


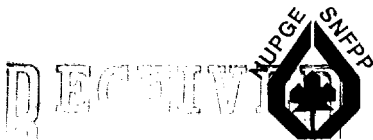
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COLLECTIVE AGREEMENT	97	03	16
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Between		No. OF EMPLOYEES	500
		NOMBRE D'EMPLOYÉS	CB.

MOLSON

MOLSON BREWERIES
Toronto, Ontario

-and-

CANADIAN UNION OF BREWERY
AND GENERAL WORKERS - 325
COMPONENT OF N.U.P.G.E



April 1, 1997 - December 31, 1999

00668 (05)



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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS 13th DAY OF *November*, 1997.

BETWEEN:

CANADIAN UNION OF BREWERY AND
GENERAL WORKERS - 325,
COMPONENT OF N.U.P.G.E.
Toronto, Ontario, (hereinafter called the "Union")

OF THE FIRST PART

-and-

MOLSON BREWERIES, Toronto, Ontario (hereinafter called
the "Company")

OF THE SECOND PART

WITNESSETH:

In consideration of the mutual terms and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

SECTION 1 -SCOPE OF THE BARGAINING UNIT

- 1.01 The Union shall be the exclusive collective bargaining representative of all employees of the bargaining unit which consists of all employees of the Company except -
- (a) foremen and persons above the rank of foreman;
 - (b) office staff;
 - (c) operating engineers performing shift and maintenance duties, and who constitute a separate bargaining unit represented by the International Union of Operating Engineers, Local No. 796, provided that if any shift engineer is regularly assigned to that kind of maintenance work which is regularly performed by members of the bargaining unit for more than five days per month, he shall be required to be a member of the Union as provided in Section 2, but wherever possible only one such operating engineer will be so assigned.
 - (d) guards;
 - (e) employees covered by a subsisting agreement between Molson Breweries and Brewery, Malt and Soft Drink Workers, Local 304 or successors thereof.
- 1.02 The Company will supply to the Union a list of the supervisory personnel who are classified as supervisor whose duties are mainly supervisory but who may occasionally relieve an employee in the bargaining unit for

a short period or work in emergency situations, or to train or demonstrate.

- 1.03 Wherever the masculine is used in this Agreement, it shall be considered as if the feminine has been used where the context so requires.

SECTION 2 - UNION SHOP

- 2.01 Each member of the bargaining unit shall be a member in good standing of the Brewery Workers Component No. 325.
- 2.02 The Union agrees that any employee engaged by the Company to work in the bargaining unit who is satisfactory to the Company will be allowed to make application for membership in the said union on payment of the regular initiation fees and monthly dues, and will not be denied membership without just cause.
- 2.03 Whenever an employee is suspended or expelled, the Union will give the Company, in writing, the reason for such action.

SECTION 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency.

- (b) Hire, discharge, transfer, promote, demote or discipline employees provided that the claim that an employee has been discharged, transferred, demoted or disciplined without just cause may be dealt with as hereinafter provided.

3.02 It is understood that in exercising these functions the Company must conform to all other clauses of this Agreement. When an employee is disciplined or discharged the appropriate Steward and the Union Secretary will be given in writing reasons for such action.

SECTION 4 - CHECK-OFF

4.01 The Company agrees to provide for the convenience of its employees a voluntary revocable check-off arrangement which will permit the employees to have their regular dues and assessments deducted from their pay. The Company shall forward the amount so deducted to the Treasurer of the Union no later than the tenth day of the month following the date on which the dues and assessment deductions have been made, together with a list of the employees, giving particulars of those who have been terminated or who have been laid off since the previous list was forwarded.

In the event that any such deductions are not made for reasons of sickness, vacations, leave of absence, etc., they should be made upon written request of the Union from the first pay of the next following month in which wages are owing to such employees,

SECTION 5 - HIRING PRACTICE

- 5.01 In the event that the Company engages *new* employees, *it* is agreed that these new employees will be required to sign a dues authorization card at the time of hiring.

The Company shall promptly notify the Department Steward and the Union Secretary when a new employee is engaged for that Department.

SECTION 6 - UNION ACTIVITIES

- 6.01 No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee or other work for the Union, provided, however, that permission from the employer is obtained if such activities occur during working hours and interfere with the employee's normal duties on behalf of the Company. It is agreed that such permission, if requested, will not be unreasonably withheld in any instance.
- 6.02 The Company agrees to grant leave of absence for a period of not more than 12 months, or for the balance of the duration of this Agreement, whichever is the longer, to any employee who has been elected or appointed as an Official of the Canadian Union or of the Component, if such duties require him to have leave of absence from his Company duties on a full time basis.
- 6.03 Employees on such leave of absence will be continued as active members of the pension and welfare plan upon

payment of the total contributions whether from the Union or from the employee concerned. During such periods of leave of absence the employee's seniority shall continue to accumulate as if he were employed at his regular post by the Company.

- 6.04 Upon written application of the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay, not to exceed three normal working days in any one calendar year, to two Union executives, elected Stewards, Alternate Stewards as defined in the Grievance Procedure Section. Such educational leave shall be so arranged between the Company and the Union so as to minimize disruption of the Company's operations.

An application for leave form will be submitted to the Company at least fourteen (14) calendar days in advance of the date for which leave is requested. The Company shall respond to the request within seven (7) calendar days after receipt of the form.

SECTION 7 -INJURY OR ILLNESS

- 7.01 Sickness or disability resulting from an accident shall not be sufficient cause for discharge. Upon recovery the employee shall receive his former position or some other suitable job in his department if held by an employee with less seniority, if the recovered employee is capable of performing the job in a satisfactory manner.

SECTION 8 - DEFINITION OF SENIORITY

6.01 A seniority list for each of the following departments of the Company shall be established and seniority shall be based upon the total length of service with the Company as outlined in the succeeding clauses, and provided further that this shall not affect the present seniority status of any member of the bargaining unit.

8.02 EMPLOYEE DEFINITIONS

A. Probationary Employee

A probationary employee is one who has been hired with a view to his becoming a regular employee.

B. Temporary Employee

A temporary employee is one who has been hired for seasonal periods, vacation and illness relief, short term temporary requirements, emergency situations, or to work in the Retail Store.

C. Regular Employee

A regular employee is one who:

- (i) has actually worked for a period in excess of one hundred and thirty-two (132) working days in a twelve month period as a temporary employee, or

- (ii) has actually worked in excess of ninety (90) working days as probationary employee, or
- (iii) having been reclassified from temporary to probationary status, has actually worked in excess of a total of ninety (90) working days from the commencement of his last employment with the Company.

8.03 SENIORITY STATUS

A. Probationary Employee

A probationary employee shall be placed on the seniority list of the department in which he completed the probationary period and his seniority date shall be determined by selecting a date 90 working days earlier than his 90th working day, provided that such date shall not be earlier than his actual date of hire.

B. Temporary Employee

A temporary employee shall be placed on the seniority list of the department in which he completed the temporary period and his seniority date shall be determined by selecting a date six calendar months earlier than his 132nd working day, provided that such date shall not be earlier than his actual date of hire.

- 8.04 Insurance and Welfare entitlements will commence upon attainment of regular employee status

- 8.05 If a probationary or temporary employee is injured or suffers an industrial illness which entitles him to Workers' Compensation coverage, the time periods referred to in 8.02 above shall be increased by the number of days for which he was covered by Compensation, provided however that he shall not be given a seniority date earlier than his actual hiring date.
- 8.08 Seniority lists shall be revised and posted in each department every six months, and copies shall be supplied to Union Officers.
- 8.07 The departments shall be as follow
- (a) Brewing Department, which includes Brewhouse, Fermenting, and Cellars.
 - (b) Bottleshop Department, which includes bottling and palletizers.
 - (c) Maintenance Department
 - (d) Shipping Department which includes Warehouse and Kegging, including the handling and storing of goods or empties in outside storage locations where the handling and services of such goods or empties is not supplied by me owner or operator of me storage premises.
 - (e) Retail Store Department.

SECTION 9 -TERMINATION OF SENIORITY

- 9.01 Seniority shall cease and employment shall be terminated for any of the following reasons:
- (a) If an employee quits;
 - (b) If an employee is absent from work for three (3) consecutive days without having notified the Company in advance, where that is possible and received permission to be absent. Such permission shall not be unreasonably withheld.
 - (c) If an employee has been laid off and fails to report for work within 7 days after written notice to report to work has been sent by registered mail to his last address registered with the Company; provided that when an employee is recalled to work and does not report within 48 hours, the Company may recall the next employee in line, but he is subject to being displaced if the first employee recalled does report within 7 days:
 - (d) If an employee has been discharged for just cause;
 - (e) In case of layoff for a period of 24 months, unless this period has been extended because the employee was granted leave of absence for sickness or other reasons.

SECTION 10 -APPLICATION OF SENIORITY TO REDUCTION
OF FORCE IN A DEPARTMENT AND RECALLS

10.01 Whenever it is necessary to reduce the working staff in any department, the reduction shall be accomplished as follows:

10.02 The Company shall first lay off temporary or probationary employees, plant wide, if any, with the exception that temporary and probationary tradesmen, if any, whose skills continue to be required shall be retained.

Temporaries or probationers who are laid off in a department shall not have any right to displace temporaries or probationers or other employees in other departments.

10.03 If further reduction is necessary, the most junior employees shall be laid off in order of departmental seniority.

If it becomes necessary to layoff employees with five (5) or more years of seniority, for an anticipated duration of one month or more, then such employees will be permitted, if qualified, to displace more junior employees in other departments.

10.04 An employee on a seniority list in a department who, to avoid layoff is transferred to a temporarily vacant position in another department, shall after 5 working days in the new department be subject to bumping by an employee of his regular department who has higher seniority and subsequently is laid off. Conversely, an employee who is

on lay-off and is recalled to a temporarily vacant position in another department shall, after 5 working days in the new department be subject to bumping by an employee of his regular department who has higher seniority and has subsequently been laid off.

- 10.05 One Shop Steward designated by the Union in each department except in the Bottle Shop where there shall be two Shop Stewards, and the Plant Chairman shall be exempt from any lay-off so long as there is work in their respective departments which they can perform satisfactorily.
- 10.06 When it is necessary to shut down a machine for the purpose of overhaul, any available work in the department will be given to the most senior men displaced by such temporary reduction of operations if they are capable and willing to accept such assignment.
- 10.07 In all cases employees who are transferred to a different job as a result of the application of these seniority rules must be able to perform the job satisfactorily, and must accept the rate of the job to which they are assigned.
- 10.08 When the working force of a department is increased following a lay-off, the employees will be recalled to their former jobs in their departments from transfer or lay-off in order of seniority.
- 10.09 The Guaranteed Wage Plan, which is a supplement to this Agreement, is intended to provide assistance for those eligible employees who have one or more years of seniority who are laid off as a result of the application of

above clauses, and is not to be construed as authorization to alter existing practices.

SECTION 11 - TRANSFER OF SENIORITY

- 11.01 When an employee is transferred from one department to another as a result of his selection for a posted job, he may return to his original department without loss of seniority (and displace a more junior employee if necessary) if his transfer is cancelled before he has worked 90 working days in his new department or if he is laid off from his new department before he has worked there for 90 working days, but for the purpose of determining his ranking for lay-off purposes in his new department his seniority shall be deemed to have been transferred at the time of his actual transfer.
- 11.02 When an employee is transferred from one department to another for any other reason his seniority position shall remain in the department from which he was transferred for a period of 132 working days. If the transfer remains in effect for a period of 132 working days in a particular department, his seniority shall then be transferred to that department permanently, and he shall have no claim in any other department where he may have worked.
- 11.03 An employee who has been on a seniority list in any department and is promoted to a position not covered by this Agreement and later demoted, shall after 132 working days in any 12 month period in the department to which he has been assigned, be given seniority equivalent to his total service with the Company except if the demotion

occurs before he has worked for 132 working days outside of the Bargaining Unit he may return to his original department and regain his total seniority without delay. This kind of demotion shall not take place during periods when seniority employees are laid off.

An employee who has never appeared on a seniority list in any department covered by this Agreement shall, if transferred into any such department, retain credit for his total service with the Company for the purpose of vacation and benefit entitlement and pension but such service shall not be counted towards seniority.

- 11.04 An employee who has been on a seniority list in any department as of January 1, 1985, and is promoted to a position not covered by this Agreement and later demoted, shall, after 132 working days in any 12 month period in the department to which he has been assigned be given seniority equivalent to his total service with the Company in the Bargaining Unit except if the demotion occurs before he has worked for 132 working days outside of the Bargaining Unit he may return to his original department and regain his total seniority without delay.

SECTION 12 -UNEMPLOYMENT INSURANCE FORMS

- 12.01 An employee on being laid off shall receive such documents as required by the Unemployment Insurance Commission to enable him to make a claim for benefits or to accept a temporary job elsewhere during the lay-off. In either case, a regular employee shall retain all his rights and privileges under this Agreement, provided that he

reports for work within seven days after written notification to report for work has been sent to his last address registered with the Company.

