

Collective Agreement

Between:

**LABATT BREWERIES CANADA
(Mississauga Distribution Facility)**

AND

**BREWERY, GENERAL and PROFESSIONAL WORKERS UNION SEIU,
LOCAL 2**

Effective: December 14, 2016

Expiry: December 31, 2021

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PURPOSE OF AGREEMENT

Article 1 –

- 1.01 It is mutually agreed that the purpose and intent of this Agreement is to promote cooperation and harmony between the Company, the Employees, and the Union, and to secure for the parties the benefits of orderly collective bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all grievances, to promote efficiency in the business, and set forth the conditions of employment to be observed by the Employees, the Union and the Company.
- 1.02 In this Agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural, singular where the text so indicates.

RECOGNITION AND SCOPE

Article 2 –

- 2.01 The Union is recognized as the sole and exclusive bargaining agent for all hourly-paid employees of the company in the bargaining unit at the Company's warehouse at 445 Export Blvd., Mississauga, Ontario, save and except supervisors, persons above the rank of supervisor, office, clerical and technical staff.
- 2.02 Employees who are not members of the bargaining unit shall not perform work normally performed by members of the bargaining unit if the result of such activities would cause the layoff of a bargaining unit member. It is not the intention of the parties to have excluded employees perform bargaining unit work on a regular or extended basis or to replace bargaining unit employees.

NO DISCRIMINATION

Article 3 –

- 3.01 The Company and the Union agree that there will be no discrimination against any employee because of his membership in the Union or due to his participation in union activity.

UNION SECURITY

Article 4 –

4.01 All Seniority employees covered by this Agreement will, as a condition of employment, become and remain members in good standing of the Union.

All other employees may voluntarily become members of the Union after they have completed sixty (60) days worked.

4.02 As a condition of employment, the Company agrees to deduct from the pay of all employees, the amounts authorized by the Bylaws of the Union in payment of monthly union dues, and membership fees and to remit such money to the Union, on or before the fifteenth day of each month, together with a list in duplicate of the names and amounts collected, together with the time period for which the collection has been made.

4.03 The Union must advise the Company by letter forty-five (45) days in advance of the amounts which have to be deducted.

MANAGEMENT RIGHTS

Article 5 –

5.01 Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. There shall be no attempt by either party or an Arbitrator to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Company's exclusive rights, power and authority shall include but shall not be confined to:

- (a) the right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue jobs or departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the Collective Bargaining Agreement;
- (b) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, layoff, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has achieved seniority that he has been discharged or disciplined without

just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) the right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces including the assignment of employees to particular jobs or duties; the services to be provided; the description of jobs; the subcontracting of work; the schedule of hours of work; the number of shifts; to require medical examinations at the Company's expense by a physician or paramedical designated or approved by it; to require satisfactory evidence of the reasons for absence at any time; the maintenance of a workforce which is physically able to perform the work of the business; the qualification of employees; the use of improved methods and the standards of performance; whether there shall be overtime and who shall perform such work; the number of employees needed by the Company at any time and how many shall work on any job; the number of hours to be worked; starting and quitting time periods and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company, subject to the express terms of the Collective Bargaining Agreement.

- 5.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 5.03 The Company may contract out all or part of the operations covered by this Agreement to any third party provider including The Beer Store and the Union's bargaining rights shall not be conferred on such third party or its employees as a result of such action by the Company.
- 5.04 This Agreement represents the entire agreement between the parties and there are no enforceable oral or other agreements or practices which are not contained herein.

REPRESENTATIVES OF THE UNION

Article 6 –

- 6.01 The grievance meetings held under Article 7 will be held during normal working hours and those employees involved will not suffer any loss of pay.
- 6.02 The Union will submit a list to management designating the names of the Executive and Union Stewards, and will notify them of any subsequent changes.

- 6.03 The Officers and Stewards of the Union may take time off the job to perform their duties and responsibilities provided that they receive their supervisors' permission in advance, it being understood that such permission will not be unreasonably (having regard to the requirements of the business) refused. When they return to their jobs, they will report to their supervisor. No Union representative will suffer loss of pay during normal working hours for time spent in the warehouse in discharging their Union responsibilities under this Agreement.
- 6.04 The Union shall appoint or select one (1) Steward for every full twenty-five (25) Seniority employees employed. There will be a minimum of (2) Stewards recognized, if appointed.
- 6.05 The Company recognizes a Union negotiation committee of three (3) members.

GRIEVANCES AND ARBITRATION

Article 7 –

- 7.01 The word "Grievance" shall mean any complaint concerning any matter related to discipline or questions of interpretation, or application, or compliance with any provision of this Agreement unless otherwise specified herein. No party shall omit any step of the grievance procedure outlined below.
- 7.02 No grievance will be deemed to exist if the circumstances giving rise to the complaint occurred and/or ought to have been apparent more than five (5) working days prior to the presentation of a written grievance to the employee's supervisor at Step No. 1.
- 7.03 The parties agree that it is mutually beneficial and desirable that any complaint be settled as promptly as possible between the employee and his supervisor. Once this discussion has taken place and failing settlement, the following steps may be taken:

Step No. 1

Where the Union Steward considers that there may be a reasonable basis for a grievance, he will present a written grievance to the employee's supervisor.

