

COLLECTIVE AGREEMENT

DOMETIC MARINE CANADA INC.

AND

**SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS
UNION, CLAC LOCAL 501**

SEPTEMBER 1, 2023 – AUGUST 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to set forth and establish an amicable method of settling any differences, which may arise between the parties, and to set forth the conditions of employment to be observed by the Employer and the Union.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all Dometic Marine Canada Inc. employees at 3819, 3831, and 3971 No. 6 Road, Richmond, B.C., as described in the certification issued by the Labour Relations Board.
- (b) Nothing in this provision would restrict the Union from pursuing an application for successorship through the B.C. Labour Relations Board nor from responding, through the appropriate certification process, to a request from the employees of a tenant, sub-tenant or co-tenant for representation.
- 2.02 The Employer recognizes that duly appointed Representatives of Service, Health, Manufacturing and Allied Workers Union, CLAC Local 501 are authorized to act on behalf of the Union for the purpose of monitoring, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.03 Employees who are not members of the bargaining unit shall not perform work on any jobs that are included in the bargaining unit except in cases of instruction, the introduction of new

machinery, product launches, emergency or when regular employees are not available.

- 2.04 When conflicting requests or instructions are given to employees, the employee shall accept the instruction and direction from the most immediate supervisor readily available on site. This may be a leader.
- 2.05 In the event the Employer's present operations, covered by the bargaining certification, are moved to another location within BC, regardless of whether it is within or outside the boundaries of the City of Richmond, this Agreement shall be extended to cover such locations without the necessity of the Union applying to vary its certification order.
- 2.06 There shall be no revision, amendment or alteration to any of the terms and provisions of this Agreement except by mutual agreement in writing.

ARTICLE 3 - RELATIONSHIP

- 3.01 In all of their dealings with each other, the Company and the Union agree that management employees, bargaining unit employees, representatives of the Union and Union officials, will treat each other with dignity and respect. The Employer and Union are committed to maintaining a work environment which guarantees all employees the right to freedom from discrimination and harassment in the workplace. The Employer and Union agree to abide by the existing harassment and respectful workplace policy, as amended from time to time. Complaints involving two bargaining unit members will be investigated by the Company. Each member will have access to a Shop Steward during the investigation. The results of the

investigation will be communicated to the Union. The Union reserves the right to initiate its own investigation into the matter if deemed to be necessary.

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised with respect to any employee by reason of their membership and/or participation in the Union's activities.
- 3.03 The Employer shall allow thirty (30) minutes for orientation of new employees by a Shop Steward or Union Representative at a monthly meeting of new employees.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes the Employer as the exclusive authority, to decide upon and manage all business aspects of the enterprise; choose the products and their components to be manufactured or repaired, establish or modify work schedules; establish quality standards; assemble, assign and direct its workforce; and expand or curtail its business, provided that such actions are consistent with the purpose and terms of this Agreement.

ARTICLE 5 - UNION DUES

- 5.01 (a) The Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.

- (b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.

5.02 (a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.

- (b) In addition to the above, this itemized list shall also contain the following for each employee:

- Base hourly rate
- All hourly premiums
- Straight time hours worked
- Time and a half hours worked
- Double time hours worked
- Gross wages
- Name
- Address
- Date of Birth
- Telephone Number
- Email Address
- Social Insurance Number
- Date of Hire
- Classification

5.03 (a) Both parties recognize that in order to fulfil its obligations as the exclusive bargaining agent for all employees of the

bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.

- (b) Upon request from the Union on not more than a quarterly basis, the company will provide the Union with an updated membership list containing: full names, addresses, phone numbers and e-mails of our members.
- (c) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to elect, appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 The Employer agrees to recognize one (1) Shop Steward for a maximum of each thirty (30) employees. The Union will make every effort to have appropriate union representation on each shift.

- 6.03 The Employer shall be notified by the Union of the names of the Shop Stewards and the areas they are representing and any changes made thereto.
- 6.04 The Shop Stewards, along with the Union Representative(s), form the Union Committee.
- 6.05 The Employer agrees to recognize and deal with the Union Committee in respect of collective agreement issues.
- 6.06 (a) The Shop Stewards will seek the permission of their immediate supervisor or manager before leaving their work station to conduct legitimate union business. Permission shall not be unreasonably withheld.
- (b) “Legitimate union business” shall mean, for the purpose of this clause, dealing with employees issues concerning their relationship with the Employer that requires immediate attention.
- 6.07 Stewards, Committee persons or employees shall not suffer any loss of pay for time spent with the employer for purposes of administering the collective agreement.
- 6.08 When the Employer meets with an employee for the purpose of an investigation which has the potential to result in discipline or disciplinary matters, a Union representative or Shop Steward must be in attendance.
- 6.09 The Employer shall compensate Union Committee members at their regular straight-time wage rate for time served conducting business of the Union – Management Committee, and hours in

attendance beyond regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.

- 6.10 The Employer agrees that the Union's authorized representative(s), not employed by the Employer, shall be allowed access to its facilities, subject to prior permission having been obtained to visit the site. Further, such visits to the Employer's premises shall not interfere with the operations. Permission will not be unreasonably withheld.
- 6.11 Approved leave from work to attend to Union business will be unpaid. This leave will be considered as time worked for the purpose of calculating overtime as per Article 7.01 (f), but any overtime incurred as a result of Union business unrelated to the Employer's business shall be reimbursed by the Union.

ARTICLE 7 - HOURS OF WORK

7.01 Hourly Employees

- (a) The regular work week shall normally consist of five (5) consecutive shifts, Monday through Friday, as follows:
- | | |
|-----------------------------------|-------------------|
| (1 st shift) day | - eight (8) hours |
| (2 nd shift) afternoon | - eight (8) hours |
| (3 rd shift) night | - seven (7) hours |
- (b) The normal scheduled hours of work for Plant Operations shall be:
- | | |
|-----------------------------------|-----------------------|
| (1 st shift) day | - 6:30 am to 3:00 pm |
| (2 nd shift) afternoon | - 3:00 pm to 11:30 pm |
| (3 rd shift) night | - 11:30 pm to 6:30 am |
- (c) When operations deem it necessary, the Employer may establish alternative work schedules, including weekend

shifts. The Employer will discuss shift changes of an ongoing, substantial nature with the Union, prior to establishing same.

- (d) There shall be an unpaid, uninterrupted meal break of thirty (30) minutes such that, no employee will work longer than five (5) consecutive hours without an eating period.
- (e) Each employee is entitled to the following breaks:
 - (1) fifteen (15) minutes in the first half of a shift lasting six (6) or more hours
 - (2) ten (10) minutes in the second half of any shift lasting six (6) hours or longer
 - (3) ten (10) minutes at the beginning of each two (2) hour period worked if overtime is after the end of the employee's regular shift; or, at the end of each two (2) hour period worked if overtime is before the start of the employee's regular time.
 - (4) It is the intention of the parties that breaks will not be interrupted by supervisors and managers.
- (f) Overtime may be required from time-to-time, depending on workload. Overtime must be pre-approved. In the event overtime is required, employees will be paid as follows:
 - (1) time and one-half: the employee's regular wage for all hours worked in excess of the employee's scheduled shift or forty (40) hours per week.

- (2) double time: the employee's regular wage for all hours worked in excess of eleven (11) hours a day or forty-eight (48) hours per week unless the employee is on a 4 x 10 shift schedule, at which time double time is only payable for all hours worked in excess of twelve (12) hours in a day or forty-eight (48) hours per week.
- (g) (1) The Employer will make an effort to distribute available overtime hours equitably among the employees who have indicated a willingness to work overtime and have the ability to perform the work available.
- (2) In the event an insufficient number of employees are willing to work overtime, the Employer shall assign overtime to the most junior employee having the present ability to perform the work required.

7.02 Time Clocks: The time clock shall measure time worked to the nearest fifteen (15) minute increment. At some future date the Employer may eliminate use of time clocks.

7.03 Salaried Employees

- (a) Salaried employees are paid on an annual basis. For the purpose of paying overtime, time monitoring will apply.
- (b) The regular work week shall normally consist of five (5) consecutive work days, Monday through Friday, from 8:00 am to 5:00 pm.
- (c) When operations deem it necessary, the Employer may establish alternative work schedules, including weekend shifts. The Employer will provide the Union and the affected

employees with notice of the alternative work schedules prior to establishing same.

(d) Each employee is entitled to the following breaks:

- (1) fifteen (15) minutes in the first half of a shift lasting six (6) or more hours
- (2) ten (10) minutes in the second half of any shift lasting six (6) hours or longer
- (3) ten (10) minutes at the beginning of each two (2) hour period worked if overtime is after the end of the employee's regular shift; or, at the end of each two (2) hour period worked if overtime is before the start of the employee's regular time.
- (4) It is the intention of the parties that breaks will not be interrupted by supervisors and managers.