**SECTION 13 - APPLICATION OF SENIORITY TO PROMOTIONS
OR VACANT POSITIONS**

13.01 **Departmental**

When a more desirable or higher rated job becomes vacant or a new job is established within a Department, it shall be filled where possible from within the Department on the basis of qualifications, with preference to employees having the greatest seniority according to the Department Seniority List.

- 13.02 If there are no suitable persons within a department so that a vacancy is not filled; or as a result of a transfer or transfers as outlined in 13.01 there is a resultant vacancy; or there is need for additional employees, they will be obtained by first resorting to the lay-off list of that department. In the event that no person with sufficient qualifications can be selected from that list for the vacancy or position or if there are no employees on the departmental lay-off list then the following procedure will be effected.

13.03 **Waived**

The vacancy or position will be posted throughout the bargaining unit for a period of five working days, and a copy of the posting shall be given to the Union Secretary

and the Steward of the department where the vacancy or open position exists. The names of the applicants will be supplied to the Secretary and the Steward following the posting.

- 13.04 When considering which applicant shall be given a job which has been posted, the qualifications of the applicant shall be given primary consideration but if there is any choice to be made between two or more applicants having sufficient qualifications, the most senior applicant shall be given the position, but exceptions may be made in favour of an applicant who needs a transfer because of his health or physical condition. Employees in the bargaining unit having sufficient qualifications shall receive the job in preference to persons outside the bargaining unit.
- 13.05 The Company may fill any position temporarily, either before or after posting, but shall not be obligated to try out all applicants, nor is the Company obligated to fill all vacancies by promotions or transfer from within the bargaining unit. For the purpose of this sub-section temporarily shall mean not more than 30 working days.
- 13.06 No posting shall be required for a vacancy resulting from vacations or illness. No posting shall be required for any vacancy or job which the Company announces is not expected to last for more than 15 working days, then it shall be posted as provided above.
- 13.07 Notwithstanding the above, the following jobs, Retail Store employee, employee's Lunchroom Attendant, Janitor and Lunchroom Attendant - Utility Man will not be considered departmental jobs and vacancies in them will be posted

through the bargaining unit for a period of five (5) working days.

- 13.08 Regular employees who are on vacation for the total period during which a job is posted under 13.03 above, shall have two (2) calendar weeks after the expiry date of the posting in which to apply.

SECTION 14 - PLANT HOLIDAYS

- 14.01 The Company will observe the following Plant Holidays as outlined below:-

	<u>1997</u>	<u>1998</u>	<u>1999</u>
New Year Day	Wed., Jan. 1	Thurs., Jan. 1	Fri. Jan. 1
January 2nd	Thurs., Jan. 2	Fri., Jan. 2	Mon., Jan. 4
Good Friday	Fri., Mar. 28	Fri., Apr. 10	Fri., Apr. 2
Easter Monday	Mon., Mar. 31	Mon., Apr. 13	Mon., Apr. 5
Victoria Day	Mon., May 19	Mon., May 18	Mon., May 24
Canada Day	Mon., June 30	Mon., June 29	Fri., July 2
civic Holiday	Mon., Aug. 4	Mon., Aug. 3	Mon., Aug. 2
Labour Day	Mon., Sept. 1	Mon., Sept. 7	Mon., Sept. 6
Thanksgiving Day	Mon., Oct. 13	Mon., Oct. 12	Mon., Oct. 11
Christmas Day	Thurs., Dec. 25	Fri., Dec. 25	Fri., Dec. 24
Boxing Day	Fri., Dec. 26	Mon., Dec. 28	Mon., Dec. 27
			Fri., Dec. 31
			Mon., Jan. 3. 2000

And one additional day per year if declared by the Provincial Government.

- 14.02 Employees on the seniority lists and probationary employee who have completed 30 days of work for the Company since their most recent date of hire, will receive 8 hours straight time pay for each of such

holidays without being required to work on such days provided that:

- (a) the employee has worked at least 5 days during the 20 working days immediately preceding the day on which such holiday is observed, and
- (b) the employee has not been absent without permission on the last work day scheduled for him immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately after the day on which the said holiday is observed.

14.03 In a calendar week in which one or more plant holidays is observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays.

14.04 When an employee is required to work any hours on any of the plant holidays referred to in 14.01, he shall receive double time for the hours worked in addition to pay for the holiday, and if called in to work on such a day he shall be provided-at least 4 hours of work or pay at the double time rate.

When an employee is required to work on a plant holiday and he works 40 other hours (consisting of the total of his regular scheduled hours and any premium, but not overtime, hours worked) in that week. he shall instead be paid double time and one-half for all hours worked on the date of the holiday.

Any work performed in excess of eight (8) hours on any one plant holiday will be paid triple time and one-half.

In a week in which one or more Statutory Holidays occur, the work week will be reduced by eight (8) hours per Statutory Holiday for the purpose of the above overtime payment.

Any hours paid for at double time and one-half (2-1/2) or triple time and one-half (3-1/2) shall not be any of the regularly scheduled forty (40) hours per week.

In no case will overtime or premium compensation be duplicated or pyramided.

- 14.05 When any of the Plant Holidays listed in Article 14.01 are observed during an employee's vacation, he shall receive one day's pay for each of such holidays in addition to his regular vacation payment unless by mutual agreement between the employee and the Company the employee is given another day off with pay in lieu of such holiday. Such lieu day shall be scheduled by mutual agreement between the employee and the Company.

SECTION 15 -VACATION PLAN

15.01 Vacation Leave

An employee continuously absent from work for a period in excess of 104 weeks shall not be entitled to any

vacation entitlement thereafter until further entitlement is earned by resumption of active service.

15.02 Near the conclusion of the vacation year, an employee with unused vacation entitlement who is then in receipt of Weekly Indemnity or Long Term Disability benefits and who has not been continuously absent from work in excess of 104 weeks shall:

1. cease to receive such benefits and be placed on vacation leave until his unused vacation entitlement is exhausted; and,
2. resume receipt of disability benefits, if still qualified, once his vacation credits are exhausted;

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

15.03 As of May 1 in each calendar year vacation leave will be established for regular employees according to the following scale:

- (a) regular employees who have achieved seniority as of May 1st - 1 week.
- (b) regular employees who have one year or more of seniority as of May 1st - 2 weeks.

- (c) regular employees who have 3 or more years of seniority as of May 1st - 3 weeks.
- (d) regular employees who have 6 or more years of seniority as of May 1st - 4 weeks.
- (e) regular employees who have 15 or more years of seniority as of May 1st - 5 weeks.
- (f) regular employees who have 20 or more years of seniority as of May 1st - 6 weeks.
- (g) regular employees who have 25 or more years of seniority as of May 1st - 7 weeks.

The initial establishment of the fourth, fifth, sixth and seventh week of vacation will be made with reference to the employee's seniority anniversary date as though established as of May 1st.

15.04 Vacation Time

Summer vacation shall be limited to two consecutive weeks which shall be scheduled in the fourteen week period commencing on the second Monday in June. Additional vacation leave shall be scheduled during the slack periods outside the regular summer vacation period.

Vacations are to be granted by seniority and within occupational groups where applicable.

All vacation leaves must be taken within 12 months after they have been established on any May 1st and except as provided in Section 15.05, an employee is not to remain at work during a vacation leave.

15.05 Vacation Pay

For each week of vacation leave an employee shall receive forty (40) hours' pay at his current hourly wage rate, except that with respect to the first two weeks of vacation taken after May 1st in any year payment shall be at the rate of 4% of earnings during the 12 month period preceding May 1st if the employee has lost fifty days or more in the said 12 month period because of lay-off or other absence not due to illness or accident.

An employee who is to be paid on a percentage basis for his first two weeks of vacation may elect to remain at work and receive the 4% payment without taking any time off. Payment to be made when requested by the employee during the summer vacation.

15.06 Vacation Bonus

In addition to the normal vacation pay provided by Section 15:05, a vacation bonus for certain employees will be established on May 1st of each year when vacation leaves are established, assuming that all such vacation leaves will be paid for on the basis of wage rates then in effect.

The bonus will be paid in a lump sum on the pay day prior to July 1st in each year except that any employees

who take vacation subsequent to May 1st and prior to July 1st may request their vacation bonus upon one week of advance notice.

As of May 1st of each year employees who have three years or more seniority will be paid a vacation bonus of 20% of their normal vacation payment.

SECTION 16 - VACATION PAYMENT ON TERMINATION

16.01 All terminations shall be handled on the following basis:

- (a) Employees who had received their vacations earned as of May 1st prior to termination shall receive a pro rata payment of 2%, 4%, 6%, 8%, 10%, 12% or 14% as applicable of earnings from May 1st to date of termination.
- (b) Employees who had not received their earned vacations as of May 1st prior to termination shall receive their regular vacation pay in addition to a pro rata payment of 2%, 4%, 6%, 8%, 10%, 12% or 14% as applicable of earnings from May 1st.
- (c) Temporary employees shall be entitled only to vacation pay in accordance with provisions of the Employment Standards Act.

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

SECTION 17 -REGULAR HOURS OF EMPLOYMENT AND
OVERTIME CONDITIONS

- 17.01 Watchmen shall be regularly scheduled to work on any five days including Saturdays and Sundays at straight time rates, but such employees shall be regularly scheduled to have two pre-arranged days off per week, and if required to work on such regular days off they shall be paid at the rate of time and one-half for work performed on the first off day and double time for work performed on the second off day.

Watchmen shall also be entitled to receive time and one-half for hours worked in excess of 8 hours per day and double time in excess of 11 hours per day.

- 17.02 Employees in the Shipping, Receiving, Loading, Checking, Maintenance and Brewing Department may be scheduled regularly on a rotating shift basis. They will be scheduled regularly to work five consecutive days or shifts starting the first of such regular days or shifts on either Sunday, Monday or Tuesday.

Hours worked by such employees on Saturday will be paid for at the rate of time and one-half.

If a sixth consecutive day is worked counting from the first of his regularly scheduled days, that day will be paid at the rate of time and one-half; and if a seventh consecutive day is worked counting from the first of his regularly scheduled days, that day will be paid for at the rate of double time; but no day shall be considered a sixth or seventh consecutive day if it is also one of the regularly scheduled days in the next following tour of duty in the following calendar week.

The Company will endeavour to give twenty-four (24) hours notice to employees who are required for overtime assignments planned for the 6th and/or 7th consecutive work day.

The Company retains its unqualified right to assign overtime work without notice where required operationally.

Work performed on Sunday will be paid for at double time rate except where an employee works 40 other hours (consisting of the total of his regular scheduled hours and any premium, but not overtime, hours worked) in that week, he shall instead be paid double time and one-half for work performed on Sunday. Double time and one-half shall be paid for any work performed in excess of 6 hours on any one Sunday.

Any hours paid for at double time and one-half (2-1/2) shall not be any of the regularly scheduled forty (40) hours per week.

In a week in which one or more Statutory Holidays occur, the work week will be reduced by eight (6) hours per Statutory Holiday for the purpose of the above overtime payment.

In no case will overtime or premium compensation be duplicated or pyramided.

Employees so scheduled will also be paid at the rate of time and one-half for any work performed in excess of 8

hours on any one shift and double time in excess of 11 hours.

17.03 Retail Store employees shall be entitled to the rate of time and one half for hours worked:

- in excess of 8 hours per day, or
- (b) in excess of 40 hours per week, or
- (c) on a Saturday, or
- (d) on the sixth consecutive day.

Double time will be paid for hours worked:

- (a) in excess of eleven (11) in one day, or
- (b) on a Sunday, or
- (c) on the seventh consecutive day.

If any such employee is paid at a premium or overtime rate for any hour worked under any of the above headings, that hour cannot be counted for claiming premium or overtime on any other basis, but the employee shall be entitled to the largest premium or overtime allowance that can be claimed under any one of the above headings.

The Company will continue its present practice with respect to a rotating day off in its Retail Store.

Notwithstanding any other provisions of this collective agreement, all overtime hours worked by any employee in the Retail Store operation on a Sunday will be paid at the rate of double time.

- 17.04 All other employees will be scheduled to work on regular shifts Mondays through Fridays at straight time.

Such employees are entitled to be paid at the rate of time and one-half for hours worked.

- (a) in excess of 8 hours on any one shift, or
- (b) for any hours worked on Saturdays;
- (c) if any such employees are scheduled to work in excess of 11 hours per day or on any hours on Sunday from midnight to midnight they shall be entitled to be paid at the rate of double time.
- (d) Work performed on Sunday will be paid for at double time rate except where an employee works 40 other hours (consisting of the total of his regular scheduled hours and any premium, but not overtime, hours worked) in that week, he shall instead be paid double time and one-half for work performed on Sunday. Double time and one-half shall also be paid for any work performed in excess of 8 hours on any one Sunday.

Any hours paid for at double time and one-half (2-1/2) shall not be any of the regularly scheduled forty (40) hours per week.

In a week in which one or more Statutory Holidays occur, the work week will be reduced by eight (8) hours per Statutory Holiday for the purpose of the above overtime payment.

An employee will not be paid at the rate of double time and at the rate of time and one-half for the same hour worked.

