

COLLECTIVE AGREEMENT

BETWEEN

BREWERS' DISTRIBUTOR LTD.

AND

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

PRINCE GEORGE

2009 - 2015

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THIS AGREEMENT is dated for reference the 31st day of March, 2009,

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 There will be two classifications of employees: Regular and Casual. Casual employee terms are defined in Letter of Understanding number 2.

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

MANAGEMENT RIGHTS

1.05 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 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.

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 layoff to the regular Union members. Returned servicemen to be given preference.
- 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 instruction and orders of those set in authority over them.
- [b] The Company will make a reasonable effort to communicate any new written policy to a duly elected Union official prior to implementation.
- [c] All policies will be fair and reasonable.
- 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.
- 2.06** 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.

It is agreed that the Company will approve one (1) member from the plant to attend arbitration hearings and any plant members which are at the arbitration hearings at the request of the Company.

DUES CHECKOFF

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

2.08 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 sixty (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.

2.09 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 2.08. A written list of the employees' names, the amounts and descriptions of the above deductions and monies as deducted 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.

2.10 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.

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

2.12 Notwithstanding any provisions contained in Articles 2.07 to 2.11, 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.

- 2.13** 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.
- 2.14** The Union, upon request shall hold crew meetings on Company time, where approval is attained and where operationally feasible. Requests for such meetings must be directed through the Manager, Rural Operations or his designate. Requests must include anticipated length of time required, the purpose for such meetings; 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 while on Company premises. It is understood that the Company and Union recognize the importance of meeting work requirements and/or service of the business.
- 2.15** 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 Statute of the Province of BC or Canada.
- 2.16 [a]** Employees who are granted leave for Union business shall continue to receive pay for their regularly scheduled workdays, 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. The Union agrees to reimburse the Company for same, within thirty (30) days from the receipt of the invoice.

ARTICLE 3 - SENIORITY

- 3.01** Seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date he was first employed, unless his seniority was broken, in which event such calculation shall be from the date that he returned to work following the last break in his seniority.
- 3.02** Seniority shall not be considered broken by reason of:
- [a]** Absence on leave when granted mutually by the Company and the Union.
- [b]** Absence due to seasonal layoff 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 member 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.

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

LOSS OF SENIORITY

- 3.05** 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 is absent from work for three [3] shifts without having notified the Company and received permission to be absent in advance where that is possible;
- [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 [48] 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 layoff 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 layoff for a period of eighteen [18] months. When an employee returns to work for an aggregate of thirty [30] days or less during his layoff period, the employee's period of layoff 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 ninety (90) calendar days of the date he left the bargaining unit. This period may be extended by mutual agreement.

JOB FAMILIARIZATION

3.06 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 sixty (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 sixty (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 for the first sixty (60) days worked. 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

- 3.07** Whenever a job vacancy is created in any of the departments of the Company's operation, the Company shall post a standard notice on the bulletin board in each department for at least five [5] consecutive working days, soliciting the names of employees who wish to apply to fill such vacancy.
- 3.08** Any employee covered by this Agreement may apply in this manner and the vacancy shall be filled on the basis of merit and ability as primary considerations, and thereafter with preference to employees having the greatest seniority.
- 3.09** The man selected will be given a reasonable trial period to prove his suitability. He will have the right to return to his former job within thirty (30) days. The man selected shall be transferred to the posted job within twenty (20) days provided that a replacement is available. Employees absent from work for a period not more than two (2) weeks from the date a job is posted, will have the right to apply within three (3) days of his return to work, but this need not delay filling the job during this period.
- 3.10** If, after working on his new job, or in his new department the applicant finds the job has been discontinued, or for other reasons, he shall be transferred back to the department from which he last transferred, and he shall retain all his seniority rights.
- 3.11** The standard application form to be used for posting on the bulletin board shall specify the type of job vacancy, outline of work required, and specify the job's regular starting time. Regular starting time may only be changed pursuant to Article 4.
- 3.12** In the event differences arise which cannot normally be settled as to which of the applicants should be given a trial to fill the posted vacancy the matter shall, within three (3) days after the said difference arises, be dealt with under the Grievance Procedure, starting with Step 3.
- 3.13** Employee's 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 Subject to the efficient operation of the Company, it is agreed that in the event it is necessary to work overtime in any department, men shall be acquired in the order of their seniority within the department to do such overtime work.

