

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BREWERS' DISTRIBUTOR LTD.**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 2 BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)**

**BOTTLE SORT**



**2022-2027**

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**SCHEDULE A  
ARTICLE 1**

**DEFINITION**

**1.01**

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

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

**1.02**

For ease of expression, use of the masculine gender, and singular tense shall mean the same as the feminine gender and plural tense unless otherwise specifically stated.

**1.03**

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

**MANAGEMENT RIGHTS**

**1.04**

The management of the Employer's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement. All management rights

heretofore exercised by the Company, unless expressly limited by this agreement, are reserved to and are vested exclusively in the Company.

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

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

## **ARTICLE 2 BARGAINING AGENCY AND RECOGNITION**

### **2.01**

Should the Union at any time be unable to furnish competent help when requested by the Company, the Company shall be permitted to hire other people temporarily on permit cards as long as such employment does not cause any layoff of the regular Union members. Returned service members to be given preference.

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

### **2.02**

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

### **2.03**

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

## **HUMAN RIGHTS CODE**

### **2.04**

No employee shall be discriminated against or discharged for their activity as a Union member, or for serving on a committee or doing any work in the interest of the Union. Members shall be granted the necessary time for such work without pay, provided notice is given the Company and the time required for such work is not unreasonable.

The Company and the Union endorse to the principles contained in the Human Rights Code and agree to work together to ensure that no employee is discriminated contrary to the Code.

## **DUES CHECKOFF**

### **2.05**

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

### **2.06**

An assignment shall be substantially in the following form:

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

1. Dues of \$\_\_\_\_\_per \_\_\_\_\_.
2. Assessments of \$ \_\_\_\_\_per \_\_\_\_\_.

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

## **2.07**

Having received assignments as above from employees, the Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of current monthly Union dues and assessments in accordance with Article 2.06. A written list of the employees' names, the amounts and descriptions of the above deductions and monies as deducted shall be submitted by the Company to the Union Financial Secretary not later than the twelfth of the month following the month to which the deductions are applicable. All monies deducted less Union paid wages and benefits will be electronically deposited to the applicable Union bank account within one week of each pay deposit date. The Union will be provided with the appropriate documentation supporting these transactions.

## **2.08**

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

## **2.09**

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

## **2.10**

Notwithstanding any provisions contained in Articles 2.06 to 2.09, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands to pay to same.

## **2.11**

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

## **2.12**

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

b) The Union, upon request shall hold shift and/or crew meetings on Company time. Requests for such meetings must be directed through the Distribution Manager or their designate, requests must include anticipated length

of time required and the purpose for such meeting; approval for any such requests will not be unreasonably withheld and/or delayed. Employees shall not lose any regular pay for attending such meetings as approved by the Company and held on Company premises. It is understood that the Company and Union recognize the importance of meeting the work and/or service schedules of the business.

## **NO OTHER AGREEMENT**

### **2.13**

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

## **UNION LEAVE**

### **2.14**

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

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

## **ARTICLE 3 SENIORITY**

### **3.01**

Seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date they were first employed, unless their seniority was broken, in which event such calculation shall be from the date that they returned to work following the last break in their seniority.

### **3.02**

Seniority shall not be considered broken by reason of:

- a) Absence on leave when granted mutually by the Company and the Union.
- b) Absence due to season layoff providing the employee is available for work on date of being recalled in the order of their seniority (and referring to Article 3.06(e)).
- c) Sickness or injury.
- d) Active service in the armed forces of the country.

## **LAY OFFS**

### **3.03**

Procedure regarding lay offs:

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

STEP 2: If further reduction of staff is necessary then the employees shall be laid off in order of seniority as

defined in Article 3.01 and 3.02, provided that the senior employee is willing and able to perform the work required of them and provided the employee has been given the opportunity to apply for job training. The last member hired shall be the first member laid off and so on in that order. No employee of the Company other than a member of the Union shall do the work of a journeyman while any Union member is laid off.

STEP 3: When the Company institutes a temporary layoff, it shall provide as much notice to affected employees as is practicable given its operational requirements.

### **3.04**

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

### **3.05**

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

## **LOSS OF SENIORITY**

### **3.06**

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

- a) if they quit;
- b) if they are discharged for cause;

c) if they are absent from work for three (3) consecutive shifts without having notified the Company and received permission to be absent in advance where that is possible;

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

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

f) an employee with less than ten (10) years seniority will automatically lose their seniority and cease to be an employee of the Company in case of layoff for a period of twelve (12) months. An employee with more than ten (10) years seniority will automatically lose their seniority and cease to be an employee of the Company in the case of layoff for a period of eighteen (18) months. It is agreed that if an employee is not recalled from layoff for an aggregate of more than thirty (30) days then the employee's period of layoff shall be considered not to have been interrupted;

g) notwithstanding (f) above, if an employee with less than one year of seniority is laid off for 6 consecutive months;

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

## **SEPARATION PAY**

### **3.07**

1) A regular employee shall be entitled to separation pay as set out in Sub-section .03 provided they have not been excluded by Sub-section .02 and provided they meet any of the following eligibility provisions:

a) if they are terminated for a reason other than set out in Sub-section .02;

b) if they are laid off and on any date during their layoff the hours scheduled for them during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided they are not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;

c) in special cases where a laid-off employee appears to have little prospect of recall to regular work within a period of six (6) months they may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;

An employee eligible for a separation payment hereunder must apply for it not later than six (6) months after they first becomes eligible therefore, otherwise their right to such payments may be cancelled.

Notwithstanding the above, if the Company permanently discontinues an operation, an employee laid off as a result thereof must apply for and shall receive any separation pay to which they are entitled without waiting the six month period.

2) Notwithstanding Sub-section .01, an employee shall be excluded from separation pay eligibility if:

a) they quit;

b) they are terminated for just cause;

c) they are terminated under Section 3.06 of this Collective Agreement;

d) they have been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless

(i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or

(ii) the direction or decree purports to change the method of beer retailing within the Province;

e) they have been laid off because of any act or war or hostile act of any foreign power or by an act of sabotage or insurrection or by any act of God;

f) they are laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff;

g) they are in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Workers Compensation Act;

h) they are entitled to receive any pension under the Company or Government Pension Plan.

3) The amount of the separation payment of an eligible employee shall be equal to one week's base earnings (computed on the basis of their hourly rate in effect as of the time of layoff) multiplied by the number of their completed years of seniority (as used for vacation entitlement) as of the last day they actively worked in the Bargaining Unit.

4) If an employee applies for and accepts a separation payment hereunder, their employment is terminated and their seniority and other rights under the Collective Bargaining Agreement are cancelled.