- 17.05 It is understood and agreed that, with the exception of watchmen covered by Section 17.01, all other employees who commence a regular shift on Friday afternoon will be paid for hours worked at the rate of
- (a) straight time until 12:00 midnight;
 - (b) time and one-half from 12:01 a.m., Saturday until 11 hours have been worked from commencement of the shift;
 - (c) double time for all hours worked in excess of eleven from the start of the shift
- 17.06 Except in the Retail Store, the regular day shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. Any shift commencing after 9:00 a.m. and up to and including 5:00 p.m. shall be considered the afternoon shift and any shift commencing after 5:00 p.m. and before 6:00 a.m. shall be considered the midnight shift.
- 17.07 The schedule of the hours to be worked each day shall be posted at least one week in advance of the first of such scheduled days, and the scheduling shall provide for at least 15 hours elapsed time between the close of each man's shift and the start of his next shift, except where an employee is scheduled to change from one group of consecutive shifts to another. In this case the said elapsed time may be reduced to 7 hours

17.08 Without changing schedules posted pursuant to the preceding paragraph an employee may be requested to take over a work assignment different from that which was posted for him, provided he is given four (4) working hours notice of such change, and further provided that at least seven (7) hours time will elapse from the end of his posted assignment to that of his new assignment.

If these two conditions are not met the employee shall be paid at the rate of time and one-half for the first eight (8) hours worked by him on the changed work assignment.

17.09 Before effecting any general change in departmental shift schedules, the Company will endeavour to advise the Union in advance of such change

17.10 The Company will endeavour to distribute overtime as equally as possible in the Maintenance Department to regular maintenance department employees by occupational skills group and that such information will be available to employees on request.

Overtime refused or an employee not available is considered overtime worked. The phrase "not available" shall be deemed to include unavailability due to periods of illness, W.C.B. claims, leaves of absence. or vacation but shall not include the unavailability of Union officials due to Union business.

SECTION 18 - REST PERIODS

- 18 01 There shall be two break periods per shift totalling forty-five (45) minutes. One break period will be taken in each half of the shift. Break periods in all departments will be scheduled subject to operational requirements.
- 18.02 If any employee is scheduled to work at least 2 hours of overtime In addition to his regular shift he shall be allowed a further 15-minute rest period before starting the overtime period, and an additional 15-minute rest period for each two hours of overtime thereafter provided the additional overtime is at least one hour or more in duration.

SECTION 19 - REPORTING ALLOWANCE

- 19.01 When an employee reports for work at the customary time scheduled for him without being notified to the contrary and is assigned less than 4 hours of work he shall be paid at least 4 hours at straight time rate.
- 19.02 It is understood that an employee may be assigned under such circumstances to work other than his regular assignment,
- 19.03 When an employee is called in for breakdown or emergency work after leaving the plant following his regular shift and before returning to work for his regular shift and is assigned less than four hours of extra work outside of his regular shift hours, he shall be paid for at least four hours at the appropriate overtime rate in addition to payment at straight time for any hours worked by him

during his regular shift hours; except that if so called in within one hour before his regular starting time he shall be paid only for such extra time worked at the appropriate overtime rate and at straight time for regular shift hours worked.

SECTION 20 - MEAL ALLOWANCE

- 20.01 Employees who are required to work as much as 3 hours overtime continuous with their regular shift shall be granted a meal allowance of at least \$3.00.

SECTION 21 - PAY DAY

- 21.01 A regular weekly pay day shall be established by the Company, and the employees shall receive their pay during the regular working hours of their shift,
- 21.02 The Company may pay by cheque or by cash, but in either case employees shall receive a statement specifying the number of hours covered by the payment received, with particulars of deductions, and extras, if any.

SECTION 22 - RATES FOR TRANSFERRED EMPLOYEES

- 22.01 Employees who are transferred pursuant to the seniority provisions in order to avoid laying them off shall immediately take the rate for the job to which they are assigned.

- 22 02 Employees who are temporarily transferred to a vacant job for the convenience of the Company shall continue to receive their usual rate
- 22.03 Employees who are temporarily transferred to a higher rated job for the convenience of the Company shall receive the higher rate for all hours worked on the job.
- 22.04 Employees who regularly work on jobs having two rates, if they work for 20 hours per week or more on the higher rated job they shall be paid at the higher rate for all of that week.

SECTION 23 - PROTECTIVE CLOTHING

- 23.01 Rubber boots, aprons and protective clothing shall be furnished to all men when and where necessary. A maximum of two sets of work clothing and 2 'T' shirts per year shall be issued without charge to all regular employees.
- 23.02 All regular employees not issued rubber boots as their regular footwear, will be provided at Company expense, with safety shoes/boots, to a maximum of \$110.00 per year.
- 23.03 Employees who are not already provided with coveralls as part of their normal clothing issue and who are assigned to a complete regular annual - line overhaul(s) will be provided with 1 pair of coveralls or uniform. Such coveralls and uniforms shall be returned to the Company at the completion of the overhaul(s)

SECTION 24 -GRIEVANCE PROCEDURE

24.01 The Company acknowledges the right of the Union to select a reasonable number of Shop Stewards to assist employees in presenting complaints or grievances to the Company. There shall be one Shop Steward recognized in each of the following departments: Brew House and Maintenance.

Two Shop Stewards shall be recognized in the Bottle Shop, one of whom shall normally work in the Shipping and Receiving Section. There shall be at least one additional alternate Steward in each of the said departments. The alternate Steward shall act in the absence of the regular Steward with respect to any grievance arising in his department.

24.02 The Union shall appoint a Shop Committee of not more than four employees from the Bargaining Unit or three employees from the Bargaining Unit plus one Executive member of the Union.

24.03 For the purpose of the grievance procedure, department heads in the various departments shall be as follows:

- (a) In the Brewing Department, the Head Brewer or in his absence his appointee;
- (b) for production employees in the Bottling Department, the Packaging Manager or in his absence his appointee; for non-production employees the

Warehouse Manager of the Shipping and Receiving sections or in his absence the supervisor in charge;

- (c) in the Maintenance Department, the Engineering Manager or in his absence his appointee,
- (d) in the Retail Store -the Supervisor, or in his/her absence, his/her appointee

24.04 The procedure for handling complaints for grievances of employees shall be as follows:

An employee who has a complaint or question shall ordinarily discuss the matter with his supervisor, but if this does not satisfy him, or if for any reason his complaint is of such a nature that he prefers to refer it to his Steward first he may do so

24.05 Step No 1

If a complaint or grievance is referred by an employee to his Steward and the Steward considers that there may be a reasonable basis for the complaint or grievance. he shall present the matter to the supervisor of the employee involved, within five (5) working days from the time such grievance arose or became apparent, and shall endeavour to arrange a satisfactory settlement.

A grievance presented after the aforementioned time limit shall not be arbitrable. If such settlement cannot be arranged, the Steward shall then state the grievance in writing, in duplicate, and give the supervisor 48 hours to

provide a written answer. if this answer is not satisfactory, the next step of the procedure may be invoked.

24.06 Step No. 2

Two copies of the written grievance shall be forwarded to the Department Head by the supervisor at the request of the Steward. The Department Head will within five working days after receipt of the grievance confer with the Steward and such others as are necessary which may include the aggrieved employee, and attempt to arrange a settlement. If a settlement cannot be arranged within five working days, the Department Head shall state his disposition of the matter in writing, and the grievance shall be referred back to the Shop Committee as a whole for further consideration.

If the Shop Committee as a whole is not satisfied with the decision of the Department Head, Step No. 3 may be invoked.

24.07 Step No. 3

The Personnel Manager shall (within 5 working days unless mutually agreed to a further time extension) confer with the Shop Committee and one or two additional representatives of the Union's choice may be present if requested by either the Personnel Manager or the Shop Committee. If the matter is settled the settlement shall be stated in writing and signed by the Personnel Manager and the Shop Committee. If it is not settled within two working days Step No. 4 may be invoked.

24.08 Note: With respect to grievances involving discharge, the grievance shall be put in writing by the Steward and Steps Nos. 1 and 2 shall be omitted, and the grievance shall be dealt with by starting with Step No 3 herein.

24.09 Step No. 4

The grievance may be referred to arbitration upon the written request of either the Company or the Shop Committee. In such case, the referral must be made within sixty (60) calendar days of the third step reply.

24.10 The issue to be arbitrated shall be the written statement of the grievance and the answers of the various management officials who have previously dealt with the matter.

24.11 It is agreed that any issue to be arbitrated shall be submitted to a single arbitrator that is satisfactory to both parties. In the event agreement to an arbitrator cannot be reached, either party may apply to the Ontario Labour Management Arbitration Commission for a list of five prospective arbitrators to be forwarded to each of the parties. Upon receiving the list, the parties have up to ten working days to accept an arbitrator from the list. If the acceptable person is unable to act and agreement cannot be reached on any of the remaining names on the list, the Registrar of the Commission will name an arbitrator different from those on the list and he will be accepted by both parties.

24.12 The decision of the arbitrator to be final and binding on the parties hereto.

- 24.13 The reasonable cost of such arbitration, including the fees and expenses, stenographic service, etc., of the arbitrator shall be equally shared by both parties to this Agreement.

SECTION 25 - NO-STRIKE CLAUSE

- 25.01 In view of the orderly procedure arranged for the settlement of complaints and grievances it is agreed that there will be no strikes or lock-outs instigated, endorsed or condoned by either party to this Agreement,
- 25.02 It is also agreed that if any dispute arises between the parties to this Agreement concerning the general policy of either the Union or the Company which affects the orderly administration of this Agreement that either party may invoke the grievance procedure and arbitration beginning with a conference at Step No. 3.

SECTION 26 - PROBATIONARY WAGE RATES

- 26.01 The minimum hiring rate will be in accordance with the Schedule set out in Section 27.01,
- 26.02 At the end of 22 working days this rate shall be increased by 5 cents per hour, and at the end of the probationary period the job rate shall be paid.

SECTION 27 - WAGE RATES

27.01 The following minimum wage rates for the respective classification shall be effective from the dates indicated.

<u>Job Classification</u>	<u>Effective Jan. 1/97</u>	<u>Effective Jan. 1/98</u>	<u>Effective Jan. 1/99</u>
Ordinary Bottlers	23.55	24.05	24.55
Machine Operators - Bottling	23.60	24.10	24.60
Bottleshop Shop Lab. Technicians	23.65	24.15	24.65
Lunchroom Attendant, Janitor	23.55	24.05	24.55
Shipping and Receiving	23.60	24.10	24.60
Retail Store Employees	23.57	24.07	24.57
Brewing Department Employees	23.60	24.10	24.60
Maintenance Mechanics "A"	27.64	28.23	28.82
Maintenance Mechanics "B"	25.41	25.91	26.41
Mechanics Helper - Junior	23.55	24.05	24.55
After 1 Year	23.64	24.14	24.64
After 3 Years	24.40	24.90	25.40
Carpenter	27.15	27.65	28.15
Oilers and Battery Changers	24.55	25.05	25.55
Watchmen	23.45	23.95	24.45
Probationary	13.36	13.60	13.84
Temporary	11.56	11.80	12.04
Mechanic "A" - Probationary	20.19	20.58	20.97
Mechanic "A" - Temporary	18.64	19.03	19.42

- 27.02 It is understood that any Maintenance Department employee may be assigned to any type of maintenance work which is required but that in order for an employee to be classified as Maintenance Mechanic "A" he must be qualified to do without supervision, and must regularly be assigned to work requiring the skill and experience of a qualified coppersmith or welder or electrician, machinist or pipe fitter.
- 27.03 In order to be classified as Maintenance Mechanic "B", an employee must be able to do the general mechanical work ordinarily arising in the department, and when he has demonstrated that he has acquired the qualifications specified for Maintenance Mechanic "A" and is employed as such, he will be advanced to that category.
- 27.04 During overhaul periods certain employees may be assigned to work with Maintenance Mechanics to perform jobs requiring Mechanical skills. These employees will be paid the Mechanics Helper -after three years rate.
- 27.05 A Maintenance Mechanic Helper is an employee who assists a Maintenance Mechanic, either "A" or "B". and does general labour work pertaining to the Maintenance Department.

27.06 Shift Premiums

Hourly rates contained in schedules of wages of this Agreement shall be paid for all regular or day shift work. The afternoon shift shall receive a premium of 60 cents per hour. The midnight shift premium payable shall be \$1.00 per hour These premiums constitute separate fixed items

of pay and shall not be included in basic rates for the calculation of overtime or premium payments nor shall they be included in the calculation of pay for legal holidays if not worked

- 27.07 The status of Tradesmen "B" and "Mechanics Helpers of 3 years or more service" will be reviewed by the Company annually. Those qualified for progression to higher status will be promoted. Those not qualified will be given reasons for the decision and they shall have recourse to the grievance procedure if they are not satisfied.
- 27.08 Any maintenance, painting or cleaning work which can be done to the satisfaction of the Company by employees who are laid off will be offered to employees with seniority who are laid off at the rate of wages applicable to "ordinary bottlers and day workers" so long as they do not displace employees from their regular jobs.

