

AGREEMENT

Between

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION &
GENERAL WORKERS UNION OF CANADA (CAW - CANADA) and its
Local 2027**

and

**HIRAM WALKER & SONS LIMITED
Walkerville/Windsor, Ontario**

JANUARY 03, 2002

to

JANUARY 03, 2005

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NOTE: Where the male/female noun or pronoun is used in this agreement it shall apply to both sexes where appropriate.

AGREEMENT entered into **September 6, 2001**

BY AND BETWEEN

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL WORKERS UNION OF CANADA (CAW - CANADA) and its LOCAL 2027 (hereinafter referred to as the Union),

- and -

HIRAM WALKER & SONS LIMITED, whose principal office and place of business is located at Walkerville/Windsor, Ontario, (hereinafter referred to as the Employer).

WITNESSETH:

PURPOSE & VALUES

The Hiram Walker & Sons Ltd. Plant will become the benchmark of the Distilled Spirits Industry. We the members of the Hiram Walker Plant, strive for excellence in service to our customers through the talents and commitments of our people and the use of modern processes and practices. We will establish and maintain a healthy and safe workplace that fulfils individual needs for mutual trust, personal growth, and appreciation of effort. The Hiram Walker operation will be recognized as having employees that are willing to learn, to change, and to act quickly, to maintain a leading edge position in a constantly changing and challenging market environment.

To realize our goal of becoming the benchmark of the Distilled Spirits Industry requires the combined efforts of the Company, Union and employees. Therefore, all employees (both managerial and bargaining unit) will:

- v Meaningfully participate in the decisions which affect them.

- v Work and assume all tasks for which they are qualified, subject to the collective agreement.
- v Develop and maintain a high level of technical skill.
- v Work toward the satisfaction of internal and external customers needs.
- v Promote efficiency, quality and waste reduction.
- v Support initiative, new ideas, trust, mutual respect, equitable treatment and cooperation.
- v Communicate information promptly, accurately and completely.
- v Assist in training other employees.
- v Take pride in their work and promote and adhere to the highest standards.
- v Provide support to those employees who have difficulty adapting to change or learning new processes.
- v Willing to do any task which they are capable of performing safely and responsibly, subject to the collective agreement.

Both parties agree that their common objective is the desire to make the operation more effective and to enhance the job security of all employees. The parties believe that these objectives can be met through planning, monitoring and guiding departments, in their efforts to bring lasting changes to overall performance.

NOW, THEREFORE, for good and valuable consideration, by each party, to the other in hand paid, at the sealing of these presents, receipt of which is hereby acknowledged, and in further consideration of the mutual promises and covenants hereinafter contained, it is mutually agreed as follows:

CLAUSE 1 - UNION RECOGNITION

(a) The Employer hereby recognizes the Union as the sole labour organization representing the Employer's employees at its Walkerville/Windsor plant, including Pike Creek and any newly acquired plant in Essex County in the Province of Ontario, which may be operated and managed by the Employer, provided, however, that application of this clause conforms with any federal or provincial law or regulation relating to the recognition of any labour organization as the certified representatives of any employees and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agency for and on behalf of such employees.

(b) The term "employees" as used in this instrument shall not include foremen, persons above the rank of foremen, office and clerical staff, chemists, laboratory employees, powerhouse employees and plant guards. Assistant foremen and employees who clean plant offices, other than employees who clean non-plant offices or the reception centre, are to be included in the bargaining unit.

(c) The Employer shall instruct its supervisory employees of the rank of foremen or higher or other employees of the Employer not covered by the bargaining unit that they shall not perform any work that is performed by or assigned to members of the Union by the Employer except for the purposes of instructing and training employees or in cases of emergency. A case shall be considered an emergency if action by the supervisory employee is necessary to avoid or to eliminate a dangerous or hazardous condition, or to avoid loss or damage to the Employer's property or equipment or to the Employer's product.

CLAUSE 2 - UNION MEMBERSHIP

(a) All employees in this bargaining unit will be required to maintain good standing in the Union as a condition of employment with the Employer.

The Union shall be the sole judge of the good standing of its members and any employee who shall hereafter cease to be a member in good standing according to the Constitution and By-Laws of the Union shall, subject to the provisions of the Ontario Labour Relations Act, on notice to the Employer be discharged or suspended immediately, which notice shall contain the reason for expulsion or suspension.

(b) Employees subsequently hired by the Employer shall be deemed temporary employees for a trial period of sixty (60) calendar days after hiring and during such period may be released by the Employer at any time without the necessity of specifying any cause therefore. Upon the request of the Union President the Employer will discuss the reasons for such release.

If a temporary employee works for a period of less than sixty (60) calendar days and is laid off, the first period worked will apply against the sixty (60) calendar days, provided not more than one (1) year has elapsed between the date of layoff and the date he is subsequently rehired.

Such temporary employees shall during such trial period be subject to and abide by all rules and regulations of the Union and they shall pay all required dues as prescribed by the Union.

(c) Temporary employees who are retained by the Employer after the trial period of sixty (60) calendar days shall become regular employees and shall, as a condition of employment, become members of the Union, and their seniority shall date from their date of hire but not more than one (1) year prior to the date they complete their probationary period.

(d) Except for good and sufficient cause, the Union agrees that it will accept all future employees into the Union for the regular initiation fee and accept them into the Union as full members at the conclusion of their sixty (60) calendar days' trial period upon payment of all fees and regular dues.

(e) Subject to the provisions of the Ontario Labour Relations Act all members in good standing shall continue as such provided they abide by and adhere to the Constitution and Rules and Regulations of the Union.

If any employee is expelled or suspended by the Union for good and sufficient cause, he shall upon written notice to the Employer be discharged or suspended immediately. An employee discharged by the Employer for any cause shall be paid off as soon as possible thereafter. Any employee suspended shall retain and accumulate seniority.

CLAUSE 3 - UNION DUES

(a) Upon written authorization by the employee, the Employer agrees to deduct from the last pay cheque of each employee in each calendar month such sum as from time to time may be authorized by the Union from all of its members for regular monthly dues and initiation fees and assessments duly authorized by the Constitution and By-Laws of the Local and National Union and the labour agreement between the Union and the Employer, and deliver the total amount so deducted to such person as the Union shall designate to receive and receipt for such money in the form of a cheque payable to the Union not later than the seventh (7) working day of the following month.

An employee who has and/or was made available forty (40) hours of work in a calendar month or received benefits in lieu of work equivalent to forty (40) hours pay within any calendar month shall be required to pay regular monthly dues.

Benefits in lieu of work shall include the following: SUB Supplemental Unemployment Benefits, vacation pay, holiday pay, Jury duty pay, bereavement pay and paid absence allowance, but shall not include Pension benefits, sick and accident benefits and Workplace Safety & Insurance benefits.

An employee receiving Supplemental Unemployment benefits equal to or greater than fifty (50) per cent of his/her gross pay for a forty hour week, less statutory deductions, within any calendar month, shall pay dues equal to one (1) hour straight time pay per month.

(b) The Employee authorization for such deductions shall be on a form to be approved by the Employer and shall not be revocable by the employee during the term of this agreement, except for assessments which shall be for a specific period of time. The Employer assumes no responsibility for obtaining the execution of such authorization forms from employees. (Appendix No. 1).

(c) Notice from the Union of any change in regular initiation fees, regular dues, or assessments as stated in (a) above shall be given in writing, signed by proper officers of the Union, to the Employer not less than thirty (30) calendar days before such contemplated change is to become effective.

CLAUSE 4 - UNION ACTIVITY

(a) There shall be no coercion, restraint, or discrimination by the Employer or any of its agents against any members of the Union because of membership therein, or the carrying on of any proper union activity.

(i) The company shall provide the Union with eight (8) bulletin boards (i.e. 2 in Finished Goods, 1 in Grain Elevator, 1 in Manufacturing, 1 in Drain & Fill, 1 in Blending and 2 in Pike Creek) to be placed in locations suitable to the Company and solely for the purpose of posting Union matters. All posted material must be pre-approved by the Industrial Relations Department.

(ii) The Company shall provide (including maintenance of) **five** pagers to the Union.

CLAUSE 5 - UNION REPRESENTATION

(a) Each department shall be represented by a Union Steward or other Union representative certified as such by the Secretary of the Union, who shall be recognized by the Employer. The Union shall keep the Employer informed as to the names, departments, current mailing addresses and home telephone numbers of all such representatives.

(b) Both parties recognize that all employees, including Union representatives, have regular duties to perform for the Employer. Both parties recognize that meetings will not be held on the Employer's time for wholly Union matters. Union representatives after arrangements with and permission from the foreman, such permission not to be unreasonably withheld, shall be allowed during their working hours, without loss of time or pay, to leave their regular duties within thirty (30) minutes for a reasonable length of time to investigate, adjust, write and present grievances or complaints within the area(s) they respectively represent, subject to the fact that this procedure shall not be abused by either party. If a Union representative is required to leave his own department for Union business, he shall also be required to obtain the permission of a member of the Industrial Relations Department; or in their absence, permission may be obtained from the representative's immediate foreman.

If there is a dispute pertaining to abuse of this procedure by either party, discussions shall be held and if no agreement is reached, the matter shall be subject to grievance and arbitration procedures.

(c) Union representatives up to six (6) in number shall be allowed reasonable time without loss of pay to attend meetings with Management or meetings mutually called by both parties. The Company shall recognize two skilled trade representatives (Bottling & Central Maintenance), one of which shall be included in the aforementioned "six (6) in number."

The Company and Union will meet monthly or at such greater **or lesser** intervals as may be agreed to by the parties for the purpose of discussing grievances, complaints and matters of mutual concern. The Company further agrees to hold other meetings to deal with important issues such as suspensions and discharges at mutually agreeable times.

One union representative (eg. union president) shall be permitted to join the company representative during the "New Hire Orientation" process. Such union representative shall be compensated at their regular rate should the orientation be conducted during regular working hours or compensated in accordance with the collective agreement, if such orientation is conducted outside of regular working hours.

The union shall appoint one representative from each trade. Should a jurisdictional/demarcation dispute arise over work assigned to Local 2027, one trade representative from each of the trades involved will meet with a management representative for the purpose of resolving said dispute.

(d) Representatives of the National Union may attend meetings between the Industrial Relations Manager and the Grievance Committee. Such representatives may visit the plant during normal business hours to investigate pending grievances. All visits shall be of a reasonable duration. It is understood that permission must be obtained from the Industrial Relations Manager or his designate prior to such representative entering the plant. It is further understood that such representatives shall be subject to all plant rules and regulations while on the Employer's premises.

CLAUSE 6 - MANAGEMENT RIGHTS

The Employer shall have full authority in the operation of all branches of its business, including the right to employ any person it may see fit, to maintain discipline and enforce reasonable employment rules, and to discharge or suspend any employee who is in any way unsatisfactory to it; provided, however, it shall not discriminate against any member of the Union for a proper union activity nor shall this clause be interpreted to invalidate other portions of this contract. Upon request of the Union, the Employer shall advise the Union President (or his designate) upon request the reason(s) for any discharge or suspension.

CLAUSE 7 - WORKING SCHEDULE

7(i) The working schedule for all employees shall consist of not more than forty (40) hours per week divided into not more than eight (8) hours per day, Monday through Friday, except in the manufacturing departments including manufacturing maintenance where the schedule calls for Monday through Saturday operation.

7(ii) Notwithstanding 7(i), should the Employer require a 7 day/21 shift operation, the Company and the Union will meet to determine a pattern of work schedules equitable to both parties. Alternatively, at the Union's request, the Company will implement a 7/day/12 hour/day shift schedule provided the Company incurs no penalties or additional cost. Hours worked on a Saturday or Sunday will be maintained at current Premium pay.

It is understood that the Company will only implement a 7 day /21 shift operation when projected yearly requirements exceed what can be produced on a 5 day work schedule. This schedule will not be used to accelerate production to enable a distillery shutdown. If a 7 day /21 shift operation is implemented in Manufacturing during the term of this agreement and then is subsequently discontinued, Clause 14b(ii) (90 day recall) can not be utilized for a period of 6 months from the date the 7 day /21 shift operation ceased. The aforementioned does not apply when the discontinuance of the 7 day /21 shift operation is due to a major maintenance or capital installation in the Manufacturing Division.

7(iii) The Employer agrees to post the various working schedules in appropriate locations within the plant by the preceding Wednesday of each week. If such schedules are to be changed, as much notice as possible of such change will be given.

CLAUSE 8 - OVERTIME

(a)(i) All time worked in excess of eight (8) hours in any twenty-four (24) hour period beginning with the starting time of employees' regular scheduled shifts, or forty (40) hours in any one week, shall be deemed to be overtime and shall be paid for at the rate of time and one-half. It is understood that eight (8) hours in such twenty-four (24) hour period will be paid at straight time if worked. This overtime rate does not apply in the case of mutual arrangement between employees and the Employer on exchange of shifts, upon the request for such exchanges by employees. When shift workers are required to work overtime, the shift premium shall be added to the regular rate of pay and the overtime rate applied to the total thereof. The employee's shift as outlined in clause 21(h) and (j) shall determine the amount of shift premium applicable on overtime. In determining overtime compensation, employees shall receive credit for a regular work schedule on a holiday.

(ii) All hours worked or refused by an employee prior to and/or after an employee's regular scheduled shift, shall be deemed overtime and charged as such.

(iii) All hours worked on a Saturday in excess of 8 overtime hours will be compensated at the rate of double time the employee's regular rate.

(b) For Saturday work and work on a scheduled day off, the Employer shall pay all employees at the rate of time and one-half their regular rate and for Sunday work at the rate of double time their regular rate.

(c)(i) Subject to (c)(ii), an employee's Monday through Friday shift shall determine the shift he/she is eligible to work when overtime is required on more than one shift on either Saturday or Sunday.

(ii) When weekend overtime is required on one shift only, that overtime will be offered in turn regardless of the employee's Monday through Friday shift.

(iii) Scheduled "shift rotation" will not be changed for the purpose of equalizing overtime.

(d) Any overtime required in any department or classification shall be performed by employees of such department or classification if help is available. Overtime work will be equalized as far as possible. No employee on restrictions will be bypassed while overtime is being offered provided they have the capability to perform the required overtime work and such work falls within their restrictions.

(e) Overtime work will be voluntary on the part of each employee and no employee will be disciplined for refusal to work overtime if someone else is available to do the work. The Employer may assign needed employees to work overtime in inverse order of seniority, **with the understanding that an employee will not be assigned to work more than twelve (12) hours of overtime in a given week.**

(f) It is understood and agreed that the obligation of the Employer is to equalize overtime as far as possible among its employees as herein set out.

The Union understands that the Employer may on occasion make an honest error in selecting employees from the equalization lists for overtime work and agrees that, provided the Employer assigns at least an equal amount of overtime work to employees passed by through honest error within eight (8) calendar days or pays the overtime missed by the improper assignment, such honest error will not be cause for grievance. Any overtime hours compensated pursuant to this, paragraph shall be charged as such.

(g) Overtime will be distributed equally as far as possible according to department and classification.

(1) An employee's classification, for the purpose of recording overtime, will be that classification which he or she holds (either permanent or temporary).

(2) A Trades Group Leader shall not work on overtime to the extent that he replaces another tradesman.

(3) When the company does not require a trades group leader to work overtime and where insufficient tradesmen have consented to work the required overtime, the company, prior to implementing Section (e) of this clause, will offer such overtime to the qualified trades group leader. Any overtime in such instance will be worked at the **group leader rate.**

(4) Anyone temporarily assigned or on loan to a classification shall not receive overtime in that classification until all regular classified employees have been asked. All overtime hours worked in the classification will be charged against the employee's classification which he or she holds (either permanent or temporary).