ARTICLE 8 - REPORTING ALLOWANCE

8.01 In the event that an employee reports for work on his/her scheduled shift and no work is available, he/she will be paid four (4) hours at his/her regular rate of pay.

ARTICLE 9 - CALL-IN-PAY

9.01 (a) An employee called for work outside his/her regular working hours shall be paid the greater of:

- (1) Time and a half for a minimum of four (4) hours; or

- (2) His/her regular base pay for all hours worked.
 - (b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his/her scheduled shift. In all such cases the employee shall receive his/her appropriate overtime rate.
- 9.02 Any employee who is called in when they have already been pre-approved for the day away from work shall:
- (1) Have the right to refuse coming to work; or
 - (2) Be paid in accordance with 9.01 (a) if they attend at work.

ARTICLE 10 - BEREAVEMENT LEAVE

- 10.01 In the event of death within an employee's immediate family, the employee shall be, at his/her option, entitled to be absent from work with pay at his/her regular wage for up to three (3) working days. For this purpose, "immediate family" is defined as:
- (1) spouse;
 - (2) children, including step children and adopted children;
 - (3) parents, guardian, brothers, sisters;
 - (4) grandparent, grandchild; and,

- (5) Any person (including parent-in-law, common-law spouse, step-parent, same sex partners and their children) that regularly resided in the employee's household as a member of the employee's family.

10.02 In the event of death within the employee's extended family, the employee, if attending funeral services shall be entitled to be absent from work with regular straight time pay for one (1) working day. For this purpose, "extended family" is defined as:

- (1) parents-in-law;
- (2) brothers-in-law, sisters-in-law;
- (3) grandparents-in-law.

Unless that person lived with the employee, at which point 10.01 would apply.

10.03 Unpaid bereavement leave will be governed by the Employment Standards Act.

ARTICLE 11 - WAGES

11.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Schedule "A" and Schedule "B" attached hereto and forming a part of this Agreement.

11.02 The Employer agrees that all employees shall be paid bi-weekly by direct deposit by the end of their shift on Friday.

11.03 New job classifications created during the term of this Agreement will be subject to discussions between the Employer and the Union. It is agreed that the Employer has the right to determine job content and qualifications. The Employer must negotiate with the Union the wage rate for any new position created. In the event the parties cannot agree on the wage rate, the parties agree to attend mediation at the BC Labour Relations Board.

ARTICLE 12 - PENSION AND RRSP PLAN

12.01 Employees are eligible to join the group Pension Plan and registered Retirement Savings Plan (RRSP) after one (1) year of service.

12.02 The Employer agrees to co-operate in deducting and remitting premiums to a group Pension Plan and Registered Retirement Savings Plan (RRSP). The Employer shall contribute the following:

(a) Five percent (5%) of basic monthly earnings to the existing Employer Pension Plan,

Twenty-five percent (25%) of an employee's personal contribution to the existing RRSP to a maximum Employer contribution of one and one-half percent (1.5%) of basic annual earnings to the existing RRSP.

ARTICLE 13 - SEVERANCE PAY

13.01 The Employer will pay a minimum of one (1) week's severance pay for each completed year of unbroken service and one twelfth (1/12) of a week's pay for each completed month in an

incomplete year to a maximum of sixteen (16) weeks' pay to employees who are terminated due to a partial or complete closure of the Employer's plant and/or as a result of their job being abolished. Severance pay will be based on the employee's regular straight time rate.

- (a) To be eligible for severance pay, the employee must have completed his/her probationary period. The employee shall receive the greater of the severance pay under this clause or the *Employment Standards Act*, but not both.
- (b) The Employer's liability described immediately above shall be deemed to be discharged if the employee fails to work to the end of his/her scheduled employment as determined by the Employer.

ARTICLE 14 - PLANT HOLIDAYS

14.01 Each entitled employee, shall receive a normal day's pay at the employee's regular rate for the celebration of the holidays listed below:

| | |
|----------------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| British Columbia Day | Boxing Day |

14.02 If one of the above-named statutory holidays occurs on a normally scheduled day off, the following regularly scheduled workday shall be observed as the statutory holiday unless an alternate day is mutually agreed on between the Employer and

the Union. Notification shall be given at least thirty (30) days prior to the statutory holiday.

14.03 In the event that a public holiday occurs during an employee's annual vacation, the employee shall be entitled to a day off, with pay, to be scheduled by mutual agreement either the day the employee would normally have returned to work or on another day.

14.04 An Employee who works at the Employer's request on a statutory holiday shall be paid at the rate of:

(a) one and one-half ($1\frac{1}{2}$) times the regular wage for the time worked through the first eleven (11) hours; and,

(b) double the employee's regular wage for the time worked over eleven (11) hours; and,

14.05 In Article 14.01 "entitled employee" means employees who have:

(a) completed at least thirty (30) calendar days of continuous employment; and,

(b) worked a minimum of ten (10) days during the thirty (30) day period prior to the holiday; and

(c) worked their regularly scheduled workday before and their regularly scheduled workday following the holiday, unless their absence is due to illness or accident, in which case the Employer shall have the right to request a confirmation certificate from a qualified medical practitioner.

14.06 For the purpose of calculating overtime, statutory holidays will be considered time worked.

ARTICLE 15 - VACATION

15.01 The Company and Union recognizes vacation as a means for employees to break away from their place of work, rejuvenate, and spend quality time as they choose to with family or friends.

15.02 Vacation will be accumulated on an annual basis based on their anniversary date and tenure with the Company and used in accordance with the following provisions.

For Salary and Hourly employees, vacation entitlement to a maximum of three (3) weeks annually will be considered “basic” entitlement and must be taken as time off. Entitlement beyond the basic level will be considered “supplemental” entitlement and can be treated in different manners as described herein. Where the Employer reasonably concludes that there is sufficient work to avoid lay-offs, hourly employee may work their supplementary vacation.

15.03 DEFINITIONS:

- (a) Earned Vacation: Vacation hours that are financially accrued per pay period and placed into the employee’s vacation bank.
- (b) Entitlement: Vacation entitlement is the total amount of vacation hours which can be taken in a given calendar or vacation year. It includes vacation hours within the individual’s vacation bank from the previous calendar or

vacation year, and vacation from the current year not yet earned.

- (c) Eligibility: Vacation Eligibility is the vacation in weeks an individual will be eligible to consume based on their respective tenure with the Company. Vacation Eligibility increases at specific intervals of service based on the individual's anniversary date.
- (d) Vacation allotment/bank: Accumulated vacation that an employee can exhaust immediately. This will be the earned vacation for the current vacation year, and any accrued unused vacation from previous year(s).
- (e) Vacation Year: The vacation year also known as the common vacation cycle is a calendar year, January 1st, to December 31st.
- (f) Anniversary Date: The date of hire used in determining the amount of vacation days an individual is eligible to use and which will be accrued/earned moving forward.
- (g) Accumulated Vacation Carryover: Unused earned vacation from the previous vacation year may be carried over for use in the new vacation year in accordance with the articles below.
- (h) Transition period: Period between the date of hire and beginning of the first common date vacation entitlement year (e.g. If the common date vacation entitlement year runs January 1 to December 31 and the employee is hired on September 1, the transition period will be from September 1 to December 31).

15.04 Eligibility and Vacation Earned: Employees will start to **earn** vacation from their first day of service as follows:

| Hourly Employees | | |
|------------------------------|---------------------|------------------------|
| Years of Service | Eligibility | Rate of Accrual |
| Less than one (1) year | 0.83 days per month | 4% of gross earnings |
| After one (1) year | 2 weeks*/Yr | 4% of gross earnings |
| After three (3) years | 3 weeks/Yr | 6% of gross earnings |
| After eight (8) years | 4 weeks/Yr | 8% of gross earnings |
| After fifteen (15) years | 5 weeks/Yr | 10% of gross earnings |
| After twenty-five (25) years | 6 weeks/Yr | 12% of gross earnings |

*For the purpose of this sub-article, “weeks” means the regularly scheduled group of consecutive days in a work week (i.e. 5 days x 8 hours, 4 days x 10 hours, etc.)

| Salaried Employees | | |
|------------------------------|--------------------|------------------------|
| Years of Service | Eligibility | Rate of Accrual |
| Less than one (1) year | NA | 0.83 days per month |
| After one (1) year | 2 weeks/Yr | 0.83 days per month |
| After three (3) years | 3 weeks/Yr | 1.25 days per month |
| After eight (8) years | 4 weeks/Yr | 1.66 days per month |
| After fifteen (15) years | 5 weeks/Yr | 2.08 days per month |
| After twenty-five (25) years | 6 weeks/Yr | 2.5 days per month |

15.05 Vacation pay: Pay for vacation will be made using the following principles:

- (a) Hourly Employees: As vacation is earned and accrued at the current rate of pay based on gross wages, vacation payment will be made on the regular pay covering off the period the employee will be on vacation.
 - (1) In the event hourly employees have not used their vacation entitlement and have earned vacation pay that is unpaid at the end of the calendar year, the unpaid vacation pay shall be automatically paid out immediately following the first full pay period during January. All unused vacation entitlement is forfeited at the end of the vacation year unless a carryover is agreed to by management.
- (b) Salary Employees: Vacation pay will be transparent, in that normal pay will occur on the normal pay period covering the time the employee is on vacation.
 - (1) Salaried vacation payout: payment of vacation dollars to salaried employees will not normally be allowed; vacation time will be taken and only under extraordinary circumstances will vacation pay be allowed to be paid out.
- (c) Statutory Holidays Occurring on Vacation: When a recognized statutory holiday occurs during an employee's vacation, that day will not be calculated against / subtracted from the employee's vacation bank.
- (d) Leave of Absence and Vacation Conflict: An employee who is on statutory leave may defer taking vacation until the leave expires. If the leave extends past the vacation year in which the vacation should have been exhausted, the

vacation will be taken as soon as practically possible after the statutory leave expires.