27.09 Cost of Living Allowance

A Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from January 1, 1996 to December 31, 1996 the first pay period following publication of the December, 1996 Consumer Price Index, on the basis of 1 cent per hour for each full .3 change in the Consumer Price Index, in the period from January 1, 1996 to December 31, 1999 calculated by subtracting the Consumer Price Index for the month of December, 1995, after adding thereto 7% of the December, 1995 Consumer Price Index from the Consumer Price Index for the month of December, 1996

SECTION 28

- 29.01 The Company shall supply adequate manpower on all operations in all departments at all times, and all employees shall perform a fair day's work.
- 28.02 If an employee is injured on the job or becomes so ill that he cannot complete his shift after reporting for work in good health he will be sent home and paid for the balance of the shift

SECTION 29 - BEREAVEMENT ALLOWANCE

- 29.01 Should a bereavement occur in a regular employee's immediate family (members of his household including same sex partner, parents, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law) he may request a bereavement leave, and he shall be granted such time off with pay as is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be at the discretion of the Company, depending upon the time of the bereavement in relation to his regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days.
- 29.02 Providing prior permission is received, in the event an employee attends the funeral of other in-laws not listed above or of a grandparent or grandchild on a regular scheduled work day, time off with pay shall be granted.

SECTION 30 -WELFARE PLAN

- 30.01 The Company will provide a Welfare Plan for all employees, particulars of which will be provided in a separate booklet.

SECTION 31 - PENSION PLAN

- 31.01 The Company will provide a Pension Plan for employees in the bargaining unit, details of which are the subject of a separate Memorandum of Agreement.

SECTION 32 - NOTICE BOARDS

- 32.01 A notice board shall be supplied by the Company, large enough to accommodate union notices for each Department.
- 32.02 Notices relevant to union activities can be posted if properly signed by authorized union personnel.

SECTION 33 - TOOL ALLOWANCE

- 33.01 The Company agrees to replace any worn or broken tools or to upgrade tools which in its opinion are necessary for use by regular tradesmen in the course of their employment. Effective date of ratification, the tool replacement allowance will provide a maximum of \$365.00

per calendar year Effective January 1, 1998 the tool replacement allowance will be increased to \$380.00 per calendar year. Effective January 1, 1999, this maximum will be increased to \$395.00 per calendar year.

Upon ratification of the second year of their program, Apprentices will receive \$105.00 tool allowance per calendar year. Effective January 1, 1998, this allowance will be increased to \$110.00 per calendar year. Effective January 1, 1999, this allowance will be increased to \$115.00 per calendar year.

SECTION 34 -PICKET LINE

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

SECTION 35 -JURY DUTY

- 35.01 Should an employee be called for Jury Duty or as Crown Subpoenaed Witness, the Company will supplement his jury pay or witness pay to ensure that the employee will receive totally, monies equivalent to eight (8) hours of straight time pay at his regular rate for those days he would actually have been at work during his service as a jurymen or witness

SECTION 36 -DISCIPLINE

- 36.01 In the imposition of discipline, prior disciplinary written warnings or reprimands will not be referred to after twelve (12) months; prior suspensions will not be referred to after thirty (30) months.

SECTION 37 - DUPLICATION OF BENEFITS

- 37.01 An employee shall not receive wages or other allowances such as holiday pay, vacation pay, weekly indemnity, LTD. Workers' Compensation, or other similar benefits from more than one source for the same day or part day.

SECTION 38 - SEPARATION PAY

- 36.01 A regular employee shall be entitled to separation pay as set out in subsection .03 provided he has not been excluded by subsection .02 and provided he meets any of the following eligibility provisions:
- (a) If he is terminated for a reason other than set out in subsection .02;
 - (b) if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided he is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;

- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- (d) if he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section 40.02;

An employee eligible for a separation payment hereunder must apply for it not later than six months after he first becomes eligible therefor, otherwise his right to such payment shall be cancelled.

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

38.02 Notwithstanding subsection .01, an employee shall be excluded from separation pay eligibility if:

- (a) he quits;
- (b) he is terminated for just cause;
- (c) he is terminated under Section 9.01 of this collective agreement;

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

38.03 The amount of the separation payment of an eligible employee shall be equal to'

- (a) one weeks base earnings (computed on the basis of his hourly rate in effect as of time of layoff) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Unit, plus
 - (b) for employees classified as probationary or regular employees prior to March 21, 1986, an additional Three Hundred and Seventy-five Dollars (\$375.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applies for separation pay at the time he first becomes eligible therefor shall have his separation pay under this part (b) calculated as Seven Hundred and Fifty Dollars (\$750.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of the brewery the 15 year maximum is replaced with a 22 year maximum.
- 36.04 The Company shall be authorized to deduct from any separation pay payable to an employee hereunder the amount of any Guaranteed Wage Plan payment made to such employee which the employee was not entitled to receive.
- 38.05 If an employee applies for and accepts a separation payment hereunder, his employment is terminated and his seniority and other rights under the Collective Bargaining Agreement are cancelled.

SECTION 39 -UNEMPLOYMENT INSURANCE
PREMIUM REBATE

- 39 01 The employee's share of any Unemployment Insurance Premium Rebate will be retained by the Company to offset a portion of the cost of the benefit improvements contained in this Agreement.

SECTION 40 -TECHNOLOGICAL CHANGE

- 40.01 In the event that, during this Collective Agreement. the Company plans to introduce a major technological change which it anticipates will directly result in the indefinite layoff of ten (10) or more regular employees, the following shall apply:
- (a) The Company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification, the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (c) herein.
 - (b) The Company will meet and discuss with the Union the redeployment of the affected regular employees in accordance with the provisions of the Collective Agreement and the provisions as set out in the Guaranteed Wage Plan (G.W.P.); and, in so doing, shall designate the employees to be indefinitely laid off

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

40.02 If:

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

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

the following provisions shall apply:

- (i) the employees ultimately designated for indefinite layoff hereunder will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and terminating from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Section 38 hereof. If any of those employees were classified as probationary or regular employees prior to March 21, 1988, their separation payment calculation shall include an additional One Thousand Dollars (\$1,000.);
- (ii) those employees designated for indefinite layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible for participation in the Guaranteed Wage Plan, shall receive the benefits provided for under that Plan. In addition, such employees shall receive an additional eight (9) weeks of benefit entitlement under that Plan, subject to the following conditions:

- (a) an employee may use the additional eight (8) weeks of entitlement only once during his employment, and notwithstanding Section 8 of the Plan, the eight (8) weeks can never be restored;
- (b) the additional eight (8) weeks of entitlement shall be the first weeks used.

SECTION 41 - NON-DISCRIMINATION/NON-HARASSMENT

The Company and the Union agree that there will be no Discrimination or Harassment practised which is contrary to the Ontario Human Rights Code (OHRC).

SECTION 42 - MATERNITY/PATERNITY

Employees will be granted maternity/parental leave in accordance with the Employment Standards Act.

Regular employees on Maternity or Parental Leave will continue to receive coverage for the following benefits: life insurance, accidental death and dismemberment, major medical and dental, in addition to coverage under the terms of the pension plan.

All regular employees who are eligible for Employment Insurance benefits are eligible to receive top up benefits if they have been a regular employee for at least twelve consecutive months to the date of the commencement of the leave.



Amount of Benefit

For the two week EI waiting period, 60% of pre-leave weekly base earnings.

For a maximum of fifteen (15) weeks thereafter, assuming an EI weekly benefit of \$413.00, a top up equivalent to 60% of the employee's regular pre-tax earnings, less any EI benefits received for the period.

Notwithstanding the foregoing, in no case will the Company be required to make up the difference should the level of weekly EI benefits fall below \$413.00. In the event that the level of EI benefits should increase, this shall reduce the supplement to be provided by the Company.

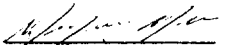
SECTION 43 -TERMINATION CLAUSE

- 43.01 (a) This Agreement shall be in full force and effect from the 10th of March, 1997 to 31st of December, 1997 and shall automatically continue from year to year for periods of one year at a time, unless either party serves notice on the other party not more than ninety (90) days and not less than thirty (30) days prior to an annual expiry date stating that negotiations for amendments are desired.
- (b) When such notice has been given by either party bound by this Agreement, the parties shall meet within fifteen (15) days from the giving of the notice or within such further period as the parties may agree


upon, and they shall bargain in good faith and make every reasonable effort to make a collective agreement.

- (c) A written list of the proposed changes shall be submitted at least thirty (30) days before the expiration date.
- (d) All conditions of this Agreement are to remain in full force and effect until negotiations are completed and/or conciliation proceedings exhausted.

SIGNED ON BEHALF OF
COMPONENT 325 By:


W. Dickstauff

SIGNED ON BEHALF OF
THE COMPANY BY:


Paul Miller

GUARANTEED WAGE PLAN

THIS AGREEMENT MADE THIS 13th DAY OF *November*, 1997.

BETWEEN.

MOLSON BREWERIES
TORONTO, ONTARIO

-and-

CANADIAN UNION OF BREWERY AND GENERAL WORKERS
LOCAL 325
COMPONENT OF N.U.P.G.E.
TORONTO, ONTARIO

WHEREAS the Company has entered into a Collective Agreement with the above named Union covering the Bargaining Unit in Toronto.

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

NOW THEREFORE the Parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 1st day of September, 1997 or on any later date on which approval for continuation has been received from the Federal Government holding that:

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

1. Purpose

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

2. Eligibility for Participation in the Plan

Any regular hourly-rated employee having at least one year of seniority determined as of the September 1st immediately preceding his layoff shall be eligible to participate in this Plan.

Notwithstanding the above, employees not classified as regular employees prior to March 21, 1988 shall not be eligible to participate in this Plan until September 1st of the year following the employee's attainment of three (3) years of seniority.

3 **Exceptions**

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

- (a) Employees who have been laid off for disciplinary reasons and if such lay-off is questioned under the Grievance Procedure of the Collective Agreement final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been laid off because of any strike, lockout, slowdown, picketing or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any of the Unions which were party to the Ontario Industry Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree to change the method of beer distribution or beer retailing within the Province of Ontario

- (d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.
- (e) Employees who are laid off and who have arranged with the Company to take leave of absence without pay for a specific period in lieu of their lay-off. These employees will be deemed to have opted out of the Plan for such period.

4. Disqualification for Benefits

An employee who has been laid off and who would otherwise be eligible for participation in the Plan shall not receive any payments under the Plan for any week:

- (i) In which he has been on layoff and has failed to apply for U.I. benefits, or in which he has been disqualified or disentitled from U.I. benefits by any reason other than serving a two (2) week waiting period.
- (ii) In which he has been on layoff and has failed to keep himself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for U. I. benefits or for reduction of U. I. waiting period.
- (iii) In which he has failed or refused to accept employment deemed suitable for him by the Unemployment Insurance Commission.

- (iv) In which he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause
- (v) In which he is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.
- (vi) After he has become entitled to receive any pension under the Company or Government Pension Plan
- (vii) In respect of which he is qualified for compensation from the Workers Compensation Board for any compensable accident or illness.

5. Definitions

For the purposes of this Plan:

"Wages" shall mean actual earnings for work performed and vacation pay, payment for any leave of absence with pay granted, e.g. jury duty, bereavement pay, payment for Statutory Holidays and call-in pay.

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

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

- (a) All hours worked by the employee for the Company or for any other employer in such week, plus

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

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

6. Benefits Provided for Laid Off Employees

Subject to the terms and conditions of the Plan as herein set out each eligible employee who is laid off from the Bargaining Unit shall receive in addition to any wages earned in the week a benefit from the Plan for each week of layoff calculated by determining the product of items 1, 2 and 3 below and deducting from such product the sum of item 4 below.

- (1) Seventy percent (70%) for eligible employees as hereinabove defined.

- (2) The straight time hourly rate of the employee in effect as of time of layoff.
- (3) The excess of forty (40) over the compensated and available hours of the employee.
- (4) The actual benefit, if any, for which such employee is eligible under the Unemployment Insurance Act for such week.

7. Welfare Benefits During Layoff

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

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

8. Duration of Benefits

The maximum benefit entitlement of an employee at any time shall not exceed that benefit established in accordance with Table 'A. However, the employee's actual benefit

entitlement will be less than the maximum benefit entitlement if he has used any benefits and has not subsequently restored them.

Weeks of benefits are restored based upon the formula of 1/10th of a week for each eight (6) full hours during which the employee earned wages from the Company up to the employee's maximum benefit entitlement set out in Table 'A' below. No credits towards future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefits set out in Table 'A'.

TABLE "A"

<u>Completed years of Seniority Determined as of the September 1st immediately preceding his layoff</u>	<u>Maximum Benefit Entitlement</u>
15 Years or more	78 Weeks of benefits
10 Years or more	65 Weeks of benefits
5 Years or more	52 Weeks of benefits
4 Years or more	45 Weeks of benefits
3 Years or more	35 Weeks of benefits

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

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

9. Deductions

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

10. Applications

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

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

11. Reporting

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

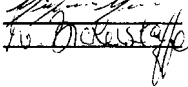
12. Duration of Agreement

This Agreement shall continue until August 31, 2000

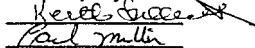
During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than September 1, 2000.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 13th day of November 1997.

