

COLLECTIVE
AGREEMENT

Between



MOLSON BREWERIES
Toronto, Ontario

– and –

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

00668 (08)

January 1, 2010 – December 31, 2016

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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. 772, 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.

1.04 PURPOSE AND VALUES

In striving to become a “WORLD CLASS BREWERY”, and providing added value for our shareholders, we the members of the Toronto Brewery, will strive for excellence in QUALITY and RELIABILITY in order to deliver the highest degree of SERVICE to our customers; this will be achieved through the talents and commitments of our people and the use of modern processes and practices. We will establish and maintain a healthy and safe workplace that fulfills individual needs for mutual trust, personal growth, and appreciation for results. The Toronto operation will be recognized as having employees that are willing to learn, to change, and to act quickly, to maintain a leading edge position in a constantly changing and challenging GLOBAL MARKET environment.

To realize our goal of becoming a “WORLD CLASS BREWERY” requires the combined efforts of Management and Union leaders, and all employees. Therefore, all employees within the Brewery will:

- Meaningfully participate in the decisions which affect them.
- Be willing to do Work and assume all tasks for which they are qualified.
- Develop and maintain a high level of technical, administrative and relationship skills.
- Work toward the satisfaction of shareholders, internal and external customers needs.

- Promote Quality, Reliability, Efficiency, and waste reduction.
- Support initiative, new ideas, trust, mutual respect, equitable treatment and cooperation.
- Communicate information promptly, accurately and completely.
- Assist in training other employees.
- Take pride in their work and promote and adhere to the highest standards.
- Provide support to those employees who have difficulty adapting to change or learning new processes.
- Be willing to do any task which they are capable of performing safely and responsibly (Flow to work concept).
- Know, understand, respect and practice the intent of the Collective Agreement.

Both parties agree that their common objective is the desire to make the operation more RELIABLE and to enhance the JOB SECURITY of all employees. The parties believe that these objectives can be best met through good planning and monitoring; the BM/UE (Brewery Management/Union Executives) will provide guidance to all the departments in their efforts to bring lasting changes and sustainable results.

The company will hold departmental meetings on a monthly basis to discuss the current standing agenda as mandated by the BMUE.

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, in a lump sum by direct deposit, 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 five 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

- 8.01 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.
- 8.06 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 follows:
- a) Brewing Department, which includes Wort Processing and Beer Processing
 - b) Packaging Department, which includes bottling, canning, palletizing, and keggering.
 - c) Maintenance Department.
 - d) Warehouse department which includes warehouse, including the handling and storage of goods or empties in outside storage locations where the handling and services of such goods or empties is not supplied by the owner or operator of the 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 lay-off 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 lay-off 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 Plant Wide

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. When moving or transferring successful applicants, the Company will transfer the employee within thirty (30) working days of being accepted. The Union and/or Company may request an extension that will not be unreasonably withheld.

- 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 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:

These holidays will be observed on the following dates:

Plant Holiday Schedule							
	2010	2011	2012	2013	2014	2015	2016
New Year's Day	Fri Jan 1, 2010	Fri Dec 31, 2010	Mon Jan 2, 2012	Mon Dec 31, 2012	Wed Jan 1, 2014	Thu Jan 1, 2015	Thu Dec 31, 2015
January 2nd	Mon Jan 4, 2010	Mon Jan 3, 2011	Tue Jan 3, 2012	Tue Jan 1, 2013	Thu Jan 2, 2014	Fri Jan 2, 2015	Fri Jan 1, 2016
Family Day	Mon Feb 15	Mon Feb 21	Mon Feb 20	Mon Feb 18	Mon Feb 17	Mon Feb 16	Mon Feb 15
Good Friday	Fri Apr 2	Fri Apr 22	Fri Apr 6	Fri Mar 29	Fri Apr 18	Fri Apr 3	Fri Mar 25
Easter Monday	Mon Apr 5	Mon Apr 25	Mon Apr 9	Mon Apr 1	Mon Apr 21	Mon Apr 6	Mon Mar 28
Victoria Day	Mon May 24	Mon May 23	Mon May 21	Mon May 20	Mon May 19	Mon May 18	Mon May 23
Canada Day	Fri Jul 2	Fri Jul 1	Mon Jul 2	Mon Jul 1	Mon Jun 30	Fri Jul 3	Fri Jul 1
Civic Holiday	Mon Aug 2	Mon Aug 1	Mon Aug 6	Mon Aug 5	Mon Aug 4	Mon Aug 3	Mon Aug 1
Labour Day	Mon Sep 6	Mon Sep 5	Mon Sep 3	Mon Sep 2	Mon Sep 1	Mon Sep 7	Mon Sep 5
Thanksgiving	Mon Oct 11	Mon Oct 10	Mon Oct 8	Mon Oct 14	Mon Oct 13	Mon Oct 12	Mon Oct 10
Christmas Day	Fri Dec 24	Mon Dec 26	Tue Dec 25	Wed Dec 25	Thu Dec 25	Fri Dec 25	Mon Dec 26 2017
Boxing Day	Mon Dec 27	Tue Dec 27	Wed Dec 26	Thu Dec 26	Fri Dec 26	Thu Dec 24	Tues Dec 27 2017
And one additional day per year if declared by the Provincial Government							

14.02 Employees on the seniority lists and probationary employees 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, hired prior to January 1, 2010 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 8 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.

Regular employees hired after January 1, 2010 will not be eligible for line item (g) as listed above.

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. However, Company agrees to allow a 3rd week of vacation during peak season, in all departments, conditional on there being an opening in a given vacation week.

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 Warehouse, Maintenance and Brewing Departments 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 double time.

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 double time 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. If an employee's regularly scheduled work week includes hours worked on a Saturday and /or Sunday he/she will be compensated at double time for the hours worked on those days.

Employees will receive double time pay for authorized overtime hours worked in excess of:

- (a) 8 regularly scheduled hours in a work day (provided the employee works their regularly scheduled work week).
- (b) 40 regularly scheduled hours in a 5 day work week.
- (c) 24 regularly scheduled hours in a 2 day WEC work week.
- (d) 32 regularly scheduled hours in a 3 day skilled trades WEC week.

For the overtime qualification above a regularly scheduled work week is agreed to include: bereavement, union business, jury duty, lieu days, pre-approved LOA's and sick leave in excess of the agreed upon sick bank only when accompanied by a valid doctor's note. When required the Brewery Management Team (BMT) will declare inclement weather days.

Notwithstanding the above, employees that are required to work any hours on Saturday or Sunday as part of their regularly scheduled work week (does not include regular or skilled trades WEC) will receive double time pay.

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.

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

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

- (a) in excess of 8 hours per day, or
- (b) in excess of 40 hours per week, or
- (c) a Sunday

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 double time for hours worked.