(5) Employees temporarily assigned or on loan to a classification shall not be entitled to work overtime within their permanent classification and or department during such assignment or loan.

Daily assignment or bans shall be considered 12:01 a.m. to 12:00 midnight. Weekly assignments or loans shall be considered to cease at 12:00 midnight Sunday.

(6) Any employee on official union business in the event overtime occurs is not available and cannot be charged.

(h) When employees:

(1) Transfer into a department as general help, or

(2) Qualify in a classification, they will be charged with the greater of the average recorded overtime in their new classification within that department or with the number of overtime hours carried over from their previous department or classification. From that date, they will be offered overtime in their turn.

(i) Overtime of one hour or less need not be offered in rotation. Overtime in excess of one hour will be offered to employees with the least recorded overtime within the classification as far as possible and according to seniority when the overtime hours are equal. All overtime will be recorded.

(j) For the purpose of recording overtime, the employee will be charged with the number of hours' pay involved at the regular hourly rate, e.g. eight (8) hours worked at one and one-half times the regular rate would be charged as twelve (12) hours' overtime. All overtime paid at one and one-half or double time will be charged as such. All hours refused by an employee will be charged as if they had worked.

(k)(i) Many departments have developed their own procedures regarding ordering meals and arranging for meal breaks and recesses. These current practices will be continued.

(ii) Employees required to work overtime in excess of one hour will receive a fifteen (15) minute break period at the conclusion of their regular work schedule. A fifteen (15) minute break period will be allowed at the conclusion of each two (2) hours of overtime.

(l) Employees returning to work or to the classification to which they return after a leave of absence, suspension, layoff, job posting, or transfer, **or loan** in excess of **two (2) weeks** will be charged with the average recorded overtime in their classification if their recorded overtime hours are less than the average overtime hours in such classification and if overtime has been worked during their absence.

(m) An employee who will be absent from work during a week, due to vacation or approved leave of absence, and who wishes to make himself available in the event weekend overtime occurs, must do so by completing a form supplied by the Company for that purpose. Such form must be submitted in person to the employee's foreman prior to commencement of such vacation or approved leave of absence.

(n) Employees having their restrictions removed or employees absent in excess of one week because of illness, injury, Jury Duty, or employees returning to work from a leave of absence for union business in excess of thirty (30) days will be charged with the lowest recorded overtime of an employee currently working in their classification provided their recorded overtime hours are less than the lowest in the classification and if overtime has been worked during their absence.

(o) Department overtime lists showing classification, employee's name, seniority and number of overtime hours worked by each employee will be posted the day following each time overtime is worked in a place accessible to the view of employees.

(p) Section A of this procedure covers departments which require supplementary procedures to cover specific problems, and such supplementary procedures shall prevail if there is a conflict with the overtime procedure outlined herein.

(q) Section B of this procedure will cover such incidental matters as method of recording, notice to stewards, etc.

SECTION A

1. If due to the absence of an employee overtime is necessary, in general it will be given to the classification in which it occurs until such time as a new schedule can be drawn up. In all instances, equalizing of overtime will be given consideration.

2. Overtime not in any definite classification will be offered to that employee in the department who has the least overtime or according to seniority when the overtime hours are equal, providing the employee is physically able and has the ability to do the job.

If the overtime referenced above pertains to the type of work normally performed by General Help during the day shift, this overtime will be offered to the eligible General Help employee. This would be overtime (eg. cleanup), following the General Help employees eight (8) hour day shift; overtime which heretofore would have been performed by an operator.

3. Overtime in excess of one hour will be given to the operator already on duty when such overtime occurs on a regular operating shift due to the unexpected absence of the relief operator.

4. To be available for scheduled overtime, an employee normally must have eight consecutive hours off shift, both prior to working the overtime and before commencing his next scheduled shift.

5. Unexpected overtime will be performed by the employees available at work when the overtime develops e.g. overtime required to complete the evaporator boil-out will be considered unexpected overtime.

6. Eight hours overtime would not normally be split between two shifts, i.e. twelve hours each, unless in case of emergency due to illness, or other reasons such as lack of a suitable operator. Sixteen-hour shifts, for the purpose of equalizing overtime, will be avoided at all times.

7. For extraordinary cleanup, which is primarily operator's work, but where a knowledge of the equipment is desirable in the interests of safety to personnel and equipment, e.g. such as drilling tubes in the evaporators, or scraping tubes in the dryers, an operator from the classification directly involved would work, provided he is deemed not required to operate. The balance of the help would be drawn from general help by the regular procedure.

EMPLOYEES ON LOAN

- a) Subject to (g) (4) and Section A of Clause 8, employees on loan to other departments are eligible to work any overtime connected with their daily assignment.

- b) When plant departments have insufficient help available to perform their required overtime work, after asking all employees within,
 - 1) classification
 - 2) department
 - 3) additional overtime help will come from other plant departments. Overtime is offered in turn to the employees with the least recorded overtime in the department from which the help is requested.

BOTTLING MAINTENANCE

1. On some jobs where training or experience is required, overtime personnel selection may not follow rotation.

2. Personnel are allowed to finish a job on overtime which they have started on their regular shift (when and where necessary at supervisor's discretion), regardless of overtime position.

CENTRAL MAINTENANCE

Overtime will be offered as equally as possible considering the individual abilities and qualifications of the tradesmen involved and the requirements of the job.

Overtime will be posted forty-eight hours ahead of time whenever practicable within the Central Maintenance Department.

SECTION B

1. At the beginning of each calendar year, the employee with the lowest recorded overtime hours within a classification or department shall be recorded as having zero hours on the overtime list and the remaining employees in the classification or department shall have their recorded overtime hours adjusted accordingly.

e.g.	Dec. 31/77	Jan. 1/78
Ray Reid	39 hrs.	6 1/2 hrs.
John Jones	37 hrs.	4 1/2 hrs.
Sam Smith	32 1/2 hrs.	0 hrs.

2. Employees will be requested to work overtime with as much notice as is possible. Whenever possible, at least 48 hours' notice will be given for scheduled overtime and 4 hours' notice for unscheduled overtime.

3. Area reps and stewards will be given written notice of all overtime worked, or refused within their department on the working day following working of the overtime.

4. Subject to paragraph #5 overtime hours worked or refused by an employee (providing an employee would have received overtime rates) will be charged against his or her recorded overtime hours.

5. Hours worked by an **“employee”** - reporting to work as a result of an "Emergency Call In" - shall not be charged. **Employees** refusing the "Emergency Call In" will have the hours charged against recorded overtime hours.

CLAUSE 9 - VACATIONS

- (a) I. Any employee who has been in the employ of the Employer for a period of at least one (1) year, but less than five (5) years, shall be eligible for a vacation of two (2) weeks.
- II. Any employee who has been in the employ of the Employer for a period of at least five (5) years, but less than twelve (12) years, shall be eligible for a vacation of three (3) weeks.
- III. Any employee who has been in the employ of the Employer for a period of at least twelve (12) years, but less than twenty (20) years, shall be eligible for a vacation of four (4) weeks.
- IV. Any employee who has been in the employ of the Employer for a period of at least twenty (20) years or more shall be eligible for a vacation of five (5) weeks.
- (b) An employee shall receive vacation pay of an amount equal to two (2) per cent of his gross earnings for the preceding calendar year for each week of vacation for which he is eligible; except a first-year employee eligible for two (2) weeks' vacation shall receive vacation pay of an amount equal to four (4) per cent of his gross earnings for the year preceding the first anniversary of his employment.
- (c) Provided an employee has worked all or part of each of twenty-six (26) calendar weeks during the preceding calendar year, except a first year employee eligible for two (2) weeks' vacation

who must have worked all or part of each of twenty-six (26) calendar weeks during the year preceding the first anniversary of his employment, he shall receive as minimum vacation pay an amount equal to forty (40) hours' pay at his regular rate for each week of vacation for which he is eligible. Time off on Workplace Safety & Insurance due to injury incurred while in the employ of the Employer or time off for illness while receiving lost time benefits under the Weekly Indemnity Plan will be counted towards the twenty-six (26) weeks provided the employee is not on layoff.

(d) An employee discharged for cause who is eligible for vacation in that calendar year shall receive any vacation pay due him.

(e) An employee to be eligible for any vacation pay must have worked during the preceding calendar year.

(f) (i) Vacations shall be taken at times mutually agreeable to the Employer and the employee insofar as the operating schedule of the Employer will permit. As between employees preference as to time of vacation period shall be granted on the basis of seniority within the department and classification. No employee shall be required to take his vacation prior to May 1.

(ii) In connection with paragraph (f) (i) of this clause, the Company wishes to state that it will make every effort to allow employees to take vacations at the time desired. It must be recognized that when vacations are granted under these circumstances, senior employees will receive preferential consideration and the Company's ability to grant these vacations is dependent on the number of employees in the classification and department involved.

(iii) Vacation request cards will be answered within three (3) working days from submission.

(g) The Employer will post a notice to all employees each year, not later than February 1, setting out the planned dates for the July and Christmas shutdowns. The employees shall be required to

notify the Employer of their preferences for their vacation period, as follows, each year or forfeit their seniority preference for vacation periods.

Period #1 - for January and February vacations, request shall be submitted prior to December 1st of the preceding year. A final schedule of vacation times covering this group of employees will be posted during the first week of December.

Period #2 - all other vacation request shall be submitted by March 1. A final schedule of vacation times for this group of employees shall be posted by the employer not later than April 14th of each year.

(h) If an employee voluntarily transfers to another Department prior to his scheduled vacation period, he may have to alter his scheduled vacation period to conform to the vacation schedule in the new Department.

(i) Except as outlined in the remainder of this paragraph employees will be required to take their allotted vacation time. Employees who worked less than twenty-six calendar weeks during the preceding calendar year and do not wish to take their entire allotted vacation time, shall be required to take a prorated amount of vacation relative to the number of weeks they worked during the preceding calendar year. Partial vacation days will be rounded up to the next whole day.

(j) Vacation pay cheques shall be available to employees at the commencement of their designated vacation periods or on an optional basis, vacation pay, via direct deposit, shall be available to employees throughout their vacation on Friday of each week in accordance with regular pay cycles.

(k) Employment of General Help during the regular plant shutdown shall be in order of plant seniority and on the following basis:

- (i) Employees must hold the General Help classification at time of posting (two weeks prior to regular plant shutdown), and,

- (ii) Once having bid on the posting must remain in the General Help classification from time of bidding up to and including the period they are scheduled to work during the shutdown.
- (iii) Should subsections (i) and (ii) above fail to provide a sufficient number of General Help employees a second notice will be posted offering the General Help work still available to classified employees in order of seniority. Said classified employees (excluding tradesmen) shall be compensated at **their regular classified rate**.

(l) Accrued vacation owing upon retirement, death, discharge and resignation shall be paid at the rate of two (2) per cent of gross earnings, earned during the accrual period, for each week of vacation for which the employee involved was eligible.

(m) An employee with an approved vacation on a Friday or Monday will not be forced to work, or be charged with, overtime (mandatory or otherwise) on the Saturday and Sunday adjoining the approved vacation day(s). Said employees wishing to make themselves available in the event weekend overtime occurs, must do so by completing a form supplied by the Company for that purpose. Such form must be submitted in person to the employee's foreman prior to commencement of such vacation. If such employee does work overtime, he will be charged with the overtime worked.

CLAUSE 10 - HOLIDAYS

(a) New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Day before Christmas, Christmas Day, Boxing Day and New Year's Eve are hereby designated as holidays. Except as subsequently limited, when any such holiday is observed on a regularly scheduled workday an employee who would otherwise have been scheduled to work shall receive eight (8) hours' pay at his regular rate for such holiday. Except as subsequently limited, when any such holiday is observed on Saturday or any other day which is not an employee's regularly scheduled workday the Employer shall be entitled at its discretion, exercisable on an individual basis, to pay him eight (8) hours' pay at his regu-

lar rate or to give him another day off with eight (8) hours' pay at his regular rate within one (1) calendar week before or after the holiday.

(b) To be eligible for unworked holiday pay, the following conditions will apply:

- (i) Except as subsequently modified, an employee must have worked his regular scheduled workday immediately preceding and following the day observed as the holiday.
- (ii) An employee who is away ill and receiving Weekly Indemnity Benefits or on Workplace Safety & Insurance Benefit or who is on leave of absence for legitimate Union business will be eligible for unworked holiday pay providing he or she has worked at any time in the seven (7) calendar-day period immediately preceding or following the day observed as the holiday. Unworked holiday pay shall be reduced however by any Workplace Safety & Insurance Benefit, Weekly Indemnity Benefit, or any other pay, paid for the same day. The intention is that there shall be no duplication of holiday pay, any other pay or lost time benefits.
- (iii) An employee who is unable to work his regularly scheduled workday either immediately preceding or following the day observed as the holiday and is not receiving Weekly Indemnity Benefits or Workplace Safety & Insurance Benefits **will** be excused for not working on one of the qualifying days (but not both) upon presentation of satisfactory evidence of his inability to work.
- (iv) When the day a holiday is observed occurs on what would have been a regularly scheduled workday during an employee's vacation the employee shall receive holiday pay for such holiday in the amount of eight (8) hours' pay at his regular rate for such holiday in lieu of vacation pay for such day and will receive an additional day of vacation with vacation pay for such day at a mutually agreeable later date.
- (v) An employee who is laid off is not eligible for unworked holiday pay unless he or she is laid off during the ten (10) calendar-day period immediately preceding the holiday, provided he has worked his last scheduled workday prior to his lay-off.
- (vi) An employee hired or recalled and starting work on the day after the holiday will not be eligible for holiday pay.

- (vii) An employee who is discharged for cause prior to any holiday or who is under suspension during the period in which a holiday occurs is not eligible for holiday pay.
- (viii) An employee who is on leave of absence is not eligible for holiday pay, except if said employee has worked either the day immediately preceding or following the holiday and except for the provisions of Clause 10 (b) (ii).

(c) An employee who is scheduled to work on a day observed as a holiday shall receive, in addition to the eight (8) hours' pay at his regular rate, double time for all hours worked. Any employee, who refuses to work without a reasonable excuse the full time required of him on such holiday, shall not receive holiday pay for not working.

CLAUSE 11A - CHRISTMAS SHUTDOWN

There will be a Christmas Shutdown Period commencing:

Monday,	December 23, 2002, up to and including,
Wednesday,	January 01, 2003, and commencing:
Wednesday,	December 24, 2003, up to and including,
Friday,	January 02, 2004, and commencing:
Friday,	December 24, 2004, up to and including,
Friday	December 31, 2004.

Designated Christmas Shutdown days in these periods will be:

Monday,	December 23, 2002
Friday,	December 27, 2002
Monday,	December 30, 2002
Monday,	December 29, 2003
Tuesday,	December 30, 2003
Friday,	January 02, 2004
Wednesday,	December 29, 2004

The Designated Plant Holidays included in the Christmas Shutdown Period are, and will be observed, on the following days:

<u>Plant Holiday</u>	<u>Observed</u>
Christmas Eve	Tuesday, December 24, 2002
Christmas Day	Wednesday, December 25, 2002
Boxing Day	Thursday, December 26, 2002
New Year's Eve	Tuesday, December 31, 2002
New Year's Day	Wednesday, January 01, 2003
Christmas Eve	Wednesday, December 24, 2003
Christmas Day	Thursday, December 25, 2003
Boxing Day	Friday, December 26, 2003
New Year's Eve	Wednesday, December 31, 2003
New Year's Day	Thursday, January 01, 2004
Christmas Eve	Friday, December 24, 2004
Christmas Day	Monday, December 27, 2004
Boxing Day	Tuesday, December 28, 2004
New Year's Eve	Thursday, December 30, 2004
New Year's Day	Friday, December 31, 2004

- I. Eligible employees shall receive eight (8) hours' pay at his or her regular straight time hourly rate for each aforementioned Christmas Shutdown day and plant holiday. To be eligible for unworked Christmas Shutdown Period pay an employee must have worked his last scheduled workday immediately proceeding and following the period observed as the Christmas Shutdown except as subsequently modified.
- II. An employee who is away ill and receiving Weekly Indemnity Benefits or on Workplace Safety & Insurance Benefit or who is on leave of absence for legitimate Union business will be eligible for Christmas Shutdown Period pay providing he or she has worked at any time in the seven (7) calendar day period immediately preceding or following the Christmas Shutdown Period. Unworked Christmas Shutdown Period pay shall be reduced however,

by any Workplace Safety & Insurance Benefit, Weekly Indemnity Benefit or any other pay, paid for all or part of the Christmas Shutdown Period. The intention is that there shall be no duplication of Christmas Shutdown Period pay, any other pay or lost time benefits.