## **JOB FAMILIARIZATION**

### **3.08**

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

a) If a member of the Union be deemed to be on a job familiarization basis for the first forty five (45) days worked from the day they started with the Company. Such job familiarization period will be for the purpose of determining the employee's suitability for employment. During such period they shall be paid the job rate specified herein for the work they are doing;

b) If not a member of the Union but skilled in the job category for which they are employed, be deemed to be on a job familiarization basis for the first 60 days worked from the date they started with the Company. Such job familiarization period will be for the purpose of determining the employee's suitability for employment. During such period they shall be paid the job rate specified herein for the work they are doing;

c) If not a member of the Union and not skilled in the job category for which they are employed, be deemed to be on a job familiarization basis for the first 60 days worked from the day they started with the Company. Such job familiarization period will be for the purpose of determining the employee's suitability for employment. Such new person shall be paid the permit card rate for the first 60 days worked. They shall thereafter be paid the job rate in accordance with Article 5 of this Agreement;

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

## **SENIOR PREFERENCE FOR ADVANCEMENT**

### **3.09**

Whenever a job vacancy is created the Company shall post a standard notice on the bulletin board in each department for at least five (5) consecutive working days. Interested employees who wish to apply to fill such vacancy will complete a form, provided by the Company, as application for the posting; the form shall be a two-part form, containing one copy to be retained by the applicant and one copy to be submitted as application.

### **3.10**

Any employee covered by this Agreement may apply in this manner and the vacancy shall be filled on the basis of seniority, provided the employee has the merit and ability.

### **3.11**

The person selected will be given a reasonable trial period to prove their suitability. They will have the right to return to their former job within 30 days.

a) Employees who are absent from work are responsible for contacting the Company to find out if there are any posting vacancies. Employees who have been absent from work for a period of thirty (30) calendar days or more will have fourteen (14) days from the close of posting to advise the Company of their application for the posting.

### **3.12**

If, after working in their new job, or in their new department the applicant finds the job has been discontinued, or for other reasons, they shall be transferred back to the department from which they last transferred, and they shall retain all their seniority rights.

### **3.13**

The standard application form to be used for posting on the bulletin board shall specify the type of job vacancy, outline of work required, and specify the job's regular starting time. Regular starting time may only be changed pursuant to Article 4.

### **3.14**

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 days after the said difference arises, be dealt with under Grievance Procedure, starting with Step 3.

### **3.15**

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

## **SENIORITY RESPECTING OVERTIME**

### **3.16**

Subject to the efficient operation of the Company it is agreed that in the event it is necessary to work overtime in any department workers shall be acquired in the order of their seniority within the department to do such overtime work. Incidental overtime occurring at the end of a shift shall be offered to those employees working on the shift in the department concerned in order of their seniority firstly, to those employees working on the shift in other departments secondly, and then to employees not on shift.

## **ARTICLE 4 HOURS OF WORK**

### **4.01**

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

#### **4.02**

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

(Refer also to Letter of Understanding No.1)

#### **4.03**

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

#### **4.04**

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.

### **OVERTIME**

#### **4.05**

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

#### **4.06**

All overtime shall be calculated at double time, with no pyramiding, except for triple time as provided in Article 4.08.

#### **4.07**

The following work shall be considered overtime:

- a) work performed in excess of eight (8) hours on any regular working day;
- b) work performed prior to scheduled starting time;
- c) work performed after scheduled quitting time;
- d) work performed on Sundays;
- e) work performed on statutory holidays.

### **SUNDAY TIME**

#### **4.08**

For all work performed up to eight (8) hours on Sunday, the premium rate of double time shall be paid to all employees. All work performed over eight (8) hours on Sunday shall be paid for at the rate of triple time.

### **SHIFT CHANGES**

#### **4.09**

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

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

#### **4.10**

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

- a) the employee has changed a job at their own request;
- b) the changed job is a promotion, a bumping, or a training position;
- c) the employee is returning to their customary job.
- d) the change occurs as a result of equipment breakdown.

### **WORK BREAKS**

#### **4.11**

The Company shall allow employees two work breaks of no more than 15 minutes each, one in each half of a regular shift.

An employee shall receive a paid 15-minute work break after completing one hour of overtime work beyond their scheduled shift.

## **OVERTIME MEAL ALLOWANCE**

### **4.12**

In the event overtime is to be worked without notice being given the previous day and the period of overtime is to be more than two (2) hours in duration, then the Company agrees to provide the cost of a meal for all employees working such overtime up to a maximum of ten dollars (\$10.00).

## **CALL OUT**

### **4.13**

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

### **4.14**

If an employee is called into work for less than 8 hours but more than 4 hours, they shall be paid for 8 hours at straight time. This provision will not apply to a situation where an employee is receiving overtime or premium pay. If the employee has completed their regular work prior to the expiry of 8 hours, then in order to claim the 8 hours pay, they must be prepared to accept other work, such as warehouse or cleanup.

### **4.15**

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

## **COMPANY APPROVED MEETINGS**

### **4.16**

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

## **ARTICLE 5 WAGES**

### **5.01**

Wages shall be paid by direct deposit every other Friday at not less than the following minimum rates. Paystubs to be available before commencement of the Friday working shift.

Where a statutory holiday is observed on the Friday, wages shall be paid before commencement of the Thursday morning shift. For night shift employees, pay shall be available before the completion of their Thursday evening shift, or, in case of a Statutory Holiday, before the end of their Wednesday shift.

## 5.02

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

Employees hired after May 6, 1997	Per Hour Rate				
	<u>April 21, 2022</u>	<u>April 21, 2023</u>	<u>April 21, 2024</u>	<u>April 21, 2025</u>	<u>April 21, 2026</u>
Forklift Drivers	\$30.96	\$31.96	\$32.92	\$33.58	\$34.17
All other Help	\$28.89	\$29.83	\$30.72	\$31.33	\$31.88
Premium when driving Forklift	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Employees hired after April 21, 2016	Per Hour Rate				
	<u>April 21, 2022</u>	<u>April 21, 2023</u>	<u>April 21, 2024</u>	<u>April 21, 2025</u>	<u>April 21, 2026</u>
All other Help	\$25.36	\$26.18	\$26.97	\$27.51	\$27.99
Casual	\$22.77	\$23.51	\$24.22	\$24.70	\$25.13
Casual (61-120 shifts)	\$17.46	\$18.03	\$18.57	\$18.94	\$19.27
Premium when driving Forklift	\$5	\$5	\$5	\$5	\$5
Permit Cards (1-60 shifts)	\$15.93	\$16.45	\$16.94	\$17.28	\$17.58

Should British Columbia's minimum wage rate surpass the permit card rate provided above, the permit card rate shall be increased to match the new minimum wage.

Employees shall receive a premium of \$1.00 per hour for each hour worked on the can crusher.

Effective the date of ratification, employees hired after May 6<sup>th</sup>, 1997 who are assigned to a forklift shall receive a premium of two dollars (\$2.00) per hour. Effective April 21, 2017 this premium will be increased to three dollars and fifty cents (\$3.50) per hour, and increased to five dollars (\$5.00) per hour effective April 21, 2018. This will be paid

to employees who are scheduled for a full shift or assigned for a partial shift to operate a forklift. Those employees who are assigned a forklift job for two hours or any portion of two (2) hours will receive the premium for two (2) hours. Those employees who are assigned a forklift job for more than two (2) hours but less than four (4) hours will receive the premium for four (4) hours. Those employees who are assigned a forklift job for more than four (4) hours but less than eight (8) hours will receive the premium for eight (8) hours.

