

A G R E E M E N T

BETWEEN



BREWERY, MALT AND SOFT DRINK WORKERS

LOCAL 304, BRANCH 1

AND



Labatt

LABATT'S ONTARIO BREWERIES

DIVISION OF LABATT BREWING COMPANY LIMITED

(LONDON PLANT)

LONDON - CANADA

1991 - 1992 - 1993

ENTERED

SOURCE	C.O.		
EFF.	91	01	01
TERM.	94	08	31
No. OF EMPLOYEES	375		
NO. MRE D'EMPLOYÉS	L.W.		

00670 (03)

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AGREEMENT entered into as of the 2nd day of February, 1991.

BETWEEN

Local 304, Branch 1 of London, Ontario, of the Brewery, Malt and ~~Soft Drink~~ Workers, chartered by the Canadian Labour Congress,

(hereinafter called the "**Union**"),

Party ~~of~~ the First Part

and

Labatt's Ontario Breweries, Division of Labatt Brewing Company Limited (London Plant),

(hereinafter called the "**Company**"),

Party of the Second Part

WITNESSETH.

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

SECTION 1

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

1.02 Wherever the masculine is used in this Agreement, it shall be considered as if the feminine has been used where the context of the party or parties hereto so requires.

SECTION 2

2.01 The Company recognizes the Union as the sole collective bargaining agent for those of its employees listed and classified under the clause entitled "Wage Rates and Classifications" in this Agreement. New Classifications may be added from time to time when mutually agreed between the parties hereto.

2.02 The Company agrees that the Union may have the assistance of representatives from outside its own local in any negotiations or discussions between representatives of the parties hereto, provided that all such representatives are approved by Local No. 304.

2.03 Those men not members of the bargaining unit shall not do the work of any employee covered by this Agreement unless with the consent of the Union.

SECTION 3 – DISCRIMINATION

3.01 The Company and the Union agree there shall be no discrimination against any employee because of his race, colour, **sex** or religious creed.

SECTION 4 – MANAGEMENT FUNCTIONS

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

SECTION 5 – UNION SECURITY

5.01 All employees in the bargaining unit are required to remain members of the Union in good standing for the duration of this Agreement as a condition of employment.

5.02 All new employees shall be called Probationary Employees or Seasonal Employees. Probationary Employees are required to become members of the Union after being employed for a period of ninety (90) working days. In the case of a Probationary Employee with broken service, this broken service will be allowed to accumulate over any 12 month period. If a Probationary Employee is acceptable to the Company and the Union, he shall be made a Permanent Employee upon the completion of ninety (90) working days, as outlined above.

- (1)** The present system for the assessment of new employees will continue to operate as it has but that in recognition of certain concerns with this present system there will be more involvement and dialogue between the Supervisor and the employee. Where the Probationary Employee has, during his period of evaluations, a reporting relationship to more than one supervisor, then all supervisors for whom he has worked shall collectively make his probationary assessment.

(2) All employees hired during the period defined as April 1 to September 15, inclusive, shall be classified as "SEASONAL EMPLOYEES", (except for persons hired in the Maintenance Mechanic classification who shall be classified as probationary employees) and all persons hired within this classification shall cease to be employees of the Company on or before the 30th of September next following. Persons classified as "SEASONAL EMPLOYEES", shall be paid the rate of pay as specified by the Collective Agreement and shall, in addition, be entitled to receive certain benefits pursuant to the Statutory Holiday and Vacation provisions of the Collective Agreement but shall have no other entitlements under the Collective Agreement nor shall they be permitted to change their employment status.

A Seasonal Employee who may, after September 30th be reemployed by the Company as a Probationary Employee shall not have any of his days worked as a Seasonal Employee applied against days to be accumulated for purposes of Probationary Status and for purposes of determining Probationary Status his first day of work as an Employee shall be deemed to be his first day of work with the Company.

(3) It is understood that for periods of unusual production demands outside the Seasonal period, the Company and the Union agree to consider hiring Seasonal Employees on a short term basis.

(4) A Probationary Employee who has completed 60 days or more of work in any 12 month period shall have acquired a right of recall in the event of lay off. Such right to recall shall be based on days worked of all Probationary Employees so that the employee with more days worked shall be the first to be recalled. Such right to recall shall be revoked for the following reasons:

- (a) Where the total lapsed time between the last day of work and the period of time during which the lay off continues exceeds twelve (12) months and/or;

- (b) The company's assessment of work performed by the employee is not suitable. Where such assessment is not satisfactory then the company shall advise the Union as to the reasons for the termination of employment prior to the layoff of the employee.
- (5) A Probationary Employee who has completed 60 days or more of work in any 12 month period and may be subject to lay off on account of a lack of work shall be laid off in accordance with the number of days he has worked compared with the number of days worked of other Probationary Employees to the effect that the Probationary Employee with the most days worked shall be the last to be laid off.
- (6) In the event that the company terminates the services of a Probationary Employee who has worked more than 60 days in any 12 month period for reasons of being unsatisfactory then the company shall notify the employee and the Union of such reasons.

HIRING PRACTICES

5.03 In the matter of employment, the Company will give unemployed members of the Brewery, Malt and Soft Drink Workers Union, Local 304, Branch Local #1, who are in good standing with the Union and competent to perform the work, preference in employment.

5.04 Upon the employment of Probationary Employees or Seasonal Employees the Union shall issue to each such employee upon payment of the required fee, a Union Permit Card.

CHECK OFF

5.05 The Company will continue, as agent for the Union, the present voluntary revocable dues deduction agreement and all Union dues and assessments shall be deducted from each weekly pay cheque. Such monies collected shall be paid to the Secretary-Treasurer of the Union, not later than the 10th day of the month following the month in which the deductions were

made, accompanied with the list of the names of all employees for, and in behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of staff shall also be forwarded to the Secretary-Treasurer of the Union.

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

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

SECTION 6 - UNION ACTIVITIES

6.01 If the Union will give the Employee Relations Manager twenty-four (24) hours notice of Union Executive meetings, he will arrange to have at least one Executive member from each of the five departments released from work to attend the meeting.

SPECIAL LEAVE OF ABSENCE

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

Employees on such leave of absence may be continued as active members of the pension and welfare plans (subject to applicable legislation

and/or government regulations or directions) upon payment of the total contributions to such plans whether from the Union or employee concerned. During such period of leave of absence the employee's seniority shall continue to accumulate as if he were employed at his regular post by the Company.

6.03 On each January 1 an Educational Leave of Absence Bank will be established which consists of one hundred (100) days total in each year for the bargaining unit.

Upon written application by the Union President, the Union may request an educational leave of absence for employees without loss of regular pay. Such application will be submitted to the Department Head at least two weeks in advance from the date for which the leave is requested. The purpose of such leave shall be limited to education related to union activities. The Department Head will respond to the application within three (3) days of its receipt and permission for the leave of absence will not be unreasonably withheld.

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

6.04 If an employee in the bargaining unit encounters a bona-fide picket line in the course of 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.

6.05 The Plant Chairperson of Local 304 - Branch Local #1 will receive the maintenance mechanic's "A" rate during his term in office as Plant Chairperson.

The Company also agrees that if the Plant Chairperson is defeated in an election held by Local 304 - Branch Local #1 or resigns he may return to his former position. This understanding is given provided the Union agrees to any crew relocations made necessary by the Chairperson return to the work force.

SECTION 7 – SENIORITY

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

7.02 Each employee will have seniority standing in the department in which he is employed. Except in the case of employees whose seniority rights have already been established an employee's seniority will be dated one hundred and twenty-four (124) calendar days prior to the shift day on which he completes his probationary service, provided that such date will not be prior to his starting date.

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

7.04 The Company agrees to compile and post departmental seniority lists of all Union employees within three (3) months after signing of the Agreement. Such lists shall be amended and reposted quarterly. If, within one month after the first posting, an employee submits proof that his seniority date should be altered and such proof is accepted by the Company and the Union, an amendment will be made accordingly. The Company will also supply the Union with a copy of the seniority lists and the correction thereto.

7.05 The departments referred to above shall mean:

- Brewing
- Packaging
- Staging
- Distribution

Plant Services
Retail Store

7.06 The following Union Executive Officers: Chairperson, Vice-Chairperson, Secretary-Treasurer, and Recording Secretary shall hold top plant and departmental seniority during their terms of office for the purpose of lay-off only.

7.07 Departmental Executive Members and the Union Steward shall hold top departmental seniority during their terms of office for the purpose of lay-off and transfers out of their department only. In the event that more than one employee holds top departmental seniority, then the order of their seniority for purposes of lay-off or transfer out of their department only will be interpreted as being the order in which they are mentioned above.

7.08 An employee's seniority date will be established as set out in Section 7.02 and no changes shall be made in an employee's seniority date, except as provided for therein or as in Section 8 or Section 12.11.

SECTION 8 – TERMINATION OF SENIORITY

8.01 Seniority will cease for any of the following reasons:

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

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

SECTION 9 -- SPECIAL LEAVE OF ABSENCE DURING LAY-OFF

9.01 During periods of lay-off, permanent employees may apply for special leave of absence if they have obtained steady work elsewhere. Such employees shall not be called for short periods of employment during the period of lay-offs, but they shall be required to comply with Section 8.01, paragraph (d), when they receive a formal recall.

9.02 The Company will not issue such formal recall unless the amount of work available is expected to last at least four (4) weeks, or unless there are no other laid-off permanent employees available.

9.03 Employees who are granted special leave ~~of~~ absence will be required to pay Union Dues during the period of leave.

SECTION 10 – LAY-OFF AND RECALL

10.01 In the case of a lay-off, Seasonal Employees, if any, and then Probationary Employees shall be laid off first plant wide, with the exception of skilled tradesmen whose services are mutually deemed to be essential for the efficient operation of the Company. Laid off employees will be allowed to replace more junior employees in other departments provided the employees exercising such rights are able and willing to do the job. Employees who exercise these rights would do **so** for the period of lay-off only and their security in the original department would not be affected.

10.02 Except in the case of extreme emergency, the Company will give permanent employees who are to be laid off notice on the bulletin boards three (3) working days prior to lay-off. If the employee is on leave of absence, or absent through sickness or on Workmen's Compensation at the time of lay-off, he shall be subject to the lay-off provisions the same as if he were on active status.

10.03 Any employee who is laid off or continues to be laid off in violation of seniority must present a claim, in writing, **to** the Employee Relations Department within three (3) working days from the date of notice of such employee's lay-off, otherwise it shall be deemed that compensation for time lost arising out **of** any wrongful lay-off is waived. The Company will promptly determine the merits of written claim and if it is found that the lay-off was unjust the affected employee will receive his straight time lost during such lay-off.

10.04 When rehiring takes place in any department, the reverse of Section 10.01 will be followed (i.e. laid off permanent employees will be recalled in order of their seniority within that department). In the event that additional men are required by that department, then permanent laid off employees holding seniority in another department will be recalled in the order of their seniority. Permanent

employees recalled to work in another department will not transfer their seniority rights to the department in which they are recalled except as provided for in Section 11.

Employees who hold top departmental seniority pursuant to Article 7.07, and who are laid off will be recalled in order of seniority.

10.05 Notification of recall shall be made by registered mail to the last address which the employee shall have recorded with the Company, and the Recording Secretary of the Union shall be notified thereof. It shall be the responsibility of the employee to keep the Company notified of his mailing address in order that he may be contacted within seventy-two (72) hours as provided in Section 8.01 (d).

SECTION 11 – TRANSFER AND WORK ASSIGNMENTS

11.01 In the event of a permanent transfer of an employee from one department to another, the said employee shall retain his accumulated seniority in the new department.

11.02 Employees may at any time apply for transfer from one permanent job to another, or from one shift to another (other than nights to days) within his department, or from one department to another, or for training programs relating to jobs within the bargaining unit.