- III. An employee who is unable to work his regularly scheduled workday either immediately preceding or following the Christmas Shutdown Period and is not receiving Weekly Indemnity Benefits or Workplace Safety & Insurance Benefits **will** be excused for not working on one of the qualifying days (but not both) upon presentation of satisfactory evidence of his inability to work.
- IV. An employee who is on an approved leave of absence will be eligible for Christmas Shutdown Period pay provided he or she has worked within the fourteen (14) calendar day period immediately prior to the first day of the Christmas Shutdown Period and has worked either the day immediately preceding or following the Christmas Shutdown Period.
- V. An employee who is laid off is not eligible for the Christmas Shutdown Period pay unless such employee is laid off during the seven (7) calendar day period immediately preceding the commencement of the Christmas Shutdown provided such employee has worked his last scheduled workday prior to his layoff.
- VI. An employee hired or recalled and starting work on the day after the completion of the Christmas Shutdown Period will not be eligible for Christmas Shutdown Period pay.
- VII. An employee who is discharged for just cause prior to the Christmas Shutdown Period or who is under suspension during the period in which the Christmas Shutdown occurs is not eligible for Christmas Shutdown Period pay subject to the grievance procedure.
- VIII. An employee who is on leave of absence is not eligible for Christmas Shutdown Period pay except as set out in Section IV.
- IX. Any employee who works a Christmas Shutdown day will receive for each day worked in addition to the eight (8) hours' pay at his regular rate, a day off with pay at such time in the following year as he may be able to arrange with his supervisor. Christmas Shutdown day work will be offered in order of highest seniority according to classification and department concerned considering also ability for the job. If

sufficient help cannot be obtained in this manner, the Employer will assign needed employees in inverse order of seniority considering also ability for the job. Any employee scheduled to work who refuses to work without a reasonable excuse the full time required of him on such Christmas Shutdown day, shall not receive Christmas Shutdown day pay for not working.

- X. It is recognized that certain plant holidays as provided in Clause 10 are included in the Christmas Shutdown Period, and it is agreed that the eligibility requirements for holiday pay in Clause 10, Holidays, with regard to plant holidays included as part of the Christmas Shutdown Period, are superseded by the eligibility requirements for Christmas Shutdown Period pay in this clause.

CLAUSE 11B - EASTER SHUTDOWN

There will be an Easter Shutdown Period commencing:

Friday, March 29, 2002, up to and including,
Friday, April 05, 2002, and commencing:
Friday, April 18, 2003, up to and including,
Friday, April 25, 2003, and commencing:
Friday, April 09, 2004, up to and including,
Friday, April 16, 2004.

Designated Easter Shutdown days in these periods will be:

Tuesday, April 02, 2002
Wednesday, April 03, 2002
Thursday, April 04, 2002
Friday, April 05, 2002
Tuesday, April 22, 2003
Wednesday, April 23, 2003
Thursday, April 24, 2003
Friday, April 25, 2003

Tuesday, April 13, 2004
Wednesday, April 14, 2004
Thursday, April 15, 2004
Friday, April 16, 2004

The designated plant holidays included in the Easter Shutdown Period are and will be observed on the following days:

<u>Plant Holiday</u>	<u>Observed</u>
Good Friday	Friday, March 29, 2002
	Friday, April 18, 2003
	Friday, April 09, 2004
Easter Monday	Monday, April 01, 2002
	Monday, April 21, 2003
	Monday, April 12, 2004

- I. Eligible employees shall receive eight (8) hours' pay at his or her regular straight time hourly rate for each aforementioned Easter Shutdown day and plant holiday. To be eligible for unworked Easter Shutdown Period pay an employee must have worked his last scheduled workday immediately preceding and following the period observed as the Easter Shutdown except as subsequently modified.
- II. An employee who is away ill and receiving Weekly Indemnity Benefits or on Workplace Safety & Insurance Benefit or who is on leave of absence for legitimate Union business will be eligible for Easter Shutdown Period pay providing he or she has worked at any time in the seven (7) calendar day period immediately preceding or following the Easter Shutdown Period. Unworked Easter Shutdown Period pay shall be reduced however, by any Workplace Safety & Insurance Benefit, Weekly Indemnity Benefit, or any other pay, paid for all or part of the Easter Shutdown Period. The intention is that there shall be no duplication of Easter Shutdown Period pay, any other pay, or lost time benefits.

- III. An employee who is unable to work his regularly scheduled workday either immediately preceding or following the Easter Shutdown Period and is not receiving Weekly Indemnity Benefits or Workplace Safety & Insurance Benefits **will** be excused for not working on one of the qualifying days (but not both) upon presentation of satisfactory evidence of his inability to work.
- IV. An employee who is on an approved leave of absence will be eligible for Easter Shutdown Period pay provided he or she has worked within the fourteen (14) calendar day period immediately prior to the first day of the Easter Shutdown Period and has worked either the day immediately preceding or following the Easter Shutdown Period.
- V. An employee who is laid off is not eligible for the Easter Shutdown Period pay unless such employee is laid off during the seven (7) calendar day period immediately preceding the commencement of the Easter Shutdown provided such employee has worked his last scheduled workday prior to his layoff.
- VI. An employee hired or recalled and starting work on the day after the completion of the Easter Shutdown Period will not be eligible for Easter Shutdown Period pay.
- VII. An employee who is discharged for just cause prior to the Easter Shutdown Period or who is under suspension during the period in which the Easter Shutdown occurs is not eligible for Easter Shutdown Period pay subject to the grievance procedure.
- VIII. An employee who is on leave of absence is not eligible for Easter Shutdown Period pay except as set out in Section IV.
- IX. Any employee who works an Easter Shutdown day will receive for each day worked in addition to the eight (8) hours' pay at his regular rate, a day off with pay at such time in the remaining year as he may be able to arrange with his supervisor.
Easter Shutdown day work will be offered in order of highest seniority according to classification and department concerned considering also ability for the job. If sufficient help cannot be obtained in this manner, the Employer will assign needed employees in inverse order of seniority considering also ability for the job. Any employee

scheduled to work who refuses to work without a reasonable excuse the full time required of him on such Easter Shutdown day, shall not receive Easter Shutdown day pay for not working.

NOTE: In those situations where a department is unable to obtain sufficient volunteers in General Help classifications, additional volunteers from the General Help classification will be solicited via a plant wide posting, prior to assigning needed employees in inverse order of seniority. Said volunteers will be assigned in order of seniority considering also ability for the job.

- X. It is recognized that certain plant holidays as provided in Clause 10 are included in the Easter Shutdown Period, and it is agreed that the eligibility requirements for holiday pay in Clause 10, Holidays, with regard to plant holidays included as part of the Easter Shutdown Period, are superseded by the eligibility requirements for Easter Shutdown Period pay in this clause.

CLAUSE 12 - LEAVES OF ABSENCE WITHOUT PAY

- (a) A leave of absence, supported by proper evidence, for a reasonable period not to exceed twelve (12) consecutive months, will be granted for personal illness or accident, death or serious illness in the immediate family, or military reserve training. Such leaves may be extended.
- (b) A leave of absence not exceeding six (6) consecutive calendar months may be granted to an employee for the time during which he is serving a sentence of imprisonment imposed on a conviction arising from the operation of a motor vehicle.
- (c) (i) A leave of absence for personal reasons may be granted for a period not to exceed sixty (60) consecutive calendar days.
- (ii) A leave of absence not exceeding thirty (30) consecutive calendar days will be granted to an employee who is in jail awaiting trial. Such leave must be applied for in writing

within four (4) consecutive working days from date of detention by either the employee involved, his legal representative or an executive of the Union acting on his behalf.

(d) Upon submission of satisfactory evidence, a leave of absence of up to thirty (30) consecutive calendar days for the purpose of preparing for and writing examinations at a recognized university, community college, technical, trade or high school will be granted.

(e) If an employee is selected to serve the Union in a full-time official capacity, he will be granted a leave of absence for a period not to exceed three (3) years. The Industrial Relations Manager may extend such leave after consultation with the National Union.

(f) A leave of absence for a period not to exceed twelve (12) consecutive months will be granted to an employee who is elected or appointed to a full time position with a credit union chartered by a provincial or federal government to service the employees of Hiram Walker & Sons Limited, Walkerville/Windsor, Ontario.

(g) Union members, up to eleven (11) in number, shall be granted a leave of absence for a reasonable period to conduct legitimate Union business.

(h) The Company will grant to employees selected by the Union a leave of absence for twenty-five (25) days of class time in any one calendar year plus required travel time where necessary, for the purpose of attending the C.A.W. courses on trade union functions. Such leave of absence may be broken into shorter segments during the twelve (12) month period commencing on the first day of leave. For this purpose the Company will contribute to a special fund the amount of **two (2) cents** per compensated straight time hour per employee and will pay such monies on a quarterly basis to a trust fund established by the National Union C.A.W. at the Canadian Region Headquarters, 205 Placer Court, Willowdale, Ontario, M2H 3H9.

(i) A paternity or adoptive leave of absence may be granted to eligible employees for a reasonable period to remain at home in order to care for the child. Such leaves will not exceed **thirty-seven (37) consecutive week's** duration.

(j) Maternity Leave of Absence

A pregnant employee should report the fact of her pregnancy as soon as that condition is determined, and also upon recall, using the Company form provided for this purpose, and such employee having seniority will be eligible for a maternity leave of absence. Such leave of absence shall commence at any time during the **seventeen (17)** week period prior to the expectant date and terminate no later than **twelve (12)** months **from the commencement of the leave**. If pregnancy prevents a female employee who is eligible for a maternity leave of absence from performing her regular duties she may be required to commence her leave earlier.

A pregnant employee, having seniority, desiring a maternity leave of absence, must apply for such leave using the Company form provided for this purpose. Thereafter, the Company will notify the employee of the date of commencement of her leave. The employee must notify the Company as soon as possible, of the actual birth date, at which time the Company will notify her of the termination date of her leave.

A female employee on maternity leave **will** return to work if her seniority so warrants at any time after the birth of her child up to the expiration date of her leave of absence. However, the return to work of a female employee at any time after the birth of her child is dependent upon the written approval of her attending physician and the Company physician, which must be obtained one (1) week prior to her proposed return.

Maternity, paternity or adoptive leave of absence is without pay. Seniority will accumulate during maternity, paternity and adoptive leave.

In accordance with the Pension Plan, credited service will accumulate during Maternity and Paternity leave to a maximum of **52** weeks.

(k) All leaves of absence shall be granted without loss of seniority rights, but if obtained through fraud or misrepresentation or if the employee obtains employment elsewhere during such leave of absence, he shall be subject to discharge. Where application for such leaves is required, the application must be made in writing to the Industrial Relations Manager at least one (1) week before the beginning of such leave.

(l) Daily Leave of Absence request cards will be answered within 3 working days from submission.

CLAUSE 13A - JOB VACANCIES

- (a) (i) The Employer will advertise vacancies for seventy-two (72) hours and the Union stewards in all departments will receive copies of all posted job vacancies. Union stewards, if authorized by employees on vacation, may make application for each vacancy for such employees during the advertised period. Union Steward/Area Reps if authorized by employees on Weekly Indemnity, Long Term Disability or Workplace Safety & Insurance, may make application provided they have a return to work date within seven (7) calendar days of the posting's expiration date.
- (ii) The Employer will advertise any new classifications created by this contract plant-wide.
- (iii) The Employer agrees to meet with the Union president, vice- president and area representative to discuss the filling of advertised vacancies prior to actual selection if the applicant with the most seniority is not selected.
- (iv) In filling of all job vacancies, the Employer shall consider seniority as well as ability. Applications once made cannot be revoked and the senior applicant with the ability to do the job must take the job.
After a minimum period of six months on the job, the company will consider reasons put forth by a Trades Group Leader wishing to forfeit his Group Leader classification.
- (v) The Employer will decide in its sole discretion whether or not any classification or vacancy will be filled. Discussions/consultations with the Union President and Area Rep will take place on those occasions where the company is contemplating not filling a classification or vacancy. This is not intended to apply to a vacancy in a job classification created by the temporary absence of the incumbent if the work ordinarily performed by the incumbent in such classification is to be performed during such absence.

(b) Employees selected to fill vacancies shall be given a fair trial period with any necessary job instruction in the new job for a period up to thirty (30) calendar days, and if such employees fail to perform in accordance with the Employer's requirements, they shall be returned to their permanent jobs.

It is understood that in certain situations the trial period may be extended after consultation between management and the union. In situations where the trial period is extended, the original posting will remain active until the successful applicant is either qualified or disqualified.

(c) The Employer agrees to advertise within fifteen (15) working days vacancies caused by the death or retirement of an employee, or by an employee qualifying in another permanent job, subject to section (a)(v) of this clause.

The Employer agrees to advertise vacancies caused by a layoff.

(d) When a vacancy is advertised and there are no applicants, the Employer agrees when filling such vacancy to fill the vacancy with the general help employee having the least seniority considering also ability for the job.

(e) **Subject to Clause 13A(b)**, applications for job postings will be valid for thirty (30) calendar days from the date of posting expiry.

(f) (i) Successful applicants to permanent jobs will maintain the rate of their permanent job classification until qualified on their new job classification. Successful applicants for jobs on which they have qualified within the previous five (5) year period shall receive the rate of the new job classification immediately upon assuming the job.

(ii) Successful applicants to temporary jobs shall receive the rate of the new temporary job classification immediately upon assuming the job.

(g) TEMPORARY VACANCY is a vacancy created as a result of sickness, accident, vacation, leave of absence or a temporary posting to a higher rated job and is likely to last more than thirty

(30) calendar days. Such vacancies shall be filled as required on a temporary basis for a period of up to twelve months after which the job will be considered permanent and posted as such plant wide. In all cases of filling temporary vacancies by advertisement, the employee so selected will return to his permanent job and rate at the end of the temporary job providing he has sufficient seniority to do so.

Subject to Section (b) a successful applicant on a temporary job vacancy will remain on that job until that temporary vacancy is completed. Such successful applicant may only bid on a permanent job vacancy.

(h) PERMANENT VACANCY. Subject to Section (g) all job vacancies shall be permanent. When a vacancy is likely to last for less than six months it shall be so noted on the job posting. This notation is an estimate only and is subject to change. Subject to Section (b) a successful applicant on a permanent job vacancy will remain on such job for a period of at least six (6) months or the duration of the job, whichever is less. During the aforementioned period, such successful applicant may bid only for a higher permanent or higher temporary job vacancy, or for a permanent job vacancy caused by the death or retirement of an employee.

(i) TEMPORARY ASSIGNMENT is an assignment that shall be limited to thirty (30) calendar days or less.

- (i) Any employee temporarily assigned to a higher rated classification shall receive for a minimum of four (4) hours the rate of the classification to which assigned and if assigned temporarily to a lower rated classification shall receive the rate of his permanent or temporary classification while assigned to such work.
- (ii) Temporary assignments to a higher rated job classification shall be in the order of seniority within the department concerned, provided that the senior employee has the ability to do the job. An employee need not accept an assignment to a higher rated job classification provided another employee with less seniority in the department has the ability to do the job.