Signed on Behalf of
Component 325:


Paul Miller

Signed on Behalf of
the Company:


Kerel Sutter

MEMORANDUM RE: PENSION PLAN BENEFITS

The following Pension Plan benefits will be effective as of January 1, 1997 for all regular employees and for newly hired employees when they attain seniority following that date.

1. Scope and Coverage

This Memorandum covers all seniority employees who are represented in collective bargaining by the Union.

Each participating employee will receive a certificate showing that he has been registered and enrolled under the Plan

The terms, conditions and funding arrangements of said Plan will be revised in such manner and detail as in the sole opinion of the Company are necessary or desirable to effectively and fully implement the understandings herein enumerated.

2. Benefits Accrued up until December 31, 1973

In respect to benefits actually earned and accrued up to and including December 31, 1973 by the employees who were covered by the former Pension Plans introduced July 2, 1937 and August 1, 1962, the latter being amended January 1, 1965, January 1, 1966 July 16, 1966, September 4, 1966 and April 20, 1971, it is understood and agreed that such benefits shall continue to the credit of the individual employee and to be exercisable in accordance with the terms and conditions applicable as of December 31, 1973, unless specifically modified or amended by this document.

3. Eligibility for Benefits from January 1, 1974

As and from January 1, 1974 those employees who were participating members of the Pension Plan prior to January 1, 1974 shall automatically be eligible for all benefits accruing as hereinafter outlined on a non-contributory basis,

As and from January 1, 1974, all other present and future seniority employees shall be eligible for benefits accruing effective from the first day of the month following or coincident with the completion of 132 days of work in any twelve month period for a temporary employee or after 90 days of work in any twelve month period for a probationary employee

4. Cost of Benefits

The cost of providing all pension benefits accruing from January 1, 1974 shall be borne by the Company.

5. Credited Service

Credited service shall be computed for each calendar year on the basis of one tenth (1/10) of a year's credited service for each 180 hours actually worked or for which wages have been paid. It is understood that wages shall mean actual earnings for work performed and vacation pay, payment for any leave of absence such as, for example, jury duty, Crown Subpoenaed witness, bereavement pay, payment for statutory holidays, call-in pay and any period for which an employee is absent from work and in receipt of Workers' Compensation or Weekly Indemnity payments. Earned

credits in any calendar year shall in no case exceed one year of credited service and shall be calculated to the nearest one tenth (1/10) year of credited service

Employees who are or become totally or permanently disabled and qualify for benefits under the insured Long Term Disability Plan shall continue to accrue credited service and pension credits at the rate of pension accrual in effect at the commencement of Long Term Disability payments with service computed as outlined in the previous paragraph. Such credits shall continue and Long Term Disability payments will only be made until he recovers, dies, or attains his normal retirement date and retires under the Plan.

6. Normal Retirement Date

The normal retirement date shall be the first day of the month coincident with or next following the employee's 65th birthday and the earned and accrued retirement income referred to in Section 2 hereof shall be payable commencing on that normal retirement date.

7. Pension Payable on Normal Retirement

The amount of basic pension benefits payable for an employee who has reached normal retirement date shall be the amount as provided in Section Two (2) plus a basic pension benefit calculated in accordance with the following schedule.

<u>Period of Credited Service or Proportionate Credit to the nearest one-tenth (1/10th) of a year as outlined in Section Five (5)</u>	<u>Monthly Retirement Income per Year of Credited Service</u>
January 1, 1974 to December 31, 1979	\$9.00
January 1, 1980 to December 31, 1980	13.00
January 1, 1961 to December 31, 1981	14.00
January 1, 1982 to December 31, 1982	15.00
January 1, 1983 to December 31, 1983	16.50
January 1, 1984 to December 31, 1984	17.25
January 1, 1985 to December 31, 1985	19.00
January 1, 1986 to December 31, 1986	19.50
January 1, 1987 to December 31, 1987	20.00
January 1, 1988 to December 31, 1988	26.00
January 1, 1989 to December 31, 1989	27.00
January 1, 1990 to December 31, 1990	28.00
January 1, 1991 to December 31, 1991	30.00
January 1, 1992 to December 31, 1992	31.00
January 1, 1993 to December 31, 1993	32.00
January 1, 1994 to December 31, 1994	34.00
January 1, 1995 to December 31, 1995	36.00
January 1, 1996 to December 31, 1996	37.00
January 1, 1997 to December 31, 1997	38.00
January 1, 1998 to December 31, 1998	39.00
January 1, 1999 and on	40.00

8. Supplemental Pension Benefit

- I For members who retire on or after January 1, 1997, the following shall apply:

(a) Minimum Pension at Normal Retirement:

A member retiring at age 65 with at least 30 years of credited service is entitled to a lifetime supplement being the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension of \$2,306.00.

If a member retires at age 65 with less than 30 years of credited service, the lifetime supplement shall be the amount by which the minimum pension at normal retirement exceeds the full unreduced Canada Pension Plan Retirement benefits, prorated by the ratio of the number of years of credited service to 30 years and reduced by the member's accrued pension.

(b) Special Early Retirement:

A member retiring after having attained age 60 with at least 30 years of credited service is entitled to an immediate accrued pension equal to the amount of accrued pension to his credit for service to date of early retirement, without reduction for the earlier date of retirement.

This pension will be supplemented by an amount necessary to provide a monthly pension of \$2,020.00, from Company Plans payable until the member would have first become eligible to receive unreduced Canada Pension Plan Retirement benefits. Thereafter, the supplement shall be recalculated as

the amount required to be added to the members accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension of \$2,306.00; which supplement shall become his lifetime supplement.

In addition to the recalculated lifetime supplement, a member who retires before December 31, 1997 will be paid a further supplement, if necessary, to produce a total pension from Company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the members lifetime supplement.

II For members who retire on or after January 1, 1998, the following shall apply:

(a) Minimum Pension at Normal Retirement:

A member retiring at age 65 with at least 30 years of credited service is entitled to a lifetime supplement being the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension of \$2,356.00.

If a member retires at age 65 with less than 30 years of credited service, the lifetime supplement shall be the amount by which the minimum pension at normal retirement exceeds the full unreduced Canada Pension Plan Retirement benefits, prorated by the ratio of the number of years of credited service to 30 years and reduced by the member's accrued pension.

(b) Social Early Retirement:

A member retiring after having attained age 60 with at least 30 years of credited service is entitled to an immediate accrued pension equal to the amount of accrued pension to his credit for service to date of early retirement, without reduction for the earlier date of retirement.

This pension will be supplemented by an amount necessary to provide a monthly pension of \$2,055.00, from Company Plans payable until the member would have first become eligible to receive unreduced Canada Pension Plan Retirement benefits. Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension of \$2,356.00; which supplement shall become his lifetime supplement.

In addition to the recalculated lifetime supplement, a member who retires before December 31, 1998 will be paid a further supplement, if necessary, to

produce a total pension from Company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

III For members who retire on or after January 1, 1999, the following shall apply:

(a) Minimum Pension at Normal Retirement:

A member retiring at age 65 with at least 30 years of credited service is entitled to a lifetime supplement being the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension of \$2,401.00.

If a member retires at age 65 with less than 30 years of credited service, the lifetime supplement shall be the amount by which the minimum pension at normal retirement exceeds the full unreduced Canada Pension Plan Retirement benefits, prorated by the ratio of the number of years of credited service to 30 years and reduced by the member's accrued pension.

(b) Special Early Retirement.

A member retiring after having attained age 60 with at least 30 years of credited service is entitled to an immediate accrued pension equal to the amount of accrued pension to his credit for service to date of early retirement. without reduction for the earlier date of retirement.

This pension will be supplemented by an amount necessary to provide a monthly pension of \$2,091.00, from Company Plans payable until the member would have first become eligible to receive unreduced Canada Pension Plan Retirement benefits. Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension of \$2,401.00; which supplement shall become his lifetime supplement.

In addition to the recalculated lifetime supplement, a member who retires before December 31, 1999 will be paid a further supplement, If necessary, to produce a total pension from Company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service This further supplement shall then

be added to and form part of the member's lifetime supplement.

9. Escalation of Benefits

On January 1, 1975 and every January 1 thereafter, an employee retiring after January 1, 1974 who reaches his normal retirement date will have his accrued pensions only (excluding any supplement) escalated to a maximum of 2% based on the 12 month percentage increase of the Consumer Price Index as of previous September 1. An employee whose normal retirement date is January 1 will not receive any accrued pension escalation until the following January 1.

For members who retire on or after January 1, 1988, the member's actual pension payment including lifetime supplement, if any, shall be increased after January 1 commencing with the January 1st following the member's actual retirement date, by the percentage set out in the existing pension escalation formula.

Any spousal pension will also be escalated on the same formula, with the first increase occurring on the January 1st following the member's date of death.

10. Other Early Retirement

A member retiring on or after January 1, 1988 and after having attained age 55 but prior to having qualified for Special Early Retirement or 85 point retirement is entitled to an immediate accrued pension equal to the amount of accrued vested pension to his credit for service to date of

early retirement reduced by one-third of 1% per month (i.e. 4% per year) for each month his retirement precedes age 65.

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

The lifetime supplement so calculated will then be reduced by one-third of 1% per month (i.e. 4% per year) for each month his retirement precedes age 65

11. Eighty-five (85) Point Retirement

A member retiring on or after January 1, 1997 and after having attained age 55 and whose age plus years of credited service total 85 or more (but prior to having qualified for Special Early Retirement) is entitled to an immediate accrued pension equal to the amount of accrued vested pension to his credit for service to date of early retirement.

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

Once such member becomes eligible to receive unreduced Canada Pension Plan retirement benefits (on attaining age 65) and In addition to the lifetime supplement, a member who retires under this provision (85 point retirement) prior to December 31, 1999 will be paid a further supplement, if necessary, to produce a total pension from Company plans equal to the pension that would be payable if the member were then retiring at normal retirement, based under normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

12. Disability Retirement (Effective January 1, 1991)

Employees who have attained age 50 and completed 10 years of service who become disabled and retire under the disability provisions of the pension plans, will receive a supplementary benefit of 514.00 per month multiplied by the number of years of credited service up to a maximum of 30 years. The supplement is payable until the employee is eligible to receive either a statutory disability or retirement benefit. This supplement will be paid in addition to such employees' full accrued pension at time of disability retirement.

In addition, such member who retires on or after January 1, 1991 shall be entitled to a lifetime supplement commencing on the date he first becomes eligible to receive unreduced Canada Pension Plan Retirement benefits. This supplement

shall be calculated as if the member had attained age 65 on his date of retirement but using his current unreduced vested accrued pension and his related credited service. the full unreduced Canada Pension Plan Retirement benefits and the normal retirement minimum pension all determined as of the members actual date of retirement

13. Termination of Employment (Vesting)

A members accrued pension and lifetime supplement shall completely vest upon the completion of two (2) years of credited service.

14. Spouse's Option

(a) Joint and Survivor Pension:

A member with an eligible spouse who takes Normal, Special Early, 85 Point, Disability, or Early Retirement on or after January 1, 1997, shall receive a Joint and Survivor pension unless the persons entitled to the Joint and Survivor Pension deliver to the Plan Administrator a written waiver of such entitlement in the prescribed form within the period of twelve months immediately preceding the commencement of payment of the pension benefit

Unless waived, the member's accrued pension and lifetime supplement, if any, shall be reduced by 10% during his lifetime. Upon his death, his eligible surviving spouse shall receive a pension of 60% of the members reduced accrued Pension and lifetime supplement, If any, (subject to actuarial reduction If

the member's spouse is more than 10 years younger than the member).

(b) Death Before Retirement:

If a member dies on or after January 1, 1988 and after having met the existing eligibility requirements for a pre-retirement spousal pension, his spouse shall receive an immediate pension equal to the existing percentage of the accrued Pension to his credit for service prior to the date of his death under the existing pre-retirement spousal pension provisions, plus the same percentage of his lifetime supplement.

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

If a member dies before his pension commences and the spouse is not entitled to a pension as explained in the preceding paragraphs, any contributions required to be paid by the member prior to January 1, 1974 with interest to the date of death will be paid to the designated beneficiary or failing such, to the members estate.

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

15 Continuation of Benefits after Retirement

Employees eligible for basic pension benefits and lifetime supplement, if any, deved from employment under the non-contributory plan after January 1, 1974 shall have said benefits continue as long as they live. Benefits for employment under the contributory plan prior to January 1, 1974 shall be for life or a minimum of 36 months, whichever is the longer.

16 Application for Benefits

If an employee is eligible to receive either unreduced Canada Pension Plan or disability benefits whichever are applicable and does not apply for or loses part or all of such benefits through delay in applying for them, or other act or failure to act, the employee shall be deemed to be in receipt of such benefits for purposes of calculating the amount of any supplement.

17. Duration

This Pension Memorandum will be for three years and effective January 1, 1997.

WELFARE BENEFITS

The following changes will be effective on the dates shown for each item.

I. Life Insurance and Accidental Death and Dismemberment Insurance

Effective April 1, 1997, Life Insurance and Accidental Death and Dismemberment Insurance shall be increased to provide \$43,000.00 insurance coverage for employees actively at work on that day

Effective January 1, 1998, the insurance coverage will be increased to \$44,000.00 for employees actively at work on that day.