An employee may also apply for transfer from one department to another for health reasons, providing Management and Union mutually agree this is a valid reason for application.

11.03 When permanent job vacancies arise or training programs conducted, those employees who have applied will be given first consideration, but other applications may be invited. Selection for such vacancies or training programs will be made on the basis of present qualifications or demonstrated ability to benefit from training, but where other things are equal, seniority will apply. Selections made in accordance with this Article will be discussed with the Union.

11.04 Employees who apply but are not selected may discuss their application with the Superintendent concerned and if still dissatisfied may file a grievance commencing at Step 3.

11.05 Employees who voluntarily relinquish a higher hourly rated job for a lower rated job cannot return to the former job, except as provided ~~for~~ herein.

11.06 *An* employee transferred at his request to another department ~~or to~~ another job or shift in his department shall not be permitted to request another transfer unless he has spent twelve (12) months in that department, job or shift. This restriction shall not prevent an employee from applying for a posted day job at any time.

11.07 In assigning men to daytime jobs, the senior employees shall be given preference if able and willing to do the job. A daytime job refers to a job where there is no shift work

11.08 If any employee requests a transfer to a lower rated job because of personal preference, he will, if the transfer is made, be paid at the lower rate.

11.09 If any employee is transferred on the initiative of the Superintendent (and not because of a request of the employee) for the efficiency of the department, for his own good, or because of undisputed disability, he will be paid at the lower rate unless the employee has had at least seven (7) years service, or one (1) year continuous employment at the higher rate and in such case the employee will retain his rate until such time as the job rate exceeds the rate being paid. Thereafter, the employee will be paid the contract rate for the job.

11.10 In the event that such a transferred employee is re-transferred to his original department before August 1st of the following year for production work, he will be paid his higher rate for the balance of the calendar year in which he was transferred plus a maximum of ten (10) months.

11.11 It is agreed that in arranging personnel for the different shift crews in the Bottling Department, the Company will post an Executive Member and a

Steward in each crew. The posting will be based on the list of Executive Members and Stewards submitted to the Company by the Union.

11.12 Nothing in this Section shall affect the right of the Company to assign men where necessary in order that the efficiency of the department is not impaired. Should an employee who has been transferred at his own request as outlined in Section 11.02 be required to work in other areas because of production requirements, he will be returned to his regular shift or department when normal conditions exist. This will not affect his right of transfer as noted in Section 11.02 above.

11.13 With the exception of Maintenance Mechanics who are covered independently herein, employees transferred or assigned temporarily to a job paying a higher rate of pay will be paid at the higher rate for all hours worked in the higher rated job. This section does not include employees while on work stabilization or a defined training programme.

11.14 If at any time it becomes necessary to make transfers because of lack of work or departmental reorganization the following procedure will be followed

- (a) The employee affected will first replace an employee with less seniority in his department, providing he has the ability and qualifications to perform the work
- (b) If there is no one with less seniority in the department, or, if they should lack the ability and qualifications, they may then exercise their right to replace employees with less seniority in other departments. At the time of the transfer the Company will advise the employee and the Union as to whether the transfer is temporary or permanent. After the employee is advised that he has been permanently transferred, he may submit a request for transfer to job vacancies as specified in Section 11.02.

11.15 (a) **The** Company must supply adequate manpower in all operations in all departments at all times so that an employee will not be

required to perform more than a fair days work

- (b) Clause (a) shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair days work and accordingly changes in an employee's work load may be made ~~so~~ long as the resulting situation is not a violation of Clause (a).
- (c) Whenever changes are to be introduced, which may affect bargaining unit personnel, the Company agrees to notify the Union as soon as it is practicable prior to finalization of plans. A meeting will be arranged with the Union to discuss an appropriate disposition of the employees affected.

11.16 CLASSIFICATIONS DURING OVERHAUL

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

- (a) Employees assigned to work with Maintenance Mechanics to perform jobs requiring mechanical skills will be paid the Maintenance Mechanic "C" rate for such work
- (b) Employees assigned ~~to~~ work with Maintenance Mechanics or Painters to do routine general maintenance or painting work will be paid the Maintenance General Rate.

It is understood that the number of employees qualifying for the "C" mechanic rate is dependent upon the circumstances prevailing at the time the Company requests additional supporting staff for the mechanical trades.

It is also understood that, from time to time, there may be employees selected whose aptitude and ability to do the work assigned to them is to be

assessed. Whenever this circumstance occurs, the employees will be paid the Maintenance General Rate for a period not to exceed eight (8) weeks.

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

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

SECTION 12 – PROMOTION AND VACANCIES

12.01 Promotions or allocations to better paid jobs or to more desirable jobs within the bargaining unit shall be based on seniority provided that the applicants have the ability and are qualified and considering the efficient operation of the Company. In the event that a senior employee lacks necessary training, the Company will arrange to give the necessary training wherever in the opinion of the Management, this is practicable.

12.02 Except in the Packaging Department, the Company agrees to post for fifteen (15) working days all vacancies for permanent jobs in the bargaining unit. The Company is not obligated to consider applications which are received after the expiration of the fifteen (15) working days.

12.03 The Company agrees to post summer vacancies in the Retail Store no less than fifteen (15) working days before the vacancies arise. The most senior employees will be selected from applicants provided they are approved by the Marketing department.

12.04 All permanent vacancies will be posted on all plant bulletin boards and will set out the nature of the job, the qualifications required, and such other

information as may be necessary. All permanent employees may apply for such jobs.

12.05 The Company agrees to fill such vacancies from the list of applicants subject to the provisions set out in 12.01 above. If a vacancy cannot be filled from the list of applicants, the Company may select another candidate.

12.06 The Company shall have the right to fill vacancies temporarily pending a permanent appointment to the position.

12.07 Upon appointment to his new position, the selected employee will undergo the normal three (3) month probationary period, but such period may be extended in specific instances after discussion and agreement with the Union. If an employee demonstrates that he will not qualify within the probationary period, he may be required to return to his former position before such time without prejudice and without loss of seniority.

The selected employee may, within the above probationary period, request a return to his former position if he provides reasons satisfactory to the Company for such request. In the event he is permitted to ~~so~~ return, he shall not be eligible to apply for any further posted jobs for a period of one year from the date of his return to his former job. This restriction shall not prevent an employee from applying for a posted day job at any time.

SUPERVISORY AND OTHER NON-BARGAINING UNIT POSITIONS

12.08 The same posting procedure for Supervisory positions will be followed except that the Company maintains the right to invite other applicants. All supervisory appointments shall be posted on bulletin boards as soon as the appointments are decided on and before the appointee assumes his new duties. It is agreed that before supervisory appointments are announced, the Company will advise the Union of its selection but nothing in this section shall affect the right of any applicant having greater seniority to submit a grievance if he feels

that he has been discriminated against as a result of such decision, but such grievance shall not be arbitrable.

12.09 With qualifications for the job being given full and prime consideration, employees having the greatest seniority shall be given preference for promotions to supervisory positions.

12.10 The Company may post other job opportunities outside the bargaining unit to give Union members an opportunity to apply but the postings of such jobs shall not be considered a contractual matter or governed in any way by the terms of this Agreement.

12.11 If a permanent employee transfers to a non-bargaining unit Company position he will continue to pay Union dues for a period of ~~six~~ (6) months from the date of his transfer, his seniority in the bargaining unit shall be frozen as at the date of his transfer, and he will forfeit his seniority in the bargaining unit unless he transfers back to the bargaining unit within ~~six~~ (6) months from the date of his transfer. The Company will deduct the required dues and remit them to the Union.

12.12 Withdrawal cards will be issued free by the Union to those who qualify under the constitution and By-Laws of the Union.

12.13 If an employee from the bargaining unit is selected for a position outside the bargaining unit the normal probationary period will be three (3) months, but such period may be extended in specific instances after discussion and agreement with the Union. If an employee demonstrates that he will not qualify within the probationary period, he may be required to return to his former position before such time without prejudice and without loss of seniority,

12.14 The procedure for filling temporary supervisory positions will be the same as for permanent non-bargaining unit vacancies. While working in such a position, bargaining unit employees will be paid the rate as set out in the Wage Classifications as "Group Leader".

SECTION 13 – REPRIMANDS, SUSPENSIONS AND DISMISSALS

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

13.02 In any hearing conducted as a result of the terms of the foregoing paragraph, the employee concerned and the Management Representative on whose initiative disciplinary action is being taken, shall both be present.

13.03 Notwithstanding any other Article of this agreement, the following procedure shall apply to discharge and discipline matters relating to all Seasonal employees and Probationary employees with less than sixty (60) working days service with the Company:

STEP ONE The employee may present his complaint to the Supervisor. The Shop Steward may be present at the employee's request.

STEP TWO If the employee does not agree with the decision given at Step One, he may present his complaint to the Department Head. The employee's Supervisor may also be present. The employee may request the attendance of his Shop Steward and the Union Chairperson or his nominee.

Under no circumstances shall Seasonal or Probationary employees be permitted to carry any grievance past the Step **Two** meeting to arbitration.

13.04 No employee shall be reprimanded, suspended or dismissed except in the presence of a Shop Steward or a Union Executive member. In dismissal cases, the Union Chairperson or his nominees must be present. An employee may be sent home pending possible disciplinary action. The employee will be given a fair and just hearing before any disciplinary action is taken. In all cases, confirmation of the disciplinary action taken and the reasons for such action will be given to the employee, the Union Chairperson or his nominee and the Personnel Department in writing within three (3) working days.

13.05 No employee shall be suspended later than two (2) working days (excluding Saturday, Sunday and Statutory Holidays) after the alleged offence, or after the discovery of the alleged offence, unless this time is extended by agreement, in writing, between the Company and the Union Executive.

13.06 If it is found that an employee has been unjustly discharged or suspended, such employee shall be reinstated with pay from the date of his discharge or suspension.

13.07 Proper disciplinary action to be taken will be determined by the gravity of the offence and the time elapsed since the last offence. If an employee has not been formally disciplined for an interval of twelve (12) months or thirty (30) months in the case of suspension) his previous offences will not be referred to in the event that further disciplinary action is necessary. Any continuing punitive action taken at the time the employee was disciplined will cease at the expiration of the time limits set above.

SECTION 14 -- SICKNESS OR DISABILITY

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

14.02 If, because of illness, a permanent employee is not able to complete his shift after having worked at least two **(2)** hours, he shall be sent home and shall be paid for the balance of his shift. In the case of an accident causing injury to a permanent employee **so** severe that the employee is unable to continue work, he shall be paid for the balance of the shift.

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

SECTION 15 – GRIEVANCE PROCEDURE

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

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

15.03 *Any* grievance submitted in the First Step of the grievance procedure and required to go to Fourth Step, shall be promptly attended to, with a maximum of five **(5)** days between each step unless an extension is mutually agreed to.

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

FIRST STEP:

By discussion between the employee concerned with the Shop Steward, or a member of the Grievance Committee. and his Foreman.

SECOND STEP:

Between the employee concerned, jointly with one or more members of the Grievance Committee, his Foreman and the Superintendent of his department.

THIRD STEP:

Between the employee concerned, jointly with one or more members of the Grievance Committee, the Superintendent of his department and the Plant Manager or his Nominee.

FOURTH STEP

Between the Chairman of the Grievance Committee and the Executive Council of the Union and the Ontario Division General Manager and/or his Nominees. The Union may also choose to be represented by the representative of Local 304.

FIFTH STEP

If the Union does not agree with the Company's decision given at Fourth Step, the grievance may be referred to Arbitration under Section 15.06 within ninety (90) working days of the Fourth Step answer. Any grievance not referred to Arbitration within the time limit specified herein shall be considered to have been abandoned.

