

COLLECTIVE AGREEMENT

June 1, 2019 – May 31, 2023

BETWEEN:

CANRIM PACKAGING LTD.

(hereinafter called the “Company”)

AND:

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

(hereinafter called the “Union”)

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COLLECTIVE AGREEMENT

June 1, 2019 – May 31, 2022

BETWEEN:

CANRIM PACKAGING LTD.

(hereinafter called the “Company”)

OF THE FIRST PART

AND:

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

(hereinafter called the “Union”)

OF THE SECOND PART

Made and entered into at Kelowna, in the Province of British Columbia, on the 1st day of June 2019.

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

**ARTICLE 1
DEFINITION**

1.01 Wherever herein the expression “employees, journeymen, help or men/women” is used, it shall mean the personnel in all departments of the Company other than office, clerical, salaried supervisory personnel and those excluded by the Labour Relations Code of British Columbia.

**ARTICLE 2
BARGAINING AGENCY AND RECOGNITION**

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

2.02 Permit Cards

Should the Union at any time be unable to furnish competent help when requested by the Company, the Company shall be permitted to hire other persons temporarily on permit cards if such employment does not cause layoff to the regular Union members.

All such extra help must obtain a permit card from the Union before going to work. A permit card is good for one month only but may be renewed monthly.

2.03 Company Rules

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 of management.

2.04 Union Activity

- (a) No employee shall be discriminated against or discharged for his/her activity as a Union member, or for serving on a committee or doing any other work in the interest of the Union. Members shall be granted the necessary time off for such work without pay provided notice is given to the Company and the time required for such work is not unreasonable. The Company will pay the members for such time off on their regular pay dates and be reimbursed by the Union.
- (b) Members of the Union committee (maximum three employees) shall not be required to work on any day that collective bargaining negotiations with the Company are held to discuss the renewal of this Agreement.

The Company agrees to pay the Union Committee members eight hours pay at their current rates for each full negotiation day (eight hours). However, the maximum cost of this provision to the Company shall be eighty hours pay for each of the three employees.

- (c) Employees who are off on union business shall be considered working in their department for the purposes of overtime eligibility and therefore eligible for weekend overtime, provided they have indicated to management that they are interested in working any potential overtime and provided a contact telephone number prior to leaving for union business.

2.05 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.

A written list of the employees' names and the relative amounts so deducted shall be submitted by the Company to the Union Financial Secretary not later than the twelfth of the month following the month in which they are deducted.

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

The amount of dues deducted during the year will be indicated on T4 or appropriate form with the T4.

(b) Notwithstanding Article 2.05 (a), there shall be no financial responsibility on the part of the Company for dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

2.06 The Company shall deduct from the employee's pay the amount equivalent to the initiation fee established by the Union's General Executive Board after the employee has completed 60 shifts. This deduction shall be from the first cheque at the employee's new rate. There is no financial responsibility on the part of the Company for an employee's initiation fee in the event there are insufficient unpaid wages to cover the fee. The Company will provide a list of the employee's names to the Union office with a statement of dues and initiation fees deducted.

2.07 No employee covered by this Agreement shall, individually or collectively, be required or permitted to make a written or oral agreement with the Company 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

3.01 Definition of Seniority

- (a) Seniority is defined as the length of an employee's employment with the Company, calculated from the date he/she was first employed with the Company.
- (b) In the event that the employee loses his/her seniority and subsequently resumes employment, subject to the provisions of the Agreement, his/her seniority shall be calculated from the date that he/she resumed employment with the Company.

3.02 Loss of Seniority

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

1. Discharge for just cause.
2. Voluntary resignation of the employee.
3. Retirement in accordance with the Company's retirement policy.
4. Failure to return to work within five working days from the date of original notice to do so sent to the last address as shown by Company records. Copy of such notice to be given to the Union.
5. Continuous lay-off for a period exceeding one calendar year.
6. If he/she accepts gainful employment while on a granted leave of absence.

7. If he/she fails to return to work within three working days from any leave of absence, or if an employee is unable to do so, submit satisfactory evidence to the Company for such inability; or
8. If he/she accepts a position with the Company outside of the bargaining unit, he/she will lose his/her seniority if he/she does not return to the bargaining unit within sixty (60) days.
9. If he/she fails to return to work when recalled on five or more occasions in any twelve-month period unless agreed to by the Company.
10. If he/she is absent from work for five consecutive working days without having received prior permission from the Company, where that is possible to do so.
11. Notwithstanding (5) above, if an employee with less than one year of seniority is laid off for thirteen consecutive weeks.

3.03 Loss of Benefits

- (a) In the event that an employee loses seniority, all employment benefits shall cease immediately.
- (b) Employees on layoff, Short- or Long-Term Disability, or WCB shall be provided benefit coverage as stated in Article 11.03.

3.04 New Employees

- (a) New employees shall be hired in accordance with Letter of Understanding No. 2 and Letter of Understanding No. 3.
- (b) Casual employees shall be deemed to be on a trial basis for the first forty-five (45) days worked from the date they started with the Company. Such trial period shall be for the purpose of determining the employee's suitability for employment. Thereafter they shall receive the benefit package as detailed in Article 3.05 until such time as they achieve regular status. Days worked shall accrue towards regular status. During such period he/she shall be paid the job rate specified herein (i.e.: casual, trades).

3.05 Casual Employees

- (a) Casual employees shall be entitled to benefits only as set out in this Article, upon successful completion of their trial period:
 - (i) MSP and Extended Health Plan;
 - (ii) Group Life and A.D.&D. - \$25,000;

- (iii) Three sick days per year, pro-rated in the employee's first and last years of employment according to the number of months worked in those years;
- (iv) Boot Allowance of \$100.00 per calendar year;
- (v) Statutory holiday pay prorated in accordance with the following formula providing the employee is not absent without the Company's permission on the last workday scheduled for said employee prior to the Statutory holiday.

$$\frac{\text{No. of days worked X eight hours pay}}{\text{The 20 previous working days}}$$

- (vi) Dental allowance of \$1,000.00 per family, per year (Plan A only).
 - (vii) One day of bereavement leave for day of funeral, on the same basis as Article 8.04.
 - (viii) Up to five days of jury duty pay on the same basis as Article 8.03.
- (b) Casual employees shall qualify for full benefits when they have accumulated 132 days worked in any 12 consecutive months, or upon attaining three years' seniority (this period shall be referred to as the "benefit qualifying period"). However, after 45 days worked, they are eligible for a "mini benefits" package in accordance with Article 3.05(a) above.
 - (c) Casual employees who do not work a total of thirty full or part shifts in a twelve-month period shall lose their seniority and cease to be an employee of the Company.

3.06 Procedure Regarding Layoffs

- Step 1** Should it become necessary to reduce the regular working force, all permit card help must be laid-off before any Union members shall be laid-off.
- Step 2** If further reduction of staff is necessary, then firstly casual Union employees and secondly regular status Union employees shall be laid off in order of their seniority as defined in Article 3.01.

The last member hired shall be the first member to be laid-off and so on, in that order, providing the more senior employee has the necessary skills and training and able to perform the duties required in a satisfactory manner.

No employee of the Company other than a member of the Union shall do the work of a journeyman, except in the case of an immediate emergency involving loss of property or product.

When staff is augmented after layoff, members shall be returned to work on the basis of seniority, the member with the greatest seniority being returned first and so on, in that

order, providing the more senior employee has the necessary skills and training and able to perform the duties required in a satisfactory manner.

The Company shall make every effort to schedule employees in a manner that respects seniority in any situation where a senior employee would otherwise be laid off.

When an employee is recalled and arrives for work after the normal start time for the position for which he/she has been recalled, he/she shall be given the option of completing a full shift providing there is work available.

3.07 Severance Pay

(a) A regular employee who has been or is expected to be laid off for a period of twelve consecutive months due to lack of work or technological change may take his/her severance allowance at any time during his/her layoff, or he/she may wait the full twelve months and take his/her severance when he/she loses his/her seniority but in any event, he/she ceases to be an employee upon receipt of the severance package.

(b) Severance payments shall not be made:

(i) to employees who have not completed their probationary period.

(ii) to employees who are discharged for just cause.

(iii) to employees who voluntarily resign.

(iv) to employees who are retiring on pension.

(v) in the event of closing due to Acts of God, public enemy, war, or disaster beyond the control of the Company.

