

# **COLLECTIVE AGREEMENT**

between

**Service Employees International Union, Local 2**

**Branch 300**

and

**Turning Point Brewery**

**(RTD CANADA Inc)**

**Effective November 4, 2021 – December 31, 2024**

## **ARTICLE 1 – DEFINITION**

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### **1.01– EMPLOYEES**

Wherever herein the expression “employees, journeymen, help or men” is used it shall mean the personnel in the Turning Point Brewery in Delta, British Columbia other than managers, supervisory staff, quality technical staff, security, sales, marketing, administration and those above the supervisory staff that achieved seniority as per section 3.

### **1.02 -SUPERVISORY PERSONNEL**

The Company will supply a list of all supervisory personnel to the Union once a year. Supervisory personnel will include individuals whose duties are mainly supervisory but who may occasionally relieve an employee in the bargaining unit for a short period in emergency situations, or to train or demonstrate.

### **1.03- TEMPORARY EMPLOYEE**

The company shall be permitted to employ temporary employees on a permit card to fill temporary production needs, as long as such employment does not cause a layoff at anytime to regular employees.

### **1.04-PROBATIONARY EMPLOYEE**

A probationary employee is one who has been hired with a view to his becoming an employee.

### **1.05 PLURALITY**

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

### **1.06- INCLUSIVE GENDER USE**

The use in the agreement of the words, he, his, or him shall be construed to include all genders or other unless otherwise stated.

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

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### **2.01 – MEMBERS IN GOOD STANDING**

Only members in good standing with SIEU Local 2, Branch Local 300 shall be employed at Turning Point 465 Fraser View Place, Delta, BC save those employee's coming within the exceptions set forth in Article 1 and the employees working in the Quality Assurance Department, Supervisors and those above the rank of supervisor.

### **2.02 – PERMIT CARDS – HIRING PRACTICE**

In the matter of employment, the Company will give unemployed members of SIEU, Branch Local 300 who are in good standing with the Union and competent to perform the work, preference for employment.

Upon the employment of Probationary Employees or Temporary Employees, the Union shall issue to each such employee upon payment of any required fee, a Union Permit Card.

### **2.03 – PROBATIONARY PERIOD**

A probationary employee must be employed 120 consecutive days in order to achieve seniority. During such period, they shall be paid the job rate specified herein for the work they are doing.

### **2.04 – MANAGEMENT RIGHTS**

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

### **2.05 – UNION ACTIVITY**

- a) No employee shall be discriminated against for their activity as a Union member, or for serving on a committee or doing any other work in the interest of the Union. Members shall be granted the necessary time for such work without pay provided reasonable notice is given the Company and the time required is not unreasonable.
- b) Employees shall not lose any regular pay for attending meetings approved by the Company.
- c) The Company's liability with respect to the regular straight time wage costs of Union Negotiating Committee members for attending meetings with the Company for the purpose of negotiating the renewal of this Agreement will be limited to an amount no greater than the equivalent of twelve (12) days' (at their regular rate).
- d) Employees who are granted leave for Union business shall continue to receive pay for their regularly scheduled workday, and all benefits including pension contributions.

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

## **2.06 – UNION DUES**

- a) The Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of the current Union dues (percentage of wage) and duly authorized assessments.
- b) A written list of the employees' names, the amounts, and descriptions of the above shall be provided to the Union financial secretary not later than the twelfth of the month following the month to which the deductions are applicable.
- c) 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 changes with respect to the amount of dues and assessments to be deducted.
- d) The Company agrees to report Union dues on the employees' T4 slips.
- e) Upon completion of hundred and twenty (120) working days and/or wherein the employee has deemed successful membership into the Union, the Company shall deduct from the employees' pay, an initiation fee of one hundred dollars (\$100.00) for membership, and shall forward to the Union office.
- f) In the event that a successful member has a previous Union card/withdrawal card from other unions, the initiation fee shall be fifty dollars (\$50.00).

## **2.07- NO OTHER AGREEMENT**

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

## **ARTICLE 3 – SENIORITY**

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### **3.01 – DEFINITION**

- a) Except as outlined in Article 2.03, 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.

