

May 3, 2021
COLLECTIVE BARGAINING
THE BLACK VELVET DISTILLING COMPANY
& U.F.C.W. LOCAL 401

**BLACK
VELVET®**



COMPANY PROPOSALS

**PLEASE NOTE: We reserve the right to add, withdraw,
or amend proposals at any time during bargaining.**

CP1 - Update Quality Policy

[Insert Updated Policy provided to the Union March 4, 2021]

CP2 - Update Environmental Policy

[Insert Updated Policy provided to the Union March 4, 2021]

CP3 - Update Health & Safety Policy

[Insert Updated Policy provided to the Union March 4, 2021]

CP4 - ARTICLE 1.02 – Remove reference to ISO 9001 and ISO 14001

1.02 The Company's Compliance Programs, ~~I.S.O. 9001~~ Quality Program, ~~ISO 14001~~ Environmental, and Health & Safety Program requires a high level of participation, cooperation, and ongoing training for all employees.

All employees have been made aware of this initiative and will supply full support to these programs.

CP5 – ARTICLE 1.04 **NEW – Definition of Departments (4.05, 11.05, 18.03 and any other Articles that may apply)

The Department's mentioned throughout this agreement are understood to be:

Distillery

Maintenance

Blending/Maturing

Bottling/Shipping

CP6 – ARTICLE 4.06 – Add “Upon Request”

4.06 When an employee is being formally interviewed where a discipline memorandum will be placed in their file, they will be granted five (5) minutes ***upon their request*** prior to the interview to discuss the matter with a representative of the Union. This will not apply to annual reviews and/or ongoing coaching / counseling with the employee.

CP7 – ARTICLE 7.01 – Increase Probationary Period

7.01 New employees (this does not include Supplementary or Students) shall be on probation until they have been employed for ~~forty-five (45)~~ ***one hundred eighty (180)*** accumulative working days during a three ~~(3)~~ ***(9)*** month period. During such probationary period, they shall not be entitled to seniority. At the end of the

probationary period, an employee shall be entered on the seniority lists for regular employees, and their seniority shall be effective from their date of hire.

At any time during the probationary period, a probationary employee may be terminated and such termination shall not be subject in any manner to the grievance or arbitration procedure unless termination is for cause.

CP8 – ARTICLE 8.07 (d) 3. – Correct the reference to the proper Article (was last correct in 1993-96 CA)

8.07 Notwithstanding the above, the Company may employ supplementary employees under the following conditions:

(d) A supplementary employee shall not:

3. be guaranteed a minimum number of hours of work except as provided in Article ~~11.16~~ **11.14** of the Collective Agreement;

CP9 – ARTICLE 8.07(i)(i) – Remove language regarding Students (Article 7.01, 18.09, Appendix A and any other Articles that may apply)

8.07 Notwithstanding the above, the Company may employ supplementary employees under the following conditions:

(i) Supplementary employees who work one thousand two hundred (1,200) hours in two (2) calendar years will be given supplementary seniority rights; and

- (i) They will be called in on the basis of their seniority within the supplementary group ~~excluding the period from May 1 to August 31 during which time students will be given preference for work available.~~

CP10 – ARTICLE 9.01 – Remove reference to Master Blender (Appendix A, 1. Basic Starting Rate, 8.07(i)(ii) and any other Articles that may apply)

9.01 It is understood that, in the event of changing conditions or the curtailment of business predicated the necessity of a layoff, probationary employees shall be laid off prior to the layoff of regular employees, except where a probationary employee, employed in the following classifications: Process Operators Power Engineer; Process Operator Programmers Relief Power Engineer; Journeyman Mechanics; Packaging Maintenance Mechanic (Millwright); Project Mechanic (Millwright); ~~and Instrument Technician and Master Blender~~ as listed under the Classification and Wage Schedule to this Agreement, cannot be replaced by a regular employee who is qualified and willing to carry out the duties required of that "classification". However, prior to any layoff of regular employees, the Company will discuss the

problem with the Union in order that the most equitable method of handling the problem may be determined.