- (iii) Temporary assignments to a lower rated job classification shall be in inverse order of seniority within the department concerned.
- (iv) Interdepartmental assignments shall be administered as follows:

1) The senior designated General Help employee in the Bottling Department will be given the assignment.

2) In the event that there are no designated General Help employees available, the employer will assign the senior available employee on the Roster for the required classification.

3) In the event that there are no designated General Help or Roster employees available, the employer will assign an available qualified employee in inverse order of seniority.

(j) GENERAL HELP ASSIGNMENT

For the purposes of general help assignments for the Blending and Drain & Fill Departments when general help is not available, assignments will be made from within the Maturing and Blending Division.

(k) Permanent leaders for the Trades Departments, when absent for vacation or short-term illness, will be replaced in accordance with the assignment clause when there are three (3) or more employees in the department working during regular hours.

CLAUSE 13B - SPARE LIST

(i) Notwithstanding the provisions of Clause 13A, additional Group Leaders - Lines will be drawn as required and in order of seniority from a spare list comprised of Bottling Utility Operators. These spare Group Leaders will return to the Bottling Utility Operators spare list in inverse order of seniority when they are not required. Similarly, additional Bottling Utility Operators will be drawn as required and in order of seniority from a

spare list comprised of Bottling General Help employees. These spares will return to the General Help spare list in inverse order of seniority when they are not required.

- (ii) Transfer of Utility Operators to Line #9 may take place for a period of up to two hours following which time Utility Line Operators may request to be transferred back to a machine subject to their seniority.**

CLAUSE 14 - SENIORITY

(a) Employees hired by the Employer shall be deemed temporary employees for a trial period of sixty (60) calendar days after hiring and during such period may be released by the Employer at any time without the necessity of specifying any cause therefore. Upon the request of the Union President the Employer will discuss the reasons for such release. If a temporary employee works for a period of less than sixty (60) calendar days and is laid off, and is later rehired, the first period worked will apply against the sixty (60) calendar days, provided not more than one (1) year has elapsed between the date of layoff and the date he is subsequently rehired. On the day following the completion of this sixty (60) calendar-day period, the temporary employee shall become a regular employee, and his seniority shall date from his date of hire but not more than one (1) year prior to the date he completes his probationary period.

(b)(i) **SHORTAGE OF WORK.** If, due to a shortage of work, an employee does not have sufficient seniority to remain in his regular department, he/she **will** be transferred to the General Help classification in the Bottling Department. He/she shall receive the rate of classification 801 subject to the provision of Clause 21 (m).

(ii) When the Manufacturing division is scheduled to cease its regular operations for a period of 90 days or less, the employees (classified and general help) will be transferred from Manufacturing to the Bottling Department. The employees shall retain their rates of pay until operations resume at which time said employees, (subject to the employee's right to bid on another job), shall return to their respective classifications. If there is a temporary need in the Manufacturing Division

while Manufacturing employees are transferred to the Bottling Department, the senior employee in the classification required will be returned.

(iii) Notwithstanding (b)(ii), recall rights for up to 4 months will be provided to Grounds Tractor Operator employees who become displaced from their current job classification. Such employees shall also retain their hourly rate for the limit of their recall rights or until such time as they are the successful applicant to a permanent vacancy where upon they will forfeit both their recall rights and rate of pay retention.

(c) LAYOFFS. If at any time fewer employees shall be needed, employees shall be laid off in inverse order of seniority considering also ability for the job.

When there is not sufficient work for forty (40) hours for all employees, the Employer agrees to lay off employees in inverse order of their seniority, considering also ability for the job, and arrange the work schedules so that senior employees have forty (40) hours of work. The Employer agrees to give as much notice as possible prior to any layoff. This section shall not affect the work guarantees under Clause 34 (G.W.F.).

(d) RECALLS

(i) When the Employer again adds to the number of employees, those laid off shall be recalled in order of their seniority, considering also ability for the job. An employee recalled must report for work within seven (7) calendar days after recall.

If the employee requests the Employer within such seven (7) calendar days in writing, he will be bypassed until the entire seniority list has been exhausted, at which time, if he still does not accept recall, he shall be considered to have left the employ of the Employer.

(ii) Employees recalled but not able to return because of illness will notify the Employer when they are able to return to work and will be called back the beginning of the week following presentation of satisfactory evidence of recovery, if able to perform the duties as required, replacing an employee with less seniority.

(iii) Employees must keep the Company advised of their current addresses and telephone numbers.

(e) Subject to Section (f), seniority shall be determined in accordance with seniority number. Employees will be recalled in numerical order and laid off in inverse numerical order.

(f) For the purpose of movement within the Trades Departments, trade seniority and ability will govern (subject to Clause 13 (a) [iii]). Employees of the Trades Departments shall not be eligible for any openings in the plant or seniority rights outside the Trades Departments. In the case of shortage of work within the Trades Departments, any transfer within the Trades Departments will be according to inverse order of trade seniority, considering also ability for the job. Layoff will, in all cases, be in inverse order of trade seniority, considering also, ability for the job (subject to Clause 14 (c)).

Note: The intent is, that Trades personnel will not be eligible to perform production work and production workers will not be eligible to perform trades work.

Employees from other plant departments who successfully bid and qualify on a Trades Department job classification shall have their trade seniority start thirty (30) calendar days prior to their date of qualification.

(g) The movement of an employee from one department to another shall not affect such employee's basic seniority as an employee of the Employer.

(h) LOSS OF SENIORITY.

An employee shall forfeit all seniority rights for the following reasons:

- (i) Discharge for proper cause (subject to Clause 16).
- (ii) Quitting (voluntarily leaving the employ of the Employer).
- (iii) Failure to report for work on the workday following termination of a leave of absence or extension thereof (subject to (iv)).
- (iv) Failure to report for work for four (4) successive working days without notifying the Employer. When this condition exists, the Employer undertakes to so advise the appropriate area representative at least twenty-four (24) hours prior to the end of the fourth

workday, so as to afford the Union the opportunity to advise such employee or employees of their obligation to the Employer in this regard.

- (v) Failure to report for work within seven (7) calendar days after recall, subject to Section (d) of this Clause (Recalls).
- (vi) For Employees whose seniority date is on or after January 1, 1978, layoff in excess of their recall rights as established by the following scale:
 - Seniority over 60 days and up to 2 years - recall rights equal 2 years
 - Seniority over 2 years and up to 10 years - recall rights equal 4 years
 - Seniority over 10 years - recall rights equal 5 years

Before any employee is discharged, or when an employee loses his seniority for any of the other foregoing reasons, the Union President and/or Vice-President will be notified.

- (i) Where more than one shift may be required the employer will favour senior qualified employees in their initial shift selection whenever possible. Thereafter and in so far as it may be practicable employees will rotate through shifts. Employees in the same classification may switch shifts subject to their supervisors approval. Such approval shall not be unreasonably withheld.
- (j) SENIORITY LIST. The Employer will supply the Union with an updated seniority list every April and October.

CLAUSE 15 - LETTERS OF REPRIMAND

The Company agrees that it will not take into consideration letters of reprimand on the record of any employee for any purpose after eighteen (18) months from the date of such letter.

CLAUSE 16 - DISCHARGE AND DISCIPLINE

An employee who feels that he or she has been unjustly discharged or suspended may enter a grievance at Step 3 of the Grievance Procedure within five (5) business days after the discharge or suspension becomes effective. If the employee does not file such grievance within the five (5)

business days prescribed, the matter shall not be entitled to consideration. This clause does not apply to temporary employees. Before an employee is discharged or when an employee is suspended, the Steward in his department or, if unavailable an appropriate Union official will be notified. An employee discharged by the Employer for any cause shall be paid off as soon as possible thereafter. Any employee suspended shall retain and accumulate seniority.

When Management is contemplating disciplinary action after the normal working hours, the following Local 2027 officers are to be contacted:

1. The initial person to be contacted is the Steward of the department where the incident occurred.
2. In the event it is impossible to contact the Steward, the Area Representative of the department should be notified.
3. If both the Steward and the Area Representative are not available, the Grievance Chairman is responsible for the handling of the action.
4. **Should the Company request a Union Representative to report to work after normal working hours, the Company will compensate that Union Representative in accordance with Clause 22(b).**

CLAUSE 17 - GRIEVANCE PROCEDURE

(a) In the event that any employee or group of employees considers that he has a complaint which might result in a grievance or if either party shall be of the opinion that any provision of this agreement has been or is being violated, an earnest effort shall be made by the Union and the Employer to adjust such complaint as quickly as possible in the following manner and in accordance with the agreed upon procedure as set out in section (f) of this clause:

Note: It is understood by both parties that any resolution of a grievance at Step One shall not establish a precedent for future cases and shall not be relied on by either party in the handling of any other matter.

STEP 1. Before a written grievance is filed, an earnest effort will be made by the employee jointly with his Steward and his foreman to settle the complaint by discussion at a place and time mutually convenient.

STEP 2. If such discussion fails to settle the complaint, then the employee having a grievance against the Employer shall have same presented in writing, on forms provided to the Grievance Chairman by the Employer, to the Steward of the department within five (5) business days after occurrence of the alleged cause for grievance. Otherwise, unless there is a reasonable excuse, such grievance may not be heard or considered by the Employer or the Union. The written grievance shall first be presented by the Steward representing the aggrieved employee to the appropriate Divisional Superintendent with a copy of the grievance to the Industrial Relations Manager.

STEP 3. In the event that this procedure fails to produce a satisfactory settlement within five (5) business days, the matter shall be referred by the chairman of the Grievance Committee of the Union to the Industrial Relations Manager with copies of the appeal to the appropriate Divisional Superintendent.

A grievance will not be denied at Step 3 of the Grievance Procedure until the Industrial Relations Manager or his designate and the grievance committee have met to discuss the matter.

(b) In the event that the last named procedure fails to produce a satisfactory settlement within five (5) business days, which period may be extended by mutual consent for the purposes of completing investigations by both parties, or seeking additional assistance and joint discussions of the grievance, it shall then be submitted to arbitration.

(c) It is agreed that any grievance referred to arbitration shall be ruled on by a single arbitrator selected by agreement between the Company and the Union. If the parties are unable to select an arbitrator within thirty (30) calendar days of any first meeting held for such purpose, the matter may be referred to the Minister of Labour of the Province of Ontario, or the Arbitration Commission for the appointment of an arbitrator.

(d) The decision of the arbitrator shall be rendered within thirty (30) calendar days and the decision of the arbitrator shall be final and binding on all parties involved, and shall conclusively determine the matter. The arbitrator shall in respect of a grievance involving suspension or discharge of an employee be entitled to modify or set aside such penalty if in his opinion it is just and equitable to so do, and to determine also the question of back pay or compensation, if any, due any employee. Any expense involved in arbitration shall be shared equally by the Employer and the Union.

(e) The President or Vice-President of the Union may submit a policy grievance at Step 3 of the grievance procedure.

(f) The following procedure is subject to Clause 5 and other provisions of this clause and is meant to detail the general manner in which complaints and grievances are to be handled. It is subject to amendment by mutual consent as conditions warrant.

It is agreed that maximum effort will be expended by both parties in resolving complaints at Step 1 of the grievance procedure. Accordingly, the foreman of the complaining employee will arrange for the Steward to meet with such employee to investigate the complaint. If the Steward or the foreman request, a meeting will be arranged for joint discussion between the complaining employee, the Steward and the foreman. If this discussion does not resolve the problem, the Area Representative and the appropriate Department Head may be called in to the discussion. If there is still no resolution of the problem, the complaint goes into the form of a formal written grievance at Step 2.

At Step 2, the Divisional Superintendent and the Grievance Chairman may arrange meetings to discuss the problem. At these meetings, any person who could add to the possible solution of the problem may be requested to attend and contribute.

At Step 3, the matter is in the hands of the Industrial Relations Manager and the Grievance Committee and every effort will be made to resolve the problem short of arbitration.

The above procedure is not intended to deprive either party from seeking any additional assistance they may require at any step in the procedure.

(g) Neither the National Union nor the Local Union shall call or authorize, and no officer, official or agent of the National or Local Union shall counsel, procure, support or encourage a strike, sit-down strike, slow strike, boycott, jurisdictional strike, sympathetic strike, cessation of work or any other stoppage of work during the life of this contract or extension thereof. The Employer shall not engage in any lockout during the life of this contract or extension thereof.

In the event any employee or group of employees covered by this contract shall, during the life of this contract or extension thereof, participate in any strike, sit-down strike, slow strike, boycott, jurisdictional strike, sympathetic strike, cessation of work or any other stoppage of work, upon the request of the Employer, both the National and the Local Union and their officers and agents shall immediately direct such employees or group of employees to resume work. Any employee or group of employees who participate in the above types of strike activity shall be subject to immediate discharge or such other discipline as the Employer may impose.

If the National Union and the Local Union fulfil the obligations under this clause, they shall not be sued for damage arising out of the above stated actions of any employee or group of employees covered by this contract.

In the event of any strike, employees of the Employer not engaged therein, and particularly Powerhouse employees and the Plant Police, shall be permitted free access to the Employer's premises for plant maintenance and plant protection.

(h) GRIEVANCE COMMISSIONER: As an alternative to the regular arbitration procedure (clause 17(a) through (g)) the parties shall have the option of mutually agreeing to refer a Step Three grievance to a Grievance commissioner. The selection of the commissioner shall also be by mutual agreement between the Union and the Company.

The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:

- (i) be consistent with the provisions of this Agreement
- (ii) be confined to the grievance referred to him.

CLAUSE 18 - STRIKE-BOUND GOODS

Employees shall have the right to refuse to handle for shipment merchandise destined to any employer who is engaged in a labour dispute with the National Union or any of its local unions.

Employees shall have the same right regarding merchandise emanating from any establishment involved in a labour dispute with the National Union or its local unions, nor shall the Employer request any employee to perform any such work.

Written notice by registered mail from the National President of the National Union who shall outline the facts of the dispute and the parties involved shall constitute the necessary condition for the operation of this clause, and promptly upon settlement of the labour dispute the National President shall notify the Employer and Local Union No. 2027 thereof by telephone or telegraph. Upon receipt of such notice, the employees shall immediately resume handling of such merchandise.

The term "labour dispute" shall be applied only to a situation where the National Union or one of its local unions is the recognized bargaining agent of the Employer's employees.

Employees shall also have the right to refuse to cross any picket lines established by any local union affiliated with the National Automobile, Aerospace, Transportation & General Workers Union of Canada (CAW - CANADA) and/or an affiliate of the AFL-CIO, OFL & CLC.

CLAUSE 19 - NO PYRAMIDING

(a) Hours worked by an employee in any work week on which overtime or premium rates have once been allowed shall not be used again in any other overtime computation with the exception of hours worked on a holiday.

(b) Overtime shall be paid on a weekly or daily basis, whichever is greater but not for both.

(c) Overtime or premium rates may not be pyramided on any given day of work; if, for example, weekly overtime, daily overtime, holiday premium pay, and Saturday or Sunday premium pay oc-

cur on the same day, the employee shall receive only one such overtime or premium rate on a given day, whichever is higher.

(d) A holiday that occurs on any day, Monday through Friday, and is not worked, but which the employee would have worked had it not been for such holiday, and for which the employee is eligible to receive holiday pay, shall be counted as a day worked for the purpose of computing weekly overtime for hours actually worked. In no event will the holiday, if not worked, be paid for at other than the regular rate.

CLAUSE 20 - RECESS PERIODS

Employees in certain departments now receive a recess of 15 minutes in the morning and 10 minutes in the afternoon. This practice will be continued but not extended.