- b) Employees with a common seniority date will be put on the seniority list in the order in which they were hired/dispatched or as otherwise agreed to by the Union and the Company. Seniority service records shall not be considered broken by reason of:
1. Absence on leave when granted by the Company. Leave for education must be work related. The leave can't be for work outside of ABI. The Company shall provide the name and duration to the union in writing of any approved leave.
  2. Absence due to seasonal lay off, providing the employee reports to work within seven (7) days after written notice to report 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 the Company may recall the next employee in line but they are subject to being displaced if the first employee does report within seven (7) days. The shop steward will be notified of the recall.
  3. Sickness or injury of less than 24 months. However, the employee on LTD will maintain their benefits if the claim is approved by the insurance provider.
  4. Active service in the Canadian Armed Forces.
  5. Continuous lay off of twelve (12) months.

### **3.02 – PROCEDURE REGARDING RECALL**

When staffs are augmented employees will be recalled in order of their plant seniority provided that the senior employee is willing and able to perform the work required of them at the classified rate for the job.

### **3.03 – DAILY JOB VACANCY REPLACEMENT PROCEDURES**

Subject to the efficient operation of the Company, when a job vacancy is created due to the absence of the scheduled employee, the following provisions will be used as a guideline to fill the vacancy:

1. Consideration will be given to employees who:
  - a) Are able to do the work and,
  - b) Are scheduled in the department in which the vacancy exists and,
  - c) Are in the plant at the time the vacancy is to be filled and,
  - d) Have advised their supervisor (or Lead Hand) of their desire to do the job vacated.
  - e) Maintenance personnel are exempt from above provisions, and shall not be expected to replace those vacancies, which arise.

### **3.04 – SEVERANCE PAY**

1. An employee shall be eligible for a separation as set forth below if 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.

2. Severance payments shall not be made:

- a) To employees who are discharged for just cause.
  - b) To employees who have not completed their probation period.
  - c) In the event of closing due to Acts of God, public enemy, war, or disaster.
3. Severance pay shall be one thousand dollars (\$1000.00) for each year of seniority (pro-rated for incomplete years).
4. Employees shall not be removed from the seniority list until the employee accepts their severance allowance.
5. In the event of a plant closure all employee benefits will be maintained for three (3) months.

**3.05– POSTING PROCEDURE**

- a) Whenever a job posting is available in any of the departments, the Company shall post a standard notice on the posting bulletin board for at least ten (10) calendar days soliciting the names of employees who wish to apply to fill such posting.
- b) In the event an employee is on Vacation, STD or WCB, an employee should make arrangements with a team member to notify them of any relevant postings that may come up during the absence.
- c) The standard notice on the bulletin board shall specify:
  - 1. Type of posting (permanent)
  - 2. The job available
  - 3. The qualifications required
  - 4. The rate of pay and wherever possible, an outline of the work required and the approximate conditions of temperature, humidity, and general environment to which the employee will be exposed
  - 5. Where “any other duties delegated” is specified under the outline of work requirements. It is understood that any other duties delegated shall remain duties that they are trained for.

**SELECTION**

All employees who applied will participate in an interview to discuss their Qualifications for the posted position. All postings will be filled based on seniority, provided that the candidate meets requirements of the job and is able and willing to do the job.

**TRAINING AND TRIAL PERIOD**

Once the successful employee has been notified, training will commence on consecutive days as per operational requirements. If deemed unsuitable within 30 days of commencing training (or 3 months for blending, brewing, maintenance) said employee will be returned to their former job or department. Some positions may require additional time for training.

The successful employee shall be given a maximum of ten (10) days to accept the posting within which time the applicant will receive some training on the job.

### **3.06 – SENIORITY RESPECTING OVERTIME**

a) In the event it is necessary to work unforeseen overtime, the employee or temporary employee performing that task will be asked first. Thereafter, the following selection process will apply to those employees or temporary employees who are qualified to perform the duties required in order of their plant seniority:

1. Employees or temporary employees on shift in the department.
2. Employees or temporary employees not on shift in the department.

b) In the event the Employer wishes to schedule overtime shifts, employees and temporary employees who are qualified to do the work will be solicited, in order of their plant seniority.

