

# **Collective Agreement**

Between:

**SEIU Local 2.on, Branch Local #1**

- and -

**Labatt Breweries Ontario Canada (LBOC)  
Division of Labatt Breweries of Canada LP  
(London, Ontario)**

**LONDON □ CANADA**

**January 1, 2016 - December 31, 2022**

## Table of Contents

SECTION 1	RECOGNITION OF MUTUAL GOALS.....	3
SECTION 2	RECOGNITION.....	4
SECTION 3	DISCRIMINATION.....	4
SECTION 4	MANAGEMENT FUNCTIONS.....	5
SECTION 5	UNION SECURITY.....	5
SECTION 6	UNION ACTIVITIES .....	6
SECTION 7	SENIORITY .....	7
SECTION 8	TERMINATION OF SENIORITY .....	8
SECTION 9	SPECIAL LEAVE OF ABSENCE DURING LAY-OFF .....	9
SECTION 10	LAY-OFF AND RECALL.....	9
SECTION 11	TRANSFER AND WORK ASSIGNMENTS .....	10
SECTION 12	PROMOTION AND VACANCIES.....	13
SECTION 13	REPRIMANDS, SUSPENSIONS AND DISMISSALS .....	15
SECTION 14	SICKNESS OR DISABILITY .....	16
SECTION 15	GRIEVANCE PROCEDURE .....	18
SECTION 16	WORK STOPPAGES .....	20
SECTION 17	WELFARE PLAN.....	20
SECTION 18	WAGE RATES AND CLASSIFICATIONS.....	23
SECTION 19	HOURS OF WORK AND OVERTIME PAY.....	27
SECTION 20	STATUTORY HOLIDAYS .....	31
SECTION 21	VACATIONS.....	32
SECTION 22	BEREAVEMENT .....	38
SECTION 23	JURY DUTY .....	38
SECTION 24	EDUCATIONAL LEAVE OF ABSENCE.....	38
SECTION 25.....		39
SECTION 26	GUARANTEED WAGE PLAN .....	40
SECTION 27	SEPARATION PAY .....	40
SECTION 28	DUPLICATION OF BENEFITS.....	42
SECTION 29	TECHNOLOGICAL CHANGE .....	42
SECTION 30	COST OF LIVING ALLOWANCE .....	44
SECTION 31	LETTERS OF UNDERSTANDING.....	44
SECTION 32	DURATION AND REVISION OF AGREEMENT .....	44
APPENDIX "A"	WEEKEND WORK SCHEDULE.....	47
APPENDIX "B"	GUARANTEED WAGE PLAN .....	52
TABLE "A"	DURATION OF BENEFITS .....	56

APPENDIX “C” GROUP INSURANCE PLAN FROM JANUARY 1, 2016 .....	58
APPENDIX “D” LABATT RETIREMENT PLANS .....	71
APPENDIX “F” PACKAGING VACATION SELECTION ALLOTMENT .....	93
APPENDIX “G” PACKAGING & MAINTENANCE TDSS .....	95
LETTER OF UNDERSTANDING NO. 1 (RETAIL STORE STAFFING) .....	98
LETTER OF UNDERSTANDING NO. 2 (MANDATORY RETIREMENT) .....	99
LETTER OF UNDERSTANDING NO. 3 (CONTRACTING OUT) .....	101
LETTER OF UNDERSTANDING NO. 4 (PROMOTIONS STORE STAFFING) .....	102
LETTER OF UNDERSTANDING NO. 5 (GWP) .....	103
LETTER OF UNDERSTANDING NO. 6 (SHUNTERS) .....	104
LETTER OF UNDERSTANDING NO. 7 (JANITORIAL WORK) .....	105
LETTER OF UNDERSTANDING NO. 8 (HEALTH & SAFETY LEGISLATION) .....	106
LETTER OF UNDERSTANDING NO. 9 (MATERNITY/ADOPTION LEAVE BENEFITS) .....	108
LETTER OF UNDERSTANDING NO. 10 (MFRA) .....	110
LETTER OF UNDERSTANDING NO. 11 (STAGING DEPARTMENT MANPOWER) .....	113
LETTER OF UNDERSTANDING NO. 12 (UTILITY HELPER BACKUP) .....	117
LETTER OF UNDERSTANDING NO. 13 (BANKING OVERTIME) .....	118
LETTER OF UNDERSTANDING NO. 14 (DEDICATED STAGING MIDNIGHT SHIFT) .....	120
LETTER OF UNDERSTANDING NO. 15 (DEDICATED PACKAGING MIDNIGHT SHIFT) ....	122
LETTER OF UNDERSTANDING NO. 16 (MUTUAL EXCHANGE OF SHIFTS) .....	124
LETTER OF UNDERSTANDING NO. 17 (C TO A PRIVILEGE ON CAN LINE) .....	126
LETTER OF UNDERSTANDING NO. 18 (EDUCATIONAL TRAINING AND ASSISTANCE)..	128
LETTER OF UNDERSTANDING NO. 19 (PAYMENT OF WI WHILE WAITING FOR WSIB APPROVAL) .....	131
LETTER OF UNDERSTANDING NO. 20 (ATTENDANCE PROGRAM) .....	132
LETTER OF UNDERSTANDING NO. 21 (WORK RELATED TRAVEL) .....	133
LETTER OF UNDERSTANDING NO. 22 (POSTED VACANCIES – PACKAGING DEPARTMENT) .....	134
LETTER OF UNDERSTANDING NO. 23 (MAINTENANCE WORK BY POWERHOUSE EMPLOYEES) .....	135
LETTER OF UNDERSTANDING NO. 24 (SUPPORT OF HOURLY RETIREMENT CELEBRATIONS) .....	136
LETTER OF UNDERSTANDING NO. 25 (MISCELLANEOUS) .....	137
LETTER OF UNDERSTANDING NO. 26 (APPRENTICE PROGRAM) .....	139
LETTER OF UNDERSTANDING NO. 27 (COMMITMENTS) .....	142

## SECTION 1

### Recognition of Mutual Goals

1.01 All employees of the London Brewery share in the Goal of being the absolute leader in our industry. Our mission is to deliver the highest quality product in a safe, efficient and innovative manner, while at the same time being responsive to customer and employees' needs.

The achievement of the London Brewery Goal requires the combined efforts of the Company, Union and Employees. Therefore, and subject to all other clauses of this agreement, all employees' (both bargaining unit and managerial) will:

- (a) Meaningfully participate in the decisions which affect them;
- (b) Work within their dept. or work area and assume all tasks for which qualified;
- (c) Willing to do any task which they are capable of performing safely and responsibly;
- (d) Work in good faith toward the satisfaction of internal and external customer needs;
- (e) Develop and maintain a high level of technical skill;
- (f) Promote efficiency, economy, quality and continuous improvement;
- (g) Support initiative, new ideas, trust, mutual respect, equitable treatment and cooperation;
- (h) Communicate information promptly, accurately and completely;
- (i) Assist in training other employees;
- (j) Take pride in their work and promote and adhere to the highest standards;
- (k) Provide support for those employees who have difficulty adapting to change or learning new processes;
- (l) Provide support for and, in implementing the foregoing goals, have an understanding of the individual and family needs of all employees.

## **Preamble**

- 1.02 **WHEREAS**, the parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Company which will tend to secure uniform and equitable terms of employment and conditions of labour satisfactory to the Company and the Union, and to provide methods of fair and peaceful adjustment of all disputes that may arise between the parties hereto or between those represented by them and who are affected by this Agreement, and in order to ensure, so far as possible, uninterrupted operation and general stabilization of the Company's business, and to ensure a proper and ethical conduct of the business and relations between the Company and the employees.

## **SECTION 2**

### **Recognition**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for those of its employees listed and classified under the clause entitled "Wage Rates and Classifications" in this Agreement. New Classifications may be added from time to time when mutually agreed between the parties hereto.
- 2.02 The Company agrees that the Union may have the assistance of representatives from outside its own local in any negotiations or discussions between representatives of the parties hereto, provided that all such representatives are approved by Local #1.
- 2.03 Those employees not members of the bargaining unit shall not do the work of any employee covered by this Agreement unless with the consent of the Union.
- 2.04 The word "employee" in this Agreement shall be deemed to refer solely to a seniority employee in the bargaining unit unless specifically stated otherwise.

## **SECTION 3**

### **Discrimination**

- 3.01 The Company and the Union agree there shall be no discrimination against any employee.

## **SECTION 4**

### **Management Functions**

- 4.01 The right to hire, promote, demote, discharge or discipline for just cause and to ensure the efficiency of the employees and of the Company's operation is the sole responsibility of the Company subject to the terms and conditions of this Agreement.

## **SECTION 5**

### **Union Security**

- 5.01 All employees in the bargaining unit are required to remain members of the Union in good standing for the duration of this Agreement as a condition of employment.
- 5.02 All new employees shall be called Temporary Employees or Probationary Employees. Temporary Employees terms and conditions of employment are outlined in Appendix E.

A Probationary Employee must work 1040 hours in order to achieve seniority. In the case of a probationary employee with broken service, this broken service will be allowed to accumulate over a two (2) year period.

A Probationary Employee may be released for unsuitability, in the sole discretion of the Company. In the event that a Probationary Employee is terminated for disciplinary reasons, the standard of cause for review of the Company's decision shall be whether the decision was arbitrary, discriminatory or in bad faith.

In matters of layoff and recall Probationary Employees shall be entitled to preference over Temporary Employees.

Probationary employees shall have the same entitlement to uniforms, safety shoes, bereavement and other items as permanent employees except where indicated otherwise.

### **Hiring Practices**

- 5.03 In the matter of employment, the Company will give unemployed members of the SEIU Union Local #1, who are in good standing with the Union and competent to perform the work, preference in employment.
- 5.04 Upon the employment of Probationary Employees or Temporary Employees the Union shall issue to each such employee upon payment of the required fee, a Union Permit Card.

## **Check Off**

5.05 The Company agrees to deduct a uniform amount of regular dues as specified in the Constitution or Bylaws of the parent union with which the Local Union is affiliated. Such dues shall be deducted weekly and no other assessments shall be deducted by the Company. No portion of such dues will be deposited or allocated for the specific use of any employee from whom the dues have been deducted and the Company will not be required to deduct any amounts which do not qualify as deductible trade union dues pursuant to sections 8(1) and 8(5) of the Income Tax Act, Canada.

In the event that any such deductions are not made for reasons of sickness, vacations, leave of absence, etc., they shall be collected from the weekly pay cheque of the employee on their return to work. (No more than two (2) weeks arrears in any one (1) week.) The Union will inform the Payroll Department of any Union arrangements in force, regarding exemption from payment of Union Dues.

The Union can request the Company to change the amount of dues deducted no more than twice annually. Any request to change the amount of dues being deducted must be authorized by the Local Union.

## **SECTION 6**

### **Union Activities**

6.01 The Union is required to provide each department a minimum of five (5) working days notice of Union Executive Meetings. If such notice is provided the department will release the Union Executive to attend the meeting where operationally feasible. Such meetings will be so arranged between the Company and the Union so as to minimize the impact on the safe and efficient operation of the Company.

### **Special Leave of Absence**

6.02 The Company agrees to grant unpaid leave of absence, upon written application, for a period of not more than twelve (12) months or for the balance of the duration of this Agreement (whichever is longer) to any employee who has been elected or appointed as an official of the Parent Union or of the Local Union or who has been elected to public office, if such duties require he/she to have leave of absence from Company duties on a full time basis.

Employees on such leave of absence may be continued as active members of the pension and welfare plans (subject to applicable legislation and/or government regulations or directions) upon payment of the total contributions to such plans whether from the Union or employee concerned. During such period of leave of absence the employee's seniority shall continue to accumulate as if he/she were employed at their regular post by the Company.

6.03 On each January 1 an Educational Leave of Absence Bank will be established which consists of one hundred (100) days total in each year for The Bargaining Unit. Upon written application by the Union President, the Union may request an Educational Leave of Absence for employees without loss of regular pay. Such application will be submitted to the Department Manager at least two (2) weeks in advance from the date for which the leave is requested. The purpose of such leave shall be limited to education related to union activities. The Department Manager will respond to the application within three (3) days of its receipt and permission for the leave of absence will not be unreasonably withheld.

Leaves of Absence must be requested for a minimum of one (1) day at a time. Any days which may remain in the Bank as of December 31st shall not be accumulated into the next year.

6.04 If an employee in the bargaining unit encounters a bona-fide picket line in the course of their normal duties there shall be an immediate conference between the parties hereto before any decision is made by either party as to whether the picket line should or should not be respected.

6.05 The Union President of Local #1 will receive the Trades rate during his term in office as President.

The Company also agrees that if the Union President is defeated in an election held by Local #1 or resigns he/she may return to their former position. This understanding is given provided the Union agrees to any crew relocation's made necessary by the Presidents return to the work force.

## **SECTION 7**

### **Seniority**

7.01 The Company agrees to recognize the seniority rights of all employees who are members of the Union. Seniority is designed to give Union members an equitable measure of security based on length of service with the Company. Seniority will be the determining factor in layoff and choice of annual summer vacation period; and will be a factor in promotions and job assignments when a vacancy occurs.

7.02 Each employee will have seniority standing in the department in which he/she is employed. Except in the case of employees whose seniority rights have already been established an employee's seniority will be established in accordance with Section 5.02 of this agreement.

7.03 An employee does not have seniority rights until he/she completes the probationary period. Once established, an employee's seniority date will remain unchanged except as provided for herein, and the employee's name will be placed on the department seniority list of the department within which he/she is working.



- 7.04 The Company agrees to compile and post departmental seniority lists of all Union employees within three (3) months after signing of the Agreement. Such lists shall be amended and reposted quarterly. If, within one (1) month after the first posting, an employee submits proof that their seniority date should be altered and such proof is accepted by the Company and the Union, an amendment will be made accordingly. The Company will also supply the Union with a copy of the seniority lists and the correction thereto.
- 7.05 The departments referred to above shall mean:
- Brewing
  - Packaging
  - Staging
  - Maintenance
  - Retail Store
- 7.06 The following Union Executive Officers: President, Vice-President, Secretary-Treasurer, and Recording Secretary shall hold top plant and departmental seniority during their terms of office for the purpose of lay-off only.
- 7.07 Departmental Executive Members and the Union Steward shall hold top departmental seniority during their terms of office for the purpose of lay-off and transfers out of their department only. In the event that more than one employee holds top departmental seniority, then the order of their seniority for purposes of lay-off or transfer out of their department only will be interpreted as being the order in which they are mentioned above.
- 7.08 An employee's seniority date will be established as set out in Section 7.02 and no changes shall be made in an employee's seniority date, except as provided for therein or as in Section 8 or Section 12.11.

## **SECTION 8**

### **Termination of Seniority**

- 8.01 Seniority will cease for any of the following reasons:
- (a) Where a permanent employee voluntarily resigns. All such resignations shall be in writing and signed by the employee concerned.
  - (b) Where an employee is discharged for cause and such discharge is not reversed through the grievance procedure.
  - (c) Where an employee obtains leave of absence for reasons other than those given when the request was made, for accepting unauthorized employment, or for failing to pay union dues, while on leave of

absence. Unauthorized employment is employment not approved by the Company and the Union.

- (d) Failure to notify the Company (accepting a call back to work after a lay-off) within seventy-two (72) hours (excluding Saturday and Sunday) of recall notification by registered mail of the last address on file with the Company, and failure to report to work within seven (7) days of acceptance of recall.
- (e) When an employee has their name withdrawn from Union membership. In the event this should occur, the Union will give the Company in writing the reasons for such action.
- (f) For employees with less than two (2) years seniority, a continuous lay-off of twelve (12) months or more will result in the termination of seniority. For those employees with seniority of two (2) years or more, a continuous lay-off of twenty-four (24) months or more will result in the termination of seniority.
- (g) Where an employee is absent from work for three (3) consecutive working days without having notified the Company and received permission to be absent in advance, unless the employee can demonstrate that he/she could not obtain advance permission.

## **SECTION 9**

### **Special Leave of Absence During Lay-Off**

- 9.01 During periods of lay-off, permanent employees may apply for special leave of absence if they have obtained steady work elsewhere. Such employees shall not be called for short periods of employment during the period of lay-offs, but they shall be required to comply with Section 8.01, paragraph (d), when they receive a formal recall.
- 9.02 The Company will not issue such formal recall unless the amount of work available is expected to last at least four (4) weeks, or unless there are no other laid-off permanent employees available.
- 9.03 Employees who are granted special leave of absence will be required to pay Union Dues during the period of leave.

## **SECTION 10**

### **Lay-Off and Recall**

- 10.01 In the case of a lay-off, Temporary Employees, if any, and then Probationary Employees, and then Permanent Employees shall be laid off by department, with the exception of skilled tradespersons whose services are mutually deemed to be essential for the efficient operation of the Company. Laid off employees will be allowed to replace more junior employees in other departments provided the employees exercising such rights have the skill and

ability to do the job. Employees who exercise these rights would do so for the period of lay-off only and their security in the original department would not be affected.

- 10.02 Except in the case of extreme emergency, the Company will give permanent employees who are to be laid off notice on the bulletin boards three (3) working days prior to lay-off. If the employee is on leave of absence, or absent through sickness or on Worker's Compensation at the time of lay-off, the employee shall be subject to the lay-off provisions the same as if he/she were on active status.
- 10.03 Any employee who is laid off or continues to be laid off in violation of seniority must present a claim, in writing, to the Human Resources Department within three (3) working days from the date of notice of such employee's lay-off, otherwise it shall be deemed that compensation for time lost arising out of any wrongful lay-off is waived. The Company will promptly determine the merits of written claim and if it is found that the lay-off was unjust the affected employee will receive their straight time lost during such lay-off.
- 10.04 When rehiring takes place in any department, the reverse of Section 10.01 will be followed (i.e. laid off permanent employees will be recalled in order of their seniority within that department). In the event that additional employees are required by that department, then permanent laid off employees holding seniority in another department will be recalled in the order of their seniority. Permanent employees recalled to work in another department will not transfer their seniority rights to the department in which they are recalled except as provided for in Section 11.
- Employees who hold top departmental seniority pursuant to Article 7.07, and who are laid off will be recalled in order of seniority.
- 10.05 Notification of recall shall be made by telephone first, then in writing by registered mail or courier, to the last telephone number or address that the employee shall have recorded with the Company, and the SEIU Labatt Representative shall be notified thereof. It shall be the responsibility of the employee to keep the Company and the Union notified of his telephone number and address so that he may be contacted.

## **SECTION 11**

### **Transfer and Work Assignments**

- 11.01 In the event of a permanent transfer of an employee from one department to another, the said employee shall retain their accumulated seniority in the new department.
- 11.02 Employees may at any time apply for transfer from one permanent job to another, within their department, or from one department to another, relating to jobs within the bargaining unit. An employee may also apply for transfer

from one department to another for health reasons, providing Management and Union mutually agree this is a valid reason for application.

- 11.03 Employees who apply but are not selected may discuss their application with the Department Manager concerned and if still dissatisfied may file a grievance commencing at Step 2.
- 11.04 Employees who voluntarily relinquish a higher hourly rated job for a lower rated job cannot return to the former job, except as provided for herein.
- 11.05 An employee transferred at their request to another department or to another job or shift in their department shall not be permitted to request another transfer unless he/she has spent twelve (12) months in that department, job or shift. This restriction shall not prevent an employee from applying for a posted day job at any time.
- 11.06 In assigning employees to daytime jobs, the senior employees shall be given preference if able and willing to do the job. A daytime job refers to a job where there is no shift work.
- 11.07 If any employee requests a transfer to a lower rated job because of personal preference, he/she will, if the transfer is made, be paid at the lower rate.
- 11.08 If any employee is transferred on the initiative of the Department Manager (and not because of a request of the employee) for the efficiency of the department, for his/her own good, or because of undisputed disability, he/she will be paid at the lower rate unless the employee has had at least seven (7) years' service, or one (1) year continuous employment at the higher rate and in such case the employee will retain their rate until such time as the job rate exceeds the rate being paid. Thereafter, the employee will be paid the contract rate for the job.
- 11.09 In the event that such a transferred employee is retransferred to their original department before August 1st of the following year for production work, the employee will be paid the higher rate for the balance of the calendar year in which he/she was transferred plus a maximum of ten (10) months.
- 11.10 The Company will arrange the work schedules of the following Union Executives such that they will be listed to work on the "A" shift:
- Packaging Executive
  - Staging Executive
  - Brewing Executive
  - Maintenance Executive
  - Vice President

It is further agreed that the Union can specify any of the above Union Executives be included in the normal shift rotation for his/her position within their Department.

The Company will post a Steward on each shift crew in the Packaging Department. This work assignment will be based on the list of Stewards submitted to the Company by the Union.

- 11.11 Nothing in this Section shall affect the right of the Company to assign employees where necessary in order that the efficiency of the department is not impaired. Should an employee who has been transferred at their own request as outlined in Section 11.02 be required to work in other areas because of production requirements, the employee will be returned to their regular shift or department when normal conditions exist. This will not affect the employees right of transfer as noted in Section 11.02 above.
- 11.12 With the exception of Maintenance Mechanics who are covered independently herein, employees transferred or assigned temporarily to a job paying a higher rate of pay will be paid at the higher rate for all hours worked in the higher rated job. This section does not include employees while on work stabilization or a defined training program.
- 11.13 If at any time it becomes necessary to make transfers because of lack of work or departmental reorganization the following procedure will be followed:
- (a) The employee affected will first replace an employee with less seniority in his/her department, providing he/she has the ability and qualifications to perform the work.
  - (b) If there is no one with less seniority in the department, or, if they should lack the ability and qualifications, they may then exercise their right to replace employees with less seniority in other departments. At the time of the transfer the Company will advise the employee and the Union as to whether the transfer is temporary or permanent.
- After the employee is advised that he/she has been permanently transferred, he/she may submit a request for transfer to job vacancies as specified in Section 11.02.
- 11.14 (a) The Company must supply adequate manpower in all operations in all departments at all times so that an employee will not be required to perform more than a fair day's work.
- (b) Clause (a) shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair days work and accordingly changes in an employee's work load may be made so long as the resulting situation is not a violation of Clause(a).

- (c) Whenever changes are to be introduced, which may affect bargaining unit personnel, the Company agrees to notify the Union as soon as it is practicable prior to finalization of plans. A meeting will be arranged with the Union to discuss an appropriate disposition of the employees affected.

#### 11.15 **Classifications During Overhaul**

When a scheduled overhaul is planned and lay-offs are avoided through work stabilization, a list of selected employees to support the mechanical trades will be made by Management. Selection will be based on aptitude and ability for work. Compensation will be based on the following criteria:

- (a) Employees assigned to work with Maintenance Mechanics to perform jobs requiring mechanical skills will be paid a premium of \$1.00 per hour for such work.
- (b) Employees assigned to work with Maintenance Mechanics or Painters to do routine general maintenance or painting work will receive the premium of \$1.00.

It is understood that the number of employees qualifying for the \$1.00 premium is dependent upon the circumstances prevailing at the time the Company requests additional supporting staff for the mechanical trades.

It is also understood that, from time to time, there may be employees selected whose aptitude and ability to do the work assigned to them is to be assessed. Whenever this circumstance occurs, the employees will receive the premium of \$1.00 for a period not to exceed eight (8) weeks.

It is also understood that employees who are assigned to other work stabilization jobs outside the Maintenance Department in order to avoid lay-off will be paid their regular rate.

The Company agrees to supply the Union with names of those employees who when performing work that required the use of their additional abilities would receive the premium of \$1.00. This list will be updated from time to time as employees show their ability.

### **SECTION 12**

#### **Promotion and Vacancies**

- 12.01 Promotions or allocations to better paid permanent jobs within the bargaining unit shall be based on seniority provided that the applicants have the ability and are qualified and considering the efficient operation of the Company. It is agreed that culpable absenteeism and disciplinary record may be factors in determining whether or not an applicant has the ability and qualifications to be awarded a job pursuant to this article. In the event that a senior employee

lacks necessary training, the Company will arrange to give the necessary training whenever in the opinion of the Management, this is practicable.

- 12.02 Except in the Packaging Department, the Company agrees to post for fifteen (15) working days all vacancies for permanent jobs in the bargaining unit. The Company is not obligated to consider applications which are received after the expiration of the fifteen (15) working days.
- 12.03 All permanent vacancies will be posted on all plant bulletin boards and will set out the nature of the job, the qualifications required, and such other information as may be necessary. All permanent employees may apply for such jobs.
- 12.04 The Company agrees to fill such vacancies from the list of applicants subject to the provisions set out in "Section 12.01" above. If a vacancy cannot be filled from the list of applicants, the Company may select another candidate.
- 12.05 The Company shall have the right to fill vacancies temporarily pending a permanent appointment to the position.
- 12.06 Upon appointment to a new position, the selected employee will undergo the normal three (3) month probationary period, but such period may be extended in specific instances after discussion and agreement with the Union. If an employee demonstrates that he/she will not qualify within the probationary period, he/she may be required to return to their former position before such time without prejudice and without loss of seniority.
- 12.07 The selected employee may, within the above probationary period, request a return to his/her former position if he/she provides reasons satisfactory to the Company for such request. In the event that the employee is permitted to so return, he/she shall not be eligible to apply for any further posted jobs for a period of one year from the date of his/her return to their former job. This restriction shall not prevent an employee from applying for a posted day job at any time.

**Line Manager and Other  
Non-Bargaining Unit Positions**

- 12.08 The same posting procedure for Line Manager positions will be followed except that the Company maintains the right to invite other applicants. All Line Manager appointments shall be posted on bulletin boards as soon as the appointments are decided on and before the appointee assumes their new duties. It is agreed that before Line Manager appointments are announced, the Company will advise the Union of its selection but nothing in this section shall affect the right of any applicant having greater seniority to submit a grievance if he/she feels that they have been discriminated against as a result of such decision, but such grievance shall not be arbitrable.