The Company shall not reschedule lunch and recess periods to excess.

Bottling direct labour will be eligible to receive a 10-minute and a 15-minute break in the morning and a 10-minute and a 15-minute break in the afternoon. Tag relief will be utilized in this area whereby Bottling Utility Operators will relieve Bottling Utility Operators and General Help will relieve General Help positions requiring relief.

CLAUSE 21 - WAGES

(a) The “Hire-In” rate for new employees (excluding tradesman) shall be as follows:

- **85% of “job rate” for first 52 weeks worked**
- **90% of “job rate” for next 26 weeks worked**
- **95% of “job rate” for next 26 weeks worked**

Thereafter, employees shall be entitled to 100% of their “job rate” subject to

clause 13(f). Tradesmen will receive \$1.00 below job rate during their probationary period. Except as later herein qualified, employees shall receive wages in accordance with the attached wage schedule.

(b) **COST-OF-LIVING.** There will be a cost-of-living allowance calculated on hours worked as follows:

An increase of one (1) cent per hour worked for each rise of .095 points in the Consumer Price Index or a decrease of one (1) cent per hour worked for each drop of .095 points in the Consumer Price Index. When CPI changes would result in a decrease in the total COLA payable, it is agreed and understood that the total COLA payable will be maintained at the level in effect prior to the decrease in CPI in exchange for future offsets. These offsets will take the form of postponing any new COLA generated until such time that the CPI used for an adjustment date exceeds the CPI that generated the last positive COLA payment.

The cost-of-living allowance will be established in accordance with changes in the official Consumer Price Index published by Statistics Canada (1986=100) and hereinafter referred to as the Consumer Price Index, which was 137.8 as of January 1998 (December 1997).

In no event will a decrease in the Consumer Price Index reduce the contract rates listed in the attached wage schedule.

Effective COLA adjustment #12 (October 2004), if the total COLA plus base wage is less than \$25.11 for the General Help Classification and \$29.78 for the Trades Classification, then the Company will adjust the October 2004 COLA increase to align with the above rates. Any special COLA adjustments required for the General Help Classification will be applied to the Classified job classifications.

(c) The amount of any cost-of-living allowance in effect at any time shall be included in computing overtime pay, holiday pay, call-in pay, vacation pay, jury duty pay and bereavement pay.

(d) Index is to be reviewed each quarter commencing January, **2002**. Revision in cost-of-living allowance will take effect the first of the pay period commencing after Index publication.

(e) The continuance of the cost-of-living allowance shall be contingent upon the availability of the official monthly Statistics Canada Consumers Price Index in its present form and calculated on the same basis as the Index published January 1, **2001**, unless otherwise agreed upon by the parties. In the event the form or basis of the Index is changed, the parties agree to request said Statistics Canada to continue to furnish, for the term of this agreement, the Index in its present form and calculated on the same basis as the Index published January 1, **2001**.

PROCEDURES FOR PAYMENT OF HOURLY WAGES,
COST-OF-LIVING ALLOWANCES AND
NIGHT SHIFT PREMIUMS

(f) BASIC HOURLY RATES OF PAY are those noted in the Schedule of Hourly Wage Rates for Classifications.

(g) THE REGULAR HOURLY RATE OF PAY is a total of the above Basic Hourly Rate plus the current Cost-of-Living Allowance and is used in the computation of pay for hours worked, overtime pay, holiday pay, call-in pay, vacation pay, jury duty pay and bereavement pay. (Reference: paragraph (c) of Clause 21 - Wages).

(h) PAYMENT OF NIGHT SHIFT PREMIUM. Employees on shift work, other than the day shift, shall receive a night shift premium of **one dollar (\$1.00)** per hour for all hours worked on the second shift (4 p.m. to midnight) and **one dollar and twenty-five cents (\$1.25)** per hour for all hours worked on the third shift (12 midnight to 8 a.m.).

For the purpose of paying Night Shift Premium only, the shifts shall be 12 o'clock midnight to 8 a.m. at **\$1.25** per hour, 8 a.m. to 4 p.m. at **.0¢** per hour, and 4 p.m. to 12 midnight at **\$1.00** per hour; an employee shall be paid N.S.P. for all hours worked on that day on which the majority of

his hours were worked. An employee who has an equal number of hours in two shifts shall be paid the higher N.S.P. rate for all hours worked.

(i) OVERTIME HOURS WORKED. Night Shift Premium for afternoon or night shifts is paid at the overtime rate of time and one-half for all time worked in excess of eight (8) hours in a twenty-four (24) hour period (Clause 8 (a)), or forty (40) hours in a week, and for hours worked on a scheduled day off.

Night Shift Premium is paid at straight time for scheduled hours of work on the premium paid days of Saturday, Sunday and Holidays and at the rate of time and one-half for overtime hours worked on these days.

(j) Employees on a Permanent Afternoon or Night Shift receive the N.S.P. rate for their shift (**\$1.00 or \$1.25** per hour) in addition to their regular hourly rate of pay for holiday, vacation, bereavement time and jury duty compensation.

(k) Employees Permanently on Continually Rotating Shifts receive the average N.S.P. rate of **seventy-five (.75) cents** per hour in addition to their regular hourly rate of pay for holiday, vacation, bereavement time and jury duty compensation. The Employer has included in the group of employees permanently on continuously rotating shifts any employee who rotates shifts at least one (1) week in each five (5) weeks.

(l) Employees Temporarily Assigned to Afternoon or Night Shift Work receive the N.S.P. (**\$1.00 or \$1.25** per hour) of the shift they are working on in addition to their regular hourly wage rate for funeral time, jury duty and holiday pay only occurring while they are so assigned.

(m) SHORTAGE OF WORK. If an employee has held a permanent classification for **six (6)** consecutive months and is removed from such classification due to a shortage of work or if an employee is removed from his permanent classification as a result of technological change, he shall receive the rate of such permanent classification, if higher than the classification to which he was transferred, for a maximum of thirty (30) calendar days from date of transfer. This does not apply to a person who is laid off.

(n) ESTABLISHMENT OF NEW RATE. The establishment, during the term of this Agreement, of a wage rate for a new job classification, a reactivated classification or for the operation of new equipment installed during such term shall be subject to negotiation. The parties shall agree to the effective date of such new rate. If negotiation has failed to bring about an agreement on a rate therefore, it shall be referred to arbitration at the request of either party.

(o) TRADESMEN'S HELPER. General help will receive **fifteen (.15¢)** cents above the rate of job classification 801 while assigned to a tradesman working on trades' tasks.

(p) Shoring of case goods will be performed by Utility Operators provided the nature of the work is such that the skills possessed by carpenters are not required. (duties include; positioning pallets, front and side to prevent shifting of load - some nailing may be required).

(q) WEEKLY PAY. Employees will be paid weekly.

HOURLY WAGE RATES

Effective January 03, 2002- January 03, 2005

Except as noted and subject to Contract Terms

	<u>Job Code</u>	<u>Jan. 3/2002</u>	<u>Jan. 1/2003</u>	<u>Jan. 1/2004</u>
<u>DISTILLERY</u>				
*Process Operator	961	25.06	25.31	25.56
Special Utility Person	871	23.61	23.86	24.11
General Help	801	23.29	23.54	23.79
<u>CEREAL PRODUCTS</u>				
Evaporator Operator	810	24.02	24.27	24.52
Dryer Operator	878	24.02	24.27	24.52
General Help	801	23.29	23.54	23.79
<u>GRAIN</u>				
Grain Control Operator	723	24.09	24.34	24.59
General Help	801	23.29	23.54	23.79
<u>BLENDING & MATURING SERVICES</u>				
General Help	801	23.29	23.54	23.79
<u>BLENDING</u>				
Control Room Operator	816	24.14	24.39	24.64
Process Operator (i)	819	24.01	24.26	24.51
General Help	801	23.29	23.54	23.79

	<u>Job Code</u>	<u>Jan.3/2002</u>	<u>Jan.1/2003</u>	<u>Jan. 1/2004</u>
<u>DRAIN & FILL</u>				
Group Leader	910	23.82	24.07	24.32
Utility Line Operator	805	23.76	24.01	24.26
Barrel Inspector Stacker	919	23.79	24.04	24.29
General Help	801	23.29	23.54	23.79

MATURING - PIKE CREEK

Barrel Inspector Stacker	853	23.79	24.04	24.29
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Plus .03¢ For Working in Warehouse (Special Rate)

BOTTLING

Group Leader –				
Whiskey Person	726	24.09	24.34	24.59
Whiskey Person	854	23.77	24.02	24.27
Stock Person-				
Dry Supplies	714	23.99	24.24	24.49
Utility Operator	812	23.67	23.92	24.17
General Help	801	23.29	23.54	23.79

MATERIALS HANDLING

Receiver	713	24.02	24.27	24.52
Utility Operator	822	24.02	24.27	24.52

DISTRIBUTION CENTRE - PIKE CREEK

Utility Operator	882	24.09	24.34	24.59
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BOTTLING MAINTENANCE

Maintenance Leader	875	28.25	28.75	29.25
Machinist	839	27.55	28.05	28.55
Store Keeper	846	24.02	24.27	24.52
General Help	801	23.29	23.54	23.79

	<u>Job Code</u>	<u>Jan. 3/2002</u>	<u>Jan. 1/2003</u>	<u>Jan. 1/2004</u>
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FINISHED GOODS SERVICES

General Help	801	23.29	23.54	23.79
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GARAGE/GROUNDS DEPARTMENT

Group Leader/Horticulturist	875	28.25	28.75	29.25
Tractor Operator	832	23.68	23.93	24.18
Truck Driver	828	23.97	24.22	24.47
General Help	801	23.29	23.54	23.79

CENTRAL MAINTENANCE

Maintenance Leader	875	28.25	28.75	29.25
Fitter/Welder	841	27.55	28.05	28.55
Sheet Metal	844	27.55	28.05	28.55
Pipe Insulator	845	27.55	28.05	28.55
Carpenter	842	27.55	28.05	28.55
Machinist	839	27.55	28.05	28.55
Electrician	838	27.55	28.05	28.55
Instrument Mechanic	837	27.55	28.05	28.55

FIRE PROTECTION

Fitter/Welder	841	27.55	28.05	28.55
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Note:

- (i) Company to set aside the terms of the "Samuel Award".
- (ii) General Help classification while working with trades will receive an additional \$.15
- (iii) * Plus \$2.25 Distillery Process Operator Shift Leader Premium. Shift Leader qualification training will be first offered to all Process Operators. In the event that insufficient candidates opt for qualification then Process Operators will be required to qualify in inverse order of seniority. Shift Leader Premium will only apply in the absence of supervision.

CURRENTLY INACTIVE CLASSIFICATIONS

813 Process Man.....
707 Assistant Foreman (week).....
829 Pumpman.....
910 Group Leader.....
919 Barrel Inspector Stacker.....
855 Hoop Driver Operator.....
856 Bung Borer Operator.....
848 Barrel Handler.....
801 General Help (Barrel Recond.).....
724 Assistant Foreman (week).....
817 Utility Man - Whisky.....
715 Dry Supplies.....
885 Stamp Room Leader.....
815 Leaker Room Assistant.....
849 Stamp Room Helper.....
705 Assistant Foreman (week).....
708 Assistant Foreman (week).....
830 Advertising Clerk.....
725 Assistant Foreman (week).....
722 Weighmaster (week).....
861 Boat Supervisor.....
825 Cleaner Operator.....
882 Utility Man.....
823 Box Car Loader.....
843 Bricklayer.....
867 Millwright.....
869 Maintenance Mechanic.....
704 Assistant Foreman (week).....
831 Matron's Helper.....
860 Screen Cleaner.....
895 Set-Up Person.....
859 Line Operator-Filler.....
886 Spare Line Operator.....
866 Line Operator-Bung Remover.....
881 Line Operator-Dump Trough.....
863 Line Operator.....
101 Line Operator.....
814 Filter Operator.....
818 Pump Person.....
826 Stock Person.....

- 862 Tradesman's Helper.....
- 840 Welder.....
- 841 Plumber & Pipe Fitter.....
- 893 Clean-Up & Inspectors.....
- 103 Deionizer.....
- 913 Barrel Marker.....
- 917 Barrel Head Pointer.....
- 850 Group Leader.....
- 851 Spare Stock Person - Dry Supplies.....
- 824 Gift Wrap Stock Person.....
- 893 Inspector/Repair.....
- 884 Bottling Machine Operator.....
- 890 Leaker Room - Matron.....
- 733 Clerk (week).....
- 852 Group Leader - Checker Driver.....
- 836 Dispatcher.....
- 894 Group Leader Checker.....
- 835 Palletizer Operator.....
- 833 Leaker Person.....
- 834 Fork Truck Driver.....
- 801 General Help - Material Handling.....
- 862 Construction General Help.....
- 897 Control Room Operator.....
- 914 Detail Person.....
- 105 Utility Operator - Surge.....
- 846 Central Maint'ce Stock Person.....
- 801 Central Maint'ce General Help.....
- 879 Panel Truck Driver.....
- 878 Cereal Products Dryer Operator + \$.10 for wet grain business
- 802 Still Operator.....**
- 803 Cooker Operator.....**
- 804 Mill Operator.....**
- 100 Fermentation Process Operator.....**
- 898 Clerk.....**
- 892 Group Leader – Lines.....**

It is understood and agreed that should any job classification listed above be reactivated during the life of this agreement, such job classification will be covered by the provisions of clause 21 (n).

CLAUSE 22 - REPORTING TO WORK AND CALL-IN PAY

(a) REPORTING TO WORK PAY. Employees reporting for work at the request of the Employer and not permitted to work and employees starting to work and working less than eight (8) hours shall receive eight (8) hours' pay at their regular straight time hourly rate unless the failure to give employment shall have been for a cause beyond the reasonable control of the Employer, in which case they shall receive four (4) hours' pay at their regular straight time hourly rate. Reporting to work pay does not apply in cases of suspension, discharge and illness, other than illness due to a compensable accident under the Workplace Safety & Insurance Act.

(b) EMERGENCY CALL-IN PAY. An employee who is called in to do work which is not scheduled in advance shall be paid a minimum of four (4) hours' pay at time and one-half. **An employee called in on a Sunday or a Holiday will be paid a minimum of four (4) hours pay at double time.** Only emergency work will be done in this work period.

(c) In all cases of employees scheduled to work on Saturday, Sunday or a holiday, and on their regularly scheduled days off for employees not working a Monday through Friday work week, a minimum guarantee of six (6) hours at base hourly job classification rate will be paid.

CLAUSE 23 - MEAL ALLOWANCES

(a) Any employee who is required to work continuously eleven (11) or more hours shall receive a meal up to the value of \$10.00 during such shift. If he is required to work continuously fifteen (15) or more hours, he shall receive an additional meal up to the value of \$10.00. If such meal or meals are not ordered and eaten on the shift the employee has worked, such meal or meals must be ordered and eaten before the end of the em-

employee's next scheduled shift. Employees shall have the option of receiving the meal allowance in cash.

(b) Lunch breaks of up to one-half hour shall be given in certain departments for the purpose of eating such meal, but such lunch breaks will not be paid for by the Employer.

CLAUSE 24 - USE OF PRIVATE CARS

No employee shall be required to use his own automobile on Employer's business; provided, however, the Employer will pay **forty-one (.41¢)** cents per kilometre for all authorized kilometres voluntarily driven by an employee in his own automobile on Employer's business, not including transportation to and from work. The employer will pay Union officials mileage (i.e. Walkerville/Windsor/Pike Creek) in conjunction with Clause (5)(b).

CLAUSE 25 - UNIFORMS AND PROTECTIVE CLOTHING

Employee will supply uniforms (perma press). All employees are issued uniforms as follows:

Production Employees – Three (3) trousers (blue)

Three (3) shirts (any combination of blue shirts and or company designated T- shirts)

Maintenance Employees – Three (3) trousers (green)

Four (4) shirts (any combination of green shirts and or company designated T-shirts)

All employees are required to sign and be responsible for all personal clothing issued to them.