In the event that sufficient men cannot be obtained from within the department, then men shall be acquired in the order of their seniority with the Company to do such overtime work.

ARTICLE 4 - HOURS OF WORK

4.01 For all employee's eight (8) hours shall constitute a days 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 pre-arranged 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 provisions of Article 4.01 and 4.02, the Company shall have the right to negotiate alternate work weeks for certain runs and or sections of the work force in accordance with the following guide lines:

[a] Shifts must be consecutive and shall be comprised of either;

- [i]** 5 times 8 hour shifts
- [ii]** 4 times 10 hour shifts
- [iii]** 3 times 12 hour shifts, pay for 40

[b] Hours worked in excess of the normal work day (i.e. 8, 10, or 12 hours) or work in excess of forty (40) hours in a week shall be overtime and shall be paid at the rate of double time.

- [c]** Employees working a compressed work week shall be given full credit for pension entitlement.
- [d]** Where practical, and providing agreement with the Union is achieved, the Employer may schedule a four (4), ten (10) hour work week, followed by a three (3) ,twelve (12) hour work week.
- [e]** Implementation of the foregoing compressed work weeks and or shift combinations shall be subject to mutual agreement between the local management and the Local Union Representatives.

4.04 Notification of 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. In the event the Employer operates on a two (2) or three (3) shift operation, employees shall have the right to select their preferred shift in order of their seniority.

OVERTIME

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

4.06 However, 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 shall phone dispatchers for instructions if they are delayed more than twenty (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 4.10.

4.08 The following work shall be considered overtime:

- [a]** Work performed in excess of regular scheduled shift on any regular working day;
- [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;
- [f]** Payment for any overtime worked is payable by direct deposit and on the same deposit as wages earned. There will be no banked overtime.

4.09 No employee shall be allowed to work overtime while other employees are receiving less than a full week's pay per week in his department.

SUNDAY TIME

4.10 For all work performed up to eight (8) hours on Sundays, the premium rate of double time shall be paid to all employees. All work performed over eight (8) 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 8:30 p.m. or later on Sunday.

SHIFT CHANGES

4.11 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 employees' 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.

4.12 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

4.13 All employees working an eight (8), ten (10) or twelve (12) hour shift shall be afforded a half [.5] hour paid lunch break approximately half way through their shift.

The Company shall allow employees two (2) work breaks of no more than fifteen (15) minutes each, one (1) in each half of a regular shift. An

employee shall receive a paid fifteen (15) minute work break after completing one (1) hour of overtime work beyond his scheduled shift.

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

4.14 In the event overtime is to be worked without notice being given the previous day and the period of overtime is to be more than two (2) hours in duration, then the Company agrees to provide the cost of a meal for all employees working such overtime up to a maximum of nine dollars [\$9.00].

REPORTING PAY

4.15 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.

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

4.17 If an employee is called into work for less than eight (8) hours but more than four (4) hours, he shall be paid for eight (8) hours 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 eight (8) hours, then in order to claim the eight (8) hours pay, he must be prepared to accept other work, such as warehouse or cleanup.

4.18 Any employee called back for emergency purposes shall receive pay for not less than four [4] hours pay at the prevailing rate.

ARTICLE 5 - WAGES

5.01 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.

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

	Effective April 21, 2009	Effective April 21, 2010	Effective April 21, 2011	Effective April 21, 2012	Effective April 21, 2013	Effective April 21, 2014
All Regular Employees	\$25.00	\$25.81	\$26.65	\$27.52	\$28.34	\$29.19
Casual Employees	\$20.00	\$20.50	\$21.01	\$21.54	\$21.97	\$22.41

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.

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 (i.e. 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, 2009 to April 20, 2010, the first pay period following publication of the March 2010 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, 2009 to April 20, 2010 calculated by subtracting the Consumer Price Index (1971=100) for the month of March 2009, after adding there to 7% of the March 2009

Consumer Price Index (1971=100), from the Consumer Price Index (1971=100) for the month of March 2010. This COLA formula will be repeated each contract year, in the above described manner, until the expiry of this Collective Agreement.