- 12.09 With qualifications for the job being given full and prime consideration, employees having the greatest seniority shall be given preference for promotions to Line Manager positions.
- 12.10 The Company may post other job opportunities outside the bargaining unit to give Union members an opportunity to apply but the postings of such jobs shall not be considered a contractual matter or governed in any way by the terms of this Agreement.
- 12.11 If a permanent employee transfers to a non-bargaining unit Company position he/she will continue to pay Union dues for a period of six (6) months from the date of their transfer, the employees seniority in the bargaining unit shall be frozen as at the date of their transfer, and the employee will forfeit his/her seniority in the bargaining unit unless he/she transfers back to the bargaining unit within six (6) months from the date of the transfer. The Company will deduct the required dues and remit them to the Union.
- 12.12 Withdrawal cards will be issued free by the Union to those who qualify under the constitution and By-Laws of the Union.
- 12.13 If an employee from the bargaining unit is selected for a position outside the bargaining unit the normal probationary period will be three (3) months, but such period may be extended in specific instances after discussion and agreement with the Union. If an employee demonstrates that he/she will not qualify within the probationary period, the employee may be required to return to their former position before such time without prejudice and without loss of seniority.
- 12.14 The procedure for filling temporary Line Manager positions will be the same as for permanent non-bargaining unit vacancies. While working in such a position, bargaining unit employees will be paid the rate as set out in the Wage Classifications as "Group Leader".

## **SECTION 13**

### **Reprimands, Suspensions and Dismissals**

- 13.01 In the event of a decision by the Company to dismiss an employee who is a dues-paying member of the Union, such decision shall immediately be subject to review by the Company and the Union, and shall, if desired by either party, be treated as a grievance in the third step of the grievance procedure in Section 15 of this Agreement. Failing a mutually satisfactory agreement as to justification for dismissal within two (2) working days from the date such dismissal took place, the matter shall be carried through the remaining steps of the grievance procedure. The Company and the Union may mutually agree in writing to extend the two (2) day time limit referred to above.



- 13.02 In any hearing conducted as a result of the terms of the foregoing paragraph, the employee concerned and the Management Representative on whose initiative disciplinary action is being taken, shall both be present.
- 13.03 No employee shall be reprimanded, suspended or dismissed except in the presence of a Shop Steward or a Union Executive member. In dismissal cases, the Union President or his/her nominees must be present. An employee may be sent home pending possible disciplinary action. The employee will be given a fair and just hearing before any disciplinary action is taken. In all cases, confirmation of the disciplinary action taken and the reasons for such action will be given to the employee, the Union President or his/her nominee within two (2) working days of the date of the imposition of the discipline.
- 13.04 No employee shall be reprimanded, suspended, or dismissed later than five (5) working days (excluding Saturday, Sunday and Statutory Holidays) after the alleged offence, or after the discovery of the alleged offence, unless this time is extended by agreement, in writing, between the Company and the Union Executive. Reasonable time extensions will be granted if requested.
- 13.05 If it is found that an employee has been unjustly discharged or suspended, such employee shall be reinstated with pay from the date of his/her discharge or suspension, subject to the provisions in article 15.06.
- 13.06 Proper disciplinary action to be taken will be determined by the gravity of the offence and the time elapsed since the last offence. If an employee has not been formally disciplined for an interval of twelve (12) months or thirty (30) months in the case of suspension his/her previous offences will not be referred to in the event that further disciplinary action is necessary. Any continuing punitive action taken at the time the employee was disciplined will cease at the expiration of the time limits set above.

## **SECTION 14**

### **Sickness or Disability**

- 14.01 Sickness or disability resulting from an accident shall not in itself be cause for dismissal. Upon recovery, an employee who has been sick or disabled shall return to her/his former position provided he/she is capable of performing these duties. If unable to perform her/his regular duties, the Company will assign him to work which he/she is able to perform if such work can be provided.

This clause shall also apply in the event of a driver who is required to have a Class AZ license and loses her/his license on account of failing to meet Government standards for a Class AZ license. This will not apply in the event of the loss of a driver's license for any other reason.

To facilitate the early and safe return to work of an employee, the Company and the Union will follow the process flow diagrams of July 18, 2015 that were mutually agreed to between the Parties. It is understood that the Policy does form part of the collective agreement, however, it can be amended by mutual agreement of the Parties.

Employees are required to attend work as scheduled. When unable to attend, the employee must follow the call-in procedures as established within his department. He shall give the reason he is unable to attend work, date of his expected return if known, and the details as to where he can be contacted during his absence. An employee is required, if requested by the Company, to substantiate the reasons for any absence. An employee is required to advise the Company of any change in his expected date of return.

- 14.02 If, because of illness, a permanent employee is not able to complete their shift after having worked at least two (2) hours, he/she shall be sent home and shall be paid from his sick leave bank in Article 17.03 for the balance of the shift. Should the employee have no hours remaining in his/her sick leave bank the hours not worked will be unpaid. In the case of an accident causing injury to a permanent employee so severe that the employee is unable to continue work, he/she shall be paid for the balance of the shift.

No employee will leave work without first reporting to their Line Manager and the Health Services Department whenever an attendant is on duty. The Company may require proof of illness by a doctor's certificate to be obtained at Company' expense, if any, by the employee whenever requested. The Company also undertakes to reimburse employees for out of pocket expenses relating to physician's forms necessary to claim benefits under the Welfare Plan.

#### 14.03 **Medical Exams**

In the event that the Ministry of Transportation requires a transport employee to undergo a medical examination, the Company will reimburse the employee for the full cost of such examination provided that:

- (a) The employee agrees to permit such examination to be conducted by a Company appointed physician;
- (b) In the event that the employee wishes to have such examination conducted by his family physician he may request approval in advance of such appointment from the Company for reimbursement.

Should an employee unilaterally decide to undergo the medical examination by a physician of his/her choosing, he/she will be responsible for all costs associated with such examination.

### **SECTION 15**

#### **Grievance Procedure**

15.01 An employee with a complaint will first discuss the matter with their Line Manager. The employee may choose to be accompanied by a Steward. Failing satisfactory resolve, the matter shall be submitted as a grievance to the procedure as herein provided.

15.02 A grievance is any controversy, complaint or misunderstanding or dispute arising as to the meaning, application or observance of any provision of this Agreement. All grievances must be submitted in writing at the First Step within ten (10) working days from the time that the alleged violation of the Collective Agreement took place.

Any grievance submitted in the First Step of the grievance procedure and required to go to Third Step, shall be promptly attended to, with a maximum of ten (10) working days between each step unless an extension is mutually agreed to.

15.03 The procedure for discussion of any grievances which may arise shall be as follows:

##### **FIRST STEP:**

Between the employees concerned, jointly with one or more members of the Grievance Committee, the Line Manager and the Department Manager (and/or designate).

##### **SECOND STEP:**

Between the employee concerned, jointly with one or more members of the Grievance Committee, the Department Manager (or designate), the Human Resources Manager (or designate), and the Director of Brewery Operations

(or designate). The Union may also choose to be represented by an executive member of the SEIU.

**THIRD STEP:**

If the Union does not agree with the Company's decision given at Second Step, the grievance may be referred to Arbitration under Section 15.05 within ninety (90) working days of the Second Step answer. Any grievance not referred to Arbitration within the time limit specified herein shall be considered to have been abandoned.

15.04 The Company guarantees to all employees that their standing within the plant, or with the Company, will not be prejudiced in any way because of their action in carrying complaints and grievances to higher management levels when there has been failure to settle such complaints and grievances satisfactorily through their immediate Line Managers.

15.05

- a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The Recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the Chairperson shall govern. The reasonable costs of such arbitration including the fees and expenses, stenographic services, etc., of the Chairperson, shall be equally shared by both parties to the Agreement and each party shall pay the expenses, if any, of its own nominee to the arbitration board.
- b) Nothing in clause a) prevents the parties to mutually agreeing to mediation process at third step.

## **Modification of Penalties**

- 15.06 Where an arbitrator or arbitration board determines that an employee has been discharged or otherwise disciplined by an employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or arbitration board may substitute another penalty for the discharge or discipline that seems reasonable in the circumstances.

## **SECTION 16**

### **Work Stoppages**

- 16.01 There shall be no strikes or lockouts so long as this Agreement continues in effect.
- 16.02 In the event of any stoppages of work, the Union agrees that such Union members as may be required to protect and maintain Company property in operating condition, to protect products from damage, and to maintain, operate and protect essential services, such as water, power, heating, sanitation, fire protection and security services, shall be permitted to perform such work.

## **SECTION 17**

### **Welfare Plan**

- 17.01 The Company will provide a Welfare Plan and a Pension Plan for its employees, the particulars of which, are set out in policies and other documents carrying such plans, and the details shall be summarized in the printed Agreement booklet following the signature page.

The employee's share of any Employment Insurance Premium Rebate will be retained by the Company to offset a portion of the cost of benefit improvements contained in this Agreement.

### **Uniform Supply**

- 17.02 The Company undertakes to continue its present practice with respect to uniform supply for permanent employees.

### **Safety Shoes**

- 17.03 It shall be compulsory for all employees to wear safety shoes or safety boots. The Company shall provide each employee on the seniority list with safety shoes or safety boots on a replacement basis, at no cost to the employee on approval of their Line Manager. Employees not on the seniority list will have the opportunity to purchase safety shoes from the Company.

An employee who suffers or feels they can avoid pain or discomfort by greater cushioning and/or arch support may receive one of the following at no cost:

1. A special insert that gives exaggerated arch support and additional cushioning. This is called a "Work Authority Mega Comfort Insoles".
2. A more generally cushioned insert for those who feel that the insoles that come with the new boot do not offer adequate cushioning. \*\*or equivalent.

You may request either of the above at the time of boot replacement or when the original becomes worn.

### **Sick Leave**

- 17.04 On each January 1st, forty-eight (48) hours (at employee's base rate) will be credited to a sick leave bank for each permanent employee. These credits will be used to offset loss of pay for working days not covered by the insured Weekly Indemnity benefit. Any unused portion of the sick bank will be paid at the rate of one and one-quarter (1.25) times to the employee on the last payday before Christmas. A complete explanation of the sick leave plan shall be summarized in the printed Agreement booklet following the signature page.

### **Health and Safety**

- 17.05 The Company must institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. All employees must adhere to safe working practices.

The Company and the Union also recognize their obligations regarding the Employee Assistance Program.

- 17.06 The Company and the Union agree to maintain the established Joint Health and Safety Committee (JHSC) in accordance with the Occupational Health and Safety Act and its regulations. The JHSC shall meet monthly unless otherwise agreed to by the Co-Chairs of the Committee.

The Union shall select all worker representatives as per the Act.

The Company will make every reasonable effort to facilitate the training of Safety Representatives in their duties as outlined in the Occupational Health and Safety Act and in conjunction with JHSC. This training may consist of both in-plant instruction and selected training off site. The Company agrees to pay the wages of the Union employees while attending such approved training.

### **Ambulance Services**

- 17.07 Should an employee incur an ambulance expense for oneself or one of their dependents which is not fully covered by O.H.I.P., the Company will reimburse the employee for such expense upon submission of the appropriate receipt.

## SECTION 18

### Wage Rates and Classifications

18.01 The following minimum scale of wages shall be paid to employees classified as seniority employees as of June 1, 2008 effective from the dates below:

<b>Table #1</b>	<b>Jan. 1 2016</b>	<b>Jan. 1 2017</b>	<b>Jan. 1 2018</b>	<b>Jan. 1 2019</b>
Operators	32.59	32.59	32.92	32.92
Truck Drivers ( <i>60 km radius</i> )	32.88	32.88	33.21	33.21
Janitors	32.55	32.55	32.88	32.88
Retail Store Employees	23.94	23.94	24.30	24.54
Trades	38.51	38.51	38.90	38.90

<b>Table #2</b>	<b>Jan. 1 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>
Operators	33.25	33.25	33.58
Truck Drivers ( <i>60 km radius</i> )	33.54	33.54	33.88
Janitors	33.21	33.21	33.54
Retail Store Employees	24.91	24.91	25.41
Trades	39.29	39.29	39.68

When an employee is temporarily assigned as a Group Leader, he receives a premium of 10% of his base wage.

#### Employees Acquiring Seniority After June 1, 2008

<b>Jan. 1 2016</b>	<b>Jan. 1 2017</b>	<b>Jan. 1 2018</b>	<b>Jan. 1 2019</b>	<b>Jan. 1 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>
\$23.94	\$23.94	\$24.30	\$24.54	\$24.91	\$24.91	\$25.41

#### Maintenance employees Acquiring Seniority after July 18, 2015

<b>June 18 2015</b>	<b>Jan. 1 2016</b>	<b>Jan. 1 2017</b>	<b>Jan. 1 2018</b>	<b>Jan. 1 2019</b>	<b>Jan. 1 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>
\$29.00	\$29.00	\$29.00	\$29.44	\$29.73	\$30.18	\$30.18	\$30.78



	<b>JUNE 1 2016</b>	<b>JAN 1 2017</b>	<b>JAN 1 2018</b>	<b>JAN 1 2019</b>	<b>JAN 1 2020</b>	<b>JAN 1 2021</b>	<b>JAN 1 2022</b>
Temporary Rate	17.11	17.11	17.11	17.11	17.28	17.28	17.28

A lump sum payment of \$500 will be made to all seniority employees on the seniority list on the date below. The payment will be on the 1<sup>st</sup> pay period of the following years: January 1<sup>st</sup> 2017, 2019 and 2021.

### **VARIABLE COMPENSATION (PERFORMANCE BONUS)**

#### **Principles for the Variable Compensation Program:**

This plan applies to full-time, active seniority employees only.

The performance bonus will be calculated based on the base hourly rate multiplied by the active hours worked to a maximum 2080 hours in a calendar year. For greater

Clarity, active hours worked does not include hours lost due to layoff, WI, WSIB, LTD, sickness, or leave of absence.

Payout will be made in the form of a one-time annual lump sum coincident with payment of the salaried employee performance bonus which is presently paid in April of the following year and will be subject to normal statutory deductions.

This variable component will not be included in the base hourly rate for any calculation.

The annual amount of the percentage bonus opportunity will be as follows:

- (i) Employees with a seniority date which pre-dates June 1, 2008 (Including skilled trades post June 1 2008 and pre July, 18 2015 & 2 hybrid pkg. employees):

Year starting January 1, 2016	Up to 6%
Year starting January 1, 2017	Up to 7%
Year starting January 1, 2018	Up to 7%
Year starting January 1, 2019	Up to 7%
Year starting January 1, 2020	Up to 8%
Year starting January 1, 2021	Up to 8%
Year starting January 1, 2022	Up to 8%

- (ii) Employees with a seniority date acquired after June 1, 2008:

Year starting January 1, 2016	Up to 8%
Year starting January 1, 2017	Up to 9%
Year starting January 1, 2018	Up to 9%
Year starting January 1, 2019	Up to 9%
Year starting January 1, 2020	Up to 9%
Year starting January 1, 2021	Up to 9%
Year starting January 1, 2022	Up to 10%

For greater clarity, the following will apply for partial years of work:

- (a) Termination  not eligible for any payment
- (b) Resignation  not eligible for payment
- (c) Retirement  pro-rated based on number of hours worked (including vacation) within the calendar year
- (d) Layoff/closure  pro-rated based on hours worked within the calendar year

How the calculation works:

Management will determine a list of common targets in each calendar year.

Each target will be weighted with the sum of all targets equal to 100%.

Results will be based on full calendar-year performance and each target will be either achieved in full or considered not achieved (no partial completion).

The sum of the achieved targets will determine the overall percentage achievement for the entire brewery and logistics group. The Retail Store Operation will have its own targets established.

The bonus will be calculated as follows:

1. Number of active hours worked (as defined above)  
multiplied by
2. Base hourly rate  
multiplied by
3. Percentage bonus opportunity  
multiplied by
4. Percentage achievement of annual targets

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

- 18.02 Employees shall qualify for shift premium at the rate of 60 cents per hour for afternoon shifts and \$1.00 per hour for midnight shifts. The 60 cents per hour will be paid for all work performed on shifts commencing on or between the hours of 9:01 a.m. and 4:59 p.m. and \$1.00 per hour for all work performed on shifts commencing on or between the hours of 5:00 p.m. and 5:59 a.m. This shift premium shall not be deemed part of the regular rate of pay in the calculation of Overtime, Statutory Holiday, or Vacation Pay.

### **Maintenance Mechanics Classifications**

- 18.03 Employees in the Maintenance Department must be willing to exercise job leadership with work stabilization employees and may be assigned to any type of work which is required in the plant when not required in their regular trades.

18.04 The following criteria will be in classifying maintenance personnel:

**Maintenance Mechanics** refers to the highest trained person who shall have had the proper training and experience according to plant maintenance requirements. If tradesperson, they must be capable of skilfully doing any plant maintenance job within their trades without supervision and be regularly employed at such, and be capable of directing the work of other Maintenance employees.

The position of oiler and utility will be paid as an operator wage rate plus a premium of \$1.00 per hour.

## SECTION 19

### Hours of Work and Overtime Pay

19.01 Eight hours (seven hours work, plus rest periods or lunch time) shall constitute a day's work and five (5) eight (8) hour days shall constitute a week's work. Where shifts are necessary, they will be rotated whenever possible as a plant policy. All work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one week shall be paid for at the rate of time and one-half. Any work in excess of eleven (11) hours in one day shall be paid at the rate of double time. In a calendar week in which one or more plant holidays is observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays (as listed in Section 20).

On behalf of the employees the Union consents to the following hours of work. 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 to hold meetings with employees and shall be limited to 15 meetings per employee per year, effective January 1, 2009. 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. The extra hour, when scheduled, will generally be used for training, education and/or communication.

Effective January 1, 2009 a representative of the Union will be allowed 10 minutes during the meeting (not to exceed 15 meetings per year) to address employees provided that he/she submits agenda items for discussion to the Line Manager the week before the meeting is held and such agenda items are approved by the Department Head.

19.02 Hours of work in the Brewing Department, Maintenance Mechanics and Shipping and Receiving Departments, must necessarily fluctuate with Production and Processing requirements. The objective of the Company shall be to schedule as many employees as possible on five (5) consecutive

days in each week. Saturday will be a premium day with pay at the rate of time and one-half for all hours worked.

- 19.03 For production employees in the Packaging Department and Truck Drivers, other than Highway, the work week shall consist of five (5) eight (8) hour days Monday to Friday, (C, A or B shift) and any work performed on Saturday will be paid for at the rate of time and one-half.
- 19.04 Employees in the Garage and Bottling (excluding Local Truck Drivers and Production employees) Departments will be regularly scheduled to work on five (5) consecutive days commencing Monday, Tuesday, or Wednesday.
- 19.05 The Company will endeavour to schedule work on the Monday to Friday work week for as many other employees as practicable.
- 19.06 The Company will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties. The Company agrees to notify the Union before making any changes in group, departmental, or plant work schedules. Tentative work schedules are to be posted one week in advance. Final weekly work schedules will be posted in the Maintenance Department by 11:00 p.m. on Wednesday night of the week prior.
- 19.07 Employees required to work on a Sunday or Statutory Holiday shall be paid at the rate of double time for all hours worked. Any work performed on a Sunday or Statutory Holiday after an employee has worked forty (40) hours in that week will be paid for at double time and one-half. In a week in which one or more Statutory Holidays occur, the work week will be reduced by eight (8) hours per Statutory Holiday for the purpose of calculating overtime for Sunday.
- 19.08 Any work performed after eight (8) hours on any one Sunday will be paid for at the rate of double time and one-half and work performed after eight (8) hours on any one Statutory Holiday will be paid for at the rate of triple time and one-half.

### **Call Back**

- 19.09 When an employee is called back to work after he/she has completed their shift, for a specific job, and before the one hour period preceding their next regular shift, the employee will be paid for the time worked at the appropriate overtime rate subject to a minimum payment of four (4) hours at such overtime rate for each call back.

Appropriate overtime rates mean time and one-half on Monday to Saturday, inclusive, double time on Sundays and Statutory Holidays, and triple time and one-half for hours worked on a Statutory Holiday in excess of eight (8) hours.

Any premium hours paid for under this clause will not be used for calculating overtime adjustment in relation to daily or weekly hours worked.

For skilled trades and below, Union and Management agreed to mutually identify opportunities of multi-skilling and the means of implementation in regard to:

Operators trained to perform “minor maintenance”

Skilled trades running of machines for set-up trial

With the understanding that for skilled trades and below, when an individual is “called back” within the two(2) hour period immediately preceding his regular start time, this will be paid as pre shift overtime with no four (4) hour minimum. In this case the individual will continue working into their regular shift.

### **Change of Work Schedules**

- 19.10 In the event an employee’s scheduled shift (i.e., A, B or C shift) is changed to another shift (A, B, or C shift) the employee will receive overtime rates for all hours worked during the first such changed shift worked.
- 19.11 If any employee reports for work on a scheduled shift without having been informed previously not to report, unless his/her failure to receive notice not to report is due to absence without just cause from their last shift, and less than four (4) hours work is available for the employee, he/she shall be given four (4) hours pay notwithstanding.
- 19.12 Employees who work overtime over and above their regular daily or weekly hours shall not be required to take time off to offset such overtime.
- 19.13 In the event an employee works overtime either prior to and/or after their regularly scheduled shift it is mandatory for the employee to have a minimum of eight (8) hours off duty seven (7) hours off duty in the event of a double back work opportunity) prior to the commencement of their next scheduled shift. This does not apply to a short term "call back" situation as described in “Article 19.09”.

The maximum number of continuous hours any employee may work is twelve (12) hours. Only in the event of an emergency will maintenance employees be allowed to work a maximum of sixteen (16) continuous hours. An emergency shall be defined as anything that interferes with production.

In the event a skilled tradesperson is required to work more than twelve (12) hours in any one day, he/she will be excused from work the succeeding day, if so desired, except in the case of extreme emergency.

- 19.14 If overtime is required, notice shall be given two (2) hours before the end of the employee's preceding shift, except for work required to complete

production runs and in the case of emergency repair work required for the continuance of production. Where such notice cannot be given, overtime shall be on a voluntary basis. As far as possible, overtime work will be equally distributed among the permanent employees.

In the event that an overtime canvass fails to identify enough willing qualified employees, the Manager will fill the requirements with probationary employees first, then Temporary Employees.

If the above-stated procedure fails to satisfy the necessary staffing requirements, then qualified employee(s) with the least amount of seniority be required to work.

The Line Manager and the Department Union Representative will work in conjunction to ensure Overtime Canvassing and Scheduling is properly completed.

### **Relief during Overtime**

- 19.15 If an employee is scheduled to work at least two (2) hours in addition to their regular shift the employee shall be allowed an additional fifteen (15) minute rest periods at the beginning of the overtime period and every two (2) hours of overtime worked thereafter. If an employee is required to work overtime for any reason and is not notified of the duration, he/she shall be given a fifteen (15) minute break at the beginning of the overtime period.

### **Paid Lunch**

- 19.16 Employees who are required to work as much as three (3) hours overtime continuous with their regular shift shall be granted a meal allowance of five dollars (\$5.00).

Effective January 1, 2005 the meal allowance will be six dollars (\$6.00).

- 19.17 Before calculating any overtime payment for hours in excess of forty (40) in a week, any hours for which premium payment has been payable shall first be deducted from the total hours worked.

## SECTION 20

### Statutory Holidays

20.01 The Company will observe the following plant holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
January 2 <sup>nd</sup>	Family Day

These holidays will be observed on the following dates:

#### Plant Holiday Schedule

	2016	2017	2018
Family Day	Mon Feb 15	Mon Feb 20	Mon Feb 19
Good Friday	Fri Mar 25	Fri Apr 14	Fri Mar 30
Easter Monday	Mon Mar 28	Mon Apr 17	Mon Apr 2
Victoria Day	Mon May 23	Mon May 22	Mon May 21
Canada Day	Fri Jul 1	Fri Jun 30	Mon Jul 2
Civic Holiday	Mon Aug 1	Mon Aug 7	Mon Aug 6
Labour Day	Mon Sep 5	Mon Sep 4	Mon Sep 3
Thanksgiving Day	Mon Oct 10	Mon Oct 9	Mon Oct 8
Christmas Day	Mon Dec 26	Mon Dec 25	Tue Dec 25
Boxing Day	Tues Dec 27	Tues Dec 26	Wed Dec 26
New Year's Day	Mon Jan 2 2017	Mon Jan 1 2018	Mon Dec 31 2018
January 2 <sup>nd</sup>	Tues Jan 3 2017	Tues Jan 2 2018	Tues Jan 1 2019

	2019	2020	2021	2022
Family Day	Mon Feb 18	Mon Feb 17	Mon Feb 15	Mon Feb 21
Good Friday	Fri Apr 19	Fri Apr 10	Fri Apr 2	Fri Apr 15
Easter Monday	Mon Apr 22	Mon Apr 13	Mon Apr 5	Mon Apr 18
Victoria Day	Mon May 20	Mon May 18	Mon May 24	Mon May 23
Canada Day	Mon Jul 1	Fri Jul 3	Fri Jul 2	Fri Jul 1
Civic Holiday	Mon Aug 5	Mon Aug 3	Mon Aug 2	Mon Aug 1
Labour Day	Mon Sep 2	Mon Sep 7	Mon Sep 6	Mon Sep 5
Thanksgiving Day	Mon Oct 14	Mon Oct 12	Mon Oct 11	Mon Oct 10
Christmas Day	Wed Dec 25	Fri Dec 25	Fri Dec 24	Mon Dec 26
Boxing Day	Thu Dec 26	Thu Dec 24	Thu Dec 23	Tues Dec 27
New Year's Day	Tues Dec 31 2019	Fri Jan 1 2021	Fri Jan 31 2021	Mon Jan 2 2023
January 2 <sup>nd</sup>	Wed Jan 1 2020	Thu Dec 31 2020	Thu Dec 30 2021	Tues Jan 3 2023



- 20.02 Employees on the seniority lists other than those laid off or on leave of absence will receive eight (8) hours straight pay for each of such holidays without being required to work on such days.
- 20.03 Probationary employees and Temporary Employees will be eligible for pay for Statutory Holidays provided they have worked at least five (5) days during the twenty (20) working days immediately preceding the Statutory Holiday; and, have been at work, as scheduled, the day before and the day after the said Statutory Holiday.
- 20.04 When a Statutory Holiday is observed during an employee's annual vacation, payment for the holiday will be made in addition to the employee's vacation pay. Such Statutory Holidays may be taken consecutively with the annual vacation provided that a request is made one month prior to the employee's vacation, and that the employee's Department Manager agrees to it. It is understood that permission will not be unreasonably withheld.
- 20.05 Penalty rates for employees working shifts on the holidays listed above shall be deemed applicable on the three shifts of the day in question, the holiday being defined for all purposes as commencing at 12:01 a.m. and ending at 11:59 p.m.