(vi) to permit card holders.

(vii) to employees who lost seniority pursuant to 3.02(9) (10) or (11).

(c) Severance pay shall be paid as outlined in the following table:

Seniority	Days of Pay
1 but less than 2 years	15 days
2 but less than 3 years	20 days
3 but less than 4 years	25 days
4 but less than 5 years	30 days
5 but less than 6 years	35 days
6 but less than 7 years	40 days
Up to 15 years and 85 days.	

Sixteen years and up at the rate of nine days pay per year of seniority to a maximum of two hundred sixty days.

- (d) The weeks of severance pay, plus earned vacation and sick leave entitlement, will not exceed the number of weeks remaining to the employee's normal retirement date.

3.08 Job Postings, Selection, Training and Trial Period

- (a) Whenever a job vacancy, new job, or spare posting is created in any department of the Company's operations, the Company shall post a standard notice on the bulletin board in each department for at least five calendar days soliciting the names of employees who wish to apply to fill such vacancy.
- (b) The standard application form to be used for posting on the bulletin boards shall specify the type of job vacancy, outline of the work required, length of training/familiarization period as mutually agreed between the Union and the Company, and, wherever possible, the approximate conditions of temperature and humidity to which the employee will be exposed.
- (c) A copy of said notice shall be given to a member of the Union Committee prior to the date of posting.
- (d) All said postings to be dated, numbered and processed in order.
- (e) Any job vacancy, which the Company intends to fill shall be posted within five days of becoming vacant or available. The successful applicant shall commence the training period within twenty days of the position being awarded providing there is a suitable replacement available and the position is active.
- (f) Vacancies for full time postings, new jobs or spare postings shall be filled by the most senior suitable applicant who has the capabilities and willingness to do the job. Notwithstanding anything contained herein to the contrary, promotions to better paid jobs or to other jobs at the same rate of pay shall be based upon an initial trial period of up to thirty working days.
- (g) At the outset of the training period, the successful applicant will undergo a familiarization period of up to 15 days. The length of the familiarization period varies depending on complexity of the position. The familiarization period is part of the training process. The purpose of the familiarization period is to provide the employee with an overview of the position.
- (h) After 15 days of training or working in the new position, the employee will have committed to the position and no longer has the option of returning to his/her former position. After an additional 15 days (if he/she is still in training) he/she may still be returned to his/her former position in the event the Company determines that he/she is not suitable for the new position. This determination will be made in good faith and is subject to the grievance process. After that time, the employee will be

placed in general labour if he/she does not pass the training or trial period. These timelines may be extended by mutual consent of the Company and the Union.

- (i) During the training period, the employee will continue to earn the base rate received in his/her previous position. Upon completion of the training period and commencement of the trial period, the employee will receive the base rate applicable for the new position. When the employee successfully completes the trial period and is posted in the new position, he/she will receive the base rate for the new position. The parties agree that this article does not apply to employees hired in trades or quality control.
- (j) Notification of the successful applicant shall be announced within five days of removal date of said posting.
- (k) 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 differences arise, be dealt with under the Grievance Procedure, starting with Step 2 of Article 9.04.
- (l) Notwithstanding anything contained herein, it is understood and agreed that promotions to better paid jobs or to other jobs at the same rate of pay, shall be based on the employee's seniority, willingness, initiative and, if necessary, his/her capability to do the work. Nothing in this section contained shall abrogate the right of any grievance if an employee feels that he/she has been discriminated against as a result of any such promotion.
- (m) Notices of appointments to vacancies and/or newly created positions shall be posted on the bulletin board for ten calendar days so as to allow qualified employees on W.C.B., sick leave, leave of absence or vacation an opportunity to apply for these positions within five working days of their return.
- (n) It is understood and agreed that employees being trained shall be supernumerary to the regular workforce unless operational requirements do not allow, their training period shall be on a consecutive basis, rather than on an intermittent basis. This will be done with the mutual agreement of the parties and will not be unreasonably denied.
- (o) Notwithstanding the foregoing, the Company may temporarily assign any employee to do any job for up to sixty (60) consecutive shifts.
- (p) In the event an employee who holds a posting is ill or injured to the extent that he/she is off work in excess of one year, the Company and Union, shall make a determination whether or not to repost said posting, based upon expected return to work date, for an interim basis, on the understanding that should the employee recover and return to work, his/her original posting would take precedence.

- (q) Employees who successfully complete their training and trial period shall be required to maintain their posting for twenty-four (24) months after the end of the trial period. Thereafter they shall be permitted to bid off their position. It is understood however that they may be required to remain on their posting until such time as a suitable replacement has been trained.

3.09 Seniority Respecting Overtime

- (a) Subject to the efficient operation of the Company, it is agreed that in the event it is necessary to work overtime in any department, employees shall be acquired in the order of their seniority within the department to do such overtime work.
- (b) For the purposes of allocating overtime, employees working in the Section concerned who are capable of doing the work required will be asked first in order of their seniority. If sufficient volunteers are not obtained, employees working in the Department will then be asked in order of seniority, and then, if necessary Plant wide on a seniority and capability basis. For the purpose of the above, satellite warehouses shall be considered as a separate section.
- (c) In the event it is necessary to work overtime at the end of a shift for the purpose of finishing off job assignments, cellar blends or production runs, and the overtime is initially refused by all capable employees on shift, the Company shall have the right to order the most junior capable employees on shift to work such overtime up to a maximum of one hour. However, if the overtime required is expected to last more than two hours and there are capable employees on layoff, the Company shall recall said employees rather than ordering employees to work the overtime.
- (d) The following groups shall be recognized as “departments” whenever the word is used throughout this Agreement. New departments that may be established by the Company and which fall under the jurisdiction of the certification shall be added to the departments listed below.

1. Maintenance Department

Engineering Section

Electrical Section

Maintenance Shop Section

Changeover Mechanics Section

2. Wine Department

3. Packaging Department

Bottling Section

Warehouse Section

Clean Up

4. Quality Assurance Department

**ARTICLE 4
HOURS OF WORK**

4.01 Regular Hours

- (a) For all employees, eight hours shall constitute a day's work and five days, namely forty hours, Monday through Friday inclusive, shall constitute a week's work.
- (b) An employee who is ordered to work for less than eight hours per day or forty hours per week shall be considered as temporarily laid-off.
- (c) Day shift is any shift that starts between 5:00 am to 9:00 am; afternoon shift starts between 1:30 pm to 5:00 pm; graveyard shift starts between 9:30 pm and 1:00 am.
- (d) Such scheduling would be posted on at least a weekly bi-weekly basis.

4.02 Overtime

- (a) Work performed in excess of eight hours during the day, Monday through Friday, shall be overtime and shall be paid for at the rate of double time the employee's regular or premium rate of pay. To qualify for weekend overtime, employees must have worked the Friday prior to the weekend.
- (b) In the event it is necessary to work overtime, the Company shall, wherever possible, provide four hours' notice of such overtime. Employees shall not be compelled to work overtime but may volunteer to do so.
- (c) For all work performed by an employee on any day prior to his/her regular starting time and after his/her regular quitting time, such employee shall receive pay at the rate of double time.
- (d) The Company shall not schedule any overtime shift while any employee who is capable of doing the work required is working less than twenty-five hours per week. In that event said overtime shall be offered to the senior capable employee on layoff firstly and then to the senior capable employees working forty hours. If the shift is scheduled on a premium day the premium rate of pay shall apply.
- (e) Employees changing shifts shall be given not less than twelve consecutive hours off and if such twelve hours does not allow an employee to work an eight-hour day,

forty-hour week, the employee will be paid for an eight-hour day, forty-hour week at current pay rates.

- (f) **Banking of Overtime:** After ratification of the collective agreement or after a new employee passes the probation period, employees will be given the option of receiving overtime premium for all overtime hours worked or receiving straight time for all overtime hours worked and banking premium time, paid on the pay period end date closest May 31. The option chosen cannot be changed more than once in a 12month period.

Unused banked hours at June 1st in any contract year shall be cashed out; however, employees shall be permitted to cash out their accumulated bank time at anytime during the contract year. Payment will be made on the next regular pay period after a written request is made. Time off shall be taken by mutual agreement and shall be paid at the current rate of the classification worked when the hour was banked.

