

COLLECTIVE AGREEMENT

Between

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

And

GRANVILLE ISLAND BREWING COMPANY LTD.

June 1, 2014 - May 31, 2017

COLLECTIVE AGREEMENT

THIS AGREEMENT entered into effective the 1st day of June, 2014.

BETWEEN:

GRANVILLE ISLAND BREWING COMPANY LTD.

1441 Cartwright Street
Vancouver BC V6H 3R8
(Hereinafter called the "Company")

OF THE FIRST PART

AND:

BREWERY, WINERY AND DISTILLERY WORKERS UNION, LOCAL 300

7128 Gilley Avenue
Burnaby BC V5J 4X2
(Hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH:

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

The general purpose of this Agreement is, in the mutual interest of the Company and employee, to provide for the operation of the Granville Island Brewing site hereinafter mentioned under methods which will further, to the fullest extent possible, the highest level of service to and satisfaction of our customers, economy of operation, the safety and physical welfare of the employees, cleanliness of site and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 1 - DEFINITION

1.01 Whenever herein the expression "Employees" is used it shall mean the personnel in the Company Retail Store only, other than Managerial or Supervisory staff in which is vested the right to hire and discharge personnel. However, it is agreed and understood that:

- a) Should the "Research Development Brewer" require assistance in the brewery or require brewing related work to be carried out in his/her absence, this work will be offered to the person holding the position of Brewer's Assistant. This position will be filled by a Retail Store employee who has the most seniority, willingness, incentive, merit and ability. In addition, the efficient operation of the Company will be given due consideration.
- b) In addition, Retail Store "employees" will conduct regularly scheduled tours and tastings related to tours during regular business hours only.
- c) All food and beverage service related positions will not be included in the Bargaining Unit.

1.02 The Company will supply to the Union a list of all Supervisory personnel, who may occasionally relieve an employee in the Bargaining Unit for a short period or to train or demonstrate.

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

ARTICLE 2 - BARGAINING AGENCY AND RECOGNITION

2.01 Only members in good standing of the Brewery, Winery and Distillery Workers Union, Local 300, shall be employed in the Bargaining Unit, upon completion of their probation period.

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 persons as long as such employment does not cause any layoff to the regular Union members.

2.03 Except insofar as there is any conflict between the terms of this Agreement and the rules of the Company, the employees shall observe the said rules and comply with the lawful instructions and orders of those set in authority over them.

2.04

a) No employee shall be discriminated against or discharged for his/her activity as a Union member, or for serving on a Committee or doing any other work in the interest of the Union. Members shall be granted the necessary time for such work without pay provided notice is given to the Company, and the time required for such work is not unreasonable. When an employee is booked off by the Union on Union business, the Company shall continue to pay their current wage rate, pension and benefits and will be reimbursed by the Union, within 30 days, upon receipt of invoice.

- b) 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) employee to attend arbitration hearings and any other employees who are at the arbitration hearings at the request of the Company.
- c) The Union Executive will be granted a maximum total of six (6) days per year as paid educational leave to attend Union sponsored conferences and seminars deemed to be mutually beneficial to the Union and the Company.

2.05

- a) The Company shall honour a written assignment of wages to the Union.
- b) An assignment pursuant to sub-section (a) shall be substantially in the following form:

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

- 1. Dues of \$_____per_____.
- 2. Assessments of \$_____per_____.

- c) 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 (b) above. A written list of the employees' names, the amounts and descriptions of the above deductions and the 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.
- d) 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.
- e) If an assignment is revoked the Company shall give a copy of the revocation to the assignee.

- f) Notwithstanding any provisions contained in sub-section (a), (b) and (c) hereof, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of any employee unless there are sufficient unpaid wages of that employee in the Company's hand to pay to same.
- g) The Company will indicate on statements of income required for the purposes of taxation by any Government Agency whether Federal or Provincial all Union dues deducted from an employee's wages.

ARTICLE 3 - SENIORITY

3.01

- a) Seniority is defined as the length of an employee's service with the Company, calculated by accumulating the number of hours worked or compensated monthly from the date he/she was first employed, unless his/her seniority was broken, in which event such calculation shall be from the date that he/she returned to work following the last break in his/her seniority.