- a) In the event of an overpayment, the employee agrees to either pay back the amount owing in one lump sum, or alternately, pay the overpayment back to the Company in installments in an amount agreed to by the Employee and the Company. When repayment is made in installments the total amount will typically be repaid within twelve (12) months. However, the parties may mutually agree to extend this repayment period.

### **5.03**

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

- a) an existing over scale; or
- b) a transfer instituted by Management due to technological or production method changes shall not have their wage rate reduced but shall stay at the wage rate they are receiving until the rate of their new job reaches the rate being received.

#### 5.04

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

#### 5.05

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

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

### **COST OF LIVING ALLOWANCE**

#### **5.06**

A Cost of Living Allowance (COLA) in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from April 21, 2022 to April 20, 2023, the first pay period following publication of the March 2023 Consumer Price Index, on the basis of \$0.01 per hour for each full .3 change in the Consumer Price Index, (1971=100) in the period from April 21, 2022 to April 20, 2023 calculated by subtracting the Consumer Price Index (1971=100) for the

month of March, 2022, after adding thereto 7% of the March 2022 Consumer Price Index (1971 = 100), from the Consumer Price Index (1971 = 100) for the month of March 2023. This COLA formula will be repeated each contract year, in the above described manner, until the expiry of this Collective Agreement.

## **SHIFTS AND PREMIUMS**

### **5.07**

#### **Normal Day Shift**

Any shift starting between 6:00a.m. and 10:00a.m. and running for eight hours shall be considered to be the day shift.

#### **Afternoon Shift:**

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

#### **Night Shift:**

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

### **5.08**

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

### **5.09**

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

### **5.10**

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

### **5.11**

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

## **FIRST AID**

### **5.12**

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

### **5.13**

The designated First-Aid Attendant position shall be posted in accordance with Article 3.

#### **5.14**

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

#### **5.15**

The Company shall provide for the training and retraining of First-Aid Attendants on Company time and the costs of such training shall be borne by the Company subject to the following:

The employee to be trained must hold position of Designated First-Aid Attendant or Relief First-Aid Attendant.

#### **5.16**

Should additional first aid relief be required, a training position shall be posted and the successful applicant determined in accordance with Article 3.08 of the Collective Agreement.

## **ARTICLE 6 STATUTORY HOLIDAYS**

#### **6.01**

The following shall be considered as Statutory Holidays which employees shall not be required to work: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Truth and Reconciliation Day, Christmas Day and Boxing Day, and any other Statutory Holiday proclaimed by the Federal or B.C. Government.

## **6.02**

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

## **6.03**

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

## **6.04**

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

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

## **ARTICLE 7 VACATIONS**

## 7.01

Regular employees in service of the Company for one year, or longer, shall be granted two weeks vacation per year with full pay or 4%, whichever is greater. Vacations to be taken at the time stipulated by mutual consent of employees and the Company. All employees will be entitled to two (2) weeks of vacation between the week in which June 15 falls and the week in which August 31 falls, inclusive. Vacation during this prime time period may exceed two (2) weeks provided space is available and it is operationally feasible. Employees to state their selected periods for non-prime time and prime time vacation by January 31<sup>st</sup>.

Vacations will be scheduled in order of seniority on the employee's posted booking date. Weekly vacation bookings submitted by January 31<sup>st</sup> will take precedence over daily vacation bookings. If an employee does not submit their vacation request by their posted booking date their vacation request will then be honored on a first-come first-served basis.

## 7.02

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

Completed Years of Service	Vacation Entitlement (weeks)
3 < 8	3 weeks
8 < 15	4 weeks
15 < 20	5 weeks
20 < 25	6 weeks

25 +	7 weeks
------	---------

**7.03**

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

**7.04**

In the case of employees receiving three (3), four (4), five (5), six (6) or seven (7) weeks vacation, one (1) week, two (2) weeks, three (3) weeks, four (4) weeks, or five (5) weeks, whichever is applicable, must be taken outside the period detailed in Article 7.01. The employee must record by January 31 the dates on which they wish to take these service holidays. The Company may request that service holidays be arranged so that the efficient operation of the Company is not affected, e.g. availability of tradespersons, etc.

**7.05**

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

When an employee has scheduled their vacation in accordance with 7.04 above but is unable to take it before the end of the calendar year due to their being disabled on WCB or WI, the Company will permit a carry over of up to 2 weeks of vacation, which must be taken by March 31st of the following year. Failing this the WCB or WI will be

topped up to 100% of wages for the days of outstanding vacation.

The vacation entitlement will be discharged based on one day of vacation for one day of top up. In no event shall the employee be entitled to receive more in combined compensation and vacation wages than they would have received were they not in receipt of such disability payments.

#### **7.06**

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

#### **7.07**

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

- 1) The employee shall advise their supervisor of their illness or injury and make arrangements to have the Weekly Indemnity form completed.

- 2) All approved requests will result in the employee's remaining days of vacation being cancelled, as prescribed above, the day after the request is received. The remaining vacation time shall be scheduled at a time mutually agreeable to the Company and the employee.

3) Any vacation pay held by the employee, for the cancelled period shall be returned to the Company and reissued for the rescheduled vacation period.

**7.08**

Notwithstanding the provisions of Article 7.01 to 7.05, an employee must have actually worked ninety (90) days including all days on Workers Compensation in the previous vacation year to be entitled to their full vacation pay. Employees who have worked less than ninety (90) days including all days on Workers Compensation shall receive the vacation pay to which they otherwise be entitled under Article 7 pro-rated to reflect the ratio of the days actually worked to total working days (i.e. regular entitlement x days worked divided by 249). Days on Workers Compensation is to be counted as days worked strictly for the purposes of this Article.

**ARTICLE 8  
BONUS DAYS**

**8.01**

As of January 1<sup>st</sup> of each year, regular employees with three (3) or more years of seniority shall receive bonus days in accordance with the following:

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

## **8.02**

In the event any employee who has Benefit Service is expected to be laid off during any calendar year, the Company and the Union shall discuss the matter and, if the Union agrees, instead of cash bonus payments hereunder, time off with pay may be scheduled for certain of the employees who would otherwise be entitled to such payment.

## **8.03**

Such discussions shall be held in the month of December of each year (and at such other times as the parties may agree) to determine to what extent vacation time off with pay should be scheduled in lieu of payment of cash bonuses to alleviate lay off of junior employees having Benefit Service.

## **8.04**

Should the Union decide to use bonus credits to stabilize the employment of employees, the outstanding bonus entitlement will not be paid off prior to December 15. If, however, the Union decides to use the bonus entitlement as a straight cash supplement to vacations, the bonus will be paid in cash at the time of the employee's vacation.