- (a) in excess of 8 hours on any one shift, or
- (b) for any hours worked on Saturdays; and Sundays

Employees will receive double time pay for authorized overtime hours worked in excess of:

- (a) 8 regularly scheduled hours in a work day (provided the employee works their regularly scheduled work week).
- (b) 40 regularly scheduled hours in a 5 day work week.
- (c) 24 regularly scheduled hours in a 2 day WEC work week.
- (d) 32 regularly scheduled hours in a 3 day skilled trades WEC week.

For the overtime qualification above a regularly scheduled work week is agreed to include: bereavement, union business, jury duty, lieu days, pre-approved LOA's and sick leave in excess of the agreed upon sick bank only when accompanied by a valid doctor's note. When required the Brewery Management Team (BMT) will declare inclement weather days.

Notwithstanding the above, employees that are required to work any hours on Saturday or Sunday

as part of their regularly scheduled work week (does not include regular or skilled trades WEC) will receive double time pay.

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.

- 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.

Notwithstanding the above two (2) conditions, if a work assignment is required to be filled due to a daily absence, beyond the control of the Company, an Employee may be requested to fill the vacancy, if trained, without penalty.

- 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.

- 17.11 Notwithstanding the provisions in Articles 17.01 to 17.04, it is agreed that employees will work an additional 15 minutes to each eight (8) hour shift, during which time they will be engaged in crew meetings. All references in Articles 17.01 to 17.04 to “8 hours” or “40 hours” shall be deemed to read “8 ¼ hours” or “41 ¼ hours” for the purpose of calculating overtime pay.

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 break-down 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 asked to work at least three(3) hours overtime continuous with their regular shift and are required to remain at work on a shift extension, or employees that are called at home on the day of the overtime requirement shall be granted a meal allowance of \$10.

Employees that receive advance notice of overtime, and employees that are scheduled for twelve (12) hour shifts, are not entitled to a meal allowance.

SECTION 21 – PAY DAY

- 21.01 A regular weekly pay day shall be established by the Company, and the employees shall receive their pay on that day.
- 21.02 The Company may pay by cheque, by cash, or by direct deposit to the employee's bank account. The employee shall receive a statement specifying the number of hours covered by the payment received, with particulars of deductions, and extras, if any. If the Company chooses the direct deposit option, employees will be required to provide the necessary bank account information.
- 21.03 In the event that an error is made by an employee in the submission of his time sheet of eight (8) hours or more equivalent pay, the Company will prepare a manual cheque for the underpayment. Should the error be less than eight (8) hours or result in an overpayment the adjustment shall be made at next pay.

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 A lump sum of \$150 will be paid by February 1 on an annual basis to all regular employees not issued rubber boots as their regular footwear.
- 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

SECTION 27 – WAGE RATES

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

Job Classification	Effective Date						
	Jan1 2010	Jan1 2011	Jan1 2012	Jan1 2013	Jan1 2014	Jan1 2015	Jan1 2016
Packaging Employee	\$32.32	\$32.64	\$32.97	\$33.30	\$33.63	\$33.97	\$34.31
Brewing Employee	\$32.32	\$32.64	\$32.97	\$33.30	\$33.63	\$33.97	\$34.31
Warehouse Employee	\$32.32	\$32.64	\$32.97	\$33.30	\$33.63	\$33.97	\$34.31
Maintenance Tradesperson	\$37.82	\$38.20	\$38.58	\$38.97	\$39.36	\$39.75	\$40.15
Oilers & Battery Changers	\$33.28	\$33.61	\$33.95	\$34.29	\$34.63	\$34.98	\$35.33
Temporary Employees	\$15.50	\$15.66	\$15.81	\$15.97	\$16.13	\$16.29	\$16.45
Probationary Employee	\$15.50	\$15.66	\$15.81	\$15.97	\$16.13	\$16.29	\$16.45
Maintenance Probationary	\$26.00	\$26.26	\$26.52	\$26.79	\$27.06	\$27.33	\$27.60
Maintenance Temporary	\$24.00	\$24.24	\$24.48	\$24.73	\$24.97	\$25.22	\$25.48

Packaging, Brewing and Warehouse employees hired after January 1, 2010, will follow the graduated wage scale below. New employee wages will be based on a percentage of the regular production wage rate (as outlined above) in affect in the their

year of hire, and they will progress through the years as identified below.

New Wage Classification	2010	2011	2012	2013	2014	2015	2016
1st 52 Weeks – 60%	\$19.39	\$19.59	\$19.78	\$19.98	\$20.18	\$20.38	\$20.58
2nd 52 Weeks – 63%		\$20.57	\$20.77	\$20.98	\$21.19	\$21.40	\$21.61
3rd 52 Weeks – 66%			\$21.76	\$21.98	\$22.20	\$22.42	\$22.64
4th 52 Weeks – 69%				\$22.98	\$23.21	\$23.44	\$23.67
5th 52 Weeks – 72%					\$24.22	\$24.46	\$24.70
6th 52 Weeks – 75%						\$25.48	\$25.73
7th 52 Weeks – 78%							\$26.76

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 Tradesperson 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 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.

27.04 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 70 cents per hour. The midnight shift premium payable shall be \$1.10 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.

27.05 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.

27.06 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, 1996 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.

27.07 The Company Reserves the right to introduce the concept of Pay for Performance. This will include, but is not limited to, situations where the Brewery,

Teams or Individual Employees are rewarded monetarily in excess of the Wage Rates listed in 27.01. All aspects of any Pay for Performance program, including but not limited to design, term, employees entitled to participate, amount of compensation, termination rights will be determined by the Company in its sole discretion. The parties agree that notwithstanding any other provision in the collective agreement, no grievances will be filed, processed, commenced or arbitrated concerning any aspect of the Pay for Performance program as its existence, applicability, terms and conditions will be implemented, interpreted and administered by the Company in its sole discretion and therefore any disagreements concerning the program will not constitute a difference between the parties for purposes of the collective agreement and the Labour Relations Act.

SECTION 28

- 28.01 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.

An employee who goes home as a result of illness will have the payment deducted from his sick leave bank. If an employees' sick bank is exhausted there will be no pay for the remainder 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 January 1, 1999, the tool replacement allowance will provide a maximum of \$395.00 per calendar year

Upon ratification of the second year of their program, Apprentices will receive \$115.00 tool allowance 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

- 38.01 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 therefore, 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) he 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) he 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 week's 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, 1988, 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 therefore 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.

38.04 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 re-deployment 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 (8) weeks of benefit entitlement under that Plan, subject to the following conditions:
 - (a) an employee may use the additional eight (8) weeks of entitlement only once during 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 practiced 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.