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

15.06 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any

question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The Recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman, within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the Chairman shall govern. The reasonable costs of such arbitration including the fees and expenses, stenographic services, etc., of the Chairman, shall be equally shared by both parties to the Agreement and each party shall pay the expenses, if any, of its own nominee to the arbitration board.

MODIFICATION OF PENALTIES

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

SECTION 16 -- WORKSTOPPAGES

16.01 There shall be no strikes or lockouts so long as this Agreement continues in effect.

16.02 In the event of any stoppages of work, the Union agrees that such Union members as may be required to protect and maintain Company property in operating condition, to protect products from damage, and to maintain, operate and protect essential services, such as water, power, heating, sanitation, fire protection and watchmen's services, shall be permitted to perform such work

SECTION 17 – WELFARE PLAN

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

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

UNIFORM SUPPLY

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

SAFETY SHOES

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

SICK LEAVE

17.03 On each January 1st, six (6) days (at employees base rate) will be credited to a sick leave bank for each permanent employee. These credits will

be used to offset loss of pay for working days not covered by the insured Weekly Indemnity benefit. Any unused portion of the sick bank will be paid to the employee in cash on the last payday before Christmas. A complete explanation of the sick leave plan shall be summarized in the printed Agreement booklet following the signature page.

HEALTH AND SAFETY

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

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

17.05 Each department (as specified in Article 7.05 except the Retail Store) shall elect one Central Safety Representative every two years. The Safety Representative must become familiar with applicable safety legislation and practices as soon as possible following election.

The Company will make every reasonable effort to train Safety Representatives to be able to monitor working conditions and work standards in order that they can ensure that both are maintained at safe levels. This training will consist of inplant instruction and at times selected training courses off-premise. The Company agrees to pay the wages of union employees while attending such training programmes.

AMBULANCE SERVICES

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

SECTION 18 – WAGE RATES AND CLASSIFICATIONS

18.01 The following minimum scale of wages shall be paid to permanent employees effective from the date below:

	Jan 1 1991	Jan 1 <u>1992</u>	Jan 1 <u>1993</u>
Bottlers, Operating Machines	\$19.75	\$20.70	\$21.80
Other Bottlers	19.70	20.65	21.75
Brewing Department	19.75	20.70	21.80
Truck Drivers (Highway)	20.00	20.95	22.05
Truck Drivers (Other)	19.80	20.75	21.85
Janitors	19.70	20.65	21.75
Retail Store Employees	19.80	20.75	21.85
Garage Mechanics (Auto)	23.12	24.23	25.52
Auto Mechanic "B"	21.89	22.84	23.94
Garage Mechanics (Helpers)	19.77	20.72	21.82
Maintenance Mechanics "A"	23.12	24.23	25.52
Maintenance Mechanics "B"	21.89	22.84	23.94
Maintenance Mechanics "C"	20.55	21.50	22.60
Maintenance (General)	19.79	20.74	21.84
Painters	21.89	22.84	23.94

When an employee is temporarily assigned as a Group Leader, his normal rate will be increased by 10%.

Seasonal Rate	10.28	10.77	11.34
Probationary Rate	11.91	12.48	13.14

18.02 Employees shall qualify for shift premium at the rate of 60 cents per hour for afternoon shifts. The 60 cents per hour will be paid for all work performed on shifts commencing on or between the hours of 9:01 a.m. and 4:59 p.m., and 90 cents per hour for all work performed on shifts commencing on or between the hours of 5:00 p.m. and 5:59 a.m. Effective January 1, 1992, the

midnight shift premium payable shall be 95 cents per hour, and effective January 1, 1993, the midnight shift premium payable shall be \$1.00 per hour. This shift premium shall not be deemed part of the regular rate of pay in the calculation of overtime, Statutory Holiday, or vacation pay.

MAINTENANCE MECHANICS CLASSIFICATIONS

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

18.04 The status of Tradesmen "B" and "C" will be reviewed by the Company annually. Those qualified for progression to higher status will be promoted. Those not deemed qualified will be given reasons for the decision and shall have recourse to the grievance procedure if not satisfied.

18.05 Persons hired to fill the position of maintenance mechanic after the signing of this Agreement will commence their employment at the "B" rate, and if satisfactory will move to the "A" rate after having worked sixty (60) days. Those not deemed qualified will be given reasons for the decision and shall have recourse to the grievance procedure if not satisfied.

18.06 The following criteria will be used by the Plant Engineer in classifying maintenance personnel:

Maintenance Mechanics "A"

Class "A" refers to the highest trained men who shall have had the proper training and experience according to plant maintenance requirements. If tradesmen, they must be capable of skillfully doing any plant maintenance job within their trades without supervision and be regularly employed at such, and be capable of directing the work of other Plant Services employees.

Maintenance Mechanics "B"

Class "B" refers to men who are so trained that they are able to do as good a job as a Class "A" man in certain types of work, but will require more

supervision and instruction in other types of work They must be qualified to do without supervision, and may be regularly assigned to work requiring the skill and experience of a qualified tradesman in their specified trades.

They must be capable of directing the work of others.

Maintenance Mechanics "C"

Maintenance Mechanics Class "C" are employees who primarily assist Maintenance Mechanics, either "A" or "B".

Maintenance General

These employees are semi-skilled men who regularly perform routine tasks.

SECTION 19 – HOURS OF WORK AND OVERTIME PAY. SECTION "A" AND DRIVERS EMPLOYED ON HIGHWAY TRANSPORT WORK • SECTION "B"

SECTION "A"

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

19.02 Hours of work in the Brewing Department, Plant Services, Maintenance Mechanics and Shipping and Receiving Departments, must necessarily fluctuate

with Production and Processing requirements. The objective of the Company shall be to schedule as many men as possible on five (5) consecutive days in each week Saturday will be a premium day with pay at the rate of time and one-half for all hours worked.

19.03 For production employees in the Bottling Department and Truck Drivers, other than Highway, the work week shall consist of five (5) eight (8) hour days Monday to Friday, (C, A or B shift) and any work performed on Saturday will be paid ~~€~~at the rate of time and one-half.

19.04 Employees in the Garage and Bottling (excluding ~~Local~~ Truck Drivers and Production employees) Departments will be regularly scheduled to work on five (5) consecutive days commencing Monday, Tuesday, or Wednesday.

19.05 The Company will endeavour to schedule work on Monday to Friday work week for as many other employees as practicable.

19.06 The Company will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties. The Company agrees to notify the Union before making any changes in group, departmental, or plant work schedules. Tentative work schedules are to be posted one week in advance.

19.07 Employees required to work on a Sunday or Statutory Holiday shall be paid at the rate of double time for all hours worked. Any work performed on a Sunday or Statutory Holiday after an employee has worked forty (40) hours in that week will be paid for at double time and one-half. In a week in which one or more Statutory Holidays occur, the work week will be reduced by eight (8) hours per Statutory Holiday ~~€~~for the purpose of calculating overtime for Sunday.

19.08 Any work performed after eight (8) hours on any one Sunday will be paid for at the rate of double time and one-half and work performed after eight (8) hours on any one Statutory Holiday will be paid for at the rate of triple time and one-half.

CALL BACK

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

If called in within the one hour period preceding the starting time of his regular shift, he will be paid for such extra work at the appropriate overtime rate with no minimum payment guaranteed.

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

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

CHANGE OF WORK SCHEDULES

19.10 In the event that an employee's normal shift is changed from his posted hours of work for the week by two (2) or more hours, he will receive overtime rates for all hours worked during the first such change in a week.

19.11 If any employee reports for work on a scheduled shift without having been informed previously not to report, unless his failure to receive notice not to report is due to absence without just cause ~~from~~ his last shift, and ~~less~~ than four (4) hours work is available ~~for~~ him, he shall be given four (4) hours pay notwithstanding.

19.12 Employees who work overtime over and above their regular daily or weekly hours shall not be required to take time off to offset such overtime.

19.13 When an employee is called in to work overtime and has not had eight (8) hours unbroken free time since the completion of his last regular working period, such employees shall not be required to continue working into the new regular day except in case of extreme emergency. Further, when an employee is required to work more than twelve (12) hours in any one day, he will be excused from work the succeeding day, if he so desires, except in the case of extreme emergency, or where the work is occasioned by such an emergency. An emergency shall be defined as anything that interferes with production.

19.14 If overtime is required, notice shall be given two (2) hours before the end of the employee's preceding shift, except for work required to complete production runs and in the case of emergency repair work required for the continuance of production. Where such notice cannot be given, overtime shall be on a voluntary basis. As far as possible, overtime work will be equally distributed among the permanent employees.

19.15 If an employee is required to work overtime hours immediately prior to his normal shift in order to replace a scheduled employee who is not available, he will be paid, in addition to any amounts he is paid under this Agreement, one-half hour's pay for each of not more than four (4) hours worked immediately prior to the first shift during the week that such overtime hours are required.

RELIEF DURING OVERTIME

19.16 If an employee is scheduled to work at least two (2) hours in addition to his regular shift he shall be allowed additional fifteen (15) minute rest periods at the beginning of the overtime period and every two (2) hours of overtime worked thereafter.

If an employee is required to work overtime for any reason and is not notified of the duration, he shall be given a fifteen (15) minute break at the beginning of the overtime period.

PAID LUNCH

19.17 Employees who are required to work as much as three (3) hours overtime continuous with their regular shift shall be granted a meal allowance of at least two dollars and fifty cents **(\$2.50)**.

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

HIGHWAY DRIVERS EMPLOYED ON HIGHWAY TRANSPORT WORK

SECTION "B"

19.19 For employees being paid as Truck Drivers (Highway) the regular work week will be forty **(40)** hours Monday to Friday. Overtime at the rate of time and one-half shall be paid for hours worked in excess of ten (10) in a day and forty **(40)** hours in a week and for work commencing on Saturday. Time to be taken from the time clock in the Garage (except as specified in 19.20 below) with time spent eating meals to be deducted from the time clock hours.

19.20 Double time will be paid for all hours worked on any Sunday or Statutory Holiday.

LAY-OVER TIME

19.21 If a driver is held up outside of London because of mechanical breakdown, road conditions, or weather conditions, and obliged to hold up for one or more than one full day, he will be credited with eight (8) hours work for each day held over.

19.22 Drivers who have runs of seven **(7)** hours or more will be given nine (9) hours free time when away from home and ten (10) hours free time when at home before reporting for a further run.

CHANGE OF LOG-OUT TIME

19.23 If a highway driver has his log-out time changed after he has completed his days work and the change is due to any reason other than replacing an employee who is absent through no fault of the Company, the Company will pay a penalty of one hour and thirty minutes straight time.

19.24 Employees who work overtime over and above their regular daily or weekly hours shall not be required to take time off to offset such overtime.

CALL BACK

19.25 When an employee is called back to work after he has completed his shift for a specific job and does not continue working into his regular shift, then he shall be paid a minimum of four (4) hours pay at the appropriate penalty rate (i.e. four (4) hours straight time pay if the employee has not performed any work in that calendar day: four (4) hours at time and one-half if the employee has previously completed a shift: four (4) hours at double time on Sundays and Statutory Holidays).

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

SECTION 20 – STATUTORY HOLIDAYS

20.01 The Company will observe the following plant holidays:

New Years Day
Easter Monday
Dominion Day
Labour Day
Christmas Day
January 2nd

Good Friday
Victoria Day
Civic Holiday
Thanksgiving Day
Boxing Day

An additional (12th) holiday will be granted if declared by the Provincial Government.