- 5.07** 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.
- 5.08** Before the labour of employees is increased by changes in operation or speed up of equipment or new jobs are created as deemed necessary or advisable by the Company, 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 workload has resulted. After a trial period of thirty (30) days, 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 employee's 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 WorkSafe BC.
- 5.13** The designated First-Aid Attendant position shall be posted in accordance with Article 3. The designated position shall be filled by the most senior applicant occupying a warehouse position.
- 5.14** Employees working as designated First-Aid Attendants will receive a premium of fifty cents (\$0.50) per hour in addition to their regular rate of pay.

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	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

and any other Statutory Holiday proclaimed by the Federal or BC Governments.

6.02 Regular employees shall be paid for the above mentioned Statutory Holidays at the employee's applicable hourly rate of pay (as in point 5. Wages) (rate on the date before the Statutory Holiday). If an employee is receiving short-term disability benefits under Article 8 he shall be paid the difference between his current pay rate and the insured benefit he is receiving.

6.03 Casual employees shall be paid for the above mentioned 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.

6.04 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.

6.05 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.

6.06 Notwithstanding the provision of this Article, the Employer may schedule certain employees, on a voluntary basis, to work on Victoria Day, Canada Day, BC Day, Labour Day or Thanksgiving Day, at straight time and grant them a lieu day off with full pay at a time of the employees choosing. Should the Employer wish to utilize this option, a minimum of one (1) months notice must be given, soliciting the names of employees who wish to volunteer. In the event sufficient employees do not volunteer, the Employer may assign capable employees in reverse order of seniority.

ARTICLE 7 - VACATIONS

7.01 All employees in service of the Company for one (1) year, or longer, shall be granted two weeks vacation per year with full pay or four percent (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) weeks of vacation between the week in which June 15 falls and the week in which August 31 falls, inclusive. It is further agreed that during this prime time period, a minimum of twenty percent (20%) of the total employee complement shall be permitted off on vacation leave in any week. Employees to state their selected periods by April 1st.

7.02 All employees shall, after completing three (3) years of service with the Company, receive three (3) week's vacation per year with full pay.

7.03 All employees shall, after completing eight (8) years of service with the Company, receive four (4) week's vacation per year with full pay.

7.04 All employees hired prior to July 1, 1997 shall, after completing fifteen (15) years of service with the Company, receive five (5) week's vacation per year with full pay.

7.05 All employees hired prior to July 1, 1997 shall, after completing twenty (20) years of service with the Company, receive six (6) week's vacation per year with full pay.

7.06 All employees hired prior to July 1, 1997 shall, after completing twenty-five (25) years of service with the Company, receive seven (7) week's vacation per year with full pay.

7.07 To compute the three (3), eight (8), fifteen (15), twenty (20), twenty-five (25) years of service mentioned respectively in paragraphs 7.02 - 7.06 above, 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.

7.08 In the case of employees receiving three (3), four (4), five (5), six (6) or seven (7) week's 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 January 31 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 1 Drivers, etc.

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

The present practice to allow employees who were unable to take their vacation entitlement due to illness or injury will remain in force.

7.10 The Company will post the vacation schedule in a place where the employees can have access to it.

7.11 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 enroll in the Weekly Indemnity Plan.

[1] The employee shall advise his supervisor of his illness or injury and make arrangements to have the Weekly Indemnity form completed.

[2] All approved requests will result in the employee's remaining days of vacation being canceled, 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 canceled period shall be returned to the Company and re-issued for the re-scheduled vacation period.

7.12 Notwithstanding the provisions of Article 7.01 to 7.09, an employee must have actually worked seven hundred and twenty (720) hours including all hours on Workers Compensation in the previous vacation year to be entitled to his full vacation pay. Employees who have worked less than seven hundred and twenty (720) hours including all hours on Workers Compensation shall receive the vacation pay to which they otherwise be entitled under Article 7 pro-rated to reflect the ratio of the hours actually worked to total working hours (i.e. regular entitlement X hours worked divided by 1992). Time on Workers Compensation is to be counted as the hours worked strictly for the purposes of this Article.

ARTICLE 8 - SOCIAL SECURITY

8.01 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.

8.02 - ELIGIBILITY

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

[a] If qualified for the present benefit plans on the date this Agreement is signed, 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 seniority order as part of maintaining the minimum number of core employees, in accordance with Branch Manning levels, Letter of Understanding #1.

8.03 New employees who were enrolled in the benefit plans of any Labatt or Molson brewery in BC and who were laid off from that brewery or agency due to lack of work shall be entitled to immediate coverage for MSP basic medical and Extended Health Plans.

