

**COLLECTIVE
AGREEMENT**
Between

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

and

**MISSION HILL WINE STORE
Mission Hill Road
West Kelowna BC**

January 1, 2015 - December 31, 2018

**MISSION HILL WINE STORE and TOURS
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

**MISSION HILL WINE STORE and
TOURS 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
UNION, 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:

Terms and Conditions

This Memorandum of Agreement shall be considered to
be part of the Collective Agreement which exists between
the Employer and the Union with respect to its said
Mission Hill Wine Store and Tour Guide Associates and
the Production Employees and it shall expire in
accordance with the terms of that Collective Agreement.

ARTICLE 1 - DEFINITION

1.01 Employee Definition

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 Gender and Plural Terms

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 Members in Good Standing

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.

2.02 Permit Card Holders

The Employer when employing individuals that are not currently members of the Union will ensure that he/she becomes a member of the Union upon completion of the probation period.

Persons that worked for the Employer in the past and have a break in their seniority will be given consideration for vacancies when he/she once again applies to work for the Employer.

2.03 Bargaining Unit Work

Management may at its discretion perform work of the Bargaining Unit in situations where there is an unexpected absence or unpredicted surges or where service to outside groups may be compromised or for special visitor situations.

With regard to unexpected employee absence, the Employer will make reasonable effort to replace the individual with another bargaining unit employee.

2.04 Management Rights

The Employer shall have the exclusive right to manage the operations 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.

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.

2.07 Contracting Out

The Employer shall not contract out Mission Hill Wine Store or Tour work that directly results in the layoff of an employee.

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 Defined

Seniority shall be based on the number of hours worked or compensated monthly from the date he/she was first employed, unless his seniority was broken, in which event such calculation shall be from the date he returned to work following the last break in his seniority.

For the purposes of this Section, compensated hours include all hours worked (including time worked in premium positions - e.g. tours, lead hand, first aid), sick leave, statutory holidays, vacation, W.I., L.T.D., WCB, paid leave or leave for Union business.

Unless mutually agreed to the contrary, seniority will accumulate within the Mission Hill Wine Store classifications for employees hired.

The first eighty (80) hours for training and/or orientation will not count towards the calculation of seniority.

3.02 Absences Relating to Seniority

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 (1) calendar year or if the employee takes severance pay. The continuous period will not be adjusted for employees that work thirty (30) shifts or less during this one (1) calendar year period.
- (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 clause may only be used once.
- (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.

3.04 Layoff Procedure

Layoff will be by the Mission Hill Wine Store classification with the least senior employee being laid off first.

3.05 Recall

Employees will be recalled from layoff on the basis of Mission Hill Wine Store seniority. Employees who are called in and refuse to work on three (3) consecutive occasions may be removed from the seniority list.

Recall of laid off employees will be done on the basis of their seniority and ability to perform the work within the classification at the time of layoff.

3.06 Layoff Notice and Severance

The Employer will attempt to provide as much notice as possible to an employee being laid off.

Full time employees that are laid off will not be entitled to severance pay. Severance pay will only

be applicable in cases where there is a closure of operations and the employee's service is terminated.

Technological changes will be in keeping with Section 54 of the Labour Relations Code of B.C.

In determining severance payments for employees in a closure situation, the employee's total straight time hours will be divided by fifteen hundred (1,500) to determine his/her number of years service. The following will be observed in determining the appropriate severance amount:

Years of Service	Severance Pay
One but less than two	Two weeks
Two but less than three	Three weeks
Three but less than four	Four weeks
Four but less than five	Five weeks

And so on for each subsequent year of service employees with fifteen (15) years service shall accrue an additional three (3) days.

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.

3.07 New Employees: Probation Period

All new Mission Hill Wine Store and Tours employees to be on a probationary period for three hundred and sixty (360) hours, excluding the eighty (80) hours of training and orientation period. If an employee is dismissed during the trial period, the employee will receive in writing specific reasons for such dismissal and a copy of this dismissal will be provided to the Union.

3.08 Job Posting

Lead hand and wine educator positions will be posted for a period of five (5) calendar days. A copy of the posting will be provided to the Union Steward and the Union Committee two (2) days prior to the posting date. Other employees of the Company outside the Mission Hill Wine Store or Tours staff group may not post on these positions but may be considered by way of a new employee application form.

3.09 Employee on Leave of Absence at Time of Posting

Employees who have indicated their wish to be considered for vacancies prior to leaving on an authorized leave of absence will be considered for any job postings for which they are qualified that occur during their absence.

3.10 Selection

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

Notwithstanding the foregoing, the Company may temporarily assign any employee to do any job.

3.11 Difference

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.

3.12 Orientation in Premium Positions

Employees slated for orientation in premium positions will:

- (a) Whenever possible commence orientation within ten (10) days of receiving the position.
- (b) The most senior applicant will be considered first for orientation.
- (c) An applicant may be scheduled out of seniority for orientation as long as they are job shadowing.

3.13 Trial Period

Successful applicants, after receiving a three (3) day period in the position to familiarize him/her with the duties and requirements of the position, will serve a trial period of two hundred and forty (240) hours in the new position. 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.

3.14 Rate During Trial Period

During the trial period, he shall be paid at the rate of pay he was receiving prior to the awarding of the job posting or the posting rate whichever is lesser.

ARTICLE 4 - HOURS OF WORK

4.01 Schedules and Availability

- (a) Employees will be provided a posted work schedule one (1) week prior to the effective date of the schedule. No employee will be scheduled to work more than eight (8) hours per day or forty (40) hours per week. Employees will be scheduled in such a manner as to provide two (2) consecutive days off except by mutual agreement.
- (b) The basic work day for Mission Hill Wine Store and Tours at straight time rates shall be no less than four (4) hours and no more than eight (8) hours in a day and forty (40) hours in a week.

(c) When the following shifts are in operation, employees must make themselves available for potential work assignments if:

- Called for “same day” between 8:30 -11:30 a.m. call in window
- Called for “next day” between 4:00 -5:30 p.m. the previous day

An employee not available for “Next Day” call in may be passed over without penalty.

A future advanced scheduling request that is required other than “same day” or “next day”, can be assigned at any time and communicated to the employee.

- An employee contacted within the call in windows for “same day” and future advanced scheduling that refuses the assignments or can’t be contacted on three (3) separate occasions during any four (4) month period will cease to be an employee.
- Once contacted, employees may only refuse work assignments for acceptable personal emergencies or substantiated medical situations or if called on a scheduled day off.

Calls outside 8:30 a.m. to 11:30 a.m., where the employee is unavailable will not count in the calculation of occasions.

- (d) When the store is open to the public, there will be at least two (2) employees scheduled per shift.

4.02 Hours of Operation

For the most part the following hours of operation will be observed but may be varied with proper notice being provided:

Shoulder season	10:00 am to 6:00 pm
Summer season	9:00 am to 7:00 pm
Slow season	9:00 am to 5:00 pm

4.03 Shift Schedules:

- (a) In scheduling employees of the Mission Hill Wine Store or Tours, the available hours of work shall be assigned on a weekly basis, with the schedule being posted no later than Thursday of the preceding week. Available hours shall be assigned in order of seniority, with the most senior qualified person receiving the most hours.

- (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) Employment Standards to be observed with regard to over time payments.
- (d) Employees changing shifts shall be given not less than ten (10) consecutive hours off. Any hours worked during this ten (10) hour period will be paid at the appropriate overtime rate.
- (e) Employees will be notified of shift schedule two (2) weeks in advance. Whenever shift work is required every effort shall be made by the Company to ensure it is done in a fair and equitable rotation.
- (f) 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. 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 Employer may use whatever means to have the work performed.

- (g) 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.
- (h) Management shall ensure that all employees required to change starting times or shift schedules shall be advised in person or by phone message.
Employees who would prefer to be contacted by electronic communication shall enrol on a company signup sheet.

4.04 Paid Rest Periods

Employees working less than five (5) hours are entitled to a twenty (20) minute rest break. An employee working five (5) hours or more shall be entitled to a total of forty-five (45) minutes paid rest break. An employee working seven (7) hours or more shall be entitled to a total of sixty (60) minutes paid rest break.

If an employee is unable to take their rest break during their shift they will be paid at the rate of time and one half. The scheduling of all breaks shall be with the discretion of management.

4.05 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.
- (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.

4.06 Sick Leave

- (a) Each employee having worked fifteen hundred (1,500) 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 pay-out 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 pay-out 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.

4.07 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
- (b) Upon the employee's request, the Employer will provide a summary of benefits that the employee is entitled to under the legislation.
- (c) Upon return from maternity leave, an employee shall be placed in her former position, or in a position of equal rank and pay.
- (d) 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.
- (e) 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.

- (f) The employee's seniority date will not be affected by maternity leave.

4.08 Overtime

Overtime payments will be in keeping with the Employment Standards Act of B.C.

Incidental overtime that is required to occur at the end of a shift will be assigned to the employee that was performing the job at the time.

Scheduled overtime that is required as an extension to an existing shift will be assigned to the most senior employee in the classification who is qualified to perform the work and is on the job at the time.

Scheduled overtime that is not an extension to a shift will be by seniority among employees who are qualified to perform the work and are within the classification concerned.

4.09 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 Wage Rates

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:

Wages:

Classification	Jan. 1/15	Jan. 1/16	Jan. 1/17	Jan. 1/18
Lead Hand				
Probation	15.22	15.22	15.22	\$15.22
>360 hours	17.31	17.66	18.01	18.37
>720 hours	19.68	20.07	20.47	20.88
>1500 hours	20.81	21.22	21.65	22.08
Wine Educator				
Probation	13.74	13.74	13.74	13.74
>360 hours	16.09	16.41	16.74	17.07
>720 hours	17.56	17.92	18.27	18.64
>1500 hours	19.38	19.77	20.16	20.57
Retail Associate				
Probation	12.20	12.20	12.20	12.20
>360 hours	15.44	15.75	16.07	16.39
>720 hours	17.26	17.60	17.96	18.31
>1500 hours	18.58	18.96	19.33	\$19.73
Premiums				
Translator	\$1.00			
Shipper/Receiver	\$0.50			
Tour Guide	\$0.75			
First Aid	\$1.00			

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

- a) Employees who post into a Shipper/Receiver classification will be paid at the Wine Educator Rates. All other employees designated as Shipper/Receivers will be paid the Shipper/Receiver premium.

- b) First Aid attendants will be paid the premium for all hours worked.
- c) Employees hired after the date of ratification shall be paid the following wage rates:

Retail Associate	
Probationary Rate	\$12.20
After Probation	\$13.50
After 1000 hours worked	\$15.14
After 1750 hours worked	\$16.92
After 2500 hours worked	\$18.22

General wage increases will not apply to the above wage rates. Premiums will apply.

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 Employees Posting to Lower Rated Job

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 Employee Accepting Higher Rated Position

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 First Aid Attendant

The Employer will train two (2) bargaining unit employees to have their level 2 certification.

5.06 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 eight percent (8%) per annum over any twelve (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 eight percent (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.

5.07 Gratuities

Gratuities will be in keeping with the current practice.

5.08 Service Bonus

For hours worked beginning January 1, 2005, employees will be paid a service bonus of five hundred dollars (\$500) for every five thousand (5,000) hours worked.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Holiday Entitlement

- (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 Qualifications for Statutory Holiday Pay

As per the Employment Standards Act.

6.03 Definition of a Day Worked

As per the Employment Standards Act.

6.04 Work Performed on a Statutory Holiday

As per the Employment Standards Act.

6.05 Union Negotiating Committee

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 thirty five (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 Calculation of Vacation Pay

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 Employees on WCB, WI and LTD

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 (1) 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 Employees Attaining One Years Service

- (a) Once initial vacation entitlement has been achieved (i.e. one year's 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 to be taken in Year of Eligibility

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.

Vacations may not be taken from the period starting July to the end of the Fall Wine Fest except by mutual agreement.

In reviewing requests for vacations during this period of time, the Employer will consider the importance of the request in light of the needs of the operation, and make a reasonable determination.

All vacations not approved or not requested by March 31st must be requested by September 15th and employees shall know if it is approved within two (2) weeks of the request being made.

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 Current Privileges and Amenities

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.

8.02 Employee Clothing

The current practice regarding the supplying and cleaning of employee uniforms will continue and will be in compliance with the Employment Standards Act of B.C. The Employer may, at its discretion discontinue or change the “look” of the uniforms.

Safety Footwear will be provided to employees who regularly do tours in the stainless steel fermentation area of the plant or to employees in keeping with WCB regulations.

Those employees that have completed one (1) year of continuous service without a break in seniority shall receive for shoes, trousers, scarves and ties the following:

January 2015	January 2016	January 2017	January 2018
\$275.00	\$275.00	\$275.00	\$275.00

Employees may be required to return, to a designated administrator, all the used clothing, equipment or materials prior to receiving any new items.

8.03 Contract Copies

The Union will arrange to have 200 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: spouse (including lifetime partner), 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.

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 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.

8.08 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 Office Position will be granted a leave of absence without pay for a period of the term of office. Such leave may be extended upon written re-application and subject to Company approval.

8.09 Safety Committee

A joint Health & Safety Committee consisting of one (1) Union appointed members, and one (1) 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.

8.10 Bulletin Board

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

8.11 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.

8.12 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.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Shop Stewards

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 Plant/Management Committee

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 Grievance Steps

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 Supervisor 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 Supervisor. The Supervisor 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 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 Limits

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 Union Materials

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 Methods and Operations to be Held in Confidence

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 Union Label

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

Upon ratification of this Agreement the employees will be covered by the existing plan for production employees.

11.01 Benefit Entitlement

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 years
Dependants \$200.00 every two 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 Continuation of Benefits

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) 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) hour 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.

11.03 Company 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%) contributions 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 is five thousand five hundred dollars (\$5,500.00).

All employees shall automatically become members of this Plan the first 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 Depositing of Funds

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 funds transfer.

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).

ARTICLE 13 - DURATION OF AGREEMENT

13.01 Duration of Agreement

This Agreement shall be in full force and effect from Ratification, 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 Section 50 of Labour Code of British Columbia

Both parties specifically agree that the termination provisions of the Labour Code of British Columbia, Section 50, Subsections 2 and 3, 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
Erin Strong
Les Shorter
Jane Charbonneau
Marlo McLay

Gerry Bergunder
Roy Graham
Dan Kneller
Farrell Louie
Rita Taylor
Troy Ravndahl

LETTER OF UNDERSTANDING #1

Between

MISSION HILL VINEYARDS

And

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

Hiring Hall

1. The parties recognize that the Current Union Hiring Hall concept does not at this time address the needs of the Employer. However, the parties will work in a co-operative spirit to create a pool of acceptable individuals for vacancies and periodic assignments that may occur at the Mission Hill Wine Store.
2. During the life of this Agreement, the Employer will determine new Mission Hill Wine Store persons that are appropriate for future employment. A list of such employees will be forwarded to the Union and updated as required.

AGREED this 20th day of July, 2015.

FOR THE COMPANY FOR THE UNION

Jay Sharun
Erin Strong
Les Shorter
Jane Charbonneau
Marlo McLay

Gerry Bergunder
Roy Graham
Dan Kneller
Farrell Louie
Rita Taylor
Troy Ravndahl

LETTER OF UNDERSTANDING #2

Between

MISSION HILL VINEYARDS

And

**BREWERY, WINERY AND DISTILLERY
WORKER'S LOCAL 300**

Rehire Provisions

At the time of layoffs, the Employer will provide the Union and its members a list of employees, which they intend to rehire for the following season subject to business demands. Those that will not be rehired will be advised accordingly.

At the time of rehire, those employees that the Employer has agreed to rehire, will be rehired based on their previous Wine Store Seniority. At this time, the Employer also agrees to give due consideration to any other candidate that the Union wishes to put forward.

AGREED to this 20th day of July, 2015.

FOR THE COMPANY FOR THE UNION

Jay Sharun	Gerry Bergunder
Erin Strong	Roy Graham
Les Shorter	Dan Kneller
Jane Charbonneau	Farrell Louie
Marlo McLay	Rita Taylor
	Troy Ravndahl

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