These holidays will be observed on the following dates:

	1991	1992	1993
New Year's Day	Tues.Jan.1	Wed.Jan.1	Fri. Jan. 1 (Fri.Dec.31/93)
January 2nd	Wed.Jan.2	Thurs.Jan.2	Thurs.Dec.31/92 (Mon.Jan.3/94)
Good Friday	Fri.Mar.29	Fri.Apr.17	Fri.Apr.9
Easter Monday	Mon.Apr.1	Mon.Apr.20	Mon.Apr.12
Victoria Day	Mon.May 20	Mon.May 18	Mon.May 24
Dominion Day	Mon.July 1	Wed.July 1	Thurs.July 1
Civic Holiday	Mon.Aug.5	Mon.Aug.3	Mon.Aug.2
Labour Day	Mon.Sept.2	Mon.Sept.7	Mon.Sept.6
Thanksgiving Day	Mon.Oct.14	Mon.Oct.12	Mon.Oct.11
Christmas Day	Wed.Dec.25	Fri.Dec.25	Fri.Dec.24
Boxing Day	Thurs.Dec.26	Thurs.Dec.24	Mon.Dec.27

20.02 Employees on the seniority lists other than those laid off or on leave of absence will receive eight (8) hours straight pay for each of such holidays without being required to work on such days.

20.03 Probationary employees and Seasonal Employees will be eligible for pay for Statutory Holidays provided they have worked at least five (5) days during the twenty (20) working days immediately preceding the Statutory Holiday; and, have been at work, as scheduled, the day before and the day after the said Statutory Holiday.

20.04 When a Statutory Holiday is observed during an employee's annual vacation, payment for the holiday will be made in addition to the employee's vacation pay. Such Statutory Holidays may be taken consecutively with the annual vacation provided that a request is made one month prior to the

employee's vacation, and that the employee's department head agrees to it. It is understood that permission will not be unreasonably withheld.

20.05 The additional closures required by the Liquor Control Act of Ontario shall be observed with pay with respect to Retail Store employees as follows:

- (a) No work shall be performed by Retail Store employees on such days.
- (b) For the purpose of calculating weekly overtime, a Retail Store employee shall be presumed to have worked eight (**8**) hours at straight time on such days even though no work is performed.
- (c) If a Retail Store employee voluntarily elects to work on his regular day off in the week in which a closure is observed he shall be paid at straight time for hours worked on that day provided that if an employee who has worked on his regular day ~~off~~ is laid off for lack of work in that week, he will then be paid at the rate of time and one-half for the hours worked on his day off.
- (d) The employee has worked at least five (**5**) days during the twenty (20) working days immediately preceding the day on which such closure is observed and,
- (e) The Retail Store employee has not been absent without permission on the last work day scheduled ~~for~~ him immediately prior to the day on which the said closure is observed or the first day scheduled for him immediately after the day on which the said day is observed.

20.06 Employees working in the Retail Store, shall have as one ~~of~~ their scheduled days off, one Saturday per month.

20.07 All truck drivers will be credited with eight (8) hours pay for non-selling days in the B.W. Company by virtue of L.C.B.O. edict applicable throughout the

entire Province. Where such a holiday occurs **during** an **employee's** vacation period, he will receive an additional day's pay.

20.08 In any work week in which an L.C.B.O. holiday which is not Province wide is declared and in which a driver has worked less than **forty (40)** hours, solely because of the holiday, the Company will credit the driver with sufficient hours, up to a maximum of eight (8) hours, to bring his total hours **for** that week to forty **(40)** hours. Drivers required to work on the holiday will do so at straight time.

20.09 Penalty rates for employees working shifts on the holidays listed above shall be deemed applicable on the three shifts of the day in question, the holiday being defined for all purposes as commencing at 12:01 a.m. and ending at 11:59 p.m.

SECTION 21 – VACATIONS

21.01 On May 1st in each year, vacation leave will be established for all regular employees according to the following scale:

- (a) regular employees who have achieved seniority as of May 1st – 1 week
- (b) regular employees who have one year, but less than three years of seniority as of May 1st – 2 weeks.
- (c) regular employees who have three years seniority, but less than eight years as of May 1st – 3 weeks.
- (d) regular employees who have eight years, but less than fifteen years of seniority as of May 1st – 4 weeks.
- (e) regular employees who have fifteen years, but less than twenty years of seniority as of May 1st – 5 weeks.

- (f) regular employees who have twenty or more years of seniority as of May 1st – 6 weeks.
- (g) regular employees who have twenty-five or more years of seniority as of May 1st – 7 weeks.
- (h) Employees shall be eligible for their 4th, 5th, 6th, and 7th week of vacation following their 8th, 15th, 20th, and 25th anniversary of employment.
- (i) as of May 1st in each year, employees who have been in the employ of the Company for a period of twelve (12) months or more, but who have lost more than fifty (50) working days during the twelve (12) month period preceding May 1st for any reason other than illness verified to the satisfaction of the Company may at the employee's option, be given two weeks summer vacation with payment amounting to 4% of his earnings during the twelve (12) month period preceding May 1st or the employee may elect to work for all or part of such summer vacation time, but shall be entitled to receive 4% vacation payment.

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

21.03 Vacations shall be taken by seniority, regardless of shift, and work scheduled will be arranged in order that an employee will have sixteen (16) consecutive days when he takes his annual vacation.

21.04 It is understood that whenever possible the employee can take his vacation at a time other than specified in this Agreement. However each Department will set out a policy to cover the following:

- (a) cut-off dates for selection of vacations and selection periods;

- (b) **splitting of annual vacations;**
- (c) the number of employees to be away at any one time; and
- (d) vacation blocks and overlaps.

It is also understood that employees who elect to take their annual vacations outside the summer vacation period will be granted first choice for both annual and service vacations.

21.05 Service vacation shall be taken outside the regular summer vacation period.

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

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

The vacation bonus will be calculated as follows:

- (a) Employees with three (3) years or more seniority as of May 1st will be entitled to a vacation bonus of 15% of normal vacation payment effective in 1991, 15% of normal vacation payment effective in 1992, and 15% of normal vacation payment effective in 1993.

21.08 All terminations shall be handled on the following basis:

- (a) Employees who had received their vacation earned as of May 1st prior to termination shall receive a pro-rata payment of 4%, 6%, 8%, 10%, 12%, and 14% as applicable of earnings from May 1st to date of termination.

- (b) Employees who had not received their earned vacation as of May 1st prior to termination shall receive their regular vacation pay in addition to a pro-rata payment of 4%, 6%, 8%, 10%, 12%, or 14% as applicable of earnings from May 1st.
- (c) Probationary Employees and Seasonal 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.

- 21.09**
- (a) An employee continuously absent from work for a period in excess of 104 weeks shall not be entitled to any vacation entitlement thereafter until further entitlement is earned by resumption of active service.
 - (b) Near the conclusion of the vacation year, an employee with unused vacation entitlement who is then in receipt of Weekly Indemnity or Long Term Disability benefits and who has not been continuously absent from work in excess of 104 weeks shall:
 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 as 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.

SECTION 22 -- BEREAVEMENT

22.01 Should a death occur in the immediate family, Permanent Employees will be granted three (3) working days leave of absence with pay in order to make funeral arrangements or to attend the funeral. Immediate family includes husband or wife, mother, father, sister, brother, child, mother-in-law, father-in-law, and grandparents. One day leave of absence will be granted for attending the funeral of an aunt, uncle, brother-in-law, or sister-in-law. Leave to attend the funeral of a non-relative may also be granted but without pay.

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

SECTION 23 -- JURY DUTY

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

SECTION 24 -- EDUCATIONAL LEAVE OF ABSENCE

24.01 The Company may grant a leave of absence without pay to employees who enroll in a University, or a Community College on a full time basis in order to pursue a recognized degree or diploma. In order to qualify for such leave of absence, an employee must have achieved at least 3 years seniority with the Company as of his date of application for leave. While on leave of absence, the employee's welfare benefits will be discontinued and his pension benefits and seniority will be frozen. The employee will have the right to return to work on a full time basis provided that he continues to meet the Company's qualifications

foremployment and provided that his seniority is sufficient. He will have no right to return to his former position until there is a vacancy in that department at which time the position will be filled in accordance with the procedures as set out in Section 12 of this agreement.

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

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

SECTION 25 — GUARANTEED WAGE PLAN

25.01 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 the foregoing lay-off clauses, and is not to be construed as authorization to alter existing practices.

SECTION 26 — SEPARATION PAY

26.01 A regular employee shall be entitled to separation pay as set out in subsection 26.03 provided he has not been excluded by subsection 26.02 and provided he meets any of the following eligibility provisions:

- a) **if he is terminated *for a reason other than set out in subsection 26.02;***
- 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 28.02;

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

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

26.02 Notwithstanding subsection 26.01, 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 8 of the 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 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 Compensations Act**;
- h) he is entitled to receive any pension under the Company or Government Pension Plan.

26.03 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 applied for separation pay at the time he first becomes eligible therefor shall have his separation pay under this part (b) calculated as Seven Hundred and Fifty Dollars (\$750.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of a brewery the 15 year maximum is replaced with a 22 year maximum.**

26.04 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.

26.05 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 27 -- DUPLICATION OF BENEFITS

27.01 *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 28 -- TECHNOLOGICAL CHANGE

28.01 In the event that, during this collective agreement, the Company plans to introduce a major technological change which it anticipates will directly result in the indefinite layoff of ten (10) or more regular employees, the following shall apply:

- (a) The company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification, the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (c) herein.
- (b) The Company will meet and discuss with the Union the redeployment of the affected regular employees in accordance with the provisions of the collective agreement and the provisions as set out in the Guaranteed Wage Plan (GWP); and, in so doing, shall designate the employees to be indefinite 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) 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.

28.02 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 26 hereto. If any of those employees were classified as probationary or regular employees prior to March 21, 1988, their separation payment calculation shall include an additional One Thousand Dollars (\$1,000.);
- (ii) those employees designated for indefinite layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible ~~for~~ participation in the Guaranteed Wage Plan, shall receive the benefits provided for under that Plan. In addition such employees shall receive an additional eight (8) weeks of benefit entitlement under that Plan, subject to the following conditions:
- A) an employee may ~~use~~ the additional eight (8) weeks of entitlement only once during 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 29 – COST OF LIVING ALLOWANCE

29.01 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, 1993 to December 31, 1993, the first pay period following publication of the December, 1993 Consumer Price Index, on the basis of \$.01 per hour for each full .3 change in the Consumer Price Index, (1971 = 100) in the period from January 1, 1993 to December 31, 1993 calculated by subtracting the Consumer Price Index for the month of December, 1992, after adding thereto 7% of the December 1992 Consumer Price Index, from the Consumer Price Index for the month of December, 1993.

SECTION 30 – DURATION AND REVISION OF AGREEMENT

30.01 This Agreement shall remain in full force and effect for thirty-six (36) months, effective from the effective date until December 31, 1993, and shall remain in effect from year to year thereafter, unless notice of not less than thirty (30) and not more than sixty (60) days prior to the expiration of this Agreement is given by either party to the other party of their intention to revise or amend this Agreement.

IN WITNESS whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this, the 16th day of, January, 1992.

FOR THE UNION

FOR THE COMPANY:

R. D. Blain
George Redmond
Bob DeGard
W. C. Lewis
Danny Ferguson

Mary Lark
P. Sporing
Ch. House
Rheal Carr

GUARANTEED WAGE PLAN

AGREEMENT between Labatt's Ontario Breweries, Division of Labatt Brewing Company Limited (London Brewery) and Brewery Malt and Soft Drink Workers Local 304 - Branch Local #1.

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

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

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

- (a) The Plan meets the requirement of Employment and Immigration Canada with respect to Supplemental 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 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 21st, 1988 (the date of ratification) shall not be eligible to participate in this Plan until September 1st of the year following the employee's attainment of three (3) years of seniority.

