

**COLLECTIVE
AGREEMENT**
Between

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

and

**MISSION HILL VINEYARDS
Mission Hill Road
West Kelowna BC**

January 1, 2015 - December 31, 2018

COLLECTIVE AGREEMENT

BETWEEN

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DISTILLERY WORKERS UNION
LOCAL 300**

AND

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COLLECTIVE AGREEMENT

Made and entered into at Kelowna, in the Province of British Columbia, on the 20th day of July, 2015:

BETWEEN:

**MISSION HILL VINEYARDS,
Mission Hill Road
West Kelowna BC**

(hereinafter called the "Company")
OF THE FIRST PART

AND:

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

(hereinafter called the "Union")
OF THE SECOND PART

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 herein the expression "employees, journeyman, help or men" is used, it shall mean the personnel in all departments of the Company other than management personnel, sales staff and those excluded by the Labour Code of British Columbia.

1.02

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

ARTICLE 2 - BARGAINING AGENCY AND RECOGNITION

2.01

Only members in good standing of Local Union 300 shall be employed in all departments of the Company save those employees coming within the exceptions set forth in Article 1.01, hereof.

Prior to hiring new employees, the Employer shall notify the Union of the operational need and the

Union will submit names from the availability list for the Employer to consider.

The Employer may reject certain members on the list due to suitability or qualification and hire externally as long as such employment does not cause any layoff to the regular Union members. The Employer will provide reason(s) for the rejection if so requested by the Union.

2.02 Permit Card Holders

Should the Union at anytime 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.

Once a permit card is issued to an employee, such permit card shall remain valid unless the Union provides ten (10) day's written notice of cancellation or the employee's employment is terminated by the Company.

2.03 Bargaining Unit Work

Supervisors and other persons outside the bargaining unit shall not perform work at the Company's West Kelowna production facility which is included in the bargaining unit, except for the

purpose of instruction, product experimentation, quality control, or in emergency situations.

"Bargaining unit work" means "hands on" production work in any department outlined in Clause 3.21, and includes working on the line, running machines, and making line and equipment adjustments, installations, and picking off product that has a quality defect on a non-incidental basis.

"Bargaining unit work" does not mean work for the purpose of instruction, production experimentation, quality control, or in a situation that requires equipment to be shut down i.e. where equipment is about to cause product damage or creates a safety risk. The Company will ask bargaining unit employees to attend to situations that are not the above examples.

2.04 Management Rights

The Employer shall have the exclusive right to manage the operation and services subject to the provisions of this Agreement.

The Employer has the right to make and alter rules and procedures to be observed by the employees.

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.

2.05 Union Activity

No employee shall be discriminated against or discharged for his lawful activity as a Union member, or for serving on a committee or doing any other work in the interest of the Union.

Employees required to leave their job assignment to attend to Union business shall be required to immediately inform and obtain permission from their immediate supervisor and inform them of the approximate time that will be required away from the job assignment. Should the immediate supervisor not be available, then the employee will notify and obtain permission from the supervisor on duty. The Company will arrange a replacement worker when a Union representative is called from his job.

The Employer will pay for elected Union representatives to attend regular Union Committee Meetings. The Union will pay daily wages, Medical, Dental, Life, A.D. & D. and Pensions, when invoiced by the Company.

2.06 Union Dues

- (a) The Company shall deduct from every pay of each employee, covered by this Agreement, a sum in the amount of the dues and duly authorized assessments of the Union.

The Company will indicate on the employee's annual T-4 slip the amount of Union dues paid during the year.

A written list of the employees' names and the relative amounts so deducted shall be submitted by the Company to the Union financial secretary not later than the 12th of the month following the month in which the dues and assessments were deducted.

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

- (b) Notwithstanding 2,06 (a), 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.

- (c) The Company shall provide each employee's gross earnings on the same form as the Union dues remittance.

2.07 Contracting Out

The Employer shall not enter into any new contracting out arrangements for work which could normally be considered as coming within the bargaining unit while employees who have completed their probationary period are on temporary layoff and are able to perform the work in question. It is understood and agreed that work performed under contract or licence to the West Kelowna Facility or products of the Company produced or bottled at other plants is not within the jurisdiction of the Mission Hill production facility certification and will be subject to the Letter of Understanding, Shift Utilization and Offsite Bottling.

2.08 Labour Management Committee

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 cooperative 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 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 break in his seniority.

3.02

Absence due to seasonal layoff, which does not exceed twelve (12) months duration and for which no termination pay was received, shall not be regarded as a break in seniority service. Recurring unavailability of an employee will be discussed by the Plant/Management Committee, and may result in dismissal of the employee.

3.03 Loss of Seniority

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

- (a) Discharge for just cause.
- (b) Voluntary resignation of the employee.
- (c) Retirement in accordance with the Company's retirement policy.
- (d) Failure to return to work within the week from the date of original notice to do so sent to the last address as shown by Company records and Union's records. Copy of such notice to be given to the Union.
- (e) Continuous layoff for a period exceeding one calendar year or if the employee takes severance pay.
- (f) Notwithstanding (e) above, an employee who was hired after April 1, 1998 and is laid off for thirteen (13) consecutive weeks in their first year of employment with the Company. This provision will not be utilized in such a way that it would be the cause of the layoff of non-seasonal or non-casual employees. This clause will only be used once, except for seasonal/casual employees hired during the crush.
- (g) If he accepts gainful employment while on a granted leave of absence without the

Company's and the Union's consent in writing.

- (h) If he fails to return to work within three (3) working days from any leave of absence, or if he is unable to do so, submit suitable reason to the Company accompanied by written proof, if required.
- (i) Employees who are promoted from the bargaining unit into a Company position shall have the right to return to their former job without loss of seniority for up to ninety (90) working days from the date of promotion. After ninety (90) working days, they shall forfeit all seniority rights.
- (j) When the following shifts are in operation, employees must make themselves available for potential work assignment during the hours listed below:

Days 6:00 a.m. to 9:00 a.m.

Afternoons 2:00 p.m. to 4:00 p.m.

Graveyards 2:00 p.m. to 4:00 p.m.

An employee contacted during the above hours that refuses assignments on four (4) separate occasions during any six (6) month

period will cease to be an employee. Calls outside these hours where the employee is unavailable will not count in the calculation as set out above.

3.04 Layoff Procedure

The provisions of Article 5.07 hold precedence over the layoff potential herein contained. The Employer will attempt to provide as much notice as possible understanding that employees and their families will be impacted by the layoff.

STEP 1

Should it become necessary to reduce the regular working force, all permit card employees must be laid off before any Union member shall be laid off.

STEP 2

If a further reduction of staff is necessary, the departments involved shall be reduced in reverse order of seniority within the department and those displaced from a department shall either be reassigned or laid off as outlined below.

STEP 3

The layoff of employees shall be in accordance with plant seniority with the last employee hired being the first laid off, and so on, providing the more senior employee is willing and able to perform the duties required. For the purpose of this Article able to do the job means having the necessary skills to perform satisfactorily the required duties.

3.05 Bumping Rights

Employees shall not be allowed to bump or replace an employee in a higher classification due to layoff except where the affected employee has performed successfully at that higher classification at the Company's West Kelowna facility during the past two (2) years. Where an employee requests to bump from one department to another, he is required to advise the Company and the Union, giving twelve (12) hours notice of intention. Such notice shall be given to the Company during normal office hours of the Company.

Any employee wishing to exercise his bumping rights must bump the most junior employee and be able to perform the job duties of the position.

An employee who previously stepped down from a posted position, as set out in Article 3.10 of this Agreement, may not by way of this provision bump into the position he stepped down from. This does

not apply in the situation where an employee posts out of a position.

When recalling employees following a complete shut down of operations (e.g. Article 7.08), such employees will be recalled on a department by department basis without regard to this Article.

3.06 Recall

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 first and so on, in that order, providing they are willing and able to perform the required duties.

3.07 Severance Pay

Employees permanently laid off for lack of work due to technological improvement 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 or longer.

- (a) The Company shall give the Union written notice of no less than thirty (30) days if any of the improvements or changes described herein are to take place; such notice shall describe the nature of such improvement or changes, specify the approximate number of people to be affected and state the expected date of implementation.
- (b) Where possible, the Company shall advise the Union in advance if a permanent layoff, as provided in Article 3.03(h), is to take place.
- (c) An employee may at any time during the layoff take his severance allowance or continue in such status until his layoff exceeds twelve (12) months and then take his severance pay but, in both cases, he ceases to be an employee of the Company when the severance allowance is paid.
- (d) Severance payments shall not be made:
 - 1. to employees who have not completed their probationary period.
 - 2. to employees who are discharged for just cause.
 - 3. to employees who voluntarily resign.

- 4. to employees who are retiring on pension.
 - 5. in the event of closing due to acts of God, public enemy, war, disaster beyond the control of the Company.
 - 6. to permit card holders.
- (e) Severance pay shall be paid as outlined in the following table. For the purposes of this Article, one year's service shall be defined as 1,500 hours worked.

YEARS OF SERVICE	SEVERANCE PAY
One (1), but less than two (2)	Two (2) weeks
Two (2), but less than three (3)	Three (3) weeks
Three (3), but less than four (4)	Four (4) weeks
Four (4), but less than five (5)	Five (5) weeks

And so on for each subsequent year of service. Employees with fifteen (15) or more year's service shall accrue an additional three (3) days severance for each year of service to a maximum entitlement of fifty two (52) weeks.

- (f) The weeks of severance pay plus earned vacation will not exceed the number of weeks remaining to the employee's normal

retirement date. This arrangement shall not apply to employees retiring without pension benefits.

3.08 New Employees: Probation Period

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

- (a) A Union member is deemed to be on probation with the Company for a period of forty five (45) days worked. Such 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 and shall enjoy all other benefits of this Agreement.
- (b) If not a member of the Union but skilled in the job category for which the new employee is employed, be deemed to be on probationary period for the first forty five (45) days worked from the day he started with the Company. Such 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 and shall enjoy all other benefits of this Agreement.

- (c) If not a member of the Union and not skilled in the job category for which the employee is employed, be deemed to be on probationary period for the first sixty (60) days worked from the day he started with the Company. Such period will be for the purpose of determining the employee's suitability for employment. Such employee 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) If an employee is dismissed during the probationary period, the specific reasons for such dismissal shall be given to the Union in writing.
- (e) All new employees shall be given a one (1) day orientation period during which they shall be supernumerary to the department. The purpose of this period is to ensure new employees are properly trained in compliance with the accepted operating procedures and the Occupational Health and Safety regulations of the WCB. In addition the employee will be introduced to a Union rep who is currently on shift.

3.09 Seasonal/Casual Employees

The following are the terms applicable to employees hired by the Company for work at the West Kelowna Production Facility to fill seasonal or temporary personnel requirements.

- (a) The Company agrees to follow the provisions of Article 2 when hiring personnel for seasonal or temporary assignments.
- (b)
 - (i) Employees hired to fill seasonal temporary personnel requirements shall accrue seniority.
 - (ii) If the employee works more than ninety (90) days seven hundred and twenty (720) hours in any twelve (12) month period then he will be eligible for a classification as General Labourer and be paid accordingly.
 - (iii) At any time the employee will be eligible to apply for open postings.
- (c) Employees shall be called in for work in order of their seniority. Employees who are called in and refuse work on three (3) consecutive occasions may be removed from the seniority list.

- (d) All new employees hired under this Section shall receive the following rates as specified;
 - (i) Those hired under the Permit Card Article 2.02 as Permit Card Holders will receive the rate of thirteen dollars and seventy five cents (\$13.75) per hour. If the person successfully qualified under Article 3.08 (Probation Period) he will then be assigned to the Seasonal or Temporary classification.

3.10 Job Posting

- (a) Should an employee wish to step down from the posted position, the employee shall notify the Company in writing. The Employer may require the employee to continue in the position until a suitable replacement is selected.

The resulting vacancy will be posted in accordance with this Article within seven (7) calendar days of the employee wishing to step down.

- (b) Whenever a job vacancy or a new job is created the Company shall post a standard notice on the bulletin board in each department for at least five (5) consecutive

bottling days, soliciting the names of employees who wish to apply to fill such vacancy. A copy of the said notice shall be given to the Shop Steward(s) two (2) days prior to date of posting and a copy of the posting will be mailed to all employees that are:

- (a) on the call-in list.
- (b) on WCB benefits.
- (c) on WI benefits.
- (d) on an approved Leave of Absence.
- (e) on Employment Insurance benefits.

Employees, prior to going on approved vacation, will indicate in writing on their vacation request form his/her desire to be considered for particular postings while they are on vacation.

- (c) The standard application form to be used for posting on the bulletin board shall specify the type of job vacancy, minimum qualifications, outline of work required, and where possible, the approximate conditions of temperature

and humidity to which the employee will be exposed.

- (d) Within three (3) months of ratification of this Agreement, the Employer will provide copies of the employee job descriptions to the Union.

3.11 Posting Application

In addition to providing a copy of the posting to employees on WI or WCB, the Employer will attempt on two (2) separate days to contact the employee by phone in order to confirm if he/she is interested in applying for the posting.

3.12 Relief Positions

Back-up training will be provided as Relief Positions. Positions will be posted by the Company, and employees selected pursuant to Article 3.14. When the Company deems relief assistance is necessary, it shall assign the senior employee holding the Relief Posting.

Lead Hand relief positions must come from within the department.

The Relief person scheduled will be paid at the higher classification when transferred to the position for more than one (1) hour at any one (1) time and

paid for the number of hours worked in the scheduled relief position.

3.13 Number of Postings

An employee shall be entitled to hold no more than one (1) permanent posting and one (1) relief posting.

3.14 Selection

A vacancy or new position shall be filled by the applicant who has the most seniority, providing he meets the qualifications for the position as well as shows willingness, initiative, merit and ability. In addition the efficient operation of the Company will be given due consideration.

In the case of training on other jobs, the Company will post the training job for a period of five (5) working days.

Notwithstanding the foregoing, the Company may temporarily assign any employee to do any job. Nothing in this Section shall abrogate the right of any employee having greater seniority to submit a grievance if he feels that he has been discriminated against as a result of any such promotion.

In the departments of Cellar and Bottling there shall be stepped advancement, whereby applicants for higher job classifications must meet the following requirements.

- (a) **Cellarman 2:** must have successfully completed the trial period as a Cellarman 3.
- (b) **Cellarman 1:** must have successfully completed the trial period as a Cellarman 2 and should have at least 1 year experience as a Cellarman 2.
- (c) **Machine Operator 1:** must have successfully completed the trial period as a Machine Operator 2.
- (d) **Machine Operator 2:** must have successfully performed in the general labourer or seasonal classifications.

3.15 Selection Grievance

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 differences arise, be dealt with under the Grievance Procedure, Article 9 of this Agreement starting with Step 2 of Section 4 thereof.

3.16 Promotions

Notwithstanding anything herein contained, it is understood and agreed that promotions to better paid jobs or to better jobs at the same rate of pay shall be based on seniority with willingness, initiative, merit, ability, minimum qualifications and the efficient operation of the Company being given due consideration. Nothing in this Section contained shall abrogate the right of any employee having greater seniority to submit a grievance if he feels that he has been discriminated against as a result of any such promotion.

3.17 Training

- (a) The applicant selected shall be given a one (1) week training period which shall not count towards the trial period, with the exception of postings in the Cellars and Bottling Room where the training period shall be as follows:

Cellarman 2:

100 hours - within a four-month period.

Cellarman 1:

100 hours - within a four-month period.

Machine Operator 1:

Although training time will depend on the employees' initial skill level, completion of training will occur when the individual has qualified on all line changeovers and all predetermined maintenance tasks as agreed between the parties.

Machine Operator 2:

80 hours - within a six month period, on a minimum of 75% of the machines in the Bottling Room, and; Five (5) shifts on line setup of the various wine and cooler/cider lines. These hours are to be consecutive and will occur on the first day of each line change.

Maintenance: 80 hours

Lab Technicians: 80 hours

Sanitation: 80 hours

Fork Lift Operators:

40 hours plus an Employer recognized fork lift training program.

- (b) Where there are multiple trainees, the most senior applicant will complete his training prior to the training start of a second applicant, unless the more senior trainee is on a valid leave.

- (c) The applicant shall be notified in writing, with a copy to the Union, upon successful completion of the training period.
- (d) An employee on training may be called to work outside of the seniority scheduling rules. Seniority bumping will not be permitted and the employee shall remain in that position until the training period is completed.
- (e) Training to commence within twenty (20) days of posting being awarded, wherever possible.
- (f) Training to be consecutive days, wherever possible.
- (g) Trainee may be scheduled out of seniority providing trainee is supernumerary to department. This provision does not apply to the trial period referred to in Article 3.18.

3.18 Trial Period

After the completion of the training period referred to above, the successful applicant shall be given a thirty (30) day (240 hour) trial period to prove his suitability. If he has been determined by the Company to be unsuitable, he will be returned to his

former job subject to discussion between the Union and the Company. He will have the right to return to his former job within this trial period. In addition, unless agreed to by the Company, such employee shall not be allowed to again post on the position he was removed from until a period of eighteen (18) months have passed since his return to his former job.

Should an employee fail to achieve suitability, then the Company will select, from the previous posting list, the next person meeting the prerequisites.

This selection process may occur up to a total of two (2) times after which the job will be reposted.

3.19 Training/Trial Rates

During the training period and the trial period, he shall be paid at the rate of pay he was receiving prior to the awarding of the job posting.

3.20 Selections

Before selecting employees for training on other jobs, the Company will post the training job for a period of five (5) working days. With qualifications for the training job being given full and primary consideration, employees having the greater seniority shall be given preference. Notwithstanding the foregoing, the Company may temporarily assign any employee to do any job.

3.21 Departments

The following groups shall be recognized as "departments" and "sections" whenever the word is used throughout this Agreement:

a) **Packaging Department**

- i. Bottling Section
- ii. Warehouse Section
- iii. Sanitation Section

b) **Cellars Department**

c) **Laboratory Department**

- i. Lab Tech Section
- ii. Lab Microbiologist Section

d) **Maintenance Department**

- i. Electrician Section
- ii. Mechanical Section

New departments that may be established which fall under the jurisdiction of the certification shall be added to the above-listed departments.

ARTICLE 4 - HOURS OF WORK

4.01 Regular Hours

- (a) Regular hours of work shall be eight (8) hours per day, forty (40) hours per week Monday through Friday, unless otherwise mutually agreed.
- (b) Wherever the term "day" is referred to it means eight (8) hours worked.

4.02 Graveyard Shift

In the event operational requirements are such that the cleanup and/or maintenance crew must work a graveyard shift, and where the employee concerned agrees, the Company may schedule the shift on a Tuesday to Saturday basis without penalty. It is understood this provision does not apply to production shifts except as provided for elsewhere in the Agreement (i.e., Crush time).

4.03 Start Times

With respect to the bottling employees, every effort will be made to standardize the start times as follows:

Day Shift: Normal start time 7:00 a.m., and no later than 9:00 a.m.

Afternoon Shift: Normal start time 3:00 p.m., and no later than 5:00 p.m.

Night Shift: Normal start time 11:00 p.m., and no later than 1:00 a.m.

This clause shall not result in employees receiving any additional premiums for shifts that overlap into Statutory Holidays, Saturdays or Sundays.

4.04 Shift Schedules:

(a) A tentative shift schedule will be posted on Wednesday for the week following.

The approved shift schedule will be posted by noon on Friday for the week following.

(b) At the option of the employee if a shift change is scheduled with less than twenty four (24) hours notice and he wants to work the respective shift he can respectively do so at no penalty to the Company.

(c) Wherever the Company intends to change the starting and stopping times of a shift schedule within the limits shown in Article

4.03 above, the Union shall be given no less than five (5) days advance notice.

- (d) An employee will be paid at the rate of double time for all work required in any day prior to his regular posted starting time or after his regular quitting time.
- (e) Employees changing shifts shall be given not less than ten (10) consecutive hours off and if such ten (10) hours off does not allow an employee to work an eight (8) hour day, forty (40) hour week, the employee will be paid for an eight (8) hour day, forty (40) hour week, at current pay rates.
- (f) Where multi-shift schedules are required, every effort will be made by the Company to assign employees on a two (2) week rotation basis and in the case of the bottle shop on a one (1) week rotation basis.
- (g) In the event it is necessary to work overtime the Company shall, wherever possible, provide two (2) or more hours notice of such overtime. Employees shall not be compelled to work overtime but may volunteer to do so.

Notwithstanding the foregoing it is understood and agreed that employees are expected to work overtime for periods of less

than one (1) hour for the purpose of finishing off job assignments, Cellar blends, or production runs. No reasonable request to leave at the end of the shift will be denied.

In the event sufficient employees do not volunteer to work overtime, then the necessary employees shall be obtained in accordance with Article 4.10(c). It is agreed that the Union shall supply competent help as provided elsewhere in this Agreement.

- (h) With the exception of Article 4.02 above and Crush schedules, the premium rate of double time shall be paid to all employees for all work performed on Saturday and/or Sunday.
- (i) The Company will be held harmless if beyond the control of the Company, it is necessary to reduce the hours of work and an employee with seniority receives less hours than an employee working on another shift on the same scheduled day.
- (j) Management shall ensure that all employees required to change starting times or shift schedules shall be advised in person or by phone message.

4.05 Crush Period

There shall be a Pre-Crush meeting between Management and the Plant Committee to discuss plans for the crush period. Crush shall cover a period of eighty-five (85) days from first arrival of grapes.

- (a) The crush operation, comprising of fruit crush, fermentation and pressing, shall be an extension of the Cellars Department. Inside crush work will be filled by employees holding positions in the cellar or may be assigned to other employees who have signed the crush posting for general cellar work.

- (b) The seniority list will be posted thirty (30) days prior to the anticipated start of crush. Employees will be asked to indicate:
 - 1) Willingness to work during Crush in the positions of Crush Operator/General Labour.

 - 2) Willingness to work during Crush in the position of Crush Operator/General Labourer in case of layoff only; or

- 3) Willingness to work during Crush in the position of Forklift Driver (regular);

If the postings do not secure the required number of employees to fill the remaining positions, the Company will then assign the remaining positions to permanent employees by reverse order of seniority.

- (c) Shift schedules for the crush crew will be arranged to handle the incoming grape supply quickly and efficiently in order to reduce the possibility of spoilage. During this period it may be necessary to vary starting times to accommodate for early arrival or delays in grape shipments or variations in fermentation time. The starting time of shifts may be varied given a minimum of twelve (12) hours notice. Where crush and fermentation schedules make it necessary, a second or third shift may be manned from this crew without penalty providing no less than the required notice is given.
- (d) When there is crush work that must be performed and no crush crew is scheduled for the shift, then employees who have

indicated their willingness to work the Crush in accordance with (b) above will be utilized.

When there is a shortage of crush work during the shift, employees scheduled on the crush crew shall work their scheduled hours by:

- (i) being assigned alternate work if available; or:
 - (ii) exercising their seniority to bump back into their regularly scheduled position, providing the employee has clean work wear; or:
 - (iii) at the option of the Company, be assigned to other plant clean-up duties.
- (e) An employee called in to work, and subsequently bumped, must have worked a minimum of four (4) hours, and the bumping shall not result in unscheduled overtime.
- (f) In the event of the cancellation of a Bottling or bag line shift or line breakdown, Bottling workers may bump scheduled crew, based on seniority, pertaining to the signed list as referred to in 4.05(b). Any plant employee

cannot bump the Crush crew unless there is a plant or department layoff.

- (g) Crush crew employees must have suitable clothing with them at all times.
- (h) Daily overtime, if available, will be offered to employees working Crush for the day, on a seniority basis.

Daily overtime shall be on a voluntary basis but where insufficient volunteers are obtained the required employees may be assigned from the crush crew in reverse order of seniority.

Weekend overtime, if available, will be offered to employees by seniority who have signed the crush posting as set out in 4.05(b) (1) and (3).

Inside cellar overtime shall be offered first to employees holding cellar postings and then to other employees who have indicated a willingness to work crush and are capable of performing the work in a competent manner.

The above mentioned weekend overtime shall be offered first to employees who have worked in the department on the Friday preceding the overtime.

4.06 Meal Breaks & Rest Periods

- (a) All employees shall be allowed one-half (1/2) hour off for the mid-shift meal, and which half-hour shall be included in the working hours above stipulated.
- (b) When an employee works more than ten (10) hours in any one (1) day, he will be provided with a hot meal to be eaten on Company time. According to availability, the Company shall supply and bring into the plant a reasonable supper for each employee involved, or the employee may be provided with a meal at a restaurant, in which case the time off shall be adequate to travel to the restaurant, eat the meal and return to the plant, and in no case would be less than one-half (1/2) hour.
- (c) All employees shall receive a fifteen (15) minute rest period in an established lunchroom approximately two (2) hours after commencement of their shift, and a second fifteen (15) minute rest period approximately two (2) hours after the mid-shift lunch. Employees working more than one-half (1/2) hour overtime will be entitled to a fifteen (15) minute break.

- (d) The Employer may, upon thirty (30) minutes advance notice, stagger as per operational requirements dictate ahead or back, the lunch break period by one-half (1/2) hour. Any time duration of greater than one-half (1/2) hour will be by mutual agreement between the Employer and the Union.

4.07 Reporting To Work

- (a) Employees must be notified before quitting time if they are not to report for work the next day. If they are not notified and report for work, then they shall be paid for the whole day.
- (b) Employees who receive permission to leave early or agree to leave early because of a temporarily reduced department workload shall be paid for the time worked only and will not be counted as an incomplete day.
- (c) Employees called back to work for emergency purposes shall be paid at overtime rates for the time worked or four (4) hours at straight time rates, whichever is greater.
- (d) Employees called out for work for less than a half-day shall receive not less than one-half day's wages.

4.08 Sick Leave

- (a) Each employee having worked 1500 hours within the previous calendar year is entitled to a maximum of twelve (12) days paid leave in the following year due to sickness or accident that is not covered by Weekly Indemnity, or by Long Term Disability as provided for in Article 11 of this Agreement, up to a maximum of three (3) days.

Employees with five (5) or more year's seniority shall only be required to work one thousand (1,000) hours in the previous calendar year to qualify for this benefit.

Statutory holidays and paid vacation leave shall be deemed as hours worked.

Employees wishing to top up the first three (3) days of a Weekly Indemnity claim resulting from a non-occupational accident to one hundred percent (100%) of normal gross wages, shall notify the Employer in writing. In such cases his sick leave entitlement will be reduced by one (1) day for the three (3) days.

- (b) Those employees working seven hundred and twenty (720) or more hours but less than fifteen hundred (1,500) hours in the previous

calendar year shall only be entitled to six (6) days in the following year.

- (c) During the first three (3) days that an employee is off work due to accident as defined by the insurance carrier, the Company shall supplement up to full straight time regular wages the amounts received for those three (3) days from the Weekly Indemnity Plan or the Workers' Compensation Board. At the end of the three (3) days period, the payment shall be the amount provided by W.C.B. or W.I. benefits only.
- (d) The Company reserves the right to request a doctor's certificate covering any sickness claim. Any proven misuse, abuse, or misrepresentation of this Sick Leave Benefit by an employee during the life of this Agreement shall render such employee permanently ineligible to receive the benefits of this Section for the duration of the Agreement, and may be sufficient grounds for dismissal.
- (e) It is understood that an employee cannot collect full Sick Benefits under this Section on any day for which he is paid his regular full wage or salary rate by the Company, or for

which he receives Workers' Compensation or Weekly Indemnity payments.

(f) Employees eligible for sick leave as per (a) and (b) above shall be permitted to cash out the unused portion on the first pay date in January of each year in accordance with the following:

(1) Employees who have worked fifteen hundred (1,500) hours in the previous twelve (12) months will be entitled to a payout for unused sick leave as follows:

8 or more unused days-100% of unused days.

Less than 8 unused days-50% of unused days.

(2) Employees working less than fifteen hundred (1,500) hours will be entitled to a payout for unused sick leave as follows:

4 or more unused days-100% of unused days.

Less than 4 unused days-50% of unused days.

Weekly Indemnity and WCB hours will not be included in the above calculation with regards to the fifteen hundred (1,500) hour qualifier.

4.09 Maternity Leave

A pregnant employee shall qualify for maternity leave upon completion of the probation period.

- (a) Pregnancy Leave, Parental Leave and Adoption Leave shall be in keeping with the Employment Standards Act of British Columbia.
Upon the employee's request, the Employer will provide a summary of benefits that the employee is entitled to under the legislation.
- (b) Upon return from maternity leave, an employee shall be placed in her former position, or in a position of equal rank and pay.
- (c) If an employee maintains coverage for Medical, Extended Health, Dental or Group Life, the Employer agrees to pay the employers share of these premiums. If an employee fails to return to work on the pre-arranged date, the Employer will recover monies paid under this Section.

- (d) A parent shall be granted one (1) day off with pay on the day of birth of their child, or during the period of confinement.
- (e) The employee's seniority date will not be affected by maternity leave.

4.10 Seniority Respecting Overtime

- (a) Work performed in excess of eight (8) hours during any day, Monday through Friday inclusive, shall be overtime and shall be paid for at the rate of double time the employee's regular or First Aid premium rate of pay.
- (b) Subject to the efficient operation of the Company, it is agreed that in the event it is necessary to work overtime in any department, employees shall be acquired in the order of their seniority and qualification within the department to do such overtime work.
- (c) For the purposes of allocating overtime, employees working in the Section concerned who are capable of doing the work required will be asked first in order of their seniority. If sufficient volunteers are not obtained, employees working in the Department will then be asked in order of seniority, and then, if necessary, Plant wide on a seniority and

capability basis. Overtime shall be voluntary on the part of each employee.

- (d) The following groups shall be recognized as “departments” and “sections” whenever the words are used throughout this Agreement.

1. Packaging Department

- i. Bottling Section
- ii. Warehouse Section
- iii. Sanitation Section

2. Cellars Department

3. Laboratory Department

- i. Lab Tech Section
- ii. Lab Microbiologist Section

4. Maintenance Department

- i. Electrician Section
- ii. Mechanical Section

- (e) Where insufficient volunteers are obtained for overtime, the required employees may be assigned in the reverse order of seniority.

4.11 Overtime Banking

On January 1st of each year, employees will be given the option of receiving overtime premium for all overtime hours worked or of banking that premium time. The option chosen shall be valid for twelve (12) months and cannot be changed during those twelve (12) months.

Where banking is elected, the overtime premium shall accumulate to a maximum of ninety-six (96) hours in any contract year and will be scheduled as time off during the contract year in which it was earned at a time mutually agreed upon between the Company and the employees. All or a portion of an employees banked overtime may be carried over from one contract year to the next by approval of the Employer.

All regular vacation requests will have priority over scheduling of banked overtime. Permit Card holders shall not have the option of banking overtime.

ARTICLE 5 - WAGES - Pay Period, Rates, Classifications

5.01 WAGES

Wages shall be paid every second Friday and deposited directly by bank transfer to the employees designated local commercial bank account, at the following rates:

CLASSIFICATION	Jan. 1/15	Jan. 1/16	Jan. 1/17	Jan. 1/18
Permit Card	\$13.75	\$13.75	\$13.75	\$13.75
Seasonal/Casual	20.00	\$20.00	\$20.00	\$20.00
Level 1				
General Labourer	27.33	27.87	28.43	29.00
Level 2				
Machine Operator Cellar 3	29.98	30.58	31.19	31.81
Level 3				
Cellar 2 Fork Lift Operator	30.35	30.95	31.57	32.20
Level 4				
Machine Operator 1 Cellar 1 Lab Technician Line Sanitization	30.82	31.44	32.07	32.71
Level 5				
Lead Hand	31.44	32.07	32.71	33.36
Level 6				
Maintenance	32.76	33.42	34.09	34.77
Level 7				
Maintenance LH	33.35	34.02	34.70	35.40

Maintenance employees with one (1) Red Seal Ticket will receive a premium of fifty cents (\$0.50) per hour. Maintenance employees with two (2) or more Red Seal Tickets will receive a premium of One Dollar (\$1.00) per hour.

Vacation pay will be paid in conjunction with the regular payroll run.

Employees hired after the date of ratification shall be paid the following wage rates:

Seasonal/Casual	\$15.50
Level 1 – General Labourer/Harvest Lab Tech	\$21.75
Level 2 – Cellar 3, Machine Operator	\$24.85
Level 3 – Cellar 2, Forklift Operator	\$25.25
Level 4 – Machine Operator 1, Line Sanitation	\$25.72
Level 4 A – Lab Technician, Cellar 1	\$29.72

- Wage increases will not apply to new employees hired after date of ratification.

- Education Premium of \$0.50/hour for new employees who have completed an industry specific 2 year diploma, post graduate diploma or 4 year degree from a recognized educational institution, as approved by the employer.
- Harvest Lab tech will be hired on or after August 10 annually, with a term of no longer than 16 weeks in duration.

5.02 Job Change/Creation

- (a) Whenever a new job is introduced or where duties of a job presently in the wage scale are significantly increased, the Company shall advise the Union of the details including the proposed rate. During the period of discussion, an interim rate shall be paid, and if the rate finally agreed upon is higher, the increased amount shall be paid retroactive to the date the new job commenced, or the change took place.
- (b) Where the accumulated changes to a job reach the point where it appears that a higher rate is appropriate, the new rate shall also be subject to discussion. Where a higher rate is finally agreed upon, this rate shall be retroactive to the date that the Company or

the Union raised the question of the need for a rate increase.

- (c) Where agreement on a rate cannot be reached, the matter may be processed through the Grievance Procedure.

5.03 Job Rates

Employees posting to a lower rated job shall be paid the appropriate rate for the new job effective the date they commence work on the new job.

5.04 Position Change

In the event an employee accepts a position at a higher rate and returns to his former position, he will then receive the pay rate of his former position.

5.05 Job Elimination

When an employee's job is eliminated, the employee shall be assigned to a lower rated job. He shall continue to receive the rate of his former position, but shall not receive subsequent negotiated general increases until his rate for the new job reaches the level of the protected rate.

5.06 Training Rate

An employee who is awarded a training position shall continue to be paid at the applicable rate for his regular assigned classification while training.

5.07 First Aid Attendant

There shall be a First Aid Attendant employed by the Company for every twenty (20) on the seniority list or greater part of and there will be a minimum of three (3) First Aid Attendants.

Each First Aid Attendant will be required to have a Level 3 Industrial First Aid ticket and will be paid a premium of one dollar (\$1.00) per hour when at work. The current First Aid Attendants as of February 27th, 1998 will be grandfathered.

Each of these employees will receive paid time to take such training or renewal of their certification. Employees are required to maintain their First Aid status for two (2) full years following completion of the course. Should an employee give up his position as a First Aid Attendant, prior to the completion of this two (2) year period, he shall be required to reimburse the Employer for the entire costs relating to the training on a pro-rata basis. In addition, the employee giving up his position must remain as a First Aid Attendant until another employee can be trained to replace him.

Employees who have been terminated by the Employer will not be expected to reimburse the Company for costs related to First Aid training.

Whenever the Bottling Room/Crush is in operation (Monday to Friday), and in accordance with WorkSafe B.C. Regulations, the First Aid Attendant will be called in above the seniority list and assigned a work position.

Employees who are taking the first aid course for the first time or renewing their certification will receive up to eighty (80) hours of paid time plus eight (8) hours to write the exam.

5.08 Cost of Living Bonus

The employee shall be eligible for a cost of living wage adjustment on the following conditions:

- (a) The Statistics Canada - CPI increases no less than 8% per annum over any 12 consecutive months starting at the base date and ending no later than the expiry date of the Agreement, December 31, 2018.
- (b) The base date shall be the first of the month following ratification of the 2015-2018 Agreement.

- (c) The wage adjustment shall be \$0.01 for each 0.4% increase over the base CPI. All fractions of \$0.005 or more shall be rounded up.

Example: CPI on base date 150
 after 12 months 162

Base rate increase $12/150 \times 100\% = 8\%$

Amount of wage increase
 $8\%/0.4\% = \$0.20$

- (d) In the event that the 8% trigger has been reached the initial cost of living adjustment shall be made the first of the following month and quarterly thereafter.
- (e) It should be noted that the Consumer Price Index effective June 1 is the Index published by Statistics Canada on or about July 15th and so on in that manner.

5.09 Shift Premiums

Afternoon \$0.75
Graveyard \$1.00

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Statutory Holidays

- (a) The following shall be considered as Statutory Holidays on which employees shall not be required 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
Dominion Day	Boxing Day

plus all other Statutory Holidays as may be declared by the B.C. Provincial and Federal Governments.

- (b) Employees who have worked fifteen hundred (1,500) hours in a calendar year shall earn a floating holiday; such holiday shall be taken within the following twelve (12) month period.

6.02 Qualification for Statutory Holiday Pay

An employee shall be paid for the above mentioned Statutory Holidays at his current pay rate provided he has:

- (a) Worked fifteen hundred (1,500) hours or more in the previous twelve (12) months and worked at least one (1) day within the last thirty (30) calendar days.
- (b) Worked more than seven hundred and twenty (720) hours but less than fifteen hundred (1,500) hours in the previous twelve (12) months, and at least one (1) day in the last twenty (20) calendar days.
- (c) Worked less than seven hundred and twenty (720) hours in the previous twelve (12) months and at least five (5) days in the last fourteen (14) calendar days.
- (d) Been available for work on the last day scheduled for him immediately prior to the day on which the said holiday is observed and also was available for work on the first day scheduled for him immediately following the day on which the holiday is observed.

6.03 Qualifications/Not Working

- (a) Employees on approved sick leave, Weekly Indemnity, Workers' Compensation and paid vacation shall be considered as days worked for the purpose of qualifying for Statutory Holiday pay but, with the exception of paid vacation leave, do not qualify in determining

the number of hours worked for Article 6.01(b).

- (b) Employees who are on Long Term Disability, unpaid sick leave or leave of absence shall not be paid by the Company for Statutory Holidays occurring during the absence.

6.04 Statutory Wage Rate

For all work performed on the aforementioned Statutory Holidays, double time shall be paid to all employees in addition to the straight time Statutory Holiday pay.

6.05 Qualifications/Union Leave

It is understood and agreed that the Union Negotiation Committee shall not qualify for Statutory Holiday pay entitlement solely on the basis that they were working on Union business.

ARTICLE 7 - VACATIONS

7.01 Vacation Entitlement

- (a) All employees shall, after completing one (1) year's service receive two (2) weeks vacation with pay.

All employees shall, after completing two (2) year's service, receive three (3) weeks vacation with pay, plus one (1) additional day of vacation for each additional year's service beyond three (3) years to a maximum of 35 days.

For employees with less than four (4) years seniority and less than fifteen hundred (1,500) hours worked in the previous calendar year;

Vacation pay will be calculated using the following formula:

$$\frac{\text{hours worked}}{1,500} \times \text{Eligible days}$$

For employees with four (4) years or more seniority and less than one thousand (1,000) hours worked in the previous calendar year;

Vacation pay will be calculated using the following formula:

$$\frac{\text{hours worked}}{1,000} \times \text{Eligible days}$$

- (b) Employees who work less than fifteen hundred (1,500) hours during the previous calendar year or one thousand (1,000) hours in the case of employees with five (5) or more year's seniority shall receive the stipulated weeks of vacation in accordance with their years of service and vacation pay in accordance with the chart shown above.

7.02 Vacation Entitlement

Vacation pay entitlement shall be calculated at the employees pay rate in effect on January 1st in the year in which the vacation is taken.

7.03 Vac. Calculations/Not Working

Workers' Compensation, Weekly Indemnity and Long Term Disability is included as time worked for vacation entitlement calculations for one hundred and four (104) weeks from the date the sickness or injury occurred. After that time, vacation entitlement will cease.

7.04 Vacation Pay

Where applicable, vacation entitlement must be used during the one week Christmas Shutdown period. Additional vacation can be taken at any time during the calendar year. Vacations will normally be taken in not less than one (1) week units, but days in excess of week units may be taken as individual days subject to mutual agreement.

Employees who desire to take individual days should make such request, in writing, to the Employer for approval at least three (3) days in advance of the time required. For greater clarification a vacation week is defined as the employees regular work week.

7.05 Vacation Overpayment

- (a) Once initial vacation entitlement has been achieved (i.e. one years service) thereafter vacation entitlement shall be afforded by assuming January 1st of the year in which employment commenced as each employee's anniversary date for the purpose of affording additional holiday entitlement.
- (b) Notwithstanding the foregoing it is understood and agreed that where an employee takes vacation prior to his actual anniversary date and subsequently

terminates prior to that date, his entitlement shall be calculated as at the termination date and any overpayment shall be recovered.

7.06 Vacation Carry-over

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

The employee may carry over unused vacation to February 28th of the following year upon approval of the Employer.

7.07 Vacation Scheduling

Each year in January a vacation planner will be posted in each Department. Employees will indicate on the planner their preference for vacation time. The Planner will be removed March 15th, and the supervisor will allocate vacations as far as possible as requested, due consideration being given to employee's seniority and production requirements by March 31st.

Employees who request to take holidays prior to the March 15th deadline shall know if it is approved within two (2) weeks of the request being made. Employees who have not indicated vacation preference by March 15th will be fitted into the vacation schedule wherever possible.

Where vacation plans or schedules change the Company will make every effort to accommodate the employee. The employee will give a maximum possible notice of his request to change his holidays.

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

7.08 Shutdown Period

The Company may schedule a shutdown period for general maintenance at any time during the year.

The Company will schedule staff, where necessary, for shipping, maintenance, and security of product. No employee shall be scheduled against his will; however where insufficient employees are available, the required employees may be assigned in the reverse order of seniority. Employees may take the shutdown time as banked overtime or vacation (to the extent the employee still has such time unused).

ARTICLE 8 - GENERAL

8.01 Privileges

- (a) All privileges and amenities currently enjoyed by the employees shall be kept in force as provided for in this Collective Agreement and agreed to by both parties.
- (b) Employees may be required to return, to a designated administrator, all used clothing, equipment or materials prior to receiving any new items.

8.02 Work Clothes, Safety Shoes & Glasses

- (a) The Company will provide free of charge, gloves, safety rubber boots, overalls, and lab coats for all employees where necessary. Replacement of such equipment will be made upon return of worn or damaged items.

All employees are expected to wear the clothing provided on the job. It is the responsibility of each employee to take reasonable care of their clothing.

Employees holding regular Cellar and Sanitation postings will be reimbursed up to seventy dollars (\$70.00) per year for rubber

boots with a receipt of purchase which will not count towards the annual boot allowance.

- (b) All full time employees shall receive an annual boot allowance paid as per the following schedule:

Those who have worked one hundred and thirty-two (132) days in any twelve (12) month period, as a one time qualifier, shall receive up to two hundred dollars (\$200.00) towards the purchase of proper safety boots and/or insoles upon receipt by the Employer of an acceptable proof of purchase. Employees shall wear safety shoes at all times while at work.

- (c) It is the policy of this Company that safety glasses must be worn by all employees and visitors while in the Bottling Room. Safety glasses will be provided free of charge by the Company. If custom safety glasses are desired, the Company will reimburse only the amount of the standard issue cost.

8.03 Contract Copies

The Union will arrange to have 100 booklets printed by a Union printer with the cost shared by Local 300 and the Company. (50% each).

8.04 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 or for appearing as a witness if subpoenaed.

8.05 Bereavement Pay

When an employee attends the funeral of an immediate relative, he shall receive leave of absence for not more than three (3) consecutive days (one of which days shall be the day of the funeral) and shall receive eight (8) hours straight time rate of pay for each of such days absent on which he would otherwise have been working. For the purpose of this Section, "immediate relative" shall mean one of the following: *wife, *husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step parents and legal guardian.

*including lifetime partner

The Company will grant additional leave without pay upon reasonable request.

8.06 Paid Union Education Leave

Upon written application by an officer of the Union, the Company agrees to grant educational leave of absence, without loss of regular pay, not to exceed five (5) normal working days in any one year, to elected officials of the Union to attend a Union approved course. No more than a total of ten (10) working days shall be available in any one year to all elected officials. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operation.

8.07 Educational Leave With Pay

- (a) Employees, other than those as set out in Article 5.07 holding a valid Level 2 or greater Industrial First Aid certification shall be granted one (1) day with pay to write exams and to maintain or upgrade their tickets. It is understood and agreed that should an employee fail to pass the exam, additional time if required to retest shall be at the employee's expense.
- (b) Where the Employer requires, requests, or approves an employee's request to maintain

or upgrade Boiler Attendant, Welders Tickets, etc. a maximum of ten (10) days paid leave shall be granted per calendar year.

8.08 Tuition Costs

Employees will be eligible for refund of tuition costs (including the prescribed textbooks) of educational 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 the employee in any one (1) calendar year will be two hundred and fifty dollars (\$250.00) for any full term course and one hundred and twenty five dollars (\$125.00) for any half-term course.

8.09 Leave of Absence Without Pay

- (a) Leave of Absence without pay may be obtained by mutual consent of the Company and the Union if requested in writing at least thirty (30) days in advance so that a replacement may be trained if necessary. Such leave of absence shall not exceed eight (8) months.
- (b) In granting leave, due consideration will be given to the reason for the request and expected production requirements and conditions at the time of such leave. Such items as employee seniority, number of other employees away, vintage period, etc. shall be taken into account in considering requests for leave.
- (c) An employee shall be required to apply any Banked Overtime and Vacation Time to any requested leave of absence without pay.
- (d) During the leave of absence, an employee shall not obtain employment elsewhere. All leaves will be granted without loss of seniority rights, but if obtained through fraud or misrepresentation, the employee shall be subject to discharge.

- (e) An employee who obtains leave of absence because of personal sickness or physical disability shall present a proper certificate from the attending physician or surgeon. In such instances, the plant manager may extend the period of leave of absence for sickness up to but not to exceed one (1) year.
- (f) During leaves of absence in excess of thirty (30) calendar days, employees will be required to carry their own medical, dental and group coverage. Coverage may be continued if the employee pays the full premium. Weekly Indemnity will be suspended and vacation entitlement will be pro-rated in the year in which a leave of absence is taken.
- (g) An employee, who has been elected to a full time Local 300 office position, full time Government or a full time First Nations Political Office position will be granted a leave of absence without pay for a period of term of office. Such leave may be extended upon written re-application and subject to Company approval.

8.10 Safety Committee

A joint Health & Safety Committee consisting of two (2) Union appointed members, and two (2) Company appointed members shall meet monthly during regular plant working hours. The function of the committee shall be in accordance with Section 4.06 of the Industrial Health and Safety Regulations of the Worker's Compensation Board of B.C.

Selection of more than one (1) employee from a department is subject to the approval of management. Employees who attend these meetings during their regularly scheduled working hours shall not lose pay.

8.11

The Company agrees to provide a bulletin board in the lunch room for the sole use of the Union.

8.12 Discipline

- (a) The Shop Steward shall receive prior notification and copies of written warnings and notices of suspension.
- (b) The Company will not take into consideration "letters of reprimand" on the record of the employee after a period of twelve (12) months has elapsed, or eighteen (18)

months in the case of suspension, if the employee has not been disciplined for the same nature of offence during the above period of time.

- (c) The Employer shall not discharge any employee without just cause. Prior to any proposed discharge, the Employer shall notify the Shop Steward and/or a Union officer to be present when formal charges are made against an employee. In order that the Union representative may have sufficient time to investigate the charges pertaining to discharge, the employee will be, in the interim, put on suspension. Written and telephone notice of such suspension will be furnished to the Local Union. The Union has two (2) business days to investigate charges prior to formal dismissal. Prior to dismissal the Union/Management Committee will meet to review the issue.

8.13 Union Negotiations

Members of the Union Committee (maximum 3 employees) shall not be required to work on any day that collective bargaining negotiations with the Company are held to discuss the renewal of the Agreement.

The Company agrees to pay the Union Committee members eight (8) hours pay at their current rates for each full negotiating day (8 hours). However, the maximum cost of this provision to the Company shall be fifty-six (56) hours pay for each of the three (3) employees.

8.14 Tool Replacement

Employees, who have been authorized to use their own tools onsite, will have the opportunity to have those tools replaced by tools of the same make, if the tools are stolen or break due to use at the Employer's facility.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01

Shop Stewards, who shall be regular employees of the Company, shall be elected by the Union and recognized by the Company. The Union agrees to advise the Company of the names of Shop Stewards, in writing, and also of any changes from time to time.

9.02

A Joint Plant/Management Committee, consisting of at least two (2) Grievance Committee members or their designate(s) and at least two (2) representatives of the Company, shall meet as required at the request of the Management **or** the Union Committee.

9.03

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

STEP 1:

The aggrieved employee shall notify his Shop Steward, who shall immediately request time off from his supervisor to discuss the matter if it is extremely urgent. If the case is not urgent, then the Shop Steward with or without the aggrieved person shall take up the matter verbally with the Production Manager at the end of the shift. Failing a satisfactory settlement, the grievance shall be put in writing on the grievance forms provided by the Union and shall be signed by the aggrieved and the Production Manager. The Production Manager shall give his answer within forty eight (48) hours, after which the second step shall be invoked.

STEP 2:

The grievance report shall then be submitted to the Administration Manager by the Shop Steward, who shall place his answer in writing on the form provided and return same to the Shop steward within forty eight (48) hours.

STEP 3:

The Shop Steward, along with a representative or representatives of the Union, shall meet with representatives of the Company, along with the President or his designate in an attempt to reach a satisfactory settlement. Within five (5) days of the meeting the Company will provide an answer in writing to the Union. Should the Union feel that the matter has not been resolved to their satisfaction, the Union may within five (5) days of receiving the answer advance the grievance to Step 4.

Policy Grievances may be submitted at Step 3. 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.

Dismissals may also be instituted at Step 3.

STEP 4:

The grievance shall be submitted to arbitration.

9.04 Industry Trouble-Shooter

Where a difference arises between the parties relating to 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 a difference may be referred to an Industry Trouble-shooter only by the mutual consent of the parties.

In the event the parties are unable to agree to the Industry Trouble-shooter process, the issue will revert back to the normal grievance and arbitration process, as outlined in Article 9.

The Industry Trouble-shooter will provide non-binding recommendations unless the parties agree otherwise. The powers of the Industry Trouble-shooter will be the same as those powers provided under the Labour Relations Code to a Board of Arbitration.

The intent of the Industry Trouble-shooter process would be to resolve disputes in an expedited fashion. The parties will endeavour to reach an agreed to

statement of facts prior to the hearing, and the number of witnesses will be limited.

The Industry Trouble-shooter will endeavour to provide their recommendations within a period of twenty one (21) days of the hearing.

9.05 Grievance Time Limit

All non-monetary grievances must be initiated within five (5) working days from the date of the alleged irregularity. Grievances of a monetary nature must be initiated within twenty (20) working days. Any grievances initiated after the deadline will be considered null and void, and for more certainty, both parties agree that a Board of Arbitration will not have the ability to hear such grievances.

ARTICLE 10 - SECURITY OF PRINCIPLES

10.01

Whenever practicable, the Company shall endeavour to see that all materials used by the Company (not including grapes) shall be materials which are processed by Union labour in respect to their manufacturing and subsequent wholesaling and handling.

10.02

The parties hereby recognize that all methods 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.

10.03 No Strikes or Lockouts

There shall be no lockout on the part of the Company and likewise there shall be no strike staged by the Union while this Agreement is in force and effect, provided the Company shall not request or require its employees to handle, process or deliver goods coming from, belonging to or for delivery to any establishment at which a strike or lockout is in progress, and it shall not be a violation of this Agreement for employees to refuse to handle, process, or deliver such goods, or to refuse to cross an established bona fide picket line. Notwithstanding anything contained herein, the Union will provide adequate skeleton crews, as agreed to by the Union and the Company, to operate the engine room and to protect the Company's property and products during any form of labour disturbance which may arise.

10.04

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

ARTICLE 11 - WELFARE

11.01

The Company shall arrange and pay the premiums for an insurance plan that provides the following benefits to employees having worked seven hundred twenty (720) hours or more for the Company. This coverage is subject to Article 11.02 and the eligibility requirements of the insurance plan based on a minimum of twenty-four (24) hours worked over the averaging period.

- (a) Life Insurance - equal to the employee's regular annual income, computed to the next \$500.00 up.
- (b) Accidental Death & Dismemberment - Equal to the same amount as Life Insurance coverage.
- (c) Weekly Indemnity coverage for non-occupational sickness and accident equal to seventy percent (70%) of the employee's

current wage rate. Payments will commence on the fourth (4th) day of illness, and on the first (1st) day of accident, and will be for a maximum of twenty six (26) weeks.

(d) Long Term Disability Plan to commence after twenty six (26) weeks of Weekly Indemnity payments, and to continue for the length of the disability or to the date the employee reaches age sixty five (65), whichever occurs earlier, at sixty six and two thirds percent (66 2/3%) of his wage rate. An employee's job position shall be released for temporary posting at the commencement of Long Term Disability. Should the employee return from Long Term Disability, he shall be placed in the same or similar job classification.

(e) Medical Care and Surgical coverage including the Extended Health Plan.

(f) Dental Plan providing the following:

A - 100% and **B** - 60%, to a combined maximum of two thousand five hundred dollars (\$2,500.00) per person per year.

C - 50%, to two thousand dollars (\$2,000.00) per person lifetime limit.

- (g) The Employer will provide an optometric plan whereby employees and their dependants upon providing adequate documentation will be reimbursed for the purchase of eyeglasses as follows:

Employees \$300.00 every two (2) years
Dependants \$200.00 every two (2) years

The Company will reimburse employees for one (1) eye examination every two (2) years for each employee and their dependants. The maximum reimbursement per exam will be seventy five dollars (\$75.00).

The Company will add Naturopathy and Orthotherapists to the list of allowable paramedical expenses.

11.02 Benefit Coverage

Benefit coverage shall not continue when an employee is not actively employed or works less than twenty-four (24) hours based on the insurance carrier's averaging period, except:

- (a) Group Life coverage shall continue for the period the employee is receiving Weekly Indemnity to a maximum of six (6) months.

- (b) Dental and medical coverage shall continue for the period the employee is receiving Weekly Indemnity.

Dental and medical coverage shall continue for period of one hundred and four (104) weeks for employees who are on Long Term Disability. Thereafter these benefits may be further continued, provided the employee pays the full amount of the premium.

- (c) Part-time and permit card employees who have qualified for benefits shall have coverage discontinued after layoff on the following basis:

Standard Life, Medical & Dental

Three (3) months after layoff.

Weekly Indemnity

One (1) month after layoff.

Long Term Disability

Beginning the month following date of layoff.

- (d) Employees who have qualified for benefits shall have coverage discontinued after a reduction in hours initiated by the employer, below the twenty-four (24) hours worked, based on the insurance carrier's averaging period, on the following basis:

Standard Life, Medical & Dental

Three (3) months where hours decrease below the twenty-four (24) hours minimum based on the insurance carrier's averaging period.

Weekly Indemnity

One (1) month where hours decrease below the twenty-four (24) hour minimum based on the insurance carrier's averaging period.

Long Term Disability

Beginning the month following where hours decrease below the twenty-four (24) hours minimum based on the insurance carrier's averaging period.

- (e) Employees who have qualified for benefits will have their coverage discontinued if they make a request for a reduction of their working hours that provides less than twenty-four (24) hours worked over the insurance carrier's averaging period required to qualify for benefits.
- (f) Except where an employee elects to take severance pay in accordance with Article 3.07, the Company paid benefits will continue for the first three (3) months of layoff.

Benefits

- (g) Vacation and sick leave will be counted as hours worked for the purpose of determining benefits eligibility (24 minimum hours).

11.03 Liability

The Company's only obligation is to arrange for and pay the premiums for insurance coverage pursuant to this Article. The benefits are payable by the insurer and not by the Company.

ARTICLE 12 - PENSION PLAN

12.01 Contributions

The plan will be funded by two percent (2%) contributions by the employee and eight percent (8%) by the Employer.

Employees who have attained ten (10) years seniority with the Employer shall have the option of contributing an additional one percent (1%) of gross wages to the Plan with said contribution matched by the Employer up to one percent (1%) maximum.

The maximum annual contribution that the Employer shall be required to make on behalf of any one employee shall be:

Effective January 1, 2015 - \$5,500.

Effective January 1, 2016 – Increase to \$6,000.

Effective January 1, 2017 – Increase to \$6,500.

All employees shall automatically become members of this Plan the first (1st) of the month following the month in which they attained benefit service. It is understood that those employees already participating in the plans shall continue to do so.

Upon return to work from a WorkSafe BC claim, employees may apply in writing to contribute to their Pension based on their earnings from WorkSafe BC. Applications must be made within the first pay period of their return to work. The Employer will then make its contribution upon receipt of the employee's portion.

12.02 Vesting

If a member terminates employment or dies before retirement, he or his estate shall receive a cash refund of his contributions. He shall receive his contributions and the Company contributions made on his behalf with accumulated interest in the form of a lump sum payment or deferred pension, at the option of the employee or his estate. In the event Legislation is passed that requires earlier vesting than presently provided, the Plan shall be amended to provide compliance.

12.03

All funds shall be deposited into a trust fund at competitive interest rate, which will then be folded into the Pension Plan. Voluntary contributions may be placed into a group RRSP in the employee's name. Employee's pension funds will be deposited through electronic transfer of funds.

12.04 Administrative Assessment

The Employer agrees to pay an additional one-half of one percent (0.5%) on behalf of each contributing member of the Pension Plan. This payment will be considered as an administrative assessment.

12.05 Retirement Allowance

Employees who retire from employment, at 55 years and over, with 10 years of employment, shall be entitled to a Retirement Allowance of three Thousand Dollars (\$3,000.00).

ARTICLE 13 - DURATION OF AGREEMENT

13.01 Agreement Dates

This Agreement shall be in full force and effect from January 1, 2015, until and including December 31, 2018, and thereafter from year to year unless either party serves notice of termination or that changes are desired therein, on the other party hereto within four (4) months prior to the close of the 31st day of December 2018, or if such notice has not been served, then within four (4) months prior to the close of the 31st day December, in any year subsequent thereto.

13.02 Termination Provisions

Both parties specifically agree that the termination provisions of the Labour Code of British Columbia, Section 66, Subsection 2, is not applicable to this Collective Agreement.

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

FOR THE COMPANY: FOR THE UNION:

Jay Sharun
Les Shorter
Erin Strong
Jody Zummack

Gerry Bergunder
Roy Graham
Dan Kneller
Rita Taylor
Farrell Louie

LETTER OF UNDERSTANDING #1

Between

MISSION HILL VINEYARDS

And

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

Shift Utilization and Off Site Bottling

Notwithstanding the provision of Article 2.07, the parties agree that the production facilities at West Kelowna shall be utilized to the fullest extent possible on a day shift, afternoon shift basis, prior to any contracting out of work as contemplated in Article 2.07. Providing such maximization is achieved, the Company shall be permitted to contract out overflow work to other groups, after discussion with the Union. Wherever practicable preference for such work shall be given to Union firms.

With regard to the 1 litre and 2 litre PET Bottles currently being processed at HPI it is agreed that during the term of this Collective Agreement that the following guidelines will be observed:

1. These products will be incorporated into the production schedules at Mission Hills Winery to maximize the utilization of the day and night shift operations. Any additional production of PET bottles required which is beyond the capabilities of these shifts may be done by outside groups.
2. The production of bag in the box will not be factored into determination of shift utilization.

Signed in Kelowna this 20th day of July, 2015:

FOR THE COMPANY: FOR THE UNION:

Jay Sharun
Les Shorter
Erin Strong
Jody Zummack

Gerry Bergunder
Roy Graham
Dan Kneller
Rita Taylor
Farrell Louie

LETTER OF UNDERSTANDING #2

Between

MISSION HILL VINEYARDS

And

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

Re: Permanent Layoffs

In the event of a permanent layoff, incumbent employees as of the date of this letter whose positions have become redundant may bump the junior employee in the plant, with the exception of trades and laboratory personnel. The training and trial period provided for in the Collective Agreement will apply. At the end of the trial period, should the employee be unsuccessful, he/she will be laid off and the most senior qualified employee on layoff will be recalled.

Signed in Kelowna this 20th day of July, 2015:

FOR THE COMPANY

Jay Sharun
Les Shorter
Erin Strong
Jody Zummack

FOR THE UNION

Gerry Bergunder
Roy Graham
Dan Kneller
Rita Taylor
Farrell Louie

LETTER OF UNDERSTANDING #3

Between

MISSION HILL VINEYARDS

And

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

Re: Crush Period

This letter of Understanding supersedes the language in the Collective Agreement in Section 4:05.

This Letter of Understanding can be modified at any time upon mutual agreement, or cancelled by either party providing thirty (30) days written notice.

There shall be a Pre-Crush meeting between Management and the Plant Committee to discuss plans for the crush period. Crush shall cover a period of eighty-five (85) days from first arrival of grapes.

- (a) The crush operation, comprising of fruit crush, fermentation and pressing, shall be an extension of the Cellars Department. Inside crush work will be filled by employees

holding positions in the cellar or may be assigned to other employees who have signed the crush posting for general cellar work.

- (b) The seniority list will be posted thirty (30) days prior to the anticipated start of crush, Employees will be asked to indicate:
- i. Willingness to work during crush in the position of Temporary Cellar 3 person as part of the regular Cellars Department shift rotation.
 - ii. Willingness to work during crush in the positions of Crush Operator/General Labour.
 - iii. Willingness to work during crush in the position of Crush Operator/General Labourer in case of layoff only; or:
 - iv. Willingness to work during crush in the position of Forklift Driver (regular);

Crush posting shall be filled pursuant to Article 3:14 – Selection – Paragraph one. If the postings do not secure the required number of employees to fill the remaining

positions, the Company will then assign the remaining positions to permanent employees by reverse order of seniority.

- (c) Shift schedules for the crush crew will be arranged to handle the incoming grape supply quickly and efficiently in order to reduce the possibility of spoilage. During this period it may be necessary to vary starting times to accommodate for early arrival or delays in grape shipments or variations in fermentation time. The starting time of shifts may be varied given a minimum of twelve (12) hours' notice. Where crush and fermentation schedules make it necessary, a second or third shift may be manned from this crew without penalty providing no less than the required notice is given.
- (d) When there is crush work that must be performed and no crush crew is scheduled for the shift, then employees who have indicated their willingness to work the crush in accordance with (b) above will be utilized.

When there is a shortage of crush work during the shift, employees scheduled on the crush crew shall work their scheduled hours by:

- i. Being assigned alternate work if available; or
 - ii. Exercising their seniority to bump back into their regularly scheduled position, providing the employee has clean work wear; or
 - iii. At the option of the Company, be assigned to other plant clean-up duties.
- (e) An employee called in to work, and subsequently bumped, must have worked a minimum of four (4) hours, and the bumping shall not result in unscheduled overtime.
- (f) In the event of the cancellation of a Bottling or Bag Line shift or line breakdown, Bottling workers may bump scheduled crew, based on seniority, pertaining to the signed list as referred to in Article 4.05 (b). Any plant employee cannot bump the crush crew unless there is a plant or department layoff.
- (g) Crush crew employees must have suitable clothing with them at all times.
- (h) Daily overtime, if available, will be offered to employees working crush for the day, on a seniority basis. Daily overtime shall be on a

voluntary basis but where insufficient volunteers are obtained the required employees may be assigned from the crush crew in reverse order of seniority.

Weekend overtime, if available, will be offered to employees by seniority who have signed the crush posting as set out in 4.05(b)(ii) and 4.05(b)(iv).

Weekday inside cellar overtime shall be offered:

1. **First** – to employees holding regular cellar postings.
2. **Second** – to employees awarded postings in 4.05(b)(i).
3. **Third** – to other employees who have indicated a willingness to work and are capable of performing the work in a competent manner.

Weekend inside cellar Overtime shall be offered:

1. **First** – to employees holding regular cellar postings.

2. **Second** – to other employees who have indicated a willingness to work and are capable of performing the work in a competent manner.

The above mentioned weekend overtime shall be offered first to employees who have worked in the department on the Friday preceding the overtime.

Signed in West Kelowna the 30th day of September, 2015:

FOR THE COMPANY

Jay Sharun
Les Shorter
Erin Strong
Jody Zummack

FOR THE UNION

Gerry Bergunder
Roy Graham
Dan Kneller
Rita Taylor
Farrell Louie

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