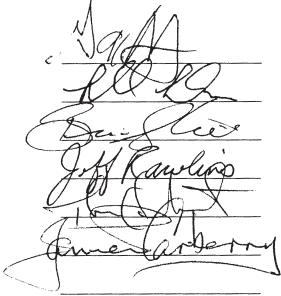
SECTION 43 – TERMINATION CLAUSE

43.01 (a) This Agreement shall be in full force and effect from January 1, 2010 to December 31, 2016 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.

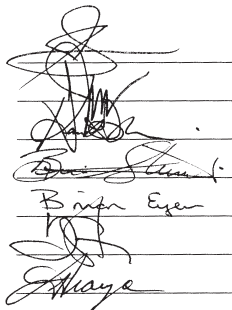
- (b) When such notice has been given by either party bound by this Agreement, the parties shall meet within fifteen (15) days from the giving of the notice or within such further period as the parties may agree upon, and they shall bargain in good faith and make every reasonable effort to make a collective 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:**



Handwritten signatures of Component 325 representatives on a set of horizontal lines. The signatures are written in black ink and include names such as Jeff Rayburn and James Carberry.

**SIGNED ON BEHALF OF
THE COMPANY BY:**



Handwritten signatures of Company representatives on a set of horizontal lines. The signatures are written in black ink and include names such as Brian Egan and Wayne.

GUARANTEED WAGE PLAN

THIS AGREEMENT MADE THIS 11th day of December, 2009.

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, 2000 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.

Employees hired after January 1, 2010 will not be eligible to participate in the guaranteed wage plan in its entirety.

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 Worker's 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 (8) full hours during which the employee earned wages from the Company up to the employee's maximum benefit entitlement set out in Table 'A' below. No credits towards future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefits set out in Table 'A'.

TABLE "A"

<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 $\frac{4}{5}$ ths 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 $\frac{3}{5}$ ths 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 $\frac{2}{5}$ ths 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 $\frac{1}{5}$ th 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 willful falsification of any fact material to the determination of an employee's benefit rights under the Plan shall result in the forfeiture of any benefit rights he 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.






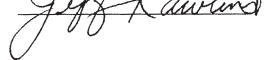
12. Duration of Agreement

This Agreement shall continue until August 31, 2017.

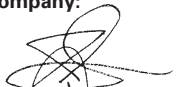
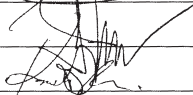


During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than September 1, 2010.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 17th day of March, 2010.

**Signed on behalf of
Component 325:**

**Signed on behalf of the
Company:**



Brian Evers



**Memorandum Re: Molson Breweries Pension Plan
for Hourly Employees in Ontario and Atlantic Canada
(the “Pension Plan”)**

**Provisions Applicable to Members of
the Canadian Union of Brewery and General Workers
– 325 Component of N.U.P.G.E.**

Preamble

This memorandum represents a summary of the pension plan benefits provided during the term of the Collective Agreement effective January 1, 2010 to December 31, 2016.

Part A – Provisions Applicable to All Members

1. Introduction

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

Each Member will receive a certificate showing that he has been registered and enrolled under the Pension Plan.

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

The main provisions of the Pension Plan, including amendments through to and including December 31, 2016 are summarized below. Except as may be noted in Section 12 of Part B, the Pension Plan shall remain unchanged through to and including December 31, 2016.

2. Eligibility and Membership

Those individuals who participated in the Pension Plan prior to January 1, 2010 shall continue to participate in the Defined Benefit part of the Pension Plan, both for their services before 2010 and for their services after 1999.

All employees starting to participate on, or after, January 1st, 2010 will only be able to participate in the Defined Contribution part of the Pension Plan and on the following basis:

Members shall contribute 4% of base hourly wages (up to a maximum of 2080 hours) to the Pension Plan and the Company will contribute a matching amount.

In years 2015 and 2016 members will increase contributions to 5% of base hourly wages (up to a maximum of 2080 hours) to the Pension Plan and the Company will contribute a matching amount.

It is understood that wages shall mean actual earnings for work performed, vacation pay, call-in pay and payments for any leave of absence such as, for example, jury duty, crown subpoenaed witness, bereavement pay and payment of statutory holidays.

A Member entitled to benefits under a disability plan sponsored by the Company or under Worker's Compensation shall be deemed to be in receipt of earnings as determined by the Company. In no event shall earnings for such a Member be less than the annual rate of pay in effect on the Member's date of disablement. For greater clarity, a Member entitled to benefits under a disability plan sponsored by the Company or under Worker's Compensation will not contribute during such period, however, the Company will continue to remit at the rate of

contribution in effect immediately prior to his disability (up to a maximum of 2080 hours per year).

A defined contribution account balance shall be maintained for each member. The account balance will equal total contributions made by the member and the Company on behalf of the member, plus investment earnings.

NOTE: Not to be included as language. All existing temporary employees in the DB part of the pension plan will be offered to have their DB balances commuted and placed in the DC plan.

Part B – Provisions Applicable to Defined Benefit Pension Plan Members

1. Contributions

Members shall contribute to the Pension Plan \$1.12 per hour worked to a maximum of 2080 hours per calendar year. Such contributions will continue until December 31, 2007

Members will not be required to contribute if they have more than 35 years of Credited Service.

It is understood that hours worked shall include work performed, vacation, call-in and leave of absence such as, for example, jury duty, crown subpoenaed witness, bereavement leave and Plant Holidays.

2. Credited Service

Credited Service for periods before January 1, 2000 shall be determined as at December 31, 1999 based on terms of the Pension Plan then in effect.

For service after December 31, 1999, Credited Service shall be computed for each calendar year on the basis of one-tenth of a year for each 208 hours in respect of which Member contributions have been made, where hours shall include work performed, vacation, call-in and leave of absence such as, for example, jury duty, crown subpoenaed witness, bereavement leave and Plant Holidays. Credited Service in any calendar year shall not exceed one year and shall be calculated to the nearest one-tenth of a year.

Once the Payback End Date is reached, Credited Service shall be computed for each calendar year on the basis of one-tenth of a year for each 180 hours. Credited Service in any calendar year shall not exceed one year and shall be calculated to the nearest one-tenth of a year.

Members who are or become totally or permanently disabled, are absent and qualify for benefits under Workers Compensation, the Weekly Indemnity Plan or the Long Term Disability Plan shall continue to accrue Credited Service at the rate in effect at the commencement of the absence, but shall not be required to contribute in accordance with Section 1 of Part B.

In no event shall a Member's Credited Service exceed 35 years.

3. Accrued Retirement Pension

A Member's Accrued Retirement Pension under the Defined Benefit Pension Plan is a monthly amount, subject to adjustment under Section 7 of Part B, equal to the Member's Credited Service multiplied by the applicable lifetime benefit rate, as described in the following table.