3. EXCEPTIONS

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

- (a) Employees who have been laid off for disciplinary reasons and if such lay-off is questioned under the Grievance Procedure of the Collective Agreement final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been laid off because of any strike, lockout, slow-down, picketing or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any of the Unions which were party to the 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 affect of curtailing any of the Company's operations; unless
 - (i) The direction or decree is the result of an illegal act committed by the Company or one of its representatives, or

- (ii) **The direction or decree purports to change the method of beer distribution or beer retailing within the Province of Ontario; or**
- (d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.
- (e) Employees who are laid off and who have arranged with the Company to take a leave of absence without pay for a specific period in lieu of their lay-off. These employees will be deemed to have opted out of the Plan for such period.

4. DISQUALIFICATION FOR BENEFITS

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

- (i) In which he has been on lay-off 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 purpose of this Plan:

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

"Week" shall mean the Company's payroll week

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

- (a) All **hours** worked by the employee for the Company or for any other employer in such week, plus
- (b) All hours not worked by the employee in such week but for which he receives wages from any employer, plus
- (c) All hours scheduled in such week for an employee who is not on lay-off and which he has not worked for any reason other than lack of work, plus
- (d) All hours scheduled in such week for an employee who is on lay-off and which he 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 lay-off" means a week in which the employee's compensated and available hours are less than forty **(40)**.

6. BENEFITS PROVIDED FOR LAID-OFF EMPLOYEES

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

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

7. WELFARE BENEFITS DURING LAY-OFF

An employee who is laid off continues to participate in the Welfare Plan of the Company applicable to employees in 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 lay-off who pursuant to the above, has ceased to participate in the Welfare Plan is restored to participation immediately upon completion of eight (8) hours work in the Bargaining Unit.

8. DURATION OF BENEFITS

The maximum benefit entitlement of an employee at any time shall not exceed that benefit established in accordance with Table "A". However, the employee's actual benefit entitlement will be less than the maximum benefit entitlement if he 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"

COMPLETED YEARS OF SENIORITY (DETERMINED AS OF THE SEPT. FIRST IMMEDIATELY PRECEDING HIS LAY-OFF)	MAXIMUM BENEFIT ENTITLEMENT
15 years or more	78 weeks of benefit
10 years or more	65 weeks of benefit
5 years or more	52 weeks of benefit
4 years or more	45 weeks of benefit
3 years or more	35 weeks of benefit

The maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing September 1st shall not exceed 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 lay-off 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 lay-off 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 lay-off 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 lay-off 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 lay-off 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 lay-off but was disqualified for any of the reasons set out in subsections (i), (ii), (iii) and (iv) of Section 4.

9. DEDUCTIONS

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

10. APPLICATIONS

Employees shall be required to observe such rules and follow such procedures and make such reports and applications as shall be prescribed by the Company after consultation with the Union. The wilful falsification of any fact material to the determination of an employee's benefit rights under the Plan shall result in the forfeiture of any benefit rights he may have under the Plan for a period of twelve (12) months subsequent to the discovery of such falsification, and this shall not preclude any other disciplinary action which may be imposed subject to the Grievance Procedure of the Collective Agreement.



11. REPORTING

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

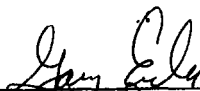
12. DURATION OF AGREEMENT

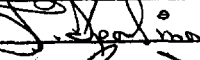
This Agreement shall continue until August 31, 1994. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations but on the understanding that any amendments to this Agreement will not take effect any earlier than September 1, 1994.


IN WITNESS WHEREOF the parties hereto have affixed their signatures this 16th day of January, 1992.


FOR THE COMPANY:

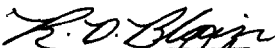
FOR THE UNION

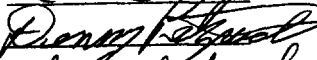





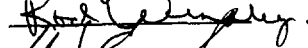















**GROUP INSURANCE PLANS
FROM MARCH 1, 1991
LONDON BREWERY WORKERS**

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

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

If you have any questions about **your** group insurance or if you require assistance in making claims, your Supervisor or Human Resources Department can give you the information you need.

1. SCHEDULE OF INSURED BENEFITS FOR EMPLOYEES

	<u>Life Insurance</u>	<u>Accidental Death & Dismemberment Insurance</u>
Mar. 1, 1991	\$36,000	\$36,000
Jan. 1, 1992	37,000	37,000
Jan. 1, 1993	39,000	39,000

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

- Weekly indemnity benefit at 70% of your basic weekly earnings rate with benefits payable from first day of disability due **to** accident or fourth day due to illness, to a maximum of 26 weeks per disability.

- Long term disability benefit at **66 2/3%** of your basic earnings rate with benefits commencing when your weekly indemnity benefits cease.

For Employees and Dependents:

- Semi-private hospital benefit
- Major medical expense benefit to \$10,000 maximum, with \$10 deductible or \$20 family deductible.
- Dental care benefits at 100% for basic services, 75% for restorative services and **50%** for orthodontia.

These coverages are explained more fully in the following pages. The accidental death and dismemberment insurance, weekly indemnity, semi-private hospital, major medical and dental care benefits apply only **to** those accidents and sickness which are not covered by Workmen's Compensation or similar legislation.

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

2. WHO MAY BE INSURED

You and your eligible dependents become insured on the completion of 90 days of work in a twelve month period.

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

Dependents eligible for insured benefits are your spouse and unmarried children under 21 years of age. Coverage will be continued for a dependent child beyond 21 **as** long thereafter as the child is a full-time student attending an educational institution or on vacation therefrom. It is your responsibility to notify your

Human Resources Department or Supervisor immediately of any change in your dependents.

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

3. LIFE INSURANCE

The amount of your life insurance is shown in the Schedule of Insured Benefits. In the event of your death from any cause your life insurance will be paid to the beneficiary you have named. You may change your beneficiary at any time within the limits set by law by completing a form which may be obtained from your Human Resources Department.

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

When **you** retire in accordance with the provisions of the Company's pension plan, your life insurance will be as follows:

- (a) Normal Retirement - the amount of your life insurance will be reduced to \$4,000 as of your date of normal retirement.
- (b) Partial disability retirement (before age **65**)-the amount of your life insurance will be reduced to \$4,000 as of your date of partial disability retirement.
- (c) Special early retirement (before age **65**)-if you have attained age 60 and have 30 or more years of credited service under the terms of the John Labatt Limited Retirement Plan the amount of your life

insurance will be reduced to \$4,000. Otherwise your life insurance will cease as of your date of termination of service with the company.

- (d) 85-Point retirement (before age 65) • if you have attained the minimum age of 55, and your combined age and years of credited service total 85 points or more under the terms of the John Labatt Limited Retirement Plan, the amount of your life insurance will be reduced to \$4,000. Otherwise, your life insurance will cease as of your date of termination of service with the company.

You may obtain an individual life insurance policy up to the amount of life insurance which is cancelled when you retire or terminate service. Insurance is available under this conversion privilege even though you are unable to pass a medical examination, but the premium rate will be based on your attained age at the date of conversion. Application for individual insurance must be made to the insurance company within 31 days of the date your group insurance is cancelled and during this 31 day period your group life insurance is considered as in effect without charge. Your other insurance coverages cannot be converted to individual policies.

4. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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

<u>% Payable</u>	<u>For Loss Of:</u>
200%	Quadriplegia, paraplegia, hemiplegia
100%	Life, both hands, both feet, sight of both eyes, one hand and one foot, one hand or one foot and sight of one eye, use of both hands or both feet, speech and hearing in both ears.
75%	One arm or one leg, use of one arm or one leg.
66-2/3%	One hand, one foot, sight of one eye, speech, hearing in both ears.

33-1/3%	Thumb and index finger, four fingers on one hand.
25%	Three fingers on one hand, hearing in one ear, all toes of one foot.
16-2/3%	Thumb and one finger of one hand, two fingers of one hand.

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

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

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

5. WEEKLY INDEMNITY BENEFIT

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

The amount of your weekly indemnity benefit is **70%** of your basic weekly earnings rate as of the date disability commences. When a general change in wage rates takes effect under the terms of the labour agreement, the amount of your weekly indemnity benefit from the effective date of such change will be

70% of the basic weekly rate to which you would be entitled if you were at work.

Your weekly indemnity benefit payments will be reduced by the amount of any disability payments which you are eligible to receive from the Canada Pension Plan or any other government source.

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

Where it is necessary for an employee to have dental surgery, benefits will be payable commencing on the fourth day following such surgery and will continue up to a maximum of two weeks for any such claim, but only on receipt of proper certification by a dental oral surgeon. A disability resulting from the same cause as a previous disability will be treated as a continuation of the disability unless you have completely recovered and have been back at work for at least 14 days.

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

6. LONG TERM DISABILITY BENEFIT

Long term disability (LTD) benefits become payable only after you have received weekly indemnity benefits for the maximum period, or when you have received Workmen's Compensation payments for a continuous period of 26 weeks.

During the first 78 weeks of LTD benefits, your benefit will be payable weekly at 66-2/3% of your basic weekly earnings rate in effect during that period. At the end of the first 78 weeks, your LTD benefit will be fixed at 66-2/3% of your basic weekly earnings rate in effect in the 78th week of the LTD benefit period and

thereafter your LTD benefit will be payable in an equivalent monthly amount at the end of each month. For example, if your earnings rate in the 78th week is \$19.75 per hour:

- (a) your weekly earnings rate is $40 \times \$19.75 =$ \$ 790.00
- (b) your weekly LTD benefit in the 78th week
is $66\frac{2}{3}\%$ of \$790.00 = 526.69
- (c) thereafter your monthly LTD benefit is =
 $4\frac{1}{3} \times \$526.69$ 2,282.32

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

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

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

If you engage in rehabilitative employment, your LTD benefit will continue for up to 24 months but will be reduced by 75% of what you earn from rehabilitative employment. For example, if you are receiving a monthly LTD benefit of \$2,282.32 and you earn \$800 in rehabilitative employment:

Monthly LTD benefit	\$2,282.32
Subtract 75% of \$800	600.00
LTD benefit during rehabilitation	1,682.32
Earnings from rehabilitative employment	800.00
Monthly income during rehabilitation	\$2,482.32

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

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

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

7. SEMI-PRIVATE HOSPITAL BENEFIT

Your provincial health plan (OHIP) provides basic hospital benefits for you and your family but generally limits benefits for room charges to the amount payable for ward accommodation. Insured benefits are provided under the Company's plan for you and your covered dependents to supplement the provincial plan benefit and provide payment for room charges up to semi-private accommodation in a licensed hospital. If hospitalized in a private room the

benefit will be limited to that which would have been paid for semi-private accommodation. These benefits apply in all confinements approved by a licensed physician except those covered by Worker's Compensation.

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

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

8. MAJOR MEDICAL EXPENSE BENEFIT

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

Expenses allowed under the major medical expense benefit are listed below. Benefits are payable only if the services are recommended by a physician and if provincial legislation does not prohibit insurance of any such expense.

- drugs and medicines dispensed on the written prescription of a physician

private duty nursing by registered graduate nurses who are not ordinarily resident in your home and are not related to you or your dependents

hospital charges for other than room and board not paid by the provincial plan

oxygen and its administration

blood and blood plasma

rental of wheel chair, hospital bed or respirator/ventilator

splints, trusses, braces, crutches, casts

artificial limbs and eyes provided the loss of the natural limb or eye occurred while insured under this plan

services of duly qualified and licensed physiotherapists other than members of the insured's family

local ambulance services

emergency transportation by a licensed ambulance, including air ambulance, to and from the nearest hospital in which treatment can be provided (subject to one round trip per calendar year)

services of a licensed chiropractor or osteopath when operating in their recognized field of expertise (eligible only after provincial plan maximum has been reached)

You are required to pay the first \$10 of expenses incurred in each calendar year. This is known as the "deductible" and is applied to each insured person, employee or dependent, except that the total deductible for all members of your family will not be more than \$20 in each calendar year. If expenses which are included in the deductible occur within the last three months of the calendar year

the same expenses may be applied against the deductible for the next calendar year. If **two** or more insured members of your family are injured in a common accident only one deductible will be applied against their resulting combined expenses incurred in any one calendar year.

