.
- (c) absence due to illness or non-occupational injury.
- (d) jury duty and collective bargaining negotiations
- (e) authorized leave of absence
- (f) Union leave

Section 7: Loss of Seniority

Seniority shall be lost and employment terminated if an employee:

- (a) Resigns
- (b) Is discharged for cause and not reinstated
- (c) Is laid off for more than the recall period in Article 13, Section 3
- (d) Fails to report to work following written notification of recall within seven (7) days
- (e) Fails to report to work following an authorized leave of absence
- (f) Is absent without leave

Section 8: Seniority List

The Employer shall post a current seniority list once every six (6) months, setting out the name and start date for each regular employee with a copy to the Union. The Employer shall provide the Union with each employee's address and phone number annually.

Section 9: Reinstatement

- (a) In any case where an employee has been transferred by the Company to a supervisory position for up to sixty working days and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:
- (i) If the Supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or,
 - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or,
 - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid off and subject to all the provisions of the Master Agreement.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority.

These employees will return to the job they held prior to the temporary supervisory assignment. Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

ARTICLE 14 - LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

Section 2: Pregnancy (Maternity) and Parental Leave

Pregnancy and Parental Leave shall be granted to employees in accordance with Part 6 of the Employment Standards Act of B.C.

Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave.

Section 4: Compassionate/Educational Leave

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate or educational reasons conditional on the following terms:

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave where a suitable replacement is not available.

Section 5: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) consecutive days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, same sex partner, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 6: Jury Duty

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 7: Union Business

- (a) The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant unpaid leave of absence to employees who are elected as representatives to attend Union meetings, Union Education, Union conventions, and Union Negotiations with the Employer in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given due notice in writing; in the case of (a) thirty (30) calendar days; and in the case of (b), five (5) calendar days.

Section 8: Public Office

- (a) The Company will grant unpaid leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much unpaid leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

Section 9: Sick Leave

- (a) Regular full-time employees are entitled to **five (5) paid sick days** per calendar year. The sick days are paid at 100% of regular earnings. **Sick notes can be requested by the Company when an employee is away due to sickness for three (3) or more days and/or if a sick day is used in conjunction during a Statutory Holiday under Article 9, Section 2, Qualifying Conditions (b).**

Section 10: Canadian Citizenship Day

- (a) HCC is supportive of our employees who are obtaining their Canadian Citizenship. If you are not yet a Canadian Citizen and become one while employed with us, HCC will grant regular employees the day off with pay.

An employee using a Canadian Citizenship Day must provide to your Supervisor a

copy of your citizenship certificate in order to ensure our records are updated and that you are paid for the day.

Section 11: Voting Day leave

- (a) Employees are entitled to have four (4) consecutive hours free from work for provincial elections and three (3) consecutive hours free from work for federal elections, while voting stations are open. Employees are responsible for contacting their supervisor at least one (1) week prior to Election Day to coordinate any required time off.

ARTICLE 15 - JOINT HEALTH & SAFETY COMMITTEE

Section 1: Composition

- (a) The Parties shall maintain a Joint Health & Safety Committee consisting of not more than twelve (12) members and not less than four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) years' experience in that type of operation over which their inspection duties shall extend.

Section 2: Duties

The general duties of the Joint Health & Safety Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.

Section 3: Pay for Meetings

- (a) The Company will pay straight-time rates to employee members for the actual time spent in attending Joint Health & Safety Committee meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job.

Section 4: Meetings During Work

Where Joint Health & Safety Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

Section 5: Investigations

In the case of a fatal accident, the Joint Health & Safety Committee and designate from the Union, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Section 6: Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

ARTICLE 16 - CONTRACTORS AND SUB-CONTRACTORS

As of the date of signing this Agreement the Company agrees that the introduction of a Contractor or Sub-contractor into this operation will not result in lay-offs to full-time positions held by regular employees, except where justified by special circumstances.

ARTICLE 17 - EDUCATION TRUST FUND

The Parties agree to establish a Fund based on the following parameters:

1. The Fund to be structured so as to comply with all requirements of a trust as specified by Revenue Canada.
2. The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be three cents (3¢) per hour per employee per hour worked for the term of the Collective Agreement.
3. The Funds will be paid to the Local Union Office and directed to the Education Trust Fund.
4. The Fund will provide funding for the purpose Education. To this end, the Union will develop and deliver a wide range of programs which may include:

- Grievance Handling
- Collective Bargaining
- Environmental Issues
- Land Use Issues
- Stewards Training
- Parliamentary Procedure & Public Speaking
- Communication Skills
- Leadership Training
- Economic Issues
- Benefits Training
- Health and Safety
- Union History

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs.

ARTICLE 18 - SAFETY EQUIPMENT

The Company shall supply required personal protective equipment in accordance with applicable safety legislation.

Regular employees will be reimbursed for Company approved footwear **and jackets** of up to **one hundred and fifty dollars (\$150.00)** per year upon submission of receipts. **(Employees can buy more than one pair in a calendar year but not to exceed \$150.00 in total).**

The Company will provide Maintenance employees up to one hundred and fifty dollars (\$150.00) per year to purchase or replace tools that are required for their job. All applications for reimbursements must be accompanied with the original receipt to the Company reimbursing the employee.

ARTICLE 19 - RRSP

Section 1:

The Company will match up to 4% of wages for all eligible regular full time employees who participate in the plan. Both employee contribution and Company match will show on the employee bi-weekly paystub. Where the employee does not contribute, the Company does not contribute. The RRSP Plan will be a "locked-in" plan for all employees.

Below is for all employees hired before March 30, 2012.

Years of Service	Amount Paid to the RRSP by the Company
After 2 years of service	\$80
After 3 years of service	\$85
After 4 years of service	\$90
After 5 years of service	\$100
After 6 years of service	\$110
After 7 years of service	\$120
After 8 years of service	\$130

Company agrees to pay the above amounts to regular existing employees from the Ready Award dated March 30th, 2012 per month regardless if they have worked or not worked.

Company further agrees to make all employees RRSP's whole from the previous years 2012, 2013, 2014 and 2015 of the contract no later than August 31st, 2015 as per the above paragraph.

The following is a list of whether RRSP's will be contributed:

- a) Leave of absence – No
- b) Educational Leave - No
- c) Compassionate Leave – No
- d) Jury Duty – Yes
- e) Union Business – Yes (The Company will provide the Union with a breakdown of wages to be paid including RRSP amount).
- f) Parental/Maternity Leave – Yes
- g) EI Sick Leave Benefits – No
- h) Company sponsored training – Yes
- i) Bereavement – Yes
- j) Short Term Lay-off – Yes, if there are any earnings in the month, the employee is entitled to RRSP benefits.
- k) WCB – Yes, if the employee is on benefits they are entitled to RRSP benefits unless deemed unfit for employment.

Section 2:

Canada Savings Bonds

Employees on payroll prior to the date of the Arbitration Award currently enrolled in the Canada Savings Bonds program will continue in the program. The Company will post all relevant information regarding dates, payment terms and pertinent information each year as provide by Revenue Canada.

ARTICLE 20 - PERMANENT CLOSURES

The Company agrees that employees affected by a permanent closure of its operation shall be given sixty (60) days' notice of closure.

ARTICLE 21 - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

- (a) Employees terminated by the employer because of permanent closure of the operation shall be entitled to severance pay equal to five (5) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Company.
- (b) Where the operation is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

ARTICLE 22 - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

In this Agreement, "grievance" means a difference between the parties relating to the interpretation, application or alleged violation of this Agreement, including whether the dismissal or discipline of an employee was for just cause.

The Company and the Union mutually agree that when a grievance arises, it shall be taken up in the manner set out below:

Step One

The individual employee involved or the steward shall first take up the grievance with the employee's direct supervisor within seven (7) calendar days of the date of the grievance first allegedly arising.

Step Two

If a satisfactory settlement is not reached, a member of the Plant Committee shall take up the problem with the HR representative, as designated by the Company. A statement in writing of the substance of the grievance, including the articles of this Agreement allegedly violated, shall be provided by the Union.

Step Three

If a satisfactory settlement is not reached, the grievance shall be referred in writing to the Union and the Plant Manager.

Step Four

If a satisfactory settlement is not reached, the grievance may be referred in writing by either party to arbitration as set forth in Article 23.

Section 2: Time Limit

If a grievance is not initially taken up by the employee within the time limited by Step One, or if a grievance is not advanced by the Union to the next stage under Step Two, Three or Four within fourteen (14) calendar days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

Section 3: Union Policy Grievances

A Union policy grievance must be initiated within seven (7) calendar days of the date of the grievance allegedly arising, or will be deemed abandoned. The initiation of a Union policy grievance will be at Step Two. Thereafter, Section 2 (Time Limit) applies. A Union grievance must include a statement of in writing of the substance of the grievance, and must identify the articles of this Agreement allegedly violated.

Section 4: Extension of Time Limit

A time limit as specified above may be extended by agreement in writing between the parties.

ARTICLE 23 - ARBITRATION

Section 1: Arbitrators

- (a) Where a grievance is referred to arbitration, the parties will select one of the following arbitrators to hear and decide the case:
 - 1. Vince Ready
 - 2. David McPhillips
 - 3. John Hall
 - 4. Irene Holden
- (b) Where the parties cannot agree on which of the above arbitrators to select for a case, the parties will select one of the arbitrators by lot.
- (c) The decision of the arbitrator shall be final and binding upon the parties.

Section 2: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 22, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (b) No one shall serve as an arbitrator who:
 - (i) either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) has participated in the grievance procedure preceding the arbitration;
- (c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing or whatever maybe reasonable to have the matter resolved.
- (f) The Parties shall appoint a panel of four (4) arbitrators. A single arbitrator shall be selected from this panel to hear any matter referred to arbitration by the parties.
- (g) The single arbitrator shall be selected from the panel of four (4) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his selection the dispute shall be reassigned to the next arbitrator in the rotation.

Section 3: Cost Sharing

The parties shall bear in equal proportions the fees and expenses of the arbitrator.

Section 4: Place of Hearing

The arbitration shall be held at a place decided by the parties, or, if there is a disagreement between the parties in that regard, at a place decided by the arbitrator.

ARTICLE 24 – STRIKES AND LOCKOUTS

- (a) There shall be no strikes so long as this Agreement continues to operate, and neither the union nor any officer or steward of the union shall authorize, counsel or acquiesce in a strike so long as this Agreement continues to operate.
- (b) There shall be no lockouts so long as this Agreement continues to operate.

ARTICLE 25 – GENERAL

Section 1 - BC Transit Pass Subsidy Program

The program has been discontinued as of December 31st, 2013. If B.C. Transit brings back the program the Company will offer the program based on the criteria and the past practice for costs to employees prior to it being discontinued.

Section 2 - Employee Assistance Program

HCC provides an Employee Assistance Program for the use of our employees. The Employee and Family Assistance Program is confidential, information, counseling and referral service for you and your immediate family. The program is designed to provide you with immediate, direct and voluntary access to experienced professionals who can assist you with a broad range of concerns including but not limited to;

- Personal or work related stress
- Relationship concerns
- Parenting
- Alcohol and drug abuse
- Grief and loss
- Family violence
- Anxiety and depression
- Legal and financial matters

Booklets and contact information are available in the Lunchroom or contact Human Resources for information.

Section 3 - Laundering of Uniforms

HCC provides uniforms for all employees requiring them. We also launder these uniforms through our uniform supplier. It is important that you deposit your soiled uniform in the bins provided to ensure timely cleaning. **(Uniform will include Lab Coats, Shirts and Pants).**

Section 4 - Hain Celestial Canada Product Samples

The Company believes their employees can be our greatest product goodwill ambassadors and for this reason we have the HCC Product Samples Program. The Company will deduct five dollars (\$5.00) from an employees pay for twelve product samples.

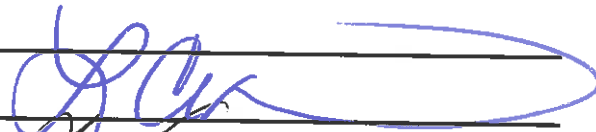
ARTICLE 26 - DURATION OF AGREEMENT

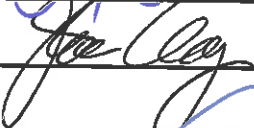
- (a) The Parties hereto mutually agree that this Agreement shall be effective from **March 31st, 2015 to midnight March 30th, 2018** and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry **March 30th, 2018**. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the expiry of the collective agreement. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.

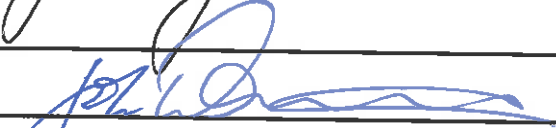
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Master Agreement.

Signed this 30th day of SEPTEMBER, 2015.

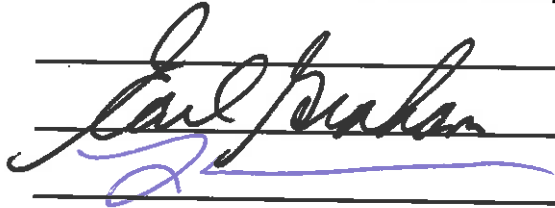
HAIN-CELESTIAL CANADA, ULC







**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**





Appendix "A"
Classifications and Wage Rates

NEW CLASSIFICATION	2014 START RATE	March 31/2015 2%	March 31/2016 2%	March 31/2017 2%
Machine Operator – 0-2080 hours	15.63	15.94	16.26	16.59
Machine Operator – 2081-4160 hours	16.61	16.94	17.28	17.62
Machine Operator – 4161-6240 hours	17.58	17.94	18.30	18.66
Machine Operator – Top Rate 6241 hours – Top Rate	19.54	19.93	20.33	20.73
Material Handler – 0-2080 hours	16.36	16.69	17.02	17.36
Material Handler – 2081-4160 hours	17.39	17.73	18.09	18.45
Material Handler – 4161-6240 hours	18.41	18.78	19.15	19.54
Material Handler – 6241 hours Top Rate	20.45	20.86	21.28	21.71
Mixer Operator – 0-2080 hours	16.63	16.96	17.30	17.65
Mixer – 2180-4160 hours	17.67	18.02	18.38	18.75
Mixer – 4161-6240 hours	18.71	19.08	19.46	19.85
Mixer – 6241 hours – Top Rate	20.79	21.20	21.63	22.06
Production Labour – 0-2080 hours	15.03	15.33	15.64	15.95
Production Labour – 2081-4160 hours	15.97	16.29	16.62	16.95
Production Labour - 4161-6240 hours	16.91	17.25	17.59	17.95
Production Labour – 6241 hours Top Rate	18.79	19.17	19.55	19.94
Sanitation – 0-2080 hours	15.63	15.94	16.26	16.59
Sanitation – 2081-4160 hours	16.61	16.94	17.28	17.62
Sanitation – 4161-6240 hours	17.58	17.94	18.30	18.66
Sanitation – 6241 hours – Top Rate	19.54	19.93	20.33	20.73
Team Lead and Shipper/Receiver (If any material handlers in the warehouse cover shipper/receiver role they get lead premium).	20.79	21.21	21.63	22.06
Maintenance Journeyman – Electrician, Millwright-0-2080 hours	30.06	30.66	31.27	31.90
Maintenance Journeyman – Electrician, Millwright-2081 hours Top Rate	33.40	34.07	34.75	35.44
Maintenance Mechanic 0-2080 hours	n/a	n/a	n/a	n/a
Maintenance Mechanic – 0-4160 hours	28.56	29.13	29.71	30.31
Maintenance Mechanic 4160 hours – Top Rate	31.73	32.36	33.01	33.67
Maintenance Helper – 0-2080 hours	16.91	19.20	19.58	19.98
Maintenance Helper – 2181 – 4160 hours	17.97	20.40	20.81	21.22
Maintenance Helper – 4161-6240 hours	19.03	21.60	22.03	22.47
Maintenance Helper – 6241 hours – Top Rate	21.14	24.00	24.48	24.97
Maintenance Apprentice – 0-2080 hours	16.91	19.20	19.58	19.98
Maintenance Apprentice – 2081-4160 hours	17.97	20.40	20.81	21.22
Maintenance Apprentice – 4161-6240 hours	19.03	21.60	22.03	22.47
Maintenance Apprentice -6241 hours – Top Rate	21.14	24.00	24.48	24.97
Casuals	0.00	14.00	14.28	14.57

Red Circled employees Ruben Ruiz and Melodia Maranan will receive a lump sum payment of two hundred and fifty (\$250.00) in each year of the agreement. Silvia Flamenco, Julie Sustituido, Irlas Calero, Estella Sanchez and Manuel Bautista will receive a lump sum payment of \$250.00 in 2015 and maintain their \$19.98 rate. They will then go to the negotiated increases in 2016 and 2017.

Darren Winkelmann – the Company will pay \$5200.00 into his RRSP account in the year 2015 and furthermore his rate for 2015 will be \$19.98 and then go to negotiated increased in 2016 and 2017.

Maintenance Helper – Ramil Enriquez – increase wage rate to \$24.00 in 1st year of agreement including any other increases thereafter in each year of the agreement.

PREMIUMS

Premiums applied during hours worked in that position/time	Ticket Premium Amount	Premium Subject to Overtime Pay
Shift premium (between 6:00pm – 5:00 am)	1.25	No
First Aid – Active	1.00	No
First Aid – Non Active	0.50	No
Maintenance Premiums		
Boiler Ticket	1.00	No
Chief Engineer	0.75	No
EFSR Ticket	0.75	No
Lead Hand – Maintenance (Appointed)	0.75	No

***All employees working 8:00 p.m. to end of shift in sanitation and maintenance will be paid for their lunch break as per past practice.**

APPENDIX "B"

SCHEDULING PROCESS

(In reference to Article 5, Section 5 (c))

1. Shift scheduling will be done by:
 - (a) Seniority
 - (b) Qualifications
 - (c) Preferred shift
 - (d) Start Time (senior qualified employee will be scheduled before junior qualified employee within the shift.)
2. Skilled positions are scheduled first and the Production Labourer thereafter.
3. Employees must have 8 hours free from work between shifts (same as Article 5, Section 5(e)).
4. If employees are requested to leave early for scheduling purposes to work the next shift, it shall be with no loss in pay.
5. Shifts defined: AM shift (start times between 4 a.m. and 12 noon) and PM shift (start times after 12 noon – 6 pm) and Night shift (start times after 6 pm to 4 am). Seniority for scheduling purposes applies to changes from one shift to another shift as per #7 below.
6. If there are no-shows for any reason or there is a need to add additional staff/team, we will call the most senior qualified NON-SCHEDULED employee for that day/shift. We will NOT call staff that is already scheduled for the day (exception: if there is no more qualified non-scheduled staff available).
7. If we need to call someone to come in earlier than their scheduled start time: call the most senior qualified person first. If we need to call in a whole team to come in earlier, we will call the entire team as scheduled (example: slicing team).
8. Thiele Line Scheduling: as per LOU #1.
9. General: scheduling procedure in Appendix "B". May be revised upon mutual agreement with the Union.

APPENDIX "C"

SKILLED POSITIONS

- Millwright
- Electrician
- Power Engineer (Chief) – 3rd class engineer based on qualifications
- Maintenance Mechanic
- Team Leader (by seniority)
- Material Handler Warehouse (Forklift)
- Material Handler Production (Forklift)
- Mixer/Cutter
- Tiromat Operator
- ABL Line Team Leader
- Secondary Operator
- Forming ABL Operator
- XL Operator
- Peeler Operator
- Formax Operator
- Francomatic Operator
- Mahaffy Operator
- Multivac Team Leader
- Sanitation
- Cleaner
- Shipper/Receiver

LETTER OF UNDERSTANDING #1

BETWEEN: Hain-Celestial Canada, ULC
[1638 Derwent Way, Delta, B.C. V3M 6R9]
(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS' INTERNATIONAL UNION (UNITED STEELWORKERS)

(ON BEHALF OF LOCAL UNION 2009)

(Hereinafter known as the "UNION")

OF THE SECOND PART.

RE: THIELE SCHEDULE

For the life of the Collective Agreement the scheduling for the Thiele for day shift and afternoon shift will be as follows:

Day Shift – 6:30 a.m. to 3:00 p.m.

Afternoon Shift – 3:00 p.m. to 11:30 p.m.

It is further agreed when overtime is needed that the Company can schedule one (1) hour or more of overtime starting at 5:30 a.m. for the day shift and ending at 12:30 a.m. for afternoon shift.

If there are issues that come about with respect to the overtime the Company and Union will meet to discuss the concerns and by mutual agreement can amend this agreement.

Furthermore, under emergency conditions where the Company needs to change the start/stop times above and where there are bona fide reasons to meet production and customer requirements that are shown to the union, the union will not deny the request and the start/stop time will be adjusted accordingly.

Signed this 30TH day of SEPTEMBER, 2015.

HAIN CELESTIAL CANADA

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

