

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BREWERS' DISTRIBUTOR LTD.**

**AND**

**BREWERY, WINERY AND DISTILLERY**

**WORKERS UNION**

**LOCAL 300**

**FULL GOODS**

**2016-2019**





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**THIS AGREEMENT** is dated for reference the 1<sup>st</sup> day of April,  
2016

Between:

**Brewers' Distributor Ltd.**

(hereinafter called the “**Company**”)

**AND:**

**Brewery, Winery and Distillery Workers Union,  
Local 300**

(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**

### **1.01**

Wherever the expressions “**employees, help or men**” are used, they shall mean the personnel in all departments of the Company other than those not included in the bargaining unit.

The bargaining unit shall include all employees except Supervisors, office staff, and those excluded by the Labour Relations Code of British Columbia.

**1.02**

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.

**1.03**

References to days, weeks, months, or years shall mean calendar days, weeks, months or years unless otherwise stated in the context.

**MANAGEMENT RIGHTS****1.04**

The management of the Employer's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement. All management rights heretofore exercised by the Company, unless expressly limited by this agreement, are reserved to and are vested exclusively in the Company.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin boards, or by general distribution, provided such rules are not in conflict with this agreement.

Notwithstanding the foregoing, the Union reserves the right to grieve any conflict that may arise from this Article.

## **ARTICLE 2**

### **BARGAINING AGENCY AND RECOGNITION**

#### **2.01**

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit. Only members in good standing of the Union shall be employed in the bargaining unit.

#### **2.02**

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 as long as such employment does not cause any lay-off to the regular Union members. Returned servicemen to be given preference.

- a) It is understood that warehouse experience will be a preferred qualification for referral of all other men on permit cards whose union seniority date is after April 21, 2001.

#### **2.03**

All such extra help must obtain a permit card from the Union before going to work and must be immediately sent to the Company, it being understood that permit cards shall be promptly issued so as not to cause any delay in the filling of the Company's manpower requirements.

#### **2.04**

- a) Except insofar as there is any conflict between the terms of this Agreement and the rules of the Company, the employees shall observe the said rules and comply with the

lawful instructions and orders of those set in authority over them.

- b) New written company policies shall be communicated directly to the chairperson of the Grievance and Negotiating Committee or his/her designate prior to implementation.
- c) All policies will be fair and reasonable.

## **HUMAN RIGHTS CODE**

### **2.05**

No employee shall be discriminated against or discharged for his activity as a Union member, or for serving on a committee or doing any 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.

- a) The Company and the Union endorse the principles contained in the Human Rights Code and agree to work together to ensure that no employee is discriminated against contrary to the Code. It is agreed that the Company Policy 'Workplace Violence, Harassment and Bullying' is subject to arbitration.

## **DUES CHECKOFF**

### **2.06**

The Company shall honour a written assignment of wages to the Union.

## **2.07**

An assignment shall be substantially in the following form:

“Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and pay to the Union dues and uniformly applied assessments in the amounts following, provided any such uniformly applied assessments are payable by all members in the Bargaining Unit.

1. Dues of \$ \_\_\_\_ per \_\_\_\_ .

2. Assessments of \$ \_\_\_\_ per \_\_\_\_ .”

a) The Company shall deduct from the employee’s cheque, \$100.00 initiation fee after the completion of 60 shifts. This deduction shall be from the first cheque at the employee’s new rate. The Company will also provide a separate cheque (not to be included with the Union dues) and a list of the employees’ names to the Union office.

## **2.08**

Having received assignments as above from employees, the Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of current monthly Union dues and assessments in accordance with Article 2.07. A written list of the employees’ names, the amounts and descriptions of the above deductions shall be submitted by the Company to the Union Financial Secretary not later than the twelfth of the month following the month to which the deductions are applicable.

All monies deducted less Union paid wages and benefits will be electronically deposited to the applicable Union bank account within one week of each pay deposit date. The Union will be provided with the appropriate documentation supporting these transactions.

#### **2.09**

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

#### **2.10**

If an assignment is revoked the Company shall give a copy of the revocation to the assignee.

#### **2.11**

Notwithstanding any provisions contained in Articles 2.06 to 2.10, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands to pay to same.

#### **2.12**

The Company will indicate on all T-4 slips all Union dues that have been deducted from an employee's wages during the taxation year.

#### **2.13**

a) The Employer shall provide a locked bulletin board, located in a visible place of access to the employees. The use

of the bulletin board shall be restricted to the business affairs of the Union.

b) The Company will make every reasonable effort to provide office space for the Union.

c) The Union, upon request shall hold shift and/or crew meetings on Company time. Requests for such meetings must be directed through the Distribution Manager or his designate, requests must include anticipated length of time required and the purpose for such meeting; approval for any such requests will not be unreasonably withheld and/or delayed. Employees shall not lose any regular pay for attending such meetings as approved by the Company and held on Company premises. It is understood that the Company and Union recognize the importance of meeting the work and/or service schedules of the business.

## **NO OTHER AGREEMENT**

### **2.14**

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

### **2.15**

a) Employees who are granted leave for Union business shall continue to receive pay for their regularly scheduled work days, and all benefits including pension contributions.

b) The Company shall invoice the Union for all wages, benefit costs, and pension contributions received by the employee during Union leave, and the Union agrees to reimburse the Company for same, within 30 days from receipt of the invoice.

### **ARTICLE 3 SENIORITY**

#### **3.01**

a) 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.

b) An employee may choose one preference for each of the following: shift, department and job. These preferences may be changed on a quarterly basis.

At the beginning of each shift, within a department employees scheduled to that shift and department will be assigned jobs by preference, seniority and qualifications, with seniority being the primary consideration.

c) At the beginning of a shift if a job is vacant it will be filled by the senior qualified employee, who will perform the tasks necessary for the duration of the time the job is required or until the completion of their regular shift. No other employees shall bump into that job after the vacant job is filled at the start of the shift.

Notwithstanding the conditions above, in the case of overlapping warehouse shifts, at the beginning of the oncoming shift, if a scheduled warehouse employee is senior to an employee doing a job within the warehouse, he can invoke his seniority to do said job. If an employee decides to start prior to his regular starting time he cannot bump any employee until his regular starting time commences.

d) If a job assignment becomes available during the course of a shift a reasonable effort will be made to assign jobs in order of seniority. When the job assignment becomes available and must be completed without undue delay any employee may be temporarily assigned to the job; however, where this happens and a senior employee has been bypassed, a reasonable effort will be made to make the adjustment when the senior employee becomes available, if that is not possible, on the next scheduled break time.

### **3.02**

Seniority shall not be considered broken by reason of:

- a) Absence on leave when granted mutually by the Company and the Union. All vacation and/or bonus days must be used prior to any/all approved leaves, excluding personal leaves;
- b) Absence due to seasonal lay-off provided the employee is available for work on date of being recalled in the order of his seniority and in accordance with Article 3.06(e);
- c) Sickness or injury or transfer from one department to another;

- d) Active service in the armed forces of the country.

## **LAY-OFFS**

### **3.03**

Procedure regarding lay-offs:

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

**STEP 2:** If further reduction of staff is necessary then the employees shall be laid off in order of seniority as defined in Article 3.01 and 3.02, provided that the senior employee is willing and able to perform the work required of him and provided the employee has been given the opportunity to apply for job training. The last member hired shall be the first member laid off and so on in that order. No employee of the Company other than a member of the Union shall do the work of a journeyman while any Union member is laid off.

### **3.04**

When staffs are augmented, employees will be recalled in order of their seniority.

### **3.05**

Wherever possible all maintenance repairs and painting will be done by employees during the slack periods of the year.

## **LOSS OF SENIORITY**

### **3.06**

An employee will automatically lose his seniority and cease to be an employee of the Company for any of the following reasons:

- a) if he quits;
- b) if he is discharged for cause;
- c) if he was absent from work for three (3) consecutive shifts without having notified the Company and received permission to be absent in advance where that is possible.

An employee who has been absent without having notified the Company and received permission to be absent in advance where that is possible will not be scheduled for another shift prior to the same shift on the following day;

- d) if he accepts gainful employment while on a granted leave of absence without the Company's and the Union's consent in writing;

e) if he has been laid off and fails to report for work within seven (7) days after written notice to report to work has been sent by registered mail to his last address registered with the Company; provided that when an employee is recalled to work and does not report within forty-eight hours the Company may recall the next employee in line, but he is subject to being displaced if the first employee recalled does report within seven (7) days;

f) an employee with less than ten (10) years seniority will lose his seniority and cease to be an employee of the Company in case of a lay-off for a period of twelve (12) months. An employee with more than ten (10) years seniority will lose his seniority and cease to be an employee of the Company in the case of a lay-off for a period of eighteen (18) months. When an employee returns to work for an aggregate of thirty (30) days or less during his lay-off period, the employee's period of lay-off under this section shall be considered not to have been interrupted;

g) if an employee accepts a position with the Company outside the bargaining unit, he will lose his seniority if he does not return to the bargaining unit within 90 calendar days of the date he left the bargaining unit. This period may be extended by mutual agreement;

h) notwithstanding (f) above, if an employee with less than one (1) year of seniority is laid off for six (6) consecutive months.

## **JOB FAMILIARIZATION**

### **3.07**

Pursuant to the provisions of Article 2, when a new person is employed he shall:

- a) If a member of the Union be deemed to be on a job familiarization basis for the first forty-five (45) days worked from the day he started with the Company. Such job familiarization period will be for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing.
- b) If not a member of the Union but skilled in the job category for which he is employed, be deemed to be on a job familiarization basis for the first 60 days worked from the date he started with the Company. Such job familiarization period will be for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing.
- c) If not a member of the Union and not skilled in the job category for which he is employed, be deemed to be on a job familiarization basis for the first 60 days worked from the day he started with the Company. Such job familiarization period will be for the purpose of determining the employee's suitability for employment. Such new person shall be paid the permit card rate in accordance with Article 5. He shall thereafter be paid the job rate in accordance with Article 5 of this Agreement.

d) During the job familiarization period the person may be dismissed provided the reason for such dismissal is given to the Union in writing. The Company agrees, however, that an employee is entitled to a fair and reasonable opportunity to learn the job.

## **SENIOR PREFERENCE FOR ADVANCEMENT**

### **3.08**

Notwithstanding Article 3.01(b), employees holding a position will be assigned first to that position, provided they have the seniority to make the schedule that day.

