

COLLECTIVE  
AGREEMENT

Between

INTERIOR BREWERY  
WORKERS LOCAL 308

And

LABATT BREWING  
COMPANY LIMITED  
Creston, B.C.

Terms of Agreement

May 1 2016 – April 30 2023

"This edition is prepared for purposes of convenience only, and for accurate reference, recourse should be had to the Collective Agreement bearing the original signatures of the principals. The official legally binding document is that which contains those aforementioned original signatures."

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COLLECTIVE AGREEMENT  
COLUMBIA BREWERY, CRESTON, B.C.

THIS AGREEMENT BETWEEN:

THE COLUMBIA BREWERY, Division of Labatt Brewing  
Company Limited (Hereinafter referred to as the "Company")

AND:

INTERIOR BREWERY WORKERS UNION LOCAL 308  
(hereinafter called the "Union")

WITNESSETH:

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

ARTICLE 1  
DEFINITION

SECTION 1:1 EMPLOYEES

Wherever herein the expression "employee, journeymen, help or men" is  
used, it shall mean the personnel in all departments of the Company, other  
than brewery manager, brewmaster, production managers, and other  
managers, lab technicians, office personnel.

SECTION 1:2 GENDER

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

ARTICLE 2

## BARGAINING AGENCY AND RECOGNITION

### SECTION 2:1 MEMBERS IN GOOD STANDING

Only members in good standing with the Interior Brewery Workers Local Union 308 shall be employed in the Brewing, Bottling, Delivery, Maintenance, and Engine Room Departments of the Company including installation and maintenance of all machinery and equipment.

### SECTION 2:2 COMPETENT HELP

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 men temporarily on permit cards.

### SECTION 2:3 PERMIT CARD AND STUDENT

2:3:1 Should the Union be unable to furnish help during the busy season, extra help may be employed as long as such employment does not cause layoff to the regular Union members or Future Full Time Employees All such extra help must obtain a permit card from the Union before going to work. Permit cards shall be promptly issued so as not to cause any delay in the filling of the Company's manpower requirements.

If a vacancy in the regular work force takes place and no Union member is out of work, then the most senior permit card worker shall fill such vacancy, if capable.

2:3:2 Students upon being hired, will be advised that their employment is of a temporary nature and that they cannot be considered for regular employment until they have terminated employment with the Company for a period of at least 2 months.

The student work week shall be based on a forty hour work week and shall consist of a Saturday shift premium of \$3.00 per hour and a Sunday shift premium of \$4.00 per hour in lieu of double time pay. This premium shall be over and above any applicable shift premiums and do not apply in the event of a modified work week schedule.

For students, 8, 10, 12 hours shall constitute a full days work and 40 hours per week, Monday through Sunday inclusive, shall constitute a weeks work.

The Permit Card/Student wage rate established as per Article 5

#### SECTION 2:4 DISCRIMINATION

No employee shall be discriminated against or discharged for his 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 notice is given the Company and the time required for such work is not unreasonable.

#### SECTION 2:5 UNION DUES

2:5:1 Biweekly 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 in addition thereto any special assessments imposed in accordance with the Constitution and by-laws of the Union.

A written list of the employee's names and the relative amounts so deducted shall be submitted by the Company to the Union Financial Secretary bi-weekly.

The Union will notify the Company of the amount of the established dues to be deducted and will further notify the Company 30 days in advance of any change with respect to the amount of dues or assessments to be deducted.



2:5:2 Notwithstanding any provisions contained in subsection 2:5:1, there shall be no financial responsibility on the part of the Company for dues and assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

### ARTICLE 3 SENIORITY

#### SECTION 3:1 DEFINITION

Seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date he was first employed, unless his seniority was broken, in which event such calculation shall be from the date that he returned to work following the last break in his seniority.

3:1:1 Seniority shall not be considered broken by reason of:

- (a) Absence on leave when granted mutually by the Company and the Union.
- (b) Absence due to seasonal layoff providing employee is available for work on date of being recalled in the order of his seniority
- (c) Sickness or injury or transfer from one department to another.
- (d) Active service in the Armed Forces of the country.

3:1:2 An employee with less than ten (10) years seniority will automatically lose his seniority and cease to be an employee of the Company in case of layoff for period of twelve (12) months. An employee with more than ten (10) years seniority will automatically lose his seniority and cease to be an employee of the Company in the case of layoff for a period of eighteen (18) months. It is agreed that if an employee is not recalled from layoff for an aggregate of more than thirty (30) days then the employee's period of layoff shall be considered not to have been interrupted.

## SECTION 3:2 RETAINMENT OF SENIORITY

If a Union member accepts employment with the Company in a classification excepted in Article 1, he shall retain his seniority for a period not to exceed 6 months from the date he accepts said employment.

## SECTION 3:3 PROCEDURE REGARDING LAYOFFS

3:3:1 Should it become necessary to reduce the regular working force, all permit card help must be discharged before any Union members shall be laid off.

3:3:2 Plant seniority shall apply in the event of it becoming necessary to reduce staff. All layoffs shall be made impartially and in strict order of seniority, provided the senior employee is willing and able to perform the work required of him. The last person hired shall be the first to be laid off, and so on in that order.

When staffs are augmented after layoff employees shall be returned to work on the basis of seniority provided that the senior employees are willing and able to perform the work required of them. The employee with the greatest seniority being returned first and so on in that order, provided that the work does not require a tradesman.

No employee of the Company, other than a member of the Union, shall do the work of journeymen.

## SECTION 3:4 JOB POSTING

3:4:1 If any job becomes vacant, the Company shall post a notice of such vacancy for at least five (5) consecutive bottling days and the job may be applied for by any of the Union employees. Employees absent for any legitimate reason during the job posting period shall be permitted to apply for the job posting within three (3) days after their return to work as long as their absence has not exceeded five (5) weeks. The vacancy shall be filled by the senior applicant willing and able to do the job.

The company shall post notification of the vacancy within 14 days of the position becoming available. The Company retains the right to

determine manpower levels at all times and to determine when training will occur subject to the efficient operation of the Company.

It is understood that "able to do the job" means having the necessary ability, skills, experience and licenses or certifications where required, in order to perform satisfactorily on the job.

Those employees off on W.I. or W.C.B. shall be given the right to apply for any vacancies that may become available. If one of the above mentioned employees becomes the successful applicant, the Company will cover such job with the senior trained worker willing and able to do the job, or the next senior applicant willing and able to do the job.

It is also understood that any job vacancy created by a manpower shuffle in either the Creston Plant area or a specific geographical distribution area, shall cause such notice of posting to be restricted to that said area. "Manpower shuffle" is defined as no employee having left the service of the Company (e.g. resignation, retirement, L.T.D.).

3:4:2 Where an employee signs and accepts a job posting within his department he may not apply for another posting in that department for a minimum of 1 year, from the date of his acceptance of the posting unless otherwise mutually agreed between the Union and the Company. Furthermore, an employee cannot forfeit his posting unless mutually agreed between the union and the company.

#### ARTICLE 4 HOURS OF WORK

##### SECTION 4:1 WORK WEEK

4:1:1 For all Full Time and Future Full Time Employees 8 hours shall constitute a full day's work and 5 days, namely 40 hours, Monday through Friday inclusive, shall constitute a week's work. An employee who is ordered to work for less than 8 hours per day, or 40 hours per week shall be considered temporarily laid off.

4:1:2 Tentative notification of shift schedules will be posted on Thursday by 12:00PM. Final schedule will be posted no later than Friday by 12:00PM for work in the following week. No shift change premiums will be paid if

there are differences between these two schedules. If changes are made to an employee's start time after he has completed his weeks' work, he will be notified of the change.

4:1:3 No Future Full Time Employee will be scheduled on a day that a Full Time Employee is not scheduled provided the full time employee is willing and able to perform the duties.

#### SECTION 4:2 OVERTIME AND BANK TIME

4:2:1 For all employees' work over 8 hours per day or 40 hours per week shall be paid at the rate of double time.

4:2:2 All Full Time and Future Full Time Employees shall be paid straight time for all overtime worked (i.e. over 8 hours per day or 40 hours per week) and the other time shall be granted as paid time off at a time mutually agreed between the Company and the employee. This time off may be used for any personal business and may be accumulated to provide time off during slack periods.

Bank Time Accumulation will not exceed eighty (80) hours at any given time unless mutually agreed upon and approved by the Company for special circumstances. Employee's who have reached the maximum cap of 80 hours will have bank time automatically paid out until he/she has decreased their maximum. The employee will have the option of transferring a portion of his bank time to make a voluntary contribution to the pension plan, in increments of 40 hours (up to the legal allowable maximums).

4:2:3 All overtime on Sunday shall be paid for at the rate of straight time with paid time off to be accumulated at the rate of straight time.

4:2:4 When an employees shift is changed, such employee shall receive overtime pay for his first shift only and all hours outside of his regularly scheduled shift, paid at the rate of 1 1/2 times his current wage rate of pay.

4:2:5 Under the foregoing clauses time off or payment of accumulated overtime is optional to the employee subject to the following provision:

- (a) As of January 1 and June 1 in each year the employee must elect whether over the next 6 months he wishes to be paid out or time off in lieu of accumulated overtime premium hours.
- (b) At the fiscal year end of the Company, on pay period 26, the employer will cash out all accumulated banked time in excess of 39 hours. Except:
  - i) By December 1 of each year an employee may preschedule bank time off to a maximum of 80 hours through the black book. These 80 hours are to be used by November 30 of the following year.
- (c) On December 1st of each contract year the employee has the option of transferring a portion of his bank time to make a voluntary contribution to the pension plan.

This option cannot be used as the employees' contribution for the purposes of calculating the employer matched contribution in Section 7:02 a (i).

4:2:6 No employee shall be allowed to work overtime while other employees are receiving less than 40 hours per week provided the laid off employee is willing and able to perform the work required of him.