## **SECTION 21**

### **Vacations**

- 21.01 On May 1<sup>st</sup> each year, vacation leave will be established for all regular employees according to the following scale:
- (a) Regular employees who have achieved seniority, but less than three years of seniority as of May 1<sup>st</sup> □ 2 weeks.
  - (b) Regular employees who have three years seniority, but less than eight years as of May 1<sup>st</sup> □ 3 weeks.
  - (c) Regular employees who have eight years, but less than fifteen years of seniority as of May 1<sup>st</sup> □ 4 weeks.
  - (d) Regular employees who have fifteen years, but less than twenty years of seniority as of May 1<sup>st</sup> □ 5 weeks.
  - (e) Regular employees who have twenty years but less than twenty five years of seniority as of May 1<sup>st</sup> □ 6 weeks.
  - (f) Regular employees who have twenty-five or more years of seniority as of May 1<sup>st</sup> □ 7 weeks.
  - (g) Employees who reach their 3<sup>rd</sup>, 8<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, or 25<sup>th</sup> anniversary of employment will be eligible to receive their additional vacation week on May 1<sup>st</sup> of the vacation year in which the anniversary occurs.

(h) as of May 1<sup>st</sup> in each year, employees who have been in the employ of the Company for a period of twelve (12) months or more, but who have lost more than fifty (50) working days during the twelve (12) month period preceding May 1st for any reason other than illness verified to the satisfaction of the Company may at the employee's option, be given two weeks summer vacation with payment amounting to 4% of their earnings during the twelve (12) month period preceding May 1<sup>st</sup> or the employee may elect to work for all or part of such summer vacation time, but shall be entitled to receive 4% vacation payment.

21.02 Summer vacation shall be limited to two consecutive weeks which will be scheduled in a fifteen (15) week period to include the first week in June and the second week in September.

21.03 Work scheduled will be arranged in order that an employee will have sixteen (16) consecutive days when they take their annual vacation, unless the employee has elected to split his/her annual vacation.

21.04 (a) Vacations will be selected by seniority in the following manner:

<b>Department</b>	<b>By seniority within selection group</b>
Packaging	By department (See Appendix F)
Brewing	Brewhouse, Fermenting, Filtration
Warehousing	Entire department
Transport	Entire department
Packaging Maintenance	Mechanics, electricians, plumbers
Plant Services	Mechanics, electricians, plumbers

(b) **Maximum Away Per Week within Selection Group:**

The vacation week will start on Monday and end of Sunday (inclusive)

**Summer Vacation Period**

The summer vacation period will be defined as the 15 week period from the first Monday in June to the third Sunday in September inclusive. In all departments except Warehousing, the maximum number of employees away per week will be:

$$A \text{ (round up)} = \frac{\# \text{ of seniority employees} \times 2 \text{ weeks}}{15 \text{ weeks}}$$

In the Warehousing department, the maximum number of employees away per week will be calculated as above (A rounded up) plus:

3  in the eight (8) consecutive week period commencing on Monday of the week in which the July 1 holiday falls.

- 1  in weeks in June and September within the fifteen (15) week period.

**Off-Season Vacation Period**

The off-season vacation period will be defined as the last Sunday in April to the first Monday in June and the third Sunday in September to last Sunday in April. The maximum number of employees allowed away in the selection group will be determined and adjusted as follows:

$$B \text{ (adjust per below)} = \frac{\text{Total entitlement of all employees in group} - (A \times 15)}{37 \text{ weeks}}$$

<b>Department</b>	<b>Max away adjustment</b>
Transport	Round down B and add 1 in alternate weeks
Warehousing	Round down
Plant Services	Max 1 per week per trade
Brewing	1 per week per crew except Filtration which will receive 2 per week except Jan-Feb and Oct-Nov.
Packaging Maintenance	Round up B for plumbers For all other trades, B+1 with the exception of overhaul periods and the first week of operation following completion of the overhaul.

**Christmas/New Year's/March Break**

The maximum number of employees away per crew during the weeks of Christmas, New Year's and March Break will be as follows:

<b>Department</b>	<b>Max away Christmas, New Year, March Break</b>
Transport	Round up A
Warehousing	Round down B + 3
Plant Services	Round up A
Brewing	Round up A
Packaging Maintenance	Round up A

**(c) Selection Process:**

On February 1st of each year, the department will determine the projected entitlement of employees for the upcoming vacation year. Following this calculation, a vacation “grid” will be determined according to the calculations above. Following this calculation, selections will be selected as follows:

**First Selection Pass – Open Annual Vacation Selection**

Employees will select 2 weeks of annual vacation, by seniority, for any 2 week period of the vacation year up to the maximum permitted away in the department grid. Employees who elect to split their two (2) weeks of annual vacation (i.e. Non-consecutive weeks) will select their first week of vacation as usual and then must await the selection of two (2) consecutive weeks by other employees so choosing before they will be permitted to select a second week. The deadlines for applications will be as follows:

Deadline for posting department grid	Feb 1 <sup>st</sup>
Deadline for submission of annual vacations	Feb 15 <sup>th</sup>
Results of annual selections posted	Feb 20 <sup>th</sup>

**Second Selection Pass – Service Vacation for week of May**  
 **last week of September**

Posting and selection will be done as follows:

Deadline for service vacation applications	Feb 28 <sup>th</sup>
Posting of Final results for first selection period	Mar 15 <sup>th</sup>

Employees will be permitted to select, by seniority, some or all of their remaining service vacation week(s), up to the maximum permitted by the grid. Total weeks in the summer period (June 1-Sept 15) cannot exceed 3 weeks in total (annual and service).

Note: The Company has the right to schedule employees in that selection group (junior first one week at a time) into this period if the number of weeks of entitlement remaining at the end of this selection period exceeds the number of spots available in the third selection period.

**Third Selection Period – Service Vacation for week of October 1st**  
 **week before May 1st**

Posting and selection in this period will be done as follows:

Deadline for posting	August 1 <sup>st</sup>
Deadline for submission of forms	August 15 <sup>th</sup>
Results released	September 1 <sup>st</sup>

Employees will be able to select any remaining service vacation (depending on employee's entitlement) by seniority within the employee's selection group up to the maximum permitted by the grid. These selections can be in the remaining spots in this period if available. If an employee fails to submit a selection(s) for remaining vacation in this period, a selection will be made on their behalf.

**(d) Exceptions:**

1. Departments must administer selections according to the procedure above. However, departments may elect to select vacations in advance of the posting deadlines above and complete the vacation selection process in advance.
2. The department manager may approve exceptions to the annual grid above the prescribed number. Exceptions will apply to that year's grid only.
3. Employees are not permitted to trade vacations. Any changes to selection on the grid must be approved by the department manager. Should the selection process above result in a shortage of employees in key operations, the junior employees in that operation (s) will be given their next alternate choice (as per their selection form) in a week(s) where there is not a shortage in these key operation(s).
4. During periods of overhauls (any department), a maximum of 1 electrician and 1 mechanic may be away on vacation.
5. Employees off work due to illness during the selection period will be notified of the process and deadlines they must meet.
6. If an employee has been assigned to support an overhaul and has booked vacation around the overhaul, a change in the dates of the overhaul will create a situation where an employee has the option of changing their vacation to weeks where openings exist.
7. In weeks that are fully booked, no vacation (annual or service) may be cancelled unless there is a medical emergency. If annual vacation is cancelled, it shall revert to service status for re-booking purposes.

21.05 For each week of vacation leave an employee will receive forty (40) hours pay at their current hourly wage rate based on straight time.

21.06 Vacation Bonus: In addition to the normal vacation pay provided by Section 21.01, a vacation bonus for certain employees will be established on May 1<sup>st</sup> of each year when vacation leaves are established. Assuming that all service vacation leave will be paid for on the basis of wage rates then in effect vacation bonus will be paid at the commencement of the employee's annual vacation.

The vacation bonus will be calculated as follows:

- (a) Employees with three (3) years or more seniority as of May 1<sup>st</sup> will be entitled to a vacation bonus of 15% of their normal vacation payment.
- (b) New employees hired after July 18, 2015 will not be covered under this Article.

21.07 All termination's shall be handled on the following basis:

- (a) Employees who had received their vacation earned as of May 1<sup>st</sup> prior to termination shall receive a pro-rata payment of 4%, 6%, 8%, 10%, 12%, and 14% as applicable of earnings from May 1<sup>st</sup> to date of termination and effective January 1, 2013 earnings will exclude vacation pay and bonus previously paid.
- (b) Employees who had not received their earned vacation as of May 1<sup>st</sup> prior to termination shall receive their regular vacation pay in addition to a pro-rata payment of 4%, 6%, 8%, 10%, 12%, or 14% as applicable of earnings from May 1<sup>st</sup> and effective January 1, 2013 earnings will exclude vacation pay and bonus previously paid.
- (c) Probationary Employees and Temporary Employees shall be entitled only to vacation pay in accordance with provisions of the *Employment Standards Act*.

On termination, an employee will receive any vacation bonus to which he/she is entitled.

- 21.08
- (a) An employee continuously absent from work for a period in excess of 104 weeks shall not be entitled to any vacation entitlement thereafter until further entitlement is earned by resumption of active service.
  - (b) Near the conclusion of the vacation year, an employee with unused vacation entitlement who is then in receipt of Weekly Indemnity or Long Term Disability benefits and who has not been continuously absent from work in excess of 104 weeks shall:
    - (i) cease to receive such benefits and be placed on vacation leave until their unused vacation entitlement is exhausted; and,
    - (ii) resume receipt of disability benefits, if still qualified, once their vacation credits are exhausted;

An employee whose disability benefits are interrupted as described above, shall have their eligible benefit period extended by the number of weeks for which he/she has been placed on vacation leave by the Company pursuant to this clause.

## **SECTION 22**

### **Bereavement**

22.01 Should a death occur in the immediate family, Permanent Employees will be granted up to three (3) days off, at employee's choice, without loss of pay for normally scheduled work days to attend the funeral or make funeral arrangements. Immediate family includes husband or wife, mother or father, step parent, sister or brother, child, step child, mother or father in law, son or daughter in law, grandparents, grandchild.

Permanent Employees will be granted up to one (1) day off, at employee's choice, without loss of pay for normally scheduled work days to attend the funeral or make funeral arrangements for an aunt, uncle, niece or nephew, brother or sister in law.

Leave to attend the funeral of a non-relative may also be granted but without pay.

Proof of death may be required.

Days off above must occur within one week starting the day following the date of death. Unless the parties mutually agreeable to a reasonable extension to the time frame.

22.02 Permanent employees who serve as pallbearers at the funeral of a fellow employee shall be paid up to eight (8) hours regular pay for time not worked on a scheduled shift.

## **SECTION 23**

### **Jury Duty**

23.01 Should an employee be called for jury duty or as a Crown subpoenaed witness, the Company will reimburse the employee for the difference between jury pay (or conduct money) and wages equivalent to eight (8) hours of straight time pay at their regular rate for work time he/she has actually lost due to jury or witness duty. The employee shall present proof of monies received as jury pay or conduct money.

## **SECTION 24**

### **Educational Leave Of Absence**

24.01 The Company may grant a leave of absence without pay to employees who enroll in a University, or a Community College on a full time basis in order to pursue a recognized degree or diploma. In order to qualify for such leave of absence, an employee must have achieved at least three (3) years seniority with the Company as of their date of application for leave. While on leave of absence, the employee's welfare benefits will be discontinued and their

pension benefits and seniority will be frozen. The employee will have the right to return to work on a full time basis provided that he/she continues to meet the Company's qualifications for employment and provided that their seniority is sufficient. The employee will have no right to return to their former position until there is a vacancy in that department at which time the position will be filled in accordance with the procedures as set out in 'Section 12' of this agreement.

The Company agrees to offer to the employee a position in the bargaining unit during the summer vacation period or semester break provided that work is available and provided that the employee gives the Company at least one month's notice of their desire to return to work. During this period, the employee will be eligible for all the benefits of a permanent employee under the collective agreement.

An employee on such leave of absence will be required to renew their status annually. Failure to do so will indicate to the Company that the employee has resigned their position and therefore has relinquished all rights to return to work. Further, when the employee completes or quits their course of study he/she must reapply to return to work within one (1) week. Failure to do so shall result in deemed dismissal from employment.

## **SECTION 25**

### **Group Leader program**

#### **Philosophy and Term**

It is the Company's intention to provide opportunities to employees to function as Group Leaders (selection will be based on ability). These positions provide relief for vacation, sickness, training, seasonal line-loading requirements and mutually agreed-upon special projects. Use and timing of Group Leaders will be communicated and mutually agreed to consistent with the intent of this letter.

A Group Leader term is defined as four (4) years. Should the position continue to be required, Group Leader positions will be posted upon the expiry of the four (4) year term. A posting will be put up immediately after ratification to replace existing Group Leaders who have been in place more than the four (4) year term if the Company continues to need that Group Leader position filled.

Upon completion of any term, and providing a need exists, a new posting will be initiated. Employees with Group Leader experience may re-apply, however, preference will be given to new applicants who possess the required qualifications.

#### **Training**

The department will clearly review the position requirements and training needs with the successful candidate.

#### **Authority**



The Company does not expect Group Leaders to discipline bargaining unit employees. The Group Leader should seek immediate assistance (shop steward or other) if the Company's product quality or safety standards are jeopardized.

It is also understood that Group Leaders will not perform bargaining unit work.

### **Performance Reviews**

Throughout the term, performance reviews will take place. In the event a Group Leader fails to meet the Departments' performance standards he/she will be advised of such, with the possibility of disqualification from the Group Leader position.

The Department Union Executive's input will be solicited in preparing the performance review.

## **SECTION 26**

### **Guaranteed Wage Plan**

26.01 The Guaranteed Wage Plan, which is a supplement to this Agreement, is intended to provide assistance for those eligible employees who have four (4) or more years of seniority who are laid off as a result of the application of the foregoing lay-off clauses, and is not to be construed as authorization to alter existing practices.

Employees hired after July 18, 2015 will not be eligible to participate in the Guaranteed Wage Plan.

## **SECTION 27**

### **Separation Pay**

27.01 A regular employee shall be entitled to separation pay as set out in subsection 27.03 provided he/she has not been excluded by subsection 27.02 and provided the employee meets any of the following eligibility provisions:

- (a) if the employee is terminated for a reason other than set out in subsection 27.02;
- (b) if the employee is laid off and on any date during their layoff the hours scheduled for the employee during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided they are not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term disability Plans;
- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he/she

may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;

- (d) if the employee is ultimately designated for indefinite layoff as a result of a major technological change as provided in Section 29.02;

An employee eligible for a separation payment hereunder must apply for it not later than six months after he/she first become eligible therefore, otherwise their right to such payment shall be cancelled.

Notwithstanding the above if the Company permanently discontinues an operation, an employee laid off as a result thereof must apply for and shall receive any separation pay to which he/she is entitled without waiting the six month period.

27.02 Notwithstanding subsection 27.01, an employee shall be excluded from separation pay eligibility if:

- (a) the employee quits;
- (b) the employee is terminated for just cause;
- (c) the employee is terminated under Section 8 of the Collective Agreement;
- (d) the employee has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
  - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
  - (ii) the direction or decree purports to change the method of beer retailing within the Province;
- (e) the employee has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- (f) the employee is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff;
- (g) the employee is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the *Worker's Compensations Act*;
- (h) the employee is entitled to receive any pension under the Company or Government Pension Plan.

- 27.03 The amount of the separation payment of an eligible employee shall be equal to:
- (a) one week's base earnings (computed on the basis of their hourly rate in effect as of time of layoff) multiplied by the number of their completed years of seniority (as used for vacation entitlement) as of the last day he/she actively worked in the Bargaining unit, plus
  - (b) for employees classified as probationary or regular employees prior to March 21, 1988, an additional Three Hundred and Seventy-five dollars (\$375.00) multiplied by their completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applied for separation pay at the time he/she first becomes eligible therefore shall have their separation pay under this part (b) calculated as one week's base earnings (computed on the basis of their hourly rate in effect as of the time of layoff) multiplied by the number of their completed years of seniority used in (a) above to a maximum of fifteen (15) years. If there is a permanent closure of a brewery, the fifteen (15) year maximum is replaced with a thirty (30) year maximum.
- 27.04 The Company shall be authorized to deduct from any separation pay payable to an employee hereunder the amount of any Guaranteed Wage Plan payment made to such employee which the employee was not entitled to receive.
- 27.05 If an employee applies for and accepts a separation payment hereunder, their employment is terminated and their seniority and other rights under the Collective Bargaining Agreement are cancelled.

## **SECTION 28**

### **Duplication Of Benefits**

- 28.01 An employee shall not receive wages or other allowances such as Holiday Pay, Vacation Pay, Weekly Indemnity, Long Term Disability, Workers' Compensation, or other similar benefits from more than one source for the same day or part day.

## **SECTION 29**

### **Technological Change**

- 29.01 In the event that, during this collective agreement, the Company plans to introduce a major technological change which it anticipates will directly result in the indefinite layoff of ten (10) or more regular employees, the following shall apply:
- 29.02 The company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification,

the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (c) herein.

29.03 The Company will meet and discuss with the Union the redeployment of the affected regular employees in accordance with the provisions of the collective agreement and the provisions as set out in the Guaranteed Wage Plan (GWP); and, in so doing, shall designate the employees to be indefinitely laid off;

29.04 During the first thirty (30) days of the notice period and prior to effecting any layoffs or separations under the Collective Agreement, the Company shall canvass employees eligible for special early retirement ('eligible employees') as to their willingness to elect special early retirement. Such eligible employees shall be approached within each group determined in paragraph (a) in order of seniority and, if they choose to take special early retirement within the above thirty (30) days thereafter, will receive a Technological Change Bonus (TCB). The TCB will be determined by dividing the total amount of the separation pay entitlement of all the employees designated for indefinite layoff in paragraph (b) above, by the total number of employees so designated. The number of special early retirees in any group who may receive the TCB will not exceed the number of jobs in that group which are to be permanently displaced by the technological change and, if a greater number of eligible employees in any group so elect to take special early retirement, the TCB will only be paid to the most senior of them.

29.05 If,

(a) the number of eligible employees in any group who elect to take special early retirement is less than the number of jobs in that group to be permanently displaced by the technological change,

Or

(b) the Company did not anticipate the number of layoffs but the introduction of the major technological change actually directly results in the indefinite layoff of ten (10) or more regular employees, the following provisions shall apply:

(i) the employees ultimately designated for indefinite layoff hereunder, will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and termination from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Section 26 hereto. If any of those employees were classified as probationary or regular employees prior to March 21, 1988, their separation payment

calculation shall include an additional One Thousand Dollars (\$1,000.);

- (ii) those employees designated for indefinite layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible for participation in the Guaranteed Wage Plan, shall receive the benefits provided for under that Plan. In addition such employees shall receive an additional eight (8) weeks of benefit entitlement under that Plan, subject to the following conditions:
  - a) an employee may use the additional eight (8) weeks of entitlement only once during their employment, and notwithstanding Section 8 of the Plan, the eight (8) weeks can never be restored;
  - b) the additional eight (8) weeks of entitlement shall be the first weeks used.

### **SECTION 30**

#### **Cost Of Living Allowance**

- 30.01 A Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacation and statutory holidays [in each calendar year on the first pay period following publication of the December consumer Price Index (1971=100) on the basis of \$.01 per hour for each full .3 change in the CPI in the year calculated by subtracting the CPI (1971=100) for the month of December from the CPI for the month of December of the previous year after adding thereto 4.5% of that previous year's December CPI index.]

### **SECTION 31**

#### **Letters of Understanding**

- 31.01 Attached to this agreement are letters of Understanding which will form part of the collective agreement. Any other documents which pre-date this collective agreement are not considered to form part of the collective agreement and do not create binding obligations on the parties.

### **SECTION 32**

#### **Duration and Revision of Agreement**

- 32.01 This Agreement shall remain in full force and effect from the effective date of January 1, 2016(unless specifically noted otherwise in the CBA) until December 31, 2022, and shall remain in effect from year to year thereafter, unless notice of not less than thirty (30) and not more than sixty (60) days

prior to the expiration of this Agreement is given by either party to the other party of their intention to revise or amend this Agreement.

**IN WITNESS** whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives,

Dated at LONDON this \_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNING FOR THE UNION:**

**SIGNING FOR THE COMPANY:**

\_\_\_\_\_  
Dave Bridger

\_\_\_\_\_  
Mario Pagé

\_\_\_\_\_  
Jeff Robinson

\_\_\_\_\_  
Chad Styles

\_\_\_\_\_  
Kevin Lomack

\_\_\_\_\_  
Alexandre Martel

\_\_\_\_\_  
Aaron Stapleton

\_\_\_\_\_  
Marc Bolduc

\_\_\_\_\_  
Matt Medina

\_\_\_\_\_  
Karen Gingrich

\_\_\_\_\_  
Matt Watson

\_\_\_\_\_

\_\_\_\_\_  
Dave Leblanc

\_\_\_\_\_

\_\_\_\_\_  
Mike Brown

\_\_\_\_\_

\_\_\_\_\_  
Bernard Marshall

\_\_\_\_\_

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Cam Nelson

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**APPENDIX "A"**

**Weekend Work Schedule**

**Memorandum of Agreement  
Re: Weekend Work Schedule**

**Between:**

**Labatt Breweries Ontario**

**and**

**SEIU Local 2.0n, Branch Local #1  
(London Brewery)**

During negotiations the parties agreed to the following terms and conditions of employment for employees who will be working a Weekend Shift Schedule. It is intended that the following will cover all conditions of employment, however it is recognized that certain provisions of the collective agreement will continue to be applicable to Weekend Workers. Where the provisions of the two agreements conflict, this Memorandum will prevail. Where this memorandum is silent, the provisions in the main body of the collective agreement will apply with any modifications necessary to give efficacy to this Memorandum. It is intended that a Weekend Schedule employee shall not be able to duplicate or pyramid any benefits or entitlements and that he/she should not enjoy terms and conditions of employment superior to those extended to eight (8) hour shift workers except as specifically set out in the Memorandum.

The parties agree as follows:

**1. Hours of Work and Payment**

The Company may implement a weekend work schedule consisting of two (2) twelve (12) hour shifts on each of Saturday and Sunday of any week.

Payment of twenty (20) hours pay will be made for each twelve (12) hour shift worked. Total pay is forty (40) hours at the employee's applicable straight time rate of pay.



## **2. Notice and Duration**

The Company will give affected employees two (2) weeks' notice of its intent to start the Weekend Work Schedule. Once started, if the WWF is interrupted there will be a minimum of three (3) weeks off before restarting.

WWF will be stopped for a minimum of three weeks unless during periods of overhaul where it will be stopped for two weeks. –

The Weekend Schedule shall be in effect for a minimum of six (6) weeks duration when worked during the months of May through August. During other months of the year, the Weekend Schedule shall be in effect for a minimum of four (4) weeks duration. Where the Weekend Schedule is put into effect in order to avoid the layoff of employees during overhauls, no minimum duration is required

## **3. Staffing**

The Company will post annually during the first sixty (60) days of the year for volunteers who wish to work the Weekend Schedule. Selection of employees will be based on seniority amongst qualified competent applicants. Successful applicants shall remain on the Weekend Schedule for one year. In the first year of operation, the Company will post for volunteers who shall commit to work the weekend for six (6) months.

Temporary Employee's will be used to supplement the seniority employee workforce. In the event that the company's needs cannot be filled with volunteers and Temporary Employees, the least junior, qualified competent employees will be required to work the weekend schedule.

Interviews for first time applicants will be conducted by management with representation from the Union present, and the purpose shall be to advise the applicant of the conditions of the position and provisions of this memorandum.

Employees who are on the Weekend Schedule will not be eligible for weekday overtime. Upon return to a weekday work schedule, such employee will be credited with the average overtime hours worked by employees in his overtime distribution group to that date.

Replacements for absent Weekend schedule employees will be drawn from the list of employees who have signified an interest in working Weekend Schedule but who are not currently assigned thereto. In the event that insufficient volunteers are found, the junior most qualified competent employee will be required to work. Payment for weekend time worked by replacement workers shall be in accordance with 'Article 19' of the Collective Agreement.

An employee who posts on to the Weekend Schedule may be granted advance permission by his supervisor to be absent from a scheduled shift provided that he has arranged an approved, qualified and competent replacement for himself/herself. His/her

replacement will pay the wages which the Weekend employee would have earned had he/she worked the shift in question.

#### **4. Lunch and Breaks**

In addition to the lunches and breaks stipulated in the Collective Agreement, Weekend Schedule employees will be entitled to an additional fifteen minute break.