### **3.07 – TRANSFER OUTSIDE THE BARGAINING UNIT**

If a Union member accepts employment with the Company in a classification outside the bargaining unit, he shall retain his seniority for a period not to exceed a hundred and eighty (180) days from the date he accepts such employment.

## **ARTICLE 4 – HOURS OF WORK**

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### **4.01 – WORK WEEK**

Employee schedules will be established based off operational needs as per current practices. The Employer will inform the Union and the Employees should there be any changes to this process.

### **4.02 – OVERTIME**

The following work shall be considered overtime:

1. Work performed by employees and temporary employees in excess of the scheduled number of hours on any regular working day.

Work performed by employees and temporary employees in excess of eight (8) hours during any scheduled eight (8) hour shift or work performed in excess of ten (10) hours during any scheduled

ten (10) hour shift, or work performed in excess of twelve (12) hours during any scheduled twelve (12) hours shift.

The overtime shall be paid at a rate of time and a half for the first 2 hours after a regularly scheduled shift and all subsequent hours will be paid at double time.

2. Work performed on an an extra day, outside of the normal schedule, shall be paid overtime at time and a half for the first 8 hours and all subsequent hours will be paid at double time.

## **ARTICLE 5 – WAGES**

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### **5.01 – PAY PERIOD**

For any pay error of more than eight (8) hours, it will be possible to request an off-cycle payroll adjustment. The request must be made before the Wednesday following the deposit. Thereafter the adjustment will be made within (3) three business days.

### **5.02 – WAGE RATES**

#### **BREWING DEPARTMENT**

- Brewer
- Senior Brewer

#### **BOTTLING/CANNING DEPARTMENT**

- Packaging Operator
- Team Lead

#### **LOGISTIC DEPARTMENT**

- Driver
- Warehouse Operator
- Inventory Analyst
- Logistic Coordinator
- Team Lead
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#### **MAINTENANCE DEPARTMENT**

- Maintenance Trade/Maintenance Electrician\*
- Electrician Programmer\*



- Maintenance Specialist
- Process Engineer

\*Rate based on certification(s) held (tickets)

## **BLENDING DEPARTMENT**

- Blender
- Senior Blender

## **PREMIUMS**

When fulfilling the bellow duties, the following premiums will be paid for hours worked:

Qualified First Aid Attendant	\$ 1.00
Forklift Operator in the logistic department*	\$1.00
Lead Hands	\$2.00

\*However, if an employee from other department is assigned on a forklift for more than four (4), the employee will receive the \$1.00 premium for the hours worked on forklift.

- Power Engineer renewal fee shall be borne by the company every three (3) years.
- Should a maintenance employee be called into work they shall receive a minimum of 4 (four) hours pay at time and one-half.

**(Note not print):** (It is agreed that the current function and duties performed by Lee will be transferred to the manager job. It is also agreed that at the signature of this CBA, the Blending department will be staffed with 1 senior blender and 4 blenders. This should not be interpreted as a minimum number of employees required in the blending department.)

## **5.03 FIRST AID ATTENDANTS**

- a) First aid attendant duties will be in addition to their assigned work on that shift.
- b) The Employer shall pay the cost of tuition for employees taking the first aid course. In the event an employee fails to attend the course without a valid reason, he may be required to reimburse the Company for the tuition costs.
- c) The Company shall provide a maximum of five (5) days paid leave of absence per three (3) years for each attendant required to maintain or upgrade first aid certificates.
- d) The Company shall reimburse employees for lost wages incurred while writing the exam for their first aid ticket.

- e) Costs of any medical examinations or medical forms, if required for the certification, shall be borne by the Company.
- f) Where the Company has paid the tuition costs for a first aid certificate, the employee agrees to fulfill the first aid attendant duties, if needed, as long as the certification is valid.

#### **5.04 – SHIFT PREMIUMS**

Shifts commencing between 12:00pm and 5:59pm shall be an afternoon shift and will be paid a premium of seventy-five cents (\$0.75) per hour.

Shifts commencing between 6:00pm and 4:59am shall be a night shift and will pay a premium of one dollar (\$1.00) per hour.

