

**Collective Agreement  
Between  
MUSKOKA BAY BEER COMPANYY  
And  
BREWERY WORKERS UNION, Local 100**

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Union Recognition and Security

- 1.01 The Company recognizes the Union as the bargaining agent for all employees of the Company in Gravenhurst, Ontario, save and except office, clerical, and sales employees, Managers, and persons above the rank of Manager.
- 1.02 The Company agrees to deduct monthly dues as assessed by the Union from the salaries of all members of the bargaining unit on a continuing basis. Such dues shall be forwarded by the Company to the Union on a monthly basis.

Management Rights

- 2.01 The parties agree that it is the right of the Company to manage the business subject only to applicable law and the terms of this collective agreement.

Hours of Work and Overtime

- 3.01 The normal hours of work shall be Monday through Friday, 8 a.m. to 4 p.m., except in regards to Cleaners, whose normal hours of work shall be 4 p.m. to midnight, Monday to Friday. The Company may change these hours, provided it gives the Union at least one week's notice of the change.
- 3.02 The Company shall pay an employee overtime pay, at a rate of 1.5 times the employee's regular wage rate for all hours worked by the employee over 40 hours in a work week. The selection of workers for overtime will be at the sole discretion of the Company.

Seniority, Vacancies, Layoffs, Contracting Out

- 4.01 In the event that the Company decides that temporary lay-offs are necessary, the Company shall provide the Union with as much notice as possible of the date of the anticipated start of the lay-off.
- 4.02 In determining the order of lay-offs and recall from a layoff, the employer shall consider the seniority of the employees. Seniority is calculated from the date of hire with the employer.
- 4.03 In the event that a lay-off is permanent, the Company shall comply with the notice of termination provisions and, if applicable, severance pay provisions of the Ontario *Employment Standards Act*.
- 4.04 In the event of a job vacancy within the bargaining unit, the job will be posted on the bulletin board. Any employee that wishes to apply for the job may submit an application form to the Company within the time stated on the posting. The decision as to the

awarding of the job shall be at the sole discretion of the Company, however in making the decision, the Company shall consider the seniority of the competing applicants.

- 4.05 Vacancies within the bargaining unit shall be filled by bargaining unit employees, unless no bargaining unit employees applies for the job or there are no qualified bargaining unit employees. It is within the sole discretion of the Company to decide if an employee is qualified for a job vacancy.
- 4.06 The Company shall not contract out work performed by bargaining unit employees if this will cause a layoff of any bargaining unit employee.

#### Discipline and Discharge

- 5.01 The Company shall not discipline or discharge an employee without just cause.

#### Grievance Procedure

- 6.01 If either party believes that the other party has violated this agreement, it may file a grievance in writing with the other party. The receiving party shall respond to the grievance in writing within 2 business days.
- 6.02 Within one week of the filing of a grievance, the Plant Manager or his/her designate shall meet with the grievor and a Shop Steward to discuss possible resolution of the grievance.
- 6.03 Failing resolution of the grievance under 6.02, the grievance will be considered at a meeting of the Human Resource Manager and a Union official of the union's choice. The grievor may attend this meeting. The meeting must be held within 10 business days of the meeting referred to in 6.02.
- 6.04 Failing resolution of the grievance under 6.03, either party may, within 20 days of the 6.03 meeting, refer the grievance to a sole arbitrator, chosen on agreement of the parties. The cost of the arbitrator and the hearing room will be shared equally by the parties.

#### Bereavement Leave

- 7.01 Employees shall be entitled to up to 2 days paid leave in the event of the death of a spouse, child, sibling, or parent.

#### Vacation

- 8.01 Employees are entitled to two week's paid vacation per 12 month period.

#### Sick Pay

- 9.01 In cases where employees in the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary and all other benefits for a period of one hundred and eighty (180) calendar days. The employer shall be entitled to request a medical certificate indicating that the employee is unable to fulfil his/her duties, in all cases of absence in excess of five (5) working days.

Strikes and Lock-outs

10.01 There shall be no strikes or lock-outs (as defined in the Ontario Labour Relations Act) as long as this Collective Agreement continues to operate.

Holidays

11.01 Employees shall be entitled to the following statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (August), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day.

Health and Benefit Coverage

12.01 The premium costs of the following Health and Benefit Plans shall be covered by the employees and the Company as indicated:

- (a) The cost of premiums for the Group Life Insurance Plan shall be borne wholly by the employees.
- (b) The cost of the premium for the Group Health Plan shall be borne wholly by the Company.
- (c) The cost of the premium for the Basic Dental Plan shall borne 50 percent by the Company and 50 percent by employees.

12.02 The amount of the contributions to the premiums by the employees indicated in 12.01 shall be deducted from the employees' paychecks and then remitted to the insurer by the Company.

Pensions

13.01 The Company shall continue the Bargaining Unit Pension Plan for the duration of the Collective Agreement and continue to make contributions to that Plan.

Wages

14.01 The Company shall pay hourly wages to the employees as follows for the term of this Agreement:

Beermakers	\$ 25.00
Bottle Sorters	\$ 16.00
Shipping & Receiving	\$ 17.00
Cleaner	\$ 17.00 (plus \$1.00 per hour Shift Premium)

Duration

15.01 This Agreement shall commence May 31, 2009 and expire on June 1, 2011

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For the Company

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For the Union