For the purposes of this section, compensated hours include all hours worked, sick leave, statutory holidays, vacation, WI, LTD, WCB and any paid leaves, or leaves for Union business granted by the Company and/or the Union.

- b) Seniority service records for purpose of permanent layoffs shall not be considered broken by reason of:
 - i) Absence on leave when granted mutually by the Company and the Union.
 - ii) Absence due to seasonal layoff, providing the employee reports to work within seven (7) days after written notice to report has been sent by registered mail or courier to his/her last address registered with the Company; provided that when an employee is recalled to work and does not report the Company may recall the next employee in line, but he/she is subject to being displaced if the first employee does report within seven days. Shop Steward to be notified of recall.
 - iii) Sickness or injury.
 - iv) Active service and/or reserve services in the Armed Forces of the Country.

c) **Procedure Regarding Layoffs and Recalls:**

Step 1

Should it become necessary to reduce the regular work force, all probationary employees must be laid off before any Union members shall be laid off. If a probationary employee is terminated, a reason will be given in writing to the Union.

Step 2

All layoffs shall be made impartially and in strict order of seniority provided the senior employee is willing and able to perform the work required of him/her at the classified rate for the said job. Lay off shall be in order of reverse seniority.

Step 3

When staffs are augmented after layoff, members shall be returned to work on the basis of seniority, the member with the greatest seniority being returned and so on, in that order, providing he/she meets the qualifications for the position.

Step 4

Employees laid off shall receive their record of employment as soon as legally required.

d) **Loss of Seniority**

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

- i) Discharge for just cause.
- ii) Voluntary resignation of the employee.
- iii) Retirement.
- iv) Failure to return to work within five (5) working days from the date of original notice to do so, sent to the last address as shown by the Company records by registered mail. A copy of such letter is to be given to the Union.
- v) Continuous layoff for a period exceeding one (1) calendar year.
- vi) If he/she fails to return to work within five (5) working days from any leave of absence, or if an employee is unable to do so, submit satisfactory evidence to the Company for such inability; or

- vii) If he/she accepts a position with the Company outside the Bargaining Unit he/she will lose his/her seniority if he/she does not return to the Bargaining Unit within sixty (60) days.
- viii) If he or she fails to report to work when called on five (5) or more occasions, in any twelve (12) month period, unless mutually agreed.
- ix) If he/she is absent from work for five (5) consecutive working days without having received prior permission from the Company where that is possible to do so.

3.02 Job Postings

Whenever there is a vacancy for a specialized position, such as Brewer's Assistant, the Company will post a notice for at least five (5) working days soliciting the names of employees who wish to apply. The position will be filled by the Retail Store employee who has the most seniority, willingness, incentive, merit and ability. In addition, the efficient operation of the Company will be given due consideration.

3.03 Seniority Respecting Overtime

Subject to the efficient operation of the Company, it is agreed that in the event it is necessary to work overtime, employees who are working and are capable of doing the work required will, in order of their seniority, be asked first to perform such overtime work.

3.04 New Employees

- a) Pursuant to the provisions of Article 2 hereof, when new persons are employed they shall be deemed to be on a trial basis for the first three hundred sixty (360) hours worked from the day they started with the Company. Such trial period shall be for the purpose of determining the employee's suitability for employment. During such period the employee shall be paid the probationary rate. In the event an employee is dismissed during his/her trial period, the reasons shall be given to the Union in writing.
- b) Once a new employee has completed their three hundred sixty (360) hour trial period, the Company shall deduct from the employee's cheque, an initiation fee in an amount set by the General Executive Board of the Union. Said initiation fee will be forwarded to the Union along with the Union dues, and the Company will list the names of the person paying the initiation fee.

3.05 Probationary Period

- a) When a new employee successfully completes the three hundred sixty (360) hour probationary period, the employee shall become entitled to the benefits and other provisions of the Collective Agreement.
- b) An employee who does not work a total of thirty (30) full or part shifts in a twelve (12) month period shall automatically lose their seniority and employment shall be terminated.