- (e) Vacation Scheduling: Vacation requests are satisfied in consideration of operational and departmental requirements and therefore, the Company retains the right to approve vacation or require vacation accordingly based on *bona fide* business reasons.
- (f) Illness while on Vacation: In the event that an individual is unable to complete their scheduled vacation due to medical reasons that qualify them for short term disability under Article 23.01(b)(5) or 23.01(c)(4), that time on short term disability will not be calculated against or deducted from the employee's vacation bank.

15.06 Vacation Use Hourly Employees:

- (a) Hourly Employees will be eligible to exhaust all vacation earned and in their vacation bank. Furthermore, hourly employees will be required to exhaust all their vacation in their vacation bank from the previous year prior to the end of the current year.
- (b) Vacations will be approved prior by the individual's manager/supervisor. Employees should not make any vacation commitments until vacation has been approved in writing.
- (c) The Employer shall post blank vacation schedules for hourly employees before November 1st each year. Employees shall enter their first preference in writing by November 30th. The requested vacation shall be confirmed by the Employer no

later than December 15 each year. It is suggested that hourly employees submit three choices in priority. Before December 15, vacation requests shall be determined by seniority within operational requirements. After December 15, remaining vacation openings shall be dealt with on a first come, first served basis, within operational requirements. Absent unusual circumstances, the Employer will respond to vacation requests that are submitted after the December 15 deadline within two (2) weeks of receiving such requests.

(d) Examples Hourly Employees:

- (1) Hourly Employee A – 5 year employee, with an anniversary date of July 1st, will earn 3 weeks' vacation or 1.25 days per month. He has 7 days from the previous year in his vacation bank. By December 1st, he will have earned an additional 6 full days in his vacation bank (5 months, July, Aug, Sep, Oct, Nov; at 1.66 days per month). He is entitled to exhaust 13 days in December (7 plus the 6).
- (2) Hourly Employee B – 7 year employee, with an anniversary date of August 31st, will earn 3 weeks' vacation in the current year of 1.25 days per month, until his anniversary date at which point he will earn 1.66 days per month as he now earns 4 weeks instead of three. He has zero (0) days in his vacation bank at the start of the year, January 1st. In December he wants to take holiday. He will have earned 15 days by December 1st in which he can use for his vacation; (8 months, Jan-Aug at 1.25 or 10 days, plus 3 months, Sep-Nov at 1.66 or 5 days).

15.07 Vacation Use Salaried Employees

- (a) Salaried employee will be **entitled** to take vacation which will be **earned** in the remainder of the Calendar year. In other words, salaried employees will be allowed to use their vacation entitlement for that year in that year even though the vacation has not yet been accrued or earned.
- (b) Salaried employees will be required to exhaust their full entitlement for that year prior to December 31st. Vacation not used may be carried forward only for one additional year at which point if it is still not used it will be paid out and forfeited.
- (c) Vacation requests will be submitted in writing on a “first come, first served” basis and will be granted based on operational needs.
- (d) Examples Salary Employee:
 - (1) Salaried Employee A – 5 year employee, with an anniversary date of July 1st, has zero days in her vacation bank from the previous calendar year and wishes to take 3 weeks’ vacation in July. In July, her vacation bank will show earned vacation of 7.5 days (6 months, at an earned level 1.25 days per month), her entitlement for the calendar year is 15 days. She may be granted vacation for 3 weeks as this policy allows salaried employees to exhaust their entitlement in the current calendar year.
 - (2) Salaried Employee B – 9 year employee, with an anniversary date of August 31st, will earn 4 weeks’

vacation in the current year of 1.25 days per month, until his anniversary date at which point he will earn 1.66 days per month as he now earns 4 weeks instead of three. He has zero (0) days in his vacation bank at the start of the year, January 1st. In December he wants to take holiday. He will be entitled to take 16 days. (His entitlement is 1.25 days for 8 months or 10 vacation days, Jan-Aug and 1.66 days for 4 months or 6 whole vacation days. His accrual or earned vacation for the calendar year will be 16.64 days; the fraction of a day will be carried over in the following year as part of that entitlement.)

- (3) Salaried Employee B situation 2, similarly above, he cannot take his vacation in this current calendar year and therefore will not exhaust vacation as required because of operational requirements.

15.08 Plant Maintenance Cycles/Shut-Downs/Inventory: The Employer may schedule seasonal, maintenance or inventory closures not exceeding 15 working days during the periods of July, August, October, November, December and January of each year provided it gives as much written notice as is reasonably possible but not less than thirty (30) days. During these seasonal closures the Employer may require the service of selected employees and require all remaining employees to utilize unscheduled vacation entitlement. Employees not having sufficient vacation entitlement to cover the closure period shall be placed on leave of absence without pay. Exceptions will be made upon request and not unreasonably denied.

15.09 Approving and Cancelling Vacation Requests Procedure:

- (a) Vacation requests must be approved by the employee's immediate manager or designate in the absence of the immediate manager who has the responsibility of ensuring employees take their vacation.
- (b) Approved or denied vacation requests must be communicated in writing to the employee.
- (c) Vacation requests and cancellations shall be made in writing on a timely basis.

15.10 Vacation Pay on Termination: When employment ends, an employee is entitled to be paid the vacation accrual that they have earned and which has not been used and must be paid within 5 business days. In the event that the employee has taken vacation within their entitlement for the vacation year, but not yet earned, the outstanding balance will be deducted from their pay.

15.11 Employees are responsible to request vacation utilizing their full entitlement. In the absence of the employee requesting vacation which utilizes their full entitlement, the employer may, at its discretion assign vacation to ensure employees exhaust their entitlement. The Employer agrees to exercise its discretion in good faith with regard to the needs of the business.

15.12 Nothing in Article 15 shall fall below the vacation pay requirements of the Employment Standards Act.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 (a) An employee wishing a leave of absence will make applications in writing to his/her Supervisor. The Employer will respond on the same form granting or denying the leave of absence and the reasons for denial. The Employer will provide a response within ten (10) working days of the request being made other than in the case of an emergency.
- (b) In the event that an employee requires leave on an emergency basis, he/she may contact his/her Supervisor by telephone.
- (c) Permission will not be unreasonably withheld, the Employer has a right to deny a leave of absence on the basis of operational reasons.
- (d) Employees on an approved leave of absence who want to return to work before the expected return date must give a minimum of 2 weeks' notice. If operationally feasible the Employer will attempt to accommodate an earlier return to work.
- (e) Employees must use banked OT, lieu time and unscheduled vacation, in that order, before general leaves of absence will be granted.
- 16.02 Employees may apply to attend Union business or to attend conventions or conferences away from the Dometic Marine Canada Inc. site. Requests and responses shall be made in writing. Approval shall not be unreasonably withheld.

- 16.03 The Employer will pay benefits to employees absent on union business, as verified by the Union.
- 16.04 The Employer agrees to grant an employee leave of absence without pay to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. Only (1) employee at a time can be absent for this purpose. The Union will reimburse the employee for lost wages and will be responsible for benefit costs while the employee is working in an official capacity for the Union.
- 16.05 The Employer will grant pregnancy and parental benefits and all other ESA leaves to employees in accordance with the Employment Standards Act as that may change from time-to-time. Eligible employees will not be deprived of a leave which they are entitled to under the Employment Standards Act. The Employer is entitled to proof of eligibility.
- 16.06 The Employer agrees to grant leave of absence for up to eight (8) hours to an employee renewing their visa or work permit. Such leave will be without pay.
- 16.07 The Employer agrees to grant leave of absence for up to eight (8) hours to an employee for the purpose of attending his/her swearing in ceremony as a Canadian citizen. Such leave will be without pay.