Replacement of uniforms will be undertaken on an annual basis.

PROTECTIVE CLOTHING. The Company provides certain safety equipment and clothing to employees to protect them from personal injury on their jobs, such as hairnets, hard hats, and gloves. To prevent face and eye injuries from welding or handling acids or caustics, face shields and prescription safety spectacles are provided to employees

requiring them. Air masks and safety harnesses for working in confined spaces are provided. Also provided is safety clothing for welding and for handling of acids and caustics. **A reimbursement of up to one hundred and fifty dollars (\$150.00) will be made annually towards** the cost of safety toe shoes to employees purchasing safety shoes to wear at work.

In addition to the above items Company policy further provides for issue of certain items of protective clothing to employees when they are required to work in:

(a) Wet Areas - Rubber boots are issued to employees in the Cereal Products, Distillery, and Grounds Department who regularly require them in the performance of their duties.

(b) Cold Buildings Continuously, or Alternately in Warm and Cold Work Areas - Winter coats and Spring nylon jackets are issued to each employee in the Grain Elevator and to plant maintenance tradesmen. (Such issues to employees in other Departments will be on the basis of job need).

(c) Particularly Dirty Assignments - Coveralls or smocks are also provided to employees to protect their personal clothing when working at particularly dirty assignments.

CLAUSE 26 - RETIREMENT

(a) In consideration of the Employer's contributions to the Pension Plan covering employees in the Local 2027, the Union recognizes the right of the Employer at its sole option to require the retirement of any employee when he or she reaches the retirement age of sixty-five (65) years or at such other ages as are set forth in said Pension Plan anytime thereafter.

(b) The Employer shall not terminate or amend such Pension Plan for the duration of this agreement, subject to the approval of the Board of Directors of the Company and subject to obtaining and retaining acceptance for registration of this plan by the Minister of National Revenue and other required appropriate parties as the Company may find necessary to establish the deductibility for income tax purposes for any and all contribu-

tions made by the Company under the plan as being qualified for tax exemption under the provisions of the applicable Income Tax Act or Acts.

CLAUSE 27 - BEREAVEMENT PAY

(a) Paid bereavement leave shall be granted upon request to active employees upon the death of a member of their "immediate family". Such paid leave shall consist of three consecutive regularly scheduled (8hr.) workdays excluding Saturday, Sunday, Vacation, Holidays and Leave of Absences. "Immediate family" shall mean the employee's father, mother, step-father, step-mother, grandparents, father-in-law, mother-in-law, husband, wife, common-law spouse, son, daughter, brother or sister.

Spouse, for purposes of this clause shall mean the person to whom the employee is legally married or means a person of the opposite sex who has been residing with and cohabitating with the employee, or a person of the same sex who has been residing with the employee in a conjugal relationship as of the time the death occurred and was shown as the employee's spouse on company benefit plan records. In the event the employee has not declared a spouse within any of the benefit records, the company may require additional verification of the relationship.

(b) Bereavement pay of up to one (1) day, not to exceed eight (8) hours per day, will be paid for loss of scheduled work, to attend the funeral of grandchildren, stepbrothers and stepsisters, brother-in-law or sister-in-law, grandparents-in-law or to mourn the death of a member of the "immediate family", defined in (a) above, on the day of the funeral, if the funeral takes place in an area far removed from the employee's home which prevents the employee's attendance at the funeral.

(c) Notwithstanding Clause (b) above, where an employee can not attend the funeral of his father, mother, sister or brother he shall be given three (3) consecutive scheduled working days compassionate leave with pay.

(d) The Employer shall be entitled at any time to demand that the employee produce adequate proof of death and relationship.

CLAUSE 28 - WORKPLACE SAFETY & INSURANCE SUPPLEMENT

An employee who has an accepted claim under the Workplace Safety & Insurance Act for medical benefits but not for lost-time benefits shall receive from the Employer eight (8) hours' pay at his regular rate for each scheduled workday missed but for not more than one (1) day. If a holiday falls during the said waiting period, it shall be considered a regular scheduled workday if the employee is not eligible for holiday pay on such day.

It is the intention that this supplement shall apply only to those employees who qualify for Workplace Safety & Insurance medical benefits due to injuries incurred while in the employ of the Employer, and the injury is minor and the employee loses one (1) workday, or any other period which is too short to enable him to qualify for lost-time benefits.

An employee experiencing undue delay (2 weeks) with his WSIB claim and who would have otherwise been eligible to receive Weekly Indemnity, shall have those benefits made available to him. Employees requesting Weekly Indemnity under these circumstances will be required to sign a company waiver guaranteeing repayment of all monies at such time as their WSIB claim has been allowed.

Confidentiality of Health Information

The parties to this agreement recognize the importance of confidentiality of health information. To this end all communications between the employer and the employee's health care provider will be limited to information directly related to the injury or illness for which the claim is being made.

CLAUSE 29 - WEEKLY INDEMNITY PLAN SUPPLEMENT

An employee who qualifies for weekly lost-time benefit payments under the Weekly Indemnity Benefit Plan shall receive from the Employer eight (8) hours' pay at his regular rate for each scheduled workday missed during the waiting period required before such weekly benefit payments commence but not for more than five (5) days. If a holiday falls during the said waiting period it shall be considered a regular scheduled workday if the employee is not eligible for holiday pay on such day. This provision shall not apply in pregnancy cases.

CLAUSE 30 - WEEKLY INDEMNITY PLAN

The Employer agrees, for the term of this Labour Agreement, to provide Weekly Indemnity Benefits for eligible employees as follows:

**WEEKLY INDEMNITY
BENEFIT SCHEDULE
EFFECTIVE JANUARY 03, 2002**

Hourly Base Rate of	Weekly Benefit
less than \$19.74 per hour	\$491.00
\$19.75 per hour to & including \$19.99	497.00
\$20.00 per hour to & including \$20.24	503.00
\$20.25 per hour to & including \$20.49	509.00
\$20.50 per hour to & including \$20.74	515.00
\$20.75 per hour to & including \$20.99	521.00
\$21.00 per hour to & including \$21.24	527.00
\$21.25 per hour to & including \$21.49	533.00
\$21.50 per hour to & including \$21.74	539.00
\$21.75 per hour to & including \$21.99	545.00
\$22.00 per hour to & including \$22.24	551.00
\$22.25 per hour to & including \$22.49	557.00
\$22.50 per hour to & including \$22.74	563.00
\$22.75 per hour to & including \$22.99	569.00
\$23.00 per hour to & including \$23.24	575.00
\$23.25 per hour to & including \$23.49	581.00
\$23.50 per hour to & including \$23.74	587.00
\$23.75 per hour to & including \$23.99	593.00
\$24.00 per hour to & including \$24.24	599.00
\$24.25 per hour to & including \$24.49	605.00
\$24.50 per hour to & including \$24.74	611.00
\$24.75 per hour to & including \$24.99	617.00

\$25.00 per hour to & including \$25.24	623.00
\$25.25 per hour to & including \$25.49	629.00
\$25.50 per hour to & including \$25.74	635.00
\$25.75 per hour to & including \$25.99	641.00
\$26.00 per hour to & including \$26.24	647.00
\$26.25 per hour to & including \$26.49	653.00
\$26.50 per hour to & including \$26.74	659.00
\$26.75 per hour to & including \$26.99	665.00
\$27.00 per hour to & including \$27.24	671.00
\$27.25 per hour to & including \$27.49	677.00
\$27.50 per hour to & including \$27.74	683.00
\$27.75 per hour to & including \$27.99	689.00
\$28.00 per hour to & including \$28.24	695.00
\$28.25 per hour to & including \$28.49	701.00
\$28.50 per hour to & including \$28.74	707.00
\$28.75 per hour to & including \$28.99	713.00
\$29.00 per hour to & including \$29.24	719.00
\$29.25 per hour to & including \$29.49	725.00

Note: Basic Hourly Rates of pay are those rates noted in the schedule of hourly wage rates for classifications.

When vacation days are concurrent with days paid under the Weekly Indemnity Plan and/or Indemnity Plan Supplement, such vacation days will be deemed to be regular scheduled work days and an equal number of vacation days will be taken without pay at a time to be arranged with the affected employee's immediate supervisor. The

last vacation day prior to the first day of total disability (inability to work) will be regarded, for weekly indemnity purposes only, as the last day worked.

Maternity benefits under this plan will be payable only to those female employees who present proof to the Company prior to the payment of any Weekly Indemnity Maternity Benefit that they do not qualify for Unemployment Insurance Maternity Benefits.

CLAUSE 31 - LONG TERM DISABILITY PLAN

The Employer will pay the cost of a Long Term Disability Plan for eligible employees who become totally disabled.

CLAUSE 32 - HOSPITAL AND MEDICAL BENEFITS

(a) The Employer will pay the cost of employee and dependent coverage under the O.H.I.P. and the Green Shield Semi-Private Plan. "Dependent" includes only spouse and eligible children as defined in the O.H.I.P. regulations.

(b) The Employer will pay the cost of employee and dependent coverage under the Green Shield Plan (Extended Health & Prescriptions). "Dependent" includes only spouse and eligible children as defined in the Green Shield Plan regulations.

(c) The Employer will pay the cost of a Life Insurance coverage benefit of **\$50,000.00** that has been extended to eligible employees covered by this agreement.

(d) The Employer will pay the cost of Accidental Death and Dismemberment Insurance coverage, up to a maximum benefit of **\$30,000.00** that has been extended to eligible employees covered by this agreement.

(e) The Employer will pay the cost of a Green Shield Vision Care Plan for eligible employees and their eligible dependents and for retired employees and their eligible dependents.

The Plan will reimburse eligible expenses up to a maximum of **\$200.00** for each covered individual in any 24 consecutive months starting on the date the first eligible expense is incurred after **January 3, 2002**.

(f) The Employer will pay the cost of a Green Shield Hearing Aid Plan for eligible employees and their eligible dependents and for retired employees and their eligible dependents.

The Plan will reimburse eligible expenses incurred in connection with hearing aid and repairs up to a maximum of **\$600.00** in any 36 consecutive month period.

g) The Employer will pay the cost of employee and dependent coverage under the O.H.I.P., Weekly Indemnity Plan, Life Insurance coverage, Accidental Death and Dismemberment Insurance coverage and the Green Shield Plan (i.e. Semi-Private, Vision, Hearing Aid, Dental, Extended Health & Prescriptions) for each month an employee is absent through illness or while he is on Workplace Safety & Insurance benefits as if the employee were at work but, in no event will the Employer pay such costs for more than one (1) year from the commencement of an illness or more than two (2) years from the commencement of a Workplace Safety & Insurance injury.

(h) (i) If an employee dies in service, and at the time of death was eligible for early retirement, the Employer will pay the cost of spouse and eligible dependent coverage under the O.H.I.P., and Green Shield Plan (i.e. Semi-Private, Vision, Hearing Aid, Retiree Dental, Retiree Extended Health & Prescriptions) until the spouse reaches age sixty-five (65), and after age sixty-five (65) the Employer will pay the cost of coverage under the Green Shield Plan (i.e. Semi-Private, Retiree Extended Health & Prescriptions), for the spouse and eligible dependents, except as otherwise provided under federal and/or provincial law.

(ii) If an employee dies in service, and at the time of death had a minimum of five (5) years seniority, the Employer will pay the cost of spouse and eligible dependents coverage under the O.H.I.P., and Green Shield Plan (i.e. Semi-Private, Vision, Hearing, Dental) for a period up to a maximum of twenty-four (24) months.

(iii) If a retired employee dies, the Employer will pay the cost of spouse and eligible dependent coverage under the O.H.I.P. and Green Shield Plan (i.e. Vision, Hearing Aid, Retiree Dental, Retiree Extended Health & Prescriptions) until the spouse reaches age sixty-five (65), and after age sixty-five (65), the Employer will pay the cost of the Green Shield Plan (i.e. Semi-Private, Retiree Extended Health & Prescriptions) for the spouse and eligible dependents except as otherwise provided under federal and/or provincial law.

(iv) All such coverage as provided in (h) (i), (ii), (iii) above will cease upon the death of the spouse or at such time as the spouse remarries or becomes employed in a job which provides over 32 hours of work in a week.

(i) (i) None of the foregoing provisions apply to employees on leave of absence in excess of one calendar month.

(ii) The company will continue paying premiums to the Green Shield Plan (i.e. Semi-Private, Extended Health, Hearing, Vision, Prescriptions, Dental) and Life Insurance, for varying periods, depending on seniority, for Employees if they are away from work because of layoff. Eligibility is as follows:

<u>Seniority at Time of Layoff:</u>	<u>Months of Premiums Following Layoff</u>
5 years of seniority or more	= one month coverage following the month of layoff
10 years of seniority or more	= two months of coverage following the month of layoff
20 years of seniority or more	= three months of coverage following the month of layoff

(j) (i) The Employer will pay the cost of the Green Shield Plan (i.e. Semi-Private, Retiree Extended Health & Prescriptions) for retired employees, their spouses and eligible dependents except as otherwise provided under federal and/or provincial law.

(ii) The Employer will pay the cost of O.H.I.P. for employees who retired prior to age 65, and their spouses and eligible dependents until the employee or spouse respectively, reaches age 65 or such earlier age as established by the Government of Ontario for O.H.I.P. retiree premium payments.

(iii) The Employer will pay the cost of Life Insurance in the amount of \$6,000. for all eligible current and future retirees.

(k) The Employer will pay the cost of Life Insurance coverage, coverage under the O.H.I.P., and the Green Shield Plan (i.e. Semi-Private, Extended Health & Prescriptions) for employees who are receiving benefits under the Employer's Long Term Disability Plan. Spouses and eligible dependents of such employees are also included in the aforementioned coverage's except for Life Insurance coverage.

(l) Benefits will be generally outlined in booklets to be supplied no later than **April 1st, 2002** to employees and retired employees covered by this agreement. The present level of benefits and services will not be reduced as a result of change in carriers. The company agrees to meet and discuss such changes with the Union prior to implementation.

CLAUSE 33 - GREEN SHIELD DENTAL PLAN

The Employer will pay the cost of the Company Dental Plan for the employee, the employee's spouse and eligible children. The employee, the employee's spouse and eligible children will be eligible for coverage under this plan upon the employee attaining one (1) year of service (one year of service is equal to 2080 compensated hours).

The Company will provide coverage for retired employees and their eligible dependents under Section A - Basic Dental Expense and Section B - Major Dental Expense but not under Section C - Orthodontic Expense.

Unemployment Insurance Commission credit payments, the type which have previously been paid to employees, shall cease effective January 1, 1975 as

a result of the installation of the Dental Plan as a negotiated employee benefit in lieu thereof.

CLAUSE 34 - GUARANTEED WORK FORCE

- a) Subject to the right of the Employer to discharge, suspend or discipline any employee, and subject to fire, lightning, sabotage, power failure, flood, earthquake, riot, catastrophe, enemy action, impact of aircraft, acts of God or other similar conditions beyond the reasonable control of the Employer.
- b) The Employer agrees to establish for the life of this contract a work force of employees with a seniority date prior to January 01, 1978 to each of whom it will make available 52 weeks work of 40 hours each annually, including vacation pay, holiday pay and pay for any and all hours not worked.
- c) The Employer shall establish a Supplemental Unemployment Benefit Plan to provide Supplementary Unemployment Benefits for eligible employees whose seniority date is on or after January 01, 1978.

Highlights of the S.U.B. Plan, subject to the terms and conditions of the "Supplementary Unemployment Benefit Plan", include the following:

ble employee is in the top 424 on the seniority list, has a seniority date on or after January 1, 1978, and has accumulated two years of seniority.