### **3.09**

The man selected for a position or Class 1 driver job will be given 16 working shifts to prove his suitability or return to his former job on a voluntary or involuntary basis.

a) Notwithstanding the above, employees who are selected for a Class 1 driver job or the following positions:

First Aid Attendant, Certification/Training Instructor, and/or any other position mutually agreed to, will be required to hold the Class 1 driver job or position for no less than twenty-four [24] months if the training for their driver's license or their certification was paid for by the Company in accordance with Article 5.13, 11.06 or 11.10 (c), unless by mutual agreement between the Company and the Union.

b) Employees absent from work, when a position becomes vacant, will be granted 12 calendar days from the date the position becomes vacant to indicate their interest in filling the position. Those employees on leaves in excess of 12 calendar days shall advise the Company in writing before commencing their leave of their interest in any position that may become vacant in their absence.

c) Employees holding a position must be willing to perform the job duties required by the position description in order to maintain the position.

d) Employees who want to try a job, outside of their position or driver job, will be given sixteen (16) working shifts or forty five (45) calendar days (whichever is completed first) in which to try the other job and determine if they wish to return to or relinquish their position or driver job; the employee will be provided with this opportunity no more than one time per calendar year. When trying this job the employee will remain on the same work week as their position or driver job. Employees will not be released from their position or driver job until a suitable replacement has been secured to backfill the vacancy created.

e) Employees holding a position are required to provide two (2) weeks notice of their intent to relinquish their position.

### **3.10**

If, after working in his new position, the applicant finds himself involuntarily displaced, he shall be transferred back to

the department which he last transferred from with no loss of his seniority rights.

### **3.11**

In the event a position becomes vacant, a vacancy notice will be posted on the bulletin board specifying the type of vacancy, the position requirements, the shift and the work week or work days associated with the position.

### **3.12**

In the event differences arise over which employee was selected to be given a trial to fill a vacant position the matter shall, within 3 days after the said differences arises, be dealt with under the grievance procedure, starting with Step 3.

### **3.13**

Employees who by reason of physical deficiency are required to transfer from their present department will retain their Company seniority. In all cases where it is necessary to transfer an employee for this reason, the Company and the Union will mutually decide on the department to which the employee will be transferred.

## **SENIORITY RESPECTING OVERTIME**

### **3.14**

Overtime will be offered and assigned in the following manner:

- i) Where overtime in positions is required it will first be offered and assigned in order of seniority to employees qualified to work.

- ii) Incremental overtime will be offered to senior qualified employees working in that department who are available.

## **ARTICLE 4 HOURS OF WORK**

### **4.01**

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

### **4.02**

The Company and the Union are agreed that the five (5) days work in each week shall be consecutive in accordance with the foregoing, subject only to circumstances in the Company's business making it necessary that the five (5) days work in the case of any employee be not consecutive. Provided, if subject to the aforementioned circumstances an employee is required to work a regular shift on Saturday, that he be given a prearranged regular day off during the following week, and further provided that if the said employee is required to work on such prearranged regular day off he shall be paid at the rate of double time.

## **COMPRESSED WORK WEEK**

### **4.03**

Notwithstanding the other provisions of the Agreement, the Company may schedule a four-day week consisting of four shifts of nine and one-half hours, inclusive of a paid 30 minute lunch break, with pay for 38 hours, subject to the following:

- a) the four days shall be consecutive;
- b) shifts may be Monday to Thursday, Tuesday to Friday, or Wednesday to Saturday;
- c) the compressed work week shall remain in place unless it is mutually agreed to return to a five day work week;
- d) overtime shall be paid after nine and one-half hours per day, or 38 hours per week;
- e) employees working the compressed work week shall be given full credit for pension entitlement based upon 1710 hours rather than 1800 hours.

## **SCHEDULE**

### **4.04**

Notification of the weekly shift schedule will be given no later than Wednesday for the week following; however, such schedule may be altered up to shift quitting time on Friday.

- a) The Company shall provide the Union with the final dispatch sheets with all changes for each day.

- b) Employees off on Union business, bereavement, sick leave, WCB, WI and employees working overtime, on a training program, or GRTW, etc., shall be identified with and/or on the final dispatch sheet that the Union receives.

## **OVERTIME**

### **4.05**

Employees shall not be compelled to work overtime, but may volunteer to do so.

### **4.06**

Notwithstanding Article 4.05, it is agreed that after accepting a delivery assignment, the employee should complete his delivery if still on the road at regular quitting time. Drivers must phone dispatchers for instructions if they are delayed more than 20 minutes in making deliveries.

### **4.07**

All overtime shall be calculated at double time, with no pyramiding, except for triple time as provided in Article 4.11.

### **4.08**

The following work shall be considered overtime:

- a) Work performed in excess of regular scheduled shift;
- b) Work performed prior to scheduled starting time;
- c) Work performed after scheduled quitting time;

- d) Work performed on Sundays;
- e) Work performed on Statutory Holidays.

#### **4.09**

Incidental overtime in the warehouse shall be limited to a maximum of five (5) hours per shift. Any variance from this practice must be discussed and agreed to by the Union.

#### **4.10**

No employees shall be allowed to work overtime while other employees are receiving less than a regular weeks pay per week in his department. Incidental overtime will be allowed on the fleet. Overtime in the warehouse and the fleet may be scheduled on a daily basis as long as no qualified employee is unassigned on said days.

### **SUNDAY TIME**

#### **4.11**

For all work performed up to nine and one-half hours on Sundays, the premium rate of double time shall be paid to all employees. All work performed over nine and one-half hours on Sundays shall be paid for at the rate of triple time.

Notwithstanding the above, there will be no Sunday overtime premium rate for a shift starting at 8:30pm, or later, on Sunday.

## **SHIFT CHANGES**

### **4.12**

An employee will be paid at overtime rates for all time worked before his regular starting time or time worked after his regular quitting time. If the change in time occurred under any of the following conditions such overtime will be paid for the balance of the week in which the change occurred:

- a) his job or his starting time is changed by the Company after the Employee's quitting time Friday;
- b) he was asked by the Company to relieve another employee who was unavailable or any change in starting time as per Wednesday shift schedule.

### **4.13**

An employee will not be entitled to overtime for a change in his regular starting time or for work past his regular quitting time if the change occurred for any of the following reasons:

- a) the employee has changed a job at his own request;
- b) the changed job is a promotion, a bumping, or a training position;
- c) the employee is returning to his customary job.

## **LUNCH BREAKS AND REST PERIODS**

### **4.14**

All employees shall be entitled to a paid one-half hour lunch break in each normal work day, paid at the prevailing rate.

The Company shall allow employees two work breaks of no more than 15 minutes each, one in each half of a regular shift. An employee shall receive a paid 15-minute work break after completing one hour of overtime work beyond his scheduled shift.

Employees shall be afforded identical lunch periods and work breaks on scheduled overtime shifts. Employees working overtime at the completion of their regular shift shall be afforded a fifteen (15) minute work break after completion of one hour overtime. In the event the employee is still working overtime three (3) hours after the completion of his regular shift, he shall then be afforded a paid half hour lunch break. Additional work breaks shall be afforded every two and one-half (2.5) hours thereafter.

It is agreed that upon returning to the warehouse at the end of the day, for employees working on the fleet, all breaks will be assumed to have been taken unless prior permission to take breaks at the warehouse at the end of the shift has been given by the employees' Supervisor.

The Company agrees to maintain adequate, clean and sanitary lunchroom and toilet facilities according to government regulations. Employees shall use such facilities carefully and considerately.

## **OVERTIME MEAL ALLOWANCE**

### **4.15**

In the event overtime is to be worked without notice being given the previous day, and the period of overtime is to be two

hours or more in duration as an extension of his regular shift, the Company agrees to provide the cost of a meal for all employees working such overtime of \$10.00.

## **REPORTING PAY**

### **4.16**

Employees must be notified before quitting time if they are to report for work the next day. If they are not notified and report for work, then they shall be paid for the whole day.

- a) Notwithstanding the above, all employees who are daily scheduled, in accordance with Letter of Understanding No. 6, are required to contact the call-in line daily to receive their work assignment.

### **4.17**

Employees called out for work for less than a half day shall receive not less than one-half day's wages.

### **4.18**

If an employee is called into work for less than a full shift, but more than half of the shift, he shall be paid for the full shift at straight time. This provision will not apply to a situation where an employee is receiving overtime or premium pay. If the employee has completed his regular work prior to the expiry of a full shift, then in order to claim pay for a full shift, he must be prepared to accept other work, such as warehouse or cleanup.

**4.19**

Any employee called back for emergency purposes shall receive pay for not less than one-half shift at the prevailing rate.

**COMPANY APPROVED MEETINGS****4.20**

Employees shall not lose any regular pay for attending meetings approved by the Company and held on Company premises, such as accident prevention and communication committee meetings, or for any other activity, provided that prior approval of the Company has been obtained.

**ARTICLE 5  
WAGES****5.01**

a) Wages shall be paid by direct deposit every other Friday at not less than the following minimum rates. Paystubs to be available before commencement of the Friday working shift. Where a Statutory Holiday is observed on the Friday, wages shall be paid before commencement of the Thursday morning shift.

For night shift employees, pay shall be available before the completion of their Thursday evening shift, or, in case of a Statutory Holiday, before the end of their Wednesday shift.

b) In the event of a payroll dispute/discrepancy, at the request of the employee, the Company will provide a print out of relevant payroll information for the payroll period in

dispute. This information will be provided within a reasonable time period.

## 5.02

Wages shall be at not less than the following minimum rates:

Regular Employees	Per Hour rate		
	April 21, 2016	April 21, 2017	April 21, 2018
Truck Drivers (Class 1)	\$32.59	\$33.16	\$33.74
Truck Drivers	\$32.39	\$32.96	\$33.53
Fork Lift Drivers	\$32.39	\$32.96	\$33.53
All Other Help	\$32.31	\$32.88	\$33.45

Casual/Permit Cards	Per Hour rate		
	April 21, 2016	April 21, 2017	April 21, 2018
Permit Card (1-60 shifts)	\$15.20	\$15.20	\$15.20
Casual (61-120 shifts)	\$18.31	\$18.31	\$18.31
Casual	\$24.20	\$24.20	\$24.20

Casual employees employed on the date of ratification will be eligible for the following increases to their hourly rate based on their hours worked following May 1, 2016:

	Hours Worked	Increase to hourly rate
First level increase	500	\$2.00
Second level increase	Further 1976	\$3.00
Third level increase	Further 1976	To regular employee rate

For greater clarity, hours worked will include straight time and overtime hours actually worked.