Employees scheduled on the current weekend workforce (WWF) structure shall receive 36 hours at the employees' regular rate of pay for every 24 hours worked. Therefore, employees will receive 6 hours of premium pay on the Saturday and 6 hours of premium pay on the Sunday while on WWF, prorated based on the hours worked.

#### **5.05 – WAGE RATE ADJUSTMENT**

Any employee who has a higher base rate, and otherwise would be working in said category, who is asked by the Company to perform work that is classified at a lower rate for a short amount of time shall not have their wage reduced.

#### **5.06 – NEW JOB CLASSIFICATION**

Before new jobs are created as deemed necessary or advisable by the Company, a rate for such a job will be established and agreed upon between the Union and the Company. In the event agreement cannot be reached, the Union reserves the right to seek redress through the Grievance Procedure.

#### **5.07 – ADEQUATE WORKFORCE**

- a) The Company will supply adequate workforce in all operations in all departments at all times so that an employee will not be required to perform more than a fair day's work.
- b) Clause (a) above 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 a violation of Clause (a).

## **ARTICLE 6 – STATUTORY HOLIDAYS**

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### **6.01 – STATUTORY HOLIDAYS**

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

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Eve	Canada Day
Christmas Day	Boxing Day
National Day for Truth and Reconciliation	

a) Employees who have completed their probation period shall be paid for statutory holidays providing they have worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed.

(b) The employee has not been absent without permission on the last work day scheduled for him immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately after the day on which the said holiday is observed. Where an employee is unable to seek the required permission due to extenuating circumstances beyond his control, then that required permission may be sought after his return to work.

- c) Any of the above holidays that fall on Saturday will be observed on the preceding Friday, or the day proclaimed. Any of the above holidays that fall on Sunday will be observed on the following Monday, or the day proclaimed.
- d) All employees who are required to work a regular shift on statutory holidays shall be paid overtime at time and a half for the first 8 hours and all subsequent hours will be paid at double time.

## **ARTICLE 7 – VACATIONS**

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### **7.01 - VACATIONS**

Annual vacations are granted by the Company for all eligible employees. Each manager should plan for and make certain that each subordinate employee receives his or her vacation. Employees are encouraged to use all of their vacation.

#### **REGULAR VACATION**

Vacation entitlement varies by the service length. Regular vacation allotment will take place at the beginning of each calendar year and is based on an employee's vacation entitlement on January 1 of the vacation year. As such, the reference or entitlement year for vacation is from January 1 to December 31.

An employee who reaches a new Eligibility Service Requirement will benefit from the additional vacation entitlement prorated in days based on the date when the Eligibility Service Requirement is acquired.

Entitlement Eligibility	Service Requirement
Prorated	Less than 1 year
3 weeks (15 days)	Year 1 to 7
4 weeks (20 days)	Year 8 to 14
5 weeks (25 days)	Year 15 to 19
6 weeks (30 days)	Year 20 to 24

7 weeks (35 days)	Year 25+
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Employees who have been with the company for less than one full calendar year are entitled to pro-rated vacation days. Entitlement is based on the following table:

Month of Hire	Days Entitlement
January	15
February	14
March	13
April	11
May	10
June	9
July	8
August	6
September	5
October	4
November	3
December	1

#### GENERAL GUIDELINES

Every effort should be made to have all vacations taken during the year for which they are granted. Payment in lieu of annual vacation is prohibited.

Vacation is accrued every year as it is earned through active service time at Turning Point. Turning Point allows for taking your vacation entitlement not accrued earlier in the calendar year on the assumption that the service requirement for accruing that vacation will be met in that calendar year.

#### LEAVES OF ABSENCE & VACATION

You continue to accrue vacation time while away from work for the following LOAs where there is no break in the employment relationship: Maternity, Parental, Personal, Bereavement, Jury, Adoption and Short Term Disability (either under the company or under WorkSafeBC claim).

## **LEAVING TURNING POINT & VACATION**

If you leave the company for any reason, you (or in the event of your death), or your legal representative) will receive payment for any vacation owed that is not taken before leaving. This will take into account any vacation you were paid for and took in advance.

Conversely, if you have taken more vacation time than you are due, the company will be entitled to recover payment from you for this vacation period taken in advance of accrual.