4.03 Saturday Overtime

- (a) For all work performed up to eight (8) hours on Saturday, the premium rate of double time shall be paid (minimum four hours at double time).
- (b) All work performed over ten (10) hours on Saturday shall be considered overtime and shall be paid for at the rate of double time the prevailing Saturday rate for the employee concerned, and if the prevailing Saturday rate is a premium rate, then at double time the said premium rate.

4.04 Sunday Overtime

- (a) For all work performed up to eight (8) hours on Sunday, the premium rate of double time shall be paid to all employees.
- (b) All work performed over ten (10) hours on Sunday shall be considered overtime and shall be paid for at the rate of double time the prevailing Sunday rate for the employee concerned and if the prevailing Sunday rate is a premium rate, then at double time the said premium rate.
- (c) It is understood that no employee in the Sunday double time premium pay category, who is brought in to work, shall be paid for less than four hours at such rate. It is permissible for such an employee to be worked and paid at the said premium rate for four, five, six, seven or eight consecutive hours on Sunday.

4.05 Shift Scheduling

- (a) Shift Schedules shall be posted on Monday for work in the following week. This list may be amended without penalty up to 4 p.m. on Thursday (Wednesday in the event of a four-day week). Thereafter, any changes in the posted schedule require at least twenty-four hours notice otherwise the change shall be paid for at the

premium rate of double time for all hours worked on the first shift, unless such change was caused by unscheduled employee absenteeism.

- (b) In the event that production requirements are such that the Company needs to schedule an additional shift of less than one week’s duration (e.g. full week of days plus two production shifts on afternoons) and in order to accommodate seniority employees are scheduled to change from afternoons to days, the Employer will not be required to pay the premium referred to in Article 4.02 (e). However, the employee may elect to take the first day as a layoff to ensure compliance with the twelve-hour provision referred to therein, providing he/she advises the Company by the end of his/her shift.
- (c) The Company shall be permitted, providing prior notice of at least fourteen (14) calendar days is given to the Union, to schedule employees during the harvest period for a maximum of eight (8) consecutive weeks, with the following schedule.

	Days 1-14														Days 15-28													
TEAM (12 hr. Shift Length)	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
Crush Team 1	Day	Day			Day	Day	Day			Day	Day				Day	Day			Day	Day	Day			Day	Day			
Crush Team 2	Day	Day			Day	Day	Day			Day	Day				Day	Day			Day	Day	Day			Day	Day			
Crush Team 3			Day	Day				Day	Day			Day	Day	Day			Day	Day				Day	Day			Day	Day	Day
Crush Team 4			Day	Day				Day	Day			Day	Day	Day			Day	Day				Day	Day			Day	Day	Day
ICB Days M-	Day	Day	Day	Day	Day	Day		Day	Day	Day	Day	Day	Day		Day	Day	Day	Day	Day	Day		Day	Day	Day	Day	Day	Day	
ICB	Day	Day	Day	Day	Day	Day		Day	Day	Day	Day	Day	Day		Day	Day	Day	Day	Day	Day		Day	Day	Day	Day	Day	Day	
Day	6:00am-6:00pm		Day 6:00am-2:30pm														6:00pm-6:00am											
GYD	6:00pm-6:00am		Aft. 2:30pm-11:00pm														6:00pm-6:00am											

- (d) In the event that planned harvest tonnage is below 2400 metric tons, the Company would not have access to the twelve (12) hour continuous shift rotation referred to in 4.05(c).

- (e) Where shift work is required all employees will be rotated on an equitable basis where operations permit.

4.06 Lunch Break - Rest Periods - Supper Allowance

- (a) Lunch break - all employees shall be allowed an unpaid one-half hour off for the mid-shift meal. This half hour shall be included in the working hours above stipulated.
- (b) Rest Periods - Each employee is entitled to two (2) inclusive fifteen (15) minute rest periods, one in each half of their shift.

Those employees who are working the twelve 12 hour shifts as outlined in the Harvest Work schedule in 4.05 (c) shall be entitled to four (4) inclusive twenty-minute (20) rest periods, two in each half of their shift.

- (c) Employees required to work at least one hour of overtime will be entitled to an additional fifteen (15) minute inclusive rest period to be taken at the end of the overtime period or added to their hours worked.

Where unscheduled overtime is in excess of two hours the employer will schedule a rest period at the end of two hours in conjunction with a meal allowance.

- (d) Supper Allowance. Where an employee is required to work overtime in excess of two hours, the Company shall either pay a meal allowance of \$10.00 or, if practical provide a meal to the value of \$10.00. The meal will be furnished at the most practical time and in conjunction with a rest period.
- (e) Working Through Breaks. In order to maximize productivity, the Company may schedule breaks so as to operate packaging and warehouse continuously, provided sufficient positions and trained employees are available.

4.07 Reporting To Work

- (a) Employees must be notified before quitting time if they are not to report for work the next day. If they are not notified and report for work, then they shall be paid for the whole day.
- (b) Employees called for work for less than half a day shall receive not less than one-half day's wages.
- (c) Employees who request permission to leave early or who agree to leave early because of a temporary reduced departmental workload shall be paid for the time worked only. In the event that more than one employee makes such a request, seniority shall be the governing factor in receiving the Company's approval.

Sick Leave

- (a) Each regular employee hired on or before May 31, 2013 shall be entitled to twelve days sick leave a year with pay at regular straight-time wages. Each regular employee hired on or after June 1, 2013, upon completion of the probation period, shall be entitled to eight days sick leave a year with pay at regular straight-time wages. This entitlement shall be pro-rated in the employee's first year in accordance with the number of months worked in that year, after completion of the probation period.
- (b) Current regular employees who were not actively employed for 1,056 hours in the previous sick plan year (December 1 to November 30) shall have their entitlement pro-rated in the following manner:

$$\frac{\text{No. of hours worked}}{1,056} \times 12 \text{ or } 8 \text{ (as applicable)}$$

- (c) "Actively employed" and "hours worked" means straight time hours worked, paid vacation, paid holidays, paid leave of absence and up to one thousand hours of absence on WCB.
- (d) Upon termination of employment for other than just cause, an employee shall be entitled to a cash pay-out of unused sick leave pro-rated to the number of months worked in that sick plan year.
- (e) Employees who have unused sick leave on November 30th shall be entitled to a cash pay-out of such unused sick leave at their regular straight time rate, paid on the pay period end date closest to November 30th. Sick leave is not cumulative from year to year.
- (f) Employees who are absent from work on November 30th shall not re-qualify for sick leave until they have returned to work in the new sick plan year for a minimum of one shift.
- (g) In the event an employee becomes ill or injured during a paid vacation such that he/she would otherwise be eligible for Short Term Disability Benefits, he/she may elect to cancel his/her remaining vacation time and apply for coverage under the Short-Term Disability Plan providing:
- (i) The Company is immediately notified of the employee's intention and the necessary forms are submitted as soon as possible; and
 - (ii) The Company is reimbursed by the employee the vacation pay received for those days covered by the Short Term Disability Plan.

Unused vacation entitlement occurring as a result of the foregoing shall be rescheduled at a time mutually agreed upon between the Company and the employee.

- (h) The Company reserves the right to request a Doctor's certificate covering any sickness claim. If required, a proper certificate must be provided confirming that the employee was unable to work. Notes merely stating the employee consulted a doctor will not be accepted. The costs of such forms, as well as any forms relating to S.T.D., L.T.D., W.C.B (not paid by WorkSafe) and FAF forms requested by the Employer, shall be reimbursed by the Company (to a maximum \$75.00 per calendar year).
- (i) Any proven misuse, abuse or misrepresentation of his/her Sick Leave Benefit by an employee during the life of his Agreement shall render such employee permanently ineligible to receive the benefits of this section for the duration of the Agreement and may be sufficient grounds for dismissal.
- (j) It is understood that an employee cannot collect full Sick Benefit under this section on any day for which he/she is paid his/her regular full wage or salary rate by the Company, or for which he/she receives Workers' Compensation payments or Short-Term Disability payments from the Welfare Plan under Article 11 hereof.
- (k) Any employee who is recalled from layoff and fails to report for work due to illness may be required to produce a Doctor's certificate to be eligible for sick leave pay.
- (l) Employees may elect to use sick leave to supplement Short Term Disability or WCB payments in accordance with the present practice.