3.06 Restriction of Hours

- a) All employees may restrict 2 blocks of 8 hours for a total of 16 hours in a week if operationally feasible and the Company agrees. These 8 hours blocks do not have to be consecutive, and all restriction selections shall be determined by seniority;
- b) Chloe Dunn and Adrienne Fisher shall be red circled at their current restrictions; however in the event of any change to their current restrictions, they shall be subject to a) above;
- c) Employees must indicate in writing their availability. Employees may change their availability up to 3 times a year at set intervals. The intervals are before or on December 22; before or on April 22; and before or on August 22. The effective date of the change will be 3 weeks after the employees advises of the amended availability, or a shorter period if operationally feasible;
- d) Notwithstanding (a) and (b), the Company may schedule employees who have restricted availability, in reverse order of seniority, for operational requirements.
- e) Employees who restrict their hours to less than 16 hours per week, unless mutually agreed otherwise, shall lose their entitlement to benefits under Article 10.

ARTICLE 4 - HOURS OF WORK

4.01

- a) In recognition of the unique nature of the Retail Store operation, the Company shall be permitted to run seven (7) days a week without penalty. For all employees a week's work shall consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, or three (3) consecutive twelve (12) hour days with pay for forty (40) hours, unless mutually agreed between the Company and the Union. An employee who is ordered to work less than eight (8), ten (10) or twelve (12) hours a day as applicable or less than forty (40) hours a week shall be considered as temporarily laid off.

- b) Work performed in excess of the scheduled shift (8, 10, or 12 hours as applicable), shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours of overtime and double time thereafter.
- c) Overtime shall be voluntary on the part of every employee. However, if no employees volunteer to work overtime, the Company shall schedule required employees, in reverse order of seniority, to work.

4.02 In the event it is necessary to work overtime, the Company shall, wherever possible, provide four (4) hours notice of such overtime.

4.03

- a) Shift scheduling shall provide for at least ten (10) hours elapsed time between the close of each employee's shift and the start of their next shift. If the elapsed time is not granted, the employee shall be paid overtime rates for those hours worked within the ten (10) hour period.
- b) Shift schedules shall be posted on Mondays for work in the following week by 5 p.m. Employees may be posted to start times between 7:00 a.m. and 4:00 p.m., unless by mutual agreement between the Company, the Union and the employee.
- c) The Company shall have the right to change an employee's schedule before Thursday at 12:00 p.m. The Company must notify the employee of any changes by Thursday at 12:00 p.m. An employee may, subject to operational requirements, swap shifts with another employee prior to Thursday at 12:00 p.m. Any requests for shift swaps after Thursday at 12:00 p.m. must be approved in writing by the Company.
- d) If the employee's schedule is changed by the Company after Thursday at 5:00 p.m., or if the Company does not notify the employee in accordance with (c) above, the employee's first changed shift shall be paid at time and one-half.
 - i) The Company will, by email, on Monday, send employees the work schedule for the following week and confirm the final schedule on Thursday by 12:00 p.m.
- e) The foregoing change of schedule premium shall not apply if:
 - i) The change occurs at the request of the employee.
 - ii) The change occurs as the result of a senior employee bumping a junior employee to prevent a layoff.
 - iii) An employee is returning to his/her posted starting time.
 - iv) The change is caused by unscheduled employee absenteeism.

f) It is recognized that the Retail Store is a seven (7) day per week operation. The Company will post shift schedules accordingly. When assigning employees to the schedule, wherever possible, preference will be given in accordance with employee seniority. Notwithstanding the above, employees who restrict their availability to work any schedule, unless mutually agreed, will be subject to Article 3.06.

g) **Call in Procedure**

Employees on the call list will be available for call in between the hours of 7:30 am and 9 am daily. Employees may only refuse work assignments for acceptable personal emergencies or substantiated medical situations. Employees must notify the manager on duty by 8:00 am if they are unable to work their scheduled shift.

The employer will contact employees from the unassigned list by order of seniority. The employee contacted will have 10:00 minutes to respond before the employer can call the next person in line.

h) No changes can be made to the posted schedule by employees (Shift swapping, etc.), without the prior approval of the Retail Store Manager.

4.04 Employees working an eight (8) hour shift will be allowed one half hour off for the midday meal. Employees working a ten (10) or twelve (12) hour shift will be allowed a second half hour off for an additional meal. Subject to the efficient operation of the Company, these meal periods shall be scheduled after the completion of four (4) hours and eight (8) hours worked. The said half hour(s) will be included in the working hours stipulated herein.