8.04 - LIFE INSURANCE

Effective April 21, 2009, the amount of Life Insurance coverage shall be increased to provide \$60,000.00 insurance coverage for benefit status employees actively at work on that day. Employees not actively at work on the above named date, shall only be provided increased insurance coverage upon their return to active employment.

8.05 - ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Effective April 21, 2009, the amount of Accidental Death and Dismemberment Insurance coverage shall be increased to provide \$60,000 insurance coverage for benefit status employees actively at work on that day. Employees not actively at work on the above named date, shall only be provided increased insurance coverage upon their return to active employment.

8.06 - MEDICAL, SURGICAL AND HOSPITAL

[a] Each eligible employee shall be insured in the Medical Services Plan of B.C. and the Extended Health Benefits Plan.

- [b]** Effective April 21, 2009, Vision Care coverage will be provided to all regular employees and dependants for the purchase of prescribed lenses or frames or contact lenses to a maximum of \$150.00 per person every two (2) years.
- [c]** Effective April 21, 2009, the extended health coverage will be amended to provide reimbursement for expenses incurred relative to the purchase of hearing aids for employees and dependants (immediate family) up to the age of 65, when prescribed, to a maximum of up to \$500.00 per person per four (4) year period. Coverage will not include repairs or maintenance.
- [d]** Employees shall be reimbursed for all required medical examination costs associated with Class 1 licenses.
- [e]** Effective January 1, 2010, employees who are regular employees on that date will be provided with a Health Care Spending Account with an annual maximum of \$500.00.

8.07 - DENTAL

Dental Care Plan for active employees:

- Plan 'A' - 100% - to a yearly maximum of \$1,200.00
- Plan 'B' - 75% - \$4,700.00 restorable lifetime maximum
- Plan 'C' - 50% - \$4,700.00 restorable lifetime maximum

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.

8.08 - SICK LEAVE

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]** Effective April 21, 2009 each regular employee shall be entitled to sick leave of thirty-two (32) hours for each calendar year. Any unused sick leave 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 or payout.
 - [d]** Sick leave will be pro-rated in the year in which an employee is terminated.
 - [e]** Upon retirement, any unused portion of the two (2) days sick leave will be payable in cash to regular employees who achieved regular status prior to April 21, 2003.
- 8.09** 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]** Two (2) of 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 three (3) hours of sick pay to bring his Weekly Indemnity from seventy percent (70%) of his daily wages to full pay thus reducing by three (3) hours an employee's maximum entitlement of sick days, when supplementing Weekly Indemnity to full pay in this manner.
 - [c]** During the first two (2) days of Workers' Compensation payments, in which case sick pay will be used to supplement Workers' Compensation payments up to full pay.
- 8.10** 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.
- 8.11** An employee's maximum entitlement of sick leave per year shall be reduced by one (1) day for each partial 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.
- 8.13** 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.
- 8.14** The Company, at its discretion, may appoint a doctor to examine the employee. Abuse, misrepresentation or any misuse of sick leave by the employee shall be sufficient grounds for dismissal.

COMPANY POLICY ON SICK LEAVE

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 starting time so that arrangements may be made for replacement if necessary.
2. Employees who have routine medical or dental appointments are requested 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. In such cases, only the time actually spent away from work will be deducted from sick leave credits.
4. Where abuse of sick leave is a problem, the Company may advise that a doctor's certificate is required in all cases of suspected abuse.
5. 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.

8.15 - WEEKLY INDEMNITY AND LONG TERM DISABILITY

Where an employee is disabled due to a sickness or non-occupational accident, a weekly benefit amounting to seventy percent (70%) of wages (applicable classified hourly rate X 40) in effect during the twenty-six (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 (4) day if due to a sickness, and will continue to a maximum of twenty-six (26) weeks for any one period of disability.

- 8.16** Should the disability, described above, continue beyond the end of the twenty-sixth (26th) week, the insured Long Term Disability Plan will commence at the twenty-seventh (27th) week and will continue until recovery, or age 65, whichever occurs first.
- 8.17** 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) week and will continue until recovery or age 65, whichever occurs first.