ARTICLE 17 - JURY AND WITNESS DUTY

- 17.01 A regular employee shall be granted leave of absence for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. Up to one month of this leave will be a leave with pay at his or her regular hourly shift rate, for the

normally scheduled number of hours the employee would have otherwise worked, subject to a set off of any monies received from the Crown.

- 17.02 An employee called for jury or witness duty shall be deemed to be on day shift the period he/she is required to serve or attend Court. The transfer to day shift will be without financial consequence or penalty to the Employer.

ARTICLE 18 - SENIORITY

- 18.01 Seniority is defined as the length of employment in the Bargaining Unit since the original date of hire.

18.02 Probationary Period

The seniority of each employee covered by this Agreement will be established after a probationary period of:

- (a) Sixty (60) working days for hourly employees
- (b) Ninety (90) working days for salaried employees.

An employee's probationary period may be extended with the agreement of the Union. Agreement will not be unreasonably withheld. Employees who worked a minimum of sixty (60) working days as temporary employees will not be required to serve an additional probationary period if hired as a regular full time employee.

- 18.03 There will be two separately administered seniority lists: "Hourly Employees" and "Salaried Employees". Seniority lists will designate each eligible employee's name, job classification, and

date of hire in descending calendar order in the following employment status.

(1) Regular full time;

(2) Probationary full time;

18.04 All promotions, transfers, filling of vacancies, layoffs, and recalls after layoffs will be done strictly in accordance with the principles set forth in Article 18.

18.05 In the event that more than one employee has the same date of hire, seniority will be determined by the employee number.

18.06 Seniority shall be maintained and accumulated during:

(a) Absence due to layoff, sickness or WCB injury;

(b) Authorized leave of absence;

(c) All ESA leaves of absence.

18.07 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:

(a) when the employee voluntarily quits;

(b) when the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;

- (c) when the employee is laid off and fails to return to work within three (3) working days after the employee has been notified to do so by the Employer by registered mail to the employee's last known address (a copy of such notice shall be sent to the Union);
- (d) when the employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months;
- (e) when an employee is absent without permission for three (3) consecutive working days, without notifying the Employer, unless the employee has an acceptable excuse for failing to notify;
- (f) when an employee is promoted out of the Bargaining Unit and six (6) months have passed since the promotion.

18.08 (a) The Union Representative will be issued an up-to-date seniority list with name, classification and date of hire within ten (10) working days of a new calendar quarter.

(b) A separate seniority list shall be mailed or emailed to the Local Union at an address provided by the Union. The seniority list shall contain the employees' name, classification, date of hire, current rate of pay for hourly staff, monthly earnings for salaried staff and the employee's latest address on file with the Employer.

(c) The Union will comply with all Provincial Privacy Legislation.

18.09 Layoff

When a work shortage necessitates a work force reduction, employees will be laid off in the following employee group

order, in reverse order of seniority within their job classification, provided those remaining are able and willing to perform the work available.

(1) Temporary workers

(2) Probationary employees

(3) Regular full time employees

(a) Whenever it is necessary to reduce the work force, any employee designated for layoff shall be given two (2) weeks' notice in writing, in advance of the date of layoff or, their regular pay in lieu of notice. A copy of the layoff notice shall be provided to the Union.

(b) The Stewards shall be retained by the Employer in the event of a layoff so long as there is work available that the Stewards are willing and able to perform notwithstanding their position on the seniority list, subject to Article 6.02.

18.10 Job Vacancies

(a) Announcements of opportunities for all job vacancies in new jobs, existing jobs, training positions, and apprenticeship positions within the bargaining unit, will be posted on the bulletin board of each lunchroom for a period of ten (10) days prior to the filling of the job vacancy. If a posting is temporary, the expected duration, if known, will be included in the posting. Employees desiring consideration in the filling of the job vacancy shall signify their desire by applying for the job notice during the period in which it is posted.

- (b) In filling posted vacancies, the skill, knowledge and ability of the applicants for the position shall be the primary consideration. Where two or more regular employees qualify, seniority shall be the determining factor. The skill, knowledge and ability for vacancies posted under this Article shall be those reasonably necessary to perform the job function and shall not be established in an arbitrary or discriminatory fashion.
- (c) All employees accepted to posted jobs shall be on probation for thirty (30) days worked, except for employees promoted into a technical trade position (e.g. Machinist or Millwright) who shall be on probation for ninety (90) days worked. During this period, the employee may, at his option, return to his former job, or, if in the Employer's opinion the employee is not progressing satisfactorily, may be returned to his former job. Posting probation may be extended for days missed, in keeping with the procedures outlined in Article 18.02.
- (d) A notice shall be posted on the bulletin boards listing the name of the successful applicants, within the time limits of the job posting procedures.
 - (1) Employees who post into a temporary position will be automatically returned to their former position once the posting is complete.
- (e) Every internal job applicant who meets the minimum qualifications will be given an interview unless he/she has been interviewed for a similar position within the last three

(3) months. Every internal job applicant who is not given an interview will have the reasons explained to him/her.

- (f) In the event an employee transfers to a higher rated position, or is temporarily moved by the Employer, he or she will be entitled to the rate for that job. The transfer will occur in accordance with Article 18.10(b) of the Collective Agreement.
- (g) When a temporary vacancy exists for a position in a higher classification, the Employer will attempt to fill that position with a regular employee through a posting process if no cross-trained employee is available.

18.11 Temporary Employees

A temporary employee is an employee hired by the Company to accommodate fluctuations in business requirements. A temporary employee is not considered a regular employee under the collective agreement. The Employer will fill temporary vacancies through the use of temporary employees.

- (a) For the purpose of filling temporary vacancies, temporary employees may be retained for up to 1040 hours worked in a consecutive nine (9) month period. For greater clarity, statutory holidays, or any leave of absence will not count towards the necessary hours. If this threshold is exceeded, the temporary employee will become a regular employee.
- (b) The wage rate will be the base rate for the lowest paid classification for the work being performed.
- (c) Temporary employees will have limited rights under the collective agreement, including no benefits; the standard for

dismissal will be suitability; and temporary employees will accumulate no seniority.

- (d) Temporary employees have no right to recall at the end of the temporary period.
- (e) Temporary employees are entitled to vacation pay but there is no entitlement to time off for vacation.
- (f) Temporary employees are not entitled to leaves of absence, except for leaves of absence authorized under the *Employment Standards Act*. The Employer agrees that it will allow temporary employees to take an unpaid leave where feasible.
- (g) Temporary employees will be entitled to statutory holiday pay and overtime in accordance with the *Employment Standards Act*.
- (h) Time spent by temporary employees shall not be used against regular employees in filling permanent vacancies.

18.12 Bumping Rights

- (a) When a work shortage necessitates a work force reduction, employees will be laid off in the following employee group order, in reverse order of seniority within their job classification, subject to their immediate ability to perform the work available.
 - (1) Temporary workers
 - (2) Probationary employees

(3) Regular full time employees

- (b) An employee faced with lay-off may elect, in writing, to be laid off rather than displace an employee with less seniority under the provisions of this Article and he/she shall be recalled whenever the classification which he/she was laid off from becomes available.

However, an employee who so elects may notify the Employer in writing that he/she wishes to withdraw such election and he/she shall be placed on the recall list and recalled to the first opening in a similar or lower classification in accordance with his/her seniority provided he/she is competent to satisfactorily do the work available.

For the purposes of Article 18.07 the period of lay-off will be determined by the original date of lay-off.

- (c) An employee designated for lay-off, may exercise their seniority and displace an employee with less seniority, holding the same classification, subject to his/her present ability to perform the available work.
- (d) Failing a job placement under (b) above, the senior employee shall exercise his/her seniority to displace an employee with less seniority in a lesser classification on work that the senior employee is able to perform.
- (e) For the purpose of this Article, the period of layoff will be determined by the original date of layoff.

18.13 Recalling Employees

- (a) No new employees shall be hired after a layoff until all laid off employees who are able to perform the work available have been recalled as outlined in Article 18.05.
- (b) When the Employer has need to recall laid off employees, they shall be recalled from lay-off in order of seniority. The recall will begin with the most senior employee, able to perform the work available.

18.14 The Union Representative or designate will be kept informed of employees movement on a regular basis.

18.15 In the event of a layoff or recall from layoff, the Employer will meet with the Union to discuss ways to mitigate the impact on senior employees.

ARTICLE 19 - DISCHARGE AND DISCIPLINARY ACTION

19.01 The Employer shall discipline or terminate an employee only for just cause. The burden of proof of just cause rests with the Employer.

19.02 A presently available Shop Steward of the employee's choosing will attend disciplinary meetings with employees, unless the employee declines his or her presence.

19.03 During the course of a disciplinary meeting with the Employer, the employee and the Shop Steward have the right to request time out to enable the employee to consult with the Steward in respect of the subject matter of the meeting.

- 19.04 In the event that an employee is asked to sign a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.
- 19.05 An employee is entitled to review his/her personnel file and to obtain a copy of same upon providing a written request to the Employer and within ten (10) working days. The Union will not unreasonably deny extension requests.
- 19.06 In the event the Employer issues any discipline, a copy of same shall be provided to the Local Union Office.
- 19.07 Any disciplinary action taken by the Employer is subject to the grievance procedure. The Union reserves the right to file grievances regarding suspension and termination at Step 3 of the grievance procedure.
- 19.08 An employee that has been dismissed shall have the right to attend grievance proceedings with the Union and the Employer, on Employer premises.
- 19.09 All discipline on an Employee Record of a member of the bargaining unit shall be removed after a period of twenty-four (24) months, unless there has been a new incident of discipline. Once removed, such discipline will not be relied upon or referred to against the employee. Provisions of this article do not apply to discipline occasioned by proven harassment or bullying.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 It is the mutual desire of the Parties hereto that any complaint or cause of dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or

alleged violation of this Agreement shall be adjusted as quickly as possible.

- 20.02 All matters in dispute relating to the interpretation, application, operation or alleged violation of this Agreement shall be settled using the following steps of the Grievance Procedure:

As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

Step One

If the matter is not settled informally, a Steward or Union Representative may, within ten (10) working days of the act or condition giving rise to the matter, submit a written grievance to the Supervisor or Manager. The Supervisor or Manager shall respond to the written grievance in writing within ten (10) working days of the receipt of the grievance in an attempt to resolve the grievance.

A meeting between the Steward or Union Representative and the Supervisor or Manager may be requested by either Party.

Step Two

If the matter is not settled under Step One, a Steward or Union Representative may, within ten (10) working days of the decision under Step One, submit a written grievance to the Director of Human Resources or authorized designate. The Director of Human Resources or authorized designate shall within ten (10) working days respond to the written grievance in writing within, in a further attempt to resolve the grievance.

- 20.03 In the event a group of employees have the same complaint; the matter shall be handled as a “Group Grievance”. A Union Steward or a Union Representative on behalf of a group of employees who have the same complaint shall sign such a grievance; and, the matter shall be dealt with through the Grievance Procedure commencing with Step One. The grievors shall be identified.
- 20.04 In the event the Union or the Employer raises concern with the interpretation, application, or administration of this Agreement, the matter in question, being broad procedure-based to guide and determine present and future decisions, shall be handled as a “Policy Grievance”. A Policy Grievance shall be in writing, signed by a Union Representative, and may be submitted to the grievance procedure at Step Two as detailed above.
- 20.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to Arbitration as provided in Article 21, at any time within twenty (20) working days after the decision is received under Step Two.
- 20.06 The parties recognize the Labour Relations Code contains provisions related to mediation of grievances and expedited arbitration.

ARTICLE 21 - ARBITRATION

- 21.01 When either Party to the Agreement requests that a grievance be submitted for Arbitration, they shall make notice of such intent to the other party within twenty (20) working days of the decision under Step Two of the grievance procedure. Delivery shall be by registered mail, facsimile transmission, electronic

mail or in person. The registered receipt date or date of personal delivery shall be considered the notice delivery date.

21.02 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator. The party applying for Arbitration will put forward a minimum of three (3) names for the other party to choose from.

21.03 No matter may be submitted to Arbitration that has not first been properly carried through all preceding steps of the Grievance Procedure except by mutual agreement.

21.04 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

21.05 No technical error or omission will render a grievance inarbitrable.

21.06 The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 22 - INJURED EMPLOYEES

22.01 (a) In the event that an employee is sent for medical treatment by a First Aid Attendant or a Supervisor due to a work related injury, the employee shall be paid for the entire shift as if he/she had worked the shift. It is understood that if after receiving medical treatment, the employee is cleared to return to work prior to the end of shift, the employee will return to work unless instructed otherwise by a supervisor.

If upon investigation it is determined that the injury did not occur in the course of Employer assigned duties, the employer shall have the right to deduct from any monies owing to the employee the excess payment for the hours paid but not worked.

- (b) The Employer will, during the day of injury, provide the employee with transportation to the doctor or hospital and back to work and/or his/her home, as necessary.
- (c) If it is necessary for an employee to receive medical treatment subsequent to his/her return to work following an industrial injury, the Employer will pay the employee for the hours lost if:
 - (1) the appointment could not be booked outside work hours; and,
 - (2) the Employer is able to recover the cost from WorkSafe B.C.

22.02 The First Aid attendant shall have the final say on all matters of first aid treatment for on-shift staff on Dometic Marine Canada Inc. property, except where relieved by an individual with a higher level of medical certification (eg: an Ambulance Paramedic).

22.03 Employees appointed by the Employer to perform the function of First Aid Attendant, who are required to maintain the WorkSafe B.C. certification, shall be compensated by the Employer for WorkSafe B.C. course fees, books or other materials required for the course, and shall be paid regular or overtime wage accordingly while attending courses.

22.04 For scheduling purposes, some Supervisors may be First Aid attendants.

22.05 The Employer will provide to each first aid attendant a distinctive high visibility vest that indicates the employee is the designated first aid attendant on shift.

ARTICLE 23 - INSURANCE

23.01 The Employer shall provide a benefits plan to eligible employees within the following parameters:

- (a) To become eligible for benefits, the individual must be a full-time employee working at least thirty-five (35) hours per week employed in a regular position.
- (b) In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay: a maximum of three hundred and twenty-four dollars and fifty cents (\$324.50) commencing January 1, 2024; up to a maximum of three hundred and forty-five dollars (\$345.00) commencing January 1, 2025; and up to a maximum of three hundred and sixty dollars (\$360.00) commencing January 1, 2026 per month per eligible employee for the premium cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule "C". Extended health plan premiums for eligible employees will commence the first (1st) of the month following a three (3) month waiting period from the day an employee becomes a regular full-time employee.

- (c) Notwithstanding the above, other criteria for enrollment or continued eligibility will be based on the provisions of the policy held with the third party insurer, which may be amended from time to time.

23.02 Extended Health Plan Specifications & Responsibilities:

- (a) It is the responsibility of each employee to be familiar with specific details of coverage and eligibility requirements for the benefits plan. Neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee.
- (b) The Employer's sole responsibility to any eligible employee regarding the benefit plan is the payment of the premiums required by this collective agreement. The insurance company alone will be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants and determining validity of claims.
- (c) The Employer and/or the insurer may subrogate all insurance benefit claims and, where entitled, recover monies paid to employees.
- (d) Eligible employees on parental or pregnancy leave and all other ESA leaves will continue to receive benefits as normal.
- (e) Employees on approved Leaves of Absence or Absent Without Leave will be required to pay all pro-rated amounts for the benefits described in 23.01. Such monies will be deducted directly through payroll deductions from the subsequent pay period.

- (f) Upon Resignation, Retirement, Termination or Layoff, all Benefits will terminate on the last day of work, or later, subject to plan language.

23.03 Sick Days

- (a) Sickness Insurance: After three (3) months of employment and after any paid sick day entitlement due under the Employment Standards Act has been exhausted, hourly employees who are injured or too ill to come to work (with satisfactory verification if requested) may claim sickness insurance as a percentage of their basic pay as shown in the following table or the amount for partial days, whichever is more:

| Consecutive Days Missed | 3 rd mo to 11 th mo inclusive | 12 th mo to 35 th mo inclusive | 36 th mo to 59 th mo inclusive | 60 th mo to 20 yrs inclusive | Over 20 years |
|-------------------------|---|--|--|---|---------------|
| 1 | 0% | 30% | 50% | 50% | 55% |
| 2 | 0% | 30% | 50% | 55% | 60% |
| 3 | 0% | 30% | 50% | 60% | 66% |
| 4 | 0% | 50% | 55% | 66% | 66% |
| 5 | 0% | 50% | 60% | 66% | 66% |

23.04 Extended Health Plan Committee Composition

- (a) The Union and the Employer will jointly create an Extended Health Plan Committee to evaluate insurance plans.
- (b) The Extended Health Plan Committee (EHPC) will consist of seven (7) members including four (4) representing the Union and three (3) Employer Representatives.

- (c) The Employer will contribute funding as outlined in 23.01(c).
- (d) The EHPC is responsible for the final selection, commencement, renewal and/or amendments of the Extended Health Plan, within the terms of the selected insurer's service agreement.
- (e) Should the EHPC select an Extended Health Plan that exceeds the funding maximum defined in 23.01(c), the difference will be deducted via payroll deduction from plan participants on a bi-weekly basis.

ARTICLE 24 - SAFE RETURN TO WORK

- 24.01 (a) The Employer, the Union and the employees agree that it is in the best interest of the employees to return to work from illness or injury as soon as it is medically safe for them to do so. To that end, it is agreed that a joint Safe Return to Work Committee will be established to assist with the return to work, including arranging for alternative or reduced duties until the employee is able to assume all of the duties involved with his/her regular position.
- (b) The contents of the Return to Work or Rehabilitation Program are as set out in the Employer's Policy Statement. That Policy will not be amended during the term of the Agreement, in respect of bargaining unit employees, unless required by law.
- (c) When there has not been clear medical information provided by an employee or the medical information provided is insufficient or there is conflicting medical

information, then the Employer has the ability to send an employee to an independent medical examination or other equivalent process to determine an employee's ability to safely return to work; or to determine restrictions or limitations to an employee's ability to perform work; or to determine restrictions or limitations to an employee's ability to perform work; or to determine the likelihood of employee's return to work within a reasonable period of time. The medical professional will be selected by the Employer. The Union will be consulted on the selection of the medical professional. The Employer will bear the cost of this process.

ARTICLE 25 - HEALTH, SAFETY & ENVIRONMENT

25.01 The Employer, the Union and the employees shall promote and maintain standards of general office and Plant safety. The Employer and its employees shall comply with all applicable federal and provincial health and safety legislation and regulations. It shall be the objective of the Health, Safety and Environment Program to eliminate accidents and health hazards. To that end, the parties agree to create a:

- (a) Joint Health & Safety Committee operating in accordance with WorkSafe BC Regulations.
- (b) Joint Health & Safety Committee shall meet once every month and operate in accordance with the WorkSafe BC published Regulations and guidelines. Meetings will be held during regular shift working hours and shall be considered time worked.

25.02 The parties acknowledge the importance of ensuring that new employees are oriented and trained to the safety standards in the Employer.

25.03 (a) An employee has the right to refuse to do work when the employee has reasonable grounds to believe that the performance of this work will endanger his/her health or safety or that of another employee.

(b) An employee who refuses the work must immediately:

- (1) Inform the supervisor of his/her refusal(s) and the reason for his/her refusal(s).
- (2) The supervisor must immediately investigate the matter, together with a Shop Steward. The employee is entitled to be present during the investigation.
- (3) If, in the supervisor's opinion, the refusal is not valid, the supervisor shall so inform the employee and the Union.
- (4) If the investigation does not resolve the matter and, the worker continues to refuse to carry out the work, the worker and/or his/her union must notify the WorkSafe B.C. officer, who must investigate the matter without delay.
- (5) During the above investigation, the Employer agrees to provide the employee with alternative duties and, the employee shall not suffer any loss of pay.
- (6) If it is concluded that there was no reasonable basis for the refusal, the Employer will meet with the employee

and his/her shop steward to address the employee's conduct; and, discipline may result.

25.04 Personal Protective Equipment: all employees shall wear proper protective clothing and personal protective equipment appropriate to their job or task in a manner which complies with WorkSafe BC Occupational Health & Safety regulations as may be recommended from time-to-time by the Joint Health & Safety Committee and endorsed by the Employer. To this requirement, the Employer shall provide employees, at no cost except where stated, suitable:

- (a) hearing protection
- (b) respiratory protection
- (c) approved, plain eye protection
- (d) Work gloves (after the first set, subsequent sets will only be provided when worn-out set is presented to the Employer)
- (e) coveralls or shop coats (maximum three sets per year).
- (f) For a regular employee having successfully completed his/her probationary period and holding one of the following positions on a regular basis.
 - Material Handler
 - Shipper/Receivers
 - Maintenance Personnel

The Employer will provide a lined rain jacket and replace it on a need basis provided normal wear has applied. The

Employer will select and purchase the jackets. The Employer will not replace the jacket if it is lost, stolen or negligently damaged.

(g) Personal safety footwear allowance: to a maximum of two hundred dollars (\$200.00) every two years; and two hundred and seventy-five dollars (\$275.00) every two years for those working within the Maintenance Department, Shipper/Receiver and Material Handlers. Employees will purchase their CSA approved safety footwear using the Voucher Program administered by HR with the preferred vendor. Alternate vendors will be approved by the parties on a case by case basis.

(h) Prescription Safety Glasses will be provided by the Employer every three (3) years at no cost to the Employee, or within two (2) years following a documented prescription change.

Subject to the foregoing, the Employer will cover the maintenance cost of all Company-issued clothing.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer will provide one (1) bulletin board for each lunchroom for the use of the Union at mutually agreed locations on which appropriate notices may be posted relating to matters of interest to the Union and the employees.

ARTICLE 27 - EDUCATION

27.01 In order to allow its employees to pursue their education and/or increase their employability, the Employer is committing to an

annual education fund of ten thousand dollars (\$10,000) per calendar year.

The Employer will determine the eligibility criteria. A joint Union-Management Committee will determine participants.

- 27.02 Whereby the Employer wishes to contribute to the employee's personal development, an Educational fund will be set up and managed under the following guidelines:

The purpose of such fund is to offer an employee the opportunity to increase his/her overall employability, and to increase an employee's skill set to benefit both the Employee and the Employer.

- 27.03 Employees wishing to pursue their education may apply for financial education support as follows:

(a) **Eligibility:**

- (1) Applicant must be a regular employee having successfully completed his/her probationary period.
- (2) Employee must be in good standing with the Employer and have a clean disciplinary record (no incidence in the last twenty-four (24) months).
- (3) Employee must have a clean attendance record (no history of excessive unjustified absence and/or tardiness in the last twelve (12) months other than events out of their control).

- (4) Employee must complete the course. Should the employee abandon the course for the reasons of his/her own including a voluntary termination, he will authorize the Employer to claim reimbursement through payroll deduction.
- (5) Application must be to an authorized educational institution which is defined as:
 - (i) An accredited college, university, business school, trade school
 - (ii) An accredited distance learning college
 - (iii) An accredited high school.
- (6) Should the employee fail the course, he will not be entitled to apply for further financial education support until twelve (12) months have elapsed.

(b) How to apply:

- (1) Applicants must apply in writing. All applications will be reviewed at the same time for every session. They will be granted and/or refused by a joint Union/Management committee composed of one Employee Representative Member of the bargaining unit for hourly employees and one for salaried employees, on Employer Representative from Operational Management and one from Human Resources.

- (2) Applicants may apply for a maximum of one (1) course per session.
- (3) Applications must be received at least eight (8) weeks prior to approval date. Approvals will be granted the first week of January, April, June and September.
- (4) Approval will be confirmed in writing prior to registration date.

(c) Criteria for selection:

- (1) The Committee will select participants based on fairness, chances of success and seniority in keeping with the plan purpose of improving skills set to the benefit of both Employee and Employer.
- (2) The Committee has the duty to ensure every applicant is considered and has a fair chance of being selected provided he meets the criteria set forth under this plan.
- (3) The Employee's likelihood of success based on past performance, demonstrated aptitude at work and overall motivation will be considered.
- (4) The Committee reserves the right to conduct candidate interviews for the purpose of establishing the Employee's overall ability to commit to the project.

(d) Criteria for reimbursement:

- (1) At all times, registration fees are reimbursed at 100%. Tuition fees are subject to reimbursement as follows:

- (2) Job related courses are reimbursed at 100% if successfully completed.
- (3) The employee may require a check payable to the institution or obtain reimbursement upon receipt. Two thirds (2/3) tuition and registration fees may be claimed upon starting the course, the remaining one third (1/3) is payable once the course is completed.
- (4) Non-job related courses are reimbursed at sixty percent (60%) provided they enhance employability.
- (5) Manuals, mileage, meals, parking fees and other related expenses are to be paid by the employee.

ARTICLE 28 - TECHNOLOGICAL CHANGE

- 28.01 The Employer shall notify the Union as early as possible, but not less than sixty (60) days in advance of his/her intent to institute material changes in production methods or facilities, which would result in re-training, layoff or termination of employees.
- 28.02 Where jobs are eliminated due to technological change or change in production methods, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties, provided they meet the requirements of such jobs.
- 28.03 Employees whose employment is due to be terminated because of technological change shall be provided written notice in keeping with Article 18 and entitled to severance pay of one (1)

week's pay at regular wage rates, for each year of service with the Employer to a maximum of sixteen (16) weeks.

ARTICLE 29 - CONTRACTING OUT

29.01 Prior to contracting out work normally performed by members of the bargaining unit, the Employer will provide notice to the Union for the purpose of providing the Union with an opportunity to persuade the Employer that such work can be efficiently and economically performed by members of the bargaining unit.

29.02 The Employer agrees not to contract out work to employees of Dometic Marine Canada Inc.

ARTICLE 30 - UNION - MANAGEMENT COMMITTEE

30.01 The Union Representative and five (5) Stewards together with three (3) Employer representatives (with the option of the Employer adding one more person to address issues) shall constitute the Union Management Committee. The Committee will meet every four (4) weeks, or more often as required. The meeting shall serve as a forum to discuss matters of the Bargaining Unit.

30.02 A written record of the matters discussed shall be maintained and a copy sent to the Union office.

30.03 The Employer shall compensate Union Committee members at their regular straight-time wage rates for time served conducting business of the Union-Management Committee and hours in attendance beyond regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.

ARTICLE 31 - NEGOTIATING COMMITTEE

- 31.01 The Employer agrees to recognize and deal with a Negotiating Committee of not more than seven (7) bargaining unit employees in addition to up to two (2) Union Representatives.
- 31.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

ARTICLE 32 - DURATION OF AGREEMENT

- 32.01 This Agreement shall be for the period from and including September 1st, 2023 to and including August 31st, 2026 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is August 31st, 2026, or immediately preceding the last day of August in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.
- 32.02 Notwithstanding Article 32.01, all provisions of the expired Collective Agreement will remain in full force until either a new Collective Agreement is negotiated or the parties engage in a lawful strike or lockout.

32.03 The parties agree to exclude the operation of Section 50(2) and (3) of the *British Columbia Labour Relations Code*.

IN WITNESS WHEREOF: The parties have executed this Agreement at
Richmond, BC this _____ day of _____, 2024.

**SERVICE, HEALTH,
MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL
501**

**DOMETIC MARINE
CANADA INC.**

Authorized BC Representative

This printing is for information
purposes only.

Representative

Bargaining Committee Member

Original signed documents are held
on file at the Langley Member

Representative

Bargaining Committee Member

Authorized Representative

Bargaining Committee Member

Authorized Representative

Bargaining Committee Member

Authorized Representative

Bargaining Committee Member

Bargaining Committee Member

SCHEDULE “A”

HOURLY EMPLOYEES CLASSIFICATIONS, RATES, HOURS OF WORK, AND OVERTIME

A. CLASSIFICATIONS AND RATES

1. Employees shall be paid the wage rate appropriate for the job they have been hired for or posted to.

See Table 1 – Classifications and Pay Rates (Hourly).

- a) Regular full-time employees who post up to another position will retain a pay rate not less than their pay rate at the time of transfer.
2. Employees who post to and accept an alternative position to avoid lay-off shall receive the wage rate normally paid to the position which they have accepted.
3. Dometic Marine Canada Inc. apprentices shall be paid the appropriate percentage of the basic journeyman rate in keeping with the following Table:

| Apprenticeship Year | Percentage |
|----------------------------|-------------------|
| 1st | 55% |
| 2nd | 65% |
| 3rd | 75% |
| 4th | 90% |

4. Apprentices attending apprenticeship school shall be paid their basic, designated level, classification rate at the straight time rate.

B. HOURS OF WORK AND OVERTIME

1. The Employer shall pay “overtime wages” in the amount of one and one-half (1½) times the appropriate regular wage to employees who work:
 - a) more than the scheduled shift or forty (40) hours of straight time a week, or
 - b) if on a flexible work schedule (a schedule of varying lengths), an average over the employee’s shift cycle of more than eight (8) hours a day or forty (40) hours of straight time per week.
2. The Employer shall pay “overtime wages” in the amount of two (2) times the appropriate basic regular wage to employees who work:
 - a) more than eleven (11) hours a day or forty-eight (48) hours a week unless the employee is on a 4 x 10 shift schedule, at which time double time is only payable for all hours worked in excess of twelve (12) hours in a day or forty-eight (48) hours per week or,
 - b) if on a flexible work schedule (a schedule of varying lengths), an average over the employee’s shift cycle of over eleven (11) hours a day or forty-eight (48) hours per week unless the employee is on a 4 x 10 shift schedule, at which time double time is only payable for all hours worked in excess of twelve (12) hours in a day or forty-eight (48) hours per week.

3. For the purposes of overtime, the standard hours for the 2nd or 3rd shifts are considered to be eight (8) ten (10)-hour shifts and hours worked in excess of the standard hours are eligible for overtime in accordance with Schedule "A" section B1 and B2.
4. Overtime work shall be distributed on a rotational basis among those employees who have indicated a willingness to perform overtime and who also have the ability to perform the work required. In the event an insufficient number of employees have expressed a willingness to work overtime, the Employer may assign overtime to qualified employees of his choice. "Reverse seniority order" will be given consideration.
5. When overtime on weekends is required the Employer will endeavour to limit the requirement for each employee to one weekend overtime shift.
6. It shall be the employee's duty to advise the Employer as early as possible prior to the beginning of their scheduled shift when they are unable to report for work. The Employer shall have the right to request documentation suitable to Management which explains the reason(s) for the absence.

C. MISCELLANEOUS

1. "Regular wage" means base hourly rate and all applicable premiums. "Regular wage" does not include differentials.
2. "Lead hands" and "Leaders" are persons selected and appointed by the employer to direct other employees or to lead processes involving multiple machines or manufacturing steps. However, he/she shall not have authority to hire, suspend, discipline or dismiss employees.

3. When an employee accepts the designation as “Lead hand” or “Leader” he assumes a higher level of accountability for the safe performance, output and quality of work done by others assigned to him, or for the accuracy of the production within the process(es) under his control. For this additional accountability he shall receive the “Lead Hand” or “Leader” premium for all the time he works in the assigned designation. This designation can be assigned or withdrawn by the Employer as required or for cause.
4. “Month” is defined as calendar month for regular full-time employees.
5. **Hand Tools:** The Employer has the right to designate the job classifications in which employees shall provide a basic set of hand tools for their personal use. Upon employment, or at any subsequent time, the Employer shall have the right to inspect the required hand tools to assess the completeness of the tool set, the condition of the tools and their suitability for the task they are intended. Personal tools which fail to meet or exceed the required standard may be refused by the Employer. Upon hire, and on the Employer’s subsequent request(s), the employee shall provide to the Employer a complete and detailed list of the required hand tools he has in his possession and available for his use. It shall be the employee’s responsibility to keep the tools in safe operating condition and provide for their security. It is the sole responsibility of the employee to ensure their list of tools provided for the Employer’s record is current. Tools which are damaged or broken in the course of job performance shall be replaced with or, upon presentation of an appropriate purchase receipt, reimbursed for a tool of equal quality. Tool warranty will be applied.

6. No employee's regular wage shall be reduced as a consequence of signing this Agreement.

SCHEDULE “A” CLASSIFICATIONS AND RATES (HOURLY) TABLE

| | | 2023-09-01 | 2024-09-01 | 2025-09-01 |
|--------------------------------------|------------------------------|------------|------------|------------|
| *Annual Percent on top rate only | | 4.80% | 2.70% | 1.50% |
| Production Worker | Less than 1 year | \$19.02 | \$19.02 | \$19.02 |
| | 1 years to less than 2 years | \$20.09 | \$20.09 | \$20.09 |
| | 2 years to less than 3 years | \$21.30 | \$21.30 | \$21.30 |
| | 3 years to less than 4 years | \$22.52 | \$22.52 | \$22.52 |
| | 4 years to less than 5 years | \$23.59 | \$23.59 | \$23.59 |
| | 5 years to less than 6 years | \$24.86 | \$24.86 | \$24.86 |
| | after 6 years | \$26.45 | \$27.16 | \$27.57 |
| Machine Operator (Level 3) | | \$29.64 | \$30.44 | \$30.90 |
| Machine Technician (Level 4) | | \$31.04 | \$31.88 | \$32.36 |
| Machinist (Level 5) | | \$39.56 | \$40.63 | \$41.24 |
| Painter | Less than 1 year | \$19.67 | \$19.67 | \$19.67 |
| Production Support Technician | 1 years to less than 2 years | \$20.79 | \$20.79 | \$20.79 |
| | 2 years to less than 3 years | \$22.04 | \$22.04 | \$22.04 |
| | 3 years to less than 4 years | \$23.31 | \$23.31 | \$23.31 |
| | 4 years to less than 5 years | \$24.41 | \$24.41 | \$24.41 |
| | 5 years to less than 6 years | \$25.74 | \$25.74 | \$25.74 |
| Inspector | after 6 years | \$27.38 | \$28.12 | \$28.54 |
| | Less than 3 years | \$21.30 | \$21.30 | \$21.30 |
| | 3 years to less than 4 years | \$22.52 | \$22.52 | \$22.52 |
| | 4 years to less than 5 years | \$23.59 | \$23.59 | \$23.59 |
| | 5 years to less than 6 years | \$24.86 | \$24.86 | \$24.86 |
| Janitor | after 6 years | \$26.44 | \$27.15 | \$27.56 |
| Facilities Technician | | \$31.09 | \$31.93 | \$32.41 |
| General Maintenance | | \$31.09 | \$31.93 | \$32.41 |
| Maintenance Millwright | | \$39.56 | \$40.63 | \$41.24 |
| Auditor / Fixture Technician | | \$32.26 | \$33.13 | \$33.63 |

PREMIUMS:

| | |
|---|----------------------------------|
| Machine Clean-up | \$1.00 |
| Team Leader Premium | \$2.75 |
| First Aid Attendant | \$1.50 |
| Machine Operator with Journeyman Ticket | 6% of top Production Worker rate |
| Production Worker with Journeyman Ticket | 3% of top Production Worker rate |
| Quality Inspector Level 2 | \$1.00 |
| Quality Inspector Level 3 | \$3.00 |
| Shift Differential | |
| Second (5 x 8) shift: | 0.5 hour - 8-hour shift |
| Second (4 x 10) shift: | 0.5 hour - 10-hour shift |
| Third (5 x 8) shift: | 1.5 hours - 7-hour shift |

SCHEDULE “B”

SALARIED EMPLOYEES CLASSIFICATIONS, RATES, HOURS OF WORK, AND OVERTIME

A. CLASSIFICATIONS AND RATES

1. The Employer shall consider relevant local markets and individual performance when remunerating salaried employees. Minimum pay levels shall be as set out in Table 1. Union salaried employees will, at a minimum, receive the percentage increase negotiated for the hourly union members.
2. Employees in the following classification groups may, upon agreement with the Employer, work standard hours or flexible hours; and, in accordance with the B.C. Employment Standards Act,

Group I:

- a) be paid overtime at the prescribed rate; or,
- b) at the written request of the employee, “bank” their overtime to be taken as time off with pay at a time mutually agreeable to the Employer and employee.

Typical Positions:

Kanban Specialist
Operations Buyer/Planner

Group II:

It is understood that fifteen percent (15%) of the salary paid every employee in a Group II position constitutes compensation for occasional overtime for which no claim shall be made. The fifteen

percent shall be paid regardless of the actual overtime worked, if any.

Typical Positions for Group II are those listed in the Classification and Rates, Section A. exclusive of typical positions listed in Group I above.

Nothing in this Schedule or Article 2.06, precludes the Employer from amending position titles used above.

3. At a minimum of once a year, the Employer will meet with each salaried employee to review their job performance and, if appropriate, adjust their individual wage rate.

TABLE 1

Salaried Employee Wage Rates Associate Classification

| Minimums | |
|----------|-------------|
| Level 1 | \$45,000.00 |
| Level 2 | \$47,000.00 |
| Level 3 | \$53,000.00 |
| Level 4 | \$60,000.00 |
| Level 5 | \$65,000.00 |

SCHEDULE “B”

SALARIED EMPLOYEES

A. CLASSIFICATIONS AND RATES

Typical Position Titles

Level 1

Kanban Specialist
Operations Buyer/Planner

Level 2

Buyer - SCM Traffic Administrator
Lab Technician
Customer Service Representative
Sales & Marketing Coordinator
Maintenance System Coordinator

Level 3

Assistant Systems Administrator
Quality Technologist
Mechanical Technologist
Maintenance Manufacturing Technologist
Manufacturing Technologist
Measurement Group Leader
Warranty Administrator
CNC Maintenance Specialist

Level 4

- Application Engineer
- Quality Engineer
- Quality Systems Engineer
- Supplier Quality Engineer
- Advanced Engineering Analyst

Level 5

- Field Services Representative
- Quality Coordinator
- Quality Systems Coordinator
- Production Planner
- CNC Specialist
- Maintenance Coordinator

B. HOURS OF WORK AND OVERTIME

The regular workweek defined in Article 7 accepts the notion that salaried employees who are granted the option to work a “flexible” schedule may, with the agreement of the appropriate Department Head, adjust their individual work hours to accommodate fluctuations in the workload.

Employees specifically permitted to work on a “flexible work schedule” are expected to be at work every week day, work an average of eight (8) hours each day, and work a minimum of forty (40) hours per week. Any deviation from this expectation shall require the Employer's approval.

SCHEDULE “C”

OUTLINE OF INSURANCE PLAN COVERAGE FOR PREMIUM PLAN

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dependent life insurance \$10,000 for spouse; \$5,000 for each dependent child
- dental plan at the latest fee schedule available;
Basic services: 100% up to \$2,000 per person annual
Major services: 50% up to \$2,000 per person annual
Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 100% - dispensing fee cap of \$8/prescription;
- optical insurance for employee and family;
under 21: \$350 per year
age 21 and over: \$350 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$80/visit;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,450.00 per month, per employee, payable after 26 weeks until age 65.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS CONTACT INFORMATION

| | |
|--|-----------------------|
| CLAC BENEFITS TEAM www.clac.ca | 1-888-600-2522 |
| CLAC RETIREMENT MEMBERCARE (Group RSP & Pension) | 1-800-210-0200 |
| GREEN SHIELD CANADA (access through myclac.ca) | 1-888-711-1119 |
| HUMANACARE (EFAP) www.humanacare.com/clac | 1-800-661-8193 |

MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

DOMETIC MARINE CANADA INC.

(hereinafter referred to as the "Employer")

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

(hereinafter referred to as the "Union")

RE: UNION EDUCATION LEAVE

The Employer will pay into a special fund of one cent (\$0.01) per hour straight time worked per hourly employee represented by CLAC for the purpose of providing Paid Education Leave. These amounts will be paid by the Employer on a monthly basis and within thirty (30) calendar days following the end of each month, into a trust fund established by CLAC for this purpose, and will be made payable and remitted to the CLAC Remittance Processing Centre.

MEMORANDUM OF UNDERSTANDING #2

BETWEEN:

DOMETIC MARINE CANADA INC.

(hereinafter referred to as the “Employer”)

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

(hereinafter referred to as the “Union”)

The Employer commits to the principle of cross-training employees to increase skills in the workplace and to promote a workforce that is flexible and responsive to market demands. The Employer will provide cross-training opportunities to employees subject to the needs of the business. The Employer and the Union will meet at a minimum of twice per year to review the cross-training initiatives in the workplace. The Employer will institute a skills matrix for bargaining unit employees that tracks training taken, employee training goals and skills acquired.

The Employer retains all management rights as set out in article 4 of the collective agreement, including determining what training is required and where, work assignments and what products are produced.

When the Employer determines that cross-training opportunities shall be offered, the Union will assist in promoting and seeking employee engagement. If the Employer determines training opportunities exist and absent operational requirements, the most senior employees will be given the first cross-training opportunities in areas where they have indicated an interest, followed by junior employees. Junior employees who have not had an opportunity to undergo cross-training during the

calendar year will be given an opportunity before a senior employee is given an additional opportunity.

Beginning in 2022, eligible employees will be surveyed once per year.

MEMORANDUM OF AGREEMENT #3

BETWEEN:

DOMETIC MARINE CANADA INC.

(hereinafter referred to as the “Employer”)

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

(hereinafter referred to as the “Union”)

RE: ALTERNATE SHIFT SCHEDULE

In 2023/2024 collective bargaining the parties agreed to amend the collective agreement to introduce “alternate shift schedules” for production workers and inspectors, specifically a 4x10 hour shift.

The 4x10 schedule may be introduced using volunteers throughout the operations. All production workers employed prior to the ratification of the renewed agreement shall have the option to remain on a 5x8 schedule, and be assigned work accordingly, subject to the needs of the business.

Eligible employees will be given the choice every 6 months to elect a 4x10 shift or a 5x8 shift, subject to the needs of the business.

The Employer will provide 4 weeks notice prior to the introduction of alternate shift schedules. For the initial rollout of the new shift schedules in the machining, inspection and assembly areas, those who volunteer may change their mind and return to their previous shift upon presenting 4 weeks written notice to the Employer.

MEMORANDUM OF AGREEMENT #4

BETWEEN:

DOMETIC MARINE CANADA INC.

(hereinafter referred to as the “Employer”)

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

(hereinafter referred to as the “Union”)

RE: MOVING SHIFT SCHEDULES

In 2023 collective bargaining the parties discussed the disruption to employees when required to move between shifts. Without limiting its management rights, the Company confirmed its practice of providing 2 weeks notice of these moves, and stated its intention to maintain that practice, except in the event of medical accommodations, extraordinary circumstances or circumstances outside the Company’s control.

BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS

1. When do my benefits start?

Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.

5. What if I have claims before I receive my benefit start package?

Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to the provider with a completed claim form.

7. Can my dentist submit claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, myclac.ca*
- *the nearest CLAC Member Centre*
- *the CLAC Benefits Team: 1-888-600-2522*

9. Will I receive a prescription drug card?

Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card about a week after you receive your benefit start package.

10. What if I don't receive my prescription drug card?

You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.

11. How do I make a disability claim?

You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefits Team for processing.

12. Does my plan cover me if I am travelling outside of Canada?

Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.

13. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.