Effective January 1, 1999, the insurance coverage will be increased to \$45000.00 for employees actively at work on that day.

Employees not actively at work on the above named days shall only be provided increased insurance coverage upon their return to active employment.

2. Dental Plan

Basic Services

The maximum reimbursement for basic services shall be \$1,000.00 per year.

Restorative and Orthodontic Services

The combined lifetime maximum for Restorative and Orthodontic Services is \$4,500.00. There will be a provision for an annual reinstatement of up to \$500.00 at the beginning of each calendar year, if required, to restore such lifetime maximum to the level of \$4500.00.

3. Major Medical

The expense benefits provisions of the Major Medical Plan will provide an annual reinstatement of up to \$2,500.00 at the beginning of each calendar year if required to restore the maximum to the level of \$15,000.00.

4. Weekly Indemnity

Insured Weekly Indemnity and Long Term Disability Plans:

In case of sickness or any non-occupational accident, a weekly benefit amounting to 70% of wages (hourly rate x 40) in effect at any time during the 26-week period will be paid to eligible employees who are off work and under the care of a doctor. Payments will commence on the first day, if disability is due to an accident, and on the fourth day, if due to sickness, and will continue up to a maximum of 26 weeks for any one period of disability.

Where it is necessary for an employee to have dental surgery, claims under the Weekly Indemnity Plan will be recognized and payments will commence on the fourth day and will continue up to a maximum of two weeks for any

such claim upon the receipt of the proper certification by a dental oral surgeon.

An insured Long Term Disability Plan will begin at the end of the 26-week period of disability or at the end of a continuous period of 26 weeks during which an employee has received Worker's Compensation payments and continue until recovery or normal retirement date, whichever occurs first. The Plan will provide payment of 66 2/3% of wages (hourly rate x 40) in effect at any time during the first 78 weeks of the Long Term Plan. Following such period the payment will be 66 2/3% of wages (hourly rate x 40) in effect at the end of the said 78-week period. The Long Term Disability Plan and the Weekly Indemnity Plan will be of a standard nature which will include an offset clause for integrating statutory payments such as Canada Pension Plan and Unemployment Insurance, and in the case of Long Term Disability, will also include an offset clause for integrating Workers Compensation.

The Company is prepared to provide the necessary monies to build up the pension of persons receiving benefits from Long Term Disability Plan at the rate of pension accrual at the commencement of disability.

Commencing after the 26th week, and until 104 weeks from the date of disability, the eligibility for continuance of the coverage shall be inability to do a regular job available in the Bargaining Unit. Starting at the 105th week, eligibility for benefits will depend on the employee's ability to perform duties at any job for any employer for which he is reasonably qualified by training, education or experience to perform.

5 . Sick Leave

Effective each January 1, all seniority employees at work will be credited with six (6) days of Sick Leave at the base hourly rate. These days are to be used to offset loss of pay caused by occasional illnesses of up to three normal working days which are not covered by the Weekly Indemnity Benefit Plan. Any unused portion of Sick Leave will be paid to the employee in cash on the last pay day before Christmas.

Employees who attain seniority during the year, shall be credited at one half their then existing daily basic wage rate, for each full month worked from the date they attain seniority.

Regular employees who have been absent for the full 12 month period shall not be entitled to sick leave credits.

Employees who terminate their employment or retire during the calendar year, shall receive Sick Leave benefits prorated at one-half their then existing daily basic wage rate for each full month worked from January 1 to their termination date less any sick days taken during this period.

6. Welfare Coverage For Pensioners

Future pensioners who retire under Section 8, or qualify under Section 11 of the Pension Memorandum, shall have continued at Company expense the following:

1. Life Insurance - \$4,000.00
2. O.H.I.P. (until age 65).
3. Major Medical Plan.

7. Vision Care

Effective April 1, 1997, the Company will arrange for a standard vision care plan to provide the following:

- Coverage for employees and dependents
- Maximum of \$130.00 per person per twenty-four (24) month period.

8. Same Sex Benefits

The parties agree that the terms "spouse" and "dependents" as used within the Major Medical, Dental, Optional Spousal and Dependents Life Insurance, and Voluntary Spousal and Dependents A.D.& D. benefit insurances includes same sex partners and dependents of same sex partners. Conditions for coverage will be the same as for common-law relationships.


March 10. 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco:

This letter will confirm our understanding reached during negotiations. It is understood that during the annual overhaul periods in the maintenance department, where Saturday Overtime is required for overhaul work, regular bottling maintenance mechanics "A's who are not assigned to overhaul, will be offered this overtime work before the Temporary Mechanic's Helpers.

Yours truly,



P. C. Miller
Manager, Human Resources

March IO. 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

As the result of discussion between the Company and Component 325, it is agreed that the following policy with regard to vacations will be put into effect following ratification of the Collective Agreement.

1. Deferment of Summer Vacation (Block Vacation)

On the first working day of each calendar year, a notice will be posted on all bulletin boards for 2 weeks advising employees that it is permissible to forego their summer vacation and take that year's entire vacation entitlement in one continuous period outside the regular summer vacation time. Those desirous of doing so are to list their names in order of seniority and within occupational groups, where applicable, the Company will approach those who have applied and will complete and post a schedule in conformity with the following two paragraphs.

cont../2

With the exception of the Maintenance Department, the period will commence on the first Monday following September 15 and end on the last Friday prior to the second Monday in June the following year. In the case of the Maintenance Department, it will be from September 15 to December 31, and from April 1 to the last Friday prior to the second Monday in June.

The following is the maximum number of men per week to b-a granted this privilege and, once confirmed, cannot be revoked by either the employee or the Company.

Bottling	6
Brewing	2
Maintenance	3
Shipping and Receiving	2
Kegging	1

Employees waiving summer vacation and taking all their vacation in the off season cannot be bumped from their preferred time by someone of higher seniority who has had summer vacation.

The Company agrees to notify all applicants by January 31st whether they have confirmed dates, so that anyone who is unsuccessful in obtaining "Block Vacation" can still apply for regular summer vacation.

Each department, in calculating the total number of employees normally granted vacation time off each week, will include in the count those who have been given advance confirmation of their total vacation entitlement in the off season, i.e., "Block Vacation".

2. Early Service Vacation and Regular Summer Vacation

From February 1st to February 21st of each year, the "early service weeks" and regular summer vacation schedule will be posted. Employees will indicate their preference of dates during that time period.

From February 22nd to March 15th the Company will make the selection, in accordance with present practice. The number of employees allocated on vacation at any given time cannot be exceeded. This may result in junior employees having to make a second choice. The final approved schedule for the above will be posted on March 16th of that year,

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

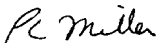
Dear Mr. Greco:

In lieu of the Company laundering one set of uniforms per week at no cost to the employees, seniority employees will receive a payment of \$250.00 per year which will be paid within one month of the signing of the Agreement and annually on the anniversary date of its signing thereafter unless changed by mutual agreement.

Employees who attain seniority in future will receive a pro rata sum to coincide with the anniversary date.

Employees supplied with uniforms must wear same while at work.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

RE: MAINTENANCE VACATIONS

It is understood and agreed that because of the vacation restrictions placed on maintenance employees during the annual overhauls, it is the Company's intention to continue the present practice of scheduling summer vacations during the 14-week period commencing on the second Monday in June.

Further, during the service vacation period as outlined in Section 15.04, because of the limited number of vacation weeks available, the Company will grant an additional man/week of vacation in the last week of a multiple week overhaul to a Mechanic "A" if he is not scheduled on said overhaul, in order to provide a greater choice of weeks.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco

RE: CONTRACTING OUT

During negotiations, the subject of contracting out was discussed

It is the Company's intention to continue the practice of giving priority to its own employees in performing maintenance overhaul and painting work, provided it has the manpower, skills, equipment and facilities to do so, within the projected time limits.

When it is necessary to contract out, the Company will inform the Union. Prior to the contracting out, and in order to give effect to the paragraph above, the Company will meet with the Union to give them the opportunity to raise and discuss alternatives to that proposed

Yours truly,



P C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

RE: TOOL ALLOWANCE

The Company agrees to maintain the present practice with respect to tool allowance.

The tool allowance will be pro-rated, based on one-twelfth (1/12) of the tool allowance for each month (of part thereof) actually worked as a regular tradesman.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco:

This Letter of Intent will serve to confirm our understanding reached at negotiations,

The Company will, upon the request of an employee, give due consideration to advance monies pending the commencement of weekly indemnity payments, if the following conditions exist:

- (a) It is beyond the control of the employee,
- (b) A weekly indemnity claim has been properly submitted by the employee with no undue delay;
- (c) The claim has been approved and the payment of the claim is delayed.

Repayment of such advance will be effected immediately upon the commencement of weekly indemnity payments.

Yours truly,

P. C. Miller
Manager, Human Resources

March 10. 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

The Company agrees to pay the cost of a letter from a doctor regarding proof of illness, if such letter is requested by the Company.

Yours truly,

A handwritten signature in black ink that reads "P. C. Miller". The signature is written in a cursive style with a large initial "P" and "C".

P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G Grew, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Grew:

RE: TAX DEDUCTIONS FROM
WEEKLY INDEMNITY AND LONG TERM DISABILITY

Employees will have a flat 25% deducted at source from their Weekly Indemnity or Long Term Disability cheques.

The Insurance Company will then issue the appropriate income tax slips each year.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

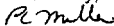
Dear Mr. Greco:

An employee who becomes ill or is injured after having commenced his vacation and as a result is hospitalized or forced to cancel his vacation and return home, may, if qualified for Weekly Indemnity coverage, apply to postpone any remaining full week(s) of vacation and enrol in the Weekly Indemnity Plan. The employee must contact his supervisor or the Personnel Department immediately and must comply with the normal Weekly indemnity reporting provisions.

All approved requests will result in the employee's remaining full week(s) of vacation being cancelled the day after the request is received and in his being enrolled in the plan. The remaining vacation time shall be re-scheduled at a time mutually agreeable to the Company and the employee.

Any vacation pay held by the employee for the cancelled period shall be returned to the Company and shall be re-issued for the re-scheduled vacation period.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10. 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke. Ontario
M9W 5E5

Dear Mr. Greco:

Effective January 1, 1991, the elected President of Component 325 will be paid the equivalent of the Mechanic "A" rate as defined in Section 27 -Wage Rates.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

During negotiations, the Company agreed to certain requests with regard to future employees classed as Mechanic "A" in the Packaging Maintenance Department at this particular plant. During the existence of the current agreement, i.e. until December 31, 1999, the Company will schedule new hires to the position of Mechanic "A" on the midnight shift. This scheduling will occur only when such new hires are fully trained.

The new hires will remain on a steady midnight shift where such shift is deemed necessary by departmental management until a vacancy arises in the remainder of the Mechanic "A" staff. At this time, the most senior new hiree will take over such vacancy and will then become subject to rotation on days, afternoons and midnight shift, as is again deemed necessary.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10. 1997

Mr. G. Greco, President
Component Union 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco.

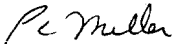
RE: LIEU DAYS: ARTICLE 14.05

The normal number of employees who may be allowed to schedule lieu days on any day will be as follows:

Bottleshop	5
Brewing	2
Maintenance	3 (2 Packaging/1 Brewing)
Shipping	3

If the Department Head allows less than the normal number of employees to receive the same lieu day, he will inform the Union as to the reason for his decision.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario M9W 5E5

Dear Mr. Greco:

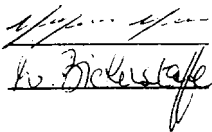
Deferred Retirement -- Letter of Intent

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

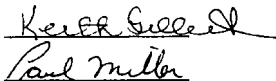
1. The Pension to which the employee has become entitled at his normal retirement date (the "Pension") shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.
2. The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventy-first (71) birthday, whichever shall first occur (the "Pension Date").
3. The employee's Pension will include any escalation benefits which occur from his normal retirement date to his Pension Date.

4. No contribution to the Pension Plan will be made after the employee has reached his normal retirement date and no service shall be credited after the aforementioned date.
5. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.
6. An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since his normal retirement date.
7. For purposes of calculation, any minimum pension supplement, the Canada Pension Plan and old age security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.
8. An employee who continues in the employ of the Company after his normal retirement date, as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.

FOR THE UNION:


K. Bickstaff

FOR THE COMPANY:


Paul Miller

March 10, 1997

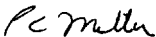
Mr. G. Greco, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco.

An employee's eligibility for sick days and participation in the Weekly Indemnity and Long Term Disability Plans ceases immediately upon his layoff and is reinstated upon his recall to work and completion of eight (8) hours work in the Bargaining Unit.

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

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G Grew, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

RE: SECTION 10.03

This will confirm our understanding reached during negotiations concerning the application of Section 10.03 of the current collective agreement.

If a lay-off of employees in a department was anticipated to be of a duration of less than one month but, in fact, extends beyond one month, those laid off employees with five (5) or more years of seniority affected by such lay-off will be permitted to displace more junior employees in other departments after one month or more of lay-off.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Grew, President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Grew

It is understood that Section 10 of the current Collective Agreement applies to lay-offs. However, notwithstanding the provisions of Section 10, employees in a department who are temporarily transferred out of their respective departments for more than 5 consecutive working days, without a resultant lay-off, will be entitled, if qualified, to exercise the option of displacing temporary or probationary employees if any in their respective departments, and if necessary, displace the most junior employees who have seniority in order of seniority.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10. 1997

Mr G. Greco. President
Component 325
One Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

This will confirm our understanding reached during negotiations regarding the maintenance schedule The Company agrees to post a six month shift schedule which will be updated monthly. The most recent four weeks will be the working schedule and will be changed only when necessary because of unforeseen circumstances including absenteeism or major production changes.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

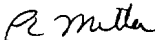
Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: PLANT CLOSURE

Further to our discussions during recent negotiations about the issue of Plant Closure, the Company will give the Union six (6) months' notice of its intention to permanently close the Brewery

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G Greco President
Component 325
1 Carlingview Drive
Etobicoke. Ontario
M9W 5E5

Dear Mr Greco:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: JOB ASSIGNMENT

In handling daily work assignments (over and above the posted weekly schedule), respect will be shown for seniority when making transfers or reassignments, (for example, when switching from old glass to bulk glass or utilizing men from the beer dump room) providing the Company's operations are not adversely affected.

Yours truly.



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco,

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: SECTION 13 -APPLICATION OF SENIORITY
TO PROMOTIONS OR VACANT POSITIONS:
CLAUSE 13.01- DEPARTMENTAL

In the past, the Company has generally posted a notice in the department. On occasion, because of a small department (for example, Oiler in Engineering), the Supervisors have asked the members.

In future, the Company will post a notice of these jobs on the notice board for five (5) days, and copy the Union. If there are no qualified applicants, the Company will then post a plant-wide notice according to Clause 13.03 (assuming 13.02 has been followed).

Yours truly,



P. C. Miller
Manager, Human Resources

March 10. 1997

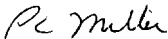
Mr. G Greco, President
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco:

During negotiations, an understanding was reached regarding contracting out of forklift truck maintenance. Before forklift maintenance is contracted out on specific trucks (identified by truck number), It will first be offered to the forklift truck mechanics on an overtime basis

If overtime is refused or if the work is unable to be completed despite the use of overtime, the work may be contracted out.

Yours truly,



P C. Miller
Manager, Human Resources

March 10. 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: APPLICATION OF SHORT NOTICE RECALL - G.W.P.

During 1988 negotiations, the Company and Union discussed the recall procedure with respect to application of recalls on short notice for employees in receipt of G.W.P. benefits. It was agreed by the Union, that notwithstanding the arbitration award of Ian Hunter, dated October 14, 1987 between Labatt's Ontario Breweries, London Plant and National Brewery Workers Union, Local No. 1, the agreement with respect to procedures for short term lay off established previously between the parties will be continued.

Such procedure is as follows:

1. During your layoff from Molson Breweries, you must be available for recall.

We recognize it is not practical to assume that every employee will sit by his telephone every minute of the day It must,

cont./2

however, be clearly recognized that payments will not be made to employees who are not available or who we cannot contact.

Therefore, every employee who is subject to G.W.P. payments must be available to be contacted **for recall between the hours** of.

7:00 a.m. - 10.00 a.m
Monday - Friday

It is the responsibility of the employee to advise the Personnel Office, personally if on any given working day, he may not be available during those times and arrange for alternate, satisfactory communication.

Failure to meet these requirements may result in benefit disqualification.


2. All changes of address and phone number must be immediately communicated to the Personnel Department

FOR THE COMPANY:



P. C. Miller
Manager, Human Resources

FOR THE UNION:



G. Greco
President, Component 325

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco

LETTER OF INTENT
Not to be Included in the Collective Agreement
RE: SECTION 13 -APPLICATION OF SENIORITY
TO PROMOTIONS OR VACANT POSITIONS

When posting for permanent Oiler positions under this Section, the positions will be posted initially within the permanent Battery Changer group. If there are no successful applicants, then it will be posted plant-wide.

When posting for permanent Battery Changer positions under this **Section**, the positions will be posted initially within the permanent Oiler group. If there are no successful applicants, then it will be posted plant-wide.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10 1997

Mr G. Greco. President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco.

LETTER OF INTENT

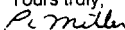
Not to be Included in Collective Agreement

RE: TRAINING OF BREWING DEPARTMENT EMPLOYEES

This will confirm our understanding reached in negotiations whereby the Company agreed to survey certain employees working in the Fermenting and Brewhouse areas in order to determine their desire to be trained for jobs in the Cellars or Kegging areas of the Brewing Department. This would be done to assist those employees to avoid future transfers out of the Brewing Department.

Employees who decline the opportunity for this training will be asked to so indicate in writing and they shall be subject to the normal application of the seniority rules in the Collective Agreement should the necessity for a transfer occur in the Brewing Department.

As agreed, this letter does not form part of the Collective Agreement.

Yours truly,

P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Grew:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: TRAINING

This will confirm the Company's intent to train five (5) regular employees per year in Shipping.

The training opportunities will be offered to Bottleshop employees on a seniority basis and such training will take place in the period from June to September inclusive.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Cartingview Drive
Etobicoke, Ontario
M9W 5EW5

Dear Mr. Greco:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: ARTICLE 17.09

This will confirm our understanding reached during bargaining that Maintenance overtime will be distributed as equally as possible by occupational skill group within the following functional areas:

- I Packaging Maintenance
- II Brewing Maintenance
- III Fork Truck Maintenance

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Cartingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco

RE: GWP APPLICATION

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

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

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

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF UNDERSTANDING
RE: TEMPORARY EMPLOYEES

The purpose of this letter is to confirm our agreement reached during negotiations respecting amendments to the terms and conditions under which temporary employees will be employed for the duration of this Collective Agreement.

It is agreed that the terms of this Letter will override the provisions of the Collective Agreement where necessary and in the event of any conflict between this Letter and the contractual provisions. Accordingly, we have agreed that this Letter forms part of the Collective Agreement and that this Letter will terminate on December 31, 1999 unless the parties mutually agree to renew it.

The following are the amended terms and conditions for temporary employees:

cont../2

LETTER OF UNDERSTANDING
RE: TEMPORARY EMPLOYEES
Page 2

1. For the period of time covered by this Letter of Understanding a temporary employee may be employed beyond one hundred and thirty-two (132) working days without becoming eligible to acquire seniority and become a regular employee. At the conclusion of this period, the Company shall either reclassify him or her as a seniority employee in accordance with the principles of employment equity, lay him or her off or terminate his or her employment.
2. Upon completion of one hundred and thirty-two (132) days worked, the temporary employee shall receive an increase to his or her wage rate. The amount of the increase shall be \$1.10 per hour in excess of the rate stipulated in the Collective Agreement for temporary employees.

Yours truly,



P. C. Miller
Manager, Human Resources

March IO. 1997

Mr. G. Grew, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Grew:

LETTER OF UNDERSTANDING
RE: EMPLOYMENT EQUITY

The parties agree to meet to ensure all the obligations under employment equity legislation are jointly addressed.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: OVERTIME POLICY

The Company agrees to continue for the duration of the Collective Agreement, its practice of equal distribution of overtime in the Maintenance, Bottleshop, Shipping and Retail Store departments. Brewing Dept. overtime will continue to be distributed on a seniority basis.

The specific details of overtime assignments shall be in accordance with the individual departmental overtime guidelines

The Company reserves the right to review overtime guidelines from time to time. Any changes to these guidelines will be made by mutual agreement.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10. 1997

Mr. G. Grew, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

The Company will undertake, upon the request of an employee, to advance monies on Lost Time Workers' Compensation Claims up to weekly indemnity limits so long as the employee has complied with the proper reporting requirements under the Ontario Workers' Compensation Act.

If the claim is denied at the Review Branch stage or three (3) months of advances have been made, then no additional monies will be advanced.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
RE: APPRENTICESHIP PROGRAM

The Company agrees to continue its current apprenticeship program.

Immediately following ratification the Apprenticeship Committee will review the Brewery's future needs to establish the number and type of apprentices required. It is agreed that, the additional apprentices shall be no less than two (2) for the duration of this Collective Agreement.

The Committee will also review, in consultation with the current apprentices, the effectiveness of the Program and recommend changes, if any.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10. 1997

Mr G. Grew, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: BREWING DEPARTMENT
PREFERRED JOBS AND TRAINING

Brewhouse General

Select senior applicant and assign as specified in Brewing Department Vacation Letter.

Tank Patching

This seasonal job will be selected by appointing the most senior applicant. The current employee may in fact be the most senior man.

cont../2

LETTER OF INTENT
(Not to be included in Collective Agreement)
RE: BREWING DEPT
PREFERRED JOBS AND TRAINING

Page 2

Training

1. The Union acknowledges that job training is required at all levels of seniority to maintain performance, skills and flexibility, however, notwithstanding the above, when training is required, the most senior employee will be selected.
2. It is agreed to train senior operators to allow them the opportunity to leave the Bottling Cellar. This will be done as soon as scheduling permits.
3. Employees in the respective departments will be surveyed to establish a list of senior applicants.
4. Training and implementation of the above practice is to be done when convenient and when scheduling permits.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr Greco:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: BREWING DEPARTMENT VACATION

With regard to Brewhouse and Fermenting, in each of these areas, three (3) employees will be allowed to take vacation at one time during the fourteen (14) week summer vacation period and two (2) employees at one time for the balance of the vacation period.

In order to accommodate this, we will post internally for one additional position in the Brewhouse and two additional positions in Fermenting. In addition, during the fourteen (14) week summer period, the current Brewhouse General will become part of the regular rotation. For the remaining thirty-eight (38) weeks of the year, the Brewhouse General will revert to steady days and perform duties as assigned. Notwithstanding this, during those weeks when two (2) people are not present, either due to vacation or for other reasons, the General will replace them directly by temporarily entering the rotation.

Yours truly,



P C. Miller
Manager, Human Resources

**LETTER OF AGREEMENT
BETWEEN
MOLSON BREWERIES TORONTO, ONTARIO
- AND -
CANADIAN UNION OF BREWERY AND GENERAL WORKERS
LOCAL 325
COMPONENT OF N.U.P.G.E.**

The Parties agree that it is in their mutual interest to insure that the Etobicoke Brewery attains the highest level of production required to maximize our ability to meet our Customers' needs.

To this end, the following understanding is entered into

The signing of this Memorandum of Agreement and the understandings contained therein shall supersede certain provisions of the current collective agreement only as they apply to employees employed as pan of the Week-end Crew (W.E.C.).

1. Hours of Work

- a) The normal hours of work for employees assigned to the W.E.C. will be twelve (12) hours per day starting or finishing on either Saturday or Sunday. The normal work week will be twenty-four (24) hours. Full crew on rotating basis; 1/2 Crew 11:00 p.m. Friday to 11:00 a.m. Saturday; 11:00 a.m. Sunday to 11:00 p.m. Sunday.
- b) Seniority employees assigned to the W.E.C. will be credited with forty (40) hours worked for provisions of the current collective agreement as appropriate, with respect to:

- 1) Pension Plan;
- 2) Welfare Benefits;
- 3) Vacation,
- 4) G.W.P.,
- 5) COLA

for each twenty-four (24) hours actually worked on the W.E.C.

Temporary employees assigned to the W.E.C. will be credited with one (1) working day for each full eight (8) hours worked.

2. Employee Mix (All Depts.)

W.E.C. will be complemented with temporary employees as required.

3. Eligibility/Qualifications

The Company will post a notice annually in each affected department and solicit the names of those seniority employees who wish to be considered for inclusion in the W.E.C..

When considering which applicant shall be given a job, the qualifications of the applicant shall be given primary consideration but If there is any choice to be made between two or more applicants having sufficient qualifications, the most senior applicant shall be given the position on the W.E.C..

Once selected, all regular employees will be scheduled on the W.E.C. when required for the life of the posting (one year).

It is agreed that notwithstanding the above, any employee may be removed from the week-end crew for reasons of ill health or cause.

4 Vacation

Regular employees working on the W.E.C. shall be allowed to take vacation during the effective period of the W.E.C. schedule, as per the collective agreement. No more than 14% of the regular employees on the W.E.C. will be allowed on vacation at the same time.

5. Sick Pay

Eligible employees on the W.E.C. will be paid under the Sick Leave Plan for qualified absence due to illness or accident, according to the number of hours missed at the straight time rate.

An eligible employee on the W.E.C. who is absent due to sickness will be paid under the W.I. Plan after a waiting period of two (2) consecutive twelve (12) hour shifts scheduled for him. A nonoccupational accident will be paid in accordance with the collective agreement,

If a seniority employee becomes so ill that he cannot complete his shift after reporting for work in good health, he will be sent

home and paid for the balance of his shift at his straight time hourly rate.

6. Overtime

While in principle the Company does not wish to have employees work in excess of twelve (12) consecutive hours, such may be necessary in emergency situations. Daily overtime worked in excess of three (3) will be paid at the rate of double time. Employees on the W.E.C. will be treated as if they had been transferred out of the Department for the purposes of overtime distribution.