### **7.02 – VACATION ILLNESS CARRYOVER**

- a) In the event an employee becomes ill or injured in excess of three (3) days after having commenced their vacation, they may request as outlined below to postpone their remaining days of vacation in order to enrol in the weekly indemnity plan.
- b) The employee shall advise their supervisor of their illness or injury and make arrangements to have the weekly indemnity form completed.
- c) All approved requests will result in the employees' remaining days (minimum of full week) of vacation being cancelled, as prescribed above, the day after the request is received. The remaining vacation time shall be scheduled upon the return to work of the employee.

## **ARTICLE 8 – SECURITY OF PRINCIPLES**

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### **8.01 – LOCAL DELIVERY**

The current practice for local delivery will remain in place as long as it's economically feasible.

### **8.02 – STRIKE – LOCKOUT**

The Union undertakes that there shall be no strike, slowdown, work stoppage, or other interruptions of operations and the Company undertakes that there shall be no lockout, each for the duration of the Agreement, it being understood that all differences between the parties shall be settled in accordance with the provisions of this agreement and as required by the Labour Relations Code.

## **ARTICLE 9 – LEAVE OF ABSENCE**

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## **9.01 – GENERAL AND PERSONAL LEAVE**

As per the Turning Point policy

## **9.02 – JURY DUTY**

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

## **9.03 – UNION BUSINESS**

The union executive will be granted a maximum total of six (6) days per year as paid education leave.

## **9.04 – BEREAVEMENT**

In the event of the death of an immediate relative as defined herein, employees shall receive a paid leave of absence as follows:

- a) Where the services are to be held locally or where the employee elects not to attend said services, they shall receive a leave of absence for not less than three (3) consecutive days and shall receive their regular days pay at the straight time rate of pay for each of such days absent on which they would otherwise have been working.
- b) For the purpose of this section, immediate relative shall mean one of the following: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, common-law spouse, same sex spouse, step-parents, and step-children.

## **ARTICLE 10 – TECHNOLOGICAL CHANGE**

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### **10.01 – TECHNOLOGICAL CHANGE**

In a situation of technological change affecting a significant number of employees, it is understood that the company and the union will meet in good faith and develop an adjustment plan when needed as described in the BC Labour Relations Code section 54.

## **ARTICLE 11 – Welfare**

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### **11.01 – Employees Pension and Benefits**

Pension and Benefits provided to employees under this collective agreement are stated in the Turning Point employee handbook.

#### **11.02 – SICK/PERSONAL DAYS**

Each January 1st, employees will have access to (48) hours of sick/personal time at their base hourly rate.

Any unused portion of the sick time balance will be paid to the employee at their regular hourly rate on the first pay of December.

#### **11.03 – SEVERANCE PAY**

For the express purpose of more clearly defining the rights of the parties to the Collective Bargaining Agreement (the "Agreement") dated for reference the 1<sup>st</sup> day of ?, and not to alter the terms of the Agreement, the following interpretation is agreed and consented to:

In the event of a plant closure, all pay due to employees eligible for a separation payment as set out in this Section shall be paid as of the date of such plant closure.

The Employee Benefits under the Agreement, which will be maintained for three (3) months following such plant closure, are explicitly specified as:

Life Insurance; Medical, Surgical, Hospital, and Dental.

For greater certainty, but without broadening the interpretation of the above, Weekly Indemnity and Long-Term Disability benefits will continue for claims arising prior to plant closure in accordance with the terms of those plans. No coverage will be provided for potential claims arising subsequent to the date of plant closure.

In the event of plant closure, it is the Union's position that an employee on an active Weekly Indemnity or Long-Term Disability claim should be eligible for severance and the continuation of such claim.

It is the Company's position that an employee on an active Weekly Indemnity claim as at the date of plant closure will be entitled to receive Weekly Indemnity benefits until he/she is able to return to active employment or has exhausted all benefits permitted under the Weekly Indemnity plan, whichever is earlier. At that time, he/she will be eligible to receive severance as at the date of plant closure.

Further, it is the Company's position that an employee on an active Weekly Indemnity claim as at the date of plant closure who has made a claim for Long Term Disability arising from the same



injury and has satisfied or will satisfy the requirements of the benefit plan will be eligible for severance.