The amount of benefit payable is determined as follows:

- (a) the charges are totalled for all allowable expenses incurred by the employee or dependent during the calendar year.
- (b) from this total the deductible is subtracted.
- (c) the major medical expense benefit then pays 100% of the remainder.

The maximum total amount payable for any individual is \$10,000. However, after a person has been insured for a full calendar year, up to \$2,500 of the original benefit will be reinstated on January 2nd of each year but at no time will the maximum exceed the original amount.

The major medical expense benefit does not cover periodic health check-ups and examinations, eye refractions or fitting of glasses, dental services, travel for health, expenses resulting from an act of war, charges for hospital room and board, hospital and medical expenses for services covered by the provincial plan, expenses for injury or illness covered by Worker's Compensation Act, or any service for which an employee or dependent does not have to pay.

If when you retire you are entitled to group life insurance as explained in Section 3, you and your eligible dependents will continue to be insured for major medical expense benefits. You will continue to be required to pay the first \$10 of expenses incurred in each calendar year as a "deductible" applied to each insured person with the total deductible for all members of your family not to exceed \$20 in each calendar year. You will then be reimbursed for 80% of any eligible expenses incurred after the date of your retirement in excess of the deductible.

The maximum total amount payable for expenses incurred after your date of retirement is \$5,000 for each individual member of your family.

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

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

9. DENTAL CARE BENEFIT

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

Eligible services are all reasonable and customary dental services which are recommended as necessary and performed by a qualified dentist or physician and for which a Treatment Plan has been submitted to and approved by the insurer before the services are rendered. The filing of a Treatment Plan is not required if the total cost of the proposed work is less than \$500 or if treatment is rendered in emergency conditions. Eligible dental services are classified under three major categories:

- (a) Basic Services - examinations and cleaning of teeth (once in any six-month period), extractions, fillings and other necessary treatment for the relief of dental pain.

- (b) **Restorative Services - crowns and inlays, bridge work, dentures, root canal therapy (endodontics), and the treatment of tissues and bones supporting the teeth (periodontics).**

- (c) Orthodontia - proper fitting of natural teeth and prevention or correction of irregularities of the teeth.

You will be reimbursed for 100% of the cost of eligible Basic Services incurred by you or your eligible dependents up to a maximum for each insured person of \$700 in a calendar year. You will also be reimbursed for 75% of the cost of Restorative Services and 50% of the cost of Orthodontia to a lifetime maximum benefit of \$4,000 for each insured person for Restorative Services and Orthodontia combined. Effective January 1, 1992 an annual reinstatement of up to \$500 will be provided at the beginning of each calendar year, if required, to restore the lifetime maximum to the level of \$4,000. At no time will the maximum exceed the original amount. Benefits will be paid on the basis of the lesser of the actual fee charged or the amount stated in the current Dental Association Schedule of Fees in the province in which you reside. If optional procedures are possible, benefits will be payable in accordance with the procedure involving the smallest fee.

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

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

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

10. HOW TO CLAIM

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

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

- a) **WEEKLY INDEMNITY BENEFIT** - Claim must be filed within 90 days of commencement of disability. In case of illness benefits will be paid as previously described only if **you** see a licensed physician no later than the fourth day of disability and remain under the doctor's care until you are able to return to work. If you do not see a doctor by the fourth day, your benefits will be payable only from the day on which you first visit a doctor. In case of accident, you must see the doctor no later than the day following the accident in order to qualify for benefits from the first day; otherwise benefits will be payable as if the disability is due to illness. Diagnosis and prescription by telephone only does not constitute a "visit" for this purpose.

- b) **LONG TERM DISABILITY BENEFIT** - Claim must be filed within 6 months following the date from which LTD benefits become payable but the earlier the better in order to avoid any delay in commencement of your LTD benefit payments.

- c) **SEMI-PRIVATE HOSPITAL BENEFIT** - Claim must be filed within 90 days of the date of hospitalization. Standard claim forms are available at all hospitals. Benefits will be paid to you unless you complete the appropriate section of this form to assign benefits to the hospital.
- d) **MAJOR MEDICAL EXPENSE BENEFIT** - Claim must be submitted no later than the end of the calendar year following the year in which the expense was incurred except that, when your insurance is cancelled for any reason, proof of claim must be submitted within 90 days of the date of termination of your insurance. Itemized bills and statements showing the patient's name, dates of service, prescription numbers for drug expenses and amount of the charges, must accompany the claim form verifying all such expenses including those which you have paid to satisfy the deductible. It is suggested that such claims not be submitted until the total bills exceed the deductible by at least \$10.
- e) **DENTAL CARE BENEFIT** - Claim must be submitted by the end of the calendar year following the year in which the expense was incurred except that proof of claim must be submitted within 90 days of the date on which your insurance is cancelled for any reason. A separate claim form must be filled out for each member of your family for whom you are making claim. The dentist's statement on this form, or any bills supporting your claim, must show the patient's name, dates and nature of the treatment and the charge. If the total cost associated with proposed dental work is \$500 or more, a Treatment Plan must be submitted to the insurer as explained in Section 9. You should have your dentist complete a claim form setting out details as to the proposed treatment and the cost and send this form to the insurance company ~~for~~ their review. You will then be advised as to the charges, or portion thereof, which the insurer considers eligible for benefits. Upon completion of the dental treatment you again submit a claim to receive payment of the approved benefits.

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

PROVINCIAL HOSPITAL AND MEDICAL PLAN'S

The provincial health plan (OHIP) provides basic health benefits for you and your eligible dependents (spouse and unmarried children under age **21**). OHIP provides benefits for standard ward care, medical services such as doctor's calls at office, hospital and home, surgical procedures, administration of anaesthetics, diagnostic procedures and x-rays, chiropractic and osteopathic treatments *, chiropodistic • and podiatric treatments * (* limited to annual dollar maximum), eye tests and specified dental procedures, as stipulated by government regulations.

The Company pays the required payroll tax for the financing of the provincial health plan. All employees will be covered for benefits provided you have applied for coverage for yourself and your dependents.

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

Please see your Human Resources Department for any further information.

LABATT RETIREMENT PLAN

FOR BREWERY WORKERS IN LONDON

This section of the booklet is a **summary** of the main features of the John Labatt Limited Retirement Plan for Wage Employees as amended January **1, 1991** with respect to Brewery Workers employed **by** Labatt Brewing Company Limited in London, Ontario. A complete description of the Plan which is the governing document is available for reference at your Human Resources Office. If you have any questions do not hesitate to seek the answers from your **Supervisor** or Human Resources staff.

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

1. ELIGIBILITY FOR MEMBERSHIP

A new employee becomes a member of the Plan on the **first** day of the month coincident with or immediately following completion of **90** days of work in a **12** month period and his seniority date will then be established as his date of employment for purposes of this Plan.

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

2. CONTRIBUTIONS

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

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

All contributions to the Plan are paid over to the Royal Trust Company to be invested and held in trust for the purpose of paying benefits as provided in the Plan.

3. NORMAL RETIREMENT DATE

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

4. SERVICE AND CREDITED SERVICE

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

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

- (a) From January 1, 1974 you receive a credit of one year for 1800 or more hours of work in a calendar year while a member of the Plan or a prorated partial year of credit for less than 1800 hours. For example, if while a member of the Plan you work only 900 hours in a year, your credit for that year will be one-half year (900 divided by 1800). If you are absent due to disability, you will receive service credits for any periods during which you are totally disabled and receive weekly indemnity or long term disability insurance benefits or Worker's Compensation payments, but in no event will you receive more than one year of credited service for any one calendar year.

- (b) **Your credited service for the period from January 1, 1958 to December 31, 1973** is the number of years for which you have made the required contributions to the Plan.
- (c) If you **were a member of** a previous company pension plan before **January 1, 1958** when the **Labatt Retirement Plan** became effective, your credited service to **December 31, 1957** is the period from your date of employment to **December 31, 1957** but excluding any periods when you were eligible to but did not contribute to the previous plan.

5. CALCULATION OF BASIC PENSION CREDIT

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

- a) for service after **January 1, 1993 - \$32.00** multiplied by the number of years of your credited service after **January 1, 1993;**
- b) for service in **1992 - \$31.00** for one year of credited service in **1992** or a prorated amount for less than one year,
- c) for service in **1991 - \$30.00** for one year of credited service in **1991** or a prorated amount for less than one year,
- d) for service in **1990 - \$28.00** for one year of credited service in **1990** or a prorated amount for less than one year,
- e) for service in **1989 - \$27.00** for one year of credited service in **1989** or a prorated amount for less than one year,
- f) for service in **1988 - \$26.00** for one year of credited service in **1988** or a prorated amount for less than one year,

- g) for service in **1987 - \$20.00** for one year of credited service in **1987** or a prorated amount for less than one year;
- h) for service in **1986 - \$19.50** for one year of credited service in **1986** or a prorated amount for less than one year;
- i) for service in **1985 - \$19.00** for one year of credited service in **1985** or a prorated amount for less than one year;
- j) for service in **1984 - \$17.25** for one year of credited service in **1984** or a prorated amount for less than one year;
- k) for service in **1983 - \$16.50** for one year of credited service in **1983** or a prorated amount for less than one year;
- l) for service in **1982 - \$15.00** for one year of credited service in **1982** or a prorated amount for less than one year;
- m) for service in **1981 - \$14.00** for one year of credited service in **1981** or a prorated amount for less than one year;
- o) for service in **1980 - \$13.00** for one year of credited service in **1980** or a prorated amount for less than one year;
- p) for service to December **31, 1979** - the amount of monthly basic pension to your credit for service to December **31, 1979** determined in accordance with the terms of the Plan in effect to December **31, 1979**.

6. AMOUNT OF NORMAL RETIREMENT PENSION

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

16) and any *statutory pension* (such as *CPP and OAS*) which is payable to you under government plans. You may also qualify for a supplement from the Labatt Retirement Plan under the minimum pension provision explained in Section 7.

7. MINIMUM PENSION AT NORMAL RETIREMENT

If you retire at age 65 with at least 30 years of credited service you are entitled to a minimum monthly pension from Company plans and the Canada Pension Plan combined of:

- a) **\$1,780**, if you retire on or after January 1, 1991;
- b) **\$1,835**, if you retire on or after January 1, 1992;
- c) **\$2,000**, if you retire on or after January 1, 1993.

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

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

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

To determine what, if any, amount of supplement is needed, your basic pension from Company plans is the basic amount payable before the amount of the survivorship pension is calculated, and your CPP pension is the amount you are entitled to receive when you first become eligible at Normal Retirement age, whether or not you actually make application for such benefits, but disregarding any increase in your CPP pension after its date of commencement.

8. SPECIAL EARLY RETIREMENT

If you are age **60** or over and you have 30 or more years of credited service you may elect Special Early Retirement in which case you will be entitled to an immediate accrued basic pension equal to the amount of basic pension to your credit for service to your date of early retirement, without reduction for your earlier age of retirement.

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

- a) if you retire on or after January **1, 1991 - \$1,537**
- b) if you retire on or after January **1, 1992 - \$1,562**
- c) if you retire on or after January **1, 1993 - \$1,695**

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

- a) if you retire on or after January **1,1991 - \$1,780**
- b) if you retire on or after January **1,1992, - \$1,835**

c) if you retire on or after January 1, 1993 - \$2,000

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

This recalculated supplement shall become your lifetime supplement.