7. Bereavement

Should a seniority employee suffer a bereavement in his immediate family which requires time off from his work then, in accordance with Clause 29 01, he shall be compensated for time actually lost up to the general standard of three (3) days (24 hours) at straight time. Any additional bereavement leave will be considered at the sole discretion of the Company.

If, as a result of a bereavement, an employee is paid less than thirty-six (36) hours' pay, he will be given the opportunity to work during the regular work week on a straight time basis in order that regular hours paid will equal thirty-six (36).

8. Plant Holidays

Eligible employees shall be paid eight (8) hours at straight time in addition to pay for their week-end work

9. Pay Day

Employees on the W.E.C. shall receive their pay during their regular working hours on Saturday.

10. Compensation

Employees working on the W.E.C. will be paid at the rate of 1.5 times the straight time hourly wage rate for all scheduled hours worked.

11. Shift Premium

Employees on the W.E.C. shall be paid an additional 53 cents per hour for all hours worked on Saturday and Sunday.

12. Lunch and Break Periods

Paid breaks for employees on schedules covered by this Memorandum shall be as follows:

Twelve hour shifts - two thirty (30) minute lunch breaks

13. Implementation

The Company will provide a minimum of two (2) weeks notice of its intention to work employees on the W.E.C. or to return to a conventional eight (8), hour shift schedule.



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco. President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF UNDERSTANDING
RE: OPERATOR AND MAINTENANCE EFFECTIVENESS

Molson Etobicoke Brewery will continually strive to be the low cost Canadian brewery on a total delivered cost basis, while leading in quality and customer satisfaction. The Company recognizes the key role of operators and trades in ensuring efficient operations, timely response to process disruptions and in providing product of superior quality to our customers.

The Company will promote an environment in which employees have the opportunity to learn new skills and contribute to their full potential. Supported by appropriate training, operators and trades will undertake tasks that they are capable of performing safely and responsibly within the limits of their individual training and expertise.

As examples, the utilization of operators in maintenance activities may include those operators performing: minor set-ups and minor changeovers, and minor adjustments.

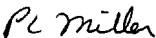
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Mr. G. Greco
March, 1997
Page 2

Also as examples, the utilization of operators in Quality Control Monitoring may include those operators monitoring: dissolved oxygen, CO₂, fill levels, torques, water tests, incoming materials and full goods inspections.

The utilization of operators in the performance of tasks as described above will not result in any Maintenance regular employee losing his employment within the Maintenance Department or any other regular employee losing his employment with the Company.

The above does not preclude either party from exercising their rights under the Collective Agreement.



P. C. Miller
Manager, Human Resources

March 10.1997

Mr. G. Greco. President
Component 325
One Carlingview Drive
Etobicoke, Ontario
MSW 5E5

Dear Mr. Grew:

RE: SCHEDULING OF
PACKAGING DEPARTMENT EMPLOYEES

During the 1991 negotiations, the Company agreed that it would, in accordance with its present practice, endeavour to schedule qualified Packaging employees to assignments in accordance with their expressed preferences. Such preferences will be recorded and/or modified annually during the month of March. Employees shall annually rank four preferences in order of priority.

It is understood that weekly scheduling according to job preference will be done by seniority where operationally feasible and further that absenteeism, including vacations and shift levels could affect the Company's ability to accommodate employee preferences.

If a new job is established after March, such job will be added to the job preference list and employees will be able to add that job as an additional choice in accordance with their seniority, until the following March.

Projects or tasks which are assigned through the volunteer process will not be treated as a new job.

Yours truly,

P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco
President, Component 325
1 Carlingview Drive
Etobicoke, Ontario
MSW 5E5

Dear Mr. Grew:

LETTER OF INTENT
RE: SECTION 30 -WELFARE PLAN

This will confirm our understanding with respect to the above Section of the collective agreement.

As you are aware, the Company changed the carrier of the insured health and welfare benefits during the terms of the previous collective agreement.

This letter shall be your assurance that, as a result of this change, there will be no change in the terms and conditions or reduction in the level of benefits provided to employees covered by the previous carrier (Great-West Life).

As well, the Company agrees that disputes concerning a particular employee's entitlement to or eligibility for a particular benefit may be referred to arbitration under the collective agreement.

As agreed, this letter shall form part of the collective agreement.

Yours truly,



P. C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: SECTION 13 -APPLICATION OF SENIORITY TO
PROMOTIONS OR VACANT POSITIONS
Clause 13.01 - Departmental

The parties agree that with regards to the carton receiving job in Packaging and the Stockman, Warehouse Repack and Repack Production in Shipping, vacancies in these jobs will initially be posted within these respective areas.

If there are no qualified applicants, the Company will then post departmentally according to Clause 13.01

Yours truly,



P. C. Miller
Manager, Human Resources

ADDENDUM TO THE COLLECTIVE AGREEMENT

STATEMENT OF PURPOSE AND VALUES

Our purpose is to be the low cost Canadian brewery on a total delivered cost basis, We will also be the leading brewery in terms of quality and customer satisfaction, where everyone contributes to their full potential, is recognized for it and proud of it. Our progress will be measured by the degree of success in achieving the business goals of Molson Breweries.

To achieve this, the Company will employ the following core business values:

Decision Making - Decisions are made by the closest person to the issue. Informed risk taking and innovation are encouraged and regarded as a valuable learning experience.

Quality - Employees work together to meet the needs of our customers while continuously promoting and improving quality, efficiency and waste reduction.

Safety - The health of every employee is valued. Everyone accepts the responsibility of their own safety and of their fellow employees

Education and Training - We are committed to continuous training and education to develop and maintain a high level of technical skill. We will provide opportunities for personal growth and development of our employees to enable them to contribute to their full potential. Employees will also assist in training other

**ADDENDUM TO THE COLLECTIVE AGREEMENT
STATEMENT OF PURPOSE AND VALUES**

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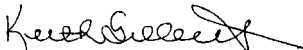
employees and support those who have difficulty in adapting to change or learning new processes,

Mutual Trust - Working together is regarded as the way to achieve superior business results. It requires mutual trust and respect with open and honest communications.

Work and Home - Keeping a proper balance and integration of work and individual or family time is regarded as critical to the success of our employees and our business.

Diversity - We will encourage individual contribution of employees and try to recognize and discuss our differences so that we may understand each other. Diversity is valued and is seen as an asset to our business.

Through the commitment of all employees at the Etobicoke brewery, we believe that these values will allow us to achieve our business goals.



K. W. Gilbert
Plant Manager

LETTER OF AGREEMENT
BETWEEN
MOLSON BREWERIES TORONTO, ONTARIO
AND
CANADIAN UNION OF BREWERY AND GENERAL WORKERS
LOCAL 325
COMPONENT OF N.U.P.G.E.

SKILLED TRADES W.E.C.

The signing of this Memorandum of Agreement and the understandings contained therein shall supersede certain provisions of the current collective agreement only as they apply to employees employed as part of the Skilled Trades Week-end Crew (W.E.C.)

1. Hours of Work

(a) The normal hours of work for employees assigned to the skilled trades W.E.C. will be thirty-two (32): twelve (12) hours per day on each of Saturday and Sunday (paid at the W.E.C. rate), plus one (1) additional eight (8) hour day, either Friday or Monday, (paid at the normal regular pay rate). Management retains the right to determine the Friday and Monday shift assignment.

(b) Seniority employees assigned to the W.E.C. will be credited with forty (40) hours worked for provisions of the current Collective Agreement with respect to:

LETTER OF AGREEMENT
RE: SKILLED TRADES W.E.C.
Page 2

- 1) Pension Plan
- 2) Welfare Benefits
- 3) Vacation
- 4) G.W.P.
- 5) COLA

for each thirty-two (32) hours actually worked on the W.E.C.

Temporary employees assigned to the W.E.C. will be credited with one (1) working day for each full eight (8) hours worked.

2. Employee Mix:

W.E.C. will be complemented with temporary employees as required.

3. Eligibility I Qualifications:

The Company will post a notice annually and solicit the names of those seniority employees who wish to be considered for inclusion in the W.E.C.

When considering which applicant shall be given a job, the qualifications of the applicant shall be given primary consideration but if there is any choice to be made between two or more applicants having sufficient qualifications, the most senior applicant shall be given the position on the W.E.C..

Once selected, all regular employees will be scheduled on the W.E.C. when required for the life of the posting (one year).

It is agreed that notwithstanding the above, any employee may be removed from the week-end crew for reasons of ill health or cause.

4. Vacation

Regular employees working on the W.E.C. shall be allowed to take vacation during the effective period of the W.E.C. schedule, as per the collective agreement. No more than 14% of the regular employees on the W.E.C. will be allowed on vacation at the same time.

5. Sick Pay

Eligible employees on the W.E.C. will be paid under the Sick Leave Plan for qualified absence due to illness or accident, according to the number of hours missed at straight time rate.

An eligible employee on the W.E.C. who is absent due to sickness will be paid under the W.I. Plan after a waiting period of twenty-four (24) consecutive hours scheduled for him. A non-occupational accident will be paid in accordance with the collective agreement.

If a seniority employee becomes so ill that he/she cannot complete his/her shift after reporting for work in good health, he/she will be sent home and paid for the balance of his/her shift at his/her straight time hourly rate.

6. Overtime

While in principle the Company does not wish to have employees work in excess of twelve (12) consecutive hours, such may be necessary in emergency situations.

For each W.E.C. shift, the first 3 overtime hours will be paid at the rate of time and one-half of the straight hourly rate and subsequent hours at the rate of double time.

Employees on the W.E.C will be treated as if they had been transferred out of the Department for the purposes of overtime distribution.

7. Bereavement

Should a seniority employee suffer a bereavement in his/her immediate family which requires time off from his/her work then, in accordance with Clause 29.01, he shall be compensated for time actually lost up to twenty-four (24) hours at straight time. Any additional bereavement leave will be considered at the sole discretion of the Company.

If, as a result of a bereavement, an employee is paid less than forty (40) hours pay, he will be given the opportunity to work during the regular work week on a straight time basis in order that regular hours paid will equal forty (40).

a. Plant Holidays

Eligible employees shall be paid eight (5) hours at straight time in addition to pay for their week-end work.

9. Pay Day

Employees on the W.E.C. shall receive their pay during their regular working hours on Saturday.

10. Compensation

Employees working on the W.E.C. will be paid at the rate of 1.5 times the straight time hourly wage rate for hours worked on Saturday and Sunday.

11. Shift Premium

Employees on the W.E.C. shall be paid an additional 53 cents per hour for all hours worked on Saturday and Sunday.

LETTER OF AGREEMENT
RE: SKILLED TRADES W.E.C.
Page 6

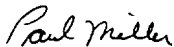
12. Lunch and Break Periods

Paid breaks for employees on schedules covered by this Memorandum shall be as follows:

Twelve hour shifts -two thirty (30) minute lunch breaks
Eight hour shifts -one twenty minute (20) minute break
- one twenty five (25) minute break.

13. Implementation:

The Company will provide a minimum of two (2) weeks notice of its intention to work employees on the W.E.C. or to return to a conventional eight (8) hour shift schedule.



Paul Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke. Ontario
M9W 5E5

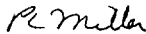
Dear Mr. Greco:

LETTER OF INTENT
RE: WORK REFUSAL

During negotiations, the Union raised its concern regarding possible future changes to the Occupational Health and Safety Act with respect to the rights of employees to refuse to do unsafe work.

It is agreed that the work refusal process in the current Occupational Health and Safety Act, 1995 will be adhered to by the parties for the term of this collective agreement, as long as such process is not in contravention of any prevailing legislation.

In the event that amendments to legislation make adherence to the current process impossible, the Company and Union will meet to make appropriate modifications to the procedure for refusal of unsafe work.



P.C. Miller
Manager, Human Resources

March 10, 1997

Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
RE: PLANT CLOSURE

In the event of closure of the Etobicoke Brewery, the Company agrees to meet and negotiate with the Union in an effort to reach an appropriate adjustment program. Issues which will be negotiated include but are not limited to: Severance, Pension, Skills and Training Upgrading, Relocation and Job Search.

Yours truly,



P.C. Miller
Manager, Human Resources

March 10, 1997

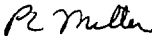
Mr. G. Greco, President
Component 325
1 Carlingview Drive
Etobicoke, Ontario
M9W 5E5

Dear Mr. Greco:

LETTER OF INTENT
RE: TEMPORARY EMPLOYEES - RETAIL STORE

During negotiations leading to the renewal of the current collective agreement the parties agreed to the following terms and conditions in connection with the use of temporary employees in the retail store.

1. The number of temporary employees scheduled to work in the Retail Store at any time shall not exceed the number of regular employees scheduled to work in the Retail Store for the same time period.
2. Temporary employees employed in the Retail Store may be scheduled on a part time basis, and work hours less than the regular hours of work described in Section 17 of the Collective Agreement.
3. The use of temporary employees in the retail store as described above may continue during the layoff of regular employees and the provisions of Section 10 of the Collective Agreement shall have no application in such circumstances.



P.C. Miller
Manager, Human Resources