The steward and the employee will meet with the supervisor and the Warehouse Manager in an effort to resolve the grievance within **ten (10)** working days of its presentation and the Manager shall reply in writing within three (3) working days following the meeting.

Step No. 2

Failing settlement at Step No. 1, the grievance may be submitted within three (3) working days to the **Regional Logistics Director** or his designate. The steward and the employee together with the Unit Chairman will meet the **Regional Logistics Director** or his designate within ten (10) working days of the submission to Step 2. A full-time representative of the Union may also be present if requested by the Union. The **Regional Logistics Director** or his designate will render a written answer within ten (10) working days following this meeting.

Failing settlement at Step 2, the grievance may be submitted to arbitration in accordance with Article 8.

- 7.04 The time limits fixed in the foregoing subsections may be extended by mutual agreement of the parties in writing.

In the event that a grievance is not filed within the time limits provided in Article 7.03 or is not submitted to arbitration in accordance with Article 8.01 it shall be deemed to have been abandoned. In each instance, section 48(16) of the *Labour Relations Act* shall have no application.

ARBITRATION

Article 8 –

- 8.01 Failing settlement at Step 2 of the procedure, the grievance may be submitted to an arbitrator, at the written request of either the Company or the Union. It is however understood that no grievance may be submitted to arbitration if the written submission is later than twenty-two (22) working days after the Step 2 answer has been issued.
- 8.02 The representatives of the Company and Union shall confer in an attempt to agree upon a mutually acceptable Arbitrator within fifteen (15) working days of the submission to arbitration. Failing agreement either party may apply to the Ministry of Labour for the appointment of an Arbitrator. No Arbitrator who has been proposed and rejected by either party shall be authorized to hear and determine the grievance on an appointment by the Ministry.
- 8.03 The Union and the Company shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator.
- 8.04 The Arbitrator shall not have any authority to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof

or to give any decision contrary to the provisions of this agreement. The arbitrator, in his decision, will be guided by the provisions of the contract and shall not be authorized to award relief with respect to a time period more than thirty (30) days prior to the filing of the grievance.

8.05 The Arbitrator's decision shall be final and binding on both parties.

STRIKES AND LOCKOUTS

Article 9 –

9.01 The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial for any reason by any employee or employees. There shall be no lockout by the Company.

9.02 During the term of this Agreement the Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in, any sit-down, overtime ban, or slowdown in the facility, or any curtailment of work or restriction of, or interference with, production of the Company, and the Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket any of the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.

9.03 The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the *Labour Relations Act*, as amended from time to time..

LEAVE OF ABSENCE

Article 10 –

10.01 Permission for a leave of absence, for valid reasons without pay, not exceeding one (1) week may be granted by the employee's supervisor.

10.02 Requests for leaves of absence without pay exceeding one (1) week must be referred, in writing, to the Warehouse Manager for approval.

10.03 Upon written request of the Union at least twenty-one (21) days in advance, the Company may grant a leave of absence, without pay, for up to three (3) employees chosen by the Union, to participate in seminars and conferences.

The Company will also allow for four (4) paid days for Union Representatives to participate in seminars and conferences per year.

- 10.04 During all leaves of absence, the employee will continue to accumulate seniority.
- 10.05 All leaves of absence will be accepted or refused according to the needs of the business and, with regards to personal leaves, consideration with regard to the employee's absenteeism record.

CATEGORIES OF EMPLOYEES

Article 11 –

- 11.01 In recognition of the needs of the business there shall be four (4) categories of employees employed under this Agreement as follows:
- (1) Grandfathered employees
 - (2) Seniority employees
 - (3) Contract employees
 - (4) Casual employees
- (a) A "Grandfathered Employee" is an employee who has transferred from the Company's Toronto plant and to whom certain provisions of the Toronto plant collective agreement continue to apply for the duration of his/her employment as a Grandfathered employee as outlined in Letters of Understanding No. 1 and No. 3. Grandfathered Employees shall be placed on the Mississauga seniority list in order of their Toronto plant seniority.
- (b) A "Seniority Employee" is an employee who has been hired since the opening of the Mississauga facility and whose name will appear on the Mississauga seniority list.
- (c) A "Contract" is an employee without seniority and who has only the rights specifically provided to him/her under the provisions of this Agreement.
- (d) A "Casual" is an employee without seniority and who has only the rights specifically provided to him/her under the provisions of this Agreement.
- 11.02 Contract and Casual Employees shall have no seniority unless and until they become Seniority employees

The standard of review of the discharge or discipline of a Contract or Casual Employee shall be whether such discharge constituted a violation of the *Ontario Human Rights Code* and such action shall not be conducted in bad faith.

- 11.03 The selection of an employee for reclassification from a Casual Employee to a Contract Employee or from a Contract to a Seniority Employee shall be at the sole and unreviewable discretion of the Company and such selection shall not be considered to be a difference between the parties within the meaning of the *Labour Relations Act*.

DISCIPLINARY ACTION

Article 12 –

- 12.01 A claim by a seniority or grandfathered employee that he has allegedly been discharged without just cause may be recognized as a grievance, provided that a grievance is filed, in writing at Step Two of the Grievance Procedure within **five (5)** working days after the employee has been notified in writing of such discharge.