## **8.05**

Notwithstanding the provisions of Article 8.01, an employee must have actually worked ninety (90) days including all days on Workers Compensation in the previous calendar year to be entitled to their full bonus. Employees who have worked less than ninety (90) days including all days on Workers Compensation shall receive the bonus to which they otherwise be entitled under Article 8 pro-rated to reflect

the ratio of the days actually worked to total working days (i.e. regular entitlement x days worked divided by 249). Days on Workers Compensation is to be counted as days worked strictly for the purposes of this Article.

## **ARTICLE 9 SOCIAL SECURITY**

### **9.01**

This Plan shall be effective the date of signing the Agreement, and shall continue to be binding on the parties to the Agreement for so long as the Agreement is binding between the parties. The Company may provide coverage by alternate carriers provided the benefit levels and service arrangements are the same or better than with the existing carrier.

An employee who is laid off continues to participate in the Social Security Plan of the Company applicable to employees in their Bargaining Unit to the end of the month following the last in which they have worked in the Bargaining Unit. An employee in such situation is restored to participation immediately upon completion of eight (8) hours work in the Bargaining Unit.

Notwithstanding the continuation of benefits outlined above, a regular employee who is laid off will continue to receive BC MSP coverage for three (3) months following the date of layoff.

## **ELIGIBILITY**

### **9.02**

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

- a) If qualified for the present benefit plans on the date this Agreement is signed, they shall be eligible on the effective date of the Agreement; or
- b) New employees will be eligible upon attaining benefit status in accordance with the provisions of the “Branch Manning” Letter of Understanding attached hereto.

### **9.03**

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

## **LIFE INSURANCE**

### **9.04**

Effective date of ratification, the amount of Life Insurance coverage shall be increased to \$64,000 for benefit status employees actively at work on that day. Employees not actively at work on the above-named days shall only be provided increased insurance coverage upon their return to active employment.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **9.05**

Effective date of ratification, the amount of Accidental Death and Dismemberment Insurance shall be increased to \$64,000 for benefit status employees actively at work on that day. Employees not actively at work on the above-named days shall only be provided increased insurance coverage upon their return to active employment.

## **MEDICAL, SURGICAL AND HOSPITAL**

### **9.06**

- a) Each eligible employee shall be insured in the Medical Services Plan of B.C. and the Extended Health Benefits Plan.
- b) Effective date of ratification, Vision Care coverage will be provided to all regular employees and dependents for the purchase of prescribed lenses or frames or contact lenses to a maximum of two hundred and fifty (\$250.00) per person every two (2) years.
- c) Eye exams will be covered up to eight-five dollars (\$85) every two years.
- d) Effective April 21, 2013, the extended health coverage will be amended to provide reimbursement for expenses incurred relative to the purchase of hearing aids for employees and dependents (immediate family) up to the age of 65, when prescribed, to a maximum of up to

\$500.00 per person per four year period. Coverage will not include repairs or maintenance.

## **DENTAL**

### **9.07**

Dental Care Plan for active employees.

Plan "A" 100% to a yearly maximum of \$1,500.00

Plan "B" 75%

Plan "C" 50%

The combined lifetime maximum for restorative and orthodontic services is \$5,300.00. An annual reinstatement of up to \$700.00 will be provided at the beginning of each calendar year, if required, to restore such lifetime maximum to the level of \$5,300.00.

## **SICK LEAVE**

### **9.08**

Each regular employee shall be entitled to sick leave under the following conditions, provided they furnishes a doctor's certificate proving their disability to the satisfaction of the Company.

- a) Sick leave will be pro-rated in the year in which an employee attains regular status.
- b) Each regular employee shall be entitled to sick leave of ten (10) days for each calendar year.
- c) Any unused sick leave will be paid to employees on the last pay day before Christmas.

e) Regular employees who have been absent from work for the full calendar year shall not be entitled to sick leave or payout.

e) Sick leave may be used as top up however must be used in one-half hour increments. In all cases, such top up will not exceed a full day's work.

f) Sick leave will be pro-rated in the year in which an employee is terminated. The employee shall be entitled to payment of any unused sick leave up to a maximum of five (5) days.

g) Upon retirement, a regular employee shall be paid any unused portion of the ten (10) days sick leave in cash.

## **9.09**

This sick leave shall not be cumulative and shall be applied to provide full pay (in certain instances by supplementing Weekly Indemnity or Workers' Compensation payments) for working days lost during:

a) the three (3) waiting days prior to start of Weekly Indemnity payments resulting from illness; or

b) in the case of non-occupational accident an employee shall have the option of using 3 hours of sick pay to bring their Weekly Indemnity from 66 2/3% of their daily wages to full pay thus reducing by 3 hours an employee's maximum entitlement of sick days, when supplementing Weekly Indemnity to full pay in this manner.

c) during the first three (3) days of Workers' Compensation payments, in which case sick pay will be

used to supplement Workers' Compensation payments up to full pay.

### **9.10**

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

### **9.11**

An employee's maximum entitlement of sick leave per year shall be reduced by one (1) day for each full or partial day's payment of sick leave. For each day of Weekly Indemnity supplemented, the employee's maximum sick leave shall be reduced by three hours.

### **9.12**

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

### **9.13**

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

1. Employees who are unable to work because of sickness and who wish to claim sick leave must notify the Company as soon as possible prior to their scheduled start time so that arrangements may be made for replacement if necessary.

2. Employees who have routine medical or dental appointments are to make every effort to schedule them before or after working hours or on their own time.

3. If medical or dental appointments cannot be arranged other than during working hours, they should be scheduled near the beginning or end of the employee's shift and the Company should be notified at the time the appointment is made.

4. If the company does require a doctor's certificate proving disability to the satisfaction of the Company, a proper certificate must be provided. Notes merely stating that the employee consulted a doctor will not be accepted; the note must confirm that the employee was unable to work.

In cases of workplace injury or where the Company sends the individual for a doctor's certificate and confirms that payment will be made by the Company, a maximum of \$50.00 will be reimbursed to the employee.

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

### **9.14**

Where an employee is disabled due to a sickness or non-occupational accident, a weekly benefit amounting to 66 2/3% of wages (applicable classified hourly rate X 40) in effect during the 26 week period will be paid to an employee who is off work and under the care of a doctor.

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

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

### **9.15**

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

### **9.16**

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

### **9.17**

The LTD plan will provide the payment of 60% of wages (applicable hourly rate X 40) in effect during the first 78 weeks of the Long Term Plan. Should the disability continue past the 104th week (26 weeks + 78 weeks) the future weekly benefit will be calculated at 60% of wages (hourly rate X 40) in effect at the 104th week of disability.

### **9.18**

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

a) for the first one hundred and four (104) weeks of a disability provided the employee is unable to perform their own job;

b) in excess of 104 weeks, provided the employee is unable to perform any job for any employer for which they are reasonably qualified by training and education or experience, to perform, as determined by the insurance carrier.

### **9.19**

The Weekly Indemnity Plan and the Long Term Disability Plan will be of a standard nature underwritten by an insurance carrier and will include an offset clause for integrating statutory payments such as Canada Pension Plan, Unemployment Insurance and in the case of Long Term Disability, will also include an offset clause for integrating Workers' Compensation.