4.09 Harvest Work

- (1) There shall be a pre-harvest meeting between management and the Plant Committee to discuss plans for the Harvest period. The Harvest schedule shall cover a period not to exceed eight (8) weeks from the first day of implementation.
 - A. The harvest operation, comprising of fruit crush, fermentation and pressing, shall be an extension of the cellar department. Harvest work will be filled by employees holding positions in the Cellar or may be assigned to other employees who have signed the harvest posting.
 - B. The seniority lists will be posted ninety (90) days prior to the anticipated start of harvest, employees will be asked to indicate;
 - i. Willingness to work during harvest in the position of Harvest Intern as part of the regular cellars department shift rotation, or;
 - ii. Willingness to work during harvest in the position of ICB, or;
 - iii. Willingness to work during harvest in the position of Harvest General Labourer, or;

- iv. Willingness to work during crush in the position of Harvest General Labourer in case of layoff only.

Harvest postings shall be filled in seniority order. If the postings do not secure the required number of employees to fill the remaining positions, the company will assign the remaining positions to employees by reverse order of seniority.

- C. Shift schedules for the Harvest crew have been arranged to handle the incoming grape supply quickly and efficiently to reduce the possibility of spoilage.
- D. When there is a shortage of harvest work during the shift, employees scheduled on the harvest crew shall work their scheduled hours:
 - i. Assigned alternate work if available, or;
 - ii. At the option of the Company, assigned to other plant cleanup duties, or;
 - iii. Exercise their seniority to bump back into their regularly scheduled position, providing the employee has clean work wear.
- E. Harvest cellar overtime shall be offered:
 - i. First to employees holding regular cellar postings;
 - ii. Second to employees awarded harvest cellar postings in accordance with 4.09 B (i) above.
 - iii. Third to employees who have indicated a willingness to work and are capable of performing the work in a competent manner as indicated in 4.09 B (ii) (iii) above in seniority order.
- F. Employees who sign up for the harvest schedule in accordance with 4.09 (B) and are trained for those positions, shall be required to fill those positions during harvest for the term of this Collective Agreement.

ARTICLE 5 WAGES

Wages

- (a) Wage Rates for employees with hire dates on or before May 31, 2013

Wages shall be paid every second Thursday at not less than the following rates:

**Classifications –Tier 1
Group 1**

	EFFECTIVE JUNE 1/19	EFFECTIVE JUNE 1/20	EFFECTIVE JUNE 1/21	EFFECTIVE JUNE 1/22
Engineer	35.65	36.36	37.09	37.83
Electrician				
Carpenter				
Millwright				
Machinist				
Changeover/Mechanic				
Quality Control				

Ticket Premiums: Group 1 trades holding one or more specified tickets will receive a premium of fifty cents per hour for the first and for each additional specified ticket. (See Letter of Understanding No. 4, re: Trade Tickets)

Group 2

	EFFECTIVE JUNE 1/19	EFFECTIVE JUNE 1/20	EFFECTIVE JUNE 1/21	EFFECTIVE JUNE 1/22
Stockperson	32.50	32.50	33.15	33.81
Cellarman				
Shipper/Fork Lift Op.				
Cleanup Person				
Packaging Machine Operator				
General Labour				

Effective June 1, 2019 each employee in the following classifications shall receive a lump sum of one thousand dollars (\$1000.00).

Stockperson
Cellarman
Shipper/Fork Lift Operator
Cleanup Person
Packaging Machine Operator

Effective June 1, 2020 each employee in the following classifications shall receive a lump sum of one thousand five hundred dollars (\$1500.00).

Stockperson
Cellarman
Shipper/Fork Lift Operator
Cleanup Person
Packaging Machine Operator

(b) Wage Rates for employees with hire dates on or after June 1, 2013

Wages shall be paid every second Thursday at not less than the following rates:

Classification—Tier 2

Group 1

	EFFECTIVE JUNE 1/19	EFFECTIVE JUNE 1/20	EFFECTIVE JUNE 1/21	EFFECTIVE JUNE 1/22
Engineer	35.65	36.36	37.09	37.83
Electrician				
Carpenter				
Millwright				
Machinist				
Changeover/Mechanic				
Quality Control				

Ticket Premiums: Group 1 trades holding one or more specified tickets will receive a premium of fifty (50) cents per hour for the first and for each additional specified ticket. (See Letter of Understanding No. 4, re: Trade Tickets)

	EFFECTIVE JUNE 1/19	EFFECTIVE JUNE 1/20	EFFECTIVE JUNE 1/21	EFFECTIVE JUNE 1/22
Group 2				
Stockperson	26.37	26.90	27.44	27.98
Cellarman				
Shipper/Fork Lift Op.				
Cleanup Person				
Packaging Machine Operator				
Lab Tech				
Group 3	21.97	22.40	22.86	23.32
General Labour				
Group 4	17.00	17.34	17.69	18.04
Casual Help				

Lab Technician can only be utilized between June 15th and December 31st for vacation relief and harvest.

Cost of Living Bonus

- (a) A triggered C.O.L.A. will be implemented if the inflation rate exceeds 6% during each year that this contract is in effect. For each .4 increase in the Consumer Price Index for Canada (1992 =100) beyond the 6% figure, wages will be increased by \$0.01.

- (b) There will be one C.O.L.A. adjustment date, being the first full calendar week following the C.P.I. issued on or about June 1, 2009.
- (c) C.O.L.A. adjustments shall be considered as an “add-on” on all hours worked only and shall not be deemed part of the employee’s standard hourly wage rate for the purpose of calculation of overtime, pension contribution, nor any other benefits provided for in this Agreement.

5.03 First Aid Attendant

There shall be designated First Aid Attendants who shall receive a premium for all hours worked in this capacity based on the level of Ticket held in accordance with the following schedule:

Level 1	\$0.50 per hour
Level 2	\$0.75 per hour
Level 3	\$1.00 per hour

In the event the regular attendants are sick, on vacation, etc., the next senior employee holding a valid ticket shall be used and paid the premium rate.

Employees who are required to obtain, maintain, or upgrade industrial first aid tickets shall be compensated at his/her straight time hourly rate for all hours lost (not to exceed eight hours per day), while attending the Company-approved course.

An Employee who holds a Level 3 First Aid ticket that wishes to maintain their ticket, shall be compensated at his/her straight time hourly rate, for hours lost attending the Company approved course. This shall not exceed eight (8) hours per day and equivalent to the same time as required for a Level 2 First Aid Ticket.

It is agreed that the employee holding the highest level of ticket on each shift shall be the designated attendant for that shift.

5.04 Rate Protection

The present higher wages of any employee shall not be reduced. For clarity, it is understood and agreed that when any employee in a lower category is required to do any part of the work embodied in higher categories listed in this Article, he/she shall be paid the wage rate for such higher category as per Article 3.08.

If an employee, having been classified in a higher category is required at any time to perform work embodied in a classification in a lower category, his/her own rate of pay shall not be reduced from that established in the higher category.

For the purpose of determining the rate for vacation pay, an employee will be paid at the higher classification only if he/she has worked six hundred hours at that higher classification in the previous calendar year.

5.05 Premiums

Afternoon shift	\$0.75 per hour
Graveyard shift	\$1.30 per hour
Harvest twelve (12) hour shift	\$3.00 per hour
Harvest 6:00 pm – 6:00 am shift	\$1.00 per hour

5.06 Job Change/Creation

Before the labour of employees is increased by changes in operation, manufacturing methods 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.

In the event the parties fail to agree on a rate, a rate shall be set by the Company, or the Company will consider providing additional help if a material increase in the workload has resulted. After a trial period of thirty 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.

Employees whose position has been eliminated due to lack of work, technological changes or method of production changes, or the reduction of or closing of a department, and where that employee(s) will no longer be required to perform work in that classification, shall return to their former department and displace the junior employee in that department, providing they are willing and able to perform the work. If the operating procedures have changed as a result of HACCP and the employee has the requisite skill set, but he or she has not signed the Standard Operating Procedure for his or her old position, he or she will be given the opportunity to be trained on SOPs in order to displace the junior employee. The person affected displaces the junior person in the plant as per Article 3.06 providing he/she can do the work as assigned. Employees affected are to receive the assigned job rate after 90 working days.

ARTICLE 6

STATUTORY HOLIDAYS

6.01 The following shall be considered as Statutory Holidays on which employees shall not be required to work:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, December 24th, Christmas Day, Boxing Day, December 31st.