4.05

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

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

c) However, in the event of any utilities failure or machine failure beyond the Company's control, employees will not be covered by paragraph (a) Section 5, Article 4 of this Agreement.

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

4.06 Banked Overtime

Employees may elect to bank their overtime in exchange for time off at a mutually agreed time between the Company and the employee. This paid time off may be used for any personal business or may be accumulated to provide time off to be taken during slack periods.

- a) A maximum of forty (40) hours overtime may be banked at any time. Once an employee has reached this maximum, he/she must schedule time off within the next sixty (60) days so that this maximum may be reduced. It is understood and agreed that such scheduling during the prime summer period (June 15 to August 31) shall only be by mutual agreement and shall not be permitted to interfere with the scheduling of other employees vacation entitlement.
- b) Banked overtime records will be the responsibility of the employee and his/her immediate supervisor. Within reason the employee shall have the right to inspect his/her Banked Time record at any time.

ARTICLE 5 - WAGES

5.01 Employees shall be paid the following hourly wages, based upon the number of hours worked since first employed:

	<u>June 1, 2014</u>	<u>June 1, 2015</u>	<u>June 1, 2016</u>
Probation	\$12.09	\$12.33	\$12.58
360 hours	\$15.78	\$16.10	\$16.42
720 hours	\$17.44	\$17.79	\$18.15
1,500 hours	\$18.86	\$19.24	\$19.62

5.02 Premiums

- a) \$4.50 per hour to the senior capable Brewer Assistant for each hour worked bottling and/or labeling.
- b) \$2.50 per hour for each hour worked to the employee performing the bottle line work;
- c) \$2.50 cents per hour for each hour worked to the employee performing the weekly shipping/receiving of beer.
- d) \$.60 cents per hour for each hour or portion worked past 5:00 p.m. on any day.

5.03 First Aid Premium

In the event that an Industrial First Aid Attendant is required by the Company or Worksafe BC legislation, the Company shall post for this position. The successful applicant shall be paid a premium of \$1.00 per hour while on duty as the First Aid Attendant. The Company will provide a maximum of ten (10) days paid leave per year to maintain or upgrade the Attendant's First Aid Certificate.

5.04 Cost of Living Bonus

- a) A triggered C.O.L.A. will be implemented if the inflation rate exceeds six (6) percent during each year that this contract is in effect. For each 0.4 increase in the Consumer Price Index for Canada (1992=100) beyond the six (6) percent figure, wages will be increased by \$0.01.
- b) There will be two C.O.L.A. adjustment dates being the first full calendar week following the C.P.I. issued on or about June 1, 2015 and June 1, 2016.
- c) C.O.L.A. adjustments shall be considered "add-on" on all hours worked only and shall not be deemed part of the employee's standard hourly wage rate for the purpose of calculation of overtime, pension contribution, nor any other benefits provided for in the Agreement.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01

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

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

And all other statutory holidays as may be declared or observed by Federal or Provincial governments.

- b) All employees shall be paid for statutory holidays providing they have worked at least five (5) days during the twenty eight (28) working days immediately preceding the day on which said holiday is observed and the employee has not been absent without permission on the day preceding and the day following the holiday. Employees who do not work forty (40) hours per week shall have their pay for statutory holiday pro-rated in accordance with the following formula:

$$\frac{\text{Hours worked in last 28 days}}{160 \text{ hours}} \times 8 \text{ hours pay}$$

- c) Banking of work on a statutory holiday as part of banked time pursuant to the provisions of article 4.06, Banked Overtime.
- d) All employees who are required to work a regular shift on statutory holidays shall receive time and one-half for their actual hours of work on such holidays and in addition shall be given a day off with full pay at a time mutually agreed upon by the Company and the employee. This provision is applicable upon successful completion of the probationary period.

ARTICLE 7 - VACATIONS

7.01 Vacation Entitlement

- a) All employees in the service of the Company for one (1) year or longer shall be granted vacations and vacation pay as follows:

Length of Service	Vacation Entitlement	Vacation Pay
More than 1 year	Two weeks	4% of gross annual earnings
After 3 years	Three weeks	6% of gross annual earnings
After 5 years	Four weeks	8% of gross annual earnings
After 15 years	Five weeks	10% of gross annual earnings

- b) Vacation entitlement shall be calculated on a common anniversary date of January 1st. The entitlement of new employees shall be pro-rated in their first calendar year.

7.02 Vacation Scheduling

- a) Vacations should be scheduled so as not to interfere with the efficient operation of the store and the Company and employees agree to cooperate in this regard. Employees are to state their selected period from January 1st to March 31st by December 1st of the previous year. The employer will have until December 7th of the previous year to respond. Employees are to state their selected period for April 1st to December 31st on March 1st. The employer will have until March 15th to respond.
- b) In the case of employees receiving more than two (2) weeks vacation, the additional week(s) are to be scheduled outside the period April 1st to September 30th, unless the Company agrees otherwise.
- c) Employees must take their vacation during the calendar year in which they become eligible for such. In special circumstances, employees may carry over up to two (2) weeks of vacation entitlement to the following year provided such holidays are taken by March 31st.
- d) Employees on weekly indemnity or WorkSafe BC benefits that will not be returning to work shall have their accumulated vacation time paid in full.

ARTICLE 8 - SECURITY OF PRINCIPLES

8.01

- a) Wherever possible, all materials and ingredients used by the Company shall be materials, which are processed by Union Labour in respect to their manufacture and subsequent wholesaling and handling.
- b) Subject to the efficient operation of the Company, the Company will not contract out Bargaining Unit work. Any work the Company deems necessary to contract out will be discussed with the Union. The Company will not purposely under staff any department so as to increase the workload where it can "deem necessary" contracting out Bargaining Unit work.

8.02

- a) There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes by the Union while this Agreement is in force and in effect, provided the Company 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 the Agreement for employees to refuse to handle, process or deliver such goods or cross an established bona fide picket line.
- b) The Company shall be entitled to the use of the Union Label during the term of this Agreement provided the Company strictly lives up to the terms of this Agreement.
- c) The parties hereby recognize that all trade secrets and recipes of operation in all respects is a confidence held between the Company and its employees. Any breach of this confidence is subject to discipline, which may include dismissal, and the grievance procedure of this contract.

ARTICLE 9 - GENERAL

9.01 All present amenities now enjoyed by the employees shall be kept in effect.

9.02 Disciplinary Procedures

- a) Employees may only be given a written warning, notice of suspension or be discharged for just and reasonable cause.
- b) Where a written warning, suspension or termination is imposed, the affected employee and the Shop Steward shall immediately be given copies of the disciplinary write up.

- c) Disciplinary records in an employee's personnel file will not be relied upon for future disciplinary action after a period of eighteen (18) months from the date of issuance providing no further discipline occurs for a similar infraction during that period.

9.03 Jury Duty

When an employee is required to appear for selection or serve on a regular or coroners jury, or is subpoenaed as a witness he/she shall be granted a leave of absence for any day so required on which he/she would otherwise have been working and shall receive the difference between his/her straight time rate of pay and the amount received for such jury duties.

9.04 Bereavement Pay

In the event of the death of an immediate relative, as defined herein, employees shall receive a paid leave of absence of not more than three (3) consecutive working days, one of which shall be the day of the service, and shall receive one (1) days pay at straight time rates for each of such days absent on which he/she would otherwise have been working. In special circumstances the employer may grant additional paid or unpaid leaves of absence.

For the purpose of this Section 9.04 "immediate relative" shall mean one of the following: Spouse/Life Partner, Children, Parents, Sister, Brother, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Grandparents, Grandchildren, Sister-in-law and Brother-in-law.

9.05 Job Training and Re-Training

- a) New employees being trained shall be considered supernumerary to the department and shall, wherever practicable, have their training on consecutive days. New employees will be familiarized with available training manuals, product knowledge sheets, basic cash register procedures and the brewing processes and facilities.

New employees will be introduced and informed of the Company rules and operations by Management, in the presence of a Shop Steward.

Upon completion of the new employee's basic training, the new employee and store Manager, in conjunction with the trainer, will complete the new employee checklist.

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

Employees being trained on other jobs shall be considered supernumerary to the department and shall, wherever possible, have their training on consecutive days rather than on an intermittent basis. It is understood and agreed that such employees shall continue to receive their current rate of pay until such time as they successfully complete their training. Thereafter, they shall receive the appropriate job rate when assigned to that position.

- c) Employees will be eligible for refund of tuition costs (including prescribed textbooks) of educational courses provided that:
 - i) The course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee, and;
 - ii) The course is likely to contribute to the employee's performance or advancement within the Company, and;
 - iii) The employee offers proof of successful completion of the course.
- d) Employees may be required to complete training courses as outlined by the Company (i.e. Superhost, Sales Training Courses, etc.). These courses will be paid for by the Company, and the employees will be paid for their time attending these courses, which will be mutually agreed by the employee and the Company.
- e) Employees who act as trainers shall be provided with scheduled training time separate from their normal store duties where necessary to train on core procedures, such as beer shipping and receiving, and wine receiving and storage procedures;
- f) Completion of training and sign-off to ensure all new employees are fully trained.

9.06 Safety and Health

- a) It shall be the objective of the Safety and Health Program to eliminate accident and health hazards. The Company shall provide, wherever possible, a place free of recognized physical and health hazards in accordance with WorkSafe BC, Act and Accident Prevention Regulations.

- b) Each employee undertakes to wear the protective equipment made available by the Company and to adhere to the Accident Prevention Rules and Regulations. Failure to do so will result in disciplinary action.
- c) A joint Health and Safety Committee shall be established in accordance with the Workers Compensation Act and Regulations.
- d) All protective equipment shall be supplied free of cost with the exception listed below where the costs will be shared:
 - i) Upon the presentation of appropriate receipts for the purchase of safety shoes or boots, the Company will reimburse an employee up to a maximum of \$200.00 per year, for employees who have worked 24 hours or more per week. Employees who have worked less than 24 hours per week shall be reimbursed \$150.00 per year, upon successful completion of the probationary period.
- e) The Company will provide each employee, upon completion of the probationary period, an allowance of \$100.00 once per year towards the purchase of appropriate work pants or jeans.
- f) The Company shall provide proper lunchroom and sanitary conditions for all employees.

9.07 Work Breaks

The Company shall give employees a paid work break of fifteen (15) minutes, one (1) in each half of their regular shift. The employees will be given a fifteen (15) minute paid break on overtime hours if overtime hours are expected to last one (1) hour or more.

9.08 Overtime Meals

When an employee is requested to work more than two (2) hours of unscheduled overtime he/she shall have the option of receiving a meal allowance of \$15.00 cash or a hot meal of equivalent value.

ARTICLE 10 - BENEFITS

10.01 The Company shall pay the premiums for insurance policies or plans to provide the following benefits to employees who have qualified.

10.02 Eligibility

Employees who have passed their probationary period are eligible for the benefits specified, subject to maintaining their availability under Article 3.06.

10.03 Life Insurance

- a) Each eligible employee shall be insured for \$45,000.00.
- b) Each eligible employee shall be insured for \$45,000.00 in case of accidental death or dismemberment.

10.04 Medical, Surgical and Hospital

- a) The Company shall pay the BC MSP premium for all eligible employees.
- b) **Extended Health Benefits**

A detailed description of the benefits in this plan, as provided to the Union in the meeting of September 27, 2006, will be provided to the Union and each employee in a new benefit booklet.

10.05 Dental

A detailed description of the benefits in this plan, as provided to the Union in the meeting of September 27, 2006, will be provided to the Union and each employee in a new benefit booklet.

10.06 Sick Leave

- a) Effective January 1st, 2007 and each January 1st thereafter, employees shall be credited with the following paid sick time:

Hours worked in the previous calendar year	Hours of Paid Sick Leave for use in current calendar year
360 or more hours	24 hours
720 or more hours	40 hours
1500 or more hours	56 hours

- b) An employee will be paid the number of hour's sick pay, corresponding to the number of hours for which the employee was scheduled on the day or days for which the sick pay is to be used.
- c) The Company, in its discretion, may appoint a doctor to examine the employee. Abuse, misrepresentation or any misuse of sick leave shall be sufficient grounds for dismissal. The Company reserves the right to request a doctor's certificate covering any sickness claim. Should there be suspected abuse the employer may ask for a doctors certificate for proof of absence.

e) **Sick Leave Payout**

Employees who have not used more than 50% of their sick time at December 31st shall be paid out at 100% for all unused hours. Employees who have used more than 50% of their sick time at December 31st shall be paid out at 50% for any unused hours.

10.07 Short and Long Term Disability

- a) Where an employee is disabled due to a sickness or non-occupation accident, a weekly benefit amounting to 66 2/3% of wages (applicable classified hourly rate X employee's average weekly hours in the 8 weeks prior to onset of disability) will be paid to an employee who is off work and under the care of a Doctor.
- b) The Company will provide Long Term Disability Insurance equal to 66 2/3% of wages (applicable hourly rate X employee's average weekly hours in the 8 weeks prior to onset of disability) commencing the twenty seventh (27th) week of disability and continuing until age sixty-five (65).
- c) Employees drawing benefits under either the Weekly Indemnity or Long Term Disability Plans shall have their benefit rate adjusted in accordance with any negotiated wage increases that occur during the first one hundred and four (104) weeks of disability. Thereafter, their benefit rate shall be 66 2/3% of the job rate in effect at the one hundred fourth (104th) week.

10.08

- a) An employee whose service with the Company has been terminated shall immediately have his/her benefit coverage cancelled. In the case of a temporary layoff, benefits will cease after ninety (90) days of layoff.
- b) Employees whose benefits have been discontinued due to temporary layoff as outlined in (a) above shall be reinstated to full benefit coverage immediately after completing eight (8) hours work in the bargaining unit.

- c) The Company shall endeavor to inform employees on layoff as to the date benefit coverage will cease.

10.09 Pension Plan

The present retirement plan for employees of Granville Island Brewing Co. Ltd. to be transferred to the Brewery, Winery & Distillery Workers Pension Plan as a new sub-group under the following terms and conditions:

- a) Type: Money Funded Purchase Plan.
- b) Administrated - By the Union or its designate.
- c) Eligibility - After completion of 1,500 hours worked.
- d) Mandatory participation for all employees.
- e) Vesting - Full vesting upon membership in the pension plan.
- f) Contributions - Jointly funded in the following manner:
 - i) Employee Portion: 5%
 - ii) Employer Portion: 5%
- g) The employee portion shall be automatically deducted from his/her pay cheque.
- h) The employer shall forward both the employees and the employer's portions together with a detailed accounting of each employee's entitlement to the Union office within five (5) days of the pay period.
- i) The Company will contribute to the Union one-half of one percent of eligible payroll for administration of the Plan.

10.10 Maternity Leave

- a) The Company will provide maternity leave of absence without pay, as outlined in Section 30 of the Employment Insurance Act.
- b) Upon return to work from said leave, employees shall be reinstated to their former job at the applicable rate. Their seniority will be calculated as follows:
 - i) For the purpose of calculating seniority, if the employee took six (6) months maternity leave, the Company will use the previous six (6) month's hours worked. If the employee took twelve (12) months maternity leave, the Company will use the previous twelve (12) month's hours worked.

- ii) The number of hours calculated in (a) above shall be added to the number of hours the employee accrued before they went on maternity leave. This total will determine the employee's seniority upon their return to work.
- iii) With the understanding that the current E.I. legislation is a minimal coverage.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** Shop Stewards, all of who shall be regular employees of the Company, shall be elected by the Union and recognized by 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 Stewards.
- 11.02** The Union agrees to advise the Company of the names of the Shop Stewards, in writing, and also of any changes from time to time.
- 11.03** In case a grievance arises, the parties hereto 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/her Shop Steward who shall immediately request time off from his/her Supervisor in order to take up the matter if the case is urgent. If the case is not urgent, it shall be taken up at the end of the shift. The Shop Steward with or without the aggrieved person shall take up the matter with the Supervisor. Failing a satisfactory settlement, the grievance shall be put in writing on the grievance forms supplied by the Union and shall be signed by the aggrieved and the Supervisor. The Supervisor shall give his/her answer within twenty four (24) hours (Saturdays, Sundays and holidays excluded) of the grievance being raised, after which the second step may be invoked.

Step 2

As soon as reasonably possible thereafter, the grievance shall be taken up between the Shop Steward with or without the aggrieved person and the employee's Retail Store Manager. Maximum delay for settlement, forty eight (48) hours (Saturday, Sunday and holidays excluded) from the institution of this step, the Retail Store Manager's answer to be made in writing within such period.

Step 3

As soon as reasonably possible thereafter, the grievance shall be taken up between the Stewards (with a representative of the Union if so desired by the Union) and the Manager (with a representative of the Company if so desired by the Company). Maximum delay for settlement, seventy two (72) hours (Saturdays, Sundays and holidays excluded) from the institution of this step.

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

The time limits specified in Steps 1, 2 and 3 may be extended by written agreement between the parties. The Chief Steward, 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.

Step 4

Any grievance which has been properly processed through the preceding steps of the grievance procedure without being settled may be submitted to a sole arbitrator. If the parties are not able to agree upon an arbitrator, s.86 of the Labour Relations Code shall apply.

The arbitrator shall be requested to render a decision within a period of one (1) month following the constitution of the Board. The decision of the arbitrator shall be final and binding on both parties to this Agreement. The arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof.

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

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

Each party shall bear one-half of the expenses of the arbitrator.

In view of the orderly procedure arranged for the settlement of grievances, the parties hereto agree, each with the other, that:

- a) There shall be no striking on the part of the Union or lockout of employees on the part of the Company during the processing of any grievance or arising out of an award of an arbitrator determining the same.

ARTICLE 12 - ADJUSTMENT, RETRAINING AND SEVERANCE PAY

12.01 If the Company 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 Company 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 Company and the 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.

12.02 Employees whose jobs are eliminated as the result of a measure, policy, practice or change shall be eligible:

- a) For retraining for new jobs (if applicable), such retraining to be provided by the Company without cost to employees, but employees must become capable of doing the new job within thirty (30) days (or such longer period as may be agreed by the Company and the Union); or
- b) To bid for alternative employment within the plant, subject to the job posting, job training and seniority provisions of the Collective Agreement; or
- c) For severance pay in accordance with Article 13.

ARTICLE 13 - SEVERANCE PAY

- a) Employees permanently laid off for lack of work, technological improvements, or changes in production methods or processes, including the method of shipping, receiving or handling of materials or products, the closing of a department or plant or part of a department are entitled to a severance allowance in accordance with the following conditions. A permanent layoff within the meaning of this Article is a layoff that is expected to last for a period of at least twelve (12) months.
- b) An employee may, at any time during the layoff, take his/her severance allowance or continue in such status until his/her layoff exceeds twelve (12) months and then take his/her severance pay, but in both cases, he/she ceases to be an employee of the Company when the severance allowance is paid.
- c) Severance payments shall not be made:
 - i) To employees who are discharged for just cause.
 - ii) To employees who voluntarily resign.
 - iii) To employees who are retiring on pension.
- d) Severance pay shall be paid as outlined in the following table:

Seniority	Days of Pay
1 but less than 2 years	15 days
2 but less than 3 years	20 days
3 but less than 4 years	25 days
4 but less than 5 years	30 days
5 but less than 6 years	35 days
6 but less than 7 years	40 days
Up to 15 years and 85 days.	
16 years and up	at the rate of 6 days pay per year of seniority.

ARTICLE 14 - DURATION OF AGREEMENT

14.01 This Agreement shall remain in full force and effect from June 1st, 2014 until May 31st, 2017.

14.02 The provisions of Sections 50(2) and (3) of the Labour Relations Code are excluded.

14.03 During any period when collective bargaining negotiations are being conducted between the parties, the present Agreement shall continue in full force and effect until:

- a) The Union commences a lawful strike, or
- b) The employer commences a lawful lockout; or
- c) The parties enter into a new or amended Agreement.

Signed this 17th day of June, 2014.

FOR THE COMPANY

Shelly Tripp
Vern Lambourne

FOR THE UNION

Gerry Bergunder
Jesse Benison
Jennifer Peterson

**LETTER OF UNDERSTANDING #1
RE: BREWHOUSE WORK**

It is hereby agreed and understood that the Union has voluntarily ceded its jurisdictional rights over the Brewing and Brewhouse related work, but only on the understanding that said work will be utilized solely for marketing and experimental purposes and that this equipment shall not be utilized to augment the Granville Island Brewing Company brands brewed in Vancouver Molson/Coors, BC.

FOR THE COMPANY

Shelly Tripp
Vern Lambourne

FOR THE UNION

Gerry Bergunder
Jesse Benison
Jennifer Peterson

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