Employees hired after April 21, 2016 shall be subject to the following minimum rates:

Regular Employees	Per Hour Rate		
	April 21, 2016	April 21, 2017	April 21, 2018
Truck Drivers	\$28.00	\$29.00	\$30.00
Fork Lift Drivers	\$26.00	\$27.00	\$28.00
All Other Help	\$24.00	\$25.00	\$26.00

Casual/Permit Cards	Per Hour Rate		
	April 21, 2016	April 21, 2017	April 21, 2018
Permit Card (1-60 shifts)	\$15.20	\$15.20	\$15.20
Casual (61-120 shifts)	\$18.00	\$19.00	\$20.00
Casual	\$22.00	\$23.00	\$24.00

### **5.03**

Any employee who is receiving a rate higher than his job rate because of either:

- a) an existing overscale; or
- b) a transfer instituted by Management due to technological or production method changes shall not have his wage rate reduced but shall stay at the wage rate he is receiving until the rate of his new job reaches the rate being received.
- c) In the event of an overpayment, the employee agrees to either pay back the amount owing in one lump sum, or alternately, pay the overpayment back to the company in installments in an amount agreed to by the Employee and the Company. When repayment is made in installments the total amount will typically be repaid within twelve (12) months. However, the parties may mutually agree to extend this re-payment period.

### **5.04**

An employee who is classified in a higher category and is requested at any time temporarily to perform work embodied in a classification in a lower category shall not have his wage rate reduced from his wage rate established in the higher category.

### **5.05**

An employee who is changing to a lower job classification for reasons listed below shall immediately receive the new lower rate of pay:

- a) return to a former position after accepting a relief or training position which carried a higher pay rate;
- b) has been in receipt of a premium (ie. First-Aid) and is no longer performing the function for which the premium was being paid;
- c) is transferred to a lower rated job at his own request.

## **COST OF LIVING ALLOWANCE**

### **5.06**

A Cost of Living Allowance (COLA) 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 21, 2016 to April 20, 2017, the first pay period following publication of the March 2017 Consumer Price Index, on the basis of \$0.01 per hour for each full .3 change in the Consumer Price Index, (1971=100) in the period from April 21, 2016 to April 20, 2017 calculated by subtracting the Consumer Price Index (1971=100) for the month of March, 2016, after adding thereto 7% of the March 2016 Consumer Price Index (1971=100), from the Consumer Price Index (1971=100) for the month of March 2017.

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

## **SHIFTS AND PREMIUMS**

### **5.07**

#### **Normal Day Shift:**

Any shift starting between 6:00a.m. and 10:00a.m. and running for eight hours, or nine and one-half (9.5) hours, whichever is applicable, shall be considered to be the day shift.

#### **Afternoon Shift:**

Any shift starting between the hours of 10:01a.m. and 5:00p.m. shall be considered to be the afternoon shift and the afternoon shift premium payable shall be \$.90 per hour.

#### **Night Shift:**

Any shift starting between the hours of 5:01p.m. and 5:59a.m. shall be considered to be the night shift and the midnight shift premium payable shall be \$1.25 per hour.

In the event the Company plans to alter the starting time of an existing shift they will first meet with the Grievance and Negotiating Committee to discuss the change and possible alternatives prior to its implementation.

### **5.08**

Before the labour of employees is increased by changes in operation or speed up of equipment or new jobs are created as necessary or advisable by the Company, where deemed necessary or advisable by the Company and the Union a classification and a rate for such jobs will be established as agreed upon between the Union and the Company.

**5.09**

In the event the parties fail to agree on a rate, a rate shall be set by the Company, or the Company will give consideration to providing additional help if a material increase in the work load has resulted. After a trial period of 30 shifts, the Union may enter a request for a new rate which, if not settled to the satisfaction of the Union, may be settled through the Grievance Procedure. The rate so established shall be retroactive to the original date of change.

**5.10**

The Company will supply adequate manpower on all operations in all departments at all times so that an employee will not be required to perform more than a fair day's work.

**5.11**

Article 5.10 shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair day's work, and accordingly, changes in the manning of crews and changes in an employee's work load may be made so long as the resulting situation is not in violation of Article 5.10.

**FIRST AID****5.12**

The Company shall designate such First-Aid Attendant positions as are required by the W.C.B.

### **5.13**

The designated First-Aid Attendant vacancy notice shall be posted in accordance with Article 3.11 when the incumbent's first aid attendant's certification expires. The position shall be filled by the most senior applicant who shall work in the warehouse for the duration of the posting. Those applicants that successfully complete a level 2 course, paid for by the company, shall be required to maintain the position for no less than twenty-four (24) months following the successful completion of the first aid certification unless by mutual agreement between the Company and the Union.

### **5.14**

Employees working as designated First-Aid Attendants will receive a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay.

### **5.15**

The Company shall be compliant with the appropriate First Aid regulations and shall provide a first aid attendant with a maximum of one (1) hour per week to review first aid inventory to ensure it is up-to-date and to perform other tasks to ensure first aid/safety equipment is functioning properly.

## **ARTICLE 6 STATUTORY HOLIDAYS**

### **6.01**

The following shall be considered as Statutory Holidays on which employees shall not be required 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 any other Statutory Holiday proclaimed by the Federal or B.C. Governments.

#### **6.02**

Regular employees shall be paid for the above mentioned Statutory Holidays at the employee's current pay rate. If an employee is receiving weekly indemnity disability benefits under Article 9 he shall be paid the difference between his current pay rate and the insured benefit he is receiving.

#### **6.03**

In addition to the Statutory Holiday pay, for all work performed on any of the aforementioned Statutory Holidays, employees shall be paid at the rate of double time.

#### **6.04**

When any of the above holidays fall on a Saturday or a Sunday, the dates on which such holidays are observed shall be established by mutual agreement of the parties so as to best meet the Company's operational and business requirements. The parties shall meet as early as possible in each year but in no event less than thirty (30) days prior to each Statutory Holiday to establish the dates the holiday shall be observed.

In the event an agreement cannot be reached, then the holiday shall be observed on the day proclaimed. Holidays which fall on Saturdays will be observed on the preceding Friday and holidays which fall on Sunday shall be observed on Monday.

## **ARTICLE 7 VACATIONS**

### **7.01**

All employees in service of the Company for one year, or longer, shall be granted two weeks vacation per year with full pay or 4%, whichever is greater. Vacations to be taken at the time stipulated by mutual consent of employees and the Company. All employees will be entitled to two (2) consecutive weeks of vacation between the week in which June 15 falls and the week in which August 31 falls, inclusive. During this prime period, a minimum of twenty (20%) percent of the employees in the branch shall be permitted to schedule holidays each week. Employees to state their selected periods by April 15. (Refer also to Letter of Understanding No. 7)

Vacations will be scheduled in order of seniority on the employee's posted booking date. If an employee does not submit their vacation request by their posted booking date their vacation request will then be honoured on a first-come first-served basis.

### **7.02**

Regular employees shall receive the following vacation entitlement with full pay:

<b>Completed Years of Service</b>	<b>Vacation Entitlement(Weeks)</b>
3 < 8	3 weeks
8 < 15	4 weeks
15 < 20	5 weeks
20 < 25	6 weeks
25 +	7 weeks

### **7.03**

To compute the three (3), eight (8), fifteen (15), twenty (20), twenty-five (25) years of service mentioned in 7.02, for the purpose of qualifying date for the third, fourth, fifth, sixth and seventh weeks of vacation, such service shall be considered to have commenced on January 1 of the year in which the employee commenced employment.

### **7.04**

In the case of employees receiving three (3), four (4), five (5), six (6) or seven (7) weeks vacation, one (1) week, two (2) weeks, three (3) weeks, four (4) weeks, or five (5) weeks, whichever is applicable must be taken outside the period detailed in Article 7.01. The employee must record by February 15 the dates on which he wishes to take these service holidays. The Company may request that service holidays be arranged so that the efficient operation of the Company is not affected, e.g. availability of Class I Drivers etc. The process for scheduling of service holidays will be in accordance with 7.01.

## **7.05**

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

All outstanding vacation time not scheduled by appropriate dates (in accordance with 7.01 and 7.04) shall be assigned by the Company scheduler where operationally feasible. Any outstanding vacation not scheduled will be assigned on September 15 of each year.

Effective April 1, 2004, when an employee is unable to take his vacation and/or vacation bonus before the end of the calendar year due to being disabled on a WCB or WI claim, the Company will permit the employee to carry over, for a maximum of 104 weeks, all unused vacation and vacation bonus days.

Any unused vacation being carried over shall be scheduled and taken subject to operational feasibility and after the employee has returned to full-time duties. It is agreed however, that any carryover vacation and/or vacation bonus time will not be scheduled during prime time periods and will be scheduled when operationally feasible.

At the option of the disabled employee, he may request that his WCB or WI payments be topped up to 100% of full regular gross pay with the vacation entitlement being discharged based on one hour of vacation for one hour of top up.

If the employee does not return at 104 weeks, and he has not received any top up during his claim, the vacation entitlement will be paid out.

In no event shall the employee be entitled to receive more in combined compensation and vacation wages than he would have received were he not in receipt of such disability payments.

#### **7.06**

The Company will post an updated vacation schedule, on the 15<sup>th</sup> of each month, in a place where the employees can have access to it.

#### **7.07**

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

### **7.08**

Notwithstanding the provisions of Article 7.01 to 7.05, an employee must have actually worked seventy-two (72) days including, for the purposes of this article only, all days on Workers Compensation and Weekly Indemnity in the previous vacation year to be entitled to his full vacation pay. Employees who have worked less than seventy-two (72) days including all days on Workers Compensation and Weekly Indemnity shall receive the vacation pay to which they otherwise would be entitled under Article 7 pro-rated to reflect the ratio of the days actually worked to total working days (i.e. regular entitlement x days worked divided by 197). All days on Workers Compensation and Weekly Indemnity is to be counted as days worked strictly for the purposes of this Article.