Further, it is the Company's position that an employee on an active Long-Term Disability Claim as at the date of Plant closure is not eligible for severance.

Should the need arise; the parties hereto agree to submit this issue to arbitration.

## **ARTICLE 12 – GENERAL**

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### **12.01 – AMENITIES**

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

Current Amenities:

1. Coffee, tea, filtered water.
2. Coffee cups, stir sticks.
3. Sugar, salt & pepper packets.
4. Fresh creamer pods and 2% milk pods for coffee.
5. Free parking.
6. Storage lockers.

### **12.02 – DISCIPLINE**

a) Employees may only be given a written warning, notice of suspension, or be discharged for just and reasonable cause.

b) Where written warning, suspension or discharge is imposed, the affected employee and the shop steward shall immediately be given copies of the disciplinary write up.

c) Providing the employee has not been further disciplined for a similar offence after a period of twelve (12) months from the date of issuance in case of reprimands, and twenty-four (24) months in the case of suspensions, all disciplinary records shall be removed from the employee's file and thereafter shall not be relied upon for any purposes. Notwithstanding the foregoing, in any event the records shall be removed after a period of three (3) years from date of issuance.

### **12.03 – TOOL REPLACEMENT**

The Company agrees to replace lost or worn tools used by employees in the course of their regular employment up to a maximum of three hundred and fifty dollars (\$350) per calendar year.

### **12.04 – WORK BREAKS**

a) The Company shall provide two (2) fifteen (15) minute paid rest periods: one (1) in the first half of the shift and one (1) in the second half of the shift. The two 15 (fifteen) minute breaks may be taken together as one half hour break at to the sole discretion of the Company.

b) The employees will be given a one half hour unpaid approximately mid shift break.

#### **12.05 – OVERTIME MEALS**

When an employee is required to work more than two (2) hours overtime after their regular shift, they shall be afforded a paid half hour (0.5) meal break.

#### **12.06 – SAFETY AND HEALTH**

a) It shall be the objective of the safety and health program to eliminate accidents and health hazards. The Company shall provide, wherever possible, a place free of recognized physical and health hazards in accordance with the Industrial Health and Safety Regulation according to the Worker's Compensation Act.

b) Each employee agrees to wear the protective equipment made available by the Company and to adhere to the accident prevention rules and regulations.

c) A joint safety and health committee shall be established in accordance with the Worker's Compensation Act. There shall be equal representation of both parties.

d) All mandatory protective equipment shall be supplied free of cost with two (2) exceptions listed below:

1. For WorkSafeBC approved safety shoes or boots, the Company shall pay the employee up to a maximum of two hundred dollars (\$200.00) per contract year. An allowance of one hundred dollars (\$100.00) towards the purchase of safety footwear shall be allowed to temporary and probationary employees not eligible for benefits as set out in Article 11.03.

2. When required, safety glasses and frames with prescription will be supplied by the company every two years. The employee must request a voucher from their manager and get their glasses through the supplier identified by the company

f) The Company shall provide a proper lunchroom and sanitary conditions for all employees.

g) New employees will be introduced to the department shop steward and inducted into the rules and operations of the Company. New employees will have sufficient time to be familiarized with the entire plant and introduce them to their fellow workers in the immediate vicinity.

The Company will supply a list of required safety wear, and regulations to all new employees.

#### **12.07 – CONTRACT BOOKLETS**

One hundred (100) Contract booklets, shall be printed at the Company's expense. A copy shall be supplied to each Employee, with twenty (20) copies being supplied to the Union office.

### **ARTICLE 13 – GRIEVANCE PROCEDURE**

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#### **13.01 – SHOP STEWARDS**

Shop stewards, all of whom shall be employees of the Company, shall be chosen by the Union and recognized by the Company. There shall be a minimum of one (1) shop steward for each department.

#### **13.02 – GRIEVANCE COMMITTEE**

- a) There shall be a grievance negotiating committee, consisting of three (3) employees designated by the Union, and who shall be afforded such reasonable time off as may be required to attend meetings held at the request of the management or the grievance negotiating committee.
- b) The Union agrees to advise the Company of the names of the shop stewards and of the members of the grievance committee, in writing, and also of any changes from time to time.
- c) The Company agrees to advise the Union of the names of the members of their management committee, in writing, and also of any changes from time to time.