- 8.18** The LTD plan will provide the payment of 66 2/3% of wages (applicable hourly rate X 40) in effect during the first seventy-eight (78) weeks of the Long Term Plan. Should the disability continue past the one-hundred and fourth (104th) week (26 weeks + 78 weeks) the future weekly benefit will be calculated at 66 2/3% of wages (hourly rate X 40; or 38) in effect at the one-hundred and fourth (104th) week of disability.
- 8.19** Coverage under insured Weekly Indemnity and Long Term Disability Plans will be continued:
- [b]** For the first one-hundred and four [104] weeks of a disability provided the employee is unable to perform his own job.
 - [c]** 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.
- 8.20** 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.
- 8.21** 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.
- 8.22** 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 twenty-six (26) week period. Employees drawing benefits under the Long Term Disability Plan shall not be eligible for vacation entitlement after one hundred and four [104] weeks. This benefit shall be capped at fifty-two (52) weeks for any claims commencing after the date of ratification. When an employee who has lost his entitlement does recover and return to work, his vacation entitlement shall be pro-rated in his first year of return.

8.23 - BENEFIT CARRIERS

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

8.24 - CANCELLATION OF BENEFITS

An employee whose service with the Company has been terminated shall not be entitled to any benefits after the date of such termination.

8.25 - PENSIONS

The Employer agrees to remit to the Union for credit to each members account, a sum as outlined below for each straight time hour worked or compensated for at regular rates excluding overtime. It is understood that these amounts will include employee contributions as outlined below, which shall be deducted from the employee’s wages as their contribution to the plan and which will be included in the total contribution amount.

Commencing	Employer Contribution	Employee Contribution	Total Contribution
April 21, 2009	\$2.35	\$0.15	\$2.50
April 21, 2010	\$2.40	\$0.20	\$2.60
April 21, 2011	\$2.45	\$0.25	\$2.70
April 21, 2012	\$2.50	\$0.30	\$2.80
April 21, 2013	\$2.55	\$0.35	\$2.90
April 21, 2014	\$2.65	\$0.45	\$3.10

The new plan will be set up on the following basis:

- [a]** Type: Money Funded Purchase Plan.
- [b]** Administrated: By the Union or its designate.
- [c]** Eligibility: Immediate on the employee achieving full benefit status or in accordance with BC Pension legislation.
- [d]** Participation: Mandatory for all eligible employees.
- [e]** Vesting: 100% upon entry.
- [f]** Contributions: The Employer will submit contributions as outlined in Article 8.25 for hours worked or compensated at regular straight time rates (overtime excluded).

- [g] Employee shall be permitted to contribute on a voluntary basis over and above the agreed to employee pension contributions.
- [h] The Employer shall forward his contributions and any and all voluntary entitlement on forms provided by the Union to the Union office no later than the twelfth of the month following the month for which the contributions apply.

8.26 - BENEFITS FOR PENSIONERS

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 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] MSP will be continued as long as the pensioner is a resident of BC.

[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] MSP will be continued as long as the pensioner is a resident of BC.

8.27 Employees and the Union will be provided with copies of the Plan and reports as required by BC Pension legislation.

8.28 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.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 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 [1] Shop Steward tentatively for each department.

9.02 There shall be a Grievance Committee, consisting of up to three (3) 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 Management or the Grievance Committee.

- 9.03** The Union agrees to advise the Company of the names of members of the Grievance Committee and Shop Stewards, in writing, and also of any changes from time to time.
- 9.04** In case a grievance arises, 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 if a grievance arises who shall immediately request time off from his Foreman to discuss the matter if it is urgent. If the case is not urgent then the Shop Steward with or without the aggrieved person shall take up the matter with the Foreman at the end of the shift. Failing a satisfactory settlement the grievance shall be put in writing and submitted to the Foreman of the employee involved within five (5) working days from the time the grievance arose. The Foreman shall provide a written answer within twenty-four (24) hours (Saturdays, Sundays and Holidays excluded). If this answer is not satisfactory or if no answer is received by the Union the next step of the grievance procedure may be invoked.

STEP 2

The grievance shall be submitted within forty-eight (48) hours to the next level of Management. Within five (5) working days the grievance will be discussed and resolved, or a written answer will be provided and if it is not resolved or if no answer is received by the Union 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. Within five (5) working days the grievance will be discussed with the Grievance Committee with an additional representative of the Union if desired, or a written answer will be provided and if it is not resolved or if no answer is received by the Union the grievance may proceed to Arbitration.