CP11 – ARTICLE 10.09 – Remove

~~10.09 *It is mutually agreed between the Company and the Union that experience gained by employees who have been awarded a relief or temporary position will not be a determining factor when awarding the position on a permanent basis.*~~

CP12 – ARTICLE 11.01 – Add a 10-hour shift (11.11, 11.14, 14.01, 14.07, 15.01(e), 16.01 and any other Articles that may apply)

11.01 The regular work week for day workers shall consist of eight (8) hours per day, five (5) days per week, **or ten (10) hours per day, four (4) days per week**, Monday to Friday inclusive. For payroll purposes, the pay week will be between midnight Saturday and midnight the succeeding Saturday.

CP13 – ARTICLE 11.05 – Clarify OT for differing shifts and when someone is on vacation

11.05 Overtime work shall be allocated to the most senior full-time employees **on the identical shift**, trained, capable, and willing to do the work required firstly on a departmental basis and then plant wide. Overtime work shall not be compulsory, provided that any employee not desiring overtime work can be replaced with another employee who is capable of doing the job. **If at the time the overtime is being worked or being scheduled to be worked, an employee that would have been entitled to the overtime is on vacation or off for a Stat Holiday, that employee will not be called or scheduled for the overtime.**

CP14 – ARTICLE 18.06 – Correct reference noted to Article 8.07 (i)

18.06 The Company will provide protective clothing where required, (including fire-retardant clothing where legislated and/or determined by Management), and uniforms to all regular employees, and those on the Supplementary List as per Article 8.07 ~~(i)~~ **(h)** while carrying out their duties at work. The foregoing shall be provided at the beginning of each contract year. The Company agrees that it will act reasonably when providing the foregoing.

CP15 – Appendix A

Remove the language referencing a \$0.10 Premium for a Second-Class Power Engineers Ticket at the top of Appendix A and insert language and classifications regarding the IBD Diploma in Distilling course. Also remove Master Blender and Student if it is agreed to delete those classifications as per CP9 and CP10.

Appendix "A"
CLASSIFICATION SCHEDULE

A premium of \$0.10 per hour will be paid to Process Operators with a valid Alberta Second Class Power Engineers Ticket.

	CLASSIFICATION TABLE	Current	Year 1	Year 2	Year 3	Year 4
	DESCRIPTION					
1	Journeyman Electrician/ Instrumentation Technician Programmer (Dual Ticket) Journeyman Electrician/ Instrumentation Technician (Dual Ticket)	\$48.85				
2	Relief Power Engineer	\$43.09				
3	Process Operator	\$42.08				
	(a) Process Operator Level 1					
	(b) Process Operator Level 2					
	(c) Process Operator Level 3					
4	Journeyman Millwright, Journeyman Electrician, Project Mechanic (Millwright)	\$42.08				
5	Master Blender	\$38.69				
6	Blender, Plant Relief	\$37.56				
7	Distribution Coordinator, Distillery Receiver & Distribution Coordinator	\$36.61				
8	Automatic Dumping & Filling Operator	\$35.73				
9	Materials Handling Operator, Bottling Equipment Operator	\$34.84				
10	Bottling Services/Quality Assurance	\$33.91				
11	Plant Janitor	\$25.73				
12	Supplementary	\$24.55				
13	Student	\$23.01				

1. Basic Starting Rate

Any person hired following January 26, 2017 into Classifications 3, 6, 7, 8, 9, and 10 will be paid seven (\$7.00) dollars per hour less than the Contract rate and will receive fifty (\$0.50) cents per hour pay adjustment each six (6) months until the rate of the classification is reached. For clarity, the above only applies to new employees hired by the Company following ratification, not to existing employees who bid or transfer into a new position.