#### **5. Weekly Indemnity/Sick Days**

For weekend employees eligible for weekly indemnity, the unpaid waiting period shall be one day i.e. 20 hours pay. For weekend employees eligible for the forty-eight (48) hours sick time bank, payment for shifts missed due to illness will be made on an hour for hour basis out of the employee's bank.

#### **6. Sudden Illness**

For seniority employees, the same qualifications outlined in 'Article 14.02' of the Collective Agreement shall apply. Lost hours for which the employee seeks compensation shall be deducted from the sick time bank.

Hours paid by the Company or deducted from the employee's bank will be at the rate of 1.67 times the employee's applicable hourly rate.

The Company reserves the right to remove a Weekend Schedule employee from such schedule if, in the Company's discretion, that employee's incidence of sudden illness is appreciably above the norm for Weekend Shift employees.

#### **7. Holidays**

Eight (8) hours holiday pay at straight time rates will be made to each eligible Weekend employee who qualifies for the holiday payment.

No premium payment will be made for work performed on the day observed as the holiday or the calendar day of the holiday. In keeping with the philosophy of the Weekend Schedule, the following will apply:

- |                       |  |
|-----------------------|--|
| <b>Monday Holiday</b> | <input type="checkbox"/> Weekend Work Schedule is Saturday and Monday with Sunday off. |
| <b>Friday Holiday</b> | <input type="checkbox"/> Weekend Work Schedule is Friday and Sunday with Saturday off. |

#### **8. Bereavement**

Leave shall be considered to start on the next working day immediately following the date of death and shall be a total of three (3) consecutive days.

As per article 22.01, an employee shall be compensated for up to twenty-four (24) hours (on the basis of 1.67 times his/her applicable straight time hourly rate for each hour missed) for scheduled weekend shifts missed the leave period described above.

### **9. Meal Allowance**

No meal payment to employees on the Weekend Schedule.

### **10. Shift Premium**

Shift premium shall be paid on the basis of actual hours worked in accordance with the provisions of "Article 18.02".

### **11. Vacation**

A week of vacation shall be comprised of a Saturday, Sunday and the remaining five (5) days of that week, with Sunday being the seventh day of the week.

### **12. Jury Duty/Crown Subpoena**

For lost scheduled weekend shifts, payment shall be at the rate of 1.67 times the employee's straight time hourly rate for each hour lost due to jury or Crown witness duty.

In the event that a weekend shift employee serves jury duty or as a crown witness during the Monday to Friday period, the following will apply:

One (1) day of service - no pay. Employee must work his/her weekend schedule.

Two (2) or Three (3) days of service - twenty (20) hours pay and employee must work one day on the weekend.

Four (4) or Five (5) days of service - Forty (40) hours pay and employee is not required to work.

In all cases, the determination regarding an employee's entitlement and obligations will be made with reference to the weekend which follows the employee's first day of service.

The requisite proof of service must be made by the employee in order to claim payment and any monies received by the employee for such service shall be deducted from the Company's payment to him or her.

### **13. Absenteeism**

Should a Weekend Shift employee experience absenteeism appreciably above the norm for Weekend Shift employees, the Company reserves the right to transfer such employee off the Weekend Shift Schedule. Such transfer will only be made after the employee has been given an opportunity to correct his/her attendance (meeting with Manager and Steward) to improve to the norm.



**APPENDIX "B"**

**Guaranteed Wage Plan**

**AGREEMENT** between Labatt Breweries Ontario, Division of Labatt Brewing Company Limited (London Brewery) and SEIU Local 2.0n, Branch Local #1.

**WHEREAS** the Company has entered into a Collective Agreement with the above named Union covering a bargaining unit in London.

**AND WHEREAS** the said Parties have agreed to make this supplementary Agreement which is to be a supplement to the said Collective Agreement, and any grievances arising out of the administration of this supplement may be dealt with under the Grievance Procedure of the Collective Agreement.

**NOW THEREFORE** the parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 1st day of September, 1991, or on any later date on which approval for continuation has been received from the Federal Government holding that:

- (a) The Plan meets the requirement of Employment and Immigration Canada with respect to Supplemental Employment Benefit Plans,
- (b) Payments by the Company pursuant to this Plan will be classed as deductible expenses for corporate income tax purposes, and,
- (c) The receipt by employees of the benefits provided by this Plan will not disqualify such employees from receiving any part of the Employment Insurance Benefits which they would otherwise be entitled.

**1. Purpose**

The purpose of this Plan is to provide a method of guaranteeing income to certain employees who are Laid Off.

**2. Eligibility for Participation in the Plan**

Regular Hourly Employees shall not be eligible to participate in this Plan until September 1<sup>st</sup> of the year following the employee's attainment of four (4) years of seniority.

Seniority employee hired after June 18, 2015 will not be eligible to participate in the Guaranteed Wage Plan.

### **3. Exceptions**

This Plan has no application to and provides no benefits for:

- (a) Employees who have been Laid Off for disciplinary reasons and if such Lay-Off is questioned under the Grievance Procedure of the Collective Agreement final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been Laid-Off because of any Strike, Lockout, Slow-Down, Picketing or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any of the Unions which were party to the Labatt Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations; unless
  - (i) The direction or decree is the result of an illegal act committed by the Company or one of its representatives; or
  - (ii) The direction or decree purports to change the method of beer distribution or beer retailing within the Province of Ontario; or
- (d) Employees who have been Laid-Off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.
- (e) Employees who are Laid-Off and who have arranged with the Company to take a Leave of Absence without pay for a specific period in lieu of their lay-off. These employees will be deemed to have opted out of the Plan for such period.

### **4. Disqualification for Benefits**

An employee who has been Laid-Off and who would otherwise be eligible for participation in the Plan shall not receive any payment under the Plan for any week:

- (a) In which the employee has been on Lay-Off and has failed to apply for Employment Insurance Benefits, or in which he/she has been disqualified or disentitled from U.I. benefits by any reason other than serving a two (2) week waiting period.
- (b) In which the employee has been on Lay-Off and has failed to keep themselves registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for E.I. Benefits or for reduction of E.I. waiting period.

- (c) In which the employee has failed or refused to accept employment deemed suitable for him/her by the Employment Insurance Commission.
- (d) In which the employee has failed to accept and report for any appropriate work assignment of at least one (1) normal working day unless excused for reasonable cause.
- (e) In which the employee is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.
- (f) After the employee has become entitled to receive any pension under the Company or Government Pension Plan.
- (g) In respect of which the employee is qualified for compensation from the WSIB for any compensable accident or illness.

## **5. Definitions**

For the purpose of this Plan:

"Wages" shall mean actual earnings for work performed and vacation pay, payment for any leave of absence with pay granted, e.g. Jury Duty, Bereavement Pay, Payment for Statutory Holidays and Call-In pay.

"Week" shall mean the Company's payroll week.

"Compensated and available hours" means as applied to any particular week for an employee:

- (a) All hours worked by the employee for the Company or for any other employer in such week, plus
- (b) All hours not worked by the employee in such week but for which he/she receives wages from any employer, plus
- (c) All hours scheduled in such week for an employee who is not on lay-off and which he/she has not worked for any reason other than lack of work, plus
- (d) All hours scheduled in such week for an employee who is on lay-off and which he/she has not worked for any reason other than lack of work after being given reasonable notice according to the established practice of the Company that such scheduled hours were available to be worked by him/her.

"Week of lay-off" means a week in which the employee's compensated and available hours are less than forty (40).

## **6. Benefits Provided for Laid-Off Employees**

Subject to the terms and conditions of the Plan as herein set out each eligible employee who is Laid-Off from the bargaining unit shall receive in addition to any wages earned in the week a benefit from the Plan for each week of Lay-Off calculated by determining the product of Items 1, 2, and 3 below and deducting from such product the amount of Item 4.

- 1) Seventy percent (70%) for eligible employees as herein above defined.
- 2) The straight time hourly rate of the employee in effect as of time of layoff.
- 3) The excess of forty (40) over the compensated and available hours of the employee.
- 4) The actual benefit, if any, for which such employee is eligible under the *Employment Insurance Act* for such week.

## **7. Welfare Benefits During Lay-Off**

An employee who is Laid-Off continues to participate in the Welfare Plan of the Company applicable to employees in this Bargaining Unit to the end of the month following the last month in which he/she has worked in the Bargaining Unit, or until the end of the last month during which he/she has drawn a benefit under this Plan, whichever is the later. Welfare Plan for the purpose of this section does not include the Pension Plan or the Company's insured Weekly Indemnity and Long Term Disability Plans which cover only indemnity for wages actually lost because of illness or accident.

An employee on Lay-Off who pursuant to the above, has ceased to participate in the Welfare Plan is restored to participation immediately upon completion of eight (8) hours work in the Bargaining Unit.

## **8. Duration of Benefits**

The maximum Benefit Entitlement of an employee at any time shall not exceed that benefit established in accordance with Table "A". However, the employee's actual benefit entitlement will be less than the maximum benefit entitlement if he/she has used any benefits and has not subsequently restored them. Weeks of benefits are restored based upon the formula of 1/10th of a week for each eight (8) full hours during which the employee earned wages from the Company up to the employee's maximum benefit entitlement set out in Table "A" below. No credits towards future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefits set out in Table "A".



**TABLE "A"**

**Duration of Benefits**

**Completed years of Seniority**

(determined as of the September 1<sup>st</sup> Immediately preceding their layoff)

	<b>Maximum Benefit Entitlement</b>
15 years or more.....	78 weeks of benefit
10 years or more.....	65 weeks of benefit
5 years or more.....	52 weeks of benefit
4 years or more.....	45 weeks of benefit
3 years or more.....	35 weeks of benefit

The maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing September 1st shall not exceed their Maximum Benefit Entitlement determined as of that September 1st in accordance with Table "A" above.

Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which he/she is on lay-off and in receipt of benefits for more than thirty-two (32) hours; and by 4/5ths of one week for each week in which he/she is on lay-off and in receipt of benefits for more than twenty-four (24) hours; and by 3/5ths of one week for each week in which he/she is on lay-off and in receipt of benefits for more than sixteen (16) hours; and by 2/5ths of one week for each week in which he/she is on lay-off and in receipt of benefits for more than eight (8) hours; and by 1/5th of a week in which he/she is on lay-off and in receipt of benefits for eight (8) hours or less; and his/her weeks of benefits shall also be decreased by one week for each week in which the employee is on lay-off but was disqualified for any of the reasons set out in subsections (a), (b), (c) and (d) of Section 4.

**9. Deductions**

Any payment made under this Plan shall be subject to any deductions required by Federal, Provincial or Municipal Authority or by the provisions of the Collective Agreement, or by voluntary authorization from the employee concerned.

**10. Applications**

Employees shall be required to observe such rules and follow such procedures and make such reports and applications as shall be prescribed by the Company after consultation with the Union. The willful falsification of any fact material to the determination of an employee's benefit rights under the Plan shall result in the forfeiture of any benefit rights he/she may have under the Plan for a period of twelve (12) months

subsequent to the discovery of such falsification, and this shall not preclude any other disciplinary action which may be imposed subject to the Grievance Procedure of the Collective Agreement.

## **11. Reporting**

The Company will make periodic reports to the Union weekly while employees are laid off and receiving benefits under the Plan and quarterly if no employees are on lay-off, giving the Union complete information as to the number of employees who have been laid off, the duration thereof, the payments made to each individual under the Plan, the number of ineligible and disqualified employees, and such other similar information as may be relevant.

## **12. Duration of Agreement**

This Agreement shall continue until August 31, 2023. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations but on the understanding that any amendments to this Agreement will not take effect any earlier than July 18, 2015.

**APPENDIX "C"**

**Group Insurance Plan  
From  
January 1, 2016**

**LONDON BREWERY WORKERS**

The Company's Group Insurance Plan provides substantial protection for you and your dependents through contracts underwritten by insurance companies. The description in this booklet is intended to give you a general explanation of the insured benefits but it should be understood that the master insurance contracts are the governing documents.

In addition to benefits under this Group Insurance Plan, hospital and medical benefits are available to you and your family under the government plans in effect in your province of residence and are payable in accordance with provincial regulations.

If you have any questions about your Group Insurance or if you require assistance in making claims, your Line Manager or Human Resources Department can give you the information you need.

**1. Schedule of Insured Benefits for Employees**

	<b>Life Insurance</b>	<b>Accidental Death &amp; Dismemberment Insurance</b>
Jan. 1, 2015	\$95,000	\$95,000

**NOTE:** *Employees not actively at work on the above-named dates shall have their coverage increased only upon their date of return to active employment.*

- Weekly Indemnity Benefit at 70% of your basic weekly earnings rate with benefits payable from first day of disability due to accident or fourth day due to illness, to a maximum of twenty-six (26) weeks per disability.
- Long Term Disability Benefit at 66 $\frac{2}{3}$ % of your basic earnings rate with benefits commencing when your weekly indemnity benefits cease.

## **For Employees and Dependents:**

- Semi-private hospital benefit: Reimbursement is 100%, After January 1, 2018 at 90% and after January 1, 2020 at 80%
- Major Medical: \$10 per person deductible or \$20 family deductible. The deductible will be eliminated as of January 1, 2018
- Dental care benefits at 100% for basic services to an annual maximum of \$1,000 per person, 75% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$7,000 per person
- January 1, 2018, dental care benefits at 90% for basic services to an annual maximum of \$1,000 per person, 50% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$5,000 per person
- January 1, 2020, dental care benefits at 80% for basic services to an annual maximum of \$1,000 per person, 50% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$5,000 per person

These coverage's are explained more fully in the following pages. The Accidental Death and Dismemberment Insurance, Weekly Indemnity, Semi-Private Hospital, Major Medical and Dental Care Benefits apply only to those accidents and sickness which are not covered by Worker's Compensation or similar legislation.

Please refer to the description of each type of coverage for an explanation of what happens when you retire or terminate service.

## **2. Who May Be Insured**

You and your Eligible Dependents become insured once you have attained seniority.

Any employee absent from work on the date he/she becomes eligible will not be covered until the day he/she returns to work. Any dependent who is hospitalized on the effective date of your insurance will not be covered until the day after release from hospital.

Dependents eligible for insured benefits are your spouse and unmarried children under twenty-one (21) years of age. Coverage will be continued for a dependent child beyond twenty-one (21) as long thereafter as the child is a full-time student attending an educational institution or on vacation therefrom. It is your responsibility to notify your Human Resources Department or Line Manager immediately of any change in your dependents.

Drug Plan coverage for dependants of deceased active employees will continue for nine (9) months.

You will be given an application form to complete and sign when you become eligible for this insurance. The full cost of this Group Insurance plan is paid by your Company.

### 3. Life Insurance

The amount of your life insurance is shown in the Schedule of Insured Benefits. In the event of your death from any cause your life insurance will be paid to the beneficiary you have named.

You may change your beneficiary at any time within the limits set by law by completing a form which may be obtained from your Human Resources Department.

The full amount of your Life Insurance will be continued during any period for which you are eligible to receive Long Term Disability benefits. If you become totally and permanently disabled your Long Term Disability benefits will continue until your normal retirement date, at which time your Life Insurance will be reduced to the same amount of insurance as is provided for employees who retire at the normal date, as explained in (a) below.

When you retire in accordance with the provisions of the Company's Pension Plan, your Life Insurance will be as follows:

- (a) Normal Retirement - the amount of your life insurance will be reduced to \$7,500 as of your date of normal retirement.
- (b) Partial Disability Retirement (before age 65) - the amount of your life insurance will be reduced to \$7,500 as of your date of partial disability retirement.
- (c) Special Early Retirement (before age 65) - if you have attained the age of 60 and have 25 or more years of credited service under the terms of the Labatt Breweries of Canada LP Retirement Plan for Wage Employees, the amount of your life insurance will be reduced to \$7,500. Otherwise, your life insurance will cease as of your date of termination of service with the Company.
- (d) 85-Point Retirement (before age 65) - if you have attained the minimum age of 55, and your combined age and years of credited service total 85 points or more under the terms of the Labatt Breweries of Canada LP Retirement Plan for Wage Employees, the amount of your life insurance will be reduced to \$7,500. Otherwise, your life insurance will cease as of your date of termination of service with the company.

Notwithstanding the above, any new employees hired after July 18, 2015 will not be eligible for post-retirement benefits. Also, employees who elect to retire after January 1, 2018 will cease to be eligible for post-retirement benefits coverage after reaching 65 years of age.

You may obtain an individual life insurance policy up to the amount of life insurance which is cancelled when you retire or terminate service. Insurance is available under this conversion privilege even though you are unable to pass a medical examination, but the premium rate will be based on your attained age at the date of conversion. Application for individual insurance must be made to the insurance company within

thirty-one (31) days of the date your group insurance is cancelled and during this thirty-one (31) day period your group life insurance is considered as in effect without charge. Your other insurance coverage's cannot be converted to individual policies.

**4. Accidental Death & Dismemberment Insurance**

The amount of your Accidental Death and Dismemberment (AD&D) insurance is shown in the Schedule of Insured Benefits. If, within 365 days of and as the result of an accident, you suffer any of the losses listed below, payment will be made as indicated.

<u>% Payable</u>	<u>For Loss Of:</u>
200%	Quadriplegia, paraplegia, hemiplegia.
100%	Life, both hands, both feet, sight of both eyes, one hand and one foot, one hand or one foot and sight of one eye, use of both hands or both feet, speech and hearing in both ears.
75%	One arm or one leg, use of one arm or one leg.
66 $\frac{2}{3}$ %	One hand, one foot, sight of one eye, speech, hearing in both ears.
33 $\frac{1}{3}$ %	Thumb and index finger, four fingers on one hand.
25%	Three fingers on one hand, hearing in one ear, all toes of one foot.
16 $\frac{2}{3}$ %	Thumb and one finger of one hand, two fingers of one hand.

Your AD&D Insurance includes coverage for injury sustained while riding as a passenger in or on, boarding or alighting from, or being struck by a licensed aircraft. Benefits are not payable for any loss caused by suicide or self-destruction, war or service in the armed forces of any country, or injury arising out of or in the course of any occupation or employment for wage or profit.

In the event of your death the AD&D Insurance benefit will be paid to the beneficiary you have named. This benefit is payable in addition to your life insurance. All other benefits under the AD&D Insurance are payable to the insured person.

Your AD&D insurance will be cancelled as of the date you retire or terminate service with the Company.

**5. Weekly Indemnity Benefit**

If you become totally disabled and are prevented from working due to a non-occupational accident or a sickness not covered by Worker's Compensation, you will receive weekly indemnity benefits provided you are under the care of a licensed physician. If disability commences during a period of lay-off you will be eligible for Weekly Indemnity benefits from the date you are recalled to work only if you have 10 or more years seniority and you are recalled within a period of two weeks from the date of lay-off and you are totally disabled on that date.

An employee's eligibility for sick days and participation in the weekly indemnity and long term disability plans ceases immediately upon his layoff and is reinstated upon his recall to work and completion of eight (8) hours of work in the bargaining unit.

Notwithstanding the above, an employee with ten (10) or more years seniority who is laid off, and who, if recalled within two (2) weeks or less, is unable to report to work due to sickness or non-occupational accident, shall be eligible for participation in the weekly indemnity and long term disability plans effective the date of his recall.

The amount of your weekly indemnity benefit is 70% of your basic weekly earnings rate as of the date disability commences. When a general change in wage rates takes effect under the terms of the labour agreement, the amount of your weekly indemnity benefit from the effective date of such change will be 70% of the basic weekly rate to which you would be entitled if you were at work. Your weekly indemnity benefit payments will be reduced by the amount of any disability payments which you are eligible to receive from the Canada Pension Plan or any other government source.

The benefit payment is based on a seven (7) day week. For each day of absence for which a benefit is payable you will receive one-seventh of the weekly benefit. Benefits are payable from the first day of absence if disability is due to accident, or from the fourth day of disability due to illness. Payments continue as long as you are disabled, up to a maximum of twenty-six (26) weeks for each period of disability. (Refer to Long Term Disability insurance for benefits payable if disability continues for more than 26 weeks).

Where it is necessary for an employee to have dental surgery, benefits will be payable commencing on the fourth day following such surgery and will continue up to a maximum of two weeks for any such claim, but only on receipt of proper certification by a dental oral surgeon.

A disability resulting from the same cause as a previous disability will be treated as a continuation of the disability unless you have completely recovered and have been back at work for at least fourteen (14) days.

Your weekly indemnity insurance will be cancelled as of the date you retire or terminate service with the Company and your weekly indemnity benefits will cease as of that date.

## 6. Long Term Disability Benefit

**Long Term Disability (LTD)** benefits become payable only after you have received weekly indemnity benefits for the maximum period, or when you have received Worker's Compensation payments for a continuous period of twenty-six (26) weeks.

During the first seventy-eight (78) weeks of LTD benefits, your benefit will be payable weekly at 66-2/3% of your basic weekly earnings rate in effect during that period. At the end of the first seventy-eight (78) weeks, your LTD benefit will be fixed at 66-2/3% of your basic weekly earnings rate in effect in the 78th week of the LTD benefit period and thereafter your LTD benefit will be payable in an equivalent monthly amount at the end of each month. *For example, if your earnings rate in the 78th week is \$30.50 per hour:*

- |     |   |   |            |
|-----|---|---|------------|
| (a) | your weekly earnings rate is 40 x \$30.50   | = | \$1,220.00 |
| (b) | your weekly LTD benefit in the 78 <sup>th</sup> week is<br>66 <sup>2</sup> / <sub>3</sub> % of \$1,220.00 | = | \$813.33   |
| (c) | thereafter your monthly LTD benefit is 4 <sup>1</sup> / <sub>3</sub> x<br>\$813.33                        | = | \$3,524.43 |

Your LTD benefit payments will be reduced by any disability payments you are eligible to receive from Worker's Compensation, the Canada Pension Plan, or other government source.

In order to qualify for LTD benefits you must be under the continuing care of a licensed physician, and during the first seventy-eight (78) weeks of LTD benefits, be unable to perform a regular job available in the bargaining unit; thereafter you must be unable to engage in any gainful occupation for any employer for which you are reasonably qualified by training, education or experience. If you are again disabled due to the same or related cause, your absence will be treated as a continuation of disability under the LTD benefit unless you have been back at work for at least six (6) months.

Payment of benefits will require submission of such appropriate medical evidence as may be requested by the insurer from time to time. You will be entitled to benefits during the continuation of disability as defined above except that in no event will benefits be paid beyond your normal retirement date. If you should elect to retire early, LTD benefits will cease as of your date of early retirement. No benefits will be payable for absences due to disabilities caused by self-inflicted injuries while sane or insane, insurrection, war, service in the armed forces of any country, or participation in a riot, or during disabilities resulting from working for another employer.

If you engage in rehabilitative employment, your LTD benefit will continue for up to twenty-four (24) months but will be reduced by 75% of what you earn from rehabilitative employment. *For example, if you are receiving a monthly LTD benefit of \$3,000.00 and you earn \$1,500 in rehabilitative employment:*



Monthly LTD benefit	\$3,000.00
Subtract 75% of \$1,500	<u>1,125.00</u>
LTD benefit during rehabilitation	\$1,875.00
Earnings from rehabilitative employment	<u>1,500.00</u>
Monthly income during rehabilitation	<u>\$3,375.00</u>

While you are in receipt of LTD benefits you will continue to be covered for all other group insurance benefits. Please refer to the Labatt Retirement Plan section of this booklet for a description of the pension credits which will accrue to you while you are disabled.

Your LTD insurance will be cancelled as of the date you retire or terminate service with the Company.

**NOTE:** *You may not receive wages or other allowances such as holiday pay, vacation pay, Weekly Indemnity, LTD or Worker's Compensation or similar benefits from more than one source for the same day or part day.*

*The only exception shall occur where an employee is in receipt of a Worker's Compensation Board partial disability pension for a totally unrelated condition to that which is the basis for the Weekly Indemnity or Long Term Disability claim.*

## 7. Semi-Private Hospital Benefit

Your provincial health plan (OHIP) provides basic hospital benefits for you and your family but generally limits benefits for room charges to the amount payable forward accommodation. Insured benefits are provided under the Company's plan for you and your covered dependents to supplement the provincial plan benefit and provide payment for room charges up to semi-private accommodation in a licensed hospital. If hospitalized in a private room the benefit will be limited to that which would have been paid for semi-private accommodation. These benefits apply to all confinements approved by a licensed physician except those covered by Worker's Compensation.

Your semi-private hospital insurance will be cancelled as of the date you retire or terminate service with the Company except that:

- (a) If you are totally disabled when your insurance is cancelled, benefits will be extended for up to one year for expenses incurred during the continuance of that disability.
- (b) If one of your dependents is in hospital when your insurance is cancelled, benefits will be extended for a maximum of one year provided the dependent remains in hospital.
- (c) If you or your dependent spouse are pregnant on the date insurance coverage is cancelled, you/she will be entitled to semi-private hospital benefits up to the date of childbirth or termination of pregnancy as if the insurance were still in force.

## **8. Major Medical Expense Benefit**

Basic medical benefits are provided for you and your family under your provincial health plan (OHIP). The major medical expense benefit under the Company's group insurance plan provides benefits for you and your covered dependents for certain expenses not covered by the provincial hospital and medical plans. Expenses allowed under the major medical expense benefit are listed below.

Effective January 1, 2009 there is a lifetime maximum of \$750,000 for all major medical expenses per person.

Benefits are payable only if the services are recommended by a physician and if provincial legislation does not prohibit insurance of any such expense.

