



**AGREEMENT**

BETWEEN

**MOLSON ONTARIO  
BREWERIES LIMITED**

BARRIE, ONTARIO

AND

NATIONAL AUTOMOBILE  
AEROSPACE and AGRICULTURAL  
IMPLEMENT WORKERS

UNION OF CANADA  
(CAW - CANADA)

AND ITS

**LOCAL 306**

**1988 - 1990**

**00666 (02)**

MOLSON ONTARIO  
 BREWERIES LIMITED  
 Barrie, Ontario

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**COLLECTIVE LABOUR AGREEMENT  
BETWEEN:**

**MOLSON ONTARIO BREWERIES  
LIMITED**, a Corporation organized and  
existing under the laws of the Province  
of Ontario, and having a plant in the  
City of **Barrie**, Province of Ontario,  
hereinafter called "The Company"

The Party of the First Part

and

**C.A.W.-CANADA** and its **LOCAL 306**,  
hereinafter called "The Union"

The Party of the Second Part

**SECTION 1  
Scope of Bargaining Unit**

1:01 The Union shall be the exclusive collec-  
tive bargaining representative of all em-  
ployees in the bargaining unit which consists  
of all employees of the Company's Plant at  
**Barrie**, Ontario, except:

- (a) foreman, persons above the rank of  
foreman,
- (b) office and clerical staff;
- (c) hospitality room personnel;
- (d) cafeteria personnel;
- (e) control personnel;

- (f) personnel engaged in a confidential capacity;
- (g) Molson's at Barrie park personnel
- (h) and persons covered by a certificate issued by the Board dated February 8, 1972, to the International Union of Operating Engineers, Local 796;
- (i) groundskeepers.

1:02 The Company will supply to the Union a list of the Supervisory personnel who are classified as foreman and who may perform work as follows:

- (a) to introduce, demonstrate and test, new processes or procedures;
- (b) to demonstrate proper work procedures;
- (c) to determine proper speeds or work loads by operating the equipment;
- (d) in emergencies.

1:03 When the Retail Store operation has one, but less than four (4) "regular, probationary and temporary" employees (excluding the Manager), the Manager shall be free to perform any duties which may be necessary to maintain the Store operation.

## **SECTION 2**

### **Management Function**

2:01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, transfer, promote, demote or discipline employees provided that the claim that an employee has been discharged, transferred, demoted or disciplined without just cause, may be dealt with as provided in Section 7 (Grievance Procedure).
- (c) All matters concerning the operation of the Company's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility.

2:02 It is understood that in exercising these functions the Company must conform to all other causes of this agreement. When an employee is disciplined or discharged, the appropriate Stewart and the Local Union Secretary will be given in writing reasons for such action.

### **SECTION 3**

#### **Non-Discrimination and Non-Harassment**

3:01 The Company and Union agree that there shall be no discrimination against, or harassment of, any employee as outlined in the Ontario Human Rights Code.

The parties also agree that each employee has a right to freedom from sexual harassment in the workplace by the Company, the Union, or by another employee.

## **SECTION 4**

### **Union Security**

**4:01** All probationary and regular employees shall become and remain members in good standing of the Union for the duration of this Agreement, as a condition of employment.

**4:02** All temporary employees hired to fill seasonal or emergency requirements shall obtain a Permit Card from the Union and pay the normal fee to the Union for the same. Should a temporary employee wish to become a probationary employee, and apply for such, and be accepted by the Company as such, then Paragraph 4:01 of this Clause will apply from the date of his acceptance as a probationary employee.

**4:03** The Union will not unreasonably refuse membership to any probationary or regular employee, nor unreasonably refuse to issue Permit Cards to temporary employees. Should the Union refuse membership or Permit Cards it will state its reason for so doing in writing.

## **SECTION 5**

### **Check-Off**

**5:01** Upon receipt of written authorization on a form supplied by the Company (Appendix A), the Company will deduct the Union dues of each employee on the second full week of the month. The amount so deducted



shall be such uniformly assessed dues as may from time to time be assessed by the