When a Statutory Holiday falls within an employee's day off, the first working day prior to, or following the said Statutory Holiday shall be classed as the holiday on which employees shall not be required to work and shall be paid for at their regular rates.

Work performed on the aforementioned Statutory Holidays or on the above-arranged day(s), shall be paid at double time.

Those employees who are working the twelve (12) hour shift during harvest, and work on a Statutory Holiday will receive eight (8) hours regular pay for the Statutory holiday and double time for all hours worked on the Statutory holiday.

Any employee on Short Term Disability or Workers' Compensation will receive supp-up pay based at 25% of a day's wages for all Statutory Holidays which occur in the first twenty-six weeks of disability. Thereafter, entitlement for Statutory Holidays shall cease until such time as the employee recovers and returns to work.

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

Worked at least forty regular hours during the one hundred sixty regular hours immediately preceding the day on which the said holiday is observed, and:

- (b) Has not been absent without permission on the last workday scheduled for him/her prior to the holiday and the first day scheduled for him/her after the said holiday.
- (c) Regular status employees who would otherwise qualify for Statutory Holiday pay except that they have suffered a layoff immediately following the observance of a Statutory Holiday as defined herein, shall be deemed to have been available in accordance with (b) above and shall receive said pay on the next pay day providing a reasonable expectation of recall exists. In the event that recall is unlikely, payment shall be made in accordance with the Employment Standards Act.
- (d) All other employees shall be paid in accordance with Article 3.05.
- (e) Only approved sick leave, Short Term Disability, WCB, paid vacation and actual hours worked shall be considered as days worked.

ARTICLE 7 VACATIONS

7.01 Vacation Entitlement

All employees in the service of the Company for one year or longer shall be granted two weeks' vacation per year with full pay.

7.02 Vacation Schedule

Employees hired on or before May 31, 1998 shall continue to accrue vacations under the current system (ten days after one year, fifteen days after two years and one additional day for each year more than three to a maximum of thirty-five days. Employees receiving in excess of thirty-five days per year are frozen at that level). Employees hired between May 31, 1998 and May 31, 2013 shall accrue holiday entitlement in accordance with the

following formula: two weeks after one year, three weeks after four years, four weeks after nine years, five weeks after sixteen years, six weeks after twenty-one years, seven weeks after twenty-six years. Employees hired on or after June 1, 2013 shall accrue holiday entitlement in accordance with the following formula: two weeks after one year, three weeks after five years, four weeks after ten years, five weeks after sixteen years.

7.03 Qualifying Time

- (a) For this purpose, service shall mean an employee must have worked 1,056 hours in each twelve-month anniversary period. Prior to achieving the 1,056-hour plateau in each twelve-month period, employees shall receive vacation pay in accordance with the following formula:

$$\frac{\text{No. of hours Worked}}{1,056 \text{ hours}} \times \text{Basic Entitlement} = \text{Vacation Pay}$$

Statutory Holidays, Vacations for which the employee is paid, and up to 1000 hours while in receipt of WCB benefits shall be considered as days worked.

- (b) Effective date of ratification, employees who have been disabled in excess of fifty-two weeks such that they are unable to take their holidays by December 31, shall have their benefit payments supplemented to full pay for each day of vacation entitlement unused.
- (c) Notwithstanding the foregoing, employees entitlement to vacation pay shall cease after one hundred four weeks of disability until or unless the employee recovers and returns to work or retires. Employees who recover and return to work shall have their vacation entitlement pro-rated in the year that they return.

7.04 Vacation Period

The vacation period shall be between January 1st and December 31st at times stipulated by mutual consent of the department head and the employee. Employees shall be granted a minimum of two weeks' vacation each year during the period commencing with the week in which June 15th falls and ending with the week in which August 31st falls ("Prime Time"). Earned vacation in excess of two weeks must be taken outside of Prime Time unless it is otherwise mutually agreed, and such agreement does not deny another employee the right to take two weeks during Prime Time.

There are four sign-up periods for vacation. During each vacation sign-up period one-week blocks will be given precedence over periods of time that are less than a week.

1. The Company shall post a Vacation Planner in each Department by October 1 listing available vacation dates in the following calendar year.
2. Starting October 1st in order of seniority each employee will have up to 2 days to select up to 3 weeks of non-Prime Time vacation.

3. Starting January 15th in order of seniority each employee will have up to 2 days to select up to 2 weeks' vacation including Prime-Time.
4. Starting February 15th in order of seniority, each employee will have up to 2 days to select up to one (1) week of available vacation, including prime time periods.
5. Starting on March 1st, in order of seniority, each employee will have up to two (2) days to select the rest of their allotted vacation.
6. Finally, on March 15th, any unassigned vacation will be available to all employees who have not utilized their full allotment of vacation on a first come first serve basis, with the consent of the Department Manager.

Employees that are absent from work during the sign-up periods for vacation are required to ensure that their preferences are communicated to the Company during the applicable period. Employees who do not book vacation by **June 1st** will have the balance of their vacation entitlement allocated by the Company. The allocation process will begin on **June 15** and employees will be given a minimum of one (1) weeks notice.

Employees entitled to five or more weeks annual vacation shall have the option of a one-week vacation carry-over. Said week shall be taken as a full week at a time mutually agreed between the Company and the employee. Employees entitled to less than five weeks' vacation may carry over one week of vacation to be taken by February 28th at a time mutually agreed between the Company and the employee. In the event that the Company has a planned shutdown in the month of March, a carry over for the equivalent period of the shutdown will be extended to March 31 and used during the shutdown by employees with less than five weeks' vacation entitlement.

ARTICLE 8 GENERAL

8.01 Privileges and Amenities

All privileges and amenities currently enjoyed by the employees shall be kept in force.

8.02 Work Clothing

- (a) The Company will provide gloves and rubber boots wherever and whenever necessary.
- (b) Upon proof of purchase and receipt, the Company will reimburse all employees up to a maximum of three hundred (\$300.00) per calendar year, for the cost of WSBC approved safety footwear.
- (c) The Company will provide coveralls to those employees whose job duties require coveralls and will provide a laundry/repair service.

8.03 Jury Duty

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

8.04 Bereavement Leave

When an employee attends the funeral, celebration of life or similar service following the death of an immediate relative, he/she shall receive leave of absence for three consecutive days and shall receive eight hours straight time rate of pay for each of such days absent on which he/she would otherwise have been working.

For the purpose of this article, "immediate relative" shall mean one of the following: Wife, Husband, Same-sex Spouse, Daughter, Son, Step-Children, Mother, Father, Step-Parents, Sister, Brother, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparents, Grandchildren, Daughter-in-law and Son-in-law.

8.05 Leave of Absence Without Pay

Leave of Absence will be granted to employees on request subject to approval of the Union and the Company provided the leave can be operationally accommodated. Any such leave granted will be in writing by the Company with one copy to the employee and one copy to the Union.

During such leave, employees will be required to carry their own medical and dental benefits after a period of two months, if they wish such coverage to continue. It is understood and agreed that employees must return to work for at least one shift in order to re-qualify for full benefit coverage once the Leave has ended. No more than four employees, two from large departments, one from small departments, shall be permitted to be off on Leave at any one time unless mutually agreed.

Any suspected abuse of a leave of absence shall be discussed between the Union and Management and if such leave is being abused it may be cancelled by mutual agreement.

When an employee requests a leave in excess of twenty working days, all accumulated bank time and vacation entitlement must be taken prior to the leave being granted.

8.06 Paid Union Education Leave of Absence

Upon written application by an officer of the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay. No more than a total of fifteen working days shall be available in any one year to all union members. Such educational leave will be arranged between the Union and the Company to minimize disruption of the Company's operations.

8.07 Safety Committee

There shall be an elected Safety Committee recognized by the Company and the Union.

It is agreed that a meeting of one member of the Union from each department and one representative from the Company from each department will take place once a month. Committee Alternates for the Union will be drawn as necessary from the First Aid Representatives. Alternates from the Company will be assigned by the Company.

8.08 Disciplinary Record

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

8.09 Tuition Fees

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

- (a) The course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee.
- (b) The course is likely to contribute to the employee's performance or advancement within the Company.
- (c) The employee offers proof of successful completion of the course.
- (d) The maximum refund to the employee in any one calendar year will be \$500.00 for any full-term course and \$250.00 for any half-term course.