#### **13.03 – PROCEDURAL STEPS – GRIEVANCE PROCEDURE**

In case a grievance arises, the parties hereto shall make an honest effort to settle the difference by proceeding through the following steps until the grievance is settled, deemed to be abandoned or arbitrated.

##### **STEP 1**

The aggrieved employee shall notify their shop steward. The shop steward, with or without the aggrieved person, shall take up the matter with the supervisor within ten (10) working days of the event giving rise to the grievance.

## **STEP 2**

Failing a satisfactory settlement, the grievance shall be put in writing on the grievance forms supplied by the Union and shall be signed by the aggrieved and the shop steward and be taken up between the grievance negotiating committee (limited to two (2) representatives) and the management committee. The management committee shall give their answer within 5 (five) days after the meeting (Saturdays, Sundays and holidays excluded).

## **STEP 3**

If the matter has not been resolved, the Union and the Company shall each have the option of a further meeting involving the Union Business Agent and Company Representative, along with the respective grievance negotiating committee (limited to two (2) representatives) before proceeding to arbitration. Said meeting shall, wherever possible, take place within thirty (30) days of the Company's response at Step 2.

## **SINGLE ARBITRATOR**

The grievance will be submitted to an Arbitration Board composed of a sole arbitrator, mutually agreed to by the Company and the Union, who shall act as chairman. 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 (2) legal representatives shall agree on a person to act as sole arbitrator. Unless mutually agreed to, if they fail to agree within fourteen (14) calendar days from the appointment of the second legal representative, the Minister of Labour of British Columbia shall appoint a sole arbitrator.

Each of the parties shall bear the expenses of an arbitrator.

## **13.04 – GENERAL GRIEVANCE PROCEDURE**

- a) Grievance involving discharge shall be placed in writing and dealt with by starting Step 2.

## **ARTICLE 14 – ANNUAL VARIABLE COMPENSATION (PERFORMANCE BONUS)**

This applies to full-time, active employees only. The performance bonus will be calculated based on the base hourly rate multiplied by active hours worked to a maximum 2080 hours in a calendar year. Active, regular hours worked does not include hours lost due to STD, LTD, WCB, sickness, or leave of absence.

Payout will be made in the form of a one-time annual lump sum in March of the following year and will be subject to normal statutory deductions. The annual amount of the percentage bonus opportunity will be 5%.

The bonus calculation is as follows:

- Each Department Manager will determine a list of common targets in each calendar year that is approved by the Brewery Manager.
- Each target will be weighted with the sum of all targets equal to 100%.
- Results will be based on full calendar-year performance. Each target will be reviewed upon year end review.
- The sum of the achieved targets will determine the overall percentage achievement for the entire brewery.

The bonus will be calculated as follows:

1. Number of active hours worked (as defined above)

multiplied by

2. Base hourly rate

multiplied by

3. Percentage bonus opportunity

multiplied by

4. Percentage achievement of annual targets

The parties agree that notwithstanding any other provision in the collective agreement, no grievances will be filed, processed or arbitrated concerning any aspect of the Variable Compensation (Performance Bonus) Program since any disagreements concerning the Program do not constitute a difference between the parties for purposes of the collective agreement and the Labour Relations Act.

## **ARTICLE 15 – DURATION OF AGREEMENT**

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**15.01** This Agreement shall become in full force and effect from the date of ratification until December 31, 2024

### **Wage Classifications:**

Employees who reach a new service eligibility under the wage schedule, will benefit from the new wage on their second pay of January in the following calendar year.

Any Service Anniversary reached in 2021, will be honoured at ratification.