- 9.05** Grievances involving discharge shall be placed in writing and dealt with starting at Step 3.
- 9.06** The time limits specified in Steps 1, 2, and 3 may be extended by written agreement between the parties. The Chairman of the Grievance Committee on behalf of the Union, or the Manager on behalf of the

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

9.07 - ARBITRATION

Any grievance which has been properly processed through the preceding steps of the Grievance Procedure without being settled may be submitted to Arbitration or an Industry Troubleshooter as agreed to by the parties. Grievances may be submitted to arbitration within three (3) months from the first Grievance Review Board Meeting following the Step 3 written response to the grievance. The Union will provide 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 thirty (30) calendar days, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

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

[b] Where the parties agree to invoke Industry Troubleshooter the appropriate process will apply notwithstanding the provisions of Article 9 of the Agreement and the parties shall not be entitled to thereafter invoke the arbitration process in 9.07(i).

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

[d] As the process is intended to be non-legal, outside lawyers will not be retained to represent either party during an Industry Troubleshooter. All presentations should be short and concise and

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

[e] Prior to rendering a decision the Industry Troubleshooter may assist the parties in mediating a resolution to the grievance.

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

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

[h] Any decisions of an Industry Troubleshooter will be non-precedential.

[i] 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 services notice, in writing, of its intention to proceed to arbitration it shall, at the same time, notify the other party of the name of its legal representative. The other party shall appoint its legal representative within five (5) calendar days of receiving written notice and these two (2) legal representatives shall agree on a person to act as sole Arbitrator. Unless mutually agreed to, if they fail to agree within fourteen (14) calendar days from the appointment of the second legal representative, the Minister of Labour of British Columbia shall appoint a sole Arbitrator.

9.08 Each of the parties shall bear the expenses of an Arbitrator or Industry Troubleshooter.

9.09 - NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts as long as this Agreement continues to operate.

ARTICLE 10 - GENERAL

10.01 - ELECTION DAY

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.

10.02 - JURY DUTY

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

10.03 - BEREAVEMENT PAY

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, Daughter, Son, Mother, Father, Sister, Brother, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Step-Mother, Step-Father, Step-Son, Step-Daughter, Grandparents and Grandchildren.

10.04 - JOB TRAINING

Before selecting employees for training on other jobs, the Company will post the training job for a period of three (3) working days. With qualifications for the training job being given full primary consideration, employees having the greater seniority will be given preference. Notwithstanding the foregoing, the Company may temporarily assign any employee to any job.

10.05 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 (1) calendar year will be \$200 for any full term course and \$100 for any half-term course.

10.06 Where the Management requires an employee to undergo a driver training course to acquire, upgrade or maintain an existing license, the Company will provide the above financial assistance.

10.07 Where an employee has worked at least ninety (90) working days and Management requires him to undergo a driver training course to upgrade an existing license and provided the employee successfully completes and receives his upgraded license, the Company will pay tuition costs up to a maximum of two hundred dollars (\$200.00) and will further pay the employee his regular straight time wages up to a maximum of two (2) weeks regular pay. When necessary, room and board will be reimbursed up to a maximum of thirty dollars (\$30.00) per day for a maximum of ten (10) days.

10.08 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.

10.09 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.

10.10 - SAFETY AND HEALTH

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 WCB Act and Accident Prevention Regulations.

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

10.12 A Joint Safety and Health Committee shall be established, the number to be agreed upon locally. There shall be equal representation of both parties. Union members of the Committee shall be elected two (2) years by the Union members in the plant. Selection of more than one [1]

employee from a department is subject to the approval of Management. This Committee will act in an advisory capacity and to the extent practical; it will be guided by the principles of the seven-point program given below.

- [1] Each medical aid and lost time accident will be investigated immediately by the designated investigation team with a view to determining the fundamental causes.
- [2] Develop and publish data to indicate accident sources and accident frequency rates.
- [3] Inspect the plant to detect hazardous physical conditions or unsafe work methods periodically.
- [4] Recommend changes or additions to protective equipment or devices for the elimination of hazards.
- [5] Promote accident prevention and first-aid training for Committee members and employees.
- [6] Recommend and participate in promoting and advertising safety and in selling the safety program to the workers through department meetings.
- [7] Conduct monthly accident prevention meetings during normal working hours with the sole purpose to discuss accident prevention and to recommend suitable corrective measures. Employees who attend these meetings during their regularly scheduled working hours shall not lose pay.