## **9.20**

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

## **9.21**

Group Life, A.D. & D., M.S.P. and Extended Health Benefits shall be continued in force during any period the employee is receiving Weekly Indemnity or Long Term Disability Benefits. Employees drawing benefits under the Weekly Indemnity Plan shall receive a supplement up to full pay for statutory holidays falling within the 26 week period. Employees drawing benefits under the Long Term Disability Plan shall not be eligible for vacation entitlement after 104 weeks.

## **9.22**

The cost of the Welfare Plans shall be borne by the Company. The Company will pay full cost of the Dental Care Plan with coverage terminating when the employee ceases employment or becomes a pensioner. The Company may provide coverage by alternate carriers provided the benefit levels and service arrangements are the same or better than with the existing carriers.

## **CANCELLATION OF BENEFITS**

## **9.23**

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

## PENSIONS

### 9.24

The Company agrees to continue the present pension plan for the duration of the Collective Agreement.

Normal Retirement Date (NRD):	\$2,525
Special Early Retirement (SER):	\$2,400
Accrual:	\$43

A member retiring after having attained age 55 prior to April 21, 2016 and whose age plus years of credited service total 85 or more (but prior to having qualified for Special Early Retirement) is entitled to an immediate accrued pension equal to the amount of accrued vested pension to their credit for service to date of early retirement.

In addition, such member shall be entitled to a lifetime supplement calculated as if the member had attained age 65 on their date of retirement but using their current unreduced vested accrued pension and their related credited service, the full unreduced Canada Pension Plan Retirement benefit and the normal retirement minimum pension all determined as of the member's actual date of retirement.

The Company will provide the necessary contributions to the pension plan for an employee receiving benefits from the Weekly Indemnity or Long Term Disability Plans at the rate of pension accrued in effect at the commencement of the disability.

The Company will also provide a pre-retirement death benefit as follows:

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

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

\*For further information, please refer to explanatory notes on page 93.

## **BENEFITS FOR PENSIONERS**

### **9.25**

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

a) Normal Retirement:

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

(ii) M.S.P. will be continued as long as the pensioner is a resident of B.C.

b) Total and Permanent Disability Retirement:

(i) Life Insurance will be continued in the amount of \$20,000 to age 65, then reduced to \$4,000.

(ii) M.S.P. will be continued as long as the pensioner is a resident of B.C.

## **9.26**

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

## **PENSION COMMITTEE**

### **9.27**

A pension review committee will be established to address pension issues regarding but not limited to the review of actuary levels, the contribution levels of the Company, and the plan design.

The Pension Committee shall consist of two regular benefit employees to be appointed by the Negotiating Committee. The Company and Committee to meet once per calendar year in October.

## **CASUAL EMPLOYEES**

### **9.28**

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

- a) are not entitled to benefit status however will be entitled to benefit status if they move to regular status in

seniority order as part of maintaining the minimum number of core employees;

b) are entitled to seniority. Seniority will terminate if they have no hours for a six (6) month period; Article 3.02 shall not apply in a case where a layoff occurred during the time an employee was away from work under any of the provisions of 3.02;

c) are scheduled or called in to work in order of seniority, subject to their availability and dependent on their qualification;

d) may perform all duties as assigned

e) casual employees shall be available for all shifts

## **LEAVE OF ABSENCES**

Casual employees are not entitled to paid leaves of absences with the exception of bereavement pay; When a casual employee attends the funeral or memorial service of an immediate relative, the employee will be entitled to bereavement leave with pay, (as defined in Article 11.03) at the rate paid on their last scheduled shift, provided they were scheduled to work on the days in question;

## **STATUTORY HOLIDAYS**

Shall be paid eight (8) hours for Statutory Holidays at their current pay rates provided the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed, and the employee has not been absent without permission on the last work day scheduled for them

immediately prior to the day on which the said holiday is observed and the first work day scheduled for them immediately after the day on which the said holiday is observed.

## **VACATION**

Shall receive any vacation pay owing them based on the Employment Standards Act.

## **BENEFITS FOR CASUAL EMPLOYEES**

### **9.29**

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

a) Insurance in the Medical Services Plan of B.C. Once an employee has been enrolled by the Company in the Medical Services Plan of B.C., these premiums will be paid for by the Company and if the employee does not meet the eligibility criteria outlined above the cost of these premiums will be deducted from their pay.

b) One hundred percent (100%) premium reimbursement for Extended Health Care and Dental Care coverage as provided by Pacific Blue Cross 'Standard Plan - First Choice Health and Dental Combined' for Family, Couple, or Single.

All reimbursements will be made through payroll.

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

**10.01**

Shop Stewards, all of whom shall be regular employees of the Company, shall be elected by the Union and recognized by the Company. There shall be one shop steward tentatively for each department.

**10.02**

a) Grievance and Negotiating Committee

There shall be a Grievance and Negotiating Committee, consisting of up to three employees designated by the Union, who are actually then in the employ of the Company, and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Committee on Labour Relations or the Grievance and Negotiating Committee.

b) Committee on Labour Relations

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

c) Committee Meetings

All meetings of the said Committee on Labour Relations with the Grievance and Negotiating Committee shall be under the chairpersonship of a member of the Committee on Labour Relations or a member of the Grievance and

Negotiating Committee, responsibility of this chairpersonship will rotate monthly. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party. The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meeting.

### **10.03**

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

### **10.04**

In case a grievance arises, the parties will make an honest effort to settle the differences by proceeding through the following steps until the grievance is settled or otherwise disposed of:

#### **STEP 1**

The aggrieved employee shall notify their Shop Steward if a grievance arises who shall immediately request time off from their Supervisor to discuss the matter if it is urgent. If the case is not urgent then the Shop Steward with or without the aggrieved person shall take up the matter with the Supervisor at the end of the shift. Failing a satisfactory settlement the grievance shall be put in writing and submitted to the Supervisor of the employee involved within five (5) working days from the time the grievance arose. The Supervisor shall provide a written answer within twenty-four hours (Saturdays, Sundays and Holidays excluded). If this answer is not satisfactory or if no

answer is received by the Union the next step of the grievance procedure may be invoked.

## **STEP 2**

The grievance shall be submitted within forty-eight (48) hours to the next level of management. Within five (5) working days the grievance will be discussed and resolved, or a written answer will be provided and if it is not resolved or if no answer is received by the Union the grievance may proceed to Step 3.

## **STEP 3**

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

### **10.05**

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

### **10.06**

The time limits specified in Steps 1, 2, and 3 may be extended by written agreement between the parties. The Chairperson of the Grievance Committee, on behalf of the Union, or the Manager, on behalf of the Company, may file a policy grievance at Step 3 of the Grievance Procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application,

operation or alleged violation of the Agreement, including whether or not a matter is arbitrable.

## **ARBITRATION AND INDUSTRY TROUBLESHOOTER**

### **10.07**

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

#### **a) Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application, or alleged violation of this agreement including any question as to whether a matter is arbitral, during the term of the collective agreement, such difference may be referred to an Industry Troubleshooter. In the event the parties are unable to agree on an Industry Troubleshooter within a period of 30 calendar days, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person. The parties will endeavor to reach an agreed to statement of facts prior to the hearing. The recommendation from a Troubleshooter shall not be binding without mutual agreement by the parties.

b) Expedited Arbitration

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

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

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

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

e) As the process is intended to be non-legal, outside lawyers will not be retained to represent either party during an Industry Troubleshooter or Expedited Arbitration. All presentations should be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

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

g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated within and may include

an immediate verbal award if the parties so agree. Otherwise, the decision of the Expedited Arbitrator or Industry Troubleshooter is to be completed and delivered in ten (10) working days of the hearing.

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

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

j) Single Arbitrator

The grievance will be submitted to an Arbitration Board composed of a sole Arbitrator, mutually agreed to by the Company and Union, who shall act as Chairperson. At the time that either party serves notice, in writing, of its intention to proceed to arbitration it shall, at the same time, notify the other party of the name of its legal representative. The other party shall appoint its legal representative within five (5) calendar days of receiving written notice and these two legal representatives shall agree on a person to act as sole Arbitrator. Unless mutually agreed to, if they fail to agree within fourteen (14) calendar days from the appointment of the second legal representative, the Minister

of Labour of British Columbia shall appoint a sole Arbitrator.

### **10.08**

Any disputes concerning the interpretation, application, operation or any alleged violation of this Article shall be subject to the grievance procedure, but, if the dispute reaches the arbitration stage, the parties shall agree upon a single arbitrator to hear and determine the difference. Upon failure of the parties to agree upon a single arbitrator within seven days, the Minister of Labour shall be requested to appoint the arbitrator.

a) It is agreed that the Company will approve one or more members from the Plant Committee to attend arbitration hearings and any plant members which are at the arbitration hearings at the request of the Company and the Union.

b) Each of the parties shall bear one half of the expenses of an Arbitrator or Industry Troubleshooter.

## **NO STRIKE OR LOCKOUTS**

### **10.09**

There shall be no strikes or lock outs so long as this agreement continues to operate.

## **ARTICLE 11 GENERAL**

### **ELECTION DAY**

#### **11.01**

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

### **JURY DUTY**

#### **11.02**

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

### **BEREAVEMENT PAY**

#### **11.03**

When an employee attends the funeral or memorial service of an immediate relative they shall receive leave of absence for not less than three (3) consecutive days (one of which days shall be the day of the funeral or memorial service) and shall receive eight (8) hours straight time rate of pay for

each of such days absent on which they would otherwise have been working. "Immediate relative" shall mean: Wife, Husband, Life Partner, Daughter, Son, Mother, Father, Sister, and Brother, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, grandparents and grandchildren.

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

## **JOB TRAINING**

### **11.04**

Before selecting employees for training on other jobs, the Company will post the training 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 will be given preference. Notwithstanding the foregoing, the Company may temporarily assign any employee to any job.

### **11.05**

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

- a) the course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee;
- b) the course is likely to contribute to the employee's performance or advancement within the Company;

c) the employee offers proof of successful completion of the course;

d) the maximum refund to any employee in any one calendar year will be \$200 for any full term course and \$100 for any half-term course.

## **SAFETY AND HEALTH**

### **11.06**

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

## **PROTECTIVE EQUIPMENT**

### **11.07**

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

### **11.08**

All personal protective equipment shall be supplied free of cost with the exception of those items listed below:

Safety Shoes

- a) Once per contract year the Company will supply a \$225 boot voucher to all regular employees, upon their request, for the purchase of safety footwear.
- b) Upon completion of their probationary period, once per contract year a boot voucher for \$150.00 will be supplied to casual employees, upon their request, towards the purchase of safety footwear.
- c) Effective January 1, 2017, the Company will include provision for insoles to be purchased with the safety boot allowance indicated above.

## **CLOTHING ALLOWANCE**

### **11.09**

Regular employees will be provided an annual uniform allowance of \$260.00. Casual employees will be provided an annual uniform allowance of \$100.00. Employees will be responsible for laundering and maintenance of the garments. Replacement costs shall be borne by the employee.

## **LUNCH ROOMS**

### **11.10**

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

## **LEAVE OF ABSENCE**

### **11.11**

Leave of absence without pay may be granted if requested in writing upon reasonable notice, subject to joint approval by the Company and the Union. Such approval will not be withheld unreasonably. Notwithstanding the foregoing, all vacation and/or bonus days must be used prior to any/all approved leaves, excluding personal leaves.

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

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

## **PERSONAL LEAVE OF ABSENCE**

### **11.12**

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

Requests for such personal leave, up to a maximum of ten (10) working days, will be considered. Persons who are absent for such leave shall not be considered laid off, and their seniority and pension credits shall continue to

accumulate during the absence. A copy of the personal leave of absence shall be given to the Plant Committee.

## **UNION EDUCATION LEAVE**

### **11.13**

Upon written application by the President of the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay, not to exceed six (6) normal working days in any one year, to one (1) elected official of the Union (three in the case of the unit employing more than twenty employees). Such educational leave will be arranged between the Union and the Company so as to minimize disruption of the Company's operations.

## **MATERNITY AND PARENTAL LEAVE**

### **11.14**

1) The Company will provide pregnancy and parental leave of absence without pay in accordance with Section 22 and 23 of the Employment Insurance Act and Section 50 and 51 of the Employment Standards Act. Employees must provide the Company with 4 weeks written notice prior to commencement of the leave. The leave provided under the Employment Insurance Act and the Employment Standards Act shall be taken within 52 weeks after the child's birth or in the case of adoption after the child is placed with the parent.

2) An employee returning from pregnancy or parental leave shall be reinstated in her former job with the applicable rate of pay.

3) The employee's seniority date will not be affected by the foregoing.

## **DUPLICATION OF BENEFITS**

### **11.15**

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

## **SUSPENSIONS AND RECORDS**

### **11.16**

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

## **EMPLOYEE AND FAMILY ASSISTANCE PLAN**

### **11.17**

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

## **JOINT CONSULTATION**

### **11.18**

a) Since employment is dependent upon the demand for the Company's products, the Company and the Union recognize the importance of continual progress in the development of improved methods to meet customer demand and requirement.

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

## **ARTICLE 12 SECURITY OF PRINCIPLES**

### **12.01**

There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes staged by the Union while this Agreement is in force and effect, provided that the Company shall not request or require its employees to handle, process or deliver goods coming from, belonging to, or for delivery to any establishment at which a strike or lockout is in progress, and it shall not be a violation of this Agreement for employees to refuse to handle, process or

deliver such goods, or to refuse to cross an established bona fide picket line.