## **ARTICLE 8 BONUS DAYS**

### **8.01**

On January 1 of each year, regular employees with three (3) or more years of seniority shall be entitled to a bonus day to be taken as time off in accordance with the following:

<b>Completed Years of Service</b>	<b>Bonus Entitlement (Days)</b>
3 < 8	3 days
8 < 15	4 days
15 < 20	5 days
20 < 25	6 days
25 +	7 days

Notwithstanding the above, employees with all the required prerequisites will earn two (2) Bonus Days if they achieve full benefit status between January 1<sup>st</sup> to June 30<sup>th</sup>. Employees with all the required prerequisites will earn one (1) Bonus Day if they achieve full benefit status between July 1<sup>st</sup> and December 31<sup>st</sup>.

## **8.02**

The aforementioned bonus time shall be scheduled to alleviate employees being laid off on G.W.P. Employees shall be permitted to take bonus time in order of seniority however, the number of employees being granted this time off shall be limited. Branch management shall set that limit locally and discuss the limit with the local Union Committee. Such discussions shall be held in the month of December of each year (and at such other times as the parties may agree). Allowing employees to take bonus days consecutively shall only be allowed provided it is operationally feasible.

Notwithstanding this scheduling process, it is understood that employees may be required to utilize their bonus time. This requirement will be kept to a minimum where possible.

The Company and the Union will monitor this process and mutually adjust or amend it as required.

## **8.03**

Notwithstanding the provisions of Article 8.01, an employee must have actually worked seventy-two (72) days including, for the purposes of this article only, all days on Workers Compensation and Weekly Indemnity in the previous calendar year to be entitled to his full bonus days. Employees who have

worked less than seventy-two (72) days including all days on Workers Compensation and Weekly Indemnity shall receive the bonus days to which they otherwise would be entitled under Article 8 pro-rated to reflect the ratio of the days actually worked to total working days (i.e. regular entitlement x days worked divided by 197). Days on Workers Compensation and Weekly Indemnity is to be counted as days worked strictly for the purposes of this Article.

## **ARTICLE 9 SOCIAL SECURITY**

### **9.01**

This Plan shall be effective the date of signing the Agreement, and shall continue to be binding on the parties to the Agreement for so long as the Agreement is binding between the parties.

## **ELIGIBILITY**

### **9.02**

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

- a) if qualified for the present benefit plans on the date this Agreement is signed, he shall be eligible on the effective date of the Agreement; or
- b) new employees will be entitled to regular benefit status, if they move to regular status, in accordance with the Branch Manning Letter of Understanding attached hereto.

### **9.03**

New employees who were enrolled in the benefit plans of the Molson brewery in B.C and who were laid off from the brewery due to lack of work shall be entitled to immediate coverage for M.S.P basic medical and Extended Health Plans.

## **LIFE INSURANCE**

### **9.04**

Effective date of ratification, the amount of Life Insurance coverage shall be increased to provide \$63,000.00 insurance coverage for benefit status employees actively at work on that day. Employees not actively at work on the above named day shall only be provided increased insurance coverage upon their return to active employment.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **9.05**

Effective date of ratification, the amount of Accidental Death and Dismemberment Insurance coverage shall be increased to provide \$63,000.00 insurance coverage for benefit status employees actively at work on that day. Employees not actively at work on the above-named day shall only be provided increased insurance coverage upon their return to active employment.

## **MEDICAL, SURGICAL AND HOSPITAL**

### **9.06**

- a) Each eligible employee shall be insured in the Medical Services Plan of B.C. and the Extended Health Benefits Plan. The Company will issue a copy of the booklet to all employees after ratification of the Collective Agreement and on request by any employee.
- b) Effective date of ratification, Vision Care coverage will be provided to all regular employees and dependents for the purchase of prescribed lenses or frames or contact lenses to a maximum of \$225.00 per person every two (2) years.
- c) Effective April 21, 2007, the extended health coverage will be amended to provide reimbursement for expenses incurred relative to the purchase of hearing aids for employees and dependents (immediate family) up to the age of 65, when prescribed, to a maximum of up to \$500.00 per person per four year period. Coverage will not include repairs or maintenance.

## **DENTAL**

### **9.07**

Dental Care Plan for active employees.

Plan "A"	100% to a yearly maximum of \$1,200.00
Plan "B"	75%
Plan "C"	50%

The combined lifetime maximum for restorative and orthodontic services is \$4,700.00. An annual reinstatement of up to \$500.00 will be provided at the beginning of each

calendar year, if required, to restore such lifetime maximum to the level of \$4,700.00.

## **SICK LEAVE**

### **9.08**

Each Employee shall be entitled to sick leave under the following conditions provided he furnishes a doctor's certificate proving his disability to the satisfaction of the Company.

- a) Each regular employee shall be entitled to sick leave of two (2) weeks each calendar year. Any unused sick leave to a maximum of one (1) week to be paid to employees on the last pay day before Christmas.
- b) Sick leave will be pro-rated in the year in which an employee attains regular status.
- c) Regular employees who have been absent from work for the full calendar year shall not be entitled to sick leave.
- d) Sick leave may be used as top up, however must be used in one-half hour increments. In all cases, such top up will not exceed a full day's work.
- e) Sick leave will be pro-rated in the year in which an employee is terminated. The employee shall be entitled to payment of any unused sick leave up to a maximum of one (1) week.
- f) Upon retirement, any unused portion of the two (2) week sick leave will be payable in cash to regular

employees who achieved regular status prior to April 21, 1985.

### **9.09**

This sick leave shall be applied to provide full pay (in certain instances by supplementing Weekly Indemnity or Workers' Compensation payments) for working days lost during:

- a) the three (3) waiting days prior to start of Weekly Indemnity payments resulting from illness; or
- b) in the case of non-occupational accident an employee shall have the option of using 3 hours of sick pay to bring his Weekly Indemnity from 70% of his daily wages to full pay thus reducing by 3 hours an employee's maximum entitlement of sick days, when supplementing Weekly Indemnity to full pay in this manner;
- c) during the first three (3) days of Workers' Compensation payments, in which case sick pay will be used to supplement Workers' Compensation payments up to full pay.

### **9.10**

An employee shall have the option of supplementing to full pay, his Weekly Indemnity benefit after the first three (3) days of sick leave. For each day supplemented the employee's maximum sick leave shall be reduced by three (3) hours.

### **9.11**

If an employee who has not had to use any of his sick pay in the calendar year experiences an illness or accident for which he expects to be absent for more than fifteen (15) working

days, he may elect not to use the last (3) days of his maximum sick leave entitlement as outlined above, for that illness, thereby providing himself with three (3) days of sick pay which may be used for a different illness later in the year. If the three days sick leave are not used up at the end of the year, then those days may be used to make up the employee's basic rate of pay for three days of his original illness.

### **9.12**

An employee's maximum entitlement of sick leave per year shall be reduced by one (1) day for each full day's payment of sick leave.

For each day of Weekly Indemnity supplemented, the employee's maximum sick leave shall be reduced by three (3) hours.

### **9.13**

Full pay for an employee shall mean the equivalent of his standard daily hours times his job rate of pay, and the payment of sick pay shall not result under any circumstances, in an employee receiving more than full pay on any lost working day.

### **9.14**

The Company, at its discretion, may appoint a doctor to examine the employee. Where abuse of sick leave is a problem, the Company may advise that a doctor's certificate is required. Abuse, misrepresentation or any misuse of sick leave by the employee shall be sufficient grounds for dismissal.

1. Employees who are unable to work because of sickness and who wish to claim sick leave must notify the Company as soon as possible prior to their scheduled start time so that arrangements may be made for replacement if necessary.
2. Employees who have routine medical or dental appointments are to make every effort to schedule them before or after working hours or on their own time.
3. If medical or dental appointments cannot be arranged other than during working hours, they should be scheduled near the beginning or end of the employee's shift and the Company should be notified at the time the appointment is made. Should the employee choose to use sick leave credits, they may do so in one-half hour increments. In all cases, such top up will not exceed a full day's work.
4. If the company does require a doctor's certificate proving disability to the satisfaction of the Company, a proper certificate must be provided. Notes merely stating that the employee consulted a doctor will not be accepted; the note must confirm that the employee was unable to work.

In cases of workplace injury or where the Company sends the individual for a doctor's certificate the Company will reimburse the employee for reasonable and customary fees for the provision of the certificate.

## **WEEKLY INDEMNITY AND LONG TERM DISABILITY**

### **9.15**

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; or 38) 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 first day of the disability if due to an accident, and on the fourth day if due to a sickness, and will continue to a maximum of 26 weeks for any one period of disability.

Payments will be mailed directly to the employee's place of residence registered with the Company.

### **9.16**

Should the disability, described above, continue beyond the end of the 26<sup>th</sup> week, the insured Long Term Disability Plan will commence at the 27<sup>th</sup> week and will continue until recovery, or age 65, whichever occurs first.

### **9.17**

Where an employee has received Workers' Compensation payment for a twenty-six (26) week period, the Long Term Disability Plan will commence at the twenty-seventh (27<sup>th</sup>) week and will continue until recovery or age 65, whichever occurs first.

### **9.18**

The LTD plan will provide the payment of 66- $\frac{2}{3}$ % of wages (applicable hourly rate X 40; or 38) in effect during the first 78 weeks of the Long Term Plan. Should the disability continue past the 104<sup>th</sup> week (26 weeks + 78 weeks) the future weekly benefit will be calculated at 66- $\frac{2}{3}$ % of wages (hourly rate X 40; or 38) in effect at the 104<sup>th</sup> week of disability.

### **9.19**

Coverage under insured Weekly Indemnity and Long Term Disability Plans will be continued:

- a) for the first one hundred and four (104) weeks of a disability provided the employee is unable to perform his own job;
- b) in excess of one hundred and four (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.

### **9.20**

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, Employment Insurance and in the case of Long Term Disability, will also include an offset clause for integrating Workers' Compensation.

**9.21**

The Company will provide the necessary monies to build up the pension of an employee receiving benefits from the insured Long Term Disability Plan at the rate of pension accrual in effect at the commencement of disability.

**9.22**

Group Life, A.D. &D., M.S.P. 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.

**BENEFIT CARRIERS****9.23**

The cost of the Extended Health, Medical and Dental 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. The Company may provide coverage by alternate carriers, provided the benefit levels and service arrangements are the same or better than that provided by the existing carrier.

## CANCELLATION OF BENEFITS

### 9.24

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

## PENSIONS

### 9.25

The Company agrees to continue the pension plan as follows:

- a) Name of plan: Brewers' Distributor Ltd. Pension Plan for Hourly Employees in British Columbia.
- b) The plan will provide a flat dollar benefit as follows:

<u>Commencing</u>	<u>Monthly Benefit</u>
April 21, 2016	\$83.00 benefit per year of credited pension service.