- Drugs and medicines dispensed on the written prescription of a physician. Reimbursement will be based on the cost of the generic equivalent of a prescription drug, if such an equivalent exists. You will receive full reimbursement of a brand name drug only if a generic equivalent does not exist, or if your physician provides specific instructions prohibiting substitution. Effective January 1, 2009 a maximum of \$10.00 dispensing fee per prescription will be reimbursed. Effective January 1, 2018 a maximum of \$8.00 dispensing fee per prescription will be reimbursed.
- private duty nursing by registered graduate nurses who are not ordinarily resident in your home and are not related to you or your dependents
- hospital charges for other than room and board not paid by the provincial plan
- oxygen and its administration
- blood and blood plasma
- rental of wheel chair, hospital bed or respirator/ ventilator
- splints, trusses, braces, crutches, casts
- artificial limbs and eyes provided the loss of the natural limb or eye occurred while insured under this plan
- services of duly qualified and licensed physiotherapists other than members of the insured's family
- local ambulance services
- emergency transportation by a licensed ground ambulance, including air ambulance, to and from the nearest hospital in which treatment can be provided (subject to one round trip per calendar year).
- services of a licensed chiropractor or osteopath when operating in their recognized field of expertise (eligible only after provincial plan maximum has been reached).

- services of a licensed Acupuncturist, Podiatrist, Homeopath, Massage Therapist, Naturopath, Psychologist or Speech Therapist. These practitioner services are reimbursable only after any applicable provincial plan maximum has been reached and subject to a total annual maximum benefit of \$500 for these services.

The following items are covered when prescribed by a physician or optometrist:

- frames, lenses and the fitting of any type of prescription glasses (including contact lenses), up to a total payment of \$200.00 every twenty-four (24) months for each eligible insured person, and \$200.00 every twelve months for dependent children under the age of eighteen (18) years. Effective January 1, 2009 the total payment increases to \$250.00 / 24 months per person.
- Laser surgery once in a lifetime for employees only with an optometrist's recommendation. Maximum reimbursement is \$1,000.
- contact lenses, up to a total payment of \$180.00 per person in any two (2) consecutive calendar years, if they are prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can only be improved by contact lenses to at least the 20/40 level.
- You are required to pay the first \$10 of expenses incurred in each calendar year. This is known as the "deductible" and is applied to each insured person, employee or dependent, except that the total deductible for all members of your family will not be more than \$20 in each calendar year. If expenses which are included in the deductible occur within the last three months of the calendar year the same expenses may be applied against the deductible for the next calendar year. If two or more insured members of your family are injured in a common accident only one deductible will be applied against their resulting combined expenses incurred in any one calendar year. The deductible will be eliminated as of January 1, 2018

The amount of benefit payable is determined as follows:

- (a) the charges are totalled for all allowable expenses incurred by the employee or dependent during the calendar year
- (b) from this total the deductible is subtracted
- (c) the major medical expense benefit then pays 100% of the remainder. Effective on January 1, 2018 reimbursement is at 90% and on January 1, 2020 at 80%.

The major medical expense benefit does not cover periodic health check-ups and examinations, eye refractions or fitting of glasses, dental services, travel for health,

expenses resulting from an act of war, charges for hospital room and board, hospital and medical expenses for services covered by the provincial plan, expenses for injury or illness covered by Worker's Compensation Act, or any service for which an employee or dependent does not have to pay.

If when you retire (and subject to the limitations set out below) you are entitled to group life insurance as explained in Section 3, you and your eligible dependents will continue to be insured for major medical expense benefits. You will continue to be required to pay the first \$10 of expenses incurred in each calendar year as a "deductible" applied to each insured person with the total deductible for all members of your family not to exceed \$20 in each calendar year.

New employees hired after July 18, 2015 will not be eligible for post-retirement benefits.

Employees who elect to retire after January 1, 2018 will cease to be eligible for post-retirement benefits coverage after reaching 65 years of age. Coverage for eligible dependents will also cease upon the employee reaching 65 years of age. If an employee dies prior to reaching age 65, coverage for surviving dependents will be extended until the date of the deceased employee's 65<sup>th</sup> birthday.

You will then be reimbursed for 80% of any eligible expenses incurred after the date of your retirement in excess of the deductible. The maximum total amount payable for expenses incurred after your date of retirement is \$20,000 for each individual member of your family.

If you terminate service and do not qualify for retired benefits your major medical insurance will be cancelled as of the date on which your service is terminated, except that the following extended benefits are provided:

- (a) if you are totally disabled when your insurance is cancelled, major medical benefits will be extended for up to one year, provided such expenses are incurred during the continuance of that disability
- (b) if one of your dependents is in hospital when your insurance is cancelled, benefits will be extended for a maximum of one year provided the dependent remains in the hospital
- (c) if you or your dependent spouse are pregnant on the date insurance coverage is cancelled, benefits will be payable for treatment as a result of that pregnancy.

## **9. Dental Care Benefit**

Dental Care Benefits are provided for you and your eligible dependents subject to the limitations and exclusions described below.

Eligible services are all reasonable and customary dental services which are recommended as necessary and performed by a qualified dentist or physician and for which a Treatment Plan has been submitted to and approved by the insurer before the services are rendered. The filing of a Treatment Plan is not required if the total cost of

the proposed work is less than \$500 or if treatment is rendered in emergency conditions. Eligible dental services are classified under three major categories:

- (a) **Basic Services** □ examinations and cleaning of teeth (once in any six month period), topical fluoride treatment for dependants under 18 years old or if medically required, extractions, fillings and other necessary treatment for the relief of dental pain. Effective January 1, 2009 recall exams go to a 9 month period.
- (b) **Restorative Services** □ crowns and inlays, bridge work, dentures, root canal therapy (endodontics), and the treatment of tissues and bones supporting the teeth (periodontics).
- (c) **Orthodontia** □ proper fitting of natural teeth and prevention or correction of irregularities of the teeth.

You will be reimbursed for 100% of the cost of eligible Basic Services incurred by you or your eligible dependents up to a maximum for each insured person of \$1,000 in a calendar year. You will also be reimbursed for 75% of the cost of Restorative Services and 50% of the cost of Orthodontia to a lifetime maximum benefit of \$7,000 for each insured person for Restorative Services and Orthodontia combined. An annual reinstatement of up to \$700 will be provided at the beginning of each calendar year, if required, to restore the lifetime maximum to the level of \$7,000.

As of January 1, 2018, dental care benefits at 90% for basic services to an annual maximum of \$1,000 per person, 50% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$5,000 per person

As of January 1, 2020, dental care benefits at 80% for basic services to an annual maximum of \$1,000 per person, 50% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$5,000 per person

At no time will the maximum exceed the original amount. Benefits will be paid on the basis of the lesser of the actual fee charged or the amount stated in the current Dental Association Schedule of Fees in the province in which you reside. If optional procedures are possible, benefits will be payable in accordance with the procedure involving the smallest fee.

Expenses incurred for the replacement of dentures are eligible for benefits, except that if the replacement is for a denture for which benefits were payable under this plan, benefits for the replacement will be payable only if at least three (3) years have elapsed since the placement or replacement for which benefits were paid. In addition, benefits are payable for rebasing, relining or repairing of dentures. Benefits will not be paid for the replacement of dentures which have been lost, misplaced or stolen.

Dental care benefits are not payable for any service eligible for payment from another source such as provincial health insurance plans, Worker's Compensation or government plans, expenses incurred principally for cosmetic purposes, expenses resulting from an act of war, or any service for which an employee or dependent does not have to pay.

Your dental care insurance will be cancelled as of the date you retire or terminate service and claims will not be accepted for any service performed after the date on which your insurance is cancelled.

## 10. How to Claim

When you or any of your dependents are entitled to receive insured benefits, you should obtain the necessary claim forms from your foreman or department head. When you have completed the employee's portion of the claim form you should have your physician or dentist complete his section. Then send the completed hospital, major medical or dental form to the insurance company and the completed weekly indemnity or LTD forms to the medical department.

In order to qualify for payment of benefits, claims must be submitted within the time limit set out below:

- (a) **Weekly Indemnity Benefit** □ Claim must be filed within ninety (90) days of commencement of disability. In case of illness benefits will be paid as previously described only if you see a licensed physician no later than the fourth day of disability and remain under the doctor's care until you are able to return to work. If you do not see a doctor by the fourth day, your benefits will be payable only from the day on which you first visit a doctor. In case of accident, you must see the doctor no later than the day following the accident in order to qualify for benefits from the first day; otherwise benefits will be payable as if the disability is due to illness. Diagnosis and prescription by telephone only does not constitute a "visit" for this purpose.
- (b) **Long Term Disability Benefit** □ Claim must be filed within six (6) months following the date from which LTD benefits become payable but the earlier the better in order to avoid any delay in commencement of your LTD benefit payments.
- (c) **Semi-Private Hospital Benefit** □ Claim must be filed within ninety (90) days of the date of hospitalization. Standard claim forms are available at all hospitals. Benefits will be paid to you unless you complete the appropriate section of this form to assign benefits to the hospital.
- (d) **Major Medical Expense Benefit** □ Claim must be submitted no later than the end of the calendar year following the year in which the expense was incurred except that, when your insurance is cancelled for any reason, proof of claim must be submitted within ninety (90) days of the date of termination of your insurance. Itemized bills and statements showing the patient's name, dates of service, prescription numbers for drug expenses and amount of the charges, must accompany the claim form verifying all such expenses including those which you have paid to satisfy the deductible. It is suggested that such claims not be submitted until the total bills exceed the deductible by at least \$10.

- (e) **Dental Care Benefit**  Claim must be submitted by the end of the calendar year following the year in which the expense was incurred except that proof of claim must be submitted within ninety (90) days of the date on which your insurance is cancelled for any reason. A separate claim form must be filled out for each member of your family for whom you are making claim. The dentist's statement on this form, or any bills supporting your claim, must show the patient's name, dates and nature of the treatment and the charge. If the total cost associated with proposed dental work is \$500 or more, a Treatment Plan must be submitted to the insurer as explained in Section 9. You should have your dentist complete a claim form setting out details as to the proposed treatment and the cost and send this form to the insurance company for their review. You will then be advised as to the charges, or portion thereof, which the insurer considers eligible for benefits. Upon completion of the dental treatment you again submit a claim to receive payment of the approved benefits.

Failure to see your doctor promptly or to submit your claim together with the doctor's or dentist's report or other itemized statements within the above time limits will result in the rejection of your claim.

### **COORDINATION OF BENEFITS**

The parties agree to be bound by the carrier's rules with respect to coordination of benefits. Within two (2) months of ratification all employees shall complete the necessary forms to enable the carrier to implement this process. Failure to complete the necessary forms shall result in postponement of payment of any benefit claims submitted until such times as the forms are satisfactorily completed.

### **Provincial Hospital and Medical Plans**

The provincial health plan (OHIP) provides basic health benefits for you and your eligible dependents. OHIP provides benefits for standard ward care, medical services such as doctor's calls at office, hospital and home, surgical procedures, administration of anaesthetics, diagnostic procedures and x-rays, chiropractic and osteopathic treatments\*, chiropodist\* and podiatric treatments\* (\*limited to annual dollar maximum), eye tests and specified dental procedures, as stipulated by government regulations.

The Company pays the required payroll tax for the financing of the provincial health plan. All employees will be covered for benefits, provided you apply for coverage for yourself and your dependents through the local Ministry of Health Office.

The major medical benefit for which you are covered after retirement will be continued to your spouse on your death.

*Please see your Human Resources Department for any further information.*

## **APPENDIX “D”**

### **Labatt Retirement Plans For Brewery Workers In London**

This section of the booklet is a summary of the main features of the “Labatt Breweries of Canada LP Retirement Plan for Wage Employees” as amended June 1, 2008 with respect to Brewery Workers employed by Labatt Breweries of Canada LP in London, Ontario. A complete description of the Plan which is the governing document is available for reference at your Human Resources Office. If you have any questions do not hesitate to seek the answers from your Manager or Human Resources Staff.

Statutory benefits from government plans such as the Canada Pension Plan (CPP) and the pension under the Old Age Security Act (OAS) are in addition to the benefits provided by the Labatt Retirement Plan (LRP).

#### **1. Eligibility For Membership**

An employee who achieved seniority prior to June 1, 2008 becomes a member of the Plan on the first day of the month coincident with or immediately following the attainment of seniority and his/her seniority date will then be established as his/her date of employment for purposes of this Plan.

You will be advised when you are eligible and are enrolled as a member and you will be asked to submit proof of your age.

#### **2. Contributions**

You are not required to make contributions to the Plan in respect of your service between January 1, 1974 and January 1, 2020. Any required contributions which you have made in respect of service before January 1, 1974 remain to your credit in the Plan and will be applied to provide benefits in respect of your service before January 1, 1974.

The Company contributes whatever amount is necessary, along with the required contributions made by employees in respect of service before January 1, 1974, to provide the benefits called for under the Plan. The Company also pays the full cost of administering the Plan, and in addition, matches your contributions to the Canada Pension Plan.

All contributions to the Plan are paid over to the Plan trustee (currently CIBC as of July 1, 2015) to be invested and held in trust for the purpose of paying benefits as provided in the Plan.

Notwithstanding the above, all employees who are members of the Defined Benefit (“DB”) Component of the Plan, are required to contribute the following percentage of



their base hourly rate as described below (Tier 1 operator rate). Contributions shall be on the hours worked (including overtime) up to a maximum of 2,080 hours per year as follows:

Effective January 1, 2020, the contribution will be 3%.

Effective January 1, 2021, the contribution will be 5%.

Effective January 1, 2022, the contribution will be 6%.

An employee who is a DB Member shall stop making contributions when he has reached 25 years of Credited Service.

## **2.1 Contributions during periods without earnings**

- (a) A DB Member shall not be required to contribute to the Plan for any period of absence during which the DB Member suffers a Total Disability and receives a weekly indemnity or long term disability benefit under the Company's Group Insurance Plan or WSIB. The Member will be deemed to contribute to the Plan.
- (b) A DB Member may elect to make required contributions during any period of unpaid leave of absence, for a period of not more than twelve (12) months, to any Member who has been elected or appointed as an official of the union, if such duties require him to have a leave of absence from his Company duties on a full time basis.
- (c) A DB Member may elect to make required contributions for any period during which the member:
  - (i) the Member has no earnings; and
  - (ii) any legislation applicable to the Member requires that the Member is permitted to contribute as if the Member had been active at work during such period, provided the Member pays the required contributions that he would have made had he been in active employment during such period based on Member's hourly rate in force immediately prior to the commencement of such leave. The required contributions shall be paid by the Member at least within one (1) month of his return in active work, unless another delay is prescribed by the applicable legislation. The Member may choose to pay the required contributions with monthly post-dated cheques during the prescribed leave of absence. The Company may authorize the Member to pay the Required Contribution in other manners.
- (d) For purposes of determining the amount of DB required contributions paid or deemed during any period under (a), (b) or (c) above, the Member is deemed to receive base hourly pay for each week falling in such period for the number of hours equal to the weekly average of the hours worked by the Member during the 36 weeks preceding such period.

### 3. Normal Retirement Date

Normal retirement is at age 65. Your pension commences as of the first day of the month coincident with or immediately following your 65th birthday.

### 4. Service And Credited Service

Your service to qualify for certain of the benefits under the Plan is the total number of years from your date of employment as established under the Plan to the date on which you retire, die or terminate service.

The number of years of your "credited" service determines the amount of pension you are entitled to receive. Credited service is calculated as explained below:

- (a) From January 1, 1974 you receive a credit of one year for 1800 or more hours of work in a calendar year while a member of the Plan or a prorated partial year of credit for less than 1800 hours. For example, if while a member of the Plan you work only 900 hours in a year, your credit for that year will be one-half year (900 divided by 1800). If you are absent due to disability, you will receive service credits for any periods during which you are totally disabled and receive weekly indemnity or long term disability insurance benefits or Worker's Compensation payments, but in no event will you receive more than one year of credited service for any one calendar year. Effective January 1, 2020, you will receive Credited Service if you make the required contributions or if you are deemed to make the required contributions in accordance with Section 2 and 2.1 above.
- (b) Your credited service for the period from January 1, 1958 to December 31, 1973 is the number of years for which you have made the required contributions to the Plan.
- (c) If you were a member of a previous company pension plan before January 1, 1958 when the Labatt Retirement Plan became effective, your credited service to December 31, 1957 is the period from your date of employment to December 31, 1957 but excluding any periods when you were eligible to but did not contribute to the previous plan.

### 5. Calculation Of Basic Pension Credit

You receive credit for a monthly basic pension payable from your normal retirement date (age 65) calculated as follows:

- (a) **for service after January 1, 1995** □ \$33.50 multiplied by the number of years of your credited service after January 1, 1995.
- (b) **for service after January 1, 1994** □ \$33.00 multiplied by the number of years of your credited service after January 1, 1994
- (c) **for service in 1993** □ \$32.00 for one year of credited service in 1993 or prorated amount for less than one year

- (d) **for service in 1992** □ \$31.00 for one year of credited service in 1992 or prorated amount for less than one year;
- (e) **for service in 1991** □ \$30.00 for one year of credited service in 1991 or a prorated amount for less than one year;
- (f) **for service in 1990** □ \$28.00 for one year of credited service in 1990 or a prorated amount for less than one year;
- (g) **for service in 1989** □ \$27.00 for one year of credited service in 1989 or a prorated amount for less than one year;
- (h) **for service in 1988** □ \$26.00 for one year of credited service in 1988 or a prorated amount for less than one year;
- (i) **for service in 1987** □ \$20.00 for one year of credited service in 1987 or a prorated amount for less than one year;
- (j) **for service in 1986** □ \$19.50 for one year of credited service in 1986 or a prorated amount for less than one year;
- (k) **for service in 1985** □ \$19.00 for one year of credited service in 1985 or a prorated amount for less than one year;
- (l) **for service in 1984** □ \$17.25 for one year of credited service in 1984 or a prorated amount for less than one year;
- (m) **for service in 1983** □ \$16.50 for one year of credited service in 1983 or a prorated amount for less than one year;
- (n) **for service in 1982** □ \$15.00 for one year of credited service in 1982 or a prorated amount for less than one year;
- (o) **for service in 1981** □ \$14.00 for one year of credited service in 1981 or a prorated amount for less than one year;
- (p) **for service in 1980** □ \$13.00 for one year of credited service in 1980 or a prorated amount for less than one year;
- (q) **for service to December 31, 1979** □ the amount of monthly basic pension to your credit for service to December 31, 1979 determined in accordance with the terms of the Plan in effect to December 31, 1979.

## **6. Amount Of Normal Retirement Pension**

When you retire at your normal date (age 65) you will receive a monthly basic pension from the Labatt Retirement Plan in an amount equal to the sum of your basic pension credits determined as explained in Section 5. In addition you will receive any pension which is payable to you under a previous plan (see Section 16) and any statutory pension (such as CPP and OAS) which is payable to you under government plans. You

may also qualify for a supplement from the Labatt Retirement Plan under the minimum pension provision explained in Section 7.

## **7. Minimum Pension At Normal Retirement**

If you retire at age 65 with at least 25 years of credited service you are entitled to a minimum monthly pension from Company plans and the Canada Pension Plan combined of:

- (a) \$3,556 if you retire on or after January 1, 2015;
- (b) \$3,571 if you retire on or after January 1, 2016;
- (c) \$3,586 if you retire on or after January 1, 2017;
- (d) \$3,596 if you retire on or after January 1, 2018;
- (e) \$3,606 if you retire on or after January 1, 2019;
- (f) \$3,621 if you retire on or after January 1, 2020;
- (g) \$3,635 if you retire on or after January 1, 2021;
- (h) \$3,650 if you retire on or after January 1, 2022;

These amounts represent the minimum monthly pension payable from Company Plans and the Canada Pension Plan combined before allowing for the provision of a spousal survivor pension. The Company pension will be adjusted to provide a survivor pension unless the spouse who will benefit from that survivor pension waives their right to receive it in writing.

You will receive a minimum lifetime pension supplement from the Labatt Retirement Plan equal to the amount, if any, required to be added to your accrued basic pension from all Company plans and the full unreduced Canada Pension Plan Retirement benefits determined at the date of your retirement to provide the above minimum monthly pension.

If you retire at age 65 with less than 25 years of credited service, the lifetime supplement shall be the amount by which the minimum pension at normal retirement exceeds the full unreduced Canada Pension Plan Retirement benefits, prorated by the ratio of the number of years of credited service to 25 years and reduced by your accrued pension.

To determine what, if any, amount of supplement is needed, your basic pension from Company plans is the basic amount payable before the amount of the survivorship pension is calculated, and your CPP pension is the amount you are entitled to receive when you first become eligible at Normal Retirement Age, whether or not you actually

make application for such benefits, but disregarding any increase in your CPP pension after its date of commencement.

## **8. Special Early Retirement**

If you are age 60 or over and you have 25 or more years of credited service you may elect Special Early Retirement in which case you will be entitled to an immediate accrued basic pension equal to the amount of basic pension to your credit for service to your date of early retirement, without reduction for your earlier age of retirement.

This pension will be supplemented by an amount necessary to provide the minimum monthly pension amounts set out below, until you first become eligible to receive unreduced Canada Pension Plan Retirement benefits:

- (a) \$3,204 if you retire on or after January 1, 2015;
- (b) \$3,219 if you retire on or after January 1, 2016;
- (c) \$3,234 if you retire on or after January 1, 2017;
- (d) \$3,244 if you retire on or after January 1, 2018;
- (e) \$3,254 if you retire on or after January 1, 2019;
- (f) \$3,269 if you retire on or after January 1, 2020;
- (g) \$3,283 if you retire on or after January 1, 2021;
- (h) \$3,298 if you retire on or after January 1, 2022;

Once you become eligible to receive unreduced Canada Pension Plan Retirement benefits (on attaining age 65), the supplement will be recalculated as the amount required to be added to your accrued basic pension and the full unreduced Canada Pension Plan Retirement benefits, determined as at the actual date of your retirement, to produce the following monthly pensions:

- (i) \$3,556 if you retire on or after January 1, 2015;
- (j) \$3,571 if you retire on or after January 1, 2016;
- (k) \$3,586 if you retire on or after January 1, 2017;
- (l) \$3,596 if you retire on or after January 1, 2018;
- (m) \$3,606 if you retire on or after January 1, 2019;
- (n) \$3,621 if you retire on or after January 1, 2020;
- (o) \$3,635 if you retire on or after January 1, 2021;
- (p) \$3,650 if you retire on or after January 1, 2022;

For those employees who retired prior to July 18, 2015 under the provisions of SER Retirement, 85 Point Retirement and Disability retirement and who are eligible to have their pensions recalculated upon attaining age 65 the following will apply:

- (q) \$3,356 if you attain age 65 on or after June 1, 2015;
- (r) \$3,571 if you attain age 65 on or after January 1, 2016;
- (s) \$3,586 if you attain age 65 on or after January 1, 2017;
- (t) \$3,596 if you attain age 65 on or after January 1, 2018;
- (u) \$3,606 if you attain age 65 on or after January 1, 2019;
- (v) \$3,621 if you attain age 65 on or after January 1, 2020;
- (w) \$3,635 if you attain age 65 on or after January 1, 2021;
- (x) \$3,650 if you attain age 65 on or after January 1, 2022;

*(Once again, both sets of figures above do not take account of the reduction required to produce a survivor option for the surviving spouse.)*

This recalculated supplement shall become your lifetime supplement.

In addition to this recalculated lifetime supplement, you may be entitled to receive a further supplement (if you retire before December 31, 2001.) This further supplement will represent the amount, if any, necessary to produce a total pension from Company plans equal to the pension that would be payable if you were then retiring at normal

retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, your accrued pension including any escalation thereof and your related credited service at the date of your retirement. This further supplement shall then be added to and form part of your lifetime supplement.

## **9. 85 Point Retirement**

A member retiring on or after January 1, 1991 and after having attained age 55 and whose age plus years of credited service total 85 or more (but prior to having qualified for Special Early Retirement) is entitled to an immediate accrued pension equal to the amount of accrued vested pension to his credit for service to date of early retirement.

In addition, such member shall be entitled to a lifetime supplement calculated as if the member had attained age 65 on his date of retirement but using his current unreduced vested accrued pension and his related credited service, the full unreduced Canada Pension Plan Retirement benefit and the normal retirement minimum pension all determined as of the member's actual date of retirement.

Once a member becomes eligible to receive unreduced Canada Pension Plan Retirement benefits (on attaining age 65) and in addition to the lifetime supplement, a member who retires under this provision (85 Point Retirement) will be paid a further supplement, if necessary, to produce a total pension from Company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, they accrued pension including any escalation thereof and his/her related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

## **10. Other Early Retirement**

At any time after you are age 55, you may request early retirement and elect to draw your pension. If you retire after having reached age 55 but prior to having qualified for Special Early Retirement or 85 Point Retirement, you are entitle to an immediate pension equal to the amount of vested accrued basic pension to your credit for service to the date of your retirement, reduced by 1/3% for each month (i.e. 4% per year) you are under age 65 when your pension commences. In addition, you will be entitled to receive a lifetime supplement calculated as if you had reached age 65 on the date of your retirement, but using your current unreduced vested accrued basic pension and your related credited service, the full unreduced Canada Pension Plan Retirement benefit and the normal retirement minimum pension, all determined as at your actual date of retirement.

This lifetime supplement so calculated will also be reduced by 1/3% for each month (*i.e. 4% per year*) you are under age 65 when your pension commences.

## **11. Disability Retirement (Before Age 65)**

As long as you are eligible to receive disability benefits under the Group Insurance Plan you will receive service and basic pension credits under the Labatt Retirement Plan and you will not be retired. However, if you become partially disabled and you do not qualify for insurance benefits you may qualify for Disability Retirement. Retirement under this provision requires that:

- (a) you are at least age 50 and have completed 10 years of service,  
*and*
- (b) you are certified to be partially disabled and thereby prevented from performing any work available with the Company,  
*and*
- (c) it is mutually agreed by you and by the Company that you be retired under the Disability Retirement provision.