Effective June 10, 2021 or the date of ratification, whichever is the latter, the Process Operator Classification will add a Level 1, 2, or 3. Each of these levels refer to the successful completion with a passing grade for each individual Module of the Institute of Brewing & Distilling “Diploma in Distilling” course.

To qualify for the above, an employee currently working in the classification of “Process Operator” can apply to the Vice President & General Manager to enroll in the course. The selection and number of employees granted this opportunity will be at the sole discretion of the Company. Once the employee has been approved to enroll, the employee shall do so and provide a receipt for their course fees. It is understood that this course will be taken on an employee’s own time and the Company will reimburse the employee only for their Module Fees, IBD Membership Fees, and Exam Fees. Once the official transcript showing a passing grade has been provided to Management, the employee will advance to the appropriate classification.

In addition, an employee hired into Classification 3, following the guidelines regarding eligibility for the Diploma in Distilling, will have their wage progression expedited as follows:

- i. Upon successful completion of Module 1, they will advance 2 full years in the wage progression and will move to Classification 3a at the reduced rate***
- ii. Upon successful completion of Module 2, they will advance 2 full years in the wage progression and will move to Classification 3b at the reduced rate***
- iii. Upon successful completion of Module 3, they will move to the full rate of Classification 3c***

CP16 - #2 – Allow for Management to maintain Chief Power Engineer status at all times

2. Temporary Chief Power Engineer Coverage

In the absence of the Chief Power Engineer for a period for longer than ninety-six (96) hours, ***and a qualified Management employee is not available***, a qualified Power Engineer may be offered the position as per the following:

- (a) The first preference of coverage will be by an employee on Day shift with a minimum ***2nd 4th Class*** ticket.

- (b) The second preference of coverage will be by ***an employee on Day shift with a minimum 3rd Class ticket. ~~an approved minimum 5th Class Power Engineer with a temporary 4th Class certification in the event a minimum 4th Class Power Engineer is unavailable on day shift.~~***
- (c) Seniority will apply for coverage when two (2) Power Engineers on Day shift have the same level of certification.
- (d) Coverage for Chief Power Engineer will be during normal working days, i.e. Monday to Friday, as per the ABSA Power Engineers Regulation.
- (e) Qualified employees will be compensated at a rate of one hundred (\$100.00) dollars per day while covering the Chief Power Engineer position.

CP17 – #4 – Addition of Guard Service

4. Security Premium

When a Security Guard Service is not being utilized, a night shift security premium will be paid to Power Engineers after normal working hours for manning the security system and responding to outside calls in a courteous and professional manner. It is understood that this night shift security premium encompasses and compensates those hours on day shift such as weekends and holidays where the operators are solely manning the security system. In the event a night shift is not scheduled for the Power Engineers, this security premium will not apply.

As of June 10, 2015

Qualifying Hours \$1.20

CP18 - #7

7. Dual Ticket Electrician/Instrumentation Technician

~~This position will be listed in the Wage Classification Table under Description 1.~~

In the event the Dual Ticket Electrician/Instrumentation Technician position is not continued; the PLC Programming Premium will be reinstated under the same terms as existed prior to its elimination.

~~In the event the Company wishes to hire a Journeyman Electrician who is willing to apprentice for the Journeyman Instrumentation Technician Certificate/License, that individual's starting hourly wage rate shall be four (\$4.00) dollars less per hour than the stipulated rate for the Dual Ticket Electrician/Instrumentation Technician. Upon successful completion of each stage of the Journeyman Instrumentation Technician Certificate/License program (the "program"), the wage variance will reduce by one (\$1.00) dollar per hour until the stipulated rate for the Dual Ticket Electrician/Instrumentation Technician is achieved. If at any time during the program, the individual does not fulfill or meet the conditions to remain in the program, the individual will be removed from the Dual Ticket Electrician/Instrumentation Technician position and will be subject to layoff or may~~

~~exercise seniority rights if applicable. Upon successful completion, the Company will pay only for the following components of the Journeyman Instrumentation Technician Certificate/License apprenticeship: Course tuition and books.~~