## **12.02**

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

## **ARTICLE 13 ADJUSTMENT PLAN**

### **13.01**

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

a) the Employer shall give notice to the Union at least 60 days before the date on which the measure, practice, policy or change is to be effected, and

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

- (i) consideration of alternatives to the proposed measure, policy, practice or change including amendment of provisions in the Collective Agreement;
- (ii) human resource planning and employee counseling and retraining;
- (iii) notice of termination;
- (iv) severance pay;

- (v) entitlement to pension and other benefits including early retirement benefits;
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

## **ARTICLE 14**

### **DURATION OF AGREEMENT**

#### **14.01**

This Agreement shall remain in force until April 20, 2027 and thereafter from year to year, unless either party serves notice of termination on the other party hereto within four (4) months prior to the 20th day of April, 2027, or if such notice has not then been served, within four (4) months prior to the 20th day of April in any year subsequent thereto.

#### **14.02**

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

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

Signed this 20<sup>th</sup> day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300 Raj Dhaliwal	Brewers' Distributor Ltd. Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Laura Smoliak	Mike Allen
_____	_____
Dave Seaton	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____
_____	_____

**This MEMORANDUM OF AGREEMENT** made the  
**20th day of April, 2022**

Between:

**BREWERS' DISTRIBUTOR LTD.**

(the "Employer")

and

**SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)**

(the "Union")

**Whereas:**

The Employer and the Union have agreed to enter into this Memorandum of Agreement in order to establish those special conditions of employment which will apply to those hourly paid employees employed at the bottle sorting operation at 1711 Kingsway Avenue in Port Coquitlam.

**RECOGNITION**

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the said bottle sorting operation.

**BARGAINING UNIT**

2. It is agreed that the Bottle Sorting operation shall be deemed to be an extension of the Bargaining Unit which

covers Warehouse and Distribution employees at and from 1711 Kingsway Avenue, Port Coquitlam, B.C., but shall operate with a separate and distinct seniority list for all purposes under this Agreement.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

3. For the purpose of convenience, and in order to recognize the unique nature of the bottle sorting operation, the terms and conditions of employment which shall apply to the bottle sorting operation of the Employer shall be established by Schedule A to this Memorandum of Agreement which shall be considered to be part of this Memorandum of Agreement.

It is agreed that employees hired by the Employer to work in the bottle sorting operations shall not bring with them any seniority or service benefits previously earned at any other operation of the Employer or in the service of another employer in the British Columbia brewing industry, nor shall an employee of the Employer employed in the bottle sorting operation earn any seniority or service benefits which could be exercised at any other operation of the Employer or with any other employer in the British Columbia brewing industry.

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 warehouse and distribution employees and it shall expire in accordance with the terms of that Collective Agreement.

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

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300	Brewers’ Distributor Ltd.
Raj Dhaliwal	Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Laura Smoliak	Mike Allen
_____	_____
Dave Seaton	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____
_____	_____

**SIX DAY WEEK PROVISIONS  
LETTER OF UNDERSTANDING NO. 1  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

It is agreed that the 6 day week provisions of Article 4.02 will apply to all Forklift Drivers of the Bottle Sort.

This Letter of Understanding will terminate with the expiration of the Collective Agreement

Signed this 20th day of April, 2022 on behalf of:

Brewery, Winery and  
Distillery Workers  
Union, Local 300

Brewers'  
Distributor Ltd.

Raj Dhaliwal

Kevin Bekendam

Matt Mckay

Peter Gill

Laura Smoliak

Mike Allen

Dave Seaton

Jackie Turtle

Rob Ferguson

**DEFERRED RETIREMENT  
LETTER OF UNDERSTANDING NO .2  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

Should mandatory retirement at age 65 be no longer permitted by law in this Province and a regular employee continues in employment beyond their normal retirement date, the following conditions shall govern such employment and be added to the Collective Agreement.

1. The Pension to which the employee has become entitled at their normal retirement date (the "Pension"), shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.
2. The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventy-first (71) birthday, whichever shall first occur (the "Pension Date").
3. The employee's Pension will include any escalation benefits which occur from their normal retirement date to their Pension Date.

4. No contribution to the Pension Plan will be made after the employee has reached their normal retirement date and no service shall be credited after the aforementioned date.
5. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.
6. An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since their normal retirement date.
7. For purposes of calculation any minimum pension supplement, the Canada Pension Plan and old age security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.
8. An employee who continues in the employ of the Company after their normal retirement date, as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at their normal retirement date.

\

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300	Brewers' Distributor Ltd.
Raj Dhaliwal	Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Laura Smoliak	Mike Allen
_____	_____
Dave Seaton	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____
_____	_____

**WORK STATIONS  
LETTER OF UNDERSTANDING NO. 3  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

The Company shall recognize seniority as well as personal preference when assigning employees to work at a work station, provided always that the employee(s) in question have the necessary skill and ability to perform the work at:

Can Crusher

Sorter

Stacker

Bottle De-caser\*

It is agreed that the identification of work stations does not in any way recognize a requirement for a wage classification for a Can Crusher or Stacker position. It is further agreed and understood that employees who exercise this provision must do so for the entire shift.

\* The bottle de-caser position will be assigned on a daily basis in reverse order of seniority up to a maximum of 2

hours per day, assignment will continue in such manner until all such necessary work has been completed.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300	Brewers' Distributor Ltd.
Raj Dhaliwal	Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Laura Smoliak	Mike Allen
_____	_____
Dave Seaton	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____
_____	_____

**SORT LINE HOUSEKEEPING  
LETTER OF UNDERSTANDING NO. 4  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

The sort line area will be cleaned on a quarterly basis. This would include removing the infeed roller and scrubbing the work area plus cleaning under the conveyors as required. The schedule for cleaning will be discussed with the Safety Committee at their monthly meetings. In the event that a work area requires cleaning prior to the scheduled clean-up day, they shall discuss this with the supervisor on staff.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300

Raj Dhaliwal

\_\_\_\_\_  
Matt Mckay

\_\_\_\_\_  
Dave Seaton

\_\_\_\_\_  
Laura Smoliak

Brewers'

Distributor Ltd.

Kevin Bekendam

\_\_\_\_\_  
Peter Gill

\_\_\_\_\_  
Mike Allen

\_\_\_\_\_  
Jackie Turtle

\_\_\_\_\_  
Rob Ferguson

**FORK LIFT TRAINING  
LETTER OF UNDERSTANDING NO. 5  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

When the Company fills a posting for Forklift Trainee, the successful applicant shall receive uninterrupted training, provided the Company's operational requirements permit.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300	Brewers' Distributor Ltd.
Raj Dhaliwal	Kevin Bekendam
_____ Matt Mckay	_____ Peter Gill
_____ Dave Seaton	_____ Mike Allen
_____ Laura Smoliak	_____ Jackie Turtle
_____ 	_____ Rob Ferguson
_____ 	_____ 

**MEDICAL AND DENTAL CLAIMS  
LETTER OF UNDERSTANDING NO. 6  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

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

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300 Raj Dhaliwal	Brewers' Distributor Ltd. Kevin Bekendam
_____ Matt Mckay	_____ Peter Gill
_____ Dave Seaton	_____ Mike Allen
_____ Laura Smoliak	_____ Jackie Turtle
_____	_____ Rob Ferguson
_____	_____

**BRANCH MANNING  
LETTER OF UNDERSTANDING NO. 7  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL) LTD.  
(BDL)**

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

Empty Containers - 18

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

\*85% of Full Time Hours is equivalent to 1625 hours in a twelve (12) month period.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300 Raj Dhaliwal	Brewers' Distributor Ltd. Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Dave Seaton	Mike Allen
_____	_____
Laura Smoliak	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____
_____	_____

**OPERATIONAL REVIEW COMMITTEE  
LETTER OF UNDERSTANDING NO. 8  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

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

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

The Company is committed to working with the Union in developing a program wherein all

employees are encouraged to participate in improvement initiatives.