- 12.02 Whenever a grandfathered or Seniority Employee or a Contract Employee is being discharged or disciplined at the warehouse, he shall be offered the opportunity to have a Steward present at any meeting with management where discipline is being imposed. An employee who is suspended pending further investigation or suspended pending a final determination as to discipline will not be considered to have been disciplined for purposes of this clause.

If such an employee has been discharged at the warehouse, he will be given the opportunity to meet with his Union representative, for a reasonable period of time, not to exceed thirty (30) minutes, paid at the applicable rate, prior to leaving the premises.

- 12.03 In the imposition of discipline, prior written warnings shall not be relied upon after **twelve (12)** months; prior suspension shall not be relied upon after thirty-six (36) months.

A period of absence from work for four (4) consecutive weeks or more shall not be treated as a discipline free month for purposes of this clause.

- 12.04 The Union will receive copies of discipline notices issued to seniority, contract and grandfathered employees.

SENIORITY

Article 13 –

13.01 For Grandfathered and Seniority employees, seniority shall be based on the length of continuous service with the Company in a bargaining unit. The Company shall post a seniority list once each year in February.

Should a Contract Employee be reclassified as a Seniority employee, his seniority date shall be established by reference to the date of such reclassification.

13.02 The selection of Grandfathered or Seniority employees for layoffs or recalls shall be on the basis of seniority provided that the senior employee has the present ability (including physical ability), qualifications to satisfactorily perform the job in question to the job standard.

13.03 In the event of layoffs, Casual employees will be laid off first and then Contract employees before any Seniority employees are laid off. Grandfathered employees shall be the last employees to be laid off. Recall of Contract and Casual employees shall be in the reverse order in which they were laid off, i.e. last to be laid off is the first to be offered recall.

13.04 A Grandfathered or Seniority employee will lose his seniority (if applicable) and his employment with the Company will be terminated for any of the following reasons:

- (a) If he voluntarily quits.
- (b) If he is discharged and not reinstated through the grievance procedure.
- (c) If he retires.
- (d) If the employee is absent without a Company approved leave of absence, for more than three (3) consecutive working days.
- (e) If an employee has been laid off and does not return to work within five (5) working days from the posting of a registered letter, advising him to report for duty. A copy of the registered letter will be provided for the Unit Chairperson at the time of mailing.
- (f) If an employee overstays any Company approved leave of absence for more than three (3) working days.

- (g) If an employee is laid off due to lack of work and not recalled for a period extending beyond twelve (12) months.
- (h) If an employee engages in employment (including self-employment) while in receipt of disability benefits whether from the Company's benefit carrier or the WSIB.

In the application of (d) (e) and (f) above, the Company will consider an explanation provided by an employee in this situation and may decide not to terminate his employment if such explanation is satisfactory to the Company.

13.05 It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and telephone number (listed or unlisted). If any employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

13.06 If a Contract employee or a Casual does not return to work within 72 hours of the scheduled first shift for him following an offer of recall made to him by telephone or otherwise, he will be deemed to have quit employment with the Company. The Company will consider an explanation provided by an employee in this situation and may decide not to terminate his employment if such explanation is satisfactory to the Company

HOURS OF WORK AND OVERTIME

Article 14 –

14.01 The Company may alter the scheduled shifts in a work week if business so requires. Within the provisions of this Article, the Company may assign all employees to work different shifts so long as those shifts do not violate the *Employment Standards Act*.

14.02 All employees will be allowed two (2) fifteen minute paid eating periods on each shift of at least five (5) hours and six (6) hours or less. On each shift of more than six hours there will be **two (2) paid 15 minute eating periods and a paid 30 minute eating period. For shifts over 6 hours, the Company can also schedule two (2) 30 minute paid breaks.** On a twelve hour shift there will be two (2) 20 minute paid eating periods and a 30 minute paid eating period.

14.03 Work performed on a recognized holiday will be paid for at the rate of time and one-half the employee's regular hourly rate.

Work performed in excess of forty (40) hours in a week will be paid for at the rate of time and one-half the employee's regular hourly rate.

The Company may, in its sole discretion, use mandatory or voluntary overtime to fulfill requirements.

- 14.04 The Company and the Union, on behalf of employees, agree that the performance of overtime work shall be mandatory for employees to a maximum of eight (8) hours per week which may include work up to thirteen (13) hours in a day.

In the event that mandatory overtime is needed, qualified employees will be required to work in the following order: first – Contract employees; next – Seniority employees; lastly – Grandfathered employees. Employees in the last two groups will be forced to work in reverse seniority order.

The Company in its sole discretion may excuse an employee from overtime work for legitimate satisfactory personal reasons established to the Company and the exercise of such discretion from time to time shall not be used as evidence of anything in any subsequent matter involving any employee.

- 14.05 Each week the Company will post a shift schedule for the following week showing the scheduled hours of work for Grandfathered, Seniority and Contract employees. Grandfathered and Seniority employees will be scheduled to work either five eight hour shifts, or four ten hour shifts or either three or four 12 hour shifts in the following week. Shifts for these employees shall be scheduled on consecutive days and the schedule for the week in question shall not contain shifts of different lengths in the same week.