In addition to this recalculated lifetime supplement, you may be entitled to receive a further supplement if you retire before December 31, 1993. This further supplement will represent the amount, if any, necessary to produce a total pension from Company Plans equal to the pension that would be payable if you were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, your accrued pension including any escalation thereof and your related credited service at the date of your retirement. This further supplement shall then be added to and form part of your lifetime supplement.

9. 85 POINT RETIREMENT

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

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

10. OTHER EARLY RETIREMENT

At any time after you are age 55, you may request early retirement and elect to draw your pension. If you retire after having reached age 55 but prior to having qualified for Special Early Retirement or 85 Point Retirement, you are entitled to an immediate pension equal to the amount of vested accrued basic pension to your credit for service to the date of your retirement, reduced by 1/3% for each month (i.e. 4% per year) you are under age 65 when your pension commences.

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

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

11. DISABILITY RETIREMENT (before age 65)

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

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

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

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

12. DEATH AFTER RETIREMENT JOINT AND SURVIVOR PENSION

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

A plan member with an eligible spouse who takes Normal, Special Early, 85 Point, Disability or Other Early Retirement on or after January 1, 1991, shall receive a joint and survivor pension, unless the member delivers to the Plan Administrator (through your Human Resources office) a written waiver of such entitlement in the prescribed form within the 12 month period immediately preceding the commencement of the payment of the pension benefit.

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

13. DEATH BEFORE RETIREMENT

If you should die on or after January 1, 1991, while in the service of the Company and after you have reached age 55 and have 10 years of service, your eligible surviving spouse will receive a pension for his/her remaining lifetime. His/her pension will be equal to the amount of pension he/she would have received from the Plan had you retired as of your date of death and elected a reduced joint survivorship pension based on your reduced accrued basic pension and lifetime supplement (without the actuarial reduction, if any), but his/her pension will be subject to a reduction if he/she is more than 10 years younger than you. Pension payments to your eligible surviving spouse are guaranteed to return any required contributions you have made to the Plan with interest to your date of death.

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

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

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

14. IF YOU LEAVE THE COMPANY

If your service is terminated on or after January 1, 1991 (other than by retirement or death) and if you have completed at least 2 years of credited

service with the Company, you will be entitled to a deferred monthly pension at age 65 equal to the accrued basic pension and lifetime supplement to your credit.

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

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

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

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

15. ESCALATION OF PENSION AFTER RETIREMENT

If you retired prior to January 1, 1988 from the service of the Company pursuant to any of the types of retirement listed above, your pension will be reviewed from January 1st of each year which follows your retirement date. Your accrued basic pension shall be increased on each January 1st following your retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%.

If you retire on or after January 1, 1988 from the service of the Company pursuant to any of the types of retirement listed above, your pension and lifetime supplement will be reviewed from January 1st of each year which follows your retirement date. Your accrued basic pension and lifetime supplement, if any,

shall be increased on each January 1st following your retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%.

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

16. PREVIOUS PLANS (before January 1, 1958)

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

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

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

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

17. OTHER INFORMATION

- a) Annual Statement - You will receive a statement following each calendar year end showing the amount of benefits to your credit under the Plan.
- b) Benefits Not Assignable - The benefits provided under the Plan are not assignable except as is specifically provided with respect to death benefits nor may you borrow against them at any time. Similarly, except as specifically provided at termination of service or in connection with death, no benefit can be surrendered.
- c) Eligible Surviving Spouse - Your spouse is eligible for a surviving spouse's pension under Section 12 or 13 provided you have been married for at least one year before your retirement or death, whichever is earlier. Under certain circumstances a common-law spouse may qualify and the Human Resources Department will answer your questions in this respect.
- d) Income Tax - All pension payments received from Company pension plans are considered as income for tax purposes in the year in which received. Your CPP and OAS pensions must also be reported as taxable income when you file your annual tax return. Similarly, all monies received in lump sum withdrawals or death benefits must be declared as income for tax purposes in the year in which received and are taxable unless such monies are transferred to a registered retirement savings plan.

18. GOVERNMENT PENSION PLANS

Statutory benefits from government plans such as the Canada Pension Plan

(CPP) and the pension under the Old Age Security Act (**OAS**) are in addition to the benefits payable under the Labatt Retirement Plan. Under current legislation your CPP pension is payable when you reach age 65, or as early as age 60 on a reduced basis. The amount of your CPP pension is dependent upon the amount of your earnings on which you have made CPP contributions and the period during which you contributed. To illustrate, an employee who retires at age 65 in 1991 and who is entitled to maximum benefits under the Canada Pension Plan receives a pension of \$605 per month when he retires. After CPP pension commences it is subject to adjustment each following January 1st depending upon increases in the Consumer Price Index.

Your OAS pension is also payable from age 65 but if you take up residence outside Canada your OAS pension may be discontinued unless you have been a Canadian resident for a prescribed number of years. If you plan to move out of Canada you should check into these requirements. The amount of OAS pension is subject to quarterly adjustment upward if the Consumer Price Index increases. In January, 1991 the OAS pension was \$355 per month.

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

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

19. PENSION EXAMPLES

The following examples have been calculated based on the Labatt Retirement Plan provisions as amended January 1, 1991 and assuming the employee is credited with at least 1800 hours in each year until retirement. Minimum pension supplements are determined by taking into account the actual amount of your CPP pension when you become eligible to receive it.

EXAMPLE A: Normal Retirement Pension in **1988** with **30** years of Credited Service

This example is based on a member who:

- retires as of July 1, 1991 at age 65
- has credited service of 19 years to December 31, 1979 with basic pension credited to that date of **\$250** per month. **\$250.00**
- has credited service of 11 years from January 1, 1980 to December 31, 1990 with basic pension credited as follows:

For service in **1980 - \$13.00**

1981 - 14.00

1982 - 15.00

1983 - 16.50

1984 - 17.25

1985 - 19.00

1986 - 19.50

1987 - 20.00

1988 - 26.00

1989 - 27.00

1990 - 28.00

Total - **\$215.25** per
month

215.25

- works 40 hours in each of 26 weeks in 1991 for a total of $(40 \times 26) = 1040$ hours which gives the employee credited service in 1991 of $(1040 / 1800) = 0.58$ years and a basic pension credit of $\$30.00 \times 0.58 = \17.40 per month **17.40**

TOTAL BASIC PENSION

\$482.65

- the employee is entitled to a minimum monthly total of **\$1,780.00** from

Company plans and CPP pension since this employee has total credited service of $(19 + 11 + 0.58) = 30.58$ years.

From age 65 the employee's monthly retirement income is:

Basic Company pension credited:

-	to Dec. 31, 1979	\$ 250.00
-	Jan. 1, 1980 to Dec. 31, 1990	215.25
-	Jan. 1, 1988 to June 30, 1991	<u>17.40</u>
Total Basic Pension		482.65
Add CPP Pension (as in 1991)		604.86
Add LRP lifetime supplement		<u>692.49</u>
Total from Company plans and CPP		1,780.00
Add OAS pension (as in Jan. 1991)		<u>354.92</u>
Total monthly income at age 65		<u>\$2,134.92</u>

EXAMPLE B Surviving Spouse's Pension

This example is based on a member who retires as in Example "A", but who is married and whose death occurs shortly after retirement.

The basic pension and the lifetime supplement in Example "A" are reduced by 10% as a result of the member having the survivor benefit.

The member's monthly income at retirement is:

Basic pension (48265x .90)	\$ 434.39
CPP in 1991	604.86
LRP lifetime supplement (692.49x .90)	<u>623.24</u>
Total from Company plans and CPP	1,662.49
Add OAS in 1991	354.92
Total Monthly Income	<u>\$2,017.41</u>

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

The monthly income is:

Basic pension (434.39x .60)	\$ 260.63
CPP in 1991 (605.86x .60)*	362.92
LRP lifetime supplement (623.24x .60)	<u>373.94</u>
Total from Company Plans and CPP	<u>\$ 997.49</u>

In addition, if the surviving spouse is age **65** or over she will qualify for the OAS monthly benefit of **\$354.92**.

* Spouse is age **65**. Amount of CPP spousal pension depends on age of spouse at time of employee's death.

EXAMPLE C Normal Retirement Pension in **1991** with **25** years of Credited Service

This example is based on a member who:

- retires as of January 1, 1991 at age 65
- has credited service of 14 years to December 31, 1979 with basic pension credited to that date of \$180.00 per month **\$180.00**
- has credited service of 11 years from January 1, 1980 to December 31, 1990 with basic pension credited as follows:

For service in	1980 - \$13.00
	1981 - 14.00
	1982 - 15.00
	1983 - 16.50
	1984 - 17.25
	1985 - 19.00
	1986 - 19.50
	1987 - 20.00
	1988 - 26.00
	1989 - 27.00
	1990 - <u>28.00</u>

	Total <u>\$215.25</u>	
per month		\$215.25

- the employee is entitled to a basic monthly pension at age 65 of **\$395.25**

At age 65 the employee is entitled to a supplement to provide a pro-rata minimum pension calculated as follows:

Minimum pension for 30 or more years of credited service	\$1,780.00
Subtract 1991 CPP	<u>-604.86</u>

Minimum from Company pension plan based on 30 years service	1,175.14
Minimum from Company pension plan based on 25 years of service (25/30 x 1,175.14)	979.28
Subtract basic pension (as above)	<u>-395.25</u>
Monthly supplement needed	\$ 584.03
From age 65 the employee's monthly income is	
Basic LRP pension	\$ 395.25
LRP supplement	584.03
Total CPP pension	<u>604.86</u>
Total from Company and CPP	1,584.14
Add OAS pension (as Jan. 1991)	<u>354.92</u>
Total monthly income at age 65	<u>\$1,939.06</u>

EXAMPLE D: Special Early Retirement in 1991

This example is based on a member who retires as of January 1, 1991 at age 63 with a total of 30 years of credited service.

Basic pension ~~is~~ accrued as follows:

- 19 years to December 31, 1979	\$ 250.00
---------------------------------	-----------

- 11 years from Jan. 1, 1980 to Dec. 31, 1990:

1980 - \$13.00
1981 - 14.00
1982 - 15.00
1983 - 16.50
1984 - 17.25
1985 - 19.00
1986 - 19.50
1987 - 20.00
1988 - 26.00
1989 - 27.00
1990 - 28.00

Total \$215.25
per month

\$215.25

Total Monthly Basic Pension

\$465.25

As per the Special Early Retirement provisions of this plan, this member qualifies for Special Early Retirement and will receive his basic pension without reduction, a lifetime supplement, and a temporary supplement, to reach the Special Early Retirement minimum of **\$1,537** per month in **1991**.

At age 65, which in this example is 2 years later, the temporary supplement will cease and the lifetime supplement will be recalculated such that the member in **1993** at age 65 would then receive his basic pension without reduction, the recalculated lifetime supplement, and full unreduced CPP benefits to reach the normal retirement minimum in **1993** of **\$2,000.00** per month.

The employee's monthly income will be:

At age **63** in **1991**:

Basic Company Plan pension

\$465.25

Lifetime supplement [NRD min. at 1991 - CPP - Basic Pension] [\$1,780.00 - \$604.86 - \$465.25]	709.89
Temporary supplement [SER min. at 1991-Basic Pens.-Lifetime Supp.] [\$1,537.00- \$465.25- \$709.89]	<u>361.86</u>
Total (SER minimum 1991)	<u>\$1,537.00</u>

At age 65 in 1993:

Basic Company Plan pension (\$465.25 indexed at 2% each of 2 years)	\$484.05
Recalculated lifetime supplement [NRD min. at 1993 - Basic Pens. - CPP] [\$2,000.00 - \$484.05 - \$654.00]	861.95
CPP benefits (projected to 1993)	<u>654.00</u>
Total from Company plans and CPP	2,000.00
Add OAS (projected to 1993)	<u>380.00</u>
Total Income at Age 65	<u>\$2,380.00</u>

The member in this example elected to receive full CPP benefits at age 65.