On retirement under the disability provision you are entitled to an immediate pension equal to the amount of basic pension to your credit for service to your date of disability retirement without reduction for your earlier age of retirement. In addition, until you qualify for the earlier of receipt of CPP disability benefits or the attainment of age 65, you will receive a monthly disability supplement equal to \$14.00 multiplied by the number of years of credited service up to 30 years.

At age 65, you will then receive a lifetime supplement calculated as if you had reached age 65 on the date of your retirement, but using your current unreduced vested accrued basic pension and your related credited service, the full unreduced Canada Pension Plan retirement benefit and the normal retirement minimum pension determined as at your actual date of retirement.

## **12. Death After Retirement Joint and Survivor Pension**

Your vested accrued basic pension and minimum supplements are payable for as long as you live and cease as of the first day of the month in which your death occurs.

A plan member with an eligible spouse who takes normal, Special Early, 85 Point, Disability or other early retirement on or after January 1, 1996, shall receive a joint and survivor pension, unless the member delivers to the Plan Administrator (through your Human Resources office) a written waiver of such entitlement in the prescribed form within the twelve (12) month period immediately preceding the commencement of the payment of the pension benefit.

Unless waived, your accrued basic pension and lifetime supplement, if any, shall be reduced by 10% during your lifetime. Upon your death, your eligible surviving spouse shall receive a pension of 60% of your reduced accrued basic pension and lifetime supplement, if any (subject to a further actuarial reduction if your spouse is more than 10 years younger than yourself).



Where a member retires from active employment with the Company, the 10% reduction applicable to the member pursuant to Section 12 of Appendix B shall be replaced with a percentage determined as 10% multiplied by the ratio of A to B, where:

“A” is 25 minus the lesser of the member’s Credited Service accrued for service after December 31, 2001 and 25 years; and

“B” is 25 years.

### **13. Death Before Retirement**

If you should die on or after January 1, 1996, while in the service of the Company and after you have reached age 55 and have 10 years of service, your eligible surviving spouse will receive a pension for his/her remaining lifetime. His/her pension will be equal to the amount of pension they would have received from the Plan had you retired as of your date of death and elected a reduced joint survivorship pension based on your reduced accrued basic pension and lifetime supplement (without the actuarial reduction, if any), but their pension will be subject to a reduction if they are more than 10 years younger than you. Pension payments to your eligible surviving spouse are guaranteed to return any required contributions you have made to the Plan with interest to your date of death.

The lifetime supplement will be calculated as if you had attained age 65 on the date of your death, but using your current unreduced accrued basic pension and your related credited service, the full unreduced Canada Pension Plan retirement benefit and the normal retirement minimum pension all determined as of your actual date of death.

If you die before your pension commences and your spouse is not entitled to a pension as explained in the preceding paragraph, any contributions you have made with interest to your date of death will be paid to the beneficiary you have named or, failing such, to your estate. You may change your beneficiary from time to time as permitted by law by completing a form which is available from your Human Resources office.

The death benefit paid above shall not be less than provided in existing pension legislation.

### **14. If You Leave The Company**

If your service is terminated on or after July 1, 2012 (other than by retirement or death), you will be entitled to a deferred monthly pension at age 65 equal to the accrued basic pension and lifetime supplement to your credit.

Instead of this deferred pension entitlement you may elect to transfer the commuted value of your pension to your Registered Retirement Savings Plan. Any amount so transferred may be subject to Provincial Locking-In Requirements.

If you were a member of the Plan before January 1, 1974, when your service is terminated you may either,

- (a) leave all of your contributions in the Plan and receive at age 65 a monthly pension equal to the basic pension to your credit December 31, 1973, which is included in the pension referred to above, or
- (b) withdraw your contributions plus interest to your date of termination of service in which case you forfeit your credited service to December 31, 1973, and any pension in respect of such service, which is included in the pension referred to above.

Any amount so transferred may be subject to Provincial locking-in requirements.

## **15. Escalation Of Pension After Retirement**

If you retired prior to January 1, 1996 from the service of the Company pursuant to any of the types of retirement listed above, your pension will be reviewed from January 1st of each year which follows your retirement date. Your accrued basic pension shall be increased on each January 1st following your retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%.

If you retire between January 1, 1996 and December 31, 2017, from the service of the Company pursuant to any of the types of retirement listed above, your pension and lifetime supplement will be reviewed from January 1st of each year which follows your retirement date. Your accrued basic pension and lifetime supplement, if any, shall be increased on each January 1st following your retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%.

If you retire on or after January 1, 2018 from the service of the Company pursuant to any of the types of retirement listed above, your pension and lifetime supplement shall be increased as follows:

- (a) Your accrued basic pension and lifetime supplement accrued before January 1, 2018, if any, shall be increased on each January 1st following his retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%;
- (b) Your accrued basic pension and lifetime supplement accrued on or after January 1, 2018, if any, shall not be increased following your retirement.
- (c) Notwithstanding paragraph (b) above, if you have less than 12.5 years of credited service as of January 1, 2018, you will be permitted to continue to accrue a basic pension and lifetime supplement, as applicable, that is subject to the increase under paragraph (a) above after January 1, 2018 until you have accrued 12.5 years of credited service. Once you have accrued 12.5 years of credited service on or after January 1, 2018, your accrued pension and lifetime supplement over 12.5 years of credited service shall not be increased following your retirement, as per paragraph (b) above.

Any spousal pension will also be escalated applying the same formula, with the first increase occurring on the January 1st following your death.

## 16. Previous Plans (before January 1, 1958)

If you were a member of a previous Company pension plan (Government Annuity and / or Trust Plan) in effect before January 1, 1958, your benefits from that plan are payable in accordance with the provisions of that previous plan and are in addition to the benefit you receive from the Labatt Retirement Plan.

Since your period of membership in the previous plan is included in determining your total credited service, any basic pension to your credit under the previous plan is taken into account in determining the amount of any minimum pension supplement you are entitled to receive. Since your pension from the previous plan will be actuarially reduced if you retire before age 65, your basic LRP pension will include an amount equal to the difference between your actuarially reduced previous plan pension and the amount of basic previous plan pension at age 65 reduced by the same factors as are applicable to your LRP pension as explained in Section 8, 9, 10 or 11 as the case may be.

For these purposes your basic previous plan pension has been determined and fixed as that amount of pension payable from age 65 and guaranteed for a minimum of 5 years which would be available in accordance with the terms of the previous plan in effect at December 31, 1957, but excluding any pension purchased by voluntary contributions you may have made to that plan. Any increase in the amount of your Government Annuity which has resulted from an increase in interest rate from 1975 is not considered as a part of your basic previous plan pension and would be payable as an extra benefit over and above your basic pension.

After retirement your total basic pension which is subject to escalation as explained in Section 15 includes the amount of basic previous plan pension determined as explained above.

## 17. Other Information

- (a) **Annual Statement**  You will receive a statement following each calendar year end showing the amount of benefits to your credit under the Plan.
- (b) **Benefits Not Assignable**  The benefits provided under the Plan are not assignable except as is specifically provided with respect to death benefits nor may you borrow against them at any time. Similarly, except as specifically provided at termination of service or in connection with death, no benefit can be surrendered.
- (c) **Eligible Surviving Spouse**  Your spouse is eligible for a surviving spouse's pension under Section 12 or 13 provided this person meets the definition of Spouse under the Ontario Pension Benefits Act.
- (d) **Income Tax**  All pension payments received from Company pension plans are considered as income for tax purposes in the year in which received. Your CPP and OAS pensions must also be reported as taxable income when you file your annual tax return. Similarly, all monies received in lump sum withdrawals or death benefits must be declared as

income for tax purposes in the year in which received and are taxable unless such monies are transferred to a registered retirement savings plan.

## **18. Government Pension Plans**

Statutory benefits from government plans such as the Canada Pension Plan (CPP) and the pension under the Old Age Security Act (OAS) are in addition to the benefits payable under the Labatt Retirement Plan.

Under current legislation your CPP pension is payable when you reach age 65, or as early as age 60 on a reduced basis. The amount of your CPP pension is dependent upon the amount of your earnings on which you have made CPP contributions and the period during which you contributed. To illustrate, an employee who retires at age 65 in 2015 and who is entitled to maximum benefits under the Canada Pension Plan receives a pension of \$1065.00 per month when he retires. After CPP pension commences it is subject to adjustment each following January 1st depending upon increases in the Consumer Price Index.

Your OAS pension is also payable from age 65 but if you take up residence outside Canada your OAS pension may be discontinued unless you have been a Canadian resident for a prescribed number of years. If you plan to move out of Canada you should check into these requirements. The amount of OAS pension is subject to quarterly adjustment upward if the Consumer Price Index increases. In July, 2015 the OAS pension was \$564.87 per month.

Your spouse will also receive OAS pension benefits payable from age 65 subject to the same residency requirements specified above.

Application must be made to receive benefits from the Canada Pension Plan and Old Age Security and the applications should be filed six (6) months in advance of your date of eligibility for such pensions to ensure prompt commencement of your benefits. As well as retirement pensions, the Canada Pension Plan provides certain disability, death and survivor benefits and further information can be obtained from your local Canada Pension Plan Office.

## **19. Defined Contribution Pension Plan for Employees Achieving Seniority On or After June 1, 2008**

In lieu of the Labatt Retirement Plan Benefit referenced in paragraphs 1-18 above employees who achieve seniority on or after June 1, 2008 will participate in a Defined Contribution Pension Plan on the following basis:

Between June 1, 2008 and December 31, 2015:

5% of earnings mandatory contribution from each of the Company and the employee. Contributions will only be calculated on base hourly earnings up to a maximum of 2080 hours per year.

Effective January 1, 2016:

6% of earnings mandatory contribution from each of the Company and the employee. Contributions will only be calculated on base hourly earnings up to a maximum of 2080 hours per year.

## 20. Defined Contribution Pension Plan for Temporary Employees

All Temporary Employees shall, subject to the *Pension Benefits Act* (Ontario), become eligible to participate in the Defined Contribution Pension (DC) Plan upon the completion of six (6) continuous months of employment, which employment may include any continuous months of service as a Temporary Employee immediately prior to January 1, 2008;

In all cases, contributions will be made on base hourly earnings up to a maximum of 2080 hours per year; and contributions shall be made on the following basis:

- (A) Commencing July 1, 2008 for the 2008 year, 1% of each DC Plan member's earnings from the Company and the DC Plan member plus, if applicable, a matching Company contribution equal to additional voluntary employee contributions made by a DC Plan member, to a maximum match of 1% of earnings: and
- (b) for the years 2009 and beyond, 2% of each DC Plan member's earnings from the Company and the DC Plan member plus, if applicable, a matching Company contribution equal to additional voluntary employee contributions made by a DC Plan member, to a maximum match of 1% of earnings.

## 21. Pension Examples

The following examples have been based on the Labatt Retirement Plan provisions as amended July 18, 2015 and assume the employee is credited with at least 1800 hours in each year until retirement. Minimum pension supplements are determined by taking into account the actual CPP benefit which a retiree receives at age 65.

<b>Example "A":</b>	<b>Normal Retirement Pension</b> (65 years of age with 25 years of credited service)
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This example is based on a member who retires on **July 1, 2015** at age 65 with 25.58 years of credited service.

### Total Basic Pension

This member is entitled to receive a minimum monthly pension of \$3,556.00 from the Company and CPP plans. For the purposes of the plan, the minimum pension provided by the Company takes into account the maximum CPP for a member age 65, regardless of the member's actual CPP entitlement.

From age 65, the member's monthly retirement income is calculated as follows:

Total Labatt basic pension and lifetime supplement	\$2,491.00
Add CPP ( <i>as in 2015</i> )	<u>1065.00</u>
Total monthly pension from Labatt pension and CPP	\$3,556.00
Add OAS pension ( <i>as in 2015</i> )	<u>564.87</u>
<b>Total monthly income at age 65</b>	<b>\$4,120.87</b>

This example is based on a member who retires on **January 1, 2022** at age 65 with 25.58 years of credited service.

### **Total Basic Pension**

This member is entitled to receive a minimum monthly pension of \$3,650.00 from the Company and CPP plans. For the purposes of the plan, the minimum pension provided by the Company takes into account the maximum CPP for a member age 65, regardless of the member's actual CPP entitlement.

From age 65, the member's monthly retirement income is calculated as follows:

Total Labatt basic pension and lifetime supplement	\$2,426.65
Add CPP ( <i>estimated in 2022</i> )	<u>1,223.35</u>
Total monthly pension from Labatt pension and CPP	\$3,650.00
Add OAS pension ( <i>estimated in 2022</i> )	<u>642.47</u>
<b>Total monthly income at age 65</b>	<b>\$4,292.47</b>

<b>Example "B": Surviving Spouse's Pension</b>
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This example is based on a married member who retires as in 'Example A' and dies shortly after retirement.

The basic pension and lifetime supplement in *Example "A"* are reduced by 10% to provide the 60% spousal benefit. This example assumes that the spouse is less than

10 years younger than the retiree. If the spouse is more than 10 years younger than the retiree, there is a further actuarial reduction in the member's and spouse's pension.

### **Total Surviving Spouse's Pension**

The member's monthly retirement income is calculated as follows:

Total Labatt basic pension and lifetime supplement	\$2,491.00
Total Labatt pension reduced by 10% (\$2,491.00 x 90%)	2,241.90
Add CPP (as in 2015)	<u>1065.00</u>
Total from Labatt pension plan and CPP	\$3,306.90
Add OAS pension (at July 1, 2015)	<u>564.87</u>
<b>Total monthly income at age 65</b>	<b>\$3,871.77</b>

### **Total Surviving Spouse's Income**

Following the member's death, the surviving spouse would receive a monthly income of 60% of the above from Company plans and CPP.

The spouse's monthly income is calculated as follows:

Total member pension from Labatt Pension Plan	\$2,241.90
Reduced to 60%	1,345.14
Add 60% of CPP* (as in 2015)	<u>639.00</u>
<b>Total spouse's monthly income from Labatt and CPP</b>	<b>\$1,984.14</b>

In addition, if the surviving spouse is age 65 or over, they would qualify for the OAS monthly benefit of \$564.87 (as at July 1, 2015)

*\*This assumes that the spouse is age 65 or older. The amount of CPP spousal pension depends on the spouse's age at the time of the member's death.*

<p><b>Example "C":      Normal Retirement Pension with less than 25 Years Credited Service (65 years of age)</b></p>
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This example is based on a member who retires on July 1, 2015 at age 65 with 20 years of credited service.

### **Total Normal Retirement Pension with less than 25 Years Credited Service**

At age 65, the member is entitled to a supplement to provide a pro-rata minimum pension. For the purposes of the plan, the minimum pension provided by the Company takes into account the maximum CPP for a member age 65, regardless of the member's actual CPP entitlement.

Minimum pension in 2015 for 25 or more years of credited service	\$3,556.00
Subtract CPP pension ( <i>as in 2015</i> )	<u>1065.00</u>
Minimum from Company pension plan based on 25 years of credited service	\$2,491.00
Minimum from Company pension plan based on 20 years of credited service (20/25 x \$2,491.00)	\$1,992.80
Add CPP pension ( <i>as in 2015</i> )	<u>\$1065.00</u>
Total monthly pension from Labatt pension plan and CPP	\$3,057.80
Add OAS ( <i>as in 2015</i> )	<u>\$564.87</u>
<b>Total monthly income at age 65</b>	<b>\$3,622.67</b>

This example is based on a member who retires on **January 1, 2022** at age 65 with 20 years of credited service.

### **Total Normal Retirement Pension with less than 25 Years Credited Service**

At age 65, the member is entitled to a supplement to provide a pro-rata minimum pension. For the purposes of the plan, the minimum pension provided by the Company takes into account the maximum CPP for a member age 65, regardless of the member's actual CPP entitlement.

Minimum pension in 2022 for 25 or more years of credited service	\$3,650.00
Subtract CPP pension ( <i>estimated in 2022</i> )	<u>\$1,223.35</u>
Minimum from Company pension plan based on 25 years of credited service	\$2,426.65
Minimum from Company pension plan based on 20 years of credited service (20/25 x \$2,426.65)	\$1,941.32
Add CPP pension ( <i>estimated in 2022</i> )	<u>\$1,223.35</u>
Total monthly pension from Labatt pension plan and CPP	\$3,164.67
Add OAS ( <i>estimated in 2022</i> )	<u>642.47</u>
<b>Total monthly income at age 65</b>	<b>\$3,807.14</b>

**Example "D": Special Early Retirement**  
(60 or more years of age and 25 or more years of credited service)

This example is based on a member who retires on **July 1, 2015** at age 64 with 25 years of credited service.

### **Total Special Early Retirement Pension**

<b>Minimum total Labatt basic pension, lifetime and temporary supplement (<i>assuming the member does not elect the 90/60%</i>)</b>	<b>\$3,204.00</b>
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***spousal option)***

One year later, on July 1, 2016, the member's pension is recalculated at age 65 as follows:

Minimum total Labatt basic pension and lifetime supplement	\$2,469.70
Add CPP (estimated 2016)	<u>1086.30</u>
Minimum total monthly income from Labatt pension and CPP	\$3,556.00
Add OAS pension (estimated 2016)	<u>576.17</u>
<b>Total monthly income at age 65</b>	<b>\$4,132.17</b>

This example is based on a member who retires on **January 1, 2022** at age 64 with 25 years of credited service.

**Total Special Early Retirement Pension**

<b>Minimum total Labatt basic pension, lifetime and temporary supplement (<i>assuming the member does not elect the 90/60% spousal option</i>)</b>	<b>\$3,298.00</b>
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One year later, on January 1, 2023, the member's pension is recalculated at age 65 as follows:

Minimum total Labatt basic pension and lifetime supplement	\$2,401.18
Add CPP (Estimated 2023)	<u>1,247.82</u>
Minimum total monthly income from Labatt pension and CPP	\$3,650.00
Add OAS (Estimated 2023)	<u>655.31</u>
<b>Total monthly income at age 65</b>	<b>\$4,305.31</b>

**Example "E": 85 Point Retirement**  
(at least age 55, and age plus credited service add up to 85 points or more)

This example is based on a member who retires as of **July 1, 2015** at 58 years of age with 27 years of credited service.

**Total 85 Point Retirement Pension**

For the purposes of the plan, the minimum pension provided by the Company takes into account the maximum CPP for a member age 65, regardless of the member's actual CPP entitlement. From age 58 to age 65, the member's monthly retirement income is calculated as follows:

Minimum monthly pension in 2015 for 25 or more years of credited	\$3,556.00
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service	
Subtract 2015 CPP	<u>1065.00</u>
<b>Total monthly Company pension from Labatt from age 58 to age 65</b>	<b><u>\$2,491.00</u></b>

In addition, as he has over 25 years of service, and has 85 points, he may qualify for the M.F.R.A. through payroll.

Minimum monthly pension to age 65	\$3,204.00
Subtract company pension from Labatt from age 58 to 65	<u>2,491.00</u>
<b>MFRA payable monthly through payroll to age 65</b>	<b><u>\$713.00</u></b>

From age 65, in year 2022, the member's monthly retirement income is calculated as follows:

Total Labatt basic pension and lifetime supplement **	\$2,426.65
Add CPP (Estimated 2022)	<u>1,223.35</u>
Total from Company plan and CPP <i>(equal to the estimated Normal Retirement pension for the year 2015)</i>	\$3,650.00
Add AOS (Estimated 2022)	<u>642.47</u>
<b>Total monthly income at age 65</b>	<b><u>\$4,292.47</u></b>

\*\* Assumes escalation of pension is less than the maximum of 2% per year from age 58 to age 65. If the pension increases at the maximum escalation of 2%, the estimated lifetime pension would be less than what is currently provided, therefore no impact.

**Example "F": Early Retirement**  
(age 55 with 20 years of service)

This example is based on a member who retires on **July 1, 2015** at the age of 55 with 20 years of credited service.

### **Total Early Retirement Pension**

If the member had retired at age 65, he would be entitled to a pro-rata minimum pension. For the purposes of the plan, the minimum pension provided by the Company takes into account the maximum CPP for a member age 65, regardless of the member's actual CPP entitlement.

The pro-rata minimum pension would be calculated as follows:

Minimum pension for 25 or more years of credited service in 2015	\$3,556.00
Subtract 2015 CPP	<u>1065.00</u>

Minimum from Company pension plan based on 25 years of credited service	<u>\$2,491.00</u>
Minimum from Company pension plan based on 20 years of credited service [20/25 x 2,491.00]	\$1,992.80

At retirement (age 55) the member is entitled to his/her total basic pension as shown above reduced by 4% for each year before his/her normal retirement age. In this example, the pension would be reduced by 4% for each of the 10 years prior to age 65. Therefore, his/her pension would be reduced by 40%

Total pension from the Company plan	\$1,992.80
Reduction of 40% of Company pension at age 65	<u>\$797.12</u>
<b>Total monthly income from age 55</b>	<b><u>\$1,195.68</u></b>

At age 65, the member's monthly retirement income would be calculated as follows:

Total monthly income from Labatt pension plan *	\$1,457.49
Add CPP (2015 level)**	1065.00
Add OAS pension (estimated in 2015)	<u>681.79</u>
<b>Total monthly income at age 65</b>	<b><u>\$3,204.28</u></b>

\* Estimated monthly pension assumes maximum escalation of 2% per year from age 55 to age 65.

\*\*In order to collect the maximum CPP pension at age 65, a member must have made the maximum CPP contributions for ten years prior to age 65. This example assumes that as the member retired at age 55, no CPP contributions are made for the 10 years prior to age 65. As such, it is estimated that this member would receive the CPP pension as at 2015.

**APPENDIX "E"**

**Temporary Employees**

1. The Company may use Temporary employees on an unlimited basis during the following seasonal periods:

March 1st – September 30th

December 1st – December 31st

Outside of the seasonal periods, the following rules will govern the use of temporary employees. A temporary employee who works at least two-hundred (200) days in a calendar year shall be considered a year-round temporary employee for purposes of paragraph 12 below.

Staging Department: As per the letter re. Staging Manpower.

Transportation Department: On a year round basis.

Packaging Department: The department may employ temporary employees whose number shall not exceed 25% of the number of permanent employees on the Department seniority list.

Brewing Department: The department may employ temporary employees whose number shall not exceed 15% of the number of permanent employees on the Department seniority list.

2. Temporary employees shall be laid off and recalled based on skills and abilities needed and then by date hired.
3. Temporary employees shall have no rights or benefits under the Collective Agreement except where specifically stated therein.
4. Temporary employees do not acquire seniority as a result of time worked. The Union agrees that it will neither submit nor process any grievance of its own or by or on behalf of a Temporary employee or any other employee challenging the Company's utilization of Temporary employees within the London plant and in particular, any grievance alleging that vacancies exist in permanent jobs as a result of the Company's utilization of Temporary Employees.
5. A Temporary employee may be released for unsuitability at the sole discretion of the Company. In the event that a Temporary employee is terminated for

disciplinary reasons, the standard of cause for review of the Company' decision shall be whether the decision was arbitrary, discriminatory or in bad faith.

6. Temporary employee wage rates are found in Section 18 of this Collective Agreement.
7. Temporary employees shall receive shift premiums as per Article 18.02.
8. Temporary Employees will be provided all personal protective equipment required for their job. This includes one pair of safety shoes on a reimbursement basis, up to a maximum of \$100, after four months of employment in any given calendar year.
9. Temporary Employees will be provided an appropriate number of uniforms. It is recognized and agreed that the number of uniforms may differ for Temporary Employees used on a year round basis versus those used solely during the summer or Christmas period.
10. Temporary Employees will be notified of their schedule for the following week by the end of the Wednesday prior. The schedule will be posted on the appropriate departmental board.
11. Temporary employees shall receive overtime and weekend premiums, and meal allowance.
12. The Company will hire 19 additional full-time seniority employees. All temporary employees will be permitted to submit application for consideration for these jobs; however, all hiring decisions remain at the sole discretion of the Company.  
  
Out of the 19 hired, 11 will come from the top 23, 15 will come from the top 30, and 4 more will come from the top 35 senior temporary employees who have been employed on a year-round basis. Any such Temporary employees hired for full-time employment will serve the probationary period referred to in Article 5.02.
13. Nine (9) most senior temporary employees will be assigned on crews –(5 on C shift, 2 on each other crews)

**APPENDIX “F”**

**Packaging Vacation Selection Allotment**

The following provisions will govern the selection/allotment of vacation in the Packaging Department. This letter replaces Section 21.04 (b) and (c) of the Collective Agreement.

**Summer Vacation Period**

The summer vacation period will be defined as the 12 week period starting from the third Monday in June. The maximum number of employees away per week in this will be:

$$\text{A (round up)} = \frac{\text{\# of seniority employees* x 2 weeks}}{12 \text{ weeks}}$$

**Off-Season Vacation Period**

The off-season vacation period will be defined as the last Sunday in April to the first Monday in June and the third Sunday in September to last Sunday in April. The maximum number of employees allowed away in the selection group will be determined and adjusted as follows:

$$\text{B (adjust per below)} = \frac{\text{Total entitlement of all employees* in group} - (\text{A} \times 12)}{40 \text{ weeks}}$$

The maximum away adjustment (per week) is B (rounded up or down to closest full #) plus 2.

During the first two (2) weeks of June and for the one (1) week period immediately following the end of the summer period, slots for vacation and the maximum number of employees away per week will be B plus 5 further employees.

\*excludes employees on LTD in excess of 104 weeks.

**Christmas/New Year's/March Break**

The maximum number of employees away per crew during the weeks of Christmas, New Year's, and March Break will be as follows:

Round down B + 10 employees.