There shall be no guarantee of hours of work per day, per shift or per week for any employee covered by the provisions of the Collective Agreement.

The Company may schedule any employee to work a 10 hour or 12 hour shift schedule and employees shall be permitted to work up to 60 hours in a week.

- 14.06 An employee who has left the premises at the end of his regular shift and who is called back to perform work which is required more than four (4) hours prior to the start of his next shift, will be given a minimum of four (4) hours work or pay.

- 14.07 An employee who arrives at work pursuant to his scheduled assignment and who is sent home due to unavailability of work will receive the equivalent of four (4) hours pay at his straight time hourly rate provided that he/she performs whatever work is assigned by the Company. This provision will not apply if no work is available for reasons beyond the Company's control such as fire, flood, power failure, etc.

- 14.08 On twelve (12) hour shift cycles, the hours of work shall be averaged each two or four weeks for purposes of overtime pay and overtime will not be paid unless the weekly average hours exceed 42 hours worked.
- 14.09 It is understood that "hours worked" as used in this Agreement shall mean only those hours worked for the Company.
- 14.10 At the Company's discretion and upon one week's notice to employees, the Company may schedule employees to work 41 hours in a week. This right may be exercised during not more than 26 weeks each year. Where the Company schedules employees on the 41 hour work week, under no circumstances will overtime be paid for the 41 scheduled hours worked in that week pursuant to this provision and the extra hour will not be utilized to create overtime for any other hour worked. The extra hour, when scheduled, will generally be used for training, education and/or communication. The extra hour will be added to a regular shift provided that the employee does not work more than 13 hours in that day.
- 14.11 The Company and the Union agree that they will cooperate to secure the approval of the Director of Employment Standards for the agreements reached in 14.04, 14.05 and 14.08 above.
- 14.12 **Shift Premium**
- Any scheduled shift which commences at or after 5:00 a.m. shall be considered a day shift.
- Any scheduled shift which commences at or after 1:00 p.m. shall be considered an afternoon shift and employees working such a shift shall be paid .60¢ per hour worked.
- Any scheduled shift which commences at or after 9:00 p.m. shall be considered a night shift and employees working such a shift shall be paid \$1.00 per hour worked.
- 14.13 The Company and Union may agree to start times for shifts which do not trigger overtime or premiums.

NO DUPLICATION / PYRAMIDING

Article 15 –

- 15.01 An employee shall not receive wages or other allowances such as holiday pay, vacation pay, Weekly Indemnity, LTD., W.S.I.B. benefits, or other similar benefits from more than one source for the same day or part day.
- 15.02 In no case will overtime compensation or premiums be duplicated or pyramided.

EARLY AND SAFE RETURN TO WORK

Article 16 –

- 16.01 The Company, the employee and the Union have an ongoing obligation to cooperate in an effort to facilitate the early return of the employee to his job, which will include a regular review of the employee's functional abilities including functional abilities assessments as and when requested by the Company.
- 16.02 The employee shall be returned to his/her previous job, or to a comparable one, when his/her functional abilities so allow.
- 16.03 Where the employee is absent from work as a result of a compensable injury, and the employee is not able to perform the essential duties of his/her job, the Company, in consultation with the Union, will attempt to identify suitable productive work which is available and which is consistent with the employee's functional abilities. The employee shall continue to be placed in suitable work, consistent with his/her functional abilities, while it remains available, and subject to greater claims being made for such work, in accordance with the seniority rights of other employees under the collective agreement.
- 16.04 Where the company does not consider it has sufficient information to assess the employee's ability to return to work, it may request further information. An employee may be required to attend an independent medical examination. Should the Company require independent medical examinations, such examinations shall be paid for by the Company. In the case of non-WSIB related absences, if the employee objects to the Company's choice of practitioner, the parties will mutually agree on a medical consultant. If no consultant can be mutually agreed to, s/he will be selected by a lottery (draw) from amongst three (3) names submitted by each party. In WSIB related matters the *Act* shall apply.

16.05 **Reporting Absences**

Employees are required to attend work regularly. When unable to attend, the employee must contact his supervisor as far in advance as possible of his/her scheduled start time, giving the reason he/she is unable to attend work, date of his/her expected return if known, and the details as to where he/she can be contacted during his/her absence. If the employee cannot contact his/her supervisor he/she must leave a recorded message with the required information. An employee is required, if requested by the Company, to substantiate the reasons for any absence. An employee is required to maintain regular contact with the Company throughout his/her period of illness or impairment and recovery.

16.06 **Payment for Injured Employees**

In the event that an employee is injured in the performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid at his/her regular straight time hourly rate for the remainder of his/her shift. The employee must immediately report such injury to his/her supervisor unless he is so injured that this is not possible. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to his/her home as necessary.

BEREAVEMENT

Article 17 –

17.01 Should a death occur in the immediate family, seniority employees will be granted up to three (3) scheduled working days missed as a paid leave of absence in order to make funeral arrangements or to attend the funeral. Immediate family is defined as the employee's spouse, mother, father, sister, brother, child, stepchild, grandchild, son-in-law, daughter-in-law or step parent.