8.10 Technological Improvement or Changes

If improvements or changes in production methods or processes, which are technological improvements or changes, including the method of shipping, receiving or handling of materials or products, the closing of a department or plant, or part of a department, the Company shall give the Union thirty days written notice of such improvements or changes. Such notice shall describe the nature of such improvements or changes, specify the approximate number of employees to be affected by such improvements or changes, and state the expected date of implementation.

- 8.11** If the Company requires the employee to attend a functional capacities evaluation or independent medical examination, the Company shall pay for the full cost of such an assessment.

**ARTICLE 9
GRIEVANCE PROCEDURE**

- 9.01** A Shop Steward, who shall be a regular employee of the Company, shall be elected by the Union and recognized by the Company.
- 9.02** In case any grievance arises in any or all departments of the Company operations, an honest effort shall be made to settle the differences as described below.
- 9.03** There shall be a Grievance 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 Management or the Grievance Committee.

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

- 9.04** The steps to be taken in the handling of any grievance shall be:

Step 1: Grievances to be commenced within 30 days of incident that causes the grievance or within 30 days of the date that the grievor knew or reasonably ought to have known of the incident causing the grievance. The aggrieved employee shall notify a member of the Grievance Committee who shall immediately request time off from his/her foreman in order to take up the matter if the case is urgent. If the case is not extremely urgent, it shall be taken up at the end of the shift. The member of the Grievance Committee, with or without the aggrieved person, shall take up the matter with the employee's immediate supervisor who shall give his/her answer within five days.

Step 2: Failing Settlement in Step 1, and within five (5) days of the immediate Supervisor's answer, the grievance report shall be submitted to the Department Manager by the Grievance Committee member. The Department Manager shall place his/her answer in writing on the form provided and return same to the Grievance Committee member within five (5) days.

Step 3: Failing Settlement in Step 2, and within five (5) days of the Department Manager's answer, the Grievance Committee along with a representative of the Union, and representatives of the Company, along with the Director of Operations, shall attempt to reach a satisfactory settlement. Failing to do so within three days, Step 4 may be invoked.

Step 4: Failing settlement in Step 3, either party may give written notice to the other that they wish the matter to be arbitrated. The grieving party shall nominate three (3) arbitrators. Within fifteen (15) days thereafter, the other party shall write stating either the acceptance of one of the other party's nominees or nominating three (3) other arbitrators. This process will be repeated until an arbitrator is chosen. If they are unable to agree on an arbitrator, either party may then request the Labour Board for the Province of B.C. to assist them in selecting an arbitrator.

9.04 Any of the time limits contained in this article may be extended by request in writing by either party.

9.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

The arbitrator shall not be authorized to make any decision which will alter, modify or amend any part of this Agreement.

The proceedings of the arbitration will be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties hereto.

The parties will jointly bear the expenses, if any, of the arbitrator.

9.06 Policy Grievances may be submitted at Step 3. A Policy Grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operation or alleged violation of the Agreement, including whether or not a matter is arbitrable. Dismissals may also be instituted at Step 3.

ARTICLE 10 SECURITY OF PRINCIPLES

10.01 Wherever practicable, the Company shall endeavour to see that all materials used by the Company shall be materials which are processed by Canadian Union Labour in respect to their manufacture and subsequent wholesaling and handling.

10.02 Strike and Lockout

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

10.03 Union Label

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.

10.04 Contracting Out

There will be no contracting out of bargaining unit work without prior notification to the Union.

**ARTICLE 11
BENEFITS**

11.01(a) The company shall pay the premiums for insurance policies or plans to provide the following benefits to employees who have qualified:

- i. Life Insurance and A.D.&D. insurance for active employees - \$70,000.00.
- ii. Group Life insurance Policy in an amount equal to 10% of the Policy referred to in (a) above at retirement.
- iii. MSP, extended health and prescription plan. The rules of operation and limitations of usage shall be clearly defined and explained to each eligible employee.
- iv. A dental health plan to include coverage as follows:

		Maximum
(i) Basic	100%	\$2,000.00 yearly*
(ii) Endodontics/Periodontics	100%	\$2,000.00 yearly*
(iii) Denture/Denture Repair	80%	\$2,000.00 yearly*
(iv) Crowns/Bridges	80%	\$2,000.00 yearly*
(v) Orthodontic	50%	\$3,000.00 lifetime

*The \$2,000 maximum applies to the combined eligible expenses incurred in a benefit year under parts (i), (ii), (iii) and (iv) for the member and for each dependant.

(v) Short Term Disability benefits due to sickness or accident will calculate at 75% of the employee's current wage rate. Maximum Short-Term Disability period eligible is 26 weeks. Benefits payable commencing on the fourth day of illness and from the first day of accident will be paid to the employee by the carrier. If an

employee, through no fault of his/her own, is experiencing a delay of more than one complete pay period in obtaining payment, the Company will make a payroll advance provided acceptable arrangements for reimbursement have been made.

(vi) Long Term Disability. Should the disability continue beyond the twenty-six weeks covered by Short Term Disability, the Long-Term Disability Plan will commence on the twenty-seventh week and will continue until recovery or regular retirement whichever comes first. The Long-Term Disability Plan will provide the payment of 66-2/3% of wages (wage rate at the end of Short-Term Disability times forty hours), and include a standard offset clause integrating payments such as Canada Pension Plan and Workers Compensation benefits.

(vii) Eyeglasses (Employees and dependants - immediate family). Expenses incurred relative to the purchase of prescribed lenses and frames or contact lenses may be claimed upon presentation of a receipted bill up to a maximum of \$350.00 every twenty-four months. The employee shall have the option of applying this benefit towards the cost of laser surgery should the employee so wish providing proof of surgery is given to the Company.

(viii) Hearing Aids. Expenses incurred relative to the purchase of hearing aids for employees and dependants (immediate family) up to the age of sixty-five, when prescribed, to a maximum of up to \$500.00 per person per four-year period, with the ability to submit receipts in instalments. Coverage not to include repairs or maintenance.

(b) For all employees hired on or after June 1, 2013, the Company shall pay the premiums for insurance policies or plans to provide the following benefits to employees who have qualified.

- (i) Life Insurance and A.D.&D. insurance for active employees - \$55,000.00.
- (ii) Group Life insurance Policy in an amount equal to 10% of the Policy referred to in (a) above at retirement.
- (iii) MSP, extended health and prescription plan. The rules of operation and limitations of usage shall be clearly defined and explained to each eligible employee.

(iv) A dental health plan to include coverage as follows:

			Maximum
(i)	Basic	80%	\$3,000.00 yearly*
(ii)	Endodontics/Periodontics	50%	\$3,000.00 yearly*
(iii)	Denture/Denture Repair	50%	\$3,000.00 yearly*
(iv)	Crowns/Bridges	50%	\$3,000.00 yearly*

(v)	Orthodontic	50%	\$2,000.00 child only (per child lifetime max)
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*The \$3,000 maximum applies to the combined eligible expenses incurred in a benefit year under parts (i), (ii), (iii) and (iv) for the member and for each dependant.

- (v) Short Term Disability for sickness and accident of not less than the percentage of wage rate used by the Workers' Compensation Board or 66.67% of the employee's current wage rate, whichever is the greater. The employees shall receive current indemnity calculated for not less than twenty-six weeks. Benefits payable commencing on the fourth day of illness and from the first day of accident will be paid to the employee by the carrier. If an employee, through no fault of his/her own, is experiencing a delay of more than one complete pay period in obtaining payment, the Company will make a payroll advance provided acceptable arrangements for reimbursement have been made.
 - (vi) Long Term Disability. Should the disability continue beyond the twenty-six weeks covered by Short Term Disability, the Long-Term Disability Plan will commence on the twenty-seventh week and will continue until recovery or regular retirement whichever comes first. The Long-Term Disability Plan will provide the payment of 66-2/3% of wages (wage rate at the end of Short-Term Disability times forty hours), and include a standard offset clause integrating payments such as Canada Pension Plan and Workers Compensation benefits.
 - (vii) Eyeglasses (Employees and dependants - immediate family). Expenses incurred relative to the purchase of prescribed lenses and frames or contact lenses may be claimed upon presentation of a receipted bill up to a maximum of \$350.00 every twenty-four months. The employee shall have the option of applying this benefit towards the cost of laser surgery should the employee so wish providing proof of surgery is given to the Company.
 - (viii) Hearing Aids. Expenses incurred relative to the purchase of hearing aids for employees and dependants (immediate family) up to the age of sixty-five, when prescribed, to a maximum of up to \$500.00 per person per four-year period, with the ability to submit receipts in instalments. Coverage not to include repairs or maintenance.
- 11.02** The cost of this Plan shall be on a non-contributory basis with the Company contributing not less than 100%.
- 11.03** Benefit coverage shall not continue when an employee is not actively employed, except:
- i. Benefits to continue in full force and effect for the first ninety days of layoff.

ii. Employees who are on WCB, Short Term Disability or long-term disability shall have their benefits reduced after thirty months of disability to:

(iii) Life insurance and A.D.&D. shall continue at the levels in effect at the date the disability commenced.