**Selection Process:**

On February 1<sup>st</sup> of each year, the department will determine the projected entitlement of employees for the upcoming vacation year. Following this calculation, a vacation “grid” will be determined according to the calculations above. Following this calculation, selections will be selected as follows:

## **First Selection Pass – Open Annual Vacation Selection**

Employees will select two (2) weeks of annual vacation, by seniority, for an two (2) week period of the vacation year up to the maximum permitted away in the department grid. Employees who elect to split their two (2) weeks of annual vacation (i.e. non-consecutive weeks) will select their first week as usual and then must await the selection of two (2) consecutive weeks by other employees so choosing before they will be permitted to select a second week. The deadlines for applications will be as follows:

Deadline for posting department grid	Feb 1 <sup>st</sup>
Deadline for submission of annual vacations	Feb 15 <sup>th</sup>
Results of annual selections posted	Feb 20 <sup>th</sup>

## **Second Selection Pass – Service Vacation for week of May 1 – remainder of vacation year**

Posting and selection will be done as follows:

Deadline for service vacation applications	Feb 28 <sup>th</sup>
Posting of Final results for first selection period	Mar 15 <sup>th</sup>

Employees will be permitted to select, by seniority, some or all of their remaining service vacation week(s), up to the maximum permitted by the grid. Total weeks in the 15 week period commencing June 1 cannot exceed 4 weeks in total (annual and service).

Employees may delay booking up to two (2) weeks of service vacation until September 30. This vacation is to be taken during the period from November 1 until April 30.

Employees will be able to select any remaining service vacation (depending on employee's entitlement) on a first come first served basis within the employee's selection group up to the maximum permitted by the grid. These selections can be in the remaining spots in this period if available. If an employee fails to submit a selection(s) for remaining vacation in this period, a selection will be made on their behalf.

Dated on April 7, 2008.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles

## APPENDIX "G"

### Packaging & Maintenance TDSS

#### Packaging & Maintenance TDSS

1) TDSS employees will work

a) Packaging/Maintenance:

3 days x 12h (starting on Friday) Friday-Saturday-Sunday (no earlier than Thursday at 11pm and finish no later than Sunday 11pm – excluding holiday exceptions listed below).

2) No use of TDSS operators or trades for production on Fridays (11pm Thursday night to 11pm Friday) unless for coverage of absenteeism, single day vacations.

3) If there is a requirement for planned OT production on Saturday/Sunday or WWF

a) Packaging

M-F employees will be used as primary options or WWF as per the CA to fill the required spots. Outside of Saturday/Sunday, TDSS workers can be used to run equipment to facilitate the operation of the department including production and absenteeism coverage.

Company reserves the right to use TDSS on production on Saturday and Sunday, as long as additional talent (M-F) has been polled. Company would then backfill TDSS operator's time worked on production with a M-F operator to do missed cleaning.

a) Maintenance

Management maintains the right to use a TDSS trades if production is running and an unforeseen breakdown occurs or field additional calls for OT trades in the case of OT productions, or WWF trades in case WWF is working.

1) Production will be defined as running bottles palletizer to filler.

2) The company will determine the complement of seniority employees needed to staff this shift each year.

3) Management will post annually during the last 60 days of the year for volunteers that want to work the TDSS schedule for the following year. Selection of employees will be based on seniority amongst qualified competent applicants. Successful applicants shall remain on the TDSS for one year.

Should the successful applicant have the talent to work WWF they will be able to switch to WWF for the duration of the shift and then switch back upon its completion.



Priority to back-fill is temps first then reverse seniority as per bargaining.

- 4) The company retains the right to schedule seniority employees either onto or off the TDSS based on business requirements, providing that TDSS is in effect for a minimum of 6 weeks duration when worked during months of May through August or 4 weeks duration during the other months of the year. The company will provide 2 week notice of intent to start TDSS.
- 5) TDSS employees will be eligible for M-F OT after all M-F seniority employees have been exhausted.
- 6) In addition to the breaks stipulated in the Collective Agreement, TDSS employees will be entitled to an additional fifteen minute break.
- 7) Sick days: For TDSS employees eligible for the 48h sick time bank, payment for shifts missed due to illness will be made on an hour for hour basis out the employee's bank.
- 8) The company reserves the right to remove a TDSS volunteer employee from such schedule if, in the Company's discretion, that employee's incidence of sudden illness or sick days is appreciably above the norm for TDSS employees. Such action will only be made after the employee has been given an opportunity to correct his/her attendance (meeting with manager and steward) to improve to the norm.
- 9) Holidays: Eight (8) hours holiday pay at straight time will be made to each eligible TDSS employee who qualifies for the holiday payment. No premium payment will be made for work performed on the day observed as the holiday or the calendar day of the holiday. In keeping with the philosophy of the TDSS, the following will apply:
  - a) Monday holiday: TDSS is Friday/Saturday and Monday with Sunday off
  - b) Friday holiday: TDSS is Thursday/Friday and Sunday with Saturday off
  - c) Friday and Monday holiday: TDSS is Thursday/Friday and Monday with Saturday and Sunday off
  - d) In any of the holiday examples above, the company can change the day worked by the TDSS employees to adapt to the production requirements when there is planned production in overtime.
- 10) Bereavement: Same provisions will apply from section 22.01
- 11) No meal allowance will be provided to employees on TDSS
- 12) No shift premiums will be received by employees on TDSS
- 13) 1 week of vacation shall be comprised of the Friday/Saturday/Sunday, with Sunday being the 7<sup>th</sup> day of that week.

14) During the weeks of Christmas and New Years TDSS employees will return to M-F work schedule



**Letter of Understanding No. 1 (Retail Store Staffing)**

April 11, 2008

**Re: Retail Store Staffing**

Seniority employees working in the Retail Store will be paid the hourly wage rate applicable to employees with a seniority date which post-dates the effective date of the collective agreement. Temporary employees will be paid the temporary employee rate.

Seniority employees working in the Retail Store will not be eligible to apply for vacancies posted in the plant or elsewhere nor shall they be permitted to use their seniority to bump into the plant unless the Company closes the Retail Store in which case such employees may, subject to the provisions of Sections 10 and 11, utilize their seniority, if possible, to claim a job in the plant. It is also agreed that employees employed in the plant shall not utilize their seniority to displace junior or temporary Retail store employees notwithstanding any other provision of the collective agreement.

All Retail Store seniority employees will be scheduled to work a Monday to Friday work week.

Temporary employees shall earn straight time rates for work on Saturdays and shall be paid time and one-half (1.5) the straight time temporary employee rate for work performed on Sundays.

The parties agreed that future Retail Store job postings will require educational qualifications and Marketing/Sales or related prior experience as qualifications for these positions.

The parties have also agreed that all absences from work by Retail Store employees will be covered using Retail Store temporary employees.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## Letter of Understanding No. 2 (Mandatory Retirement)

January 23, 1996

### Re: Mandatory Retirement

This letter is to confirm our understanding at negotiations regarding mandatory retirement.

Should mandatory retirement at age sixty-five (65) be no longer permitted by law in this province and a regular employee continues in employment beyond his normal retirement date, the following conditions shall govern such employment and be added to the Collective Agreement.

1. The pension to which the employee has become entitled at his normal retirement date (the "pension") shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.
2. The employee's pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventy-first (71) birthday whichever shall first occur (the "pension date").
3. The employee's pension will include any escalation benefits which occur from his normal retirement date to his pension date.
4. No contribution to the Pension Plan will be made after the employee has reached his normal retirement date and no service shall be created after the aforementioned date.
5. An employee's pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.
6. An employee's pension benefits will be actuarially reviewed effective as at the pension date having regard to the employee's pension having been deferred since his normal retirement date.
7. For purposes of calculation any minimum pension supplement, the Canada Pension Plan and Old Age Security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.

8. An employee who continues in the employ of the Company after his normal retirement date as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 3 (Contracting Out)**

July 18, 2015

**Re: Contracting Out**

The intent of this letter is to clarify the present practice of contracting out in the Plant Services Department.

1. Notifying the Union as soon as is practicable of outside contractors coming in to do work;
2. Communication via e-mail to the Union President and Maintenance Executive Representative of projects in progress and outside contractors doing said project;
3. Continue the practice of having Labatt employees do work considering the efficient operation of the company and whenever in the opinion of management this is practicable;
4. Continue restriction of outside contractors to trailers (no permanent on site workshop).

It is understood that the above statements will in no way deter Labatt's right to outside contract.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 4 (Promotions Store Staffing)**

January 23, 1996

**Re: Promotions Store Staffing**

This letter is written to confirm the understanding of the parties reached during negotiations with respect to the matter of promotions store staffing.

In the event that a promotional sales area is established as part of the retail beer facility at the London Plant any full-time position created as a result thereof will be recognized as a bargaining unit position. It is acknowledged and understood, however, that this position shall be subject to the following conditions:

1. The selection criteria shall be established by the Sales and Marketing Department. The final candidate selection will be subject to the approval of the Sales and Marketing Department.
2. The position will be posted within the London Plant, and the selection of the successful candidate will be based solely on qualifications, without regard to the seniority position held by the candidate in the Bargaining Unit.
3. Relief staffing for this position during times of vacation and illness shall be performed by the regular relief employee and Saturday work will be performed by Temporary Employees selected by the Marketing Department.
4. Employees laid off as a result of a workforce reduction in the production and plant services area shall not be permitted to exercise their bumping rights to displace the employees selected to perform the promotional sales function in the retail store.

Prior to the opening of the proposed promotional sales area, the Company and the Union shall meet to discuss any other matters related to its staffing not specifically referred to in the paragraphs above.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 5 (GWP)**

January 23, 1996

**Re: Guaranteed Wage Plan**

During the 1991 negotiations the parties discussed certain arbitration awards concerning the application of the Guaranteed Wage Plan.

It was agreed that the decisions rendered pertaining to the Newfoundland (“must take”), and the Alberta (“use it or lose it”), GWP awards would not be applied in Ontario.

It was further agreed that the Saskatchewan (“less than one week layoff”) GWP award would not be applied in Ontario.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles





**Letter of Understanding No. 6 (Shunters)**

July 18, 2015

**Re: Shunters**

The following confirms our agreement regarding the above subject matter.

The Company and Union agree to eliminate the position of “Relief Shunter.”

In addition, both parties agree that a displaced driver will bump back into the warehouse instead of packaging.

When the drivers are working in the warehouse, their hours will count toward the 60/40 rule with respect to the total hours in the overall calculations.

They will not be included in the head count for full time positions determined by the 60/40.

We agree to hire outside drivers at the London Tier II rate of pay. Current incumbent, Chester Lister’s rate will be corrected to reflect this as well.

Drivers can be pulled from the floor to work in the shunter role at the Company’s sole discretion. If there is an overtime opportunity available, the signed overtime poling protocol will be followed.

This agreement is made strictly without prejudice or precedent.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 7 (Janitorial Work)**

April 3, 2008

**Re: Janitorial Work**

As a result of discussions during negotiations, the Company committed as follows:

Provided there is janitorial work available to do, the Company will not contract out janitorial work if the direct result of such action would cause a current seniority janitor to lose his janitorial job.

As current bargaining unit janitors leave those positions by quitting, retiring, being terminated or otherwise leave active service (Weekly Indemnity or LTD or Workers' Compensation) the Union recognizes the Company's right to contract out such work without challenge from the Union.

If a janitor leaves his position, the remaining janitors will select the shift of their preference in order of their seniority. The open shift will be covered by the contracted personnel.

The contracted personnel engaged will perform only janitorial duties.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## **Letter of Understanding No. 8 (Health & Safety Legislation)**

May 2, 2002

### **Re: Health and Safety Legislation**

The Company and the Union remain committed to the Occupational Health and Safety Act and Company Health and Safety Policy.

### **Joint Committee**

The committee will have a maximum of five Worker Representatives appointed by the union.

There shall be two (2) co-chairs of the committee, one which will be appointed by the union.

The Worker Co-chair will only be assigned to the A shift, however, it is understood and agreed that the performance of his duties as Worker Co-Chair and Health and Safety Representative may require him to be scheduled occasionally on other shifts. The Parties further agree that the Worker Co-Chair may be assigned to production duties so long as such assignment does not unreasonably limit his ability to perform his duties under the Act.

### **Training**

At least two members of the worker representatives on the JHSC will be certified as per the Occupational Health and Safety Act.

Appropriate additional training will be provided for all members of the JHSC on an annual basis.

### **Alternates**

The union will provide the company with the name of the certified member and their alternate on an annual basis. The certified member will notify the company if the alternate is to act in their place. If any worker member of the JHSC

withdraws from their role on the committee, training will be provided to the new member as soon as reasonably possible.

## **Reports**

Workplace inspections will be conducted on a monthly basis. All such reports will form part of the monthly minutes of the JH&SC. All health and safety policies, training materials and WSIB Form 7's that relate to current, active members of the bargaining unit on an individual request basis will be provided to the designated certified worker representative and to the Union office. Any confidential reports are expected to be kept in a secure place.

## **Rights of Workers**

Should the current legislation be changed, the workers, members of the committee and the members of the Union will receive the greater protection and rights of either the legislation or this document.

This letter will form part of the Collective Agreement.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## **Letter of Understanding No. 9 (Maternity/Adoption Leave Benefits)**

July 18, 2015

### **Re: Maternity/Adoption Leave Benefits**

During the recent negotiations, the Company agreed to provide a supplement to Employment Insurance Maternity/Adoption Leave Benefits for female seniority employees as follows.

#### **Eligibility**

All female seniority employees who qualify for Employment Insurance Maternity/Adoption Benefits (E.I. benefits) and who have twelve (12) months of unbroken active service immediately prior to the Maternity/Adoption Leave.

#### **Amount of Benefit (Top Up of E.I.)**

#### **Maternity Leave**

For the two (2) week E.I. waiting period:

- 100% of pre-leave weekly base earnings (1<sup>st</sup> two weeks)
- Then 75% For a maximum of the fifteen (15) weeks thereafter:

Assuming an E.I. weekly benefit of \$413.00, a top-up equivalent to 75% of pre-leave weekly base earnings.

#### **Adoption Leave**

For the two (2) week E.I. waiting period, benefits will be the same as Maternity Leave Benefits.

For a maximum of the ten (10) weeks thereafter:

Assuming an E.I. weekly benefit of \$413.00, top-up equivalent to 75% of pre-leave weekly base earnings.

In no case will the Company be required to make up the difference should the level of weekly E.I. benefits fall below \$413.00. In the event that the level of

E.I. benefits should increase, this shall reduce the supplement to be provided by the Company.

Normal earnings adjustments occurring during any leave would be deferred until such time as the employee returns to work.

The employee must provide the Human Resources Department, as soon as possible during her leave, with proof of eligibility to receive E.I. benefits i.e. E.I. cheque stub or letter of acceptance. No payments will be issued until such time as documentation establishing the employee's entitlement to E.I. benefits is received by the Company.

**Disqualification for Benefits**

An employee will not be eligible for Top-Up of E.I. payments from the Company if she...

has failed to apply for E.I. benefits or is disqualified from receiving E.I. benefits by any reason other than serving a two (2) week waiting period;

or

for any period of time in which the employee is eligible to receive a benefit provided by the Company's Weekly Indemnity or Long Term Disability Plans or is eligible to receive Workers Compensation benefits.

The Company is under no obligation to repay any E.I. benefits or other benefit plan payments which are subject to income or other tax or recovery pursuant to a right of offset or clawback.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 10 (MFRA)**

July 18, 2015

**Re: Manpower Force Reduction Allowance (M.F.R.A.)**

The following represents our agreement with respect to the payment of a M.F.R.A. by the Company to certain employees who qualify for and take 85 Point Retirement during the period in which they are in receipt of 85 Point Retirement pension benefits. It is understood that the M.F.R.A. is only available to employees who elect to retire during the term of the Collective Agreement.

The M.F.R.A. will not be paid to any employee who qualifies for and takes his pension at Normal Retirement Date, or an S.E.R, Other Early or Disability Retirement pension. Moreover, an employee who is in receipt of any separation, severance or other periodic payments which are designed to bridge him/her to pension benefits shall not be entitled to receive the Allowance while in receipt of such benefits. If an employee takes his separation pay in a lump sum, he/she shall not be eligible to receive the Allowance for the period represented by the number of weeks of separation pay he/she has received commencing from the date his/her employment is terminated and regardless as to whether he/she is in receipt of 85 Point Retirement Benefits. It is understood and agreed that the payment of this M.F.R.A. is made solely from Company operating revenues and that no part of this Allowance shall be treated as a pension benefit payable out of the pension plan.

Each year of the Collective Agreement some employees will be eligible for the Allowance based on any of the following combinations of age at retirement and completed years of credited service. (Grid will be applicable as of the past practice- any full or fraction age of years of service adding up to 85 points.)

<b>Age at Retirement</b>	<b>Minimum Completed Years of Credited Service</b>
55	30
56	29
57	28
58	27
59	26

The amount of the M.F.R.A. paid to qualifying employees by the Company shall be determined as at the date of retirement. The initial benefit which an employee is entitled to at date of retirement shall not increase for any reason during the period in which he/she is entitled to receive the Allowance. In no case shall benefits be paid subsequent to the date which an employee commences to receive his/her pension at Normal Retirement Date.

No other combination of age and minimum years of credited service other than those listed above will qualify an employee for a M.F.R.A. However, in the event of a brewery closure the M.F.R.A. will be allowed to those qualifying employees in the closing brewery only who have 85 points composed of a minimum age of fifty-five (55) at the time of closure and may not have the required twenty-five (25) years of minimum service that would normally be required.

The monthly allowance to be paid to qualifying employees shall be calculated as follows:

- (a) If you retire on or after January 1, 2015 and before January 1, 2016, the excess of \$3,204 over the unadjusted 85 Point Retirement Pension;
- (b) If you retire on or after January 1, 2016 and before January 1, 2017, the excess of \$3,219 over the unadjusted 85 Point Retirement Pension;
- (c) If you retire on or after January 1, 2017 and before January 1, 2018, the excess of \$3,234 over the unadjusted 85 Point Retirement Pension;
- (d) If you retire on or after January 1, 2018 and before January 1, 2019, the excess of \$3,244 over the unadjusted 85 Point Retirement Pension.
- (e) If you retire on or after January 1, 2019 and before January 1, 2020, the excess of \$3,254 over the unadjusted 85 Point Retirement Pension.
- (f) If you retire on or after January 1, 2020 and before January 1, 2021, the excess of \$3,269 over the unadjusted 85 Point Retirement Pension.
- (g) If you retire on or after January 1, 2021 and before January 1, 2022, the excess of \$3,283 over the unadjusted 85 Point Retirement Pension.
- (h) If you retire on or after January 1, 2022, the excess of \$3,298 over the unadjusted 85 Point Retirement Pension.

For greater certainty, the 85 Point Retirement Pension shall be determined as of the employee's 85 Point Retirement Date in accordance with Section 9, of Appendix B and shall not be adjusted for the 10% reduction pursuant to Section 12 of Appendix B or for any other applicable reduction.

Since the Allowance does not form part of the Pension Plan for Labatt Wage Employees, no payments by the Company on account of the Allowance will be made to



the employees surviving spouse in the event that the employee dies while in receipt of the monthly Allowance.

Finally, we agreed that the Company would deduct the total amount of M.F.R.A. benefits paid to employees from any gratuitous general enhancement fund given to the Union for its use by the Company in the event of a plant closure.

This letter and obligations arising hereunder shall expire and cease to have binding effect from and after February 1, 2019, provided that any employee who commenced to receive benefits hereunder on or prior to February 1, 2019 shall continue to receive benefits as stipulated herein.

However, the following 12 employees named below, who will be eligible to retire after January, 31 2019 and before December 31, 2022 will have a one-time eligibility for M.F.R.A. on the first date on which they will become eligible for a 85 Point Retirement under the Labatt Retirement Plan (refer to section 9 of Appendix D). . If an employee named below does not retire on the first date on which he/she qualifies for 85 Point Retirement, he/she will not be eligible to receive an amount under the M.F.R.A. at his/her retirement after that date.

Deb Arsenault

Ivan Bielik

John Chisnall

Jeff Fleet

Doug Haffner

John McLennan

Zofia Morawiec

Jaime Mueller

Debora Nickles

Mike Turgeon

Brad Wells

Kevin Wilson

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## Letter of Understanding No. 11 (Staging Department Manpower)

July 12, 2005

### Re: Staging Department Manpower

As a result of two grievances filed and discussions held in July 2005 between representatives of the Local Union and Branch Local Union and the Company, it was agreed by all parties that Letter #20 of the London collective agreement should be revised. The following incorporates the agreements reached.

So long as the commitments outlined with respect to the employment of seniority employees in the Staging Department are met, the Company shall be entitled to use Temporary employees on a year round basis in that Department.

1. In determining the number of seniority employees to be employed in the Staging Department from year to year, the following method shall be used:
  - (a) The ratio of Seniority to Temporary employees will be 60:40 and will be determined, subject to significant changes outlined below, within the first two weeks of January each calendar year starting in January 2006 for that year and each succeeding year. Actual numbers of employees working in Staging the prior year as outlined in 1(b) & (c) will be the basis for the calculation.
  - (b) The formula to be used is as follows:
    - (i) Disregard the six months in the prior year having the most manpower employed in Staging;
    - (ii) Disregard the three months in the prior year having the least manpower employed in Staging;
    - (iii) The average manpower employed in Staging for the remaining three months of the prior year will be utilized.

In determining manpower employed for purposes of the calculation, we have agreed that 168 straight time hours of work performed in Staging in a month will constitute one full time position. Overtime hours are excluded. As well, we agreed to add in the

number of hours represented by Staging employees who are on vacation during each of the three months used for the calculation. (168 hours in a month equals one full-time position).

The sum of the above numbers will be totalled for each month and will be divided by three to calculate the average manpower for the next step.

The 60:40 ratio will be applied to the average to produce the relevant number of seniority employees to be employed in Staging during that calendar year. Any fractions or decimals will be rounded down to the nearest full number in cases of decimal .4 or less and rounded up in cases of decimal .5 or more. The number of seniority employees to be employed in Staging in any year shall include those employees on the Staging Seniority list who are off work on Weekly Indemnity, Workers Safety and Insurance benefits or Long Term Disability.

- (c) The formula will be first used in January 2006 based on the prior year's manpower numbers and this will continue from year to year.
- (d) Notwithstanding the above, 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 alter manpower requirements, the number of seniority employees to be employed in Staging that year will be modified immediately using the formula to reduce the number of seniority employees employed.

A significant change shall mean one which reduces the total manpower complement needed by 20% or more. For certainty, the manpower complement used to determine whether a reduction is warranted is the average produced using the three months to which the ratio has been applied in January of the year in question.

2. Nothing in this letter, including paragraph 4 below, shall prevent the Company from reducing the complement of seniority Staging employees agreed to be employed in that Department where there is a lack of productive work to be performed, provided that temporary employees are first laid off. Any such Staging employees reduced will be returned to Staging when the volume of work warrants an increase in manpower.
3. The Company may use Temporary employees in Staging regardless as to whether any such employees are employed in other Departments and regardless as to the availability of employees to be temporarily transferred from other Departments so long as no seniority employee in Brewing, Staging or Packaging is on layoff from employment.
4. In the event that the application of the formula in any year produces a reduction in the number of seniority employees to be employed in Staging from the number employed in the prior year, the Company may reduce the number of seniority Staging employees employed (in seniority order) with the following exception.

Any reduction in the number of seniority employees employed in the Staging Department below 38 will be accomplished by attrition and not by layoff with the exception of reductions caused pursuant to paragraph 1(d) herein.

5. In this Letter, the phrase “seniority employees employed in Staging” shall mean employees whose seniority resides on the Staging Department seniority list and shall not include seniority employees from other Departments who are temporarily transferred to work in the Staging Department.
6. In the event that the number of employees transferring employment to the London plant from the Toronto plant prevents the Company from using Temporary employees as outlined in paragraph 3 above, and where the Company needs more people to work in Staging than the number of seniority employees dictated by the application of the formula in paragraph 1 above, the following will apply:
  - (i) The Company will temporarily transfer employees from the Packaging Department in accordance with the provisions of the collective agreement;
  - (ii) No Packaging employee so transferred will transfer his seniority to the Staging Department as a result;
  - (iii) Transfers of an employee’s seniority from Packaging or any other Department to Staging will only occur when the employee is the successful applicant for a job posting pursuant to Article 12;
  - (iv) In the event that the Company is required to transfer a Packaging employee to Staging temporarily and subsequent to any initial transfer of such employees who have been returned to the Packaging Department, those employees who have previously been transferred pursuant to paragraph (i) herein will be returned to the Staging Department before any other employees are trained to work temporarily in the Staging Department.
7. 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 levels stipulated above.
8. The parties also had discussions concerning the possibility that, during the life of the collective agreement, the Company might make a decision which would significantly impact our present warehousing method.

We agreed that where the Company was contemplating such an initiative and where the implementation of such an initiative would result in the permanent layoff of seniority employees, the Union would be given at least sixty (60) days notice prior to the implementation of such a decision. The Company also agreed that, at the Union’s request, it will meet with the Union for the purpose of discussing the Union’s position with respect to the staffing of a facility. The

meeting will take place prior to the implementation of any final decision made on this subject.

Please sign and return two (2) copies of this Letter to me to indicate your acceptance of its contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 12 (Utility Helper Backup)**

April 2, 2008

**Re: Utility Helper Backup**

The only position for which there will be a posted backup position will be the Utility Helper position.

This position will be posted plant-wide and all seniority employees with the exception of those in Brewing may apply.

There will be no backup to this backup position.