Had the member elected to receive reduced CPP benefits at retirement (in this example age 63) the calculation of his LRP pension would not be affected.

EXAMPLE E: 85 Point Retirement

This example is based on a member who is 55 years of age as of January 1, 1991 and has credited service of 30 years. As this member's age and years of credited service equal 85, the member qualifies for 85 point retirement.

The member's basic pension is accrued as follows:

-	19 years to December 31, 1979	\$ 250.00
-	11 years from Jan. 1, 1980 to Dec. 31, 1990:	
	1980 - \$13.00	
	1981 - 14.00	
	1982 - 15.00	
	1983 - 16.50	
	1984 - 17.25	
	1985 - 19.00	
	1986 - 19.50	
	1987 - 20.00	
	1988 - 26.00	
	1989 - 27.00	
	1990 - <u>28.00</u>	
	Total \$215,25	
	per month	<u>\$215.25</u>
	Total Monthly Basic Pension	<u>\$465.25</u>

At retirement (age 55), the member is entitled to his total basic pension unreduced for early retirement. He is also entitled to a lifetime supplement which is unreduced for early retirement. He is not entitled to a temporary supplement.

The member's monthly income is:

Basic Company Plan pension **\$465.25**

Lifetime supplement

[NRD min. at 1988 - CPP - Basic Pension]

[\$1,780.00- \$604.86 - \$465.25]

709.89

TOTAL MONTHLY INCOME

\$1,175.14

LETTER OF UNDERSTANDING NO. 1

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario **N6A 4M3**

Dear Ron:

This letter is intended to clarify the understanding reached during negotiations regarding the administration of clause **19.14** of the Collective Agreement as related to voluntary and mandatory overtime. The Company agrees to continue its present practise which is outlined as follows:

In the event that overtime is required, the supervisor will normally ask those employees with the fewest number of overtime hours worked to date to work. However, it is recognized that it is not always practicable (or even possible) to follow this procedure. Employees who are asked may choose to work or not to work and the supervisor will continue to solicit in this fashion until sufficient manpower is available. If, after the canvassing of all permanent employees in the department there is still a requirement for additional manpower for overtime, the supervisor will assign the work to probationary or seasonal employees.

When the supervisor by using the above procedure has not satisfied the demand, the permanent employee with the least amount of seniority will be required to work

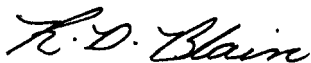
If the foregoing is acceptable to you, would you please sign, date and return two copies to me. As agreed, this letter forms part of the Collective Agreement.

Yours very truly,

For the Union

A handwritten signature in cursive script, appearing to read "Gary Earles".

Gary Earles

A handwritten signature in cursive script, appearing to read "R. D. Blain".

Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 2

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

Subject: Recuperating Permanent Employees

The purpose of this letter is to up-date our understanding regarding the above mentioned subject.

Recuperating Permanent employees, who are capable of performing work being done by temporary employees, will be given the opportunity to do so, until such time as they are able to perform their regular jobs, or, until such time as the temporary work force ceases to exist.

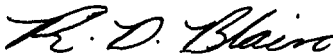
If the foregoing is acceptable to you, would you please sign, date and return two copies to me. As agreed, this letter forms part of the Collective Agreement.

Yours very truly,



Gary Charles

For the Union



Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 3

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

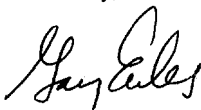
Dear Ron:

This will confirm our understanding reached in recent negotiations whereby the Company agrees to abide by Letter of Understanding Number 3 in the 1988-90 collective agreement if both of the following occur:

1. Main floor clean-up personnel (Utility A & B) are required to **start** their shift at 5:00 p.m. **AND**
2. Soaker floor clean-up personnel are required to start their shift at 4:30 P.M.

Sincerely,

For **The Union**



Gary Earles



Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 4

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink **Workers**
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

This letter is to confirm our understanding at negotiations regarding mandatory 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, the following conditions shall govern such employment and be added to the Collective Agreement.

1. The pension to which the employee has become entitled at his normal retirement date (the "pension") shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.
2. The employee's pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventy-first (71) birthday whichever shall first occur (the "pension date").
3. The employee's pension will include any escalation benefits which occur from his normal retirement date to his pension date.
4. **No** contribution to the Pension Plan will be made after the employee has reached his normal retirement date and no service shall be credited after the

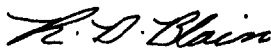
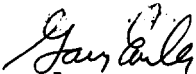
aforementioned date.

5. **An** employee's pension will not be affected **by** any amendments made to the Pension Plan after the employee's normal retirement date.
6. **An** employee's pension benefits will be actuarially reviewed effective as at the pension date having regard to the employee's pension having been deferred since his normal retirement date.
7. For purposes of calculation any minimum pension supplement, the Canada Pension Plan and Old Age Security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.
8. **An** employee ~~who~~ continues in the employ of the Company after his normal retirement date as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.

If the foregoing is acceptable to you, would you please sign, date and return **two** copies to me. As agreed, this letter forms part of the Collective Agreement.

Yours very truly,

For the Union



Gary Earles

Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 5

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

Subject: Sickness Benefits

The purpose of this letter is to clarify our understanding regarding the above mentioned subject.

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

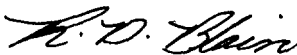
Notwithstanding the above, an employee with ten (10) or more years seniority who is laid off, and who, if recalled within two (2) weeks or less, is unable to report to work due to sickness or non-occupational accident, shall be eligible for participation in the weekly indemnity and long term disability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

Yours very truly,

For the Union



Gary Earles



Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 6

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

Re: Local Bid • Transportation Department

This letter is to confirm our understanding at negotiations regarding the annual bidding of the following local jobs in the Transportation Department.

1. Hostlers
2. Truck Checker
3. Truck Wash

These positions will be open for bid to all permanent drivers with a term from January 1 to December 31 of each year. Selection of applicants shall be based on seniority provided applicants have the ability and are qualified and considering the efficient operation of the Company.

Yours very truly,

For the Union



Gary Earles

Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 7

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local **304**, Branch **1**
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

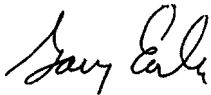
The purpose of this letter is to clarify the Company's intent in the event that the Kegging Department is permanently discontinued at the London plant.

In the event that the above occurs, employees affected will be dealt with in accordance with the provisions of Article **11.14** of the collective agreement. In the application of Article **11.14**, if a senior employee lacks the qualifications (but not the ability) to perform other work in the Brewing Department which is being performed by a junior employee, then the Company will consider the provision of training to the senior employee wherever, in the sole discretion of the Company, this is practicable. It is understood that if such an employee demonstrates an inability to satisfactorily perform the job even with some training, he shall be relocated in accordance with the provision of Article **11.14**.

Any Brewing employees displaced to other department by Kegging employees will have the first opportunity to return to Brewing if vacancies arise within one (1) year of the date of the displacement of the first Brewing employee. Such vacancies occurring within the year shall not be posted but shall be filled by transfer of displaced employees. Employee seniority as of the date of displacement will determine the order that these employees will be returned to Brewing.


If the foregoing is acceptable to you, please sign, date and return two copies to me. As agreed, this letter forms part of the Collective Agreement.

Yours very truly,



Gary Earles

For the Union



Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 8

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. **Box** 5050
London, Ontario **N6A 4M3**

Dear Ron:

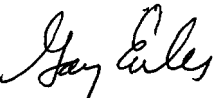
Re: Contracting Out

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

1. Notifying the Union as soon as is practicable of outside contractors coming in to do capital **work**;
2. Posting on the Maintenance information board in the Plumbing Office of capital projects in progress and outside contractors doing said project;
3. Continue the practice of having Labatt employees do capital work considering the efficient operation of the company and whenever **in** the opinion of management this is practicable;
4. Continue restriction of outside contractors to trailers (no permanent on site work shop).

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

Yours very truly,



Gary Earles

For the Union



Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 9

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

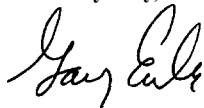
Re: Trial Period for the Packaging Union Executive Work Schedule

The purpose of this letter is to clarify the parameters of a trial period for the Packaging Union executive employee to be scheduled on days. The following parameters apply to this trial period:

- **As** discussed at negotiations Packaging management will implement a trial period of one year to allow the Packaging Union executive employee to be scheduled on day shifts;
- This trial period will be monitored to determine the amount of time being spent on Union business during the day shifts;
- Article 11.11 scheduling requirements will be waived in Packaging for the length of this trial period to allow for this special schedule to be implemented;
- This trial period refers only to the Packaging Department. The Collective Agreement scheduling provisions apply to all other departments;
- Management will decide upon the completion of the trial period the future status of this day shift schedule. The success of the trial will influence any decision on this scheduling arrangement. In the event that management

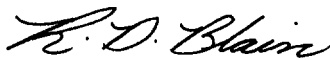
decides to discontinue this scheduling arrangement, the Union will be notified and a meeting will be held as soon as possible to discuss the matter. Such meeting will be held prior to the decision taking effect.

Yours very truly,



Gary Earles

For the Union



Ron Blain

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 10

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

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

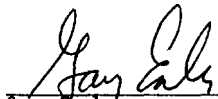
In the event that a promotional sales area is established as part of the retail beer facility at the London Plant any full-time position created as a result thereof will be recognized as a bargaining unit position. It is acknowledged and understood, however, that this position shall be subject to the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

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

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

Yours very truly,

For the Union

A handwritten signature in cursive script, appearing to read "Gary Earles", written over a horizontal line.

Gary Earles
Human Resources Manager

Plant Chairman,
Local 304

LETTER OF UNDERSTANDING NO. 11

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3


Dear Ron:

This letter will confirm the understanding of the parties reached during negotiations concerning the renewal of the "Guidelines for Temporary Summer Work Assignments" and their accompanying terms of settlement of March 22, 1990.


These guidelines will remain in place for the life of the collective Agreement.

Yours very truly,

For the Union



Gary Earles
Human Resources Manager



Ron Blain
Plant Chairman,
Local 304

LETTER OF UNDERSTANDING NO. 12

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

Dear Ron:

Subject: Use of Seasonal Employees Outside Designated Period

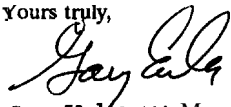
This letter is to reconfirm **our** understanding reached during local negotiations regarding the above mentioned subject.

Both parties recognize that from time to time there is a need to employ seasonal employees for periods of unusual production demands outside the seasonal period as stipulated in Article **5.02(3)**.

The Company agrees they will not abuse the use of seasonal employees and the Union agrees that it shall not unreasonably withhold consent to use these employees outside the seasonal period.

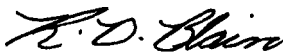
If the foregoing is acceptable to **you**, would you please sign, date and return the original copy to me.

Yours truly,



Gay E. Jones
Human Resources Manager

For the Union



Ron Blain
Chairperson, Local

#304

:cmb

Date: January 16, 1992

LETTER OF UNDERSTANDING NO. 13

Mr. Ron Blain
Chairperson
Brewery, Malt and Soft Drink Workers
Local 304, Branch 1
P.O. Box 5050
London, Ontario N6A 4M3

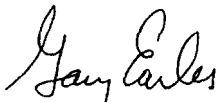
Dear Ron:

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.

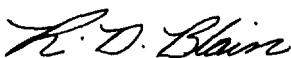
It was further agreed that the Saskatchewan ("less than one week layoff") GWP award would not be applied in Ontario.

Yours truly,



Gary Earles

For The Union



Ron Blain

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