- c) Full eligibility at age 55 and 85 points.
- d) Maximum credited service not to exceed 30 years.
- e) The Canada Pension Plan is not a factor in the monthly pension entitlements.
- f) Minimum Normal Retirement Date (NRD) pension, minimum SER (Special Early Retirement) pension, bridge, crossover and 85 point retirement (Molson

Network Plan only) are no longer applicable in the new pension plan.

g) 90% of Lifetime, 60% to surviving Spouse form of pension.

h) Pre-retirement death benefit as follows:

(i) for a member with no spouse, the beneficiary or estate, as applicable, will receive a lump sum death benefit equal to 100% of the commuted value of the member's accrued pension benefit;

(ii) a surviving spouse will receive an immediate lifetime pension equal to 50% of the member's accrued pension benefit, the value of which will not be less than (i).

Employees and the Union will be provided with copies of the plan and reports as required by B.C. Pension legislation.

## **BENEFITS FOR PENSIONERS**

### **9.26**

All benefits granted to employees who retired prior to the date of signing of the Agreement are governed by the Agreement in force on the date they retired. The following benefits will be provided to pensioners who were hired prior to April 21, 2016 and who retire after the date of signing of the Agreement, at no cost to the pensioner.

a) Normal Retirement:

(i) Life Insurance continued at \$4,000;

- (ii) M.S.P. will be continued as long as the pensioner is a resident of B.C.;
- b) Total and Permanent Disability Retirement:
  - (i) Life Insurance will be continued in the amount of \$20,000 to age 65, then reduced to \$4,000;
  - (ii) M.S.P. will be continued as long as the pensioner is a resident of B.C.

### **9.27**

All present amenities, now enjoyed by the employees, shall be kept in force except wherever such amenities conflict with or fundamentally prevent the possible inclusion and implementation of the provisions of the Social Security Plan. It is understood and agreed that the word “amenities” shall not be construed to obligate the Company to pay a year-end bonus. This Article shall not be construed to alter any specific term or condition specifically set forth elsewhere in this Agreement.

## **CASUAL EMPLOYEES**

### **9.28**

There will be two groups of employees: Regular and Casual. Casual employees:

- a) are not entitled to benefit status; however will be entitled to benefit status if they move to regular status in seniority order as part of maintaining the minimum number of core employees;

- b) are entitled to seniority. Seniority will terminate if they have no hours for a six (6) month period;
- c) casual employees, to maintain their benefits and seniority status, shall maintain an acceptable level of attendance;
- d) are scheduled or called in to work in order of their seniority and dependant on their qualification;
- e) may perform any duties as assigned, except that those who are required to drive trucks shall be paid at the new “Truck Driver Regular\*” rate for the entire shift.
- f) casual employees shall be available for all shifts

## **LEAVE OF ABSENCES**

- a) Casual employees are not entitled to paid leaves of absences with the exception of bereavement pay: When a casual employee attends the funeral or memorial service of an immediate relative the employee will be entitled to bereavement leave with pay, (as defined in Article 11.03) at the rate paid on their last scheduled shift, provided he was scheduled to work on the days in question.
- b) However unpaid leave of absences may be granted if requested in writing upon reasonable notice, subject to joint approval by the Company and the Union. Such approval will not be withheld unreasonably. If an unpaid leave of absence exceeds thirty (30) calendar days, the employee shall not accumulate benefits from the thirty-first (31<sup>st</sup>) day of the unpaid leave to the last day of unpaid leave.

## **STATUTORY HOLIDAYS**

Shall be paid nine and one-half (9.5) hours for Statutory Holidays at their current pay rates provided the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed, and the employee has not been absent without permission on the last work day scheduled for him immediately prior to the day on which the said holiday is observed and the first work day scheduled for him immediately after the day on which the said holiday is observed.

## **VACATION**

Shall receive any vacation pay owing them based on: after 5 calendar days of employment, 4% of the employee's total wages during the year of employment entitling the employee to the vacation pay; after 5 consecutive years of employment, 6% of the employee's total wages during the year of employment entitling the employee to vacation pay.

## **BENEFITS FOR CASUAL EMPLOYEES**

### **9.29**

The following benefits will be provided to casual employees, once they have completed 120 shifts and provided they have worked at least one day per month in said period:

- a) Insurance in the Medical Services Plan of B.C. Once an employee has been enrolled by the Company in the Medical Services Plan of B.C., these premiums will be paid for by the Company and if the employee does not

meet the eligibility criteria outlined above the cost of these premiums will be deducted from their pay.

b) 100% premium reimbursement for Extended Health Care and Dental Care coverage as provided by Pacific Blue Cross 'Standard Plan – First Choice Health and Dental Combined' for Family, Couple or Single. All reimbursements will be made through payroll.

## **ARTICLE 10 GRIEVANCE AND EMPLOYEE INTERVIEW PROCEDURE**

### **10.01**

a) Shop Stewards

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.

b) Employee Interviews/Meetings

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when meetings/interviews occur during the Shop Stewards or Union Committee member's hours of work. The union representative will also be given a reasonable amount of time to meet with the employee prior to the meeting/interview to discuss the issue with the employee.

c) Grievance Procedure

The Grievance Procedure will be reviewed with Supervisors, Managers, Human Resources, shop Stewards and Union Committee members on an annual basis or when mutually agreed upon.

**10.02**

a) Grievance and Negotiating Committee

There shall be a Grievance and Negotiating Committee, consisting of up to three employees 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 Committee on Labour Relations or the Grievance and Negotiating Committee.

b) Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the “Committee on Labour Relations”, one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

c) Committee Meetings

All meetings of the said Committee on Labour Relations with the Grievance and Negotiating Committee, shall be under the chairpersonship of a member of the Committee on Labour Relations or a member of the Grievance and Negotiating Committee, responsibility of this chairpersonship will rotate monthly. Meetings shall be held at the call of the Chairperson

as promptly as possible on request in writing of either party. The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meeting.

### **10.03**

The Union agrees to advise the Committee on Labour Relations of the names of members of the Grievance and Negotiating Committee and Shop Stewards, in writing, and also of any changes from time to time.

### **10.04**

In cases where a potential grievance arises, the employee (with or without a shop steward) shall first discuss the issue with their Supervisor or the appropriate department (payroll, benefits, scheduling etc.). If this does not resolve the issue then the parties will make an honest effort to settle the differences by proceeding through the following steps until the grievance is settled or otherwise disposed of:

#### **STEP 1**

The aggrieved employee shall notify his Shop Steward or Plant Committee member if a grievance arises. The employee together with the Union representative shall take his grievance to the Supervisor and the grievance will be dealt with as soon as possible.

If it is not possible to discuss the issue immediately, the Supervisor will make arrangements with the Union representative for a reasonable time to discuss the matter.

It is understood that the meeting should occur on that same shift; however, where it is not possible to have the meeting on that same shift a meeting will be scheduled at the earliest possible opportunity with the Union representative and wherever possible, the employee.

If further time is required with the aggrieved employee, or to investigate the grievance, the Union representative will request such time off from his Supervisor, approval for such requests will not be unreasonably withheld. The parties agree that such time will be kept to a minimum.

Failing a satisfactory settlement the grievance shall be put in writing and submitted to the Supervisor involved within five (5) working days from the time the grievance arose. The Supervisor will provide a written answer, with reasons for the decision, within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded). If the grievance is not settled at this Step the grievance may proceed to Step 2.

It is understood that should the employee and/or union representative not bring the issue to the attention of the Supervisor and make an effort to resolve the issue, the grievance will be denied at Step 1 and the Grievance Procedure shall start again at the beginning of this Step.

## **STEP 2**

The grievance shall be submitted within forty-eight (48) hours to the next level of Management (e.g. City Delivery and/or Warehouse Manager). Within five (5) working days a Union representative, together with the employee wherever possible, shall meet and discuss

the grievance with the Supervisor and the department Manager. If the grievance is not resolved, a written reply, with reasons for the decision if denied, will be provided within forty-eight (48) hours. If the grievance is not settled at this Step the grievance may proceed to Step 3.

### **STEP 3**

The grievance shall be submitted within forty-eight (48) hours to the Manager or his nominee. The Grievance and Negotiating Committee, with an additional representative of the Union if desired, shall meet with the Company within ten (10) working days or other mutually agreed time to discuss the grievance. At this Step of the grievance procedure each party shall together review all facts and copies of the relevant documents.

The Manager or his nominee shall provide to the Union, their decision in writing, including reasons for the decision if denied, within five (5) working days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to one of the options pursuant to Article 10.07 within three (3) months.

### **10.05**

Grievances involving discharge shall be placed in writing and dealt with starting at Step 3.

### **10.06**

The time limits specified in Steps 1, 2, and 3 may be extended by written agreement between the parties. The Chairman of the Grievance and Negotiating Committee, on behalf of the Union, or the Chairperson of the Committee on Labour

Relations, on behalf of the Company, may file a policy grievance at Step 3 of the Grievance Procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operation or alleged violation of the Agreement, including whether or not a matter is arbitrable.

## **ARBITRATION AND INDUSTRY TROUBLESHOOTER**

### **10.07**

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

#### a) Industry Troubleshooter

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

In the event the parties are unable to agree on an Industry Troubleshooter within a period of 30 calendar days,

either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

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

b) Expedited Arbitration

(i) The parties shall determine by mutual agreement, those grievances suitable for Expedited Arbitration.

(ii) Those grievances agreed to be suitable for Expedited Arbitration shall be scheduled within one (1) month following agreement to refer them to Expedited Arbitration.

c) Where the parties agree to invoke Expedited Arbitration or Industry Troubleshooter the appropriate process will apply notwithstanding the provisions of Article 10 of the Agreement and the parties shall not be entitled to thereafter invoke the arbitration process in 10.07(j).

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

e) As the process is intended to be non-legal, outside lawyers will not be retained to represent either party during an Industry Troubleshooter or Expedited Arbitration. All presentations should be short and

concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

f) Prior to rendering a decision the Expedited Arbitrator or Industry Troubleshooter may assist the parties in mediating a resolution to the grievance.

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

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

i) Any decisions of an Industry Troubleshooter or an Expedited Arbitrator will be non precedential.

j) Single Arbitrator

The grievance will be submitted to an Arbitration Board composed of a sole Arbitrator, mutually agreed to by the Company and Union, who shall act as Chairman. At the

time that either party serves notice, in writing, of its intention to proceed to arbitration it shall, at the same time, notify the other party of the name of its legal representative. The other party shall appoint its legal representative within five (5) calendar days of receiving written notice and these two legal representatives shall agree on a person to act as sole Arbitrator. Unless mutually agreed to, if they fail to agree within fourteen (14) calendar days from the appointment of the second legal representative, the Minister of Labour of British Columbia shall appoint a sole Arbitrator.

#### **10.08**

- a) Any disputes concerning the interpretation, application, operation or any alleged violation of this Article shall be subject to the grievance procedure, but, if the dispute reaches the arbitration stage, the parties shall agree upon a single arbitrator to hear and determine the difference. Upon failure of the parties to agree upon a single arbitrator within seven days, the Minister of Labour shall be requested to appoint the arbitrator.
- b) It is agreed that the Company will approve one or more members from the plant committee to attend arbitration hearings and any plant members who are at the arbitration hearings at the request of the Company and the Union.
- c) Each of the parties shall bear one half of the expenses of an Arbitrator or Industry Troubleshooter.

## **NO STRIKES OR LOCKOUTS**

### **10.09**

There shall be no strikes or lock-outs as long as this Agreement continues to operate.

## **ARTICLE 11 GENERAL**

### **ELECTION DAY**

#### **11.01**

If by reason of an election day ordinance, the Company is prevented from making deliveries in any area, the Company shall have the right to re-assign affected employees provided such re-assignment shall not displace other employees, and in the event no re-assignment is made, shall pay such employees at the straight-time rate of pay for the hours of lay-off resulting.

### **JURY DUTY**

#### **11.02**

When an employee is required to serve on a regular or coroner's jury during his normal work day, he shall be granted a leave of absence and shall receive the difference 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.

## **BEREAVEMENT PAY**

### **11.03**

When an employee attends the funeral or memorial service of an immediate relative he shall receive leave of absence for not less than three (3) consecutive days (one of which days shall be the day of the funeral or memorial service) and shall receive one day's pay at straight-time rates for each of such days absent on which he would otherwise have been working.

"Immediate relative" shall mean:

Wife, Husband, Life Partner, Daughter, Son, Mother, Father, Sister, Brother, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Grandparents and Grandchildren.

In cases of suspected abuse, the Company will ask and the Employee will provide a funeral or death certificate or clipping from the newspaper obituaries.

## **JOB TRAINING**

### **11.04**

Before selecting employees for training on other jobs, the Company will post the training opportunity for a period of seven (7) calendar days. The training will be provided on the basis of seniority being the primary consideration, provided the employee has the merit and ability and is committed to perform that job on a daily basis. Notwithstanding the foregoing, the Company may temporarily assign any employee to any job.

### **11.05**

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

- a) the course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee;
- b) the course is likely to contribute to the employee's performance or advancement within the Company;
- c) the employee offers proof of successful completion of the course;
- d) the maximum refund to any employee in any one calendar year will be \$200 for any full term course and \$100 for any half-term course.

### **11.06**

Where the Management requires an employee to undergo a driver training course to acquire, upgrade or maintain an existing license, the Company will provide 100% of the cost of the employee's tuition and wages. Wages will be where the employee would have been regularly scheduled for work. Where necessary, room and board will be reimbursed up to a maximum of \$100.00 per day for a maximum of ten days.

### **11.07**

Where the nature of the course would entitle the employee to assistance from Canada Manpower, the Company will make application and give the employee the amount of such financial assistance available up to an amount where the total assistance to the employee would be equal to his regular

wages, tuition and board and room cost for duration of the course.

### **11.08**

Whenever it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Company shall upon request provide appropriate equipment for this purpose. Time taken off for such purposes shall be paid at the employee's regular rate.

### **11.09**

Employees shall be reimbursed for all required medical examination costs associated with Class 1 licenses.

## **SAFETY AND HEALTH**

### **11.10**

a) It shall be the objective of the Safety and Health Program to eliminate accidents and health hazards. The Company shall provide, wherever possible, a place free of recognized physical and health hazards and shall comply with the W.C.B. Act and Accident Prevention Regulations.

b) New Hire Orientation – The employer will allow, as part of its New Hire Orientation Program, the Union a reasonable amount of time, approximately 30 minutes, to meet with all groups of new hires. Employees shall not lose any regular pay for attending such sessions.

c) Equipment Certification / Training – Forklift, Powerwalker, and Layer Picker operators will be certified in-house. The in-house certification/training will be delivered by certified Local 300 Instructors.

The Instructors' selection process will be achieved in accordance with the position process outlined in Article 3.11. The position will be filled on the basis of seniority being the primary consideration, provided the employee has the merit and ability. Those employees who successfully complete the Instructors certification program shall be required to hold the position for no less than twelve (12) months following the successful completion of the program unless by mutual agreement between the Company and the Union.

d) Safety Orientation – The employer will provide safety orientation, which shall include the safe use of equipment, safe techniques for lifting, and the safe handling of materials and products. The employer will also make readily available information, manuals and procedures for these purposes.

The employer will provide safety orientation for all employees who work on the fleet as drivers and swampers.

### **11.11**

Each employee undertakes to wear the protective equipment made available by the Company and to adhere to the Accident Prevention rules and regulations.

### **11.12**

Occupational health and safety is the mutual concern of the Employer, the Union and the employees. Employees or the Union shall report safety and health hazards of which they are aware to their Supervisor. The Employer shall comply with the applicable Federal, Provincial (Work Safe BC) and local safety laws, rules and regulations.

## **SAFETY SHOES**

### **11.13**

All protective equipment shall be supplied free of cost with two exceptions listed below where the costs will be shared:

#### **Safety Shoes**

- a) Upon presentation of appropriate receipts for the purchase of safety shoes or boots, the Company will reimburse the regular employee up to a maximum of \$200.00 in any calendar year.
- b) An allowance of \$125.00 will be allowed for casual employees towards the purchase of one pair of safety shoes once every calendar year, upon completion of their probationary period.
- c) Effective January 1 2017, the Company will include a provision for insoles to be purchased with the safety boot allowance indicated above.

## **CLOTHING ALLOWANCE**

### **11.14**

The Company will provide all regular employees uniforms, but employees shall wear uniforms when supplied.

### **11.15**

The cost of buying or leasing and cleaning of uniforms will be borne by the Company, with the exception of shirts which will be purchased by the Company in a wash-and-wear fabric. Employees will be responsible for the laundering of shirts.

**11.16**

Regular employees will be provided an annual uniform allowance of \$240.00. Casual employees will be provided an annual uniform allowance of \$75.00. Effective April 21, 2008, rain jackets will be provided to all full-time employees every two (2) years.

**11.17**

Replacement cost of uniforms or parts thereof lost or damaged through employee negligence, shall be borne by the employee concerned.

**LICENSEE DELIVERIES****11.18**

The parties agree to work collaboratively to reach a fair and reasonable consensus on the calls. All calls will be reviewed on an as required basis and completed within the following guidelines:

Each call shall be identified with the following agreed to category:

- 1.) One Man Call
- 2.) Two Man call
- 3.) Variable Volume (Confirmed by Dispatch)
- 4.) Site Visit and/or speak to Driver
- 5.) New Call (Same as #4 above)
- 6.) Check status of Call (Name Change or Closed)

Calls that are identified in categories 4, 5 and 6 will be reviewed by the Assistant Manager of Fleet and City Delivery or designate and Plant Committee Chairperson or designate.

In the event that consensus cannot be reached, the outstanding issues will be referred to Chris Sullivan or to a mutually agreed Arbitrator for final determination. Chris Sullivan or a mutually agreed Arbitrator may appoint a third party investigator to review the call and determine a fair and reasonable decision which will be binding.

All costs incurred in the foregoing process will be shared equally by the Company and the Union.

## **TRUCK MAINTENANCE**

### **11.19**

It is to the mutual advantage of both the Company and the employees that all equipment should be in safe operating condition and equipped with the safety appliances as required by law, including a first aid kit.

### **11.20**

An appropriate form shall be supplied to the driver on which to report defects in equipment, one copy to be retained by the driver and one copy to go to Management.

### **11.21**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or not equipped with the safety appliances or stickers prescribed by law.

### **11.22**

Having regard for the safety and driver health factor, all power units shall have adequate heaters, windshield wipers, defrosters and air conditioning installed.

When a driver reports a defect in equipment, and where the defect renders the vehicle inoperable for health and safety reasons, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the equipment is locked out.

It shall be the Employer's responsibility to supply such tags or other lockout devices. This tag to be left on the vehicle until the defect has been repaired and/or inspected and deemed safe to operate by a certified mechanic.

The Company agrees to maintain a vehicle status board where employees are able to obtain information regarding fleet equipment.

A fleet lockout procedure will be documented, and will be communicated on a yearly basis or as required.

### **11.23**

Employees who do service work to equipment will be paid their current rate for all such work. However, no employee will be required to do mechanical work for which he is not qualified or that obviously requires a skilled tradesman.

## **LEAVE OF ABSENCE**

### **11.24**

Leave of absence without pay may be granted if requested in writing upon reasonable notice, subject to joint approval by the Company and the Union. Such approval will not be withheld unreasonably.

If an unpaid leave of absence exceeds thirty (30) calendar days, the employee shall not accumulate benefits from the thirty-first (31<sup>st</sup>) day of the unpaid leave to the last day of unpaid leave.

Leave of Absence approval does not negate the employer's right to provide lay-off notice. In the event lay-off is required, the company will send a letter of lay-off to the most recent address on file. The lay-off period, if any, will start from that date.

## **PERSONAL LEAVE OF ABSENCE**

### **11.25**

The Company may grant an unpaid personal leave of absence (PLA) to any benefit service employee for personal reasons provided such leave can be operationally accommodated.

Requests for such personal leave, up to a maximum of ten (10) working days, will be considered. Persons who are absent for such leave shall not be considered to be laid off, and their seniority and pension credits shall continue to accumulate during the absence. A copy of the personal leave of absence shall be given to the plant committee.

## **EDUCATION LEAVE**

### **11.26**

Effective April 21, 2004, upon written application by the President of the Union, the Company agrees to grant an educational leave of absence, without the loss of regular pay, not to exceed a combined total of sixteen (16) normal working days in any one year, to elected officials of the Union. Such educational leave will be arranged between the Union and the Company so as to minimize the disruption of the Company's operations.

## **MATERNITY AND PARENTAL LEAVE**

### **11.27**

- 1) The Company will provide pregnancy and parental leave of absence without pay in accordance with Section 22 and 23 of the Employment Insurance Act and Section 50 and 51 of the Employment Standards Act. Employees must provide the Company with 4 weeks written notice prior to commencement of the leave. The leave provided under the Employment Insurance Act and the Employment Standards Act shall be taken within 52 weeks after the child's birth or in the case of adoption after the child is placed with the parent.
- 2) An employee returning from pregnancy or parental leave shall be reinstated in their former job with the applicable rate of pay.
- 3) The employee's seniority date will not be affected by the foregoing.

## **DUPLICATION OF BENEFITS**

### **11.28**

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.

## **SUSPENSIONS AND RECORDS**

### **11.29**

Copies of disciplinary write-ups will be promptly given to the employee involved in the action, and the representative of the Local Union. All disciplinary records will be removed from the employee's personnel folder and destroyed after a period of eighteen (18) months, or two (2) years in the case of suspensions, from the date of issuance of such discipline and thereafter shall not be relied upon for any purpose.

## **EMPLOYEE AND FAMILY ASSISTANCE PLAN**

### **11.30**

The parties agree to maintain the Employee and Family Assistance plan for the duration of this agreement.

## **JOINT CONSULTATION**

### **11.31**

a) Since employment is dependent upon the demand for the Company's products, the Company and the Union recognize

the importance of continual progress in the development of improved methods to meet customer demand and requirements.

b) On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, in accordance with Section 53 of the Labour Relations Code, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of this committee is to promote the co-operative resolution of workplace issues, to respond to and adapt to changes in the economy, to foster development of work-related skills, and to promote workplace productivity.

## **ARTICLE 12 SECURITY OF PRINCIPLES**

### **12.01**

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 that 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 to refuse to cross an established bona fide picket line.

**12.02**

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

**12.03**

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.

**12.04**

All deliveries under the care and control of the Company shall, wherever practical, be made by Company employees, providing that existing Company vehicles and regular Company employees are available to do the work.

**12.05**

It is clearly understood and agreed that the intent of this Section is solely to safeguard the employment of Company employees and not to commit the Company to forcing employees of other firms to join the Union.

**ARTICLE 13**  
**GUARANTEED WAGE PLAN**

**13.01**

The Guaranteed Wage Plan which is a Supplement to this Agreement shall be in effect up to and including November 20, 2016.

The Guaranteed Wage Plan is intended to provide assistance for certain employees who are laid off as a result of the application

of the lay-off provisions of this Agreement and is not to be construed as authorization to alter existing lay-off practices.

## **ARTICLE 14 SEPARATION PAY**

### **14.01**

A regular employee shall be entitled to separation pay as set out in Sub-section 14.03, provided he has not been excluded by Sub-section 14.02 and provided he meets any of the following eligibility provisions:

- a) if he is terminated for a reason other than set out in Sub-section 14.02;
- b) if he is laid off and on any date during his lay-off 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 14.02;

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.

#### **14.02**

Notwithstanding Sub-section 14.01, 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 Section 3.06 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 one of its representatives, or
  - (ii) the direction or decree purports to change the method of beer retailing within 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 lay-off;
- g) he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Workers' Compensation Act;
- h) he is entitled to receive any pension under the Company or Government Pension Plan.

#### **14.03**

The amount of the separation payment of an eligible employee shall be equal to:

- a) one week's base earnings (computed on the basis of his hourly rate in effect as of time of lay-off) 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 Unit, 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 (or complete distribution and other operations of Brewers' Distributor Ltd.) the 15 year maximum is replaced with a 22 year maximum.

#### **14.04**

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 pursuant to Subsection 57(13) of the EI Regulations.

#### **14.05**

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 15 ADJUSTMENT PLAN**

#### **15.01**

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies:

- a) the employer shall give notice to the Union at least 90 days before the date on which the measure, practice, policy or change is to be effected; and

b) after notice has been given, the employer and union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

(i) consideration of alternatives to the proposed measure, policy, practice or change including amendment of provisions in the Collective Agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of termination;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

## **ARTICLE 16 DURATION OF AGREEMENT**

### **16.01**

This Agreement shall remain in force until April 20, 2019 and thereafter from year to year, unless either party serves notice of termination on the other party hereto within four (4) months prior to the 20<sup>th</sup> day of April, 2019 or if such notice has not then been served, within four (4) months prior to the 20<sup>th</sup> day of April in any year subsequent thereto.

**16.02**

Subsections (2) and (3) of Section 50 of the Labour Relations Code are excluded.

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

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

Gerry Bergunder

Dave Granger

Brad Dhal

Mike Allen

Pat McLaughlin

Peter Gill

Bill Sirsiris

Katie Bekiaris

Jim Moorcroft

Frank Evans

**CLASS 3 DRIVER UPGRADE  
LETTER OF UNDERSTANDING NO. 1**

Brewers Distributor Ltd. will following ratification of the 2007 Memorandum of Agreement agree to upgrade any current Class 3 driver to a qualified Class 1 driver and will provide the opportunity to train such Class 3 driver upon their request. Upon obtaining a Class 1 license these drivers will be required to act as Class 1 drivers as required.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

Gerry Bergunder

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Brad Dhal

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Pat McLaughlin

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Bill Sirsiris

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Jim Moorcroft

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Dave Granger

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Mike Allen

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Peter Gill

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Katie Bekiaris

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Frank Evans

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**UNION EXECUTIVE ON DAY SHIFT  
LETTER OF UNDERSTANDING NO. 2  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

It is hereby agreed that the company will maximize the assignment of three (3) Grievance Committee members, or alternates, to day shift work for the period of the term of the Agreement. One of the above shall be the Plant Chairman or his designate. The Company must receive written direction of this designation by the Plant Chairman in advance.

The Executive Board members will be assigned day shift on all weeks of scheduled executive board meetings up to a maximum of six (6) meeting days per year, except in emergency situations.

It is further agreed that assignment to day shift out of seniority is subject to the following:

1. provided that it is practicable and can be accommodated at no extra operational cost; and
2. such scheduling out of seniority does not result in counterproductive effects or complaints and/or grievances from employees who may be required to increase their shift work as a result.

Notwithstanding the foregoing, the provisions of this Letter with respect to scheduling day shift out of seniority may be cancelled by either party upon thirty (30) days written notice.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

Gerry Bergunder

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Brad Dhal

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Pat McLaughlin

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Bill Sirsiris

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Jim Moorcroft

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Dave Granger

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Mike Allen

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Peter Gill

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Katie Bekiaris

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Frank Evans

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**OPERATIONAL REVIEW COMMITTEE  
LETTER OF UNDERSTANDING NO. 3  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

The Company and the Union are committed to improving BDL's competitiveness in the warehousing and distribution environment. Both parties realize that our future job security depends on successfully competing in this marketplace, which will require a joint commitment to a process of continuous improvement in BDL's operations.

In order to address the competitiveness issues with which BDL is, and will be challenged, the Company and the Union will work together to address issues that do, or may inhibit competitiveness. Only by openly sharing business information relevant to competitiveness issues, and working together in addressing and combating these issues, can the Company and the Union work towards job security for all employees.

The Company is committed to working with the Union in developing a program wherein all employees are encouraged to participate in improvement initiatives.

The parties therefore agree to establish a Joint Steering Committee and to formulate an ongoing program of employee involvement in business competitiveness issues.

The Committee will address issues such as:

- planning for operational changes;
- overall effectiveness and competitiveness of BDL in response to major product and market changes;
- training employees in teamwork, problem solving techniques and business enhancement methodologies (i.e. cost identification, cost benefit analysis);
- technical/job skill enhancement and training;
- Health and Welfare benefits management including time paid but not worked (TPNW) issues;
- Occupational Health and Safety concerns;
- hours of work flexibility to meet customer expectations and operational scheduling need;
- distribution and operational cost containment/reduction initiatives;

and any other issues that may enhance the competitiveness of Brewers' Distributor Ltd.

Sub-committees may be formed to address specific issues as determined by the Committee. The Committee will not engage in attempting to resolve grievances, amending the Agreement or circumventing any provisions of this Agreement.

The Port Coquitlam Committee will be comprised of equal representatives from the Company and the Union, with each side appointing their representatives. There will be three (3) committee members from the Union and three (3) committee members from the Company. There will be four (4) Operational Review Committee meetings per year, or more often if required.

The parties realize that this “partnership” program will take time to develop and that the current relationship between management and labour will require a commitment to change.

Members of the Committee will not suffer any loss in wages and will be paid by the Company for all appropriate expenses incurred.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS’  
DISTRIBUTOR LTD.**

Gerry Bergunder

Dave Granger

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Pat McLaughlin

Peter Gill

Bill Sirsiris

Katie Bekiaris

Jim Moorcroft

Frank Evans

**UNION PAID DAYS  
LETTER OF UNDERSTANDING NO. 4  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

**RUN – Reimbursed Union Leave**

The Company agrees to grant to the Grievance Negotiating Committee from the Port Coquitlam operation a total of fifteen (15) paid days off during each contract year to be used in connection with the administration of this Collective Agreement. Such days are to be scheduled by mutual agreement with the Company.

It is anticipated that these days will be shared equally between the three (3) members of the Plant Committee.

However, the manner in which they are used shall be at the sole discretion of the Committee providing that only fifteen (15) days total are used.

**PUN- Paid Union Leave**

Notwithstanding the 15 days outlined above, on the days scheduled management/union meetings occur which are two (2) hours or greater in duration, the Grievance and Negotiating Committee shall be booked off for the entire day and the cost of attendance at these meetings and time for the day will be borne by the Company.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Katie Bekiaris

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Frank Evans

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**MEDICAL AND DENTAL CLAIMS  
LETTER OF UNDERSTANDING NO. 5  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

In the event there are significant problems with the denial of medical and dental claims and the timing of processing and payment of disability claims does not improve, the Company will look to switching group benefit coverage to a mutually agreed carrier. Prior to making a final decision the Company will work with the Union to ensure that the appropriate coverage and level of service has been clearly defined and accepted.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**DAILY SCHEDULING  
LETTER OF UNDERSTANDING NO. 6  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

The provisions of Article 4.04 and 4.12 shall not apply in branches where it is mutually agreed to schedule shifts on a daily, rather than a weekly basis. In such cases, overtime shall be defined as those hours worked in excess of the normal working hours in a day or the normal working hours in a week.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**PRIME TIME VACATION SCHEDULING  
LETTER OF UNDERSTANDING NO. 7  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

Notwithstanding Article 7.01, it is mutually agreed that a maximum of 39 employees at Port Coquitlam shall be entitled to two (2) weeks of vacation between the week in which June 15 falls and the week in which August 31 falls, inclusive, with the exception of the following:

- a maximum of thirty-four (34) employees during the week in which July 1 falls;
- a maximum of thirty (30) employees during the week in which British Columbia Day falls;
- a maximum of thirty (30) employees during the week immediately following the week in which British Columbia day falls;
- a minimum of thirty (30) employees shall be entitled to two (2) weeks of vacation during the week in which Christmas occurs.

The parties agree to meet in December of each year to review and adjust, if necessary, the above vacation caps with regard to operational feasibility.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Katie Bekiaris

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Frank Evans

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**BRANCH MANNING**  
**LETTER OF UNDERSTANDING NO. 8**  
**BETWEEN**  
**BREWERY, WINERY AND DISTILLERY WORKERS,**  
**LOCAL 300**  
**AND**  
**BREWERS' DISTRIBUTOR LTD. (BDL)**

During the term of this Agreement the parties agree that the minimum number of core regular benefit status employees during the period the branch is in operation shall be:

**Port Coquitlam Full Goods – 170**

If the number of regular benefit status employees drops below the minimum core number due to attrition (inclusive of retirement, early retirement, quit, termination) then the Company will move the most senior casual employee who has worked 85% of full time hours\* in one (1) of the two (2) years prior to the date on which a vacancy is to be filled, to regular benefit status.

\* 85% of Full Time Hours is equivalent to 1526 hours in a twelve (12) month period

It is understood that there will also be a surplus of 21 employees (including those on LTD or some other form of wage replacement). These employees will maintain their benefits on a without prejudice and without precedent basis, but as attrition occurs, they will not be replaced on a one out – one in basis until such time as the 170 number of core manning is achieved.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**EARLY RETIREMENT BONUS  
LETTER OF UNDERSTANDING NO. 9  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

Those employees who elect to retire after age 55 but prior to age 60, and have achieved in excess of 30 years service, shall be entitled to a special retirement bonus of \$5000 for each year that their total credited service exceeds 30, pro-rated for incomplete years.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**CARRIERS  
LETTER OF UNDERSTANDING NO. 10  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

For the term of this agreement, the Company may use union or non-union common carriers for the purposes of Intra-Provincial and/or Inter-provincial shipments. Upon arrival, non-union common carriers shall be issued a Local 300 permit.

These carriers shall not be used for customer delivery purposes.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**EMPLOYMENT INSURANCE PREMIUM REDUCTION  
PROGRAM  
LETTER OF UNDERSTANDING NO. 11  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

The parties agree that the employee's share of any Employment Insurance rebates from the Employment Insurance Premium Reduction Program shall be retained by Brewers' Distributor Ltd. To offset a portion of the cost of the benefit improvements contained in the Collective Agreement.

This letter shall form part of, and terminate coincident with, the Collective Agreement.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**WI AND WCB ADVANCES  
LETTER OF UNDERSTANDING NO. 12  
BETWEEN  
BREWERY, WINERY AND DISTILLERY  
WORKERS, LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

In certain cases where it is beyond the control of the employee, a claim which is likely to be approved and the payment of such claim is delayed, the Company will, upon request of the affected employee give consideration to the advancement of moneys pending the commencement of claim payments.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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**PENSION PLAN  
LETTER OF UNDERSTANDING NO. 13  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

Effective April 21, 2007, entrance into the existing Brewers Distributor Ltd Pension Plan for Hourly Employees in British Columbia will cease.

Employees who are not participants in the plan on April 20, 2007, will be eligible to participate in the group RRSP outlined below based on the following eligibility criteria. Regular employees shall become eligible following the first day of the month next following one hundred and thirty-two days of work on a full time basis in a twelve (12) month period. Other employees will be eligible to participate on the first day of the month coincident with or next following completion of two (2) years of continuous service and annual earnings of at least 35% of the YMPE in each of two (2) consecutive calendar years immediately preceding membership.

The Company will contribute a base of 2 percent of the employee's actual straight time earnings excluding premiums. In addition the Company will contribute 50 percent of the employee's contributions up to the limits as per the table below. The employee's contributions will be a percentage of the employee's base straight time earnings excluding premiums. The percentage of the employee's and company's contributions will be as follows:

Years Eligible to participate in Group RRSP	Company base contributions	Employee contributions eligible for 50% match	Maximum Company Match	Total Contributions
1 Year	2%	3%	1.5%	6.5%
2 Year	2%	4%	2%	8%
3 + Year	2%	5%	3%	10%

The Company shall assume all legal and trustee costs for setting up the Group RRSP and shall assume any administration fees charged by the trustee.

It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents as determined by the carrier.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

Gerry Bergunder

Brad Dhal

Pat McLaughlin

Bill Sirsiris

Jim Moorcroft

**BREWERS'  
DISTRIBUTOR LTD.**

Dave Granger

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Katie Bekiaris

Frank Evans

**PENSIONS  
LETTER OF INTENT #14  
BETWEEN  
BREWERY, WINERY AND DISTILLERY WORKERS,  
LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

The Pension Communications Committee will meet during the term of the collective agreement to discuss pension plan design issues, and to examine the implications of changes thereto, including opportunities for employee contributions.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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## **DEFERRED RETIREMENT LETTER OF INTENT #15**

Should 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<sup>st</sup>) 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 contribution 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.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

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Frank Evans

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**DISABILITY MANAGEMENT  
LETTER OF INTENT #16  
BETWEEN  
BREWERY, WINERY AND DISTILLERY  
WORKERS, LOCAL 300  
AND  
BREWERS' DISTRIBUTOR LTD. (BDL)**

During the term of this Agreement the Company shall work with the Union in the development and implementation of a Disability Management Program.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

**BREWERS'  
DISTRIBUTOR LTD.**

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Frank Evans

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## **GUARANTEED WAGE PLAN SCHEDULE "G"**

**AGREEMENT** between Brewers' Distributor Ltd. and Local No. 300 of the Brewery, Winery & Distillery Workers.

**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 the 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 21<sup>st</sup> day of November, 1985 or on any later date on which approval for continuation has been received from the Federal Government holding that:

- a) the Plan meets the requirement 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 Employment Insurance Benefits to which they would otherwise be entitled.

- d) Service Canada – Sub Program will be advised in writing of any changes to the plan within thirty (30) days after the effective date of change.

### **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 participate in this Plan is a regular benefit status hourly employee who qualified for the Plan as of November 21, 1996.

Those employees who would otherwise have qualified for the Plan as of November 1997, shall only be entitled to GWP when they are on temporary lay-off and have qualified for Employment Insurance (EI) and have completed the required two (2) week waiting period. GWP shall not apply to the two (2) week waiting period and shall only be used as a supplemental benefit to top-up employee's wages when in receipt of EI benefits while on temporary lay-off.

### **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, slow down, 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 Government 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 Leave of Absence without pay for a specific period in lieu of their lay-off. 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 lay-off and has failed to apply for EI benefits, or in which he has been disqualified or disentitled from EI Benefits by any reason other than serving a two [2] week waiting period;

[b] in which he has been on lay-off 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 EI Benefits or for reduction of EI waiting period;

[c] in which he has failed or refused to accept employment deemed suitable for him by the Employment 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 Plans;

[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 purposes 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 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 lay-off 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 lay-off 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 lay-off”** means a week in which the employee’s compensated and available hours are less the forty (40), or thirty-eight (38).

## **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 lay-off calculated by determining the product of items a), b) and c) below and deducting from such product, the sum or item d) below.

- a) Seventy percent (70%) for eligible employees as hereinabove defined.

- b) The straight time hourly rate of the employee in effect as of time of lay-off.
- c) The excess of 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 Employment Insurance Act for such week.

### **7. Social Security Benefits During Lay-off**

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 lay-off 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 eligible 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 1/10<sup>th</sup> 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 towards 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"**

<b>Completed Years of Benefit Service Determined As Of The November 21<sup>st</sup> Immediately Preceding His Lay-off</b>	<b>Maximum Benefit Entitlement</b>
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 eligible employee may use during any twelve (12) month period commencing November 21<sup>st</sup> shall not exceed his maximum benefit entitlement determined as of that November 21<sup>st</sup> 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 lay-off and in receipt of benefits for more than thirty-two (32) hours; and, by 4/5ths of one week for each week in which he is on lay-off 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 lay-off and in receipt of benefits for more than sixteen (16) hours; and, by 2/5<sup>ths</sup> of one week for each week in which he is on lay-off and in receipt of benefits for more than eight (8) hours; and, by 1/5<sup>th</sup> of a week in which he is on lay-off 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 lay-off but was disqualified for any of the reasons set out in Subsections (a), (b), (c) and (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 wilful falsification of an 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 lay-off, 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 20<sup>th</sup>, 2019. 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 the Agreement will not take effect any earlier than November 21<sup>st</sup>, 2019.

### **13. Other**

1. Under no circumstances will the aggregate EI benefits plus weekly GWP benefit payable to an eligible

employee exceed 95% of the employee's regular weekly wage.

2. Pursuant to Section 4 of the GWP, an eligible employee only receives the GWP benefit in respect of a period in which he is actually in receipt of EI benefits with the only exception being the two week EI waiting period.

3. The employees covered by the Collective Agreement have no vested rights in the GWP.

4. Brewers' Distributor Ltd. pays GWP benefits out of its general revenue.

5. Brewers' Distributor Ltd. uses either the EI cheque stub or the EI GWP Report to confirm the receipt of EI benefits prior to paying GWP benefits to any eligible employee.

6. Payment made out of the GWP does not operate to effect the amount of severance pay to which an employee is entitled pursuant to the Separation Pay provisions of the Collective Agreement.

7. The Plan is applicable only for periods of temporary lay-off.

Signed this 1<sup>st</sup> day of April, 2016 on behalf of:

**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION,  
LOCAL 300**

Gerry Bergunder

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Brad Dhal

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Pat McLaughlin

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Bill Sirsiris

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Jim Moorcroft

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**BREWERS'  
DISTRIBUTOR LTD.**

Dave Granger

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Mike Allen

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Peter Gill

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Katie Bekiaris

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Frank Evans

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