Credit Units shall be credited to eligible employees at the rate of one-half

(0.50) of a Credit Unit for each week he receives pay from the Company for time worked or is on paid vacation.

An employee shall not be eligible to be credited with any Credit Units until he is at work and has at least two (2) years seniority whereupon he will be credited with 52 credit units.

Eligible employees may have no more than 52 Credit Units at any one time.

The number of weeks for which an eligible employee is entitled to receive benefits shall be determined on the basis of the number of his Credit Units, his seniority, and the Trust Fund Position applicable to the weeks for which such benefits are paid to him.

Weekly benefit is **\$140.00**

- d) This clause does not give any employee any right to work longer than provided in Clause 26, Retirement.

CLAUSE 35 - CONTRACTING OUT

(a) Employees of an outside contractor will not be utilized to replace employees in the current work force on production or maintenance work normally and historically performed by them when the performance of such work involves the use of Company-owned machines, tools or equipment operated or maintained by Company employees.

(b) The foregoing paragraph shall not affect the right of the Employer to continue contracting out the type of work currently being contracted out or work that has historically been contracted out, nor shall it limit the fulfillment of warranty obligation by vendors, nor limit work which a vendor must perform to prove out the equipment.

(c) In those cases where the Employer intends to contract out work not currently being contracted out or which has not been historically contracted out, except where time and circumstances prevent it, the Employer will hold advance discussion with the Union Committee prior to letting such contracts.

In this discussion the Employer will review its plans or purpose for letting a particular contract. The Union Committee will be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why the Employer is contemplating contracting out the work.

- (i) At such time, the Employer representative will offer the Union Committee an opportunity to comment on the Employer's plans and will give proper weight to these comments in the light of all attendant circumstances.
- (ii) In no event shall an employee in the current work force who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor.

(d) In those cases where the Employer intends to contract out work which is routine maintenance work of the type that is also performed on a regular basis by employees in the Central Maintenance Division, except where time and circumstances prevent it, the Employer will hold advance discussion with a special Union Committee which shall consist of the area representative, the steward, and a representative from the Trades Department involved from the Central Maintenance Division prior to letting such contract. The Employer shall be represented by the Central Maintenance General Foreman or his designated representative, the Foreman of the department involved and a representative from the Industrial Relations Department. In this discussion, the Employer will review its plans or purpose for letting such maintenance work contract. The special Union Committee will be advised of the nature, scope, and approximate dates of the maintenance work to be performed and the reasons (equipment, manpower, etc.) why the Employer is contemplating contracting out the work. At such time, the Employer representatives will offer the Union Committee an opportunity to comment on the Employer's plans and will give proper weight to these comments in the light of all attendant circumstances.

(e) Further to and in conjunction with Sections (c) and (d), the company shall provide the union a minimum of seven (7) days notification prior to the letting of non-emergency contracts.

(f) It is the policy of the Company to perform maintenance and production work with its own employees, provided it has the manpower, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times, after consultation with the designated union representative, the Company does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This section is not to be regarded as impairing that right in any way.

The Company hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own production and maintenance employees to perform maintenance and production work to the extent consistent with sound business practice, as in the past.

The Company is genuinely interested in maintaining maximum employment opportunities for Production and Maintenance employees consistent with the needs of the Company. Therefore, in making these determinations, the Company intends always to keep the interests of Hiram Walker personnel in mind.

CLAUSE 36 - SAFETY COMMITTEE

(a) The Union recognizes the responsibility of the Employer for all matters pertaining to safety. The Employer and the Union also agree that the practice of safe working habits is the responsibility of each employee.

(b) Therefore, for the purpose of promoting safety, the Employer and the Union have agreed to form a joint committee which shall be known as the Safety Committee with a membership of four (4) individuals, two (2) to be appointed by the Union and two (2) to be appointed by the Employer. The Safety Committee will be provided with a copy of accident reports and will meet monthly. The Employer **will attempt to provide** the Benefits Representative with a copy of the Workplace Safety and Insurance Board's

Form 7 (Employer's Report of Accidental Injury or Industrial Disease) **prior to** it being sent to the board.

(c) The committee's Union Representatives and the Safety Manager and/or divisional designate will conduct a monthly inspection of the workplace. The findings of the inspection will be discussed at the monthly Safety Meeting.

In addition to such monthly inspection and meeting, one (1) Union representative to the Safety Committee may accompany a government safety inspector on an inspection of the plant.

Time spent on such inspections and meetings shall be considered time worked and the members of the Safety Committee shall be compensated at their regular rate of pay therefore. All members of the Safety Committee must be certified under the Ontario Health & Safety Act and/or equivalent. The employer will pay for all required class time and certification. The employer and union agree to comply with the right to refuse provisions of the Occupational Health and Safety Act Part V Section 43, and the No Reprisals Provisions Part VI, as printed in May 1995.

In the event the Occupational Health and Safety Act is amended to delete Ministry of Labour Inspectors as set out in Section 43, the parties will develop a mutually acceptable dispute resolution mechanism. Should it prove necessary, the parties agree to select mutually acceptable replacements for the inspectors, with the costs to be shared equally by the parties.

CLAUSE 37 - JURY DUTY

Employees will be given leave of absence when called for jury duty or to act as Crown witness, and earnings for necessary time lost during such leaves will be made up by the Employer at his regular rate, less any fees received for jury duty or as Crown witness.

When an employee is called for jury duty or to act as Crown witness, the following routine procedure is to be followed:

1. The employee is to notify his foreman immediately that he has been so ordered and on what date he will first be absent from work.
2. The foreman will immediately arrange an appointment for the employee with the Industrial Relations Department. The employee will be required to bring

- with him for this appointment the legal document with which he has been served. At this interview, arrangements will be made for the employee to notify the Industrial Relations Department in advance and on a daily basis of his scheduled attendance at court or his reporting for work. The Industrial Relations Department will advise the employee's foreman about such plans. On those days that the employee is not required to attend court, he must report to work at his regular starting time.
3. An employee serving on jury duty or as a Crown witness will not be required to report to work on his shift that day. For each such day the Employer will pay the employee for regular time
Lost up to eight (8) hours at his regular rate less any fees received for jury duty or as Crown witness.
 4. To compute the amount of pay, the employee must present to the Industrial Relations Department a statement from the appropriate Court Officer showing dates of attendance at court and fees received. This statement is readily available at the Courthouse.

CLAUSE 38 - TUITION-SHARING PROGRAM

The Employer agrees to grant to employees a job related tuition- sharing program for interested employees. The purpose of the tuition- sharing program is to assist employees in continuing their education and in improving their job qualifications.

All employees who have worked all or a part of each of twenty-six calendar weeks during the preceding calendar year shall be considered eligible to participate in the program.

The course or courses of study must be related to the employee's job in the Company. Employees who satisfactorily complete an approved course of study will receive a refund of **100 %** of the cost of the approved course (tuition and textbooks but not travel). Each specific course taken must be approved in advance to qualify under the program.

Steps to be followed in making application under the tuition-sharing program:

1. Once the employee has determined his course of study, he may obtain an application form from his supervisor. This must be completed in triplicate and the supervisor will submit the application for consideration. When and if approved, a copy of this form will be returned to the employee.
2. If the application is approved as to course and school, the employee may then register for the course with the school indicated in the application.
3. Upon successful completion of the course, the employee must provide his supervisor with his official statement of standing in the course and official receipts to support cost of tuition and textbooks, together with his copy of the original application. His supervisor will then arrange for whatever refund is due.
4. The refunded portion of the tuition cost of the course only will be declared as employee income for taxation purposes. All receipts will be returned to the employee along with his refund.
5. In the event a participating employee leaves the employ of the Company for any reason after the course approval date, no refund will be made for any costs incurred in taking the course. If an employee is laid off before completing an approved course, a refund will be made upon successful completion of the course. No new course initiated by an employee while on layoff will be approved by the Company.

CLAUSE 39 - HARASSMENT

The Employer recognizes its' responsibilities to provide a harassment free workplace and environment. The union and the Employer recognize the right of employees to work in an environment free from harassment, i.e. unrestricted by biases, discrimination and abuse.

Harassment is defined as any kind of offence or objectionable verbal or physical abuse which causes the recipient humiliation or interferes with the recipient's performance on the job.

Included would be a comment or conduct consisting of words or action that insult or cause humiliation to a person in relation to one of the following prohibited grounds; sex,

race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or handicap and/or any other prohibited grounds that may be applicable under law or the Human Rights Commission Code.

The Company will be responsible for annual training to inform and educate its employees of any changes in law and/or the Human Rights Commission Code.

CLAUSE 40 - WORK AREA CLEANLINESS

Subject to clause 14(f) it will be the responsibility of each employee to keep their own immediate work area clean and tidy.

CLAUSE 41 - SUBSTANCE ABUSE PROGRAM

Substance abuse is recognised to be a serious illness that is treatable.

The Union and the Company have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The company will continue to provide a comprehensive approach towards dealing with substance abuse and to related problems.

The company will provide all normal group insurance benefits while an employee is under a medically prescribed course of treatment that is acceptable to both parties.

A joint committee comprised of one union and one company representative will be established to administer the program. Such administrative assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities such as Brentwood.

Union Representative on the joint Substance Abuse Committee will be provided such paid time as is necessary for the administration of the program.

It will also be the responsibility of the joint committee to engage in education and prevention activities from time to time as the joint committee deems appropriate, subject to the approval of the union and the company.

CLAUSE 42 - SEVERANCE PAY PLAN

- a) In the event that an Employee's employment is terminated due to the permanent closure of the plant at Walkerville/Windsor, they shall receive from the Company 2 weeks regular non-overtime pay per year of seniority up to a maximum of 52 weeks of pay.
- b) Employees in the G.W.F. would receive the greater of the benefits outlined in subsection (a) above or those benefits provided under Clause 34.
- c) Subsection a) and b) above would also apply should the employment of twenty or more employees be terminated as the result of a permanent partial closure of the plant at Walkerville/Windsor or Pike Creek.
- d) Should legislation be enacted providing benefits in excess of the above; said legislation shall supersede the benefits provided in this clause.

The intent is that there shall be no duplication of Legislative and company benefits.

CLAUSE 43 - TERM OF CONTRACT

This agreement shall remain in full effect from **January 03, 2002**, up to and including **January 03, 2005**. It shall automatically be renewed from year to year thereafter unless written notice by registered mail shall have been given by either party ninety (90) days prior to the expiration of this agreement or any annual extension thereof. Any proposed changes desired by such party shall accompany such notice.

The following Appendixes, Letters of Intent and Pension Plan Information shall form part of this collective agreement; pension plan is precluded from Clause 17 "Grievance Procedure".

APPENDIX NO. 1

Master No.....

AUTHORIZATION FOR PAYROLL DEDUCTION
OF LOCAL 2027 INITIATION FEE,
LOCAL 2027 DUES AND ASSESSMENTS

"I, the undersigned employee of Hiram Walker & Sons Limited, Walkerville/Windsor, Ontario, hereby authorize and direct Hiram Walker & Sons Limited to deduct from my wages such sum as may be chargeable under the Constitution and By-Laws of the Local and the C.A.W. and under the Labour Agreement between the C.A.W. and its Local 2027 and Hiram Walker & Sons Limited, for initiation fees for membership in the C.A.W. Local 2027, provided that if I have already paid my initiation fees prior to this authorization, then this authorization shall be null and void as to the initiation fees."

"I further authorize and direct Hiram Walker & Sons Limited to deduct from my wages such sum as may from time to time be assessed by the C.A.W. Local 2027 from all of its members for monthly union dues and assessments authorized by the Constitution and By-Laws for the C.A.W. and its Local 2027, and to pay the amounts so deducted to the said Local 2027, subject to any conditions of the labour agreement between the C.A.W. and its Local 2027 and Hiram Walker & Sons Limited."

Signature of Employee

Witness

For Payroll Department Only

_____ Initiation Fee \$ _____

Date To Be Deducted _____ 19__

Dues \$ _____ per month

Effective _____ 19__

APPENDIX NO. 2

The following procedure will be used for calculating vacation pay for employees who have been assigned down to a lower rated job classification.

Note: Vacations for a given year are based on the previous year.

Example No.1

John Brown is a General Help employee in the Materials Handling Department. His previous year's work consisted of the following:

1,150 hours @ \$7.81 per hour - Fork Truck Driver	834
80 hours @ \$8.00 per hour - Group Leader	894
950 hours @ \$7.69 per hour - General Help	801

Vacation is paid at job class 834 as he worked in excess of 1,040 hours in this classification during the previous year.

Example No. 2

Joe White is a Utility Man in the Bottling Department. His previous year's work was as follows:

1,200 hours @ \$7.87 per hour - Utility Man	851
860 hours @ \$8.00 per hour - Group Leader	850
40 hours @ \$7.92 per hour - Assistant Foreman	724

Vacation is paid at job class 851 as sufficient hours (more than 1,040) were not worked in a job higher than 851.

Example No. 3

Jane Green is classified as General Help in the Bottling Department. Previous year's work:

120 hours @ \$7.53 per hour - Matron's Helper	831
825 hours @ \$7.62 per hour - Machine Operator	884
90 hours @ \$7.48 per hour - General Help	891
96 hours @ \$7.96 per hour - Group Leader	892
567 hours @ \$7.68 per hour - Inspector	893

Vacation would be paid at job class 831 as she worked in excess of 1,040 hours in several classifications above General Help. This is arrived at as it is the lowest rate of the group totalling over 1,040.

All of the above are superseded if an employee's gross earnings for the previous calendar year are sufficient that 2% of such earnings exceed 40 hours times the employee's regular hourly rate including any C.O.L.A. or N.S.P

LETTER OF INTENT

No. 1

September 6, 2001

Local 2027, National Automobile,
Aerospace, Transportation &
General Workers Union of Canada (C.A.W. - Canada)
P.O. Box 2302 - Walkerville Stn.
Windsor, Ontario

The President, Local 2027, providing he qualifies, will perform the work of Special Utility Person, job classification no. 871 and have super seniority. It is understood and agreed that the Company will not maintain the President, Local 2027 in the aforementioned classification in the event there is no work in such classification or in the event the Company decides not to fill such classification. Except for having super seniority, the President, Local 2027 is subject to all other provisions of the Collective Agreement.

When the president is away, the Special Utility Persons duties will be performed by the Manufacturing Division's area representative.

The Company will provide for the President, Local 2027, in a location mutually agreeable to the parties, a file cabinet and a telephone capable of sending and receiving telephone messages both within and outside the Plant. Any long distance call charges incurred through the use of such telephone will be paid by Local 2027.

In the event the President, Local 2027, relinquishes such position, or at the duration of his elected term, he shall return to his last permanent job held prior to becoming President. Note #1: Should the President apply for another permanent position during his term he must upon leaving office return to the last permanent job for which he was the successful applicant. The incumbent - being replaced by the ex President - will revert to General Help. The same aforementioned terms and conditions will apply to the new President, who may work in the same or another job classification.

Note #2: If after the president successfully bids on a permanent posting, and later bids successfully on another permanent posting, the individual on the previous posting becomes the permanent applicant.

The Company grants, to the President and Vice President, Local 2027, the classification rate privileges currently extended to Area Representatives as stated in Letter of Intent No. 3.

The President, Vice President, **Skilled Trades Representatives** and Area Representatives of C.A.W. Local 2027 will normally work the day shift, except that the Company will not at any time add employees to any job classification in order to maintain any number of the aforementioned C.A.W., Local 2027 officers on the day shift.