One day paid leave will be granted to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandparent.

An unpaid leave to attend the funeral of a nonrelative may be granted upon advance request from the employee.

17.02 Should a Seniority employee be called for Jury Duty or subpoenaed as a crown witness, the Company will supplement his jury pay or witness pay to ensure that the employee will receive, totally, monies equivalent to eight (8)

hours of straight time pay at his regular wage rate for those days he would actually have been at work during his service on a jury or as a crown witness.

VACATION

Article 18 –

- 18.01 The vacation year is the calendar year and service in any calendar year is utilized to accrue vacation to be taken in the following year by Seniority employees. Service in the Contract employee classification shall count for purposes of achievement of vacation time greater than two (2) weeks for an employee subsequently reclassified as a Seniority employee; however, prior service in the Casual employee classification shall not be counted for this purpose or any other purpose.
- 18.02 Contract and casual employees will receive 4% of wages as defined in the *Employment Standards Act* on each pay cheque.
- Casual and Contract employees shall take vacation time of two (2) weeks annually during periods when they are not required to work and they shall notify the Company as to their vacation period prior to taking the time. A Contract or Casual employee will not be called in or scheduled to work during his vacation time.
- 18.03 For Seniority employees, service in the calendar year shall earn vacation time and pay to be taken in the subsequent calendar year as follows:
- (a) Less than three (3) years of completed service as of January 1st – two (2) weeks' vacation with pay of 4% of wages as defined in the *Employment Standards Act*.
 - (b) Three (3) or more completed years of service as of January 1st – three (3) weeks' vacation with pay equivalent to three (3) weeks at the base rate in effect at the time vacation is taken plus 6% of any performance bonus monies earned in the prior calendar year.
 - (c) Ten (10) or more completed years of service as of January 1st – four (4) weeks' vacation with pay equivalent to four (4) weeks at the base rate in effect at the time vacation is taken plus 8% of any performance bonus monies earned in the prior calendar year.
 - (d) Seventeen (17) or more completed years of service as of January 1st – five (5) weeks' of vacation with pay equivalent to five (5) weeks at the

base rate in effect at the time vacation is taken plus 10% of any performance bonus monies earned in the prior calendar year.

- 18.04 Vacation time is not cumulative and must be taken in the calendar year following which it is earned.
- 18.05 The Company will consider seniority when granting preference with respect to the selection of the first two weeks of vacation as between Grandfathered and Seniority employees; however it is recognized that business requirements shall be the determining factor in all matters of vacation selection.

PAID HOLIDAYS

Article 19 –

- 19.01 For Seniority, Contract and Casual employees paid holidays shall be granted in accordance with the *Employment Standards Act, Ontario*. Effective January 1, 2007, Seniority employees shall have January 2nd each year as a paid holiday.

BENEFITS

Article 20 –

- 20.01 The Company agrees to pay 100% of the billed premiums necessary to provide the following benefits at the levels specified in this Article for Seniority employees only.

- Effective January 1st, 2018, the Company agrees to pay 80% of the billed premiums necessary with the employee contributing 20%.

- 20.02 New employees (except for those with prior Toronto plant service) shall be entitled to benefits upon completion ninety (90) days worked.

Employees who are laid off shall continue to be covered for benefits until the last day of the month following the month of layoff.

Employees in receipt of Weekly Indemnity benefits or EI sickness benefits shall continue to be covered for benefits until the conclusion of the benefit period.

- 20.03 **Life, AD&D**

One times base annual wages.

At his own expense, an employee may purchase optional life insurance.

20.04 Weekly Indemnity

1-4-15 Plan – E.I. integrated.

First day pay for hospitalization due to injury or illness.

Fourth day pay for non-hospitalization due to illness or injury.

Benefit pays 60% of base weekly earnings up to the weekly E.I. maximum.

The Company's carrier pays the first fifteen (15) weeks of benefit and thereafter, the employee applies for E.I. sickness benefits. (Currently, total of 30 weeks)

In order to qualify for insured benefits the employee must be disabled from performing the essential duties of any job in the Warehouse which is offered to him.

20.05 Dental Plan

No deductible. Covers all eligible family members.

Annual maximum for all services - \$1,200 per person covered

Current Fee Guide.

Basic services – 80% reimbursement; 9 month recall exams.

Major / Restorative Services – 60% reimbursement.

20.06 Extended Health Care – for eligible family members

(a) Prescription Required Drugs

- 90% reimbursement
- Cap of \$7.00 for dispensing fee per prescription
- plan reimburses for generic equivalent

(b) Paramedical Services

- maximum of \$500 per year per practitioner for person covered
- in all cases, a physician's letter of referral to the practitioner is required

- the following services are covered for licensed practitioners: acupuncturist, podiatrist, psychologist, speech therapist, chiropractor, massage therapist, naturopathy, osteopath, physiotherapist
- all of these services are reimbursable only after any applicable provincial plan maximum has been reached.

(c) **Semi-Private Hospital, Out of Country Insurance and EAP**

(d) There is a lifetime maximum of \$250,000 per covered person for all items and services covered under (a), (b) and (c).

20.07 **Vision Care**

\$200 every 24 months for the employee and also for each covered family member.

20.08 **Sick Days**

Two (2) per year per employee paid at the base hourly rate.

Effective January 1, 2010 three (3) sick days will be provided on the same basis.

The Company retains the right to require the employee to provide satisfactory proof of illness or injury for any absence from work due to injury or illness whether or not a sick day is claimed. This right shall not be subject to arbitral review. Where the Company requests such proof, it shall reimburse the employee for any reasonable charges paid to the medical practitioner.

20.09 **Defined Contribution Pension Plan**

(A) FOR FULL-TIME EMPLOYEES

- three (3) month waiting period
- in all cases contributions will be made on base hourly earnings up to a maximum of 2080 hours per year.

For 2006 and 2007

1% of earnings mandatory contribution from each of the Company and employee.

The Company will match voluntary employee contributions up to a further 2% of earnings.

For 2008 and 2009

2% of earnings mandatory contribution from each of the Company and employee.

The Company will match voluntary employee contributions up to a further 1% of earnings.

For 2010 and beyond:

3% of earnings mandatory contribution from each of the Company and employee.

For 2012 and beyond:

3% of earnings mandatory contribution from each of the Company and employee

The Company will match voluntary employee contributions up to a further 1% of earnings.

(B) FOR TEMPORARY EMPLOYEES

- three (3) month waiting period
- in all cases contributions will be made on base hourly earnings up to a maximum of 2080 hours per year.

For 2017 and beyond:

1% of earnings mandatory contribution from the employee, with up to 3% contribution.

The Company will match 50% of the voluntary employee contributions up to a further 1% of earnings.

20.10 **Safety Shoes**

A \$150.00 annual allowance for Seniority employees paid on April 1st for CSA approved shoes which employees shall wear while at work.

The Company will also provide a \$60 annual allowance for CSA approved shoes for Contract employees after 6 months of continuous service which employees shall wear at work.

20.11 The provision of the above benefits will be subject to the conditions and exclusions in the carrier's insurance contracts which shall govern entitlement

and eligibility. It is understood however that these contracts do not form part of this collective agreement.

20.12 The Company has negotiated additional benefits greater than the savings which will result from improving benefits including Weekly Indemnity, to a standard which qualifies for E.I. premium reduction.

20.13 **Once every two (2) years, Seniority employees will be issued cold weather jackets in October for use in the workplace.**

BULLETIN BOARD

ARTICLE 21 –

The Company will provide the Union with a bulletin board to be used for the posting of material related to the business of the Union.

DURATION

ARTICLE 22 –

This Agreement shall be effective on **January 16, 2012 until December 31, 2021** and shall remain in effect from year to year thereafter, unless notice is given by either party not more than sixty (60) days prior to expiry of that party's intention to revise or amend this Agreement.

Dated at Mississauga this X day of X, 2017.

For the Union:



David Bridger



Chris O'Brien

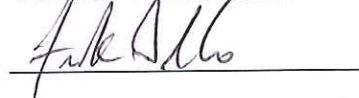


Inderjeet Bhagwan

For the Company:



Tamara Vorobeitchik



Frank Gallo



Greg Snider

Chris Galli

APPENDIX A – COMPENSATION FOR STAGING OPERATORS

	Jan 16/12	Jan 1/13	Jan 1/14	Jan 1/15	Jan 1/16	Jan 1/17	Jan 1/18
Seniority Employees	\$17.58	\$17.58	\$17.84	\$17.84	\$18.11	\$18.38	\$18.38
Contract Employees	\$14.28	\$14.28	\$14.50	\$14.50	\$14.71	\$15.00	\$15.00
Casual Employees	\$13.19	\$13.19	\$13.38	\$13.38	\$13.58	\$15.00	\$15.00

	Jan 16/19	Jan 1/20	Jan 1/21
Seniority Employees	\$18.66	\$18.94	\$19.22
Contract Employees	\$15.23	\$15.23	\$15.46
Casual Employees	\$15.23	\$15.23	\$15.46

NOTE:

Special wage increases shall be given to Casual Employees at management discretion taking into consideration the employee's safety, attendance, and performance records:

- 1.5% after 12 months
- 1.5% upon being Labatt Forklift certified

All new Seniority Employees hired after January 1, 2017 will start at \$17 for a 6 month probationary period, after which their wage will be aligned with the Tier 2 Seniority employees.

Grandfathered employees from the Metro Plant shall be paid a base hourly rate of \$28.50 for the duration of the collective agreement.

PERFORMANCE BONUS PROGRAM

The Company will pay employees a performance bonus in the amounts described below upon the achievement of specified targets by employees in the bargaining unit. The criteria for bonus for hourly employees will be linked to the management bonus system.

The bonus shall be paid in a lump sum quarterly, if payable and shall be earnable each calendar quarter. The Company may pay a portion of the bonus in any quarter and any portion of a quarterly bonus not earned may not be earned in a subsequent quarter. The quarterly bonus shall be calculated by multiplying actual hours worked in the quarter by the appropriate hourly bonus rate (or part thereof).

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Seniority	\$1.69	\$1.69	\$1.71	\$1.71	\$1.74	\$1.84	\$1.84	\$1.87	\$1.90	\$1.92
Contract	\$1.12	\$1.12	\$1.13	\$1.13	\$1.15	\$1.20	\$1.20	\$1.22	\$1.22	\$1.24
Casual	\$0.84	\$0.86	\$0.86	\$0.86	\$0.87	\$0.90	\$0.90	\$0.91	\$0.91	\$0.93

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

The Company and Union will meet at least quarterly in each year to discuss the operation of the Bonus Program.

LETTER of UNDERSTANDING No. 1

December 14, 2011

Mr. David Bridger
BGPWU – SEIU Local 2
238 Jane Street
TORONTO ON M6S 3Z1

Dear Mr. Bridger:

Re: Restricted Employees

During negotiations for the Mississauga collective agreement, the parties had discussions concerning the impact of the above on the operation, much of which involves work which is physically demanding.

We agreed that the ability to physically build orders (called Pallet Make Up or PMU) to the standard which has been established is an essential duty of all jobs in the Warehouse. We also agreed that there are no modifications which can be made to either the PMU function or to the equipment required or which could be acquired to perform the PMU function which would not constitute undue hardship for the Company as that term has been defined for purposes of accommodation pursuant to Human Rights jurisprudence.

As a result, we have agreed that the Company must be in a position to ensure that the number of restricted duty employees does not exceed the work available which can be performed by such employees. We agreed in good faith that it would constitute undue hardship for the Company if the number of restricted duty employees in the bargaining unit at any time exceeded **25%** of the total of all employees employed under the collective agreement.

The Company will therefore make efforts to accommodate a limited number of restricted duty employees in the Warehouse with preference given to employees by seniority. We have agreed that any accommodation to be made shall result in the employee performing productive work and the Company may take into consideration the effect of such accommodation on other employees when assessing options for accommodation. Once the **25%** threshold has been reached, accommodation of further employees will not be possible and any such employees may apply for and receive either Weekly Indemnity or Workers Safety and Insurance benefits if they so qualify for such benefits. Grandfathered employees may also apply for and receive LTD benefits if they so qualify.

In consideration of the accommodations agreed to above, we have agreed that a Seniority, Contract or Casual employee who is unable to perform the essential duties of the work available or who does not render active service for a period of eighteen (18) months due to absence by reason of illness or injury (whether occupational or otherwise) shall be terminated from employment. This agreement is made having regard to the fact that, in the event of the occurrence of either the two triggering events noted above, the Company will have fulfilled its duty to accommodate such employees and that any such termination is non-disciplinary and is based solely on the employee's inability to perform essential job functions and does not constitute discrimination on the basis of handicap or disability.

Please sign this letter to indicate your agreement to its contents.

Agreed to for the Union:

David Bridger

Name

Agreed to for the Company:

Chris Galli

Name

LETTER of UNDERSTANDING No. 2

December 14, 2011

Mr. David Bridger
BGPWU – SEIU Local 2
238 Jane Street
TORONTO ON M6S 3Z1

Dear Mr. Bridger:

Re: Leasing of Warehouse Space

This will confirm our understanding reached at negotiations whereby we agreed that in the event that the Company should lease or rent space at the Mississauga warehouse to a third party, that the employees of such third party lessee would not be subject to the terms of the collective agreement.

It was further agreed that the Union would not acquire bargaining rights for employees of the lessee as a result of the Company's decision to lease or rent space to such third party.

We also agreed that the Company would have the right to contract bargaining unit work to a third party, whether or not the work is performed onsite or offsite by such third party, and that the Union would no acquire bargaining rights for employees of such third party simply by virtue of the performance of such work by employees of the third party.

Please sign a copy of this letter to indicate your agreement to its contents.

Agreed to for the Union:

David Bridger

Name

Agreed to for the Company:

Chris Galli

Name

LETTER of UNDERSTANDING No. 3

December 14, 2011

Mr. David Bridger
BGPWU – SEIU Local 2
238 Jane Street
TORONTO ON M6S 3Z1

Dear Mr. Bridger:

Re: Transfer/Hiring of Metro Plant Employees to/at Mississauga Warehouse

This will confirm our agreement with respect to those employees who will be offered the opportunity to transfer their employment to the Mississauga Warehouse. We have agreed that 19 identified people will be offered employment, subject to the conditions noted below, and that these employees will be classified as Grandfathered employees at the Mississauga Warehouse. Further, we agreed that these are the only employees who would be offered employment as Grandfathered employees at the Mississauga Warehouse.

In addition to the identified 19 employees we have also agreed to hire three (3) people into the Seniority employee classification for a total initial complement of 22 Grandfathered/Seniority employees at the startup of the Warehouse. In the event that not all of the 19 identified employees are employed at the Warehouse, the Company will hire people into the Seniority employee classification on a one-for-one replacement basis up to nineteen.

In filling positions for the Seniority employee classification at the Warehouse, for the initial 22 positions the Company will give preferential consideration to former Metro Brewery employees who have taken severance pay in a lump sum and who can pass the hiring criteria. Thereafter, former Metro Brewery employees will be treated as would any other applicants for employment. Hiring decisions shall not be made the subject of a grievance or arbitration case as these do not constitute differences between the parties.

The Company undertakes that, subject to its right to lay off employees for lack of work, and subject to the following paragraph, it will maintain a total complement of 22 Grandfathered and Seniority employees.

In the event that plant or distribution volume levels experience a significant decrease from the present levels, or the Company introduces new or modified equipment or processes, which significantly alters manpower requirements, the above commitment to 22 employees will be modified following discussions between the parties to reflect the changed circumstance. Nothing in this letter is intended to affect the Company's right to contract work out or to transfer work to other Company operations. For greater clarity,

the Company may contract work out and reduce the complement of employees below the minimum level stipulated above.

In the event that former Metro Brewery employees are hired as part of the initial complement of seniority employees, they shall be placed on the seniority list in order of their metro plant seniority; however, it is understood that no seniority or service rendered at the Metro plant shall be carried over for any purpose as these people are hired as new employees at the Warehouse.

QUALIFICATIONS

Other than current Metro Staging employees who are presently performing jobs in that Department, all grandfathered, seniority and other employees to be hired at the Warehouse must pass a Functional Abilities Evaluation (F.A.E.) administered by the Company provider of such services. The Company may waive this requirement without prejudice to its rights with respect to any other employee.

In filling the initial complement of 22 non-Contract/non-Casual employees, the Company agrees to accommodate up to five (5) employees who fail the F.A.E., but who can perform a job pursuant to the section below on Accommodation. It is also agreed that the Company may require former Metro employees who are applicants for employment as Seniority employees in the Warehouse to undertake tests which measure skills which are reasonably related to jobs in the Warehouse.

ACCOMMODATION

The parties agree that, subject to the requirements of the *Ontario Human Rights Code*, it is vital to the Company's business that all employees are able to perform all jobs at the Warehouse.

It is therefore agreed that an employee who is unable to perform the essential duties of one of the functions listed below as his regular duties will not be able to be accommodated without creating undue hardship for the Company's operation.

- (a) Pallet Make Up or
- (b) Trailer loading/unloading utilizing a forklift truck.

It is understood that the ability of the Company's business to accommodate employees with physical restrictions is also circumscribed by reference to Letter of Understanding No. 1 entitled Restricted Employees.

Agreed to for the Union:

David Bridger

Name

Agreed to for the Company:

Chris Galli

Name

LETTER of UNDERSTANDING No.4

December 14, 2011

Mr. David Bridger
BGPWU – SEIU Local 2
238 Jane Street
TORONTO ON M6S 3Z1

Dear Mr. Bridger:

Re: Increase in Seniority Complement

During negotiations the parties had discussions concerning the increase in the overall number of “seniority” employees.

The parties agree to increase the overall number from 22 to 25 during 2012.

In the event that distribution/production levels decrease, the Company reserves the right to decrease manpower as outlined in Letter #3.

Agreed to for the Union:

David Bridger

Name

Agreed to for the Company:

Chris Galli

Name

LETTER of UNDERSTANDING No. 5

December 14, 2011

Mr. David Bridger
BGPWU – SEIU Local 2
238 Jane Street
TORONTO ON M6S 3Z1

Dear Mr. Bridger:

Re: Overtime Distribution Protocol Discussion

During negotiations the parties had discussions concerning the protocol for the distribution of overtime.

We agree that the Company and Union will meet annually to discuss the policy for the distribution of overtime.

Any process can be changed or modified at any time throughout the year.

It is understood that if the overtime distribution protocol cannot be mutually agreed upon, the Company has the right to implement a protocol that they believe is fair. There shall be no grievance or dispute arising from what is outlined in this letter.

Agreed to for the Union:

David Bridger

Name

Agreed to for the Company:

Chris Galli

Name

LETTER of UNDERSTANDING No. 6

December 14, 2016

Mr. David Bridger
BGPWU – SEIU Local 2

Dear Mr. Bridger:

Re: Hours of Work - Statutory Holidays

During negotiations the parties had discussions concerning the definition of hours worked as it pertains to the Statutory Holidays.

Stat Holiday as hours worked; given that employee is present the 5 scheduled shifts before and 4 scheduled shifts after the statutory holiday.

We will consider the policy grievance (C15-X), filed on XXX, and resolved given this understanding.

Agreed to for the Union:

David Bridger

Name

Agreed to for the Company:

Chris Galli

Name

LETTER of COMMITMENTS

This letter will confirm commitments taken by the parties during negotiation. These commitments are not in the collective agreement:

(a) DC contribution after waiting period:

- The contribution (employer & employee) will begin the 1st of the month following the end of the waiting period.

(b) Payroll deposit day (Friday):

- Payroll deposit could be moved to Friday. Company will work with union in order to mitigate impacts and to decide timing of implementation.

(c) Payroll deposit cycle (Bi-Weekly):

- Payroll deposit could be moved to Bi-Weekly on February 1st, 2018, linked to KPI bonus payout.
- Lump sum will be paid January 1st, 2018, \$650 each for all full time employees and \$350 each for all temporary employees.

(d) Ratification bonus:

- Ratification bonus of \$1000 each for all full time employees and \$250 each for all temporary employees. This has already being paid.

(e) Full Time Employees:

- The Company is committed to filling the 15 new Full Time positions by December 31st, 2017

Agreed to for the Union:

David Bridger

Agreed to for the Company:

Chris Galli