10.13 - CLOTHING AND BOOT ALLOWANCE

Core employees will be allotted an allowance of up to three hundred and fifty dollars (\$350.00) in any calendar year for the purchase of appropriate uniforms and safety shoes/boots. Core employees will also be provided with one (1) parka to be replaced every two years.

Casual Employees

An allowance of one hundred dollars (\$100.00) towards the purchase of one [1] pair of safety shoes or boots in any calendar year upon presentation of appropriate receipts.

10.14 - ONE MAN DELIVERIES

Deliveries shall be performed either by one (1) man, or by two (2) men as determined by mutual agreement between the Branch Manager and the Shop Steward. The parameters for determining if any particular account should or could be done by one (1) man shall be:

- [a]** Volumes.
- [b]** Ease of delivery - pallet loads versus hand bomb, suitable equipment, etc.
- [c]** Safety of product and personnel (i.e. Motor Vehicle Act).
- [d]** Double stacking of kegs.
- [e]** Security of product.

10.15 - TRUCK MAINTENANCE

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.

10.16 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.

When a defect is reported, the Company will provide an appropriate answer for the driver before twenty-four (24) hours have elapsed.

10.17 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.

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

10.19 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.

10.20 - LEAVE OF ABSENCE

Leave of absence without pay may be granted if requested in writing upon seven (7) days notice, subject to joint approval by the Company and the Union. Such approval will not be withheld unreasonably and will be based on operational requirements.

If an unpaid leave of absence exceeds twenty (20) working days, the employee shall not accumulate benefits from the twenty first (21st) day of the unpaid leave to the last day of unpaid leave.

10.21 - MATERNITY AND PARENTAL LEAVE

1. The Company will provide maternity and parental leave of absence without pay, as outlined in Section 22 and 23 of the Employment Insurance Act.
2. An employee returning from maternity or parental leave shall be reinstated in her former job with the applicable rate of pay.
3. The employee's seniority date will not be affected by the foregoing.

10.22 - DUPLICATION OF BENEFITS

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

10.23 - SUSPENSIONS AND RECORDS

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 three (3) years from the date of issuance of such discipline and thereafter shall not be relied upon for any purpose.

10.24 - EMPLOYEE AND FAMILY ASSISTANCE PLAN

The Company agrees to provide a confidential Employee and Family Assistance Program, through an EFAP provider, during the term of this Agreement.

10.25 - JOINT CONSULTATION

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 11 - SECURITY OF PRINCIPLES

11.01 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.

11.02 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.

11.03 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.

11.04 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.

11.05 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 (7) days, the Minister of Labour shall be requested to appoint the arbitrator to hear and determine the difference.

11.06 - DELIVERIES

Notwithstanding Article 11.04, the Company shall be entitled to the use of common carriers for those deliveries outside the designated delivery area (Prince

George city limits). Such designation shall be determined by the Company, after due consultation with the Union. The Company agrees to review the designation of such accounts periodically with regards to operational feasibility.

ARTILCLE 12 - SEPARATION PAY

12.01 A regular employee shall be entitled to separation pay as set out in Sub-section 12.03, provided he has not been excluded by Sub-section 12.02 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 12.02;
- [b]** If he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours, provided he is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- [c]** In special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six (6) months, he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause [b] above;
- [d]** If he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section 12.02;

An employee eligible for a separation payment hereunder must apply for it not later than six (6) months after he first becomes eligible therefore, otherwise his right to such payment shall be canceled.

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 (6) months' period.

12.02 Notwithstanding Sub-section 12.01, 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 layoff;
- [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.

12.03 The amount of the separation payment of an eligible employee shall be equal to one (1) week's base earnings (computed on the basis of his hourly rate in effect as of time of layoff) multiplied by the number of his completed years of service as of the last day he actively worked in the Bargaining Unit, two (2) weeks in the event of closure.

12.04 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 canceled.

ARTICLE 13 - ADJUSTMENT PLAN

13.01 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 sixty (60) 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 endeavor 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 counseling 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 14 - DURATION OF AGREEMENT

14.01 This Agreement shall remain in force until April 20, 2015 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 20th day of April 2015, or if such notice has not then been served, within four (4) months prior to the 20th day of April in any year subsequent thereto.

14.02 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 31st day of March, 2009 on behalf of:

Brewery, Winery and
Distillery Workers Union
Local 300

Gerry Bergunder
Tom Carmichael
Kevin McKenney

Brewers' Distributor Ltd.

Dave Granger
Beau Pyatt
Frank Evans
Tony Nazaroff

**LETTER OF UNDERSTANDING NO. 1 - MANNING LEVELS
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 ten (10).

The core number shall be reviewed annually by both parties and upon mutual agreement may increase or decrease in response to changes in volumes or methods of operation.

Any requirements for manpower above the core number shall be met with the use of casual employees as per Letter of Understanding No. 2, Casual Employees.

Signed this _____ day of _____, 2003 on behalf of:

Brewery, Winery and
Distillery Workers Union,
Local 300

Brewers' Distributor Ltd.

**LETTER OF UNDERSTANDING NO. 2 - CASUAL EMPLOYEES
BETWEEN
BREWERY, WINERY AND DISTILLERY WORKERS, LOCAL 300
AND
BREWERS' DISTRIBUTOR LTD. (BDL)**

There will be two (2) groups of employees: Regular and Casual.

Casual employees:

- a) Are not entitled to benefit status;
- b) Are entitled to seniority. Seniority will terminate if they have no hours for a six (6) month period;

- c) Are scheduled or called in to work in order of seniority, subject to their availability;
- d) Are not entitled to paid leaves of absences but are entitled to unpaid leaves of absences provided:
 - The leave is requested in writing upon a minimum of seven (7) days notice and subject to approval by the Company and the Union. Such approval will not be withheld unreasonably;
 - The leave can be operationally accommodated.
- e) Shall receive any vacation pay owing them based on: after five (5) calendar days of employment, four percent (4%) of the employee's total wages during the year of employment entitling the employee to the vacation pay; after five (5) consecutive years of employment, six percent (6%) of the employee's total wages during the year of employment entitling the employee to vacation pay;
- f) Will be entitled to regular benefit status, if they move to regular status in seniority order as part of maintaining the minimum number of core employees;
- g) May perform any duties as assigned.

Signed this _____ day of _____, 2003 on behalf of:

Brewery, Winery and
Distillery Workers Union,
Local 300

Brewers' Distributor Ltd.

LETTER OF UNDERSTANDING NO. 3 - DEFERRED RETIREMENT
BETWEEN
BREWERY, WINERY AND DISTILLERY WORKERS, LOCAL 300
AND
BREWERS' DISTRIBUTOR LTD. (BDL)

HELD IN ABEYANCE

Employees may elect to continue active employment after reaching age 65, as long as, they are not in receipt of payments from the pension plan described in Article 8.25. Employees commencing payments from the pension in Article 8.25 must retire upon receipt of such payments. **AGREED**

The Employer and employees will continue contributions as provided in Article 8.25 for employees working past age 65, until the employee ceases employment, or until the end of the calendar year in which the employee reaches the age of 69, whichever occurs first. **AGREED**

Benefit status employees working past 65 shall be entitled to only the insured welfare benefits provided to employees on normal retirement, at age 65. **OUTSTANDING – WILL BE CONSISTENT WITH ARBITRATION RULING ON THIS ISSUE.**

Benefit status employees working past age 65 shall remain part of the core number. Casual employees may be elevated into the core, pursuant to L.O.U. #1 and L.O.U. #2(f), after reaching age 65. **AGREED**

Signed this _____ day of _____, 2009 on behalf of:

The parties agree to hold the amendment and renewal of this letter in abeyance pending the June arbitration on working past age 65. This decision will form the basis of how insured welfare benefits will be treated in this letter. All other items are agreed to as outlined above.

Brewery, Winery and
Distillery Workers Union
Local 300

Brewers' Distributor Ltd.

LETTER OF UNDERSTANDING NO. 4
EMPLOYMENT INSURANCE PREMIUM REDUCTION PROGRAM

**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.

Signed this _____ day of _____, 2003 on behalf of:

Brewery, Winery and
Distillery Workers Union
Local 300

Brewers' Distributor Ltd.

**LETTER OF UNDERSTANDING NO. 5
OPERATIONAL REVIEW COMMITTEE
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 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 needs.
- 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 Committee will be comprised of equal representatives from the Company and the Union, with each side appointing their representatives.

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 _____ day of _____, 2003 on behalf of:

Brewery, Winery and
Distillery Workers Union
Local 300

Brewers' Distributor Ltd.