For retirements, deaths, or terminations of employment that occur in the period:	Applicable Lifetime Benefit Rate per year of Credited Service
January 1, 2010 to December 31, 2010	\$100.00
January 1, 2011 to December 31, 2011	\$100.00
January 1, 2012 to December 31, 2012	\$100.00
January 1, 2013 to December 31, 2013	\$100.00
January 1, 2014 to December 31, 2014	\$100.00
January 1, 2015 to December 31, 2015	\$100.00
January 1, 2016 to December 31, 2016	\$100.00

4. Full Accrued Retirement

a) Normal Retirement – Normal Retirement date is the first day of the month coincident with or next following age 65.

On retirement at Normal Retirement date, the Member shall be entitled to a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 7 of Part B, equal to his/her Accrued Retirement Pension as determined at the date of retirement.

b) 85 Point Retirement – A Member who retires from active employment and has attained age 55 and accumulated 85 points (age plus Credited Service) may elect 85 Point Retirement. Upon 85 Point Retirement the Member shall be entitled to a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 7 of Part B, equal to his/her Accrued Retirement Pension as determined at the date of retirement.

5. Early Retirement

A Member who retires from active employment who is not eligible for Normal Retirement or 85 Point Retirement, and

has attained age 55 and completed two years as a Member of the Pension Plan may elect Early Retirement. Upon Early Retirement the Member shall be entitled to a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 7 of Part B, equal to his/her Accrued Retirement Pension as determined at the date of retirement reduced by one-third of 1% for each month by which his/her Early Retirement date precedes his/her Normal Retirement date.

6. Disability Retirement

A Member who has attained age 50 and who has completed 10 years of service, who becomes disabled, may elect Disability Retirement. Upon Disability Retirement the Member shall be entitled to receive a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 7 of Part B, equal to his/her Accrued Retirement Pension as determined at the commencement of disability.

In addition to receiving his/her Accrued Retirement Pension, upon Disability Retirement the Member will also receive a supplementary benefit of \$14.00 per month multiplied by the number of years of Credited Service. The supplement is payable to the earliest of Normal Retirement date, the death of the Member or the date the employee is eligible to receive a statutory disability or retirement benefit.

7. Joint and Survivor Pension (for the defined benefit part of the pension plan)

A Member who retires with an eligible spouse shall receive a joint and survivor pension unless the Member and spouse deliver to the Plan Administrator a written waiver of such entitlement, in the prescribed form and within the twelve month period immediately preceding retirement.

Unless the joint and survivor pension is waived, the Member's lifetime pension shall be reduced by 10% and, upon the Member's death, his/her eligible surviving spouse shall receive a pension equal to 60% of the lifetime pension being paid to the Member immediately prior to his/her death and shall continue throughout the remaining lifetime of the spouse. Further, the lifetime pension shall be subject to actuarial reduction to the extent the spouse is more than 10 years younger than the Member.

Provision applicable to the Defined Benefit part of the Pension Plan

Effective January 1, 2010, the 10% reduction for the survivor spouse protection referred to in the above paragraph will be amended as follows:

Year of retirement	Reduction Factor	Additional Lump sum
2010	0%	\$ 0
2011	8%	\$20,000
2012	6.5%	\$17,500
2013	5%	\$15,000
2014	3.5%	\$10,000
2015	2%	\$ 5,000
2016	0%	\$ 0

In case of a resignation and/or termination of employment the Reduction Factor remains 10%. However, as of January 1, 2016 the reduction is eliminated in its entirety.

8. Benefits on Death before Retirement

If an active Member dies after age 55, his/her eligible spouse shall receive an immediate pension from the Pension Plan equal to 50% of the Member's Accrued Retirement Pension as determined at the date of the Member's death.

In no event shall the Member's beneficiary or eligible spouse, as applicable, receive less than 100% of the value of the vested benefits earned in respect of service on or after 1986 plus a refund of contributions in respect of service before 1987.

9. Benefits on Death after Retirement

If the death of a Member occurs after his pension has commenced, any benefits due in accordance with the retirement option elected by the Member at retirement shall be paid to his eligible spouse or beneficiary.

10. Escalation of Benefits

For retirements or other terminations of employment occurring after 1999, there is no commitment to escalate pension benefits.

The Board of Directors of Molson Canada may, in its sole and absolute discretion, provide *ad hoc* increases to pensions in payment.

11. Termination of Employment (Vesting)

Upon termination of employment prior to attaining age 55 but after completing two years as a Member of the Pension Plan, a Member shall be entitled to a pension from the Pension Plan, subject to adjustment under Section 7 of Part B, commencing on his/her Normal Retirement date and equal to his/her Accrued Retirement Pension as determined at the date of termination of employment.

12. Other Provisions

- a) As at December 31, 1999 a number of Members already in receipt of pension have entitlement to unmatured crossover benefits to be determined once they reach age 65. These entitlements are currently described in

Section 6.08 of the Pension Plan. Effective December 31, 1999 the Pension Plan will be amended to provide such Members a one-time irrevocable election when they reach age 65 to either:

- 1) Have his/her pension increased, if applicable, such that the new pension payable from the Pension Plan, when added to the maximum monthly pension payable under the Canada Pension Plan for an individual then retiring at age sixty-five years, produces the following monthly amount:

Date Age 65 is Reached	Monthly Amount
January 1, 2000 to December 31, 2000	\$ 2,451
January 1, 2001 to December 31, 2001	\$ 2,501
January 1, 2002 to December 31, 2002	\$ 2,551
January 1, 2003 to December 31, 2003	\$ 2,601
January 1, 2004 to December 31, 2004	\$ 2,651
On or after January 1, 2005	\$ 2,701

If the Member had completed less than 30 years of Credited Service, the new pension payable from the Pension Plan as determined above, shall be multiplied by the ratio that the Member's Credited Service bears to 30 years.

If the Member elects this option 1) then his pension will continue to be escalated in accordance with the provisions of Section 6.10 of the Pension Plan as those provisions existed immediately prior to December 31, 1999.

- 2) Have his/her pension increased, if applicable, such that the new pension payable from the Pension Plan is equal to the Member's Credited Service at

retirement (to a maximum of 30 years) multiplied by an applicable lifetime benefit rate from Section 3 of Part B. The lifetime benefit rate shall be chosen as the rate applicable to a Member then retiring in the year the Member entitled to crossover attains age 65.

If the Member elects this option 2) then his pension will cease to be escalated and will be subject to Section 10 of Part B.

The cost of the Company providing this election opportunity to Members with unmatured crossover entitlements will be paid for by supplemental Member contributions in addition to those defined in Section 1 of Part B. Between January 1, 2000 and December 31, 2002, Members shall make a supplemental contribution to the Pension Plan of \$0.20 per hour worked to a maximum of 2080 hours per calendar year. Members will not be required to contribute if they have more than 35 years of Credited Service. Hours worked shall be as defined in Section 1 of Part B.

- b) In no event will retirement benefits or contribution amounts exceed the limits for registered pension plans prescribed by Revenue Canada.

WELFARE BENEFITS

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

1. Life Insurance and Accidental Death and Dismemberment Insurance

Effective January 1, 2010, the insurance coverage will be \$95,000.00 for employees actively at work.

Employees not actively at work 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 \$7,000.00. There will be a provision for an annual re-instatement of up to \$800.00 at the beginning of each calendar year, if required, to restore such lifetime maximum to the level of \$7,000.00.

3. Major Medical

Effective January 1, 2010, the expense benefits provisions of the Major Medical Plan will provide an annual reinstatement of up to \$6,000.00 at the beginning of each calendar year if required to restore the maximum to the level of \$25,000.00.

	<u>Deductible</u>	
	Single	Family
Effective January 1, 2000	\$15	\$25
Effective January 1, 2001	\$20	\$30
Effective January 1, 2002	\$25	\$35
Effective January 1, 2003	\$30	\$40
Effective January 1, 2004	\$35	\$45
Effective January 1, 2005	\$40	\$50

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.

The aforementioned 26-week period will consist of a combination of Employment Insurance sick benefits coupled with a sub plan "top up" which will equate to 70% of employees regular earnings. Employees will utilize fifteen (15) weeks of Employment insurance sick benefits and eleven (11) weeks of the weekly indemnity benefits.

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 Worker's 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 Part "B", Section 4, 5, or 6 shall have continued at Company expense the following:

1. Life Insurance – \$7,500.00
2. O.H.I.P. (until age 65).
3. Major Medical Plan.

7. Vision Care

The Company will arrange for a standard vision care plan to provide the following:

- Coverage for employees and dependents
- Maximum of \$250.00 per person per twenty-four

(24) month period. Which employees will have the option of applying to corrective vision and/or eye examinations.

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.

9. Chiropractic, Massage and Audio

Services of a chiropractor – an annual maximum of \$300.00 per calendar year.

Massage Therapist services – reasonable and customary charges up to \$300.00 per calendar year.

Hearing Aid Benefit – \$500.00 maximum for hearing aid(s) in any three (3) year period. Covered expenses include charges for cost installation, repair and maintenance, batteries for hearing aid or aids.

Audiologist – reasonable and customary charges up to \$300.00 per calendar year.

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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.

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.

The following is the maximum number of men per week to be 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. A third week of summer

vacation will be offered to employees from available unused weeks, by seniority.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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

With regard to all sub-departments within the Brewing Department, in each of these areas, twenty percent (20%) of the regular employees will be allowed to take vacation at one time.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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 (or part thereof) actually worked as a regular tradesman.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

**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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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 enroll 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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

Effective January 1, 1991, the elected President of Component 325 will be paid the equivalent of the Maintenance Tradesperson rate as defined in Section 27 – Wage Rates.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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

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 as defined in B.4 (a), the following conditions shall govern such employment and be added to the Collective Agreement.

1. So long as he continues to be employed, the employee will continue to accrue credited service in accordance with section B.2 until December 1st of the calendar year during which he reaches his seventy-first (71st) birthday, but not beyond the 35 years maximum.
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 December 1st of the calendar year during which he reaches his seventy-first (71st) birthday, whichever shall first occur (the "Pension Date").

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

**Re: Determining Qualifications
in Section 10 and Section 13 of Collective Agreement**

An employee will be found to be qualified for a job if he is able to perform all duties of the job immediately. If a training period of less than thirty (30) days would be sufficient to provide an employee the minimum requirements to perform the job reasonably, the said employee will be given the opportunity to become qualified within that period for the purpose of these clauses.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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 Stock hold/WMS Inventory and Warehouse Repack and 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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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) providing the Company's operations are not adversely affected.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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, 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:

Jody Sawchuk
Manager, Human Resources

FOR THE UNION:

Glen Hamilton
President, Component 325

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
RE: APPRENTICESHIP PROGRAM

The Company agrees to complete its current apprenticeship program.

In recognition of a multi skilled environment, immediately following ratification the BM/UE will review the Brewery's future needs to establish the number and type of apprentices required for the duration of the Collective Agreement.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

Re: Apprentice Seniority

As agreed in 1992, the following will apply:

This will confirm our verbal understanding regarding placement on the Maintenance seniority list of those employees enrolled in the Apprenticeship Program. It is understood that this understanding overrides the provisions of the Collective Agreement and, in particular, Articles 11.01 and 11.02.

The following agreement applies for purposes of job posting, shift assignment, removal from the Maintenance Department for lack of work and vacation selection but will not affect the exercise of his ordinary seniority rights in other departments. We have agreed that any apprentice whose seniority transfers to the Maintenance Department from another department, will be placed at the bottom of the Maintenance Department seniority list as of the first day that he commenced to work in the Maintenance Department regardless of his ordinary seniority date.

For all other purposes however, the employee's ordinary seniority shall govern.

If the above accurately reflects our agreement,
please sign two copies of this letter and return them
to me.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

**RE: Scheduling of
Bottling/Canning/Palletizing/Shipping Employees**

The Company agrees that it will endeavor to assign employees to work groups based on their expressed preference and seniority. In stating their preference, employees will be expected to learn and demonstrate the core operational aspects of all jobs within that work group. The employee will be assigned to a single job selection within the work group giving consideration to seniority, skills, and training. After the 2010 job picks have been completed, this process will be conducted thereafter on a biennial basis. The BM/UE will annually review individual, work group and departmental skill needs and requirements to determine potential changes to work group preference and job selection.

Weekly scheduling will be done based on the above mentioned work group preference and job selection. It is understood that absenteeism, vacation, shift level variations and training activities will affect the Company's ability to accommodate the employee's preference and selection. With the intent of maintaining work group stability and minimizing employee movement, the BM/UE will develop guidelines which will be followed by the Supervisor to deal with daily adjustments to the schedule.

If a new job is established in a work group, employees within that work group will be able to re-select their jobs in accordance with seniority. If a new work group is established, employees will be given the opportunity to transfer into the work group based on a process established by the BM/UE.

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

Yours truly,

Jody Sawchuk
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 Toronto 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.

It is agreed that the terms of this Letter of Agreement will supercede the provisions of the Collective Agreement where necessary to give it effect and / or in the event of any conflict between this Letter and the Collective Agreement.

1. Hours of Work

- a) The normal hours of work for employees assigned to the Week-end Crew (W.E.C.) will be twelve and one quarter ($12 \frac{1}{4}$) hours per day starting or finishing on either Saturday or Sunday. The normal work week will be twenty-four and one half ($24 \frac{1}{2}$) 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) Regular 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 and one half (24 ½) hours actually worked on the W.E.C..

2. Employee Staffing

The Company shall determine the staffing of the W.E.C., i.e. whether it will be staffed with all regular employees , all temporary employees, or a mix of each, and it may change the staffing mix from time to time as it deems appropriate.

3. Eligibility / Qualifications

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

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

Regular 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.

A regular 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 non-occupational accident will be paid in accordance with the collective agreement.

If a regular 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 and one quarter (12 $\frac{1}{4}$) consecutive hours, such may be necessary in emergency situations. Daily overtime worked in excess of three (3) hours will be paid at the rate of double time. Treatment of W.E.C. employees will be specifically outlined in the departmental overtime guidelines.

Overtime premium rates will only apply to hours worked as follows:

- (a) over 24 regular hours worked for employees scheduled on a 2 shift WEC work week

For the overtime qualification above a regularly scheduled work week is agreed to include: bereavement, union business, jury duty, lieu days, pre-approved LOA's and sick leave in excess of the agreed upon sick bank only when accompanied by a valid doctor's note. When required the Brewery Management Team (BMT) will declare inclement weather days.

7. Bereavement

Should a regular 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 (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

Regular 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

Regular 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. Notwithstanding Article 27.01 and the temporary employee wage rate increase set out in the Letter on page 126 of the Collective Agreement, temporary employees will be paid at the straight time hourly rate of \$14.00 for all scheduled hours worked, effective January 1, 2000 to December 31, 2001. This wage rate will be increased by \$0.25 on January 1st, 2002, 2003, 2004 and 2005.

11. Shift Premium

Regular 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.

**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 WEEK-END CREW (W.E.C.)

It is agreed that the terms of this Letter of Agreement will supercede the provisions of the Collective Agreement where necessary to give it effect and / or in the event of any conflict between this Letter and the Collective Agreement.

1. Hours of Work

- a) The normal hours of work for employees assigned to the skilled trades W.E.C. will be thirty-two and three quarters ($32 \frac{3}{4}$): twelve and one quarter ($12 \frac{1}{4}$) hours per day on each of Saturday and Sunday (paid at the W.E.C. rate), plus one (1) additional eight and one quarter ($8 \frac{1}{4}$) 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) Regular 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:

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

for each thirty-two and three quarter (32 $\frac{3}{4}$) hours actually worked on the W.E.C.

2. Employee Staffing:

The Company shall determine the staffing of the W.E.C., i.e. whether it will be staffed with all regular employees, all temporary employees, or a mix of each, and it may change the staffing mix from time to time as it deems appropriate.

3. Eligibility / Qualifications:

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

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

Regular 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.

A regular 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 regular 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 and one quarter (12 ¼) 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. Treatment of W.E.C. employees will

be specifically outlined in the departmental overtime guidelines.

Overtime premium rates will only apply to hours worked as follows:

- (a) over 32 regular hours worked for employees scheduled on a 3 shift skilled trades WEC.

For the overtime qualification above a regularly scheduled work week is agreed to include: bereavement, union business, jury duty, lieu days, pre-approved LOA's and sick leave in excess of the agreed upon sick bank only when accompanied by a valid doctor's note. When required the Brewery Management Team (BMT) will declare inclement weather days.

7. Bereavement

Should a regular 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).

8. Plant Holidays

Regular 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

Regular 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. Notwithstanding Article 27.01 and the temporary employee wage rate increase set out in the Letter on page 126 of the Collective Agreement, temporary employees will be paid at the straight time hourly rate of \$21.50 for all scheduled hours worked, effective January 1, 2000 to December 31, 2001. This wage rate will be increased by \$0.25 on January 1st, 2002, 2003, 2004 and 2005.

11. Shift Premium

Regular 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

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.

**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 MODIFIED WORK WEEK (M.W.W.)

It is agreed that the terms of this Letter of Agreement will supercede the provisions of the Collective Agreement where necessary to give it effect and / or in the event of any conflict between this Letter and the Collective Agreement.

1. Hours of Work

- a) The normal hours of work for employees assigned to the Skilled Trades M.W.W. will be forty one (41): ten and one quarter ($10 \frac{1}{4}$) hours per day on each of Tuesday, Wednesday and Thursday, plus one (1) additional ten and one quarter ($10 \frac{1}{4}$) hour day, on either Monday or Friday. Management retains the right to determine the Monday and Friday shift assignment.
- b) If the Company determines it to be feasible to schedule the M.W.W. with "twelve hour" shifts and there are sufficient volunteers to work this shift, then the normal hours of work for employees will be thirty-six and three quarters ($36 \frac{3}{4}$) and forty-five (45) hours occurring on alternate weeks: twelve and one quarter ($12 \frac{1}{4}$) hours per day on each of Tuesday, Wednesday and Thursday, plus one (1) additional eight and one quarter ($8 \frac{1}{4}$) hour

day occurring every other week, either Monday or Friday. Management retains the right to determine the Monday and Friday shift assignment.

c) Regular employees assigned to the M.W.W. will be credited with actual hours worked on the M.W.W. for provisions of the current Collective Agreement with respect to:

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

Temporary employees assigned to the M.W.W. will be credited with one (1) working day for each full eight and one quarter (8 ¼) hours worked for purposes of the letter on page 126 of the Collective Agreement.

2. Employee Staffing:

The Company shall determine the staffing of the M.W.W. , i.e. whether it will be staffed with all regular employees, all temporary employees, or a mix of each, and it may change the staffing mix from time to time as it deems appropriate.

3. Eligibility / Qualifications:

The Company will post a notice annually and solicit the names of those regular employees who wish to be considered for inclusion in the M.W.W. to the extent that the Company decides to utilize regular employees.

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 M.W.W. If there are insufficient applications by regular employees for the M.W.W., the junior employee will be assigned.

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

4. Vacation

Regular employees working on the M.W.W. shall be allowed to take vacation during the effective period of the M.W.W. schedule, as per the collective agreement.

5. Sick Pay

Regular employees on the M.W.W. 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.

A regular employee on the M.W.W. 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 regular 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 and one quarter (12 ¼) consecutive hours, such may be necessary in emergency situations.

For each M.W.W. 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.

Treatment of M.W.W. employees will be specifically outlined in the departmental overtime guidelines.

Overtime premium rates will only apply to hours worked as follows:

- (a) over 36 regular hours worked for employees scheduled on the first week of their modified work week (M.W.W) schedule
- (b) over 45 regular hours worked for employees scheduled on the second week of their modified work week (M.W.W) schedule

For the overtime qualification above a regularly scheduled work week is agreed to include: bereavement, union business, jury duty, lieu days, pre-approved LOA's and sick leave in excess of the agreed upon sick bank only when accompanied by a valid doctor's note. When required the Brewery Management Team (BMT) will declare inclement weather days.

7. Bereavement

Should a regular 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.

8. Pay Day

Regular employees on the M.W.W. shall receive their pay during their regular working hours on Thursday.

9. Compensation

Employees working on the M.W.W. will be paid at the straight time hourly wage rate for all scheduled hours worked.

10. Shift Premium

Employees on the M.W.W. shall be paid an additional 53 cents per hour for all hours worked on the 12 hour shifts.

11. 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.

12. Implementation:

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

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

Re: Retail Store Transition

During negotiations leading to the renewal of the Collective Agreement the parties agreed to the following terms and conditions in connection with the use of temporary employees in the Retail Store.

The Retail Store will be staffed by temporary employee(s).

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.

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.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

During negotiations leading to the renewal of the current collective agreement the parties agreed to the following terms and conditions in connection with the following:

Commitment to Learning

For an Organization to really change, it must Learn to change. It must implement ways to explore and identify opportunities to change, designing how the organization will respond to this opportunity to change, and helping the people within the organization make this transition from the old to the new. In short, it must become a Learning Organization. Training is a tool to help people learn.

During negotiations the Union raised, with the Company, the need for a serious commitment to Training by the Company. Training is essential to all employees in order to successfully implement and sustain the changes that are required in becoming a "World Class Brewery".

Both parties recognize that a "Training System Standard" needs to be jointly developed and implemented. This Training Standard will serve as the foundation for the BM/UE to develop and implement a Training Plan for the Toronto Brewery.

The primary reason for providing training is to assist Toronto in achieving its business goals and to improve organizational and individual performance.

In order to demonstrate the Company's commitment to Training, a minimum of 4 % of all hours worked by Union Members will be dedicated to Training every year, for the term of this agreement. Any additional needs for training will be justified on a "Return" basis and will be discussed at the Brewery Steering Committee (BSC).

January 1, 2010

During negotiations leading to the renewal of the current collective agreement the parties agreed to the following terms and conditions in connection with the following:

Learning Transition

All operators and trades within the Molson Toronto Brewery will continually strive to become a highly Reliable “World Class Brewery”. Both parties recognize that the implementation of a “World Class Manufacturing Environment” is essential in achieving that objective.

The Company recognizes that, as the organization transits towards becoming a “World Class Brewery”, operators and trades will need tools and support in order to learn and apply new skills, and contribute to their full potential.

In order to get full commitment from operators and trades in going through this intense phase of changes, the Company recognizes that utilizing operators and trades in the performance of new tasks, will not result in any regular maintenance employees losing his employment within the maintenance department or any other regular employee losing his employment with the Brewery.

Both parties recognize that this commitment to change by all employees is the best strategy to implement in order to attract more volume for the Toronto Brewery, and sustain employment.

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: Work Out Facilities

This letter outlines the company's commitment to provide suitable workout facilities for the Toronto brewery employees under the following terms:

- The work out facilities will be located in the Pub building
- The work out facilities will be self administered.
i.e. no headcount increase related to the establishment of this work out facility
- A union / management committee will work jointly on the details of the work out facility

Should, for any reason, there be a requirement to relocate the work out facilities, the Company and Union will discuss its new location.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

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

This will confirm our understanding at negotiations regarding the movement of employees across departmental boundaries in order to achieve a true flow to work in the daily operations. Flow to work across departmental boundaries will ensure that our quality is not compromised, the highest level of customer service is attained and operational efficiencies and costs are met.

The following was agreed to with regards to Kegging, Warehouse and Packaging flow to work without a premium penalty.

1. When an operational need exists for full goods to be removed from the Palletizer discharge conveyors Shipping employees shall flow to work and assist the Packaging employees in moving product to prevent quality issues or ensure that efficiency and productivity are not affected. Non Palletized product may be removed from Palletizer collection areas by shipping operators for the purposes of repacking or re-working.
2. When kegs are required for loading in the warehouse, employees from the warehouse will flow to work in

the keg room to retrieve staged kegs that are required to meet the customer demand and ensure on time delivery when Keg room employees are not on shift. If kegs are not staged then the Warehouse Operator will retrieve the required number of kegs to meet the customer demand and ensure on time delivery.

3. Warehouse cleaner may, as required, operate the scrubber across departmental boundaries to correct unsafe situations when the bottle shop has no cleaner on shift.
4. Employees in warehouse may perform inventory counts as part of their normal scope of duties, if needed, in the keg room if the kegging employees are not on shift, and/or, are not able to perform the duties in a timely manner.
5. When operationally feasible employees from Packaging, Kegging and/or Warehouse may flow to work to perform re-work, or re-pack of "hold beer" to ensure quality standards are met and the beer is shipped as fresh as possible to our customer(s).

Other situations may arise where flow to work opportunities may arise. These situations will be discussed at the BMUE.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: Retiree's Spousal Benefits

The Company will provide the spouse of a member who retires under the Pension Plan on or after January 1, 2004 and who is in receipt of a joint and survivor pension, with continued coverage under the Pensioner Major Medical Plan after the member's death.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: Lost Credited Service

Effective December 1, 2003, those active employees who were employed as regular employees in 1997 will have their credited service for 1997 increased, where necessary, to one full year.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

Not to be included in the Collective Agreement
Re: Air Conditions in the Brewery

The BMUE will regularly discuss and assess environmental conditions within the Brewery. Any remedy to these conditions shall be undertaken by mutual agreement.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

World Class Manufacturing (WCM)

MolsonCoors Toronto Brewery will operate in an environment defined by World Class Manufacturing (WCM). In this environment, all employees understand their individual contributions to achieving the overall business results.

Employees will work in stable, self-sufficient Teams which include Operations and Maintenance employees as well as a Team Leader. The Team Leader supports the other members of the Team from the standpoint of direction-setting, coaching, performance management and leadership. The primary responsibility of the Team is to make, pack or ship beer or support someone who does to achieve our business results. Teams will be multi-functional and multi-skilled and will have the necessary skill mix needed to deliver their daily production expectations. In this structure, individuals will support the entire Team by “flowing to the work” necessary to meet the Team expectations. The Team will be fully involved in key decisions affecting their area. Accurate, fact-based and timely information will be communicated and will form the basis for these decisions.

Training will be an integral and ongoing part of WCM. Technical (operations and maintenance), Administrative, and Relationship skills will be developed and maintained by each

Team member. Additionally, Team members (Operations and Maintenance) will learn the core responsibilities of every job in their Team to enhance work flexibility within the Team. To ensure that the training and development needs are satisfied, every Team member will be responsible to have an up-to-date Personal Development Plan. Skill development and training will be based on business need, skill, and ability.

Based on the above guiding principles, Team members will:

- receive skills training on operations, maintenance, and administration
- perform machine adjustments
- perform machine changeovers
- perform process control, including measurement and adjustment
- perform quality checks
- perform preventative maintenance, including lubrication
- perform routine maintenance with support as required by Maintenance
- perform line coverage maintenance with support as required by Maintenance
- troubleshoot and problem solve issues affecting their area
- plan, coordinate and execute work orders
- enter operation/maintenance information into the computer
- perform auditing, including safety, quality, maintenance
- train other employees and team members
- take individual ownership for the key functional responsibilities (i.e. productivity, quality, safety, maintenance, customer service, training and administration) specific to the Team
- attend all Team meetings
- perform advanced technical functions to support process, quality, safety and customer needs

The Team will:

- ensure representation on all key functional responsibilities
 - quality, safety, maintenance, training and administration
- track, monitor and communicate Team results related to key functional responsibilities
- satisfy internal/external customer requirements
- administer manpower scheduling, overtime allocation, and internal Team group rotation (within the guidelines of the collective bargaining agreement)

The specific tasks and duties are not intended to completely identify all potential activities related to the new environment. New tasks and duties may arise which are fundamentally aligned with the guiding principles of WCM.

Jody Sawchuk
Manager, Human Resources

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: Leave of Absence

On compassionate grounds or upon slackness of business, an employee may be granted a leave of absence upon written application to the Company, provided such leave does not unnecessarily affect the operation of his/her department.

Such leave of absence shall be no bar to re-employment in his/her former position and to his/her seniority upon return.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
Retirement Incentives

During the 2009 negotiations the Parties entered into discussions surrounding retirement incentives. The following was agreed to regarding regular employees who meet the 85 point criteria (years of credited pension service + years of age = 85) and who are at least age 55, and subsequently choose to voluntarily retire at any time starting January 1, 2010 and the expiry of the Collective Agreement.

- 1) Effective January 1, 2010, and up to and including December 31, 2016, a \$30,000 retirement incentive will be offered to all regular employees who have already reached, or will reach, 85 points during the course of this collective agreement.
- 2) Employees will be notified by the Company in writing six (6) months prior to, (and they will also be notified through their annual pension statements) of their 85 point attainment date (also referred to as the earliest unreduced date).
- 3) Upon ratification of this agreement employees that have attained 85 points and are eligible to retire at any time prior to December 31, 2009 will have up to January 31st,

2010 to notify the Human Resources Department, in writing, of their intent to retire.

- 4) For the employees who elect to retire as per point 3) above, the Company will determine when these employees will be able to be released from his/her duties. There will be three (3) windows that employees will be able to be released and they are as follows:

January 1st, 2010 33.3% of eligible Local 325 employees

February 1st, 2010 33.3% of eligible Local 325 employees

March 1st, 2010 33.3% of eligible Local 325 employees

Releases will be arranged and approved on a volunteer "first come first serve" basis, and then if required, by seniority.

- 5) Employees attaining 85 points and who are at least age 55 at any time after January 1, 2010 will be required to retire on the first day of the first month following his/her first eligibility of the 85 point date in order to be eligible to receive the \$30,000 retirement incentive.
- 6) The \$30,000 payment will be applicable to all regular tax deductions.
- 7) If applicable, an employee will have the option of investing the \$30,000 payment in an RRSP.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

**Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5**

Dear Mr. Hamilton:

**LETTER OF INTENT
Area or Line Support roles**

This will confirm our understanding at negotiations with respect to the shift based Area or Line Support roles identified to contribute to the Toronto Brewery's improved performance.

Support activities may include but are not limited to: the team leader, team member training, material staging and receipt, administrative tasks, maintenance, quality and 5S.

Area or Line Support operators may be used to backfill team members for any daily absence or any absence outside of the company's control when it is not feasible to use temporary employees or students.

It is agreed that the team and all the team members will be responsible for the items described above.

These positions will be posted for a (2) two year period and will be reviewed annually by the BMUE.

The number of positions discussed and agreed to are as follows:

- **3 in Brewing,**
- **5 in Warehouse**
- **2 in Maintenance**
- **And 1 per Team Leader in Packaging**

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
Compressed Work Week

This will confirm our discussions during negotiations on a compressed work week implementation in the Toronto Brewery.

It is recognized that a compressed work week may not be suitable for all areas and will only be justified by production demand.

However, as operating teams improve their performance they may identify additional opportunities to reduce either direct or indirect operating costs by implementing a new shift schedule.

The implementation of a compressed work week arrangement would necessarily be on a trial or preliminary basis and will require mutual agreement between the Company and the Union.

Employee participation in a compressed work week arrangement would be on a voluntary basis and an evaluation of the impact on our employee's quality of life would be a component of the trial process.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

LETTER OF INTENT
Not to be included in the Collective Agreement
RE: TEMPORARY EMPLOYEES
– WAREHOUSE DEPARTMENT

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 in the warehouse department for the duration of this collective agreement. The company will commit * to and maintain a minimum number of sixty (60) regular employees.

It is agreed that the terms of the Letter will override the provisions of the Collective Agreement where necessary. The use of temporary employees will not result in a regular employee being laid off from employment or cause the layoff from employment of another regular employee currently in the bargaining unit.

Accordingly, we have agreed that this Letter forms part of the Collective Agreement and that this letter will terminate on December 31, 2016 unless the parties agree to renew it.

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 one of the sixty (60) regular employees. 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.

*Note: * based on current volume levels in the Toronto Brewery and warehouse and the present state of technology in the Department. In the event that volume levels experience a significant decrease from the present levels, or the Company introduces new or modified equipment which significantly alters manpower requirements in the warehouse, this commitment will no longer be binding.*

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

January 1, 2010

Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5

Dear Mr. Hamilton:

Letter of Understanding
RE: Article 13.07 – Janitorial Position

The purpose of this letter is to confirm our agreement reached during negotiations regarding the Janitors position.

The parties agree that article 13.07 will be eliminated on a go forward basis. However, the current regular incumbent employee will remain in the position until retirement, at which point the position will no longer exist.

Yours truly,

Jody Sawchuk
Manager, Human Resources

For the Company

For the Union

**Mr. Glen Hamilton, President
Component 325
1 Carlingview Drive
Toronto, Ontario
M9W 5E5**

Dear Mr. Hamilton:

**LETTER OF INTENT
Facilites Maintenance Operations (FMO)
and Control Technicians (CT) positions.**

The purpose of this letter is to confirm our agreement reached during negotiations regarding the Facilites Maintenance Operations (FMO's) and Control Technicians (CT's) position(s).

The Company and the Union have agreed to the following:

- **4 Facilites Maintenance Operations (FMO) positions**
- **4 Control Technicians (CT's)**

Yours truly,

**Jody Sawchuk
Manager, Human Resources**

For the Company

For the Union

2011

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2018

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S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S														
	1	2	3	4	5	6						1	2	3							1													
7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

2019

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5							1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			1	2	3	4								1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

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