(iv) (d)Basic medical coverage (MSP).

Dental coverage reduced to Plan A with annual maximum of \$1,000.00.

ARTICLE 12

PENSION PLAN AND POST RETIREMENT HEALTH CARE SPENDING ACCOUNT

12.01 Defined Contribution Plan

- (a) Employees of Andres Wines Ltd. who transferred to Canrim from Port Moody on or about January 1, 2006 shall continue to be eligible for and covered by the Andres Wines Ltd. defined contribution pension plan or such comparable plan as may be agreed to by the Union.
- (b) All new employees hired at Canrim after December 29, 2005 and those identified in the Consent Order of the Labour Relations Board shall be covered by the Andres Wines Ltd. defined contribution plan or such comparable plan as may be agreed to by the Union, upon becoming eligible for admission to the plan.
- (c) Complete details of the defined contribution plan shall be provided to the Union and become part of this Agreement.
- (d) Contributions to the Plan shall be based upon the employee's annual gross pay (straight-time wages and overtime wages). Contributions shall be as follows:

	OPTION A		OPTION B	
	Employee	Employer	Employee	Employer
Employees hired on or before May 31, 2013 with less than 10 years' service	1 percent	5 percent	6 percent or more	6 percent
Employee hired on or before May 31, 2013 with more than 10 years' service	2 percent	6 percent	4 percent or more	8 percent
Employee hired on or after June 1, 2013	0-6 percent or more	Match employee contribution to a maximum of 6 percent		

(e) The Plan is voluntary upon employees as to participation.

(f) Each participating employee shall have full vesting rights after two years employment and participation re the Company's contributions made on his behalf.

12.02 Defined Benefit Plan

(a) Employees of Canrim Packaging Ltd. as at and prior to December 29, 2005 (as more specifically identified in the Consent Order of the Labour Relations Board) shall continue to be eligible for and covered by the existing defined benefit plan known as the Calona Wines Limited Trusteed Retirement Plan as amended and restated effective June 1, 1982 including amendments up to December 29, 2005, and the Company shall continue to fund this Plan for those eligible employees.

(b) Each employee covered by this Plan shall be provided with a description of the Plan in a separate booklet.

(c) The Company agrees to supply the Union with a copy of the Pension Plan information that is submitted to Canada Revenue Agency as required.

(d) The Company will make every effort to provide pension statements by the end of the first quarter following the close of the Plan year.

(e) The parties to strike a pension review committee comprised of two representatives from the Union and two representatives from management, which will meet quarterly to review the pension document and the pension fund. The pension actuary shall attend as required.

(f) The Company shall provide the Union with a letter stating that the Company will not remove any cash from the fund resulting from any actuarial surplus and in the event of Plan wind-up, said surplus would be divided between the active and retired members in relation to their years of credited service. The foregoing shall in no way prevent the Company from taking "contribution holidays" either required or permitted under the relevant pension legislation.

12.03 The Company shall contribute \$150.00 semi-annually towards the cost of basic medical coverage for employees retiring between the age of 60 and 65 with twenty or more years service. Such contributions shall cease at age 65.

12.04 Post Retirement Health Care Spending Account

(a) Upon retirement all eligible employees will be registered in a health care spending account (HCSA). The amount available in the account will be up to \$750.00 for couples or \$375.00 for single employees per calendar year.

(b) To be eligible to be registered in a HCSA, the employee must have a seniority date before May 31, 2008, must have a minimum of 10 years' service at the time of retirement and must have retired from active employment or while on worker's compensation benefits.

(c) The HCSA will be implemented as of the eligible employee's retirement date. The amount of the HCSA will be prorated for the balance of the calendar year in which the retirement took place.

(d) Contributions to the HCSA will cease on January 1 of the calendar year after the employee turns 75 years of age. For example, if an eligible retired employee were to turn 75 on September 9, 2025, the HCSA will close effective January 1, 2026.

12.05 Retirement Notice Incentive

(a) Employees who are eligible for the payment below must give a minimum of 6 months written notice to the Company before the effective date of their retirement to receive the payment.

(b) Employees retiring from Canrim Packaging Ltd. will be paid a one-time lump sum of \$7,500 less statutory deductions, if they are retiring from active employment.

**ARTICLE 13
DURATION OF THE AGREEMENT**

13.01 This agreement shall be in full force and effect from June 1, 2019, until and including May 31, 2023 and thereafter from year to year unless either party serves notice of termination, or that changes are desired therein, on the other Party hereto within four months prior to the close of the 31st day of May 2023 or if such notice has not been served, then within four months prior to the 31st day of May in any year subsequent thereto.

The parties agree to exclude s.50(2) of the Labour Relations Code.

13.02 During any period when collective bargaining negotiations are being conducted between the parties to amend this agreement, the present agreement shall continue in full force and effect until:

- (a) The Union commences a lawful strike; or
- (b) The Company commences a lawful lockout; or
- (c) The parties enter into a new or amended agreement.

Effective the 1st day of June 2019

FOR THE COMPANY

FOR THE UNION

Doug Gallagher

Brad Dahl

Gord Jack

Steve Farthing

Rob Pringle

Kevin Reese

Lucy Bleviss

Rick Paulger

Garnett Zimmerman

LETTER OF UNDERSTANDING #1
between
CANRIM PACKAGING LTD.
and
BREWERY, WINERY AND DISTILLERY WORKERS,
LOCAL 300

Alternate Shift Schedules

Notwithstanding the provisions of Article 4, the Company may implement the following weekly schedules as an alternative to the regular work week outlined in the Collective Agreement under the following conditions:

1. Packaging Department

- (a) The Company may implement a four-day workweek based on ten-hour shifts on either the day shift, afternoon shift or both. The shifts worked would be consecutive and the department would be scheduled as Monday to Thursday. Employees would be notified of the implementation of the four-day workweek when the schedule is posted on the preceding Monday. When the four-day workweek is not scheduled, the usual shift schedule will resume.

The four-day workweek scheduling would be limited to the packaging department and related support positions, including cellars, or as identified and agreed upon between the parties. With respect to breaks, there will be a 10-minute relaxed rest break; a half-hour off for the meal break; and a 25-minute relaxed rest break on the 10-hour shift to compensate for the extended workday. Normal start times may be backed up by two hours by agreement between the parties without incurring the night shift premium contained in Article 5 of the Collective Agreement.

- (b) Non-production shifts shall continue to be scheduled on the 5 x 8 hour, Monday to Friday basis as per article 4.01. It is understood that the afternoon shift shall commence when day shift ends.

2. Maintenance Department

In addition to the regular workweek contained in Article 4 of the Agreement, the Company may institute a weekend work force, Friday to Sunday or Saturday to Monday with four consecutive days off, for special projects and or capital expenditures or to augment the normal weekly maintenance duties.

Such shifts would be limited to day shift and would consist of either:

- (a) 3 x 12 hours with one additional paid lunch break or
- (b) 3 x 11 hours with one additional rest period.

Selection of either (a) or (b) shall be by mutual agreement between the Company and the maintenance employees. Compensation for either option to be forty hours per week.

- (c) Paid leave provisions contained in the Collective Agreement would be applied on the principle of “a day is a day and a week is a week” except that sick leave shall be converted to hours and drawn down accordingly. Stats shall be observed in accordance with Article 6.
- (d) It is clearly understood that the implementation of this provision shall not result in:
 - (i) any employee being required to work more than two consecutive weekends at any one time, or;
 - (ii) any employee being required to work more than thirteen weekends in any calendar year, or;
 - (iii) any employee being required to work a long weekend.

LETTER OF UNDERSTANDING #2
between
CANRIM PACKAGING LTD.
and
BREWERY, WINERY AND DISTILLERY WORKERS,
LOCAL 300

Designation of New Employees

1. At the end of the assignment for which they were hired, the Company shall have the right to designate employees hired under this Letter as general labour without regards to Articles 3.01, 3.02, and 3.06. Such new employees shall be designated in the order they appear on the Company seniority list in the year in which they are designated. Once designated all of the provisions of the collective agreement shall apply to these employees and the terms of this Letter no longer apply to them.
2. Those not designated shall be deemed permanently laid off and shall lose all seniority and all rights under the collective agreement.
3. The Company may, in the subsequent year, re-hire individuals who worked as a new employee under this Letter in the previous year. In such cases, the individuals will not be required to serve the 45-day probation period. In addition, such new employees shall immediately be entitled to the “mini benefits” package referred to in Article 3.05(b). However, if the new employee has accumulated 132 days within the preceding 12 months he/she shall be entitled to the following additional provisions:
 - (a) Benefits specified in Article 11.01.
 - (b) The pension plan provided they qualify under Article 12 and the applicable pension legislation.
4. An individual cannot be hired under the terms of this Letter more than two times. This letter has retroactive effect for the employees who were not designated at the time of ratification of the collective agreement. Those employees shall be deemed to have been hired under the terms of this letter in previous years.
5. New employees on the seniority list shall keep the Company advised of their availability to work in the new year. When the Company requires new employees, they shall be hired in the order they appear on the Company seniority list (as specified above). A new employee’s seniority order shall be maintained provided he/she reports to work within 5 working days of the day he/she is called.
6. In the event that an employee hired under this Letter obtains one year of seniority, he/she shall be deemed to have been designated as general labour, and all of the provisions of the collective agreement shall apply to him/her and the terms of this Letter shall no longer apply to him/her.
7. This Letter of Understanding does not apply to employees hired as trades or quality control.

8. In the event an individual is hired under this Letter within 6 weeks of the end of his last assignment under this Letter, he or she shall be deemed to have been designated as general labour, and all of the provisions of the collective agreement shall apply to him/her and the terms of this Letter shall no longer apply to him/her.
9. All employees hired under this letter will have 4% of gross earnings held in a vacation pay bank, which will be paid out as a lump sum at the end of the assignment upon layoff, unless the employee is designated, at which point, the vacation pay will be applied to his or her vacation pay entitlement as a regular full time employee.

LETTER OF UNDERSTANDING #3
between
CANRIM PACKAGING LTD.
and
BREWERY, WINERY AND DISTILLERY WORKERS,
LOCAL 300

Plant Hiring Procedures

1. Prior to hiring new employees, the Company shall notify the Union to provide the names of union members available for hire. The Company will assess the suitability of those members available for hire according to the following criteria:
 - (a) Education / Qualifications. Should have Grade 12 or equivalent education (i.e. GED, post secondary courses, etc.). Candidates being considered for specific position (i.e. Trades) must possess the minimum qualifications as outlined in the job descriptions.
 - (b) Must pass a physical fitness assessment arranged and paid for by the Company.
 - (c) Must pass a mechanical aptitude / dexterity test and psychological profile test arranged and paid for by the Company.
 - (d) Previous employment history and reference checks must demonstrate that the candidate is suitable for employment by the Company. The Company may, at its discretion, waive any or all of the above criteria, and the Union acknowledges that it is the exclusive right of the Company to determine the suitability of candidates for employment.

If a member fails to pass the above criteria, the Company will provide the Union with the reason(s) in writing.
2. Should the Union, at any time, be unable to furnish suitable union help when requested by the Company, the Company shall be permitted to hire other persons. Those other persons will be hired under the following procedure:
 - (a) A list of potentially suitable candidates will be provided to the Union by the Company. This list will be composed from applications for employment previously received by the Company and the Union. This list will be the "Call In" list.
 - (b) The Company will recruit exclusively from this list for a period of fifteen days. Any suitable union members becoming available for hire during this fifteen-day period will not be considered for employment until the fifteen days has expired. They will be added to the top of the new revised call-in list on day sixteen, at which point a new fifteen-day period shall commence. Any exception to the above must be mutually agreed to by the Company and the Union.

LETTER OF UNDERSTANDING #4
between
CANRIM PACKAGING LTD.
and
BREWERY, WINERY AND DISTILLERY WORKERS,
LOCAL 300

Trades Rates

1. The following interprovincial trades tickets are specified for the purposes of ticket premiums:

Steam Engineer 4th to 1st class

Millwright

Industrial Line Mechanic

Machinist

Stainless Steel Welding/Pipefitting

Electrician and/or Electrical Instrumentation

LETTER OF UNDERSTANDING #5
between
CANRIM PACKAGING LTD.
and
BREWERY, WINERY AND DISTILLERY WORKERS,
LOCAL 300

Postings

1. An employee can only hold one full-time posting. General employees may hold only one spare posting.
2. Spare postings will indicate what department supervisor the general employee will report to.
3. The Company will make reasonable efforts for training for spare positions to be supernumerary and consecutive. In the event that supernumerary training does not happen, and the spare position trainee works in a scheduled position, he or she will receive the regular rate for the position.
4. It is understood that whenever a job vacancy for a full time posting becomes available, it will be offered in seniority order, to those employees who currently hold the spare posting for that job classification. If no one accepts the bid, it shall be filled in accordance with Article 3.08 (a).
5. The spare posting vacancy shall be filled in accordance with Article 3.08.

LETTER OF UNDERSTANDING #6
between
CANRIM PACKAGING LTD. -and- BREWERY, WINERY AND
DISTILLERY WORKERS, LOCAL 300

Day Shift for Plant Committee

It is hereby agreed that the Company will assign the Plant Chairman and up to 2 plant committee members to day shift work subject to the following:

1. Provided it is practicable and can be accommodated at no extra operational cost to the department concerned, and:
2. Such requests do not result in counterproductive effects of complaints and grievances from employees who may be required to increase their shift work as a result.

Notwithstanding the foregoing, the provisions within this letter may be cancelled by either party upon sixty (60) days written notice.

LETTER OF UNDERSTANDING #7
Between
CANRIM PACKAGING LTD.
And
BREWERY, WINERY AND DISTILLERY WORKERS
LOCAL 300

Electrical Field Safety Representative (EFSR)

So long as Clayton Benko is willing and qualified to perform the functions of EFSR, he shall be paid one dollar (\$1.00) per hour premium for all hours worked.

LETTER OF UNDERSTANDING #8
Between
CANRIM PACKAGING LTD.
And
BREWERY, WINERY AND DISTILLERY WORKERS
LOCAL 300

Retirement Benefits

Every Canrim Packaging Limited employee who retires from the Company with a minimum age of 55 years or more, shall be eligible to apply for and receive, at their choice one of the three (3) retirement plans offered through the ascension group and “We Consults Benefits” without being subject to pre-existing conditions or a medical test. Employees must register within sixty (60) days of retirement. The premiums will be the employee’s responsibility.

LETTER OF UNDERSTAND #9

Between

CANRIM PACKAING LTD.

And

BREWERY, WINERY AND DISTRILLERY WORKERS

Local 300

One Time Early Retirement Incentive

(a) Active employees wishing to retire from Canrim Packaging Limited who have a minimum of fifteen (15) years or more of service will be eligible for the one-time early retirement incentive.

(b) Each employee shall receive a one-time retirement incentive of one hundred thousand dollars (\$100,000.00).

(c) The program is only being offered to a maximum of ten (10) employees with the following criteria based upon operational requirements:

Cellar Workers maximum of four (4)

Packaging Machine Operations maximum of four (4)

Forklift Operators maximum of two (2)

Quality Control maximum of one (1)

Trades maximum of three (3)

(d) The Early Retirement Incentive Program will be available based on seniority and maximums allowed to those employees who apply on or before July 31, 2019. To manage the operational requirements regarding training of replacement employees, the successful applicants will work with management to arrange their retirement date, which must be on or before May 31, 2020.

(e) If there is not ten (10) applicants by July 31, 2019, the Employer will accept further applications for an additional three (3) months on a first come first served basis. To manage the operational requirements regarding training of replacement employees, the successful applicants will work with management to arrange their retirement date which must be on or before May 31, 2020.

Any employee exercising this LOU is not eligible for Article 12.05 (a) and (b).