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

The Committee will address issues such as:

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

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

Sub-committees may be formed to address specific issues as determined by the Committee.

The Committee will not engage in attempting to resolve grievances, amending the Agreement or circumventing any provisions of this Agreement.

The Committee will be comprised of equal representatives from the Company and the Union, with each side appointing their representatives. There will be 3 Operational Review Committee meetings per year, or more often if required. These will normally be scheduled in April, September and December or as otherwise mutually agreed to.

The parties realize that this “partnership” program will take time to develop and that the current relationship between management and labour will require a commitment to change. Members of the Committee will not suffer any loss in wages and will be paid by the Company for all appropriate expenses incurred.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300	Brewers’ Distributor Ltd.
Raj Dhaliwal	Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Dave Seaton	Mike Allen
_____	_____
Laura Smoliak	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____

**PENSION  
LETTER OF UNDERSTANDING NO. 9  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 2  
BRANCH LOCAL 300 (SEIU LOCAL 2  
BRANCH LOCAL 300)  
AND  
BREWERS' DISTRIBUTOR LTD.  
(BDL)**

Effective April 21, 2021, all new employees and all employees currently eligible to participate in the group RRSP will cease to accrue future group RRSP benefits and contributions will be made to the Brewery Workers Defined Contribution Plan in accordance with the following provisions.

- The Company will contribute five (5) percent and the member will contribute five (5) percent (up to a max of 2080 hours).
- The member may also contribute an additional four (4) percent which the company will match with three (3) percent (up to a max of 2080 hours).

#### Administrative Assessment

Effective April 21, 2021, the Employer agrees to pay an additional one half of one (0.5) percent on behalf of each contributing member of the pension plan. This payment will be considered as an administrative assessment.

The Employer shall forward both the employees and the employer's portions together with a detailed accounting of each employee's entitlement and earnings to the Union and pension plan administrator within twelve (12) days after the month in which deductions were made by direct deposit.

The employee, employer and administrative assessment contributions will be made as a percentage of the employee's base straight time earnings excluding premiums.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300	Brewers' Distributor Ltd.
Raj Dhaliwal	Kevin Bekendam
_____	_____
Matt Mckay	Peter Gill
_____	_____
Dave Seaton	Mike Allen
_____	_____
Laura Smoliak	Jackie Turtle
_____	_____
_____	Rob Ferguson
_____	_____

***PERMIT CARD AND CASUAL RATES***  
**LETTER OF UNDERSTANDING NO. 10**  
**BETWEEN**  
**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION LOCAL 2**  
**BRANCH LOCAL 300 (SEIU LOCAL 2**  
**BRANCH LOCAL 300)**  
**AND**  
**BREWERS' DISTRIBUTOR LTD.**  
**(BDL)**

Notwithstanding the provisions of Article 5.02, for the period of April 21, 2022 to April 20, 2027, all employees will start at the Casual (61-120 shifts) rate of pay provided for in Article 5.02.

Signed this 20th day of April, 2022 on behalf of:

SEIU BRANCH LOCAL 300 Raj Dhaliwal <hr/> Matt Mckay <hr/> Dave Seaton <hr/> Laura Smoliak <hr/> <hr/> <hr/>	Brewers' Distributor Ltd. Kevin Bekendam <hr/> Peter Gill <hr/> Mike Allen <hr/> Jackie Turtle <hr/> Rob Ferguson <hr/> <hr/>
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## **EXPLANATORY NOTES ON PENSION**

The following explanatory notes are intended to provide some clarification on definitions regarding pension entitlement. These notes are provided for illustrative purposes only. An employee's actual pension benefit will be calculated based on their age, years of service and benefit as provided for within the terms of the pension plan document.

### **1. Normal Retirement Date (NRD): \$2,525**

The normal retirement date pension is an amount an employee is eligible to receive at age 65 and consists of the maximum CPP benefit plus the lifetime pension benefit. If a member retires with less than 30 years of credited service, the amount of pension shall be prorated on the years of credited service to 30 years.

- Example 1: April 21, 2016 employee retires at age 65 with 30 years of service
  - Monthly pension =  $\$2,525 - \$1,092.50 = \$1,432.50$
- Example 2: April 21, 2016 employee retires at age 65 with 25 years of service
  - Monthly pension =  $(\$2,525 - \$1,092.50) * 25/30 = \$1,193.75$

### **2. Special Early Retirement (SER): \$2,400**

An employee who is at least 60 years of age with at least 30 years of credited service is eligible for special early retirement which consists of the lifetime pension benefit plus a temporary supplement required to bring their total

benefit to \$2,400 until age 65 at which time their temporary supplement is discontinued. An employee may elect to begin collecting this benefit any time between the age of 60 and 65 provided they have at least 30 years of credited service.

- Example 3: April 21, 2016 employee retires at age 60 with 30 years of service
  - Lifetime monthly pension =  $\$2,525 - \$1,092.50 = \$1,432.50$
  - Temporary supplemental =  $\$2,400 - \$1,432.50 = \$967.50$
  - Total pre-age 65 pension =  $\$1,432.50 + \$967.50 = \$2,400$
  - Total post-age 64 pension =  $\$1,432.50$
- Example 4: employee retires at age 62 with 30 years of service
  - Pension is the same as in Example 3 above.

Effective April 21, 2021, members currently enrolled under the Defined Benefit (DB) pension plan will cease to accrue future DB benefits and contributions will be made to the Brewery Workers Defined Contribution Plan in accordance with the following provisions.

- The Company will contribute five (5) percent and the member will contribute five (5) percent (up to a max of 2080 hours).
- The member may also contribute an additional four (4) percent which the company will match with three (3) percent (up to a max of 2080 hours).
- Those members of the DB plan who have reached their maximum years of service and are no longer accruing pensionable service will also be eligible for these contributions.

Administrative Assessment

Effective April 21, 2021, the Employer agrees to pay an additional one half of one (0.5) percent on behalf of each contributing member of the pension plan. This payment will be considered as an administrative assessment.

The Employer shall forward both the employees and the employer's portions together with a detailed accounting of each employee's entitlement and earnings to the Union and pension plan administrator within twelve (12) days after the month in which deductions were made by direct deposit.

The employee, employer and administrative assessment contributions will be made as a percentage of the employee's base straight time earnings excluding premiums.