4:2:7 Where local deliveries are of a nature that assistance is required, the Company will temporarily assign an employee to perform swamper duties.

4:2:8 When overtime opportunities are identified in advance, employees must sign up for all available openings when approached.

For example: If there are 5 shift openings at the saw in a given week, they will be offered first to the senior qualified person. That person must decide at that time how many, if any, of the 5 shifts that they would like to take. The remainder of the shifts will then be offered in the same manner to the next senior qualified person. When more than 1 shift is available in a day the most senior employee shall initially sign up for only one shift. After all other employees had a chance to sign up for the additional shifts, then the senior

employee may take more than one shift, or have the option to split said shifts in order of seniority.

4:2:9 Overtime for shift extension expected to be two (2) hours or less will be offered to employees currently on shift as shift continuation. If overtime is expected to be longer than two (2) hours, this clause and other relevant clauses will apply.

4:2:10 All overtime will be based on seniority provided the employee is willing and able to perform the duties.

#### SECTION 4:3 LUNCH BREAKS

4:3:1 All employees shall be allowed 1/2 hour off for the mid-day or mid-shift meal, this 1/2 hour shall be included in the working hours. Present practices with respect to employee's use of this 1/2 hour lunch period shall not change. The employer will retain the right to rotate relief men to maintain production during coffee and lunch breaks.

4:3:2 Where employees are required to work for 8 hours (on-shift Brewhouse Operators and Power Engineers) or any maintenance man who is called out from his lunch break shall be paid a premium of 1/2 hour pay at their regular straight time rate for the 1/2 hour in excess of the 7-1/2 hours which they spend working.

The Kettlemen will receive an additional premium of 1/2 hours pay at their regular straight time rate for the two fifteen minute coffee breaks for which they are unable to schedule.

In addition, where employees are required to work through one or both of their 15 minute breaks and cannot re-schedule such break(s), they shall notify their supervisor on the following working day that they wish to be paid an additional 15 minutes (30 minutes as appropriate), at their regular straight time rate.

#### SECTION 4:4 SICKNESS NOTIFICATION

4:4:1 Except in specific situation of sickness or accident that make it impossible, employees must notify the Company as soon as possible if for

any valid reason they will be absent from work, and also will notify the Company when they expect to return to work.

4:4:2 Employees must be notified before quitting time if they are not to report for work the next day. If they are not notified and report for 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 was given.

4:4:3 Employees called out for work for less than a 1/2 day shall receive not less than a 1/2 day's wages.

4:4:3 However, in the event of any utilities failure such as power, light or water, at some point outside Company property and beyond the Company control, employees will not be covered by Article 4 Section 4:2 of this Agreement.

#### SECTION 4:5 41 HOUR WORK WEEK

The Employer may schedule employees to work 41 hours in a week. This right is to be exercised not more than 10 weeks each year. Where the company schedules employees on the 41 hour week, under no circumstances will overtime be paid for the 41 scheduled hours worked in that week pursuant to this provision. The extra hour shall be used for training, education, information, and/or communication. Employees scheduled on a midnight shift or 12 hour shift shall be exempt from the 41 hour work week.

ARTICLE 5 - WAGE  
SCHEDULE

Commented [c1]:

	Effective May 1/16 Per Hour	Effective May 1/17 Per Hour	Effective May 1/18 Per Hour	Effective May 1/19 Per Hour	Effective May 1/20 Per Hour	Effective May 1/21 Per Hour	Effective May 1/22 Per Hour
<b>BREWING</b>	1%	\$500	1%	\$500	1%	1%	1%
Kettleman	31,70	31,70	32,02	32,02	32,34	32,66	32,99
Filter Cellarman	31,78	31,78	32,10	32,10	32,42	32,75	33,08
Fermenting Cellarman	31,67	31,67	31,99	31,99	32,31	32,63	32,96
Forklift/Racker	31,78	31,78	32,10	32,10	32,42	32,75	33,08
% of Variable Compensation	5%	6%	6%	7%	7%	8%	8%
<b>ENGINEERING</b>	1%	\$500	1%	\$500	1%	1%	1%
3rd Class Engineer	36,20	36,20	36,56	36,56	36,93	37,29	37,67
Electrician	36,20	36,20	36,56	36,56	36,93	37,29	37,67
Millwright	36,20	36,20	36,56	36,56	36,93	37,29	37,67
% of Variable Compensation	5%	6%	6%	7%	7%	8%	8%
<b>OTHER ENGINEERING</b>	1%	\$500	1%	\$500	1%	1%	1%
Engineers on Shift	32,85	32,85	33,18	33,18	33,51	33,85	34,19
Other Maint. Trades (cert.)	33,86	33,86	34,20	33,18	33,51	33,85	34,19
Mech. Helper Oiler	32,11	32,11	32,43	32,34	32,66	32,99	33,32
% of Variable Compensation	5%	6%	6%	7%	7%	8%	8%
<b>BOTTLING - Machine Op.</b>	1%	\$500	1%	\$500	1%	1%	1%
Filler	31,63	31,63	31,95	31,95	32,27	32,59	32,92
Endload	31,63	31,63	31,95	31,95	32,27	32,59	32,92
Labeller	31,63	31,63	31,95	31,95	32,27	32,59	32,92
Depalletizer	31,66	31,66	31,98	31,98	32,30	32,62	32,95
Soaker Infeed	31,63	31,63	31,95	31,95	32,27	32,59	32,92
Saw	31,63	31,63	31,95	31,95	32,27	32,59	32,92
Can Line	31,71	31,71	32,03	32,03	32,35	32,67	33,00
Forklift	31,71	31,71	32,03	32,03	32,35	32,67	33,00
Clean-Up Man	31,63	31,63	31,95	31,95	32,27	32,59	32,92
Janitor	31,58	31,58	31,90	31,90	32,22	32,54	32,87
All Other Men	31,58	31,58	31,90	31,90	32,22	32,54	32,87
Gardener/Utility Man	31,58	31,58	31,90	31,90	32,22	32,54	32,87
% of Variable Compensation	5%	6%	6%	7%	7%	8%	8%
<b>DELIVERY</b>	1%	\$500	1%	\$500	1%	1%	1%
Class I Drivers	31,87	31,87	32,19	32,19	32,51	32,84	33,17
Other Drivers	31,71	31,71	32,03	32,03	32,35	32,67	33,00



Shipper Receiver	32,24	32,24	32,56	32,56	32,89	33,22	33,55
% of Variable Compensation	5%	6%	6%	7%	7%	8%	8%
<b>Full Time Employees hired after January 1, 2009*</b>	<b>1%</b>	<b>\$500</b>	<b>1%</b>	<b>\$500</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>
Operators	23,58	23,58	23,82	23,82	24,06	24,30	24,54
Class 1 Drivers	26,81	26,81	27,08	27,08	27,35	27,62	27,90
** Except Future Full time employees employed as of October 31, 2008							
% of Variable Compensation	7%	8%	8%	9%	9%	9%	9%
<b>OTHER</b>							
Permit Card	15,92	15,92	15,92	15,92	15,92	15,92	15,92
Student Rate	15,92	15,92	15,92	15,92	15,92	15,92	15,92
<u>Full FFE Rate</u>	<del>18,49</del>	18,49	18,67	18,67	18,86	18,86	19,05
% of Variable Compensation (for full FFE only)	4%	4%	4%	4%	4%	4%	4%
<b>FFE starting rate until 1440 hours = \$16.00</b>							

- 1) The company will pay a ratification bonus of \$500 to all Full Time employees.
- 2) The company will pay a lump sum of \$500 to all full time employees on payroll as of May 1, 2017. Payment will be on the 1<sup>st</sup> pay of May.
- 3) The company will pay a lump sum of \$500 to all full time employees on payroll as of May 1, 2019. Payment will be on the 1<sup>st</sup> pay of May.
- 4) All new Millwright and Electricians hired after May 1, 1st 2016, will receive a **starting** hourly rate of \$32.00. **Refer to progressive wage scale – 5:8:1**

ARTICLE 5  
WAGES

SECTION 5:1 PAY PERIOD

5:1:1 Wages shall be paid every two weeks on Friday at not less than the following rates. Where a Statutory Holiday is observed on the normal pay day, every effort will be made to pay on the preceding day.

Present higher wages of any employee shall not be reduced. Any person working 50% of their work week on a higher wage classification shall be paid the higher wage classification on a permanent basis.

5:1:2 The Company will pay a premium of \$1.00 per hour in addition to the regular rate of pay to employees in distribution, on a temporary or permanent basis, to assume the added responsibility for departmental operation in the absence of the supervisor.

SECTION 5:2 COST OF LIVING ALLOWANCE

A cost of living allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from April 1, 1995 to March 31, 1996, in the first pay period following publication of the March, 1996 consumer price index. The payment will be calculated upon the formula of one (1) cent of each full .3 change in the CPI (1986=100) in the period from April 1, 1995 to March 31, 1996 determined by subtracting the CPI for the month of April, 1995 - after adding 4% of the April 1995 CPI to this figure - from the CPI of March, 1996.

This COLA formula will be repeated each contract year, in the above described manner, until the expiry of this collective agreement.

### SECTION 5:3 JOB TRANSFER AND PERMIT CARD

5:3:1 Employees that are permanently transferred by the Company to a department paying a lower wage rate will not have their present higher wages reduced, but will not participate in any wage increase until such time as their present wage rate is equaled by the rate set forth in the Agreement for such classification.

5:3:2 Any employee temporarily transferred to another job classification having a lower rate, shall not have his regular rate reduced.

5:3:3 A new employee hired to fill a permanent position (when there is not adequate manpower from the FFE to fill the position) will be paid the FFE rate for the first 480 regular straight time hours worked. Thereafter, he shall be paid the job rate in accordance with the wage schedule. The probationary period for the purpose of determining the employees' suitability for employment will be 720 regular straight time hours.