Yours very truly

HIRAM WALKER & SONS LIMITED

B.E. Ruel

Director, Industrial Relations

LETTER OF INTENT

NO. 2

December 16, 1974

Local No. 1, The Canadian
Union of Distillery Workers
386 Devonshire Road
Walkerville/Windsor, Ontario

Gentlemen:

In connection with the Collective Bargaining Agreement dated January 1, 1965, we wish to state:

1. The Employer has presented to the Union on request manning tables for operation of the bottling lines. The Union has discussed and investigated these with the Employer and has initialled them.
2. The Employer will extend to the Union the courtesy of informing the Union of new operations in the Plant.

Yours very truly

HIRAM WALKER & SONS LIMITED

T.A. Dillon

Vice President, Human Resources

Agreed:

Ken Maheux

National Representative CAW

Reaffirmed – **September 6, 2001**

B.E. Ruel

Director, Industrial Relations

LETTER OF INTENT

NO. 3

September 6, 2001

Local 2027, National Automobile,
Aerospace, Transportation &
General Workers Union of Canada (C.A.W. - Canada)
P.O. Box 2302 - Walkerville Strn.
Windsor, Ontario

Area Representatives will work in the area they represent and hold one of the following classifications: 801 General Help - Distillery, 801 General Help - Bottling and 801 General Help - Drain & Fill. It is understood and agreed that the Company will not maintain Area Representatives in the aforementioned classifications in the event there is no work in such classifications or in the event the Company decides not to fill such classifications. Area Representatives may rotate annually and along with the Benefit Representative be compensated at the **highest Regular Hourly Production Rate (excludes shift leader premiums)**. The Vice President, Area Representatives and Benefit Representative shall have super seniority, with the exception of a Vice President, Area Representatives or Benefit Representative outside the G.W.F. who will be subject to lay-off only after all other employees (excluding tradesmen) in the non-G.W.F. Group have been laid-off. The Vice President, Area Representatives and Benefit Representative will lose any such rate differential and super seniority immediately when they relinquish their office with Area Representatives returning to their last permanent classification.

Note #1: Should area representatives apply for other permanent positions during their respective terms they must upon leaving office return to the last permanent job for which they were the successful applicant. The incumbent being replaced will revert to General Help.

Note #2: If after an area representative successfully bids on a permanent posting, and later bids successfully on another permanent posting, the individual on the previous posting becomes the permanent applicant.

Stewards shall have super seniority in their permanent job classifications. However, such super seniority, will not apply in cases of lay-off. Lay-offs will continue to be in inverse order of seniority according to Clause 14 - Seniority.

Skilled Trades Representatives shall be compensated at the Leader's rate. Skilled Trades Representatives shall have super seniority with the exception of a Skilled Trades Representative outside the G.W.F. who will be subject to lay off only after all other Tradesmen in his trade (in the non-G.W.F. group) have been laid off. A Skilled Trades Representative will lose any such rate differential and super seniority immediately when he or she ceases to be a Skilled Trades Representative.

Yours very truly

HIRAM WALKER & SONS LIMITED

B.E. Ruel

Director, Industrial Relations

LETTER OF INTENT

NO. 4

January 20, 1995

Local 2027, National Automobile,
Aerospace, Transportation &
General Workers Union of Canada (C.A.W. - Canada)
P.O. Box 2302 - Walkerville Stn.
Windsor, Ontario

SKILLED TRADES HIRING PRACTICE AGREEMENT

Section 1

The term "Journeyman/woman" as used in this Agreement, shall mean any person:

- a) Who presently holds a journeyman/woman classification in the plant in the skilled trades.
- b) Who has served a bona fide apprenticeship and has a certificate which substantiates his/her claim of such service.
- c) Who has had eight years of practical experience and can prove same with proper affidavits. The Company will consider the possession of the CAW/UAW Journeyman/woman Card as presumptive proof of qualifications.

Section 2

Any further employment in the skilled trades occupations in this plant, after signing of this agreement, shall be limited to journeymen/women and apprentices.

Yours very truly

HIRAM WALKER & SONS LIMITED

Thomas A. Dillon

Vice President, Human Resources

Reaffirmed: **September 6, 2001**

B.E. Ruel

Director, Industrial Relations

LETTER OF INTENT

NO. 5

September 6, 2001

L2027, National Automobile,
Aerospace Transportation &
General Workers Union of Canada
(C.A.W. - Canada)
P.O. Box 2302 - Walkerville Stn.
Windsor, ON

APPRENTICESHIP PROGRAM

The Company agrees that the following is the procedure for the APPRENTICESHIP TRAINING PROGRAM in conjunction with the Ontario Department of Labour to provide the Company with a source of qualified trades people. The need for the number of apprentices will be reassessed by Management periodically as vacancies occur in the trades classification.

REGISTRATION

All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board. All apprentices will sign a written Apprenticeship Agreement with the Company.

APPLICATION

- a) Notice of apprenticeship openings will be posted on the Company's Bulletin Board.

- b) Applications for apprenticeship will be accepted by the Human Resource Department from seniority "production" employees who consider themselves eligible under this program of training.

SELECTION

Selection of a candidate will be at the sole discretion of the Employer with consideration given to:

- 1) Grade 12 or equivalent - all Ontario academic credits.
- 2) Mechanical Aptitude Test Results.
- 3) Previous experience.
- 4) Interview results.

SENIORITY

a) Apprentice will be on a 3-month probationary period. If during the 3-month probationary period, a person for one reason or another can not continue on the Apprenticeship Program, they will return to their former job classification. However, once beyond the 3-month period and training is relinquished, then the person will be reassigned to General Help in the Bottling Department.

b) Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising transfer rights in lieu of layoff. Accumulation of production seniority is frozen and excludes time served in apprenticeship.

SCHOOL ATTENDANCE

Apprentices will be required to attend classes for related instructions outside of their regular working hours. Classes will be held by St. Clair College. The Employer will pay for required books and applicable tuition fees (if any) for approved required courses.

CREDIT FOR PREVIOUS EXPERIENCE

Credit for previous related experience in an apprentice training program, or a skilled trade in any plant, may be given up to the time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given the apprentice at the time he/she has satisfactorily demonstrated that he/she possesses such previous experience and is able to do the job. Related training credit shall be given the apprentice at the time that he/she is requesting credit under the related training schedule. At the time such

credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

TRAINING RECORDS

Progress reports and records will be reviewed periodically by the Company's Training Officer, Maintenance Supervisor and Union's Skilled Trades Representative.

DISCIPLINE

The Employer, after consultation with the Union's Skilled Trades Representative, shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to his apprenticeship such as:

- a) Inability to learn
- b) Unsatisfactory work
- c) Lack of interest in his/her work or education

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to his/her training as an apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

APPRENTICES - WAGE RATES

Apprentices in each of the Trades covered shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours not less than 65% of the Maintenance person's rate
- 2nd 1000 hours not less than 70% of the Maintenance person's rate
- 3rd 1000 hours not less than 75% of the Maintenance person's rate
- 4th 1000 hours not less than 80% of the Maintenance person's rate
- 5th 1000 hours not less than 85% of the Maintenance person's rate
- 6th 1000 hours not less than 90% of the Maintenance person's rate
- 7th 1000 hours not less than 95% of the Maintenance person's rate
- 8th 1000 hours not less than 95% of the Maintenance person's rate

An employee with seniority rights who enters the apprenticeship program will remain frozen at his/her current hourly rate until such time as the percentage (%) of the maintenance person's rate is greater of the two and will continue to progressively increase as per above chart.

A new hire placed directly into an apprenticeship will begin at 65% of the maintenance person's rate and progress according to the apprentice wage schedule.

HOURS OF WORK

Apprentices shall work the same hours during the contractual work week, and be subject to the same conditions as the skilled workers of his/her trade employed by the Company. Apprentices may work overtime hours, providing that all skilled workers of that trade have been given first opportunity. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours worked with the assigned journeyman.

RATIO

The ratio of apprentices to journey persons shall not exceed (1) apprentice to each **six (6)** journeymen employed in a respective trade.

LAYOFF & RECALL

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off.

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off, and the last laid off shall be the first to be reinstated.

An employee having seniority in the plant who enters the apprentice training program, shall, during the period of his/her apprenticeship, retain seniority. If laid off or dismissed from the

apprentice training program, he/she shall be returned to replace the junior employee in the plant, seniority permitting, and to his/her former seniority in the plant.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority. Thereafter, all apprentices in a trade shall be recalled before any new journeypersons shall be hired, and in accordance with the Collective Agreement.

Yours very truly
HIRAM WALKER & SONS LIMITED

B.E. Ruel
Director, Industrial Relations

LETTER OF INTENT

NO. 6

January 20, 1995

Mr. Tom Findlay
President, Local 2027
National Automobile,
Aerospace Transportation
and General Workers Union of Canada
(CAW - Canada)
1214 Ottawa Street
Windsor, Ontario N8X 2E6

Dear Mr. Findlay,

This letter will serve to notify Local 2027 that it is the Company's intent to eliminate the Group Leader Lines classification #892 through technological change. This may occur prior to January 3, 1996.

Effective January 3, 1996, regular Group Leader Lines Personnel (#892), when not required due to production fluctuations, will perform the duties of the classification of Bottling Utility Operator.

Yours very truly,
HIRAM WALKER & SONS LIMITED

T.A. Dillon
Vice President, Human Resources

LETTER OF INTENT

NO. 7

January 20, 1995

Local 2027, National Automobile,
Aerospace, Transportation &
General Workers Union of Canada (C.A.W. - Canada)
P.O. Box 2302 - Walkerville Stn.
Windsor, Ontario

TECHNOLOGICAL CHANGE

Technological change is defined as changes in technology relative to process and or equipment that significantly differs from that previously utilized by the company. In the event of technological changes as defined above, the company shall give the Union as much advance notice as practicable.

Where additional skills are required as a result of the aforementioned technological change(s), effected employees shall, at the expense of the Employer, be provided with a reasonable period of training and in this connection the parties agree to discuss appropriate training.

Yours very truly

HIRAM WALKER & SONS LIMITED

Thomas A. Dillon

Vice President, Human Resources

Reaffirmed: **September 6, 2001**

B.E. Ruel
Director, Industrial Relations

LETTER OF INTENT
NO. 8
September 6, 2001

L2027, National Automobile,
Aerospace Transportation &
General Workers Union of Canada
(C.A.W. - Canada)
P.O. Box 2302 - Walkerville Stn.
Windsor, ON

THE FOLLOWING GENERALLY OUTLINES THE PROCESS TO BE UTILIZED IN
DESIGNATING GENERAL HELP EMPLOYEES PURSUANT TO CLAUSE 13 A(I)(IV)

It is the intent of the parties to provide an opportunity for senior General Help employees within the Bottling Department to be eligible for interdepartment assignments.

A notice will be posted in the Bottling Department during January 1999 and as required thereafter, advising Bottling Department General Help employees of classified jobs outside of the Bottling Department requiring qualified employees for interdepartment temporary assignments. The initial notice will include, as a minimum, the following classifications and numbers:

Grain Control Operator -	Post <u>1</u>
Drain & Fill Utility Operator -	Post <u>1</u>
Blending Process Operator -	Post <u>1</u>
Distribution Utility Operator -	Post <u>1</u>
Maturing Barrel Inspector Stacker -	Post <u>1</u>
Material Handling Utility Operator -	Post <u>2</u>
Grounds Tractor Operator -	Post <u>1</u>
Bottling Maintenance Storekeeper -	Post <u>1</u>
Material Handling Receiver -	Post <u>1</u>

Thereafter, the job classifications selected as well as the number of qualified "Designated" General Help employees required will be determined by the Company.

A Bottling General Help employee electing to place his/her name adjacent to any of the above referenced classifications is indicating that he/she is already qualified in the classification or wishes to be trained in that classification and once qualified is committed to being interdepartmentally assigned to the classification as required.

Selections will be awarded on the basis of seniority and the successful applicant(s) once qualified will be referred to as the senior "Designated" General Help employee(s).

Designated employees not already qualified will be trained. If within 30 calendar days from commencing training an employee fails to perform in accordance with the Employer's requirements, he/she shall be removed from the designated list.

Training will be scheduled as soon as practicable following the closing of the notice.

Eligible employees can only be designated in one classification.

A Designated General Help Employee will maintain the rate of the classification for which he is a "Designate".

Designated employees must take the assignment.

An employee removing him/herself from the designated list for any reason will be precluded from returning to any designated list for a period of one year unless otherwise mutually agreed upon.

Employees who successfully bid out of the Bottling General Help classification will be removed from the designated list.

Manufacturing Division employees while covered under Clause 14 (b)(ii) are not eligible to be on a designated list.

A separate Roster will be maintained for non-designated employees who are qualified in the required classification and are committed to being assigned to such classification when the designee(s) is not available.

The above represents a framework aimed at balancing the requirements of the company to realize a significant return for its training initiatives along with the unions desire to provide senior bottling general help employees an opportunity to be considered for interdepartmental assignments. To this extent the parties agree to meet as required to address and mutually resolve any procedural problems which may arise during the life of the agreement.

Yours very truly
HIRAM WALKER & SONS LIMITED

B.E. Ruel
Director, Industrial Relations

LETTER OF INTENT
NO. 9
June 10, 1998

Local 2027, National Automobile,
Aerospace, Transportation &
General Workers Union of Canada
(C.A.W. - Canada)
P.O. Box 2302 - Walkerville Stn.
Windsor, ON

During negotiations it was discussed in length the issue of amalgamation/merging of classifications/departments. The Union clearly stated its position of opposition of any amalgamation/merging of job classifications for any reason.

The Company's position was that it would only amalgamate/merge classifications for "proper business reasons."

In order to continue with these negotiations, both the Union and Company removed their proposals on amalgamation/merger of classifications.

Yours very truly
HIRAM WALKER & SONS LIMITED

B.E. Ruel
Director, Industrial Relations

Reaffirmed: September 6, 2001

B.E. Ruel
Director, Industrial Relations

Signed this **16th** day of **November, 2001**

FOR THE COMPANY

HIRAM WALKER & SONS LIMITED

PAUL HOLUB
Vice President, Human Resources

DAN DEMARCO
Vice President, Director of Operations

B. E. RUEL
Director, Industrial Relations

DENNIS MARTIN
Industrial Relations Administrator

RITA SEGUIN
Director, Human Resources

KRISTA CHISHOLM
Safety & Disability Manager

FOR THE UNION
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL
WORKERS UNION OF CANADA (CAW - CANADA), AND ITS LOCAL 2027

NEIL NOBLE
President

DARRYL Mc LEAN
Vice-President

MARY-ANN ROBINSON
Executive Board Member

STEVE TAYLOR
Executive Board Member

RAY LESPERANCE
Executive Board Member

MARK Mc KALE
Executive Board Member

MARK LEBERT
Executive Board Member

MIKE MADDEN
Executive Board Member

BILL HAWKEN
Executive Board Member

KEN MAHEUX
National Representative

PENSION PLAN INFORMATION

Amendments to the Hourly-Rated Pension Plan for C.A.W. Local 2027 agreed to on September 6th , 2001 shall become effective January 01, 2002.

For information purposes only, amendments include in part:

The Plan **will** cover the **three year** period as stipulated below with certain benefits effective as indicated during such period.

	1/1/02	1/1/03	1/1/04
Basic Benefit:			
Production Employees	\$52.00	\$54.00	\$56.00
Trades Employees	\$54.00	\$56.00	\$58.00
Supplemental Benefit	\$19.00	\$19.00	\$19.00
*Total Monthly Allowance			
Production Employees	\$2580.00	\$2660.00	\$2740.00
Trades Employees	\$2740.00	\$2780.00	\$2820.00

* For Early Retirement of a member who has completed 30 or more years of credited service and includes a Special Early Retirement Allowance, Basic Benefit, Supplemental Benefit and any Statutory Benefit. The Special Early Retirement Allowance ends at age 60 and unreduced Basic and Supplemental Benefits are reinstated.