All other temporary vacancies or absences will be filled by Company assignment if and when required.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## Letter of Understanding No. 13 (Banking Overtime)

July 18, 2015

### Re: Banking Overtime

1. Max 80h accumulated at worked pay rate (2h @ x1.5 = 3h in the bank) per calendar year
2. Banked vacations will be approved by management and in no circumstances will create additional cost or create any impact to the operations of the department
3. Employees will give notice to management of their intention to bank the OT when being polled for the OT shift to be banked. Payment of banked time off and banking of OT may require administrative duties by the employee doing the request.
4. Intention to take in block of 1 week, exceptions may be granted with management approval for up to 5 single days per calendar year.
5. Time accumulated can be taken from May 1<sup>st</sup> to April 30<sup>th</sup> of the following year. Banked OT time off cannot exceed max number of employees allowed in Section 21.04 in the given vacation period unless otherwise approved as per #2 above.
6. Any unused banked OT will be paid at the worked rate by April 30<sup>th</sup> of the following year.
  - a. Accumulate time between Jan 1<sup>st</sup> 2015 to Dec 31<sup>st</sup> 2015
  - b. Use banked time from May 1<sup>st</sup> 2015 to Apr 30<sup>th</sup> 2016
  - c. If not all 2015 hours are used by Apr 30<sup>th</sup> 2016, they will be paid out in the next pay cycle following April 30<sup>th</sup> 2016
7. If employees are allowed banked OT vacations in black out period, the company will be allowed to employ the equivalent number of temps over the blackout calculated # for those days
8. Requests by employee for time off can be made at any point in time after the vacation 2<sup>nd</sup> selection period per section 21.04 is completed for the time requested and will be granted on a first come, first served basis; with final

approval given as early as possible before requested time for full weeks and with the posted schedule on Wednesday for single days.

9. Requests for banked time off can only be made once the time has been fully accumulated
10. To qualify for this program, the employee needs to have scheduled all of his vacation entitlement for the vacation year
11. Maintenance employees will not be allowed to take time off during overhauls unless otherwise approved.
12. Employees may, at their discretion, request payment in cash for overtime hours banked. All such requests must be made in writing and signed by the employee making the request. Overtime monies will be included in the employee's regular direct deposit pay following the request provided a minimum of two (2) weeks' notice is received prior to issuing direct deposit.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles





## **Letter of Understanding No. 14 (Dedicated Staging Midnight Shift)**

July 18, 2015

### **Re: Dedicated Staging Midnight Shift**

This letter will outline our agreement reached at negotiations to institute a dedicated midnight ("C") shift. This agreement may be amended or cancelled at any time by mutual agreement of the parties.

The ability of seniority employees to volunteer for and be placed on a dedicated "C" shift is regarded as a privilege rather than a right.

Each year, commencing in the fall of 2008, the Company will post a notice for employees to sign indicating that they wish to be placed on the dedicated "C" shift. This shift will commence initially on January 1, 2009.

We have agreed that there will be a minimum of two (2) seniority employees scheduled to work on this shift. These will be the senior most eligible employees who volunteer for this shift. If there are insufficient volunteers the junior most seniority employees will be required to work the dedicated "C" shift.

The Company retains the right to schedule employees either onto or off of the dedicated "C" shift for business needs such as, but not limited to, production or volume changes and skills shortages.

The posting for dedicated "C" shift volunteers for the next calendar year will be done by October 1<sup>st</sup> each year and will be removed on October 15<sup>th</sup>. Those already assigned to the "C" shift need not re-apply in order to continue working the "C" shift and will not be displaced. Employees will be notified of the results by the end of October. Selection of eligible volunteers will be done in seniority order. In the event that insufficient volunteers are found to staff this crew, seniority employees will be scheduled on this crew in reverse order of Staging Department seniority.

An employee who is working on the "C" shift may apply in writing at this time to be removed from the dedicated "C" shift. On an annual basis, employees who do not wish to work on the dedicated "C" shift will be removed from this shift upon application and provided that there are other volunteers, or failing that, junior seniority employees available to be scheduled on this crew.

Staging Department seniority employees who volunteer will be eligible to be assigned to the dedicated "C" shift if:

- (i) the Company has not imposed a written warning (Step 2 discipline) or greater discipline on the employee at the time when the annual staffing decisions are made and such discipline is active pursuant to the provisions of Article 13.06 (for the original staffing decision in October 2008, the discipline disqualification will be Step III or greater), and
- (ii) the employee has an acceptable attendance record. The parties discussed this issue at bargaining and have agreed that for purposes of assignment to the "C" shift, an employee who has missed more than 80 hours of scheduled work time for reasons not approved in advance during the one year period preceding the date upon which the annual crewing decisions are made will be ineligible to be assigned to the "C" shift that next year.

An employee who feels that he has been unreasonably denied the privilege of being placed on the dedicated "C" shift may file a grievance provided that such grievance is restricted to an allegation that the criteria set out in this Letter have been misapplied.

A volunteer who, while working on the "C" shift, loses his eligibility as outlined in (i) or (ii) above, will be replaced at that time by the senior most volunteer not assigned to the dedicated "C" shift. If no other volunteers exist, the employee losing his eligibility will be replaced at year-end.

In light of the above, the parties have agreed to delete the Letter dated May 2, 2002 related to "C" to "A" privileges and further agree that the Minutes of Settlement dated June 10, 2005 related to certain "C" to "A" grievances will be inoperative in the Staging Department.

In the event that an arbitrator declares that the provisions of (ii) above relative to attendance are unenforceable, void, discriminatory or the arbitrator amends in any way the criteria set out in (ii) above in any fashion, the provisions of this Letter will become null and void as of that point in time.

**FOR THE UNION:**

**FOR THE COMPANY:**

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Jeff Robinson

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Chad Styles



## **Letter of Understanding No. 15 (Dedicated Packaging Midnight Shift)**

July 18, 2015

### **Re: Dedicated Packaging Midnight Shift**

This letter will outline our agreement reached at negotiations to institute a dedicated midnight ("C") shift. This agreement may be amended or cancelled at any time by mutual agreement of the parties.

The ability of seniority employees to volunteer for and be placed on a dedicated "C" shift is regarded as a privilege rather than a right.

Each year, commencing in the fall of 2008, the Company will post a notice for employees to sign indicating that they wish to be placed on the dedicated "C" shift. This shift will commence initially on January 1, 2009. The Company will determine the complement of seniority employees needed to staff this shift each year.

The Company retains the right to schedule employees either onto or off of the dedicated "C" shift for business needs such as, but not limited to, equipment overhauls, production or volume changes and skills shortages.

The posting for dedicated "C" shift volunteers for the next calendar year will be done by October 1st each year and will be removed on October 15th. Those already assigned to the "C" Shift do not need to re-apply in order to continue working the "C" shift and will not be displaced. Employees will be notified of the results by the end of October. Selection of eligible volunteers will be done in seniority order. In the event that insufficient volunteers are found to staff this crew, seniority employees will be scheduled on this crew in reverse order of Packaging Department seniority. An employee who is working on the "C" Shift may apply in writing at this time to be removed from the dedicated "C" Shift. On an annual basis, employees who do not wish to work on the dedicated "C" shift will be removed from this shift upon application and provided that there are other volunteers or, failing that, junior seniority employees available to be scheduled on this crew.

Packaging Department seniority employees who volunteer (other than those who are members of the dedicated Can Line crews), will be eligible to be assigned to the dedicated "C" shift if:

- (iii) the Company has not imposed a written warning (Step 2 discipline) or greater discipline on the employee at the time when the annual staffing decisions are made and such discipline is active pursuant to the provisions of Article 13.06. (for the original staffing decision in

October 2008, the discipline disqualification will be Step III or greater); and

- (iv) the employee has an acceptable attendance record. The parties discussed this issue at bargaining and have agreed that for purposes of assignment to the "C" shift, an employee who has missed more than 80 hours of scheduled work time for reasons not approved in advance during the one year period preceding the date upon which the annual crewing decisions are made will be ineligible to be assigned to the "C" shift that next year.

An employee who feels that he has been unreasonably denied the privilege of being placed on the dedicated "C" shift may file a grievance provided that such grievance is restricted to an allegation that the criteria set out in this Letter have been misapplied.

A volunteer who, while working on the "C" shift, loses his eligibility as outlined in (i) or (ii) above, will be replaced at that time by the senior most volunteer not assigned to the dedicated "C" shift. If no other volunteers exist, the employee losing his eligibility will be replaced at year-end.

In light of the above, the parties have agreed to delete the Letter dated May 2, 2002 related to "C" to "A" privileges and further agree that the Minutes of Settlement dated June 10, 2005 related to certain "C" to "A" grievances will be inoperative in the bottling areas of packaging

In the event that an arbitrator declares that the provisions of (ii) above relative to attendance are unenforceable, void, discriminatory or the arbitrator amends in any way the criteria set out in (ii) above in any fashion, the provisions of this letter will become null and void as of that point in time.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## **Letter of Understanding No. 16 (Mutual Exchange of Shifts)**

July 18, 2015

### **Re: Mutual Exchange of Shifts**

At negotiations the parties discussed implementing a system whereby seniority employees in the Packaging and Staging Departments could, under certain conditions, request to exchange shifts with fellow employees. This Letter outlines the terms and conditions of this arrangement.

The ability of employees to request and receive approval for shift exchanges is regarded as a privilege and not a right.

Shift exchanges, if approved, will be for a maximum of one (1) week at a time. The deadline for such requests which must be personally submitted to the requesting employee's Line Manager, in writing, shall be 4:00 p.m. on Thursday of each week for the following week. The request shall stipulate all details of the requested change.

In the Packaging Department where the final posted shift schedule changes from the tentative schedule posted earlier in the week in a way which impacts an employee's shift request which was otherwise properly made, the employee will be allowed until 4:00 p.m. Thursday to amend his request.

The obligation to find a willing fellow employee of similar skills with which to exchange shifts shall be that of the employee wishing to initiate the change. In assessing the request, supervision may consider operational requirements which go beyond the particular piece of equipment to be operated by the employees exchanging shifts.

Under no circumstances will shift exchanges cause overtime to be incurred. Each of the employees to the proposed exchange of shifts must be eligible to do so.

Employees will be eligible if:

- (i) the Company has not imposed a written warning (Step 2 discipline) or greater discipline on the employee at the time when the request is made and such discipline is active pursuant to the provisions of Article 13.06; and
- (ii) the employee has an acceptable attendance record. The parties discussed this issue at bargaining and have agreed that for purposes of shift exchanges an employee who has missed more than 80 hours of scheduled work time for reasons not approved in advance during the one year period preceding the date upon which the request is made will be ineligible. Under no circumstances will shift exchanges cause overtime to be incurred or change of shift premium. Each of the employees to the proposed exchange of shifts must be eligible to do so.

An employee who feels that he has been unreasonably denied the privilege of a shift exchange may file a grievance provided that such grievance shall be restricted to an allegation that the decision of management was made arbitrarily or in bad faith.

In the event that an arbitrator declares that the provisions of (ii) above relative to attendance are unenforceable, void, discriminatory or the arbitrator amends in any way the criteria set out in (ii) above in any fashion, the provisions of this Letter will become null and void as of that point in time.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 17 (C to A Privilege on Can Line)**

April 3, 2008

**Re: C to A Privilege on Can Line**

The purpose of this Letter is to record our agreement with respect to certain Can Line seniority employees who may have the opportunity to avoid working "C" shift periodically.

Each September the Can Line Manager will put a notice for employees who may sign to indicate their desire to request C to A privileges. This privilege will not apply during the months of December, April, May, June, July, August and the first two (2) weeks of September.

The privilege will apply where the Can Line is running both a C and an A shift and where there is a requirement for manpower on the "A" shift which would otherwise be filled by a temporary employee. A more junior seniority employee shall not be displaced from his/her assigned shift as a result of the application of the C to A privilege.

The employee on the "C" shift who seeks to move to "A" shift must be qualified to perform work on an open job and at all times the Company shall have the right to staff all shifts with qualified employees necessary to run the shift.

In weeks in which this privilege may be exercised, a maximum of one employee who has signed the list will be moved to "A" shift.

In the event that the Company institutes a dedicated "C" shift on the Can Line, this Letter will become inoperative.

Finally, in light of this Letter the Minutes of Settlement dated June 10, 2005 related to certain C to A grievances cease to have any effect.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles





## Letter of Understanding No. 18 (Educational Training and Assistance)

### **Educational Training and Assistance**

**ISSUED:** January, 1995

**REVISED:** February 22, 2008

It is the policy of management to create an environment that will encourage employees to develop their talents to the greatest degree possible to maximize job satisfaction and to achieve established goals and objectives both for the employee and the Company.

In this respect, financial assistance for educational programs will be available to employees to aid them in achieving this objective.

### **Guidelines**

Training and education activities should be based on needs whether for personal career development or for job improvement.

The following criteria should be considered:

- needs of employee and the Company for a particular type of training
- the capacity of the individual as shown by work, performance, scholastic record, etc.
- opportunities available for the individual to use the knowledge gained for the employee's and/or the Company's interest

To this end, proposed courses must be discussed by the employee with their Line Manager and Department Manager as well as the People Department. The People-Department will have records of availability and assessment of courses and will endeavour to assist the employee in selecting appropriate training or education programs.

### **Outline of Courses**

Generally, these courses will fall into one of three categories:

#### **1. Professional and Occupational**

These are courses the content of which apply primarily to the skills and knowledge related to particular professions and occupations with the Company.

## 2. Management

These courses the content of which apply to the broader skills of managing and administering and/or providing general business knowledge of all major departments in an organization.

## 3. Other

These are courses that do not fit into either of the broad categories above. The criteria for taking these courses will be based on its applicability to the individuals present or future job requirements and overall personal development as reflected in the employee's one to one development plan.

The types of programs in all three categories will normally be those offered by accredited educational or professional institutions.

### **Recommendation and Approvals**

Subject to the overall Management approval of and limitations established by annual operating budgets and, where applicable, in cases of time off, day-to-day department manpower requirements must be considered.

- Part-Time Courses or Seminars
  - ⇒ Programs must be approved by the respective Department Head, Plant Manager and People Manager
- Full-Time Courses
  - ⇒ Programs that involve absence from work of a significant time (more than two weeks) must also be approved by the People Manager.

The Company will reimburse employees for 100% of the fees connected with the course upon its successful completion or, in the case of an attendance requirement, a certificate indicating 80% attendance.

The individual must submit an achievement or attendance certificate and fee receipt at the end of the course to receive a refund for the fees that have previously been paid by the employee.

As an alternate arrangement, the individual may borrow half of the money from the Company to be applied towards payment of the fees in advance. In such cases, the employee must sign a promissory note for the amount that will be held until clearance is received from the People Department. This will take place when the employee has presented the satisfactory certificate registration and participation in the course. In the case of employees failing to successfully complete the requirements of the course, arrangements must be made to reimburse the Company for the amount of the advance.

All such courses taken by employees shall be reported to People Department for recording on the individual's permanent employment record file and the SHARP Operations system.

Cost of courses will be borne by the local People Department for courses pertaining to Professional career development and courses pertaining to technical development will be borne by the respective departments.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 19 (Payment of WI while waiting for WSIB Approval)**

May 2, 2002

**Re: Payment of WI while Waiting for WSIB Approval**

The letter will confirm that for permanent employees, weekly indemnity benefits may be paid while awaiting approval of WSIB benefits. Repayment of these funds advanced will be made upon acceptance and payment of WSIB benefits. To qualify, employees must sign a promissory note to Manulife to repay the funds.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 20 (Attendance Program)**

May 2, 2002

**Re: Attendance Program**

During negotiations the parties agreed that, as part of exercising its general management rights, the Company may unilaterally amend the existing attendance control program or implement a completely new attendance control program. The Company agrees that prior to developing any modified or new attendance control programs it will meet with the Union so that the Union may have meaningful input into the development of the modified or new program. It is further understood that the Union reserves its' right to grieve any part of a new or modified program.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 21 (Work Related Travel)**

**Re: Work Related Travel**

The opportunity to travel for business purposes is voluntary and of mutual benefit, but there are also costs involved. For the Company, these costs involve travel and sustenance costs, costs associated with the loss of the employee from his/her Plant job, and replacement costs. For the employee, the cost may be time away from family, and travel scheduling which cannot always be arranged to the complete convenience of the employee.

When employees travel on Company business or training, they are credited with 8-hour days and 40-hour weeks. In some cases travel may be required outside normal work hours and employees will not receive overtime pay, premium pay, or time off for this.

The training, conference, or plant visit time may also be irregular, longer or shorter than 8 hours per day, or involve work activity split into different parts of the day. Again, the employee will receive 8 hours per day or 40hours per week of straight time pay for these occasions.

All reasonable expenditures for which an employee will expect reimbursement must be accompanied by receipts. Please see your manager for information and assistance in completing expense forms.

Employees may receive cash advances to cover anticipated expenses. Any travel advances will be paid prior to your trip, and you will be responsible for all monies advanced. In these cases, an expense report must still be filed including receipts. The travel advance will first be deducted, and money left over will be returned to the Company, or a negative balance paid to the employee.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 22 (Posted Vacancies – Packaging Department)**

July 18, 2015

**Re: Posted Vacancies – Packaging Department**

The Parties agree that the only posted positions in the Packaging Department under section 12.01 of the collective agreement are the following:

- Main Floor Utility (by crew) .This position will remain while the current employees stay in the position. If any of these employees take another posting (including one of the 4 day shift postings) or leave the company, this position won't be posted anymore.
- Four (4) posted day shift positions by seniority.
- Production Fork Truck/Baler (by crew)

The Parties agree that posting for back up of these positions will no longer continue.

The Company will continue to post permanent vacancies outside the Packaging Department.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 23 (Maintenance Work by Powerhouse Employees)**

May 2, 2002

**Re: Maintenance Work by Powerhouse Employees**

Provided that it will not create unnecessary overtime:

- (a) Maintenance work within the Powerhouse will be performed by Stationary Engineers if they have the requisite skills to perform it; and,
- (b) Maintenance work outside the Powerhouse will not be performed by Stationary Engineers unless they are the only employees who have the skills and qualifications to perform it.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles





**Letter of Understanding No. 24 (Support of Hourly Retirement Celebrations)**

April 22, 2008

**Re: Company Support of Hourly Retirement Celebrations**

Following our discussions of April 2008, please accept this letter as notification of our intent to continue the Company's practice of funding Amber Lounge retirement parties for hourly employees at the London Brewery.

The following items detail the terms of this continued arrangement:

1. Should an hourly employee choose to have a retirement celebration in the JKL room (as long as it remains open), the Company agrees to provide/pay for a bartender (4 hours maximum), beer/juice for consumption at the celebration, and light snacks (chips/pretzels). However, parties outside of the John Kinder Labatt Lounge will not be supported or funded in this manner.
2. Departments will continue to provide a small gift to departing employees e.g., Transportation usually gives a small model truck, Packaging usually gives a wall plaque.
3. It is agreed that should the Company decide to alter this practice, it will provide the Union with one (1) year notice of such a change.
4. It is agreed that the Company and Union will not consider this arrangement as forming part of the current or future collective agreements. As such, it is agreed that this matter is not arbitrable under the terms of the agreement.

As agreed this letter does not form part of the collective agreement.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



**Letter of Understanding No. 25 (Miscellaneous)**

This letter will confirm the agreement reached at the negotiation concerning the above:

- (a) Top 5 employee(based on 2017) will be Grandfather at 100% on major medical
- (b) Special Fund created and manage by SEIU (details should be drafted)
  - 1) Year 1 & 2: \$0.05/h/full time employee contribution up to 2080 hours and company match
  - 2) Year 3: \$0.10/h/full time employee contribution up to 2080 hours
- (c) 19 new full time employee that should come from the pool of the current temporary employees will have access the vacation bonus as of section 21.06 (below list of names)

Delgado	Tony
Rovers	Jonathan
Fisher	Todd
McCallum	Todd
Nodwell	Kyle
Davila	Emilio
Gheller	Mike
Boismier	Mark
Kirk	Jacqueline
McGill	Chantel
Neable	Murray
Fradgley	Evan
Moriarity	Andrew
Rayner	Roger

Hicks	Paul
McNally	Lloyd
Bullock	Robert
Simon	Stanley
Harris	Mike

- (d) Trades employees hired after June 1, 2008 and before ratification should have variable compensation of pre-dates June 1, 2008.
- (e) Operators Elaine Hayter and Eustace Ferdinand should receive Tier 1 variable compensation rate.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## Letter of Understanding No. 26 (Apprentice Program)

### Re: Apprentice Program

The following represents an agreement between the parties in the administration of an Apprenticeship Program for Skilled Trades.

The Company, at its sole discretion, may hire one (1) Skilled Trade Apprentice to work in each of the following categories in the London Brewery.

Millwright  
Electrical  
Plumbing  
Sheet Metal

External candidates may have already begun their apprenticeship program and have the experience and profile necessary to work in the Brewery. The minimum education requirement for this position will be Grade 12.

In addition to soliciting applicants from outside the Brewery, the Company will post for internal interest on Brewery bulletin boards. However the selection will be at the sole discretion of the Company. Seniority of applicant is not a factor in selection.

Any current full time employees will be red circled at their current wage rate. Once they reach the pay in the table below, the employee will be moved to the higher rate. For variable pay purposes their current wage will be used.

All new hires into the program will be paid the following rates (they will not be eligible for variable pay):

<b>Year in Program (based on hours)</b>	<b>% of Trade Rate*</b>
Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%
Year 5	90%

\*T1 rate for all employees hires before July 18, 2015. T2 rate for employees hired after July 18, 2015.

Apprentice will achieve 1 year of service after completing the following hours:

Electrician/Plumber: 1,800 hours  
Mechanic: 2,000 hours

Where applicable hours will be credited from previous employment against the hours of the 1<sup>st</sup> year of the apprenticeship.

When the apprentice is at school, hours will be credited at 40 hours/week.

School fees and books will be reimbursed by the company.

During periods of time where apprentices are not working they may be eligible for Employment Insurance benefits.

Any apprentice if not eligible for health benefits under the current Collective Agreement will receive an annual lump sum payment of **\$2000** to offset the cost of coverage or claims by an independent provider.

Any apprentice, if not already eligible for retirement benefits will be eligible to participate in the Defined Contribution Pension Plan for Temporary employees as outlined in the current Collective Agreement.

Any apprentice, if not already eligible for coverage under the current Collective Agreement, will have access to uniforms, safety boots and tools.

Any apprentice, regardless of where they are in the program, will be required to successfully complete all requisite training as per Ministry guidelines.

Apprentices can work independently on tasks and projects that fit within their skills and abilities as per the Ministry guidelines. The apprentice will be supervised by a full-time Skilled Trades person only as required by Ministry guidelines and as determined by the Company.

Upon receipt of their Certificate of Qualification, there is no obligation by the Company to continue to employ the apprentice (outside candidate). However, if the Company decides to hire the apprentice into the Maintenance Department, the probationary period will commence at the time of hiring for outside candidate. Inside candidates will be returned to their home department and current wage rate upon completion of the Program if no full time trade is required or if they are not selected for a full time trade position. This can be done at the full discretion of the Company.

It is agreed that apprentices (outside candidates) shall not accumulate any seniority while in the program. Upon successful completion of the program and if the graduate apprentice is hired as a skilled trade, he/she will be entitled to seniority adjustment to a date representing fifty percent of the time served in the Company's apprenticeship program. For the purpose of benefit eligibility calculations the date of hire as a full time skilled trade will be used.

If an apprentice (outside candidate) quits the program before its completion, this employee can be terminated at the sole discretion of the Company. If an apprentice

(inside candidate) quits the program before its completion, they will be returned to their home department and current department wage rate.

The successful candidates will be registered by the Company with the Ministry of Training, Colleges and Universities and the Company will follow the Ministry Guidelines.

Ministry of Training, Colleges and Universities  
Apprenticeships/Client Services  
72-1200 Commissioners Rd. E.  
London, ON N5Z 4R3

Qualification for overtime will be based on departmental equalization and the apprentice will be the last one to be asked. Credit will be allowed for overtime hours worked towards the apprenticeship, but only for the actual hours worked, and only in those instances where the work being performed is part of an uncompleted portion of the apprentices' work schedule.

The Company reserves the right to select, hire and replace candidates at any time. The company also retains the right to suspend or cancel this program at any time.

If an internal candidate is not successful in the apprentice program and is replaced for non-disciplinary reasons, they will return to their home department and wage rate.

It is agreed that the Company and the Union will not consider this arrangement as forming part of the current or any future collective agreement. As such, it is agreed that the matter is not arbitratable under the terms of the agreement.

The parties agree that this agreement shall remain in the effect until the conclusion of the present Collective Agreement and that all reasonable effort will be made to hire at minimum one candidate for the program during this time.

Please sign a copy of this Letter to indicate your agreement to the contents.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles



## Letter of Understanding No. 27 (Commitments)

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

- (f) 5 minute grace:
  - At end of shift only. 5 minutes of grace time to be added to time clocks to allow easier egress and ingress off production floor ( see miscellaneous on MOA)
- (g) Bump cap:
  - Aligned with Zone safety policy and tied with the heat zone policy, except when they are risks. (June 17<sup>th</sup> 2015)
- (h) Manulife:
  - Copy of the master plan shall be given to Union
  - Company is committed to work with the vendor on the personal information's accessibility matter.
- (i) Lump sum in RRSP:
  - Employees will have the option to put their bonus (related to variable compensation, Lump sum (3), vacation bonus 21.06), and sick leave 17.04 into the Sunlife RSSP. Same process as for salaried.
- (j) DC contribution after waiting period:
  - The contribution (employer & employee) will begin the 1<sup>st</sup> of the month following the end of the waiting period.
- (k) Payroll deposit day (Friday):
  - Payroll deposit could be move to Friday. Company will work with union in order to mitigate impacts and to decide timing of implementation.

(l) Basic EAP for temporary employees:

- Temporary employees will have access to a basic service if needed. This will be managed by the London People Manager.

(m) Ratification bonus:

- Ratification bonus of \$650 each for 222 full time employees. This has already been paid.

**FOR THE UNION**

**FOR THE COMPANY**

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Jeff Robinson

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Chad Styles