Qualified Tradesmen will also be subject to the 720 regular straight time hours probationary period for the purpose of determining suitability, but will be paid the job rate specified herein for the work he is doing for that period. Waiting period for benefits services to remain at 132 days worked.

### SECTION 5:4 SHIFT TIMES AND PREMIUMS

5:4:1 Any shift starting between the hours of 12 o'clock noon and 5:59 p.m. shall be considered to be the afternoon shift and will pay a premium of 65¢ per hour in addition to the rate of pay.

Any shift starting between the hours of 6:00 p.m. and 5:59 a.m. will be considered the night shift and will be paid a premium of \$1.10 per hour in addition to the rate of pay.

### SECTION 5:5 FIRST AID ATTENDANTS

5:5:1 All employees possessing a valid Level II WCB First Aid Certification or equivalent shall receive a premium of \$0.50 per hour for all hours worked. An additional \$1.00 per hour will be paid to first aid attendants that are designated shift attendants.

## SECTION 5:6 VACATION REPLACEMENT WAGES

5:6:1 Any employee who is required to replace another employee during vacation periods or otherwise, will receive the rate of wages specified in this Agreement for such classification.

## SECTION 5:7 ADEQUATE MANPOWER

5:7:1 The Company will supply adequate manpower in all operation, in all departments, at all times, so that an employee will not be required to perform more than a fair day's work.

## SECTION 5:8 PROGRESSIVE WAGE FOR MILLWRIGHT AND ELECTRICIAN

5:8:1 All new Millwright and Electrician hired after May 1, 2016, will receive an hourly rate of \$32.00 This wage will be increased as the follow:  
After 12<sup>th</sup> month: wage increase at \$33.00  
After 24<sup>th</sup> month: wage increase at \$34.50  
After 36<sup>th</sup> month: wage increase at Millwright & Electrician wage in article 5.

## ARTICLE 6 STATUTORY HOLIDAYS

### SECTION 6:1 DEFINITION

The following shall be considered as Statutory Holidays, for each of which employees will receive 1 full day's pay without having to work: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and all other Statutory Holidays declared by the Federal or Provincial Governments. In order to be eligible for pay for such holidays, the employee must have been available for work his last scheduled shift prior to the holiday, except for Saturdays and Sundays, and except for sickness or accident, vacation, or other mutually agreed upon leave of absence.

## SECTION 6:2 STATUTORY HOLIDAY PAY

For all work performed on the aforementioned Statutory Holidays straight time shall be paid with paid time off to be accumulated at the rate of double time.

## ARTICLE 7 VACATIONS

### SECTION 7:1 VACATION ELIGIBILITY

7:1:1 All employees in service with the Company for one year or longer shall be granted 2 weeks vacation per year with full pay. When requested the first 2 weeks will be granted between June 15 and September 15. They will be granted in rotation, with the senior employee to have preference in choice of dates over 2 week periods when mutually convenient.

7:1:2 If a regular employee who would be entitled to vacation leaves the service of the Company without receiving his vacation, he will be paid the amount of his service entitlement outstanding at the time of his separation.

### SECTION 7:2 VACATION ENTITLEMENT

7:2:1 For the purpose of the qualifying date for the third, fourth, fifth, sixth and seventh weeks of vacation, such seniority shall be considered to have commenced on January 1st of the year in which the employee commenced employment.

7:2:2 All employees after completing 3 years of service with the Company shall receive 3 weeks vacation per year with full pay.

7:2:3 All employees after completing 8 years of service with the Company, shall receive 4 weeks vacation per year with full pay.

7:2:4 All employees after completing 15 years of service with the Company shall receive 5 weeks vacation per year with full pay.

7:2:5 All employees after completing 20 years of service with the Company, shall receive 6 weeks vacation per year with full pay.

7:2:6 all employees after completing 25 years of service with the Company, shall receive 7 weeks vacation per year with full pay.

### SECTION 7:3 VACATION BONUS

7:3:1

Employees with 3 or more years seniority shall receive a vacation bonus payable equal to 20% of such employee's normal vacation.

In order to avoid layoff of junior employees, time off in lieu of payment will be granted when manpower is available and when mutually agreeable.

Payment of any outstanding vacation bonus shall be made to the employee on **pay period 26** in each year. At this time the employee has the option of transferring his outstanding vacation bonus to make a voluntary contribution to the pension plan.

This option cannot be used as the employees' contribution for the purposes of calculating the employer matched contribution in Section 7:02 a (i).

All new permanent employees hired after **May 19, 2009**, shall not be eligible for vacation bonus.

### SECTION 7:4 VACATION SCHEDULING

7:4:1 In the case of employees receiving 3,4,5,6, or 7 weeks vacation, the 3rd, 4th, 5th, 6th and 7th weeks must be taken between January 1 and April 15 or between September 16 and December 31, as may be determined by management giving due consideration to the fully staffed and efficient operation of the plant.

7:4:2 Employees must take their vacation during the calendar year in which they become eligible for such vacation. 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 weeks vacation prior to March 31, of the following year.

If the employee is unable to utilize this vacation carry-over by March 31, the Company will top up disability payments to full regular gross pay, and the vacation entitlement will be discharged.

## SECTION 7:5 VACATION ILLNESS

In the event an employee becomes ill or injured in excess of 3 days after having commenced his vacation, such that he is qualified for Weekly Indemnity coverage, he may request as outlined below to postpone his remaining days of vacation in order to enroll in the Weekly Indemnity Plan.

1. The employee shall advise his supervisor of his illness or injury and make arrangements to have the weekly indemnity form completed.
2. All approved requests will result in the employee's 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.
3. Any vacation pay held by the employee for the cancelled period shall be returned to the Company and reissued for the rescheduled vacation period.

## ARTICLE 8 SECURITY OF PRINCIPALS

### SECTION 8:1 UNION MATERIALS

8:1:1 Wherever possible, 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.

8:1:2 The Company agrees to use only Union-made malt, bearing the Union label in the manufacture of its products. The Company shall not request or require its employees to handle or process any other malt or any products of any other malt and it shall not be a violation of this agreement for employees to refuse to handle or process any other malt or products of any other malt.

## SECTION 8:2 BEER HAULING AND DELIVERY

8:2:1 Wherever practicable, all beer hauling and delivery shall be done by Company vehicles.

8:2:2 Where it is necessary to sublet beer hauling and delivery to outside firms, such hauling, wherever possible, shall be sublet to firms exclusively employing members of the Union.

8:2:3 There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes staged by the Union while this Agreement is in force and effect provided the company shall not request or 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 refuse to cross an established bona fide picket line.

8:2:4 The Company shall be entitled to use the Union label during the term of this Agreement, provided the Company strictly lives up to the terms of this Agreement.

## ARTICLE 9 GENERAL

### SECTION 9:1 AMENITIES, CLOTHING AND PRESCRIPTION SAFETY GLASSES

9:1:1 All present amenities now enjoyed by the employees shall be kept in effect.

9:1:2 The Company shall supply, free of charge, rubber boots and aprons to employees working in damp and wet places.

9:1:3 Safety Prescription Glasses

Upon presentation of a receipt for the purchase of prescription safety glasses, the Company will reimburse the employee as follows:

May 1, of each year of the collective agreement: \$250



The employee may choose to combine two years of allowance. Safety glasses must have permanently affixed side-shields and be WorkSafe BC approved.

## SECTION 9:2 SAFETY SHOES, LOCKERS AND LUNCH ROOM

### 9:2:1 Safety Shoes

The Company shall supply safety shoes or boots up to a maximum cost as per table below. It is mandatory that safety boots or shoes be worn by all employees at all times during working hours. Permit card employees will be reimbursed for their safety shoes upon completion of sixty (60) days worked, as per the amount in the contract year.

May 1, of each year of the collective agreement: \$200

The employee may choose to combine two years of allowance.

9:2:2 The Company shall provide lockers in the Brewing Division and Bottling Division of its plant and shall also provide a suitable lunch room for its employees.

## SECTION 9:3 OVERTIME, AND REST PERIOD

9:3:1 An employee required to work more than 1 hour of overtime shall have a 15 minute paid rest period before commencing such overtime if it is known that the overtime will be more than 1 hour. If it cannot be foreseen that the overtime assignment will be more than 1 hour and the assignment extends beyond 1 hour the employee will be entitled to a 15 minute paid rest period.

## SECTION 9:4 SICK LEAVE

9:4:1 Each employee shall be entitled to sick leave with full pay during each year of service under the following terms, provided he furnishes a doctor's certificate showing the nature of the illness. Where the Company is satisfied that the illness is bona fide and of short duration the need to furnish a doctor's certificate may be waived. Employees will be reimbursed when a Doctor charges for proof of illness certificate if requested by the company.

A. Employees who achieve regular status shall be granted sick leave to a maximum of 6 days per calendar year and administrated in hours

(total 48 hours). Based on the LOU Protocol for out of town sick days– Date – ~~Nov 5, 2009~~ change date to April 11, 2016, the following rule should be applicable; Employees are entitled to an additional 6 sick days in order to attend medical appointments outside of the community. These days will be scheduled as appointments occur and will not impact the usage of regular sick days.

Payout of sick time, up to the first four (4) days if unused, will be made by January 31 of the following calendar year. Retiree to be eligible to a pro-rated payment of sick days unused based on the number of months work in the calendar year.

- B. For those employees that have accumulated more than 12 days under this clause as of December 31, 2008, those extra days up to 6 days (not accumulative any longer) will have payout be deferred to retirement or taken as sick days if required.

9:4:2 Sick leave days shall be applied to provide full pay for working days lost, during the waiting day(s) prior to the start of weekly indemnity payments.

The Company, at its discretion, may appoint a Doctor to examine the employee. Abuse, misrepresentation, or any misuse of the above clause by the employee shall be sufficient grounds for dismissal.

No employee on sick leave may draw sick leave benefits under Article 9 Section 9:4, of this Agreement for any Saturday or Sunday on which they would not have otherwise worked.

#### SECTION 9:5 BEREAVEMENT

9:5:1 Should a bereavement occur in an employee's immediate family, i.e. parent, spouse (as defined by BC Law), child, stepchildren, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, he will be granted up to 3 consecutive days leave of absence without loss of pay upon application and proof of evidence can be requested at the discretion of the company.

Employees will be granted up to one (1) day off, at employee's choice, without loss of pay for normally scheduled work days to attend the funeral

or make funeral arrangements for an aunt, uncle, niece or nephew, brother or sister in law.

Upon application to and at the discretion of the employer, the Company may also allow employees to take unpaid bereavement time off for individuals not noted above.

9:5:2 In the event the funeral is more than 400 kilometers from the Brewery, an additional day will be granted as part of the days granted above.

#### SECTION 9:6 JURY DUTY

9:6:1 When an employee is required to serve on a regular or coroner's jury during his normal working hours, he shall be granted leave of absence and shall receive the difference between his straight-time rate of pay (for hours necessarily absent and during which he would otherwise have been working) and the amount received for such jury duty.

#### SECTION 9:7 TOOL REPLACEMENT

The Company agrees to reimburse tradesmen for the replacement of tools used in the course of their regular employment up to \$450 per year.

At the Company's discretion specialty tools may be purchased and kept locked up nearby machinery. Where the need is demonstrated Company provided tools will be maintained up to safety standards. This allowance will be paid out in the first pay period in May.

#### SECTION 9:8 EDUCATIONAL LEAVE

Upon written application by the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay, for course time and reasonable travel up to 5 normal working days in any 1 year to elected officials of the Union. No more than a total of 20 working days shall be available in any 1 year to all elected officials. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

#### SECTION 9:9 MATERNITY/PARENTAL LEAVE

1. The Company will provide maternity/parental leave of absence, as outlined in the company policy manual.
2. An employee returning from maternity/parental leave shall be reinstated in her former job with the applicable rate of pay.
3. The employee's seniority date will not be affected by the foregoing.

#### SECTION 9:10 DUPLICATION OF BENEFITS

An employee shall not receive wages or allowances such as holiday pay, vacation pay, weekly Indemnity, Long Term Disability, Workers' Compensation or other similar benefits so that the employee's net pay for any day or part day exceeds his normal net pay for such period from more than one source.

#### SECTION 9:11 Discipline

- a) Discipline will be given in a timely manner. In no case shall it be more than (15) working days (excluding Saturday, Sunday and Statutory Holidays) after the alleged offence, or after the discovery of the alleged offence, unless this time is extended by agreement, in writing, between the Company and the Union.
- b) No employee shall be reprimanded, Suspended or dismissed except in the presence of a union representative.

#### 9:12 Personal file

- a) If an employee has not been formally disciplined for an interval of twenty four (24) months his previous offences will not be referred to in the event that further disciplinary action is necessary.

ARTICLE 10  
HEALTH AND WELFARE PAYMENTS

SECTION 10:1 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.

SECTION 10:2 ELIGIBILITY

10:2:1 Each employee shall be entitled to the benefits in this Plan subject to the following conditions:

If qualified for the present benefit plans on the date this Agreement is signed, he shall be eligible on the effective date of this Plan, or:

New employees shall be eligible after working for a period of 90 days worked in any 12 month period.

Future Full Time Employees - As per Article 14

SECTION 10:3 BENEFITS - PENSIONERS

10:3:1 Life Insurance for pensioners: \$10,000

10:3:2 Medical care coverage for pensioners.

10:3:3 Employees hired after January 1, 2009 are not eligible for retiree benefits

10:3:4 Reinstatement of benefits clause is no longer applicable under the plan provided for all employees who retire after April 30, 2009

10:3:5 All employees are eligible for semi-private coverage only under the benefit plan provided for all employees who retire after April 30, 2009.

SECTION 10:4 BENEFITS - ACTIVE EMPLOYEES

#### 10:4:1 Life Insurance

Life Insurance provisions for regular employees shall be \$75,000 then \$77,000 as of January 1, 2017; \$79,000 as of January 1, 2018 and \$81,000 as of January 1, 2019.

Employees not actively at work on the above named dates shall only be provided increased insurance coverage upon their return to active employment.

#### Voluntary Life Insurance

In addition to basic life insurance, you may purchase voluntary life insurance up to \$50,000 if you apply within 30 days from date of eligibility of benefits. This does not require medical evidence of insurability. In addition to this \$50,000 you may choose another \$25,000 voluntary life insurance with evidence of insurability and approved by the insurance company.

You are required to pay the full premiums for this voluntary insurance with payroll deductions being made from your earnings. Premiums and any applicable taxes are subject to change in January of each year.

If you elect not to apply for any additional voluntary life insurance within 30 days of eligibility you do have the option to apply later but only with evidence of insurability approval from the insurance company.

This insurance will only continue while actively employed and eligible for group insurance benefits. In the event of your death any voluntary insurance in force will be payable to the beneficiary you designated in respect to your basic group life insurance.

#### 10:4:2 Accidental Death & Dismemberment

Accidental Death and Dismemberment provisions for regular employees shall be \$75,000 then \$77,000 as of January 1, 2017; \$79,000 as of January 1, 2018 and \$81,000 as of January 1, 2019.

Employees not actively at work on the above named days shall only be provided increased insurance coverage upon their return to active employment.

10:4:3 Dental and Extended Health coverage.

(refer to Group Insurance Plan book)

10:4:4 Weekly Indemnity

Where an employee is disabled due to a sickness or non-occupational accident, a weekly benefit amounting to 70% of wages (applicable classified hourly rate x 40) in effect during the 26 week period will be paid to an employee who is off work and under the care of a doctor.

Payments will commence on the 1st day of the disability if due to an accident and on the 4th day if due to a sickness, and will continue to a maximum of 26 weeks for any one period of disability.

Where weekly indemnity benefits payable under the weekly indemnity plan together with weekly or lump sum time loss benefits payable by any other government supported or Crown agency, (including any plan or program established pursuant to the provincial automobile insurance act program) for the same disability exceed 100% of normal weekly earnings, the employee must reimburse any such excess to the weekly indemnity benefits, execute such forms of authority as are necessary to permit the direct payment of any such weekly or lump sum time loss benefits to the Company. The Company shall then pay to the employee any monies which the employee is entitled under this clause.

10:4:5 Long Term Disability –

Should the disability, described above, continue beyond the end of the 26th week, the insured Long Term Disability Plan will commence at the 27th week and will continue until recovery, or age 65, whichever occurs first. Where an employee has received Workers' Compensation payments for a 26 week period, the Long Term Disability plan will commence at the 27th week and will continue until recovery or age 65, whichever occurs first. The L.T.D. Plan will provide the payment of 66 2/3% of wages (applicable hourly rate x 40) in effect during the first 78 weeks of the Long Term Plan.

Effective as of January 1, 2019, the L.T.D. Plan will provide the payment of 50% of wages (applicable hourly rate x 40) in effect during the first 78 weeks of the Long Term Plan. Employees will have a one time option to be cover up to 66.6% by paying the difference in premium.

Should the disability continue past the 104th week (26 weeks & 78 weeks) the future Weekly Benefit will be calculated at 66 2/3% (or at 50% effective on January 1, 2019) of wages (hourly rate x 40) in effect at the 104th week of disability.

On May 1st of each year after the employee has hit 104 weeks of disability the amount the employee receives will be increased by 2% until recovery or age 65, whichever occurs first.

Employees will be reimbursed when a Doctor charges for the completion of LTD Manulife forms. Employees must pay Doctor for the form and present bill to the Company in order to be reimbursed.

10:4:5:1 Coverage under insured Weekly Indemnity and Long Term Disability Plans Coverage will be continued -

1. for the first 104 weeks of disability provided the employee is unable to perform his own job;
2. in excess of 104 weeks, provided the employee is unable to perform any job for any employer for which he is reasonably qualified by training and education, or experience, to perform as determined by the insurance carrier. The Weekly Indemnity Plan and the Long Term Disability Plan will be of a standard nature underwritten by an insurance carrier and will include an offset clause for integrating statutory payments such as Canada Pension Plan, Unemployment Insurance, and, in the case of Long Term Disability, will also include an offset of integrating Worker's Compensation.



#### 10:4:5:2 Employees Absent on Effective Date

Employees who are absent from work on Weekly Indemnity on the effective date of the new sickness and accident plans and

1. recover and return to work for at least a 2 week period prior to the expiry date of their 104 weeks, shall then be covered by the revised weekly indemnity and insured Long Term Disability Plan, or,
2. recover and return to work for at least one day prior to the expiry of their 104 weeks in the case where the latest disability absence cannot be connected with the causes of any of the prior disability absences, shall be covered by the revised Weekly Indemnity and Long Term Disability Plan.

#### 10:4:6 Disability Benefits Coverage

Group Life, A. D. & D., Medical and Extended Health Benefits shall be continued in force during any period the employee is receiving Weekly Indemnity or Long Term Disability Benefits. Employees drawing benefits under the Weekly Indemnity Plan shall receive a supplement up to full pay for statutory Holidays falling within the 26 week period.

Employees drawing benefits under the Long Term Disability Plan shall not be eligible for vacation entitlement after 104 weeks.

#### 10:4:7 Vision Care

Employees are eligible for \$250 entitlement based on applicable restrictions outlined in the Benefit Plan. [\(refer to Group Insurance Plan book for more details 9. Vision Care\)](#)

#### 10:4:8 Drug Plan

Generic drugs will be reimbursed based on the cost of the generic equivalent unless there is no generic substitute drug available or the doctor believes the generic drug is not appropriate, then the doctor can write 'no substitutes' on the prescription, then the employee will receive only the brand prescribed. [As of January 1, 2018, drugs will be reimbursed or provided at 90% of the cost. Then, as of January 1, 2020, drugs will be reimbursed or provided at 80% of the cost.](#)

#### 10:4:9 Hospital Coverage

Employees are eligible for semi-private hospital room coverage as outlined in the Benefit Plan.

#### 10:4:10 Lifetime Maximum

Employees are eligible for maximum lifetime benefit coverage of \$750,000 as outlined in the Benefit Plan.

### SECTION 10:5 EMPLOYEE CONTRIBUTION

The cost of the Welfare Plans shall be borne by the Company. The Company will pay full cost of the Dental Care Plan with coverage terminating when the employee ceases employment or becomes a pensioner.

### SECTION 10:6 CANCELLATION OF BENEFITS

1. An employee whose service with the Company has been terminated shall not be entitled to any benefits after the date of such termination.
2. An employee drawing benefits under the Guaranteed Wage Plan is entitled to benefits as specified in that Plan.

### SECTION 10:7 PENSION PLAN

10:7:1 A copy of the terms of the Pension Plan prior to January 1, 2009 is attached hereto as **Appendix B.**

10:7:2 All new full time employees hired after January 1, 2009 must participate in the Creston Wage DC pension plan attached hereto as **Appendix B-1.**

**Existing Full-time employees have to transfer into the self-directed DC plan with Sunlife (or Equivalent) before December 31, 2018. However, an existing employee switching from the Creston Wage DC pension plan will maintain existing contribution.**

## SECTION 10:8 E.I. REBATE

It is agreed that the employee's share of any Employment Insurance Premium Rebate will be retained by the Company to offset a portion of the cost of the benefit improvements contained in the collective Agreement.

## SECTION 10:9 DENTAL PLAN

You will be covered for 100% of the cost of eligible basic services incurred by you or your eligible dependents with no maximum. [\(refer to Group Insurance Plan for more details\)](#)

Effective as of January 1, 2018, dental care benefits will be at 90% for basic services to an annual maximum of \$1,000 per person, recall exams included in the basic services go to a 9 month period. 50% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$5,000 per person. An annual reinstatement of up to \$600 will be provided at the beginning of each calendar year, if required, to restore coverage for Restorative services and Orthodontia during that calendar year

As of January 1, 2020, dental care benefits will be at 80% for basic services to an annual maximum of \$1,000 per person, recall exams included in the basic services go to a 9 month period.

## ARTICLE 11 GRIEVANCE PROCEDURE

### SECTION 11:1 SHOP STEWARDS

11:1:1 Shop Stewards, all of whom shall be regular employees of the Company, shall be elected by the Union and recognized by the Company. There shall be one Shop Steward tentatively for each department.

## SECTION 11:2 RESOLUTION

11:2:1 In the case a grievance arises in any or all departments of the Company's plant, an honest effort shall be made to settle the differences in the following manner.

## SECTION 11:3 GRIEVANCE COMMITTEE

11:3:1 There shall be a Grievance Committee consisting of up to three employees, one being the shop steward involved and the other two designated by the Union, who are actually then in the employ of the Company and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Management or the Grievance Committee. Minutes of meetings shall be kept, signed by both parties, one copy to be retained by the Company, one by the Union and a copy to be posted on the notice board.

The Union agrees to advise the Company of the names of members of the Grievance committee and Shop Stewards, in writing and also of any changes from time to time.

## SECTION 11:4 PROCEDURAL STEPS

11:4:1 The steps to be taken in handling of any grievance shall be:

### FIRST:

The aggrieved employee shall notify his Shop Steward who shall immediately request time off from his foreman in order to take up the matter if the case is urgent. If the case is not extremely 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 foreman. Failing a satisfactory settlement, the grievance shall be put in writing on the grievance forms provided by the Union and shall be signed by the aggrieved and the foreman. The foreman shall give his answer within 48 hours, after which the second step shall be invoked.

### SECOND:

The grievance report shall be submitted to the Department Head by the Shop Steward who shall place his answer in writing on the form

provided, and return same to the Shop Steward within 72 hours. Failing settlement, the third step shall be invoked.

**THIRD:**

The Grievance Committee of the Union and the representative of the Company shall deal with the matter at the regular monthly meetings at a time mutually arranged. If in the opinion of the Grievance Committee the grievance is of an urgent nature, a special meeting may be arranged in order to deal with the matter. Failing settlement, the Fourth step shall be invoked.

**FOURTH:**

The grievance may be submitted to arbitration. The Union shall nominate one arbitrator and the Company shall nominate one arbitrator. Nominations should be made within 48 hours of this step being invoked. The arbitrators shall then attempt to nominate an impartial arbitrator who shall act as Chairman of the Arbitration Committee. Failing to agree upon such an impartial arbitrator within a further 24 hour period, the Minister of Labour of British Columbia shall be requested to appoint such impartial arbitrator.

In the case of a difference concerning the interpretation, application, operation, or alleged violation of this Agreement, the majority decision of the Arbitrators shall be further understood and agreed that during the processing of any grievance under the aforementioned procedure there will be no striking on the part of the Union and likewise no lockout of employees on the part of the Company.

**SECTION 11:5 ARBITRATION PROCESS**

Notwithstanding the foregoing, during the course of 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 can agree on the selection of a Chairman. Should 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.

## SECTION 11:6 LABOUR CODE

Section 87 and 88 of the Labour Relations Code of B.C. are hereby excluded by the operation of Article 11 of this Collective Agreement. However, when mutually agreed, the Parties may refer any unresolved grievances to mediation under the provisions of the Labour Relations Code of B.C.

### ARTICLE 12 TECHNOLOGICAL CHANGE

1. In the event that, during this Collective Agreement, the Company plans to introduce a major technological change which it anticipates will directly result in the indefinite layoff of ten (10) or more regular employees, the following shall apply:
  - (a) The Company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification, the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (c) herein.
  - (b) The Company will meet and discuss with the Union the re-deployment of the affected regular employees in accordance with the provisions of the Collective Agreement and the provisions as set out in the Guaranteed Wage Plan (GWP); and, in so doing, shall designate the employees to be indefinitely laid off;
  - (c) During the first thirty (30) days of the notice period and prior to effecting any layoffs or separations under the collective agreement, where applicable the Company shall canvass eligible employees who are at least 55 years of age and have at least 10 years of service as to their willingness to elect early retirement. Such employees shall be approached within each group determined in paragraph (a) in order of seniority and, if they choose to take early retirement within the above thirty (30) day period and actually retire within thirty (30) days thereafter, will receive a Technological Change Bonus (TCB). The TCB will be determined by dividing the total amount of the separation pay

entitlement of all the employees designated for indefinite layoff in paragraph (b) above, by the total number of employees so designated. The number of early retirees in any group who may receive the TCB will not exceed the number of jobs in that group which are to be permanently displaced by the technological change and, if a greater number of eligible employees in any group so elect to take early retirement, the TCB will only be paid to the most senior of them.

2. If:

- (a) The number of employees, who are at least 55 years of age and have at least 10 years of service, in any group who elect to take early retirement is less than the number of jobs in that group to be permanently displaced by the technological change, or
- (b) The Company did not anticipate the number of layoffs but the introduction of the major technological change actually directly results in the indefinite layoff of ten (10) or more regular employees,

the following provision shall apply:

- (i) the employees ultimately designated for indefinite layoff hereunder, will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and terminating from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Article 13 hereof. If any of those employees were classified as regular employees prior to May 17, 1988, their separation payment calculation shall include an additional One Thousand Dollars (\$1,000).
- (ii) those employees designated for permanent layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible for participation in the Guaranteed Wage Plan, shall receive the benefits provided for under that Plan. In addition employees shall receive an additional eight (8) weeks of benefit entitlement under that Plan, subject to the following conditions:

(A) an employee may use the additional eight (8) weeks of entitlement only once during his employment, notwithstanding Section 8 of the Plan, the eight (8) weeks can never be restored;

(B) the additional eight (8) weeks of entitlement shall be the first weeks used.

### ARTICLE 13 SEPARATION PAY

#### SECTION 13:01

A regular employee shall be entitled to separation pay as set out in subsection 13.03, provided he has not been excluded by subsection 13.02 and provided he meets any of the following eligibility provisions:

- A. if he is terminated for a reason other than set out in subsection 13.02;
- B. if he is laid off and, on any date during his layoff, the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours, provided he is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- C. in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months, he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause (b) above;
- D. if he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section 12.02;

An employee eligible for a separation payment hereunder must apply for it not later than six months after he first becomes eligible therefore, otherwise his right to such payment shall be cancelled.



Notwithstanding the above, if the Company permanently discontinues an operation, an employee laid off as a result thereof must apply for and shall receive any separation pay to which he is entitled without waiting the six months' period.

13.02 Notwithstanding subsection 13.01, an employee shall be excluded from separation pay eligibility if:

- a. he quits;
- b. he is terminated for just cause;
- c. he is terminated under Article 3 (loss of seniority provision) of this collective agreement;
- d. he has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations, unless:
  - (i) the direction or decree is the result of an illegal act committed by the Company or by one of its representatives, or
  - (ii) the direction or decree purports to change the method of beer retailing with the Province;
- e. he has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- f. he is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of his layoff;
- g. he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Worker's Compensation Act;
- h. he is entitled to receive any pension under the Company or Government Pension Plan.

- 13.03 The amount or separation payment of an eligible employee shall be equal to:
- a. Two week's base earnings (computed on the basis of his hourly rate in effect as of time to layoff) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Union, plus
  - b. for employees classified as probationary or regular employees prior to May 17, 1988, an additional Three Hundred and Seventy-five Dollars (\$375.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applies for separation pay at the time he first becomes eligible therefore shall have his separation pay under this part (b) calculated as Seven Hundred and Fifty Dollars (\$750.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of a brewery, the 15 year maximum is replaced with a 22 year maximum.
- 13.04 The Company shall be authorized to deduct from any separation pay payable to an employee hereunder the amount of any Guaranteed Wage Plan payment made to such employee which the employee was not entitled to receive.
- 13.05 If an employee applies for and accepts a separation payment hereunder, his employment is terminated and his seniority and other rights under the Collective Bargaining Agreement are cancelled.

ARTICLE 14  
FUTURE FULL TIME EMPLOYEES

This program will enable the Company and the Union to have adequate time to screen future full time employees for work habits, attitude and compatibility. The program will work within the following rules:

- The program will be based on a 15% percentile (15%) of regular status employees. It is the responsibility of the Company to set manpower level.
- The new employee will be in probation for a period of 1440 regular straight time hours.
- The new employee will accrue eight (8) hours sick day per month worked on a maximum of forty-eight (48) hours.
- The new employee, after 480 regular straight time hours, will be reimbursed 50% of the Safety Shoe Allowance (proof of purchase required)
- The new employee after 960 regular straight hours worked will be entitled to 50% of the uniform allowance.
- The new employee after 1440 regular straight hours worked will be entitled to the M.S.P. Plan with an option to pay for upgrade to full medical and dental coverage. The Company will advise the employee of his option in this regard. The premiums are adjusted annually, so an employee's amount owed will be reassessed on an annual basis.

Wage scale - As per Article 5

Once there is a vacancy in the regular workforce the senior future full time employee will advance into the regular workforce and will receive full pay rate. The new employee will have 50% of his days he has worked in the last 6 months credited to obtaining his full benefit status of **90 days worked**.

ARTICLE 15  
DURATION OF AGREEMENT

This agreement is executed and shall remain in force until April 30, 2023 and thereafter from year to year unless either party serves notice of termination on the other party hereto within four months prior to the 30th day of April 2023 or, if such notice has not then been served, within four months prior to the 30th day of April in any year subsequent thereto. The provisions of subsection 2 and 3 of Section 50 of the Labour Relations Code of British Columbia are hereby excluded.

IN WITNESS WHEREOF THE parties hereto have affixed their signatures

*Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016,*

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
"Murray Oswald"

\_\_\_\_\_  
"Craig Wood"

\_\_\_\_\_  
"Mario Pagé"

\_\_\_\_\_  
"Cody Beebe"

\_\_\_\_\_  
"Judy Wilson"

\_\_\_\_\_  
"Lorne Phypers"

\_\_\_\_\_  
"Don McLarty"

\_\_\_\_\_  
"Dalan Legare"

\_\_\_\_\_  
"Brad Ziefflie"

\_\_\_\_\_  
"Mike Megale"

\_\_\_\_\_  
"Pat Fenrick"

APPENDIX A  
GUARANTEED WAGE PLAN

AGREEMENT between Columbia Brewery, and Interior Brewery Workers Local 308.

WHEREAS the Company has entered into a Collective Agreement with the above-named Union.

AND WHEREAS the said Parties have agreed to make this supplementary Agreement which is to be a supplement to the said collective Agreement, and any grievances arising out of the administration of this supplement may be dealt with under the Grievance Procedure of this Collective Agreement.

NOW THEREFORE the parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 21st day of November, 1994, or on any later date on which approval for continuation has been received from the Federal Government holding that:

- (a) The Plan meets the requirements of Employment and Immigration Canada with respect to Supplemental Unemployment Benefit Plans,
- (b) Payments by the Company pursuant to this Plan will be classed as deductible expenses for corporate income tax purposes, and,
- (c) The receipt by employees of the benefits provided by this Plan will not disqualify such employees from receiving any part of the Unemployment Insurance Benefits to which they would otherwise be entitled.

1. Purpose

The purpose of this Plan is to provide a method of guaranteeing income to certain employees who are laid off.

2. Eligibility For Participation in the Plan

An eligible employee entitled to benefit and participate in this Plan is an hourly rated employee who has:

(a) Been hired under the current agreement and will be entitled to benefits when they become eligible.

(b) Any employees hired after April 20, 1994 will not be eligible to participate in the GWP plan.

(The eligibility provisions herein contained apply only to this Plan and do not alter the seniority provisions contained in the Collective Agreement).

### 3. Exceptions

This Plan has no application to and provides no benefits for:

(a) Employees who have been laid off for disciplinary reasons and, if such lay-off is questioned under the Grievance Procedure of the Collective Agreement, final disposition of any grievance will determine the employee's status under the Plan.

(b) Employees who have been laid off because of any strike, lockout, slowdown, picketing or other action either by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by the Brewery, Winery and Distillery Workers Local No. 300 or by the Interior Brewery Workers Local 308; or by any successor thereof.

(c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations.

(d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.

(e) Employees who are laid off and who have arranged with the Company to take a leave of absence without pay for a specific

period in lieu of their layoff. These employees will be deemed to have opted out of the Plan for such period.

#### 4. Disqualification for Benefits

An eligible employee who has been laid off and who would otherwise be eligible for participation in the Plan shall not receive any payments under the Plan for any week:

- (a) In which he has been on layoff and has failed to apply for U.I. benefits, or in which he has been disqualified or disentitled from U.I. benefits by any reason other than serving a two (2) week waiting period.
- (b) In which he has been on layoff and has failed to keep himself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for U.I. benefits or for reduction of U.I. waiting period.
- (c) In which he has failed or refused to accept employment deemed suitable for him by the Unemployment Insurance Commission.
- (d) In which he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- (e) In which he is in receipt of a benefit provided by the Company's Disability Income Plan or Long Term Disability Plans.
- (f) After he has become entitled to receive any pension under the Company or Government Pension Plan.
- (g) In respect of which he is qualified for compensation from the Workers' Compensation Board for any compensable accident or illness.

## 5. Definitions

For the purpose of this Plan:

"Wages" shall mean actual earnings for work performed and vacation pay, payment for any leave of absence with pay granted, e.g. jury duty, bereavement pay, payment for Statutory Holidays and call-in pay.

"Week" shall mean the Company's payroll week.

"Compensated and available hours" means as applied to any particular week for any eligible employee:

- (a) All hours worked by the employee for the Company or for any other employer in such week, plus
- (b) All hours not worked by the employee in such week but for which he receives wages from any employer, plus
- (c) All hours scheduled in such week for an employee who is not on layoff and which he has not worked for any reason other than lack of work, plus
- (d) All hours scheduled in such week for an employee who is on layoff and which he has not worked for any reason other than lack of work after being given reasonable notice according to the established practice of the Company that such scheduled hours were available to be worked by him.

"Week of layoff" means a week in which the employee's compensated and available hours are less than forty (40).



## 6. Benefits Provided for Laid Off Employees

Subject to the terms and conditions of the Plan as herein set out each eligible employee who is laid off from the Bargaining Unit shall receive in addition to any wages earned in the week a benefit from the Plan for each week of layoff calculated by determining the product of items (a), (b), and (c) below and deducting from such product the sum of item (d) below.

- (a) Seventy percent (70%) for eligible employees as herein above defined.
- (b) the straight time hourly rate of the employee in effect as of time of layoff.
- (c) The excess forty (40) over the compensated and available hours of the employee.
- (d) The actual benefit, if any, for which such employee is eligible under the Unemployment Insurance Act for such week.

## 7. Social Security Benefits During Layoff

An employee who is laid off continues to participate in the Social Security Plan of the Company applicable to employees in his Bargaining Unit to the end of the month following the last month in which he has worked in the Bargaining Unit, or until the end of the last month during which he has drawn a benefit under this Plan, whichever is the later. Social Security Plan for the purposes of this section does not include the Pension Plan or the Company's Disability Income Plan and Long Term Disability Plans which cover only indemnity for wages actually lost because of illness or accident.

An employee on layoff who pursuant to the above, has ceased to participate in the Social Security Plan is restored to participation immediately upon completion of eight (8) hours work in the Bargaining Unit.

8. Duration of Benefits

The maximum benefit entitlement of an eligible employee at any time shall not exceed that benefit established in accordance with Table "A". However, the employee's actual benefit entitlement will be less than the maximum benefit entitlement if he has used any benefits and has not subsequently restored them.

Weeks of benefits are restored based upon the formula of 1/10th of a week for each eight (8) full hours during which the employee earned wages from the Company up to the employee's maximum benefit entitlement set out in Table "A" below. No credits toward future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefit set out in Table "A".

TABLE "A"

Completed years of Benefit Service Determined as of the November 21st Immediately preceding his lay off	Maximum Benefit Entitlement
15 years or more	78 weeks of benefits
10 years or more	65 weeks of benefits
5 years or more	52 weeks of benefits
4 years or more	45 weeks of benefits
3 years or more	35 weeks of benefits
2 years or more	25 weeks of benefits
1 year or more	15 weeks of benefits

The maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing November 21st shall not exceed his maximum benefit entitlement determined as of that November 21st in accordance with Table "A" above.

Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which he is on layoff and in receipt of benefits for more than thirty-two hours (32); and, by 4/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than twenty-four (24) hours; and by 3/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than sixteen (16) hours; and by 2/5ths of one week for each week in which he is on layoff and receipt of benefits for more than eight (8) hours; and by 1/5th of a week in which he is on layoff and in receipt of benefits for eight (8) hours or less; and , his weeks of benefits shall also be decreased by one week for each week in which he is on layoff but was disqualified for any of the reasons set out in subsection (a), (b), (c), or (d) of Section 4.

#### 9. Deductions

Any payment made under this Plan shall be subject to any deductions required by Federal, Provincial or Municipal authority or by the provisions of the Collective Agreement, or by voluntary authorization from the employee concerned.

#### 10. Applications

Employees shall be required to observe such rules and follow such procedures and make such reports and applications as shall be prescribed by the Company after consultation with the Union. The willful falsification of any fact material to the determination of an employee's benefit rights under the Plan shall result in the forfeiture of any benefit rights he may have under the Plan for a period of twelve (12) months subsequent to the discovery of such falsification, and this shall not preclude any other disciplinary action which may be imposed subject to the Grievance Procedure of the Collective Agreement.

11. Reporting

The Company will make periodic reports to the Union weekly while employees are laid off and receiving benefits under the Plan and quarterly if no employees are on layoff, giving the Union complete information as to the number of employees who have been laid off, the duration thereof, the payments made to each individual under the Plan, the number of ineligible and disqualified employees, and such other similar information as may be relevant.

12. Duration of Agreement

This Agreement shall continue until November 30<sup>th</sup>, 2022. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than December 1, 2022.

IN WITNESS WHEREOF the parties hereto have affixed their signatures.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
"Murray Oswald"

\_\_\_\_\_  
"Craig Wood"

\_\_\_\_\_  
"Mario Pagé"

\_\_\_\_\_  
"Cody Beebe"

\_\_\_\_\_  
"Judy Wilson"

\_\_\_\_\_  
"Lorne Phypers"

\_\_\_\_\_  
"Don McLary"

\_\_\_\_\_  
"Dalan Legare"

\_\_\_\_\_  
"Brad Ziefflie"

\_\_\_\_\_  
"Mike Megale"

\_\_\_\_\_  
"Pat Fenrick"

**APPENDIX B**

LETTER OF AGREEMENT  
PENSION PLAN

BETWEEN:

COLUMBIA BREWING COMPANY LIMITED, a company duly incorporated under the laws of the Province of British Columbia, having its head office at Creston, in the said province,  
(hereinafter called the "Company")  
OF THE FIRST PART

AND:

INTERIOR BREWERY WORKERS UNION LOCAL 308  
(hereinafter called the "Union")  
OF THE

SECOND PART

The parties agree to amend the Company's pension arrangements as follows:

- (1) Contributions to the present pension plan will cease, effective March 31, 1974. Members will retain all benefits accrued up to that date, but no further benefits will accrue.
- (2) Effective July 1, 1975, the Company will institute a non-contributory plan, on the following terms:
  - (a) With respect to all members who were less than 45 years of age on March 31, 1974, the Company will contribute five percent of the employee's earnings to a money-purchase pension plan. (Earnings defined as in Clause 1 (a)). Employees who elect to do so, may make contributions from one percent (1%) of earnings to the maximum permitted under Income Tax Regulations, for the purpose of increasing their pensions.

- (b) Pension rights will be fully vested in the employee upon the completion of two (2) years of credited service. The change is effective April 21, 1988.
  - (c) Effective April 21, 1988, the Plan is amended to reflect that Company contributions to the Plan will also be calculated and made on earnings derived from Weekly Indemnity, Workers' Compensation and Long Term Disability.
- (3) Employees achieving seniority prior to December 31, 2008 participate in a money-purchase pension plan with the following guidelines (defined in article 7 of the benefits book):
- (a) The participating employer shall contribute 6% of the base wage up to 2080 hours worked and thereafter 5% of the member's earnings in each calendar year. Up to an additional maximum 1% employer contribution will be made at a rate of ½% for each 2% the employee contributes.
  - (b) the employee must on December 15th tell the Company how much he/she will contribute through regular payroll deductions in the following year in order to be eligible for the matched employer contribution.

## APPENDIX B-1

### CRESTON WAGE DC PENSION PLAN

#### LABATT DEFINED CONTRIBUTION PENSION PLAN FOR EMPLOYEES ACHIEVING SENIORITY ON OF AFTER JANUARY 1, 2009

The company will introduce a contributory Defined Contribution (DC) Pension Plan.

The design principle for this Defined Contribution pension plan is:

**1. Membership**

a) A full time wage employee who achieves seniority on or after January 1, 2009 shall become a member on the first day of the month following 3 month waiting period.

b) Future Full Time employee (current and new) to be eligible with Sunlife or equivalent when the employee has worked 700 hours in a calendar year. The employee will then become eligible to participate at the beginning of the following calendar year.

**2. Pensionable Earnings**

The member's basic hourly rate of earnings up to a maximum of 40 hours per week (or 42 hours for employees working on modified work week) or 2080 hours per year for services rendered to the company, and excluding overtime, shift premium.

**3. Employee Contributions**

Eligible members are required to make contributions to the plan. Member contributions to the plan will be made via payroll deductions during such payroll period.

**Full Time Wage Employee**

i. Mandatory = 6% of base earnings up to a maximum of 2080 hours per year.

**b) Future Full time employee (FFE)**

- i. Mandatory contribution of 2% of regular salary with company match
- ii. Employee to be able to contribute 3% above mandatory contribution with no company match.

**4. Company Contributions**

In respect of each member's contributions, the applicable Participating Company will contribute each month an amount equal to the percentage of the contributions made during the month by the member, up to a maximum of member's pensionable earnings.

**5. Termination of Member & Company Contributions**

Pension contributions shall cease upon the earlier of:

- 1. the member's termination of employment
- 2. the member's retirement date
- 3. the member's death
- 4. the date of discontinuance of the plan

**6. Pension Remittances**

All contributions shall be paid into the Fund within the time limits specified in the Pension Law.

**7. Leave of Absence**

A member who is on a period of leave during which the member does not have earnings and where legislation applicable to the member requires the member be permitted to make contributions to the plan or the company approves such leave and specifically permits the member to make contributions to the plan, may make the contributions as if he/she had been in active employment. The maximum length of leave of absence shall be based on the terms of the collective agreement or applicable legislation.



8. **Vesting**

The member shall be 100% vested after 2 years of plan membership.

9. **Investment Fund Selection**

The investment fund mix shall be the same as the Salary Defined Contribution Plan. The Labatt Pension Investment Committee reviews the performance of all Investment Managers and the individual funds on a quarterly basis and makes appropriate changes.

In the event an employee does not specify investment fund instructions via the Sunlife website the entire balance will be deposited into the Money Market Fund, as the default fund. If contributions are made to the default fund, it is the members' responsibility to re-allocate any such balances to the desired fund(s) by contacting Sunlife.

10. **Change in Investments Portfolio**

The member has the option to determine his percentage of contributions made into the various investment funds. The member can make changes for past and future investments that will take effect the first day of the month next following the date the member notifies the company of the change.

11. **Recordkeeper**

Sun Life Financial

12. **Member Personal Statements**

Each member shall receive a personal Sunlife Statement of Account detailing the balances in their account, investment funds, fund performance, investment management fees, etc. on a semi annual basis – June 30 and Dec 31 of each calendar year.

**VARIABLE COMPENSATION (PERFORMANCE BONUS)**

**Principles for the Variable Compensation Program:**

This plan applies to full-time and future full-time, active employees only.

The performance bonus will be calculated based on the base hourly rate multiplied by the active hours worked to a maximum 2080 hours in a

calendar year. For greater clarity, active hours worked does not include hours lost due to layoff, WI, WCB, LTD, sickness, or leave of absence.

Payout will be made in the form of a one-time annual lump sum coincident with payment of the salaried employee performance bonus which is presently paid in April of the following year and will be subject to normal statutory deductions.

This variable component will not be included in the base hourly rate for any calculation.

The annual amount of the percentage bonus opportunity will be as per schedule in the article 5.

For greater clarity, the following will apply for partial years of work:

- (a) Termination  not eligible for any payment
- (b) Resignation  not eligible for payment
- (c) Retirement  pro-rated based on number of hours worked (including vacation) within the calendar year
- (d) Layoff/closure  pro-rated based on hours worked within the calendar year

How the calculation works:

Management will determine a list of common targets in each calendar year. Each target will be weighted with the sum of all targets equal to 100%. Results will be based on full calendar-year performance and each target will be either achieved in full or considered not achieved (no partial completion).

The sum of the achieved targets will determine the overall percentage achievement for the entire brewery and logistics group.

The bonus will be calculated as follows:

1. Number of active hours worked (as defined above)  
multiplied by
2. Base hourly rate  
multiplied by

3. Percentage bonus opportunity  
multiplied by
4. Percentage achievement of annual targets

The parties agree that notwithstanding any other provision in the collective agreement, no grievances will be filed, processed or arbitrated concerning any aspect of the Variable Compensation (Performance Bonus) Program since any disagreements concerning the Program do not constitute a difference between the parties for purposes of the collective agreement and the *Labour Relations Act*.

## **APPENDIX C**

### **LETTERS OF UNDERSTANDING**

#### **1. DEFERRED RETIREMENT**

Should the mandatory retirement at age 65 be no longer permitted by law in this Province and a regular employee continues in employment beyond his normal retirement date, the following conditions shall govern such employment and be added to the Collective Agreement.

1. The Pension, to which the employee has become entitled at his normal retirement date (the "Pension"), shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.

2. The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventy-first (71) birthday, whichever shall first occur (the "Pension Date").

3. The employee's Pension will include any escalation benefits which occur from his normal retirement date to his Pension Date.

4. No contributions to the Pension Plan will be made after the employee has reached his normal retirement date and no service shall be credited after the aforementioned date.

5. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.

6. An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since his normal retirement date.

7. For purposes of calculating any minimum pension supplement, the Canada Pension Plan and old age security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.

8. An employee who continues in the employ of the Company after his normal retirement date, as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.

## **2. EMPLOYEE ASSISTANCE**

During the term of this collective agreement, the Company agrees to maintain coverage for all eligible employees in the bargaining unit in an Employee Assistance Plan. Such coverage and the costs of maintaining this program will be subject to the rules and regulations determined by the Employee Assistance Plan Joint Committee.

## **3. GWP PARTICIPATION**

Notwithstanding Appendix A, Section 2 (Eligibility for Participation in the Plan for employee hired before April 20, 1994) of the GWP, employees employed on the date of ratification shall be eligible to participate in the Plan provided they achieve Benefit Service and have at least one (1) year of Benefit Service determined as of the November 21st immediately preceding his layoff.

Notwithstanding Section 2 (Technological Change), the additional eight (8) weeks of benefit entitlement in subparagraphs (i) and (ii) shall also apply to employees who were employed as of the date of ratification provided they meet all the other requirements of the technological change section

## **4. JOB TRAINING**

The Company shall maintain a job training process to ensure employees receive appropriate training to perform their normal duties or acquire new skills which may be necessary upon successful applicant to a posted position in accordance with Section 3:4:1 of this Agreement.

The Company shall further undertake to train employees in certain positions (janitor, gardener, racking and utility man in the lab) to allow an appropriate number of employees the option of temporarily leaving their "all other man" positions and filling the above noted jobs until the return of the regular posted employees. The senior man willing and able to do the job will be given the first preference in training, as well as filling the temporary vacancy.

The length of time to be spent by each employee to train on each job, under the program, shall be determined by discussion between the brewery manager and the local union officers.

The application of the program to cases involving physical deficiencies shall be discussed and worked out between the local union officers and the brewery manager. In the event of a partial plant closure (permanent closure of a current plant department), the Company agrees to "train up", the senior displaced employees to fill all remaining positions with the exception of those classifications specified under the "Engineering" section of Article 5:1:1, excluding the mechanic helper oiler.

## **5. UNIFORM ALLOTMENT**

All employees will be entitled to receive \$330 each year for the duration of the agreement payable May 1st.

This allowance will be paid out in the first pay period in May.

The Company will supply either a bomber jacket or parka jacket on a "replacement where need is demonstrated" basis for the following job classifications:

1. Engineers
2. Maintenance
3. Posted forklift warehousemen & shipper/receivers
4. Posted local delivery drivers
5. Relief forklift

The Company will supply coveralls on a "replacement where need is demonstrated" basis for the following job classifications:

1. Maintenance
2. Posted and relief fermenting cellarmen
3. Posted and relief filter cellarmen
4. Engineers
5. Posted and relief bottleshop cleanup
6. Posted local delivery drivers

The Company will supply vests on a "replacement where need is demonstrated" basis for the following job classifications:

1. Posted relief fermenting cellarmen
2. Posted and relief filter cellarmen
3. Posted and relief rackers
4. Posted depalletizer and saw operators.

Those employees who do not presently have either a bomber jacket, parka, or vest, and are entitled to have one under the above conditions, will be issued one at the beginning of this contract year.

Uniforms provided are intended for use by Company employees during working hours and are not intended for personal use while not on duty.

## **6. LEAD HANDS**

The parties agree that mutual opportunities exist by allowing bargaining unit employees to temporarily perform the duties of a lead hand.

The Company shall post a notice on the bulletin board, for any proposed lead hand positions to allow any interested employees to sign.

Compensation will be based on the employee's present wage rate plus a premium of **\$1.00 per hour**.

It is expressly understood and agreed that lead hands will provide work direction and coordination, and will not perform any formal discipline (**verbal warnings, letters of reprimand, suspensions, grievances**) of bargaining unit employees.

## **7. DESIGNATED CHIEF ENGINEER**

The letter will outline the terms and conditions governing, in the absence of a staff chief engineer, the temporary designation of a chief engineer from the bargaining unit in accordance with the Boiler and Pressure Vessel Safety Act and Regulations.

- A. The company will post the vacancy, as necessary, and the successful applicant will be selected on the basis of qualifications and experience. In the event that qualifications and experience are equal, seniority shall prevail.
- B. The temporary designated chief engineer, regardless of full time or relief posting, will be scheduled as though they are the relief for the on shift engineer. When not require to operate as of a relief engineer, the temporary designated chief engineer will be schedule on days to perform all duties required of the chief.
- C. The designated chief engineer will be responsible for the maintenance and operation of all pressure vessels, boilers, CO2 collection systems, refrigeration equipment, power piping and all ancillary equipment.
- D. The designated chief engineer will provide work direction as required to other engineers in accordance with the Act and Regulations.
- E. The designated chief engineer shall ensure that the plant is operated in compliance with the Act and Regulations.
- F. The designated chief engineer shall maintain preventive maintenance records of all powerhouse equipment and will issue work orders on scheduled and other repairs as required.
- G. The designated chief engineer shall order parts and materials as required for construction and maintenance in the powerhouse within the guidelines of the Act and Regulations.
- H. The designated chief engineer shall be compensated an additional \$2.00 per hour above the 3rd class engineer wage scheduled outlined in the Collective Agreement.



I. In the absence of the designated chief engineer, a 3rd class engineer who possesses the appropriate qualifications under the Act, may be appointed to assume all the duties of the designated chief engineer in a relief capacity. A 3rd class engineer acting in a relief capacity shall receive the wage schedule outlined in "H" above.

## **8. CLOSURE NOTICE**

The Company will give the Union six (6) months notice of its intention to permanently close the brewery or other operations employing Local 308.

## **9. GUARANTEED WAGE PLAN**

During the 1991 negotiations, the parties discussed certain arbitration awards concerning the application of the Guaranteed Wage Plan.

It was agreed that the Saskatchewan ("less than one week lay-off") GWP award would not be applied in British Columbia.

## **10. MODIFIED WORK WEEK (Six or Seven Day Operations) or (Three or Four Day Shift Schedule)**

The Company and the Union agree on the following points regarding modified work week operations.

1. The Union Executive will be given fourteen (14) days notice of the Company's intention to implement the modified work week in any department.
2. The Maintenance Department work schedule will coincide with shift levels in the bottle, can or keg line provided the line is in full production. In the event of the bottle, can or keg line, going to the modified six day schedule, the Company has the option of scheduling maintenance on either the six day schedule or the seven day schedule.
3. Statutory holidays recognized as per current Collective Agreement but based on twelve (12) hour days when using the 12 hour modified work week schedules and (10) hour days when using the 10 hour modified work schedule.

4. Sick days will be recognized in hours.
5. All vacations will be recognized in hours.
6. When the modified work week is implemented, bereavement leave will be three (3) consecutive, 10 or 12 hour days leave of absence without loss of pay.
7. When working the Three Day Shift Schedule, three consecutive days (Monday through Friday inclusive) will be worked (with Monday to Wednesday as default schedule) totaling 36 hours and paid at 40 hours (40 hours pensionable). Once enacted, this schedule will be in effect for a minimum of four weeks.
8. When working the Four 10 Hour Shift Schedule, four consecutive days (Monday through Friday inclusive) will be worked (with Monday to Thursday as default schedule). Once enacted, this schedule will be in effect for a minimum of four weeks.
9. Work breaks will be as follows for the 6&7 day modified work week: After 2 hours a 15 minute coffee break, after 4 hours a 15 minute coffee break, after 6 hours a 30 minute lunch break, after 8 hours a 15 minute coffee break and after 10 hours a 15 minute coffee break. For those employees recognized in Section 4:3:2; they will also be entitled to a maximum of 1.5 hours of pay per shift.
10. Work breaks for Three 12 Hour Days will consist of (3) three one half hour breaks.
11. Work breaks for Four 10 Hour Days will consist of (2) two one half hour breaks and (1) one fifteen-minute break.
12. All regular hours paid, excluding sick days, bonus vacation and GWP, are pensionable hours.
13. Any hours worked over and above scheduled hours are paid at double time.

14. Shift differentials during the 6 and 7 day modified work week agreement will be paid at a flat of \$0.65 per hour in addition to the rate of pay. Shift differentials for 3 and 4 day work will be based on 5:4:1.

**11. Labatt Beer allotment**

Employee hired after April 1, 2016, Labatt beer allotment program will be equivalent of 24 cases 24 beers annually active employee).

**SIX DAY WORK SCHEDULE  
24 HOUR CONTINUOUS  
OPERATION SCHEDULE**

WEEK 1	WEEK 2	WEEK 3
M T W T F S	M T W T F S	M T W T F S
A A A B B B	B B B A A A	A A A B B B
WEEK 4	WEEK 5	
M T W T F S	M T W T F S	
B B B A A A	A A A B B B	
WEEK		MAN
PENSIONABLE HRS PAID		
1	A	40
1	B	40
2	A	40
2	B	40

**SEVEN DAY WORK WEEK**

S M T W T F S

A A A B B B A  
HOURS

S M T W T F S

A B B B A A A  
HOURS

S M T W T F S

B B A A A B B  
HOURS

S M T W T F S

A A A B B B A  
HOURS

S M T W T F S

A A B B B A A A - 96 HOURS B- 72

S M T W T F S

B B B A A A B A - 84 HOURS B-84

S M T W T F S

B A A A B B B A - 72 HOURS B - 96

S M T W T F S

A A B B B A A A - 96 HOURS B - 72

A-252 HOURS 6 WEEK  
B-252 HOURS 6 WEEK  
AVERAGE 42 HOUR

WEEK

All of the above Letters of Understanding dated for signing purposes this \_\_\_ day of May, 2016.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
"Murray Oswald"

\_\_\_\_\_  
"Craig Wood"

\_\_\_\_\_  
"Mario Pagé"

\_\_\_\_\_  
"Cody Beebe"

\_\_\_\_\_  
"Judy Wilson"

\_\_\_\_\_  
"Lorne Phypers"

\_\_\_\_\_  
"Don McLarty"

\_\_\_\_\_  
"Dalan Legare"

\_\_\_\_\_  
"Brad Ziefflie"

\_\_\_\_\_  
"Mike Megale"

\_\_\_\_\_  
"Pat Fenrick"