## Logistics

Warehouse/Driver	At ratification	Jan 1 2023	Jan1 2024
Starting	20,90	21,32	21,75
Upon Completion of Probation	21,10	21,52	21,95
after 2 years	21,95	22,39	22,84
after 5 years	23,65	24,12	24,61
after 8 years	26,01	26,53	27,06

Logistic Coordinator	At ratification	Jan 1 2023	Jan1 2024
Starting	26,41	26,94	27,48
Upon Completion of Probation	26,93	27,47	28,02
after 2 years	27,71	28,26	28,83
after 5 years	29,41	30,00	30,60
after 8 years	31,33	31,96	32,60

Inventory Analyst	At ratification	Jan 1 2023	Jan1 2024
Starting	30,26	30,87	31,48
Upon Completion of Probation	30,78	31,40	32,02
after 2 years	31,56	32,19	32,84
after 5 years	33,26	33,93	34,60
after 8 years	35,18	35,88	36,60

## Packaging

Packaging Operators	At ratification	Jan 1 2023	Jan1 2024
Starting	20,90	21,32	21,75
Upon Completion of Probation	21,10	21,52	21,95
after 2 years	21,95	22,39	22,84
after 5 years	23,65	24,12	24,61
after 8 years	26,01	26,53	27,06

## Blending

Blanding Operators	At ratification	Jan 1 2023	Jan1 2024
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Starting	21,90	22,34	22,78
Upon Completion of Probation	22,10	22,54	22,99
after 2 years	22,95	23,41	23,88
after 5 years	24,65	25,14	25,65
after 8 years	26,82	27,36	27,90

Senior Blender	At ratification	Jan 1 2023	Jan1 2024
Starting	28,53	29,10	29,68
Upon Completion of Probation	28,78	29,36	29,94
after 2 years	29,58	30,17	30,78
after 5 years	31,28	31,91	32,54
after 8 years	33,45	34,12	34,80

## Brewing

Brewer	At ratification	Jan 1 2023	Jan1 2024
Starting	26,13	26,65	27,19
Upon Completion of Probation	27,10	27,64	28,19
after 2 years	27,70	28,25	28,82
after 5 years	28,50	29,07	29,65
after 8 years	29,38	29,97	30,57

Sr. Brewer	At ratification	Jan 1 2023	Jan1 2024
Starting	28,53	29,10	29,68
Upon Completion of Probation	28,78	29,36	29,94
after 2 years	29,58	30,17	30,78
after 5 years	31,28	31,91	32,54
after 8 years	33,45	34,12	34,80

## Maintenance

Mechanic + PH engineer	At ratification	Jan 1 2023	Jan1 2024
Starting	29,45	30,04	30,64
Upon Completion of Probation	29,65	30,24	30,85
after 2 years	31,85	32,49	33,14
after 5 years	34,55	35,24	35,95
after 8 years	38,03	38,79	39,57

Electrician + Programmer	At ratification	Jan 1 2023	Jan1 2024
Starting	36,63	37,36	38,11
Upon Completion of Probation	36,83	37,57	38,32

after 2 years	39,30	40,09	40,89
after 5 years	41,95	42,79	43,64
after 8 years	46,36	47,29	48,23

Electrician / Millwright + PH engineer	At ratification	Jan 1 2023	Jan1 2024
Starting	33,95	34,63	35,32
Upon Completion of Probation	34,15	34,83	35,53
after 2 years	36,95	37,69	38,44
after 5 years	39,95	40,75	41,56
after 8 years	43,70	44,57	45,47



Maintenance Specialist/ Process Eng	At ratification	Jan 1 2023	Jan1 2024
Starting	35,07	35,77	36,49
Upon Completion of Probation	35,48	36,19	36,91
after 2 years	36,43	37,16	37,90
after 5 years	38,25	39,02	39,80
after 8 years	40,25	41,06	41,88

## Office

BPO & Safety Champion	At ratification	Jan 1 2023	Jan1 2024
Starting	22,91	23,37	23,84
Upon Completion of Probation	23,11	23,57	24,04
after 2 years	24,02	24,50	24,99
after 5 years	24,88	25,38	25,89
after 8 years	25,78	26,30	26,82

\*The wages in the grid provided are the minimum rates. The Company can increase wages at its sole discretion. Union will be informed about the change.

\*\*Following a posting, it is understood that when an employee moves from a pay grid to another pay grid there will not be reduction in wage, and they will instead be placed at the nearest pay rate on the new grid.

SIGNING FOR THE COMPANY:

SIGNING FOR THE UNION:










