

**COLLECTIVE AGREEMENT**

**THIS AGREEMENT** entered into the

**BETWEEN:**

**PACIFIC WESTERN BREWING COMPANY LTD.**

641 North Nechako Road,

Prince George, BC

(Hereinafter called “the Company”)

**OF THE FIRST PART**

**AND:**

**S.E.I.U. LOCAL 2, BRANCH LOCAL 300-**

(Hereinafter called “the Union)

**OF THE SECOND PART**

**WITNESSETH:**

In consideration of the mutual terms and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows

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### **ARTICLE 1 – DEFINITION**

#### **• – EMPLOYEES**

Wherever herein the expression “employees, journeymen, help, or person” is used it shall mean the personnel in all production or distribution departments of the Company other than managers, supervisors in which is vested the right to hire and discharge any personnel, security, administration, sales, marketing, and hospitality.

#### **• – SUPERVISORY PERSONNEL**

The Company will supply to the Union a list of all supervisory personnel whose duties are mainly supervisory but who may occasionally relieve an employee in the bargaining unit for a short period in emergency situations, or to train or demonstrate.

#### **• – PLURALITY**

For ease of expression, use of the singular tense shall mean the same as the plural tense unless otherwise specifically stated.

## **ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION**

### **2.01 – MEMBERS IN GOOD STANDING**

Only members in good standing with the Brewery, Winery, and Distillery Workers Union, Local 300 shall be employed in all production or distribution departments of the Company save those employee’s coming within the exceptions set forth in Article 1, Section 1, hereof

### **2.02 – PERMIT CARDS**

- a) Should the Union at any time be unable to furnish competent help when requested by the Company, the Company shall be permitted to hire other employees temporarily on permit cards as long as such employment does not cause any lay off to the regular Union members.
- b) All such extra help must obtain a permit card from the Union before going to work.
- c) All newly hired shall be introduced to a Union representative. At the Company’s convenience (within the date of hire), a Union representative shall be appointed and allotted a minimum of one (1) hour to orientate the newly hired, with regards to Union, safety, and Company policies. The appointed representative shall tour the newly hired throughout the plant and explain these policies to him/her.

### **2.03 – SEASONAL AND TEMPORARY EMPLOYEES**

The Company agrees to follow the provisions of Article 2 when hiring personnel for seasonal or temporary assignments.

- Seasonal help may only be hired during the period April 1<sup>st</sup> to August 15<sup>th</sup> of each year.
- Temporary help may be hired for specific time frames and projects outside of the seasonal period after consultation with and agreement of the Union.
- It is further agreed that ticketed personnel (i.e. Trades) are exempt from this article.
- In the event that the Employer decides not to permanently layoff said seasonal help on or before August 15<sup>th</sup>, of each year, those employees retained shall be placed on the seniority list, at full job rate, and further, all days worked shall accrue towards benefit status.
- It is mutually agreed and understood that this Article 2.03 does not apply to the Quality Assurance Department.

Employees hired to fill seasonal or temporary personnel requirements shall accrue seniority and be placed on a seasonal/casual list.

- Seasonal/casual workers will be removed from the seasonal/casual list under the following circumstances:
- Transferred to the regular seniority list through a vacancy.
- Resignation
- Termination for cause
- Refusing or missing a call-in on two (2) consecutive occasions (employees are responsible to inform the Company as to how and where they can be reached for call-in purposes).

#### **2.04 – PROBATIONARY PERIOD**

Pursuant to the provisions of Article 2 hereof, when new persons are employed they shall:

- If a member of the Union, be deemed to be on a trial basis for the first thirty (30) days worked from the day he started with the Company. Such trial period will be for the purpose of determining the employee's suitability for employment. During such period, they shall be paid the job rate specified herein for the work they are doing.
- If not a member of the Union but skilled in the job category for which the new employee is employed, be deemed to be on a trial basis for the first sixty (60) days worked from the day they started with the Company. Such trial period shall be for the purpose of determining the employee's suitability for employment. During such period, they shall be paid the job rate specified herein for the work they are doing.
- If not a member of the Union and not skilled in the job category for which the employee is employed, be deemed to be on a trial basis for the first sixty (60) days worked from the day they started with the Company. Such trial period shall be for the purpose of determining the employee's suitability for employment. Such new employees shall be paid the permit card rate for the first sixty (60) days worked. They shall thereafter be paid the job rate in accordance with Article 5 of this agreement.
- During the probationary period the employee may be dismissed, provided the reasons for such dismissal are given to the Union in writing. The Company agrees, the employee is entitled to a fair and reasonable time to learn the job.

#### **2.05 – MANAGEMENT RIGHTS**

Except insofar as there is any conflict between the terms of this Agreement and the rules of the

Company, the employees shall observe the said rules and comply with the lawful instructions and orders of those set in authority over them.

## **2.06 – UNION ACTIVITY**

- No employee shall be discriminated against for their activity as a Union member, or for serving on a committee or doing any other work in the interest of the Union. Members shall be granted the necessary time for such work without pay provided reasonable notice is given the Company and the time required is not unreasonable
- Employees shall not lose any regular pay for attending meetings approved by the Company
- The Company's liability with respect to the regular straight time wage costs of Union Negotiating Committee members for attending meetings with the Company for the purpose of negotiating the renewal of this Agreement will be limited to an amount no greater than the equivalent of seven (7) days' pay per member (at their regular rate), with a maximum of three (3) committee members from Prince George.
- The Company agrees to pay Union Representatives at straight time rate pay to attend meetings approved by the Company that are outside their normal working hours.
- Employees who are granted leave for Union business shall continue to receive pay for their regularly scheduled workday, and all benefits including pension contributions.
- The Company shall invoice the Union for all wages, benefit costs, pension contributions received by the employee during Union leave, and the Union agrees to reimburse the Company for same, within thirty (30) days from receipt of the invoice.

## **2.07 – UNION DUES**

- The Company shall honour a written assignment of wages to the Union.
- An assignment pursuant to sub-section (a) shall be substantially in the following form:  
“Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and pay to the Union dues and uniformly applied assessments in the amounts following, provided any such uniformly applied assessments are payable by all members in the bargaining unit.”
- Dues of \$\_\_\_\_\_per\_\_\_\_\_.
- Assessments of \$\_\_\_\_\_per\_\_\_\_\_.
- Having received assignments as above from employees, the Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of the current monthly Union dues and assessments in accordance with (b) above. A written list of the employees' names, the amounts and descriptions of the above Company to the Union financial secretary not later than the twelfth of the month following the month to which the deductions are applicable.
- The Union will notify the Company of the amount of the established dues and applicable assessments to be deducted and will further notify the Company thirty (30) days in advance of any changes with respect to the amount of dues and assessments to be deducted.
- If an assignment is revoked, the Company will give a copy of the revocation to the assignee.  
f) Notwithstanding any provisions contained to subsections (a),(b), and (c) hereof, there shall be no financial responsibility on the part of the Company for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of that employee

in the Company's hands to pay same.

- g) The Company agrees to report Union dues on the employees' T4 slips
- h) Upon completion of sixty (60) working days and/or wherein the Union has deemed successful membership into the Union, the Company shall deduct from the employees' pay, an initiation fee of one hundred dollars (\$100.00) for initiation fee for membership. To be forwarded to the Union office.
- i) In the event that a successful member has a previous Union card/withdrawal card from other unions, the initiation fee shall be fifty dollars (\$50.00)

- **- NO OTHER AGREEMENT**

No employee covered by this Agreement shall, individually or collectively, be required or permitted to make a written or oral agreement with the employer or its representatives, which may conflict with the terms of this Agreement, or a statute of the Province of BC or Canada.

## **ARTICLE 3 – SENIORITY**

### **3.01 – DEFINITION**

- Except as outlined in Article 2.03, seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date they were first employed, unless their seniority was broken, in which event such calculation shall be from the date that they returned to work following the last break in their seniority.
- Employees with a common seniority date will be put on the seniority list in the order in which they were dispatched or as otherwise agreed to by the Union and the Company. Seniority service records shall not be considered broken by reason of:
  - Absence on leave when granted mutually by the Company and the Union.
  - Absence due to seasonal lay off, providing the employee reports to work within seven (7) days after written notice to report has been sent by registered mail to their last address registered with the Company; provided that when an employee is recalled to work and does not report the Company may recall the next employee in line but they are subject to being displaced if the first employee does report within seven (7) days. The shop steward will be notified of the recall.
  - Sickness or injury
  - Active service in the Canadian Armed Forces during national emergencies.
  - Continuous lay off of less than twelve (12) months.

### **3.02 PROCEDURE REGARDING LAY OFFS**

#### **STEP 1**

Should it become necessary to reduce the regular working force, all permit card help must be laid off before any Union members are laid off.

#### **STEP 2**

- When it becomes necessary to reduce a departmental work force, members shall be laid off in reverse order of their plant seniority from within that department provided the senior employee is willing and able to perform the required duties at the classified rate

for the job.

- Notwithstanding the foregoing, it is understood and agreed that an employee who is being trained pursuant to the provisions of the posting system, and who are supernumery to the department, are exempt from these layoff provisions.
- If any employee has a shift cancelled mid-week (after the revised schedule has been posted), due to lack of raw materials or packaging, and strictly as a result of an immediate supervisor not ordering the materials needed in a timely manner, the Employer shall contact the employee and arrange for alternate scheduling within a department required. This shall be done in order for the employee to obtain their original scheduled hours of work for that week. No other junior employees' work schedule shall be disrupted as a result of this accommodation. In the event that this happens, the affected employee shall be required to work where designated and shall not have the option of refusing the work.

### **Step 3**

- Employees laid off from their department in accordance with Step 2 above, shall have the right to bump the most junior person in the plant whose job they are willing and able to perform, subject to the following conditions;
- The regular schedule will be posted as per Article 4.01 (c)
- It is the employee's responsibility to inform the supervisor involved of their desire to bump by 10:00 a.m. Friday of the preceding week.
- A revised schedule will be posted by 2:00 p.m. Friday listing those employees scheduled for work in the following week. The changes will be entered on Dayforce where the employee can access them after 2:00 p.m. on Friday.
- The final decision as to whether or not an employee is able to perform a job and can exercise their bumping rights shall be made by the Company
- The Company reserves the right to train senior employees to enable them to exercise their bumping rights.
- Employees laid off shall receive their record of employment within forty-eight (48) hours or as soon as possible thereafter.
- With respect to layoffs, consideration will be given to effective scheduling and planning by the Company, the Union and the employees to allow employees to stabilize income resources, and all the Company to run efficiently. The Union and the Company agree to cooperate to allow the employees to stabilize income resources, including obtaining temporary employment outside the Brewery. Such employees must be available for recall. Employees are considered for this benefit. This Clause in no way compels the Company to operate in an inefficient manner or without sufficient and or qualified manpower.

### **3.03 – PROCEDURE REGARDING RECALL**

- When staffs are augmented employees will be recalled in order of their plant seniority provided that the senior employee is willing and able to perform the work required of them at the classified rate for the job.
- Employees shall be guaranteed a minimum of ten (10) hours between shifts. In the event their seniority is such that the Employer recalls them prior to the ten (10) hours elapsing, they shall be paid at the rate of double time from the commencement of their shift until the full ten (10) hours has elapsed between shifts. The Company shall not be



permitted to recall employees out of seniority in order to circumvent this provision. This provision however, shall not apply in the event it is bumping situation.

- Employees on layoff in Prince George shall ensure that they are available for recall on a daily basis between the hours of 6:00 a.m. and 9:00 a.m. In the event that it becomes necessary for the Company to recall employees outside of these hours, every effort shall be made to contact employees in accordance with subsection (a) above. However, employees who are not available outside of the hours stipulated above shall not be held blameworthy, nor shall they be permitted to grieve the loss of work. Recall employees who are unavailable for three (3) consecutive shifts, without having received prior approval from the Company to be absent when that is possible, may be subject to discipline up to and including termination.

### **3.04 – DAILY JOB VACANCY REPLACEMENT PROCEDURES**

Subject to the efficient operation of the Company, when a job vacancy is created due to the absence of the scheduled employee, the following provisions will be used as a guideline to fill the vacancy:

- Consideration will be given to employees who:
  - Are able to do the work and,
  - Are scheduled in the department in which the vacancy exists and,
  - Are in the plant at the time the vacancy is to be filled and,
  - Have advised their supervisor (or Lead Hand) of their desire to do the job vacated.
- Maintenance personnel and Lead Hands are exempt from above provisions, and shall not be expected to replace those vacancies, which arise.
  
- From the employees who meet the criteria above, the job vacancy will be filled by:
  - The senior employees holding a posting in that department, otherwise;
  - The senior employee able to do the job that is vacant.
  
- No penalties or additional costs will be incurred by the Company in accommodating employees as per item number two (2) above.
  
- To fill the job vacancy left by the employee selected in item number two (2) above, or if no suitable employee is able to fill the vacancy, the vacancy will be filled by the next senior employee willing and able to do the job required of them.
  
- The preceding procedures do not restrict the Company in any way from not filling vacant positions of filling vacant positions on a temporary basis or changing employees' work assignments or changing production schedules in reacting to manpower shortages and production needs.

### **3.05 – SEVERANCE PAY**

1. An employee shall be eligible for a separation as set forth below if on any date during their layoff the hours scheduled for them during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours.
2. Severance payments shall not be made:

- To employees who are discharged for just cause.
- To employees who have not completed their probation period.
- In the event of closing due to Acts of God, public enemy, war, or disaster.
- Severance pay shall be one thousand dollars (\$1000.00) for each year of seniority (pro-rated for incomplete years).
- Employees shall not be removed from the seniority list until the employee accepts their severance allowance.
- In the event of a plant closure all employee benefits will be maintained for three (3) months.

### **3.06 – JOB POSTINGS – DEFINITIONS**

- A permanent posting shall be the governing posting in the filling of job vacancies. Whenever possible, if an employee is working and their job posting is being performed, they will be scheduled to perform their posted job if they are the senior employee on shift holding that posted position. However, in the event of departmental layoff, the junior person in that department shall be laid off first and so on in that order. It is understood that said employees shall retain the right to bump into the junior position in other departments as far as their seniority permits.
- A relief posting shall be used when the Company perceives the need to cover vacant jobs created by time off, scheduling, sickness, increased workload or for reasons in which the employee holding the permanent posting will not be able to fill their position. The employee so trained will be expected to fill these positions when scheduled or directed.
- Relief Postings shall not be required between Engineering and Maintenance departments. All Engineers and Maintenance personnel can be positioned in either department, when needed; providing they meet the qualifications required and 3.06 (a) has been adhered to.

### **3.07 – POSTING PROCEDURE**

#### **1. NOTICE**

- Whenever a job posting is available in any of the departments, the Company shall post a standard notice on the posting bulletin board for at least five (5) production days soliciting the names of employees who wish to apply to fill such posting.
- The standard notice on the bulletin board shall specify:
  - The type of job posting (permanent or relief)
  - The job available.
  - The qualifications required.
  - The rate of pay and wherever possible, an outline of the work required and the approximate conditions of temperature, humidity, and general environment to which the employee will be exposed.
  - Where “any other duties delegated” is specified under the outline of work required. It is understood that any other duties delegated shall remain duties within the same department and with regards to the same process involved.

- Any Union employee covered by this Agreement may sign the job posting.
- The Company shall discuss with the Union Committee the particular job requirements of the posting, and come to a mutual agreement as to what the above Article encompasses.

## **2. SELECTION**

- In cases involving relief postings, the posting shall be filled, within reason, by the senior applicant.
- IN cases involving permanent postings, the Company will select the most senior employee who suits the training requirement after consulting with the Union.
- In the event differences arise which cannot normally be settled, as to which of the applicants should be given a trial to fill the job posting, the matter shall, within three (3) days after the said differences arise, be dealt with under Article 13.03, Grievance Procedure, starting with STEP 3 thereof.
- Employees shall be permitted to hold one (1) permanent posting and one (1) relief posting at any one time. It is understood and agreed that Packaging postings in the Bottling and Canning sections shall be considered as one (1) posting rather than two (2).

## **3. TRAINING AND TRAIL PERIOD**

- The person selected shall be given a reasonable training period to learn the job. The Company agrees to cooperate in determining a reasonable training period after consulting with the Union.
- Employees accepted for postings will have ten (10) working days, with a shift change, during which they have the right to turn down the posting and return to their former job.
- Upon completion of said training period, employees shall have thirty (30) production days to prove their suitability. In cases of unsuitability at any time during the trial period, the Company shall notify said employee and the department shop steward in writing.
- The person selected shall be transferred to the posted job within twenty (20) working days provided that there is a replacement available.
- An employee absent from work for not more than three (3) weeks will have the right to apply within five (5) days of their return to work, but this need not delay filling the job within the period.
- In the event of unsuitability, or the exercising of rights in 3.07, Clause 3(b), the selection process will  
  - will start again with the same sign up list that the original employee was selected from.
- Employees who, by reason of physical deficiency are required to transfer from their present job will retain their plant seniority.

In all cases where it is necessary to transfer an employee for the aforementioned reason, the Company and the Union will mutually decide on the job to which the employee will be transferred.

- Any employee who has had a time lapse of more than four (4) months in a particular job that they are trained in, and is required to fill a vacancy in that job, shall be entitled

to an uninterrupted retraining period to fill that requirement. The Union and the Company shall meet to determine the time period required to retain an employee on a case by case basis, exclusive to layoff procedures.

### **3.08 – SENIORITY RESPECTING OVERTIME**

a) In the event it is necessary to work unforeseen overtime, the employee performing that job will be asked first. Thereafter, the following selection process will apply to those employees who are able to perform the duties required in order of their plant seniority.

1. Employees working in the department.
2. Employees working in the plant.
3. Employees not on shift.

b) In the event the Employer wishes to schedule overtime shifts on Saturdays, Sundays, or statutory holidays, employees who are able to do the work required will be asked, in order of their plant seniority in the following manner:

1. Employees who have not had the opportunity to work forty (40) hours in the week just ended due to layoff.
2. Plant wide.

c) Labour in the Canning and Bottling Department including, but not exclusively limited to, hand-packing, hand-labelling, bundling, re-coding, and stickering is hereby mutually agreed to require no posting or special training and can be performed by any union or permit card employee.

If overtime arises in the above job categories, the below steps shall be followed, in order, until the required number of overtime positions are filled. In each step, overtime shall be offered to employees in order of decreasing plant seniority.

- Employees currently working in the plant shall be offered to work after their scheduled shift ends.
- Employees scheduled to work on the next shift shall be called in to work early.
- Employees laid off from work (except seasonal and temporary employees) shall be called in to work.
- Employees who have completed a work shift earlier in the day and are no longer at the plant shall be called in to return to work.
- Seasonal and temporary employees laid off from work shall be called in to work.

### **3.09 – TRANSFER OUTSIDE THE BARGAINING UNIT**

If a Union member accepts employment with the Company in a classification outside the bargaining unit, he shall retain his seniority for a period not to exceed ninety (90) days from the date he accepts such employment.

## **ARTICLE 4 – HOURS OF WORK**

### **4.01 – WORK WEEK**

a) For all employees, eight (8) hours shall constitute a day's work and five (5) days, namely forty (40) hours, Monday through Friday inclusive, shall constitute a week's work. An employee who is ordered to work less than eight (8) hours a day or forty (40) hours a week shall be considered temporarily laid off.

b) Notwithstanding Section 4.01 (a) above, the Company shall have the right to

schedule four (4) consecutive ten (10) hour shifts, Monday to Thursday or Tuesday to Friday, in any department, providing the majority of employees directly affected by this change have voted in favour of it.

c) Notification of shift schedules will be given no later than 12:00 p.m. Thursday for work in the following week. Employees whose seniority is such that they are scheduled to work the entire week shall be assigned one (1) starting time for that week. Where the Employer requires an employee to commence work prior to his posted starting time or work after his regular quitting time, but not in excess of their scheduled number of hours, such hours shall be paid at the applicable overtime rates for the first shift change, or any other changes thereafter.

Where the Employer requires an employee to change his shift (e.g. from days to afternoons) the employee shall be compensated at the rate of time and one-half for the first shift so worked.

d) All regular shifts shall be eight (8) or ten (10) hours in duration and the employees shall be paid a minimum of eight (8) or ten (10) hours.

e) When ten (10) hour or eight (8) hour shifts are scheduled, these shifts will be scheduled consecutively.

f) Either ten (10) or eight (8) hour shifts will be scheduled weekly.

g) Employees who receive permission to leave early or who agree to leave early because of a temporary reduced department workload shall be paid for the time worked only.

h) Employees must be given twelve (12) hours prior notice to normal start time if they are not to report for work the next day. If they are not notified and report to work, they shall be paid for the whole day, excluding those absent without notification to the Employer on the day the notification not to report is given.

i) However, in the event of any utilities failure or machine failure beyond the Company's control, employees will not be covered by 4.01 (h) above.

j) Senior, capable and willing employees required to do one (1) Brewhouse/Cellar check per day shall receive four (4) hours pay. Employees required to do two (2) Brewhouse/Cellar checks per day shall receive six (6) hours pay. In the event a Brewhouse/Cellar check requires more than four (4) hours work, then the employee shall be paid at the premium rate for all hours worked.

k) Capable and willing employees required to do weekend coverage will receive twelve (12) hours straight time pay per day.

Weekend coverage will include being on call and doing two (2) plant checks per day. Eligible employees will be scheduled by:

- Employees who have not had the opportunity to work forty (40) hours in the preceding week.
- Seniority.

l) Any employee called back for any reason shall receive not less than four (4) hours pay at the prevailing rate.

m) The filler shall be scheduled to start at 7:00 a.m. on all eight (8) hour production days or at 6:00 a.m. on all ten (10) hour production days unless otherwise mutually agreed between the Company and the Union.

n) Subject to the efficient operation of the Company the mid-day meal period will be during the fifth hour.

- o) Statutory holidays and sick pay will be paid according to the regular hours scheduled on that particular week, i.e. the ten (10) or eight (8) hours, so long as sick benefit entitlement is not exceeded.

#### **4.02 - OVERTIME**

- a) The following work shall be considered overtime:
  - 1. Work performed in excess of the scheduled number of hour on any regular working day;
  - 2. Work performed prior to scheduled starting time;
  - 3. Work performed after scheduled starting time;
  - 4. Work performed on Saturdays or Sundays;
  - 5. Work performed on statutory holidays.

Work performed in excess of eight (8) hour during any normally scheduled eight (8) hour production day or work performed in excess of ten (10) hours during any normally scheduled ten (10) hour production day, Monday to Friday inclusive, shall be overtime and shall be paid for accumulated as time off at the rate of time and one-half for the first two (2) hours of overtime and double time thereafter.

- b) All work performed on Saturdays, (excluding weekend coverage and Brewhouse/Cellar checks) is overtime and shall be paid or accumulated as time off at the rate of double time.
- c) All work performed on Sundays, (excluding weekend coverage and Brewhouse/Cellar checks) is overtime and shall be paid or accumulated as time off at the rate of double time.
- d) In the event it is necessary to work overtime, the Company shall, whenever possible, provide four (4) hours' notice of such overtime.
- e) The Company shall, whenever possible, give employees at least one (1) weeks' notice of Saturday, Sunday, or statutory holiday work involving production or bottling.
- f) Employees are not obligated to work overtime. However, in emergency situations the Union agrees to provide competent help.

#### **4.03 – ACCUMULATED TIME OFF**

- a) All employees in all departments at the Prince George Plant that work a full scheduled eight (8) hour day (or a full scheduled ten (10) hour day) that includes a one half (0.5) hour paid lunch period, will be paid for seven and one half (7.5) hours (or nine and one half (9.5) hours respectively) and accumulate one half (0.5) hour paid time off. The intent of this time off is to stabilize employment during slack periods.
- b) All accumulated time off must be taken as time off during the slack period of the year unless otherwise mutually agreed.
- c) An employee may accrue accumulated time off up to a maximum limit of twelve (12) weeks at their current rate of pay.
- d) Accumulated time off records will be the responsibility of the employee and his immediate supervisor and records shall be kept by the payroll department.
- e) Accumulated time off shall be scheduled by mutual agreement between the employee and his supervisor. Employee shall, whenever possible, give one (1) weeks notice of their intent to use accumulated time off.
- f) So as not to interfere with the efficient operation of the Company, the parties

agree to cooperate in regards to scheduling time off at slack periods of the year so as to stabilize employment of the workforce. In addition, employees shall have the option of cashing out all or part of their accumulated time off at the time of their annual vacation of at least one (1) week, or on the first pay period of February, June, or October of each year.

**ARTICLE 5 - WAGES**

**5.01 – PAY PERIOD**

- a) Any errors in payroll, providing the error is eight (8) hours or more, shall be corrected within one (1) working day of notification by the employee, by the administration at the Pacific Western Brewing Plant.
- b) Benefits such as glasses, hearing aids, doctor`s notes, shall be payable, by the following pay period, upon submitting receipts to the Pacific Western Plant administration.

**5.02 – WAGE RATES**

**TIER 1**

**BREWING DEPARTMENT**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Brewers	\$31.03	\$31.65	\$32.28
Filter Cellerman			
Fermenting Cellerman			
Pilot Plant Operator			

**BOTTLING DEPARTMENT**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Machine Operator	\$31.03	\$31.65	\$32.28
Filler			
Labeller			
Palletizer			
Depalletizer			
Packer,			
Hicone			
Traymore			
Pasteurizer			
Kegging / Clean-up			

**DISTRIBUTION DEPARTMENT**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Shipper/Receiver	\$32.61	\$33.26	\$33.93
Fork Lift/Warehouse	\$31.03	\$31.65	\$32.28

**MAINTENANCE DEPARTMENT**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Certified Trades	\$35.56	\$36.27	\$36.99

Non Certified	\$33.76	\$34.44	\$35.13
Chief Engineer 3	\$36.09	\$36.81	\$37.55
Shift Engineer 4 <sup>th</sup>	\$33.97	\$34.65	\$35.34
Shift Engineer 3 <sup>rd</sup>	\$34.29	\$34.98	\$35.68
Building Maintenance	\$32.24	\$32.89	\$33.54
Greaser/Oiler	\$31.03	\$31.65	\$32.28
Building Maintenance Relief	\$32.24	\$32.89	\$33.54

#### **QUALITY ASSURANCE**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Quality Assurance	\$34.29	\$34.98	\$35.68
Non Certified	\$32.88	\$33.54	\$34.21

#### **TIER 2**

New Hires in the following positions hired after July 1, 2019

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Brewhouse/Cellars	\$25.50	\$25.88	\$26.27
Machine Operator	\$25.50	\$25.88	\$26.27
Forklift	\$25.50	\$25.88	\$26.27
Shipper/Receiver	\$25.50	\$25.88	\$26.27

#### **GENERAL**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Seasonal/Permit	\$20.00	\$20.00	\$20.00

The foregoing will not prevent Pacific Western Brewing Company Ltd. From increasing these rates if conditions warrant in the opinion of the Management. Present higher wages of any employee shall not be reduced except as covered under Article 5.06 and Article 3.

#### **PREMIUMS**

	<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Qualified First Aid Attendant	\$1.00	\$1.00	\$1.00
Lead Hands	\$1.50	\$1.50	\$1.50
Training	\$0.50	\$0.50	\$0.50

In the event the Company requires certified trades personnel to hold more than one (1) TQ ticket, an additional \$1.00 per hour to be added to the standard negotiated wage.

#### **5.03 FIRST AID ATTENDANTS**

- a) The first aid postings will be secondary postings over and above any production postings first aid attendants may hold.
- b) The Employer shall pay the cost of tuition for employees taking the first aid



course. In the event an employee fails to attend the course without a valid reason, he may be required to reimburse the Company for the tuition costs.

c) The Company shall provide a maximum of ten (10) days paid leave of absence per year for each attendant required to maintain or upgrade first aid certificates.

d) The Company shall reimburse two (2) employees per contract year for lost wages incurred while writing the exam for the first aid ticket.

e) Costs of any medical examinations or medical forms required shall be borne by the Company.

f) Where the Company has paid the tuition costs for a first aid certificate, the employee agrees to hold the first aid position for a minimum of one (1) year.

#### **5.04 – LEAD HAND**

The Plant Committee will be consulted prior to the selection of Lead Hand, and in evaluating their performance.

#### **5.05 – SHIFT PREMIUMS**

##### Normal Day Shift

Shifts commencing between 6:00 a.m. and 10:59 a.m. for eight (8) hour shifts or 5:00 a.m. and 11:59 a.m. for ten (10) hour shifts shall be considered to be a day shift.

##### Afternoon Shift

Shifts commencing between 11:00 a.m. and 5:59 p.m. for eight (8) hour shifts or 12:00 p.m. and 5:59 p.m. for ten (10) hour shifts shall be considered to be an afternoon shift and will pay a premium of ninety cents (\$0.90) per hour.

##### Night Shift

Shifts commencing between 6:00 p.m. and 5:59 a.m. for eight (8) hour shifts or 6:00 p.m. and 4:59 a.m. for ten (10) hour shifts shall be considered to be a night shift and will pay a premium on one dollar and twenty cents (\$1.20) per hour.

#### **5.06 – WAGE RATE ADJUSTMENT**

Any employee who is classified in a higher category, and otherwise would be working in said category, who is asked by the Company to perform work that is classified at a lower rate shall not have his wage reduced, except when returning to a former posting after accepting a temporary or training posting which carried a higher rate of pay.

#### **5.07 – NEW JOB CLASSIFICATION**

Before new jobs are created as deemed necessary or advisable by the Company, a rate for such a job will be established and agreed upon between the Union and the Company. In the event agreement cannot be reached, the Union reserves the right to seek redress through the Grievance Procedure.

**5.08 – ADEQUATE MANPOWER**

- a) The Company will supply adequate manpower in all operations in all departments at all times so that an employee will not be required to perform more than a fair day’s work.
- b) Clause (a) above shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair day’s work, and accordingly changes in the manning of crews and changes in an employees work load may be made so long as the resulting situation is not a violation of Clause (a)

**ARTICLE 6 – STATUTORY HOLIDAYS**

**6.01 – STATUTORY HOLIDAYS**

- a) The following shall be considered as statutory holidays for each of which employees shall receive one (1) full day’s pay without having to work:

New Year’s Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Empire Day	Christmas Day
Canada Day	Boxing Day

And all other statutory holidays as may be declared or observed by Federal, Provincial or Municipal Governments.

- b) Employees who have completed their probation period shall be paid for statutory holiday providing they have worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed and the employee has not been absent without permission on the day preceding and the day following the holiday.
- c) Any of the above holidays that fall on Saturday will be observed on the preceding Friday, or the day proclaimed. Any of the above holidays that fall on Sunday will be observed on the following Monday, or the day proclaimed.
- d) All employees who are required to work a regular shift on statutory holidays shall receive double time for their actual hours of work on such holidays and in addition shall be given a day off with full pay at a time mutually agreed upon by the Company and the employee, or which may be converted to banked time.

**ARTICLE 7 - VACATIONS**

**7.01 – VACATIONS**

- a) All employees in the service of the Company for one (1) year or longer shall be granted two (2) weeks’ vacation per year with full pay. Holidays should be scheduled so as not to interfere with the efficient operation of the plant and the Company and the employees agree to cooperate in this regard. Employees are to state their selected period by February 1<sup>st</sup> with written confirmation from the Employer to be given no later than February 28<sup>th</sup> of each year.
- b) All employees shall, after completing three (3) years of service with the

Company, receive three (3) weeks' vacation per year with full pay.

- c) All employees shall, after completing five (5) years of service with the Company, receive four (4) weeks' vacation per year with full pay.
- d) All employees shall, after completing fifteen (15) years of service with the Company, receive five (5) weeks' vacation per year with full pay.
- e) All employees shall, after completing twenty (20) years of service with the Company, receive six (6) weeks' vacation per year with full pay.
- f) All employees shall, after completing twenty-five (25) years of service with the Company, receive seven (7) weeks' vacation with full pay.
- g) For the purpose of determining an employees' eligibility for the third, fourth,

fifth, sixth, and seventh week of Vacation, January 1<sup>st</sup> of the year in which the employee started, shall be considered his anniversary date. Notwithstanding the foregoing, in the event an employee terminates his employment prior to reaching his anniversary date in any year and has used his entire vacation entitlement prior to said termination, the Employer reserves the right to recover the unearned portion of his entitlement.

h) All employees shall be granted a minimum of two (2) weeks' vacation each year during the period commencing with the week in which June 15<sup>th</sup> falls and ending with week in which August 31<sup>st</sup> falls. Earned vacation in excess of two (2) weeks must be taken outside of this period unless it is mutually agreed otherwise and such agreement does not deny another employee the right to take two (2) weeks during this period.

i) In the case of employees receiving three (3), four (4), five (5), six (6), or seven (7) weeks' vacation, one week, two weeks, three weeks, four weeks, or five weeks, whichever is applicable, must be taken within the periods January 15<sup>th</sup> to March 31<sup>st</sup>, or October 1<sup>st</sup> to November 15<sup>th</sup>, by mutual agreement, the employee to state by January 31<sup>st</sup> the date they prefer to take their weeks.

j) Employees must take their vacations during the calendar year in which they become eligible for such.

k) The vacation entitlement shall be granted to all employees provided they have worked a minimum of ninety (90) days in the previous anniversary year. For the purpose of this Article, "days worked" shall be defined as actual days worked, statutory holidays, and at the employees option either paid vacation days or days on Worker's Compensation.

Employees who have not worked ninety (90) days in the previous year will be paid vacation pay at 4, 6, 8, 10 or 12% whichever is applicable or be granted the equivalent time off with full pay.

i) The Company shall provide each employee, status of vacation, both accrued and outstanding, on each pay period on the deposit slip.

## **7.02 – VACATION ILLNESS CARRYOVER**

a) In the event an employee is unable to utilize scheduled vacation due to illness or injury, the Company will allow the employee to reschedule and utilize up to a maximum

of two (2) weeks' vacation prior to their anniversary date in the following year.

b) If the employee is unable to utilize this vacation carryover by their anniversary date, the Company will top up disability payments to full regular gross pay, and the vacation entitlement will be discharged.

c) In the event an employee becomes ill or injured in excess of three (3) days after having commenced their vacation, they may request as outlined below to postpone their remaining days of vacation in order to enrol in the weekly indemnity plan.

i) The employee shall advise their supervisor of their illness or injury and make arrangements to have the weekly indemnity from completed.

ii) All approved requests will result in the employees' remaining days of vacation being cancelled, as prescribed above, the day after the request is received. The remaining vacation time shall be scheduled at a time mutually agreeable to the Company and the employee

iii) Any vacation pay held by the employee for the cancelled period shall be utilized for the rescheduled vacation period.

## **ARTICLE 8 – SECURITY OF PRINCIPLES**

### **8.01 – UNION MATERIALS**

a) Wherever practicable, all materials used by the Company shall be materials, which are processed by Union labour in respect to their manufacture and subsequent wholesaling and handling.

b) Subject to the efficient operation of the Company, the Company will not contract out bargaining unit work. Any work the Company deems necessary to contract out will be discussed by the Union Plant Committee and the Company prior to the contract being let. The Company will not purposely under staff any department so as to increase the workload where it can “deem necessary” contracting out bargaining unit work.

### **8.02 – BEER HAULING AND DELIVERY**

a) Wherever possible all beer hauling and delivery shall be done by Company vehicles, and when economically feasible, empty container hauling shall be done by Company vehicles.

b) Where it is necessary for the Company to sublet beer hauling and delivery to outside firms, such hauling, wherever possible, will be sublet to firms exclusively employing members of the Union. It is clearly understood and agreed that the intent of this paragraph is solely to safeguard employment of members of the Union and not to commit the Company to be a party to forcing employees of other trucking and hauling firms to join the Union.

### **8.03 – STRIKE – LOCKOUT**

a) There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes by the Union while this Agreement is in force and in effect, provided the Company does not require its employees to handle, process, or deliver goods coming from, belonging to. Or for delivery to any establishment at which a strike

or lockout is in progress, and it shall not be a violation of this Agreement for employees to refuse to handle, process or deliver such goods or cross an established bona fide picket line.

b) The Company shall be entitled to the use of the Union Label during the term of this agreement provided the Company strictly lives up to the terms of this Agreement.

#### **8.04 – GOVERNMENT AND EMPLOYMENT STANDARDS PROVISIONS**

In the event provisions of the Collective Agreement does not include or is lesser than provisions of any government laws and by-laws, or employment standards set forth in the Employment Standards Act, provisions of such shall be awarded to each and every employee, regardless of permit card, Union or benefit status.

### **ARTICLE 9 – LEAVE OF ABSENCE**

#### **9.01 – GENERAL AND PERSONAL LEAVE**

a) Leave without pay shall be obtained by mutual consent of the Company and the Union.

b) During the leave of absence, an employee shall not obtain employment elsewhere unless mutually agreed to by the Company and the Union. If an employee is found to have obtained a leave through fraud or misrepresentation, they may be subject to discipline up to and including discharge.

c) The Company's basic medical benefits, extended health care benefits, dental benefits, group life insurance benefits, and accidental death and dismemberment benefits will continue to be made available to any employee on leave provided the employee pays the Company for the costs of such benefit coverage. The onus is on the employee to notify the Company, prior to the commencement of said leave, of their intention to maintain all benefits during their leave and to pay the Company the amount required in advance on a monthly basis.

#### **9.02 – JURY DUTY**

When an employee is required to serve on a regular or coroner's jury or is subpoenaed as a witness, they shall be granted to leave of absence for the time so required on which they would otherwise have been working and shall receive the difference between their straight time rate of pay and the amount received for such jury duties.

#### **9.03 – MATERNITY LEAVE**

a) The Company will provide maternity leave of absence without pay as outlined in Section 30 of the Employment Insurance Act.

b) An employee returning from maternity leave shall be reinstated in their former job at the applicable rate of pay with no loss of seniority or benefits.

c) Employees shall be entitled to an additional three (3) months maternity leave without pay upon written request. The Company reserves the right to request medical documentation of need prior to granting such extension.

#### **9.04 – EDUCATION**

a) Where an employee, with the advance consent of the Company, chooses to

upgrade his education or technical skills in any field associated with the brewing industry, the Company will provide leave of absence without pay for however long the employee is required to complete his training.

b) Employees will be eligible for refund of the tuition costs of education courses, including prescribed textbooks, provided that:

i) The course is given by a recognized school and is approved by the manager as a contribution to the development of the employee.

ii) The course is likely to contribute to the employee's performance or advancement within the Company.

iii) The employee offers proof of successful completion of the course.

c) The maximum refund to any employee in any one (1) calendar year will be three thousand dollars (\$3000.00).

d) The Company shall co-operate in such areas as shift scheduling, overtime, or recall with employees attempting to upgrade their education as per Clause (a) above.

#### **9.05 – UNION BUSINESS**

The union executive will be granted a maximum total of twelve (12) days per year as paid education leave. Such paid leave must be agreed to be mutually beneficial to both the Union and the Company.

#### **9.06 – BEREAVEMENT**

In the event of the death of an immediate relative as defined herein, benefit employees shall receive a paid leave of absence as follows:

a) Where the services are to be held locally or where the employee elects not to attend said services, they shall receive a leave of absence for not less than three (3) consecutive days and shall receive eight (8) hours straight time rate of pay for each of such days absent on which they would otherwise have been working.

b) Where the services are to be held out of town and the employee elects to attend such services, they shall receive a leave of absence of not less than five (5) consecutive days and shall receive eight (8) hours straight time rate of pay for each of such days absent on which they would otherwise have been working.

c) For the purpose of this section, immediate relative shall mean one of the following: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, common-law spouse, same sex spouse, step parents, and step children.

### **ARTICLE 10 – TECHNOLOGICAL CHANGE**

#### **10.01 – TECHNOLOGICAL CHANGE**

a) Employees' jobs that are discontinued because of technological improvement of

changes in the production methods or processes including the method of shipping, receiving or handling of materials or products, the closing of a department or part of a department, are entitled to be reassigned without loss of pay. To determine an employee's suitability for a specific job through retraining, a maximum of sixty (60) working days shall be required.

- b) The Union must be notified of said changes at least ninety (90) days in advance.
- c) Immediately after notification the Company and the Union shall meet and determine which job(s) shall be suitable for reassignment.
- d) Training for other jobs within the bargaining unit must be done on a seniority basis, with the most senior employee having the first choice of jobs available.
- e) Employees retained under this Article will be considered to have no posting and must exercise their seniority under Article 3.07 in order to attain a new job posting.

## **ARTICLE 11 - WELFARE**

### **11.01 – EFFECTIVE DATE**

This plan shall be effective the date of signing the Agreement, or as soon thereafter as the same can be implemented and shall continue to be binding on the parties to the Agreement for so long as the Agreement is binding between the parties.

### **11.02 – EMPLOYER CONTRIBUTION**

- a) The cost of the Welfare Plans shall be borne by the Company. Abuse, misuse, or misrepresentation to obtain or continue to receive any of these benefits by an employee may be sufficient grounds for dismissal.
- b) The Company shall make available an **updated** insurance booklet for each employee per contract term, as soon as the final draft of the Memorandum is signed, or changes are made to insurance policies.

### **11.03 – ELIGIBILITY**

Each employee shall be entitled to the benefits in this plan subject to the following conditions:

- a) If qualified for the present benefit plans on the date this Agreement is signed, they shall be eligible on the effective date of this Plan or;
- b) Employees hired prior to July 1, 2004 will be eligible after working for a period of ninety (90) days in any twelve (12) month period.
- c) New Employees will be eligible after working for one hundred and thirty two (132) days or one thousand and fifty six (1056) hours, not including overtime, in any twelve (12) month period or two (2) years employment, whichever comes first. Upon completion of two (2) years' service, it is understood that the said employees described in Article 11.03 (b).

### **11.04 – LIFE INSURANCE**

- a) Each eligible employee shall be insured for \$80,000.00.
- b) Each eligible employee shall be insured for \$80,000.00 in case of accidental death or dismemberment.

### **11.05 – MEDICAL, SURGICAL AND HOSPITAL**

- a) Each eligible employee shall be insured in the Medical Services Plan and GWL Extended Health Benefits Plan
- b) Chiropractic, Physiotherapy, Acupuncture and massage will be paid at eighty percent (80%) per visit up to an annual maximum for Chiropractic, Physiotherapy, Acupuncture and Massage of four hundred dollars (\$400.00).
- c) The Company shall provide one hundred percent (100%) coverage for the purchase of and or replacement and maintenance of hearing aids for all eligible employees up to a maximum of five hundred dollars (\$500.00) in any five (5) year period.
- d) One hundred percent (100%) coverage on prescriptions and prescription cards.

**11.06 – DENTAL  
CO-INSURANCE PERCENTAGE**

100% of Routine Treatment.  
75% Major Treatment.  
50% Orthodontic Treatment.

**MAXIMUM BENEFIT**

No maximum benefit for all routine treatment.

Benefits are limited to two thousand five hundred dollars (\$2500.00), for all major treatment covered expenses for any one (1) family member, in any calendar year. Benefits are limited to two thousand dollars (\$2000.00) for each complete course of orthodontic treatment.

**11.07 – SICK LEAVE**

- a) Effective July 1, 1990 and each contract anniversary date thereafter each employee shall be granted eight (8) days sick leave for use in the following twelve (12) months.
- b) An employee's hours of sick leave shall be reduced by the actual hours taken.
- c) Full pay for an employee shall mean the equivalent of their standard daily hours times their job rate of pay, and the payment of sick pay shall not result under any circumstances, in an employee receiving more than full pay on any lost working day.
- d) The Company, at its discretion, may request that an employee be examined by a qualified Physician. Abuse, misrepresentation or any misuse of the above Clause by the employee may be sufficient grounds for dismissal.
- e) An employee shall receive unused sick leave pay, paid out at one hundred percent (100%) at contract anniversary date. "Rate" means their last base rate during the previous year. Employees shall have the option of receiving this cash out in cash or converting the sick leave hours to Banked time.

**11.08 – WEEKLY INDEMNITY**

- a) Where an employee is disabled due to a sickness or non-occupational accident, a weekly benefit amounting to seventy percent (70%) of wages (applicable classified hourly rate X 40) to be paid to an employee who is off work and under the care of a Doctor for the first twenty-six (26) weeks of disability.
- b) The Company will provide Long Term Disability Insurance equal to sixty-six and two-thirds percent (66 2/3%) of wages (applicable classified hourly rate X 40), up to a maximum of three thousand five hundred dollars (\$3500.00) per month, for a period up to twenty (20) years or age sixty-five (65) whichever is the lesser period.



- c) The costs of any Doctor's notes, W.I. or L.T.D. forms shall be reimbursed by the Company providing a receipt is submitted.
- d) With regards to Weekly Indemnity payments. The Company shall continue to pay wages at the calculated rate entitled to the employee, until such a time as the employee has begun receiving his/her biweekly payments from Great West Life. The Company shall arrange an agreement with Great West Life Insurance Company, wherein all monies owed to that point shall be directly payable to the Company, and any other monies from that point on, shall be payable to the employee. In the event that the insurance company has deemed the employee not entitled to such monies, then the Company shall have recourse to reclaim that money back from the employee through a signed agreement prior to issuance of said monies. A standard agreement of repayment shall be formulated jointly by the Company and the Union, for this purpose.
- e) The Company and the Union agree to work together to minimize Weekly Indemnity and WorkSafeBC costs by a mutually agreeable "Graduated Return to Work" program that shall include the employee, the employee's attending Physician or Specialist, WorkSafeBC, and/or the insurance provider.

**11.09 – LOSS OF BENEFITS**

- a) An employee whose service with the Company has been terminated for just cause shall not be entitled to any benefits as of the termination date. In the case of a temporary layoff, benefits will cease after ninety (90) days of layoff.
- b) Employees whose benefits have been discontinued due to temporary layoff as outlined in (a) above shall be reinstated to full benefit coverage immediately after completing five (5) days' work in the bargaining unit.
- c) The Company shall inform employees on layoff as to the date benefit coverage will cease.

**11.10 – PENSION PLAN**

a) The Company agrees to contribute to a pension fund to be set up on the following basis:

- 1. Type: Money Funded Purchase Plan.
- 2. Administered – By the Union or its designate.
- 3. Eligibility – After completion of fifteen hundred (1,500) hours worked.
- 4. Mandatory participation for all employees.

5. The Union shall retain ½ of one percent of the company's contribution as administration fees.

		<b>July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>
Employee Portion	3%	3%	3%	
Employer Portion	9%	9%	9%	

6. The employee portion shall be automatically deducted from his/her pay cheque.

7. The Employer shall forward both the employee's and the Employer's portions together with a detailed accounting of each employee's entitlement and earnings to the Union and Pension Administrator within twelve (12) days after the month in which deductions were made by electronic deposit.

#### **11.11 – EARLY RETIREMENT BENEFITS**

a) Employees who retire after achieving age fifty-five (55) and have fifteen (15) years of service or sixty (60) but prior to their sixty-fifth (65<sup>th</sup>) birthday, shall have their basic medical and extended health benefits continued until they reach their sixty-fifth (65<sup>th</sup>) birthday.

b) Early Retirement Package Eligibility – Employees must have worked at Pacific Western Brewing Company for at least fifteen (15) years. Employees must have reached the age of fifty-five (55) at Collective Agreement anniversary date of June 30. Limited to three (3) employees per year based on seniority.

Employees must indicate their desire for early retirement by:

Year 1 – 6 weeks after ratification of the Collective Agreement.

Year 2 – by Collective Agreement anniversary date, June 30, 2020

Year 3 – by Collective agreement anniversary date, June 30, 2021

Retiree must work until a replacement is available and trained if necessary.

Package. Retiring employee would receive a one-time separation payment of \$50,000.00 at termination and would receive retirement benefits to age 65 as per Article 11.11 (a) above.

#### **11.12 – SEVERANCE PAY**

For the express purpose of more clearly defining the rights of the parties to the Collective Bargaining Agreement (the “Agreement”) dated for reference the 1<sup>st</sup> day of July 1990, and not to alter the terms of the Agreement, the following interpretation is agreed and consented to: In the event of a plant closure, all pay due to employees eligible for a separation payment as set out in this Section shall be paid as of the date of such plant closure.

The Employee Benefits under the Agreement, which will be maintained for three (3) months following such plant closure, are explicitly specified as:

Life Insurance;

Medical, Surgical, and Hospital; and

Dental

For greater certainty, but without broadening the interpretation of the above, Weekly Indemnity and Long Term Disability benefits will continue for claims arising prior to plant closure in accordance with the terms of those plans. No coverage will be provided for potential claims arising subsequent to the date of plant closure.

IN the event of plant closure, it is the Union's position that an employee on an active Weekly Indemnity or Long Term Disability claim should be eligible for severance and the continuation of such claim.

It is the Company's position that an employee on an active Weekly Indemnity claim as at the date of plant closure will be entitled to receive Weekly Indemnity benefits until he/she is able to return to active employment or has exhausted all benefits permitted under the Weekly

Indemnity plan, whichever is earlier. At that time, he/she will be eligible to receive severance as at the date of plant closure.

Further, it is the Company's position that an employee on an active Weekly Indemnity claim as at the date of plant closure who has made a claim for Long Term Disability arising from the same injury and has satisfied or will satisfy the requirements of the benefit plan will not be eligible for severance.

Further, it is the Company's position that an employee on an active Long Term Disability Claim as at the date of Plant closure is not eligible for severance.

Should the need arise; the parties hereto agree to submit this issue to arbitration.

## **ARTICLE 12 - GENERAL**

### **12.01 – HUMAN RIGHTS**

- a) All personnel shall at all times, treat all other personnel with respect.
- b) The Company shall provide as much notice as possible when recalling employees to work.

### **12.02 – AMENITIES**

- a) In the event the Company decides to issue some form of bonus, all employees shall be notified of the bonus regardless of their individual work schedule.
- b) All present amenities now enjoyed by the employees shall be kept in effect.

### **12.03 – DISCIPLINE**

- a) Employees may only be given a written warning, notice of suspension, or be discharged for just and reasonable cause.
- b) Where written warning, suspension or discharge is imposed, the affected employee and the shop steward shall immediately be given copies of the disciplinary write up.
- c) Providing the employee has not been further disciplined for a similar offence after a period of twelve (12) months from the date of issuance in case of reprimands, and twenty-four (24) months in the case of suspensions, all disciplinary records shall be removed from the employee's file and thereafter shall not be relied upon for any purposes.

Notwithstanding the foregoing, in any event the records shall be removed after a period of three (3) years from date of issuance.

### **12.04 – TOOL REPLACEMENT**

The Company agrees to replace lost or worn tools used by employees in the course of their regular employment up to a maximum of three hundred and fifty dollars (\$350.00) per calendar year and further agrees to provide the necessary tools for conversion to the metric system at no extra cost to the employee.

### **12.05 – WORK BREAKS**

- a) The Company shall give employees a work break of fifteen (15) minutes once every two (2) hours during regular shifts.
- b) The employees will be given a fifteen (15) minute break on overtime hours if overtime hours are expected to be one (1) hour or more.

#### **12.06 – OVERTIME MEALS**

When an employee is required to work more than two (2) hours overtime after their regular shift, they shall be afforded a paid half hour (0.5) meal break and shall be given a light meal or receive ten dollars (\$10.00) in cash in lieu thereof. Should the overtime continue on, paid work breaks shall be afforded every two (2) hours thereafter (i.e.: coffee, meal).

#### **12.07 – SAFETY AND HEALTH**

- a) It shall be the objective of the safety and health programme to eliminate accidents and health hazards. The Company shall provide, wherever possible, a place free of recognized physical and health hazards in accordance with the W>C>B> Act and Industrial Health and Safety Regulations according to the Worker's Compensation Act.
- b) Each employee agrees to wear the protective equipment made available by the Company and to adhere to the accident prevention rules and regulations.
- c) A joint safety and health committee shall be established in accordance with the Worker's Compensation Act. There shall be equal representation of both parties. This committee shall act in an advisory capacity and it shall be guided by the principles of the seven (7) point program given below:
  - 1. Each medical aid and lost time accident shall be investigated immediately by the designated investigation team with a view to determining the fundamental causes.
  - 2. Develop and publish data to indicate accident sources and accident frequency rates.
  - 3. Inspect the plant to detect hazardous physical conditions or unsafe work methods monthly at a regular pre-arranged date.
  - 4. Recommend changes or additions to protective equipment or devices for the elimination of hazards.
  - 5. Promote accident prevention for all employees.
  - 6. Recommend and participate in promoting and advertising safety to the workers through communication meetings.
  - 7. Conduct monthly accident prevention meetings with the sole purpose to discuss accident prevention and to recommend suitable corrective measures.  
Employees requested to attend these meetings during their off time shall be paid at straight time rates.
- d) All protective equipment shall be supplied free of cost with two (2) exceptions listed below:
  - 1. For W.C.B. approved safety shoes or boots, the Company shall pay the employee up to a maximum of two hundred and fifty dollars (\$250.00) per contract year. An allowance of fifty dollars (\$50.00) towards the purchase of safety footwear shall be allowed employees not eligible for benefits as set out in Article 11.03 (b) & (c).
  - 2. Upon presentation of receipt for prescription glasses and frames required by the employee or their dependants, the Company shall reimburse the employee, up to a maximum of six hundred dollars (\$600.00) every two (2) years. This includes laser eye

surgery and contact lenses.

The Company shall bear the cost of eye examination for each employee and dependant up to a maximum amount of seventy-five dollars (\$75.00) every two (2) years.

e) The Company shall provide a proper lunchroom and sanitary conditions for all employees.

f) New employees will be introduced to the department shop steward and inducted into the rules and operations of the Company. New employees will have sufficient time to familiarize them with the entire plant and introduce them to their fellow workers in the immediate vicinity.

The Company will supply a list of safety wear required, and regulations to all new employees.

### **12.08 – CONTRACT BOOKLETS**

Contract booklets, in a form acceptable to the Union shall be printed by union printers at Company expense. A copy shall be supplied to each employee and fifty (50) copies shall be supplied to the Union office.

### **12.09 – ELECTION DAY**

As per current legislation.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

### **13.01 – SHOPE STEWARDS**

Shop stewards, all of whom shall be employees of the Company, shall be chosen by the Union and recognized by the Company. There shall be a minimum of one (1) shop steward for each department.

### **13.02 – GRIEVANCE COMMITTEE**

a) There shall be a grievance negotiating committee, consisting of three (3) employees designated by the Union, and who shall be afforded such reasonable time off as may be required to attend meetings held at the request of the management or the grievance negotiating committee.

b) The Union agrees to advise the Company of the names of the shop stewards and of the members of the grievance committee, in writing, and also of any changes from time to time.

c) The Company agrees to advise the Union of the names of the members of their management committee, in writing, and also of any changes from time to time.

### **13.03 – PROCEDURAL STEPS – GRIEVANCE PROCEDURE**

In case a grievance arises in any department of the Company, the parties hereto shall make an honest effort to settle the difference by proceeding through the following steps until the grievance is settled, deemed to be abandoned or arbitrated.

#### **STEP 1**

The aggrieved employee shall notify his shop steward who shall immediately request time off from his supervisor in order to take up the matter if the case is urgent. If the case is not urgent, it shall be taken up at the end of the shift. The shop steward, with or without the aggrieved person, shall take up the matter with the supervisor within ten (10) working days of the event giving rise to the grievance.

## **STEP 2**

Failing a satisfactory settlement, the grievance shall be put in writing on the grievance forms supplied by the Union and shall be signed by the aggrieved and the shop steward and presented to the supervisor within a maximum of ten (10) working days from the date the matter was first raised with the supervisor at Step 1. The supervisor shall give their answer within twenty-four (24) hours (Saturdays, Sundays, and holidays excluded) of the grievance being raised, after which the third step may be invoked.

## **STEP 3**

Within ten (10) working days of the presentation at Step 2, the grievance shall be taken up between the grievance negotiating committee and the management committee. The management committee shall give their answer within seventy-two (72) hours (Saturdays, Sundays, and holidays excluded) from the institution of this step, after which the fourth step may be invoked.

## **STEP 4**

If the matter has not been resolved, the Union and the Company shall each have the option of a further meeting involving the Union Business Agent and Company Representative, along with the respective grievance negotiating committee before proceeding to arbitration. Said meeting shall, wherever possible, take place within thirty (30) days of the Company's response at Step 3.

## **STEP 5**

Any grievance which has been properly processed through the preceding steps of the grievance procedure without being settled may be submitted to an arbitration board composed of one (1) representative chosen by the Union and one (1) representative chosen by the Company and an impartial arbitrator who shall act as chairman of the board.

At the time that either party serves notice, in writing, of its intent to proceed to arbitration it shall, at the same time notify the other party of the name of its representative. The other party shall appoint its representative within five (5) days of receiving written notice and these two (2) representatives shall agree on a person to act as chairman. If they fail to agree, within a further five (5) days from the appointment of the second representative, the Minister of Labour of the province of British Columbia shall appoint the chairman. The Arbitration Board shall be requested to render a decision within a period of one (1) month following the constitution of the Board. The majority decision of the Board shall be final and binding on both parties to this agreement. The Board shall not have any jurisdiction to alter or change any of the provisions of this Agreement nor substitute any new provisions in lieu thereof.

When the Arbitration Board is dealing with a grievance concerning the dismissal or suspension of an employee bound by the Agreement and it found that employee has been dismissed or suspended for other than proper cause, the Board may direct the Employer to reinstate the employee and pay to said employee the sum equal to their wages lost by reason of their dismissal or suspension, or such lesser sum, as in the opinion of the Board, is fair and reasonable.

Similarly, where the Arbitration Board is dealing with a grievance lodged by an employee bound by the Agreement wherein such employee alleges and the Arbitration Board finds that the employee has been laid off, demoted, or not promoted in violation of the terms of the Agreement and thereby has suffered loss of wages the Board may, provided the employee has raised their grievance without delay after occurrence giving rise to it, direct the Employer to pay the employee a sum equal to their wages so lost or such lesser sum as in the opinion of the Board is fair and reasonable.

Notwithstanding the foregoing, during the course establishing an Arbitration Board, either party may notify the other party of its desire to have the grievance heard by a sole arbitrator. In such an event, the grievance shall be heard by a sole arbitrator, provided that the parties can agree that the matter should be dealt with in that manner, and further that the parties be unable to agree to the foregoing, the grievance shall be dealt with in the manner otherwise established in this Article. A sole arbitrator, if agreed upon, shall have the same powers and authority as an Arbitration Board established under this Article.

Each of the parties hereto shall bear the expense of the arbitrator appointed by it and the parties shall jointly bear the expense of the Chairman of the Arbitration Board.

#### **13.04 – GENERAL GRIEVANCE PROCEDURE**

a) Grievance involving discharge shall be placed in writing and dealt with by starting Step 3.

b) Any matter, which may be the subject of a grievance, must be taken up at Step 1 within ten (10) working days of its occurrence or it shall be deemed to be abandoned. Any grievance, which is not resolved at any step, must be advanced to the next step in writing within ten (10) working days or it is deemed to be abandoned and shall not be dealt with further under this Article. In each case, the ten (10) working day period commences with the event or the advancement to the previous step of the grievance procedure.

c) The time limits specified in Steps 1, 2, 3, and 4 may be extended by the written agreement between the parties. The chairman of the grievance committee, on behalf of the Union, or the manager on behalf of the Company, may file a policy grievance at Step 3 of the grievance procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operation, or alleged violation of the Agreement.

d) In view of the orderly procedure arranged for the settlement of grievances, the parties hereto agree, each with the other, that there shall be no striking on the part of the Union or no lockout of employees on the part on the Company during the processing of any grievance or arising out of an award of a Board of Arbitration determining the same.

#### **13.05 – TROUBLESHOOTER ARBITRATION**

Any grievance which has been properly processed through the preceding steps of the grievance procedure without being settled may be submitted to arbitration or an industry troubleshooter as agreed to by the parties. Grievances may be submitted to arbitration within three (3) months from the first Grievance Review Board Meeting following the Step 3 written response to the grievance. The union will provide dates of all Grievance Review Board meetings, upon request, at the beginning of each calendar year.

##### **Industry Troubleshooter**

a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application or alleged violation of this Agreement including any question as to whether a matter is arbitral, during the term of the Collective Agreement, such difference may be referred to an industry troubleshooter.

In the event the parties are unable to agree on an industry troubleshooter within a period of thirty (30) calendar days, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The parties will endeavor to reach an agreed to statement of facts prior to the hearing. The recommendation from a troubleshooter shall not be binding without mutual agreement by the parties.

b) Where the parties agree to invoke industry troubleshooter the appropriate process will apply notwithstanding the provisions of Article 13 of the Agreement and the parties shall not be entitled to thereafter invoke arbitration process in Article 13, Section 5(i)

c) The location of the hearings is to be agreed to by the parties. The parties may agree in advance to deal with one (1) or more grievances over the course of the day scheduled for the hearing.

d) As the process is intended to be non-legal, outside lawyers will not be retained to represent either party during an industry troubleshooter. All presentations should be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

e) Prior to rendering a decision the industry troubleshooter may assist the parties in mediating a resolution to the grievance.

f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated within and may include an immediate verbal award if the parties so agree. Otherwise, the decision of the industry troubleshooter is to be completed and delivered in ten (10) working days of the hearing.

g) The industry troubleshooter shall have the power and authority to conclusively settle the dispute and his/her decision shall be binding on both parties. The industry troubleshooter shall not have the power to change the Collective Agreement or to alter, modify, or amend any of its provisions. However, the industry troubleshooter shall have the power to dispose of the grievance in any matter he/she deems just and equitable.

h) Any decisions of an industry troubleshooter will be non-precedential.

#### **SINGLE ARBITRATOR**

i) The grievance will be submitted to an Arbitration Board composed of a sole arbitrator, mutually agreed to by the Company and the Union, who shall act as chairman. At the time that either party services notice, in writing, of its intention to proceed to arbitration it shall, at the same time, notify the other party of the name of its legal representative. The other party shall appoint its legal representative within five (5) calendar days of receiving written notice and these two (2) legal representatives shall agree on a person to act as sole arbitrator. Unless mutually agreed to, if they fail to agree within fourteen (14) calendar days from the appointment of the second legal representative, the Minister of Labour of British Columbia shall appoint a sole arbitrator.

Each of the parties shall bear the expenses of an arbitrator or industry troubleshooter.

#### **ARTICLE 14 – SPECIAL PROGRAMS**

The parties to negotiate a jointly trusted Employee Assistance Program. Which will be available to all employees of the Company and funded by the Employer. The target date for



implementation of such a program shall be August 31, 1993 or as soon thereafter as is possible. This program will be implemented on a trial basis for the first two (2) years of operation and will be reviewed by the parties regarding its continuation during the 24<sup>th</sup> month of operation.

a) The Company/Union recognizes that alcoholism/substance abuse is an illness, and shall endeavour to accommodate all employees who are suffering the disease in the following manner.

Where the employee admittedly suffers the disease of alcoholism/substance abuse and/or where the Company suspects, due to just cause, that an employee suffers the disease of alcoholism/substance abuse. The Company shall have the right to request the employee be under the care of a qualified physician to obtain a complete diagnosis/treatment of the disease.

Upon confirmation of the employee's responsibility shall be the following:

i) Shall sign a release of information containing the physician's diagnosis, as well as prescribed treatment program from the physician to the Company.

ii) Shall follow through with **all** aspects of treatment prescribed by the attending physicians.

The Company's responsibility shall be the following:

i) To officially request in writing, aspects of treatment prescribed treatment program from the physician to the Company.

ii) Shall bore all costs for initial diagnosis, written confirmations and progress reports, and treatment in regards to the treatment of the said employee. With the exceptions that in the event the physician recommends that the employee attend treatment centre, the Employer shall pay for the initial costs of such, however shall be entitled to recover one half of such costs, after treatment has been achieved, through a mutually agreed upon repayment schedule of the employees' payroll deductions.

## **ARTICLE 15 – PRODUCTION BONUS**

1. A lump sum volume incentive will be made available within one (1) month of each fiscal year end (March 31<sup>st</sup>), within the term of this contract for distribution to all employees on the seniority list at the fiscal year end date.

2. For each 5000 hectolitres brewed, packaged and co-packed above the base volume of 150,000 hectolitres brewed and packaged and co-packed during the previous fiscal year, 0.5% of the actual working wages paid, (excluding time off, benefits and severance pay), in the previous fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>), to a maximum of 3% (or a total volume of 180,000 hectolitres brewed, packaged, and co-packed), will be made available.

3. Each employee on the seniority list shall receive a percentage of these funds equal to the percentage of the total gross wages that each employee received during the previous fiscal year.

## **SIGNING BONUS**

Upon ratification of the Collective Agreement all current union employees will receive a separate cheque for the gross amount of one thousand dollars (\$1000.00).

**ARTICLE 16 – DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2021.

1. During the term of the Agreement there shall be no strikes or lockouts whatsoever.
2. This Agreement is signed to ratification and said settlement shall be effective immediately.

**IN WITNESS WHEREOF** the parties hereto have caused their respective officers to set their hands on the day first above mentioned.

**FOR THE COMPANY**

Tom Leboe  
Cindy Hartford

**FOR THE UNION**

Brad Dahl  
Trevor Fletcher  
Neil Glazier  
Les Shields  
Cheryl Metcalfe

**COLLECTIVE**

**AGREEMENT**  
**Between**  
**S.E.I.U. LOCAL 2, BRANCH**  
**LOCAL 300**  
**And**  
**PACIFIC WESTERN BREWING**  
**COMPANY LTD.**

**July 1, 2019 – June 30, 2021**  
**COLLECTIVE AGREEMENT**

**COLLECTIVE**  
**AGREEMENT**  
**Between**  
**S.E.I.U. LOCAL 2, BRANCH**  
**LOCAL 300**  
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**COMPANY LTD.**

**July 1, 2019 – June 30, 2021  
COLLECTIVE AGREEMENT**