

**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, 2022 – March 30, 2025**

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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 April 26, 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.
- (d) All work within the scope of this agreement shall only be performed by members of the union who are in the bargaining unit. No supervisor or other management shall perform any work that is done by the Union members unless it is a union member within Article 13 – Seniority Section 9 – Reinstatement.
- (e) In a situation where there is a shortage of employees (short term absences) supervisory staff can temporarily (short periods throughout shift) perform work to minimize impacts on production and to provide support to attending employees. The employer shall make every attempt to replace or call in other employees to do the work. If asked, the employer shall provide to the union their teams or cell phone records on their attempts to replace or call in other employees to fulfill the positions(s) needed.

## **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 Director, HR Manager or Director of 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.

The Company retains the right to discipline an employee for just cause. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted as a result of the investigation, they will be disciplined within five (5) working days, unless the employee is absent, the discipline would be issued upon their return to work.

The Company favours “Corrective Discipline” as opposed to “Punitive Discipline” so agrees to follow the procedure of progressive discipline as follows:

1. A Verbal Warning – in the presence of a Steward.
2. A Written Warning – copy to Union.
3. A Suspension Without Pay (specified time frame) – copy of notice to Union.
4. Discharge – copy of notice to Union.

Stages of the progressive discipline policy may be bypassed for serious infractions.

A Union Representative shall be present at any step of the disciplinary procedure as per the above. The Union shall receive all copies of disciplinary notices given to employees.

All discipline shall be administered by Management.

RELIEF – All written warnings, reprimands and suspensions shall be rescinded and removed from the employee’s personnel file, after a period of twenty-four (24) months after the date of issued disciplinary action and shall not be used against the employee thereafter.

### **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 – 200<sup>th</sup> 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. The Labour Management Committee shall meet **at a minimum** 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 with the classifications, dates and times needed. 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 as per (i) above. 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) Fulltime employees are employees who have completed probation.
- (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. **This may be extended by the Employer, with the consent of the Union, for a further fifteen (15) days to sixty (60) working shifts within a ninety (90) calendar day period.** However, if casual employee(s) at any time during their employment work forty-five (45) working days within a ninety (90) calendar day period following the date of entering their employment, they shall be considered fulltime employee(s). After three (3) months of continuous employment they shall be entitled to all benefits (as per the Plan text).

- (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	<b>National Day for Truth and Reconciliation</b>

**And any other day declared as a Statutory Holiday by the Provincial Government.**

### 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 their regular job rate of pay for their 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 their last scheduled work day before, and their first scheduled work day after the holiday, unless their 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 their 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) 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 their total gross wages or salary earned by the employee during the period of entitlement.
- (b) 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 **their total gross** wages or salary earned by the employee during the period of entitlement.
- (c) The annual vacation for employees with eight (8) to fourteen (14) Years' Service covered by this Agreement shall be four (4) weeks, and the pay therefore shall be based upon eight percent (8%) of their total gross wages or salary earned by the employee during the period of entitlement.
- (d) The annual vacation for employees with fifteen (15) years' plus service covered by this Agreement shall be five (5) weeks, and the pay therefore shall be based upon ten percent (10% of their total gross 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**

Total gross wages earned by the employee during the period of entitlement for Section 1 above is defined as:

All wages or salary for all hours worked or spent in training, overtime, call-in pay, retroactive pay, all premium pay, Statutory Holiday pay, vacation pay, Jury Duty pay, Bereavement pay, and earned sick days taken pay.

## **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 31<sup>st</sup>. Vacations will be approved and employees notified of the approval no later than April 15<sup>th</sup>. 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 31<sup>st</sup> 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.

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 and cannot be banked.**

**However, employees should be using all their vacation entitlement according to Section 1: Entitlement (d).**

**Maximum of one (1) employee on vacation in Warehouse, Maintenance, two (2) employees on vacation in Sanitation, five (5) employees on vacation in Production at any one time.**

**The request must be approved by the Company based on seniority and availability. Additional requests in any department will not be unreasonably denied.**

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 1<sup>st</sup> 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.
- (c) **Vacation pay will only be paid if an employee requests payment in writing, during a shortage of work or layoff.**
- (d) **If you are on an approved sick leave for greater than two (2) weeks you may request a payout of vacation providing the vacation pay was earned in the previous 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 their 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 their 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 their 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. **All benefits shall be paid as follows:**

<b>2021</b>	<b>80/20% (Employer/Employee)</b>
<b>2022</b>	<b>80/20% (Employer/Employee)</b>
<b>2023</b>	<b>80/20% (Employer/Employee)</b>
<b>2024</b>	<b>80/20% (Employer/Employee)</b>

\* If the Employees within the Company at any time throughout the agreement retains benefits better than 80% Employer, 20% Employee then all employees entitled to benefits under the Collective Agreement will receive the same.

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) HSA monies until March 31<sup>st</sup> 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. **Eq. Life Policy #814216 Class 4.**

**Eye Exam - \$100.00 every 24 months**  
**Paramedicals - \$400.00**

Benefit Retention during layoff – Coverage will continue as per past practice.

## 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 Shop Committee as soon as possible.
- (a) (ii) When recalling forces after a period of layoff following a reduction of forces, a regular employee shall be recalled in order of their 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 they will not be able to keep their regular job they 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 their regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, they 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 their 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 as attached in Appendix "C". All postings shall be in duplicate with one copy for the management and one copy to the Union. Once the posting has been awarded, it shall be posted and a copy shall also be given to the Union. If for any reason an employee reverts back to their previous position, the Union shall be notified.
- (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 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 their 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. **This may be extended by the Employer, with the consent of the Union, for a further fifteen (15) days to sixty (60) working shifts within a ninety (90) calendar day period.** 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 their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:
  - (i) If the Supervisor has the bargaining unit seniority, they shall revert back to their previously held job, or,
  - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority, competency considered, or,
  - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, they 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 their absence to the Company as soon as may be reasonably possible.

### **Section 2: Unpaid Leaves of Absence**

**Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with the provisions of Part 6 of the Employment Standards Act. These presently include for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Covid-19 Related Leave, Reservists Leave, Leave Respecting Disappearance of a Child, or Leave Respecting the Death of a Child.**

### **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 they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) 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, **brother-in-law, sister-in-law**, stepchildren, step-parents, **step-grandparents**, grandparents, grandparents-in-law and grandchildren.
- (c) **A maximum of five (5) paid consecutive days when travel is required, outside of the province or country to attend a funeral of an employee's spouse, same sex partner, parents, siblings, children, grandparents and grandchildren.**
- (d) **In the event of the death of anyone who is considered a friend or close relative, an employee shall be entitled to one (1) day of unpaid time off. Such requests will not be unreasonably denied.**
- (e) 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 they 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 their regular straight-time hourly rate of pay for their 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 their Company within thirty (30) calendar days after completion of their 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 their 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). **Any unused time shall be paid out on the last pay period of December. Sick notes can be requested to address patterned absences such as sick days taken in conjunction with days off. Cost of Doctor's notes is the employer's responsibility.**

### **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: Responsibility**

- (a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.
- (b) A Joint Health & Safety Committee for the workplace shall be established in accordance with the following:
  - i) it must have at least four (4) members;
  - ii) at least half the members must be worker representatives;
  - iii) The Union shall elect employees as representatives to the Joint Health & Safety Committee;
  - iv) There shall be two (2) Co-Chairs, one selected by the worker representatives and the other selected by the employer representatives.
- (c) The Joint Health & Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson with mutual agreement is empowered to call extra meetings at any time.
- (d) The Company will pay straight time rates, to employee members for the actual time spent in attending JHSC meetings outside working hours.
- (e) Where JHSC meetings are held during working hours, with the consent of the Company, the employees time will not be deducted for attending such meetings, inspections or incident investigations.

### **Section 2:**

- (a) Part 2 of the BC Workers Compensation Act, and the Occupational Health Safety Regulation is incorporated into and forms part of this agreement. The employer, the union and the employees agree to abide by those provisions unless this agreement provides otherwise.
- (b) **Unresolved Safety Issues**  
The Joint H&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the Worksafe BC.



### **Section 3: Investigations**

The co-chairs or a member of the Joint Health & Safety Committee or their designate shall accompany a WorkSafe B.C. Inspector during the workplace visits.

In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified and shall be permitted to have two of its representatives participate with the Joint Health & Safety Committee in the work place to conduct a full investigation into the fatality or injury. The two representatives can either be from the Local Union, District 3 office or a combination of both.

### **Section 4: 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.

### **Section 5: Refusal of 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 their supervisor or employer.**
- (c) A supervisor or employer 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 their opinion the report is not valid, must so 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 employer must investigate the matter in the presence of the worker who made the report and in the presence of:
  - (i) a worker member of the joint committee.**
  - (ii) a worker who is selected by a trade union representing the worker, or**
  - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.****
- (e) 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 employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.**

- (f) **During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reasons for the refusal.**

## **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 **two hundred dollars (\$200.00)** per year upon submission of receipts. (Employees can buy more than one pair in a calendar year but not to exceed **\$200.00** 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:

In 2021 the company shall contribute 4% of the total gross wages for all eligible employees who are entitled to benefits into their RRSP accounts. Employees shall further be entitled to have payroll deduction into their RRSP account upon written notification to the employer. The Company shall match a further .5% where the employee contributes a minimum of .5% of their gross wages into their RRSP.

**In 2022 the company shall contribute 4% of the total gross wages for all eligible employees who are entitled to benefits into their RRSP accounts. Employees shall further be entitled to have payroll deduction into their RRSP account upon written notification to the employer. The Company shall match a further .75% where the employee contributes a minimum of .75% of their gross wages into their RRSP.**

**In 2023 the company shall contribute 4% of the total gross wages for all eligible employees who are entitled to benefits into their RRSP accounts. Employees shall further be entitled to have payroll deduction into their RRSP account upon written notification to the employer. The Company shall match a further .75% where the employee contributes a minimum of .75% of their gross wages into their RRSP.**

**In 2024 the company shall contribute 4% of the total gross wages for all eligible employees who are entitled to benefits into their RRSP accounts. Employees shall further be entitled to have payroll deduction into their RRSP account upon written notification to the employer. The Company shall match a further 1.0% where the employee contributes a minimum of 1.0% of their gross wages into their RRSP.**

All monies will be forwarded to the CUMIS Life Insurance Company plan. (Date to be determined by the parties after ratification)

The administrator will provide members education and diversified investment choices. The administrator can only be changed through the plan sponsor.

No employee will be allowed to withdraw or transfer any monies from their individual RRSP account unless they are terminated, retire, or become disabled from doing any work.

The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration. The contributions will be made no later than the 15th day of the month following the month in which the contributions were earned.

The plan sponsor is the USW District 3 Group RRSP. The Company is a participant of the plan whose sole responsibility is to make contributions to the plan on behalf of its employees as outlined above. CUMIS Life Insurance Company will be the plan administrator and will provide members education and diversified investment choices. The administrator can only be changed through the plan sponsor.

## **ARTICLE 20 – DOMESTIC VIOLENCE AND THE WORKPLACE**

**Section 1** Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

1. The Parties agree to the joint development of a work plan to deal with issues related to communication, education and training of Stewards and Supervisory personnel.
2. The Parties agree to the joint development of a pamphlet and other communication materials related to resources and supports regarding domestic violence to be distributed to employees.
3. The Parties agree to joint Labour/Management training and to incorporate into existing training programs for supervisors and management staff information related to domestic violence to increase awareness, how it may impact the workplace and the resources available to deal with this issue.
4. The Employer agrees to grant an employee up to **five (5) days of paid leave and an additional five (5) days of unpaid leave** to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.

5. Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.
6. It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.

## **ARTICLE 21 – VIDEO SURVEILLANCE**

**Section 1** The employer agrees that all video surveillance during working hours cannot be directed at any employees while working or on breaks. Furthermore, the employer agrees that video surveillance will not be used for the sole purpose of disciplining an employee or in an arbitration hearing.

**Section 2** **Cameras**

- (a) Access to surveillance cameras for viewing shall only be for the Plant Director, Production Supervisor and Human Resources Manager which can only be viewed from inside the building.
- (b) Placement of the surveillance cameras shall be directed at areas of access to the facility for the purpose of safety and security and shall be recording at all times throughout the day in a twenty-four (24) hour period. Notices shall also be posted for the employee's awareness.

## **ARTICLE 22 – 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 23 – 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 plus, an additional** five (5) days pay for each year of continuous 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 24 – 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 Director.

#### **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 25 - ARBITRATION**

### **Section 1: Arbitrators**

- (a) Where a grievance is referred to arbitration, the parties will **mutually select an arbitrator to hear and decide the case.**
- (b) 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 their 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 their 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 their 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 26 – 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 27 – GENERAL**

### **Section 1 - 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 28 - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from **March 31<sup>st</sup>, 2022 to midnight March 30<sup>th</sup>, 2025** 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 30<sup>th</sup>, 2025**. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HAIN-CELESTIAL CANADA**

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

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**Appendix “A”**  
**Classifications and Wage Rates**

<b>CLASSIFICATIONS:</b>	<b>Start Rate March 2021</b>	<b>March 31/22 3% + \$1000</b>	<b>March 31/23 3%+ \$500</b>	<b>March 31/24 3%+ \$500</b>
Machine Operator – 0-2080 hours	17.96	18.50	19.05	19.63
Machine Operator – 2081-4160 hours	19.07	19.64	20.23	20.84
Machine Operator – 4161-6240 hours	20.20	20.81	21.43	22.07
Machine Operator – Top Rate 6241 hours – Top Rate	22.43	23.10	23.80	24.51
Material Handler – 0-2080 hours	18.79	19.35	19.93	20.53
Material Handler – 2081-4160 hours	19.97	20.57	21.19	21.82
Material Handler – 4161-6240 hours	21.15	21.78	22.44	23.11
Material Handler – 6241 hours Top Rate	23.49	24.19	24.92	25.67
Mixer – 0-2080 hours	19.10	19.67	20.26	20.87
Mixer – 2180-4160 hours	20.30	20.91	21.54	22.18
Mixer – 4161-6240 hours	21.49	22.13	22.80	23.48
Mixer – 6241 hours – Top Rate	23.88	24.60	25.33	26.09
Production Labourer – 0-2080 hours	17.27	17.79	18.32	18.87
Production Labourer – 2081-4160 hours	18.35	18.90	19.47	20.05
Production Labourer - 4161-6240 hours	19.43	20.01	20.61	21.23
Production Labourer – 6241 hours Top Rate	21.59	22.24	22.90	23.59
Sanitation – 0–2080 hours	17.96	18.50	19.05	19.63
Sanitation – 2081-4160 hours	19.07	19.64	20.23	20.84
Sanitation – 4161-6240 hours	20.20	20.81	21.43	22.07
Sanitation – 6241 hours – Top Rate	22.43	23.10	23.80	24.51
Team Lead and Shipper/Receiver (If any material handlers in the warehouse cover shipper/receiver role they get lead premium).	23.88	24.60	25.33	26.09
<b>Shipping Receiving Lead Hand (new classification)</b>		<b>25.66</b>	<b>26.43</b>	<b>27.22</b>
Maintenance Facility Technician	30.00	30.90	31.83	32.78
Maintenance Journeyman – Electrician, Millwright-0-2080 hours	40.00	41.20	42.44	43.71
Maintenance Journeyman – Electrician, Millwright-2081 hours Top Rate	41.36	42.60	43.88	45.20
Maintenance Mechanic 0-2080 hours	n/a	0.00	0.00	0.00
Maintenance Mechanic – 0-4160 hours	35.81	36.88	37.99	39.13
Maintenance Mechanic 4160 hours – Top Rate	39.44	40.62	41.84	43.10
Maintenance Helper – 0-2080 hours	21.63	22.28	22.95	23.64
Maintenance Helper – 2181 – 4160 hours	22.96	23.65	24.36	25.09
Maintenance Helper – 4161-6240 hours	24.33	25.06	25.81	26.59
Maintenance Helper – 6241 hours – Top Rate	27.03	27.84	28.68	29.54
Maintenance Apprentice – 0-2080 hours	21.63	22.28	22.95	23.64
Maintenance Apprentice – 2081-4160 hours	22.96	23.65	24.36	25.09
Maintenance Apprentice – 4161-6240 hours	24.33	25.06	25.81	26.59
Maintenance Apprentice -6241 hours – Top Rate	27.03	27.84	28.68	29.54
Casuals	15.77	16.24	16.73	17.23

The Company shall pay all costs for renewal of tickets or certifications for employees where such tickets or certifications are needed.

Where an employee applies for a position under Article 13 – Seniority – Section 4: Job Posting/Rotation/Training (b) and the job is a lower classification that employee shall retain their rate of pay in the higher classification including increases. However, if the Employer needs to use that employee for relief in the higher classification the employee must comply with the request to keep their higher classification rate of pay.

Where an employee applies for a position under Article 13 – Seniority Section 4: Job Posting/Rotation/Training (b) and the job is in a higher classification the employee’s rate of pay will be not less than their years of service in the new classification.

**Any employee who is training another employee, shall receive a training premium of one dollar (\$1.00) per hour, for active training time only. The Company shall assign provision of training to a qualified employee.**

**PREMIUMS**

<b>Premiums applied during hours worked in that position/time</b>	<b>Ticket Premium Amount</b>	<b>Premium Subject to Overtime Pay</b>
Shift premium (between 6:00pm – 5:00 am)	1.25	No
First Aid – Active	1.00	No
First Aid – Non Active	0.50	No
<b>Maintenance Premiums</b>		
Boiler Ticket	1.00	No
Chief Engineer	1.00	No
EFSR Ticket	0.75	No
Lead Hand – Maintenance (Appointed)	2.00	No
<b>Training Lead – Maintenance (Appointed)</b>	2.00	No

\*All employees working **with a start time of 8:00 p.m.** to end of shift will be paid for their lunch break.

**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. General: scheduling procedure in Appendix "B". May be revised upon mutual agreement with the Union.

## APPENDIX "C"

### SKILLED POSITIONS

- Millwright
- Electrician
- Power Engineer (Chief) – 3<sup>rd</sup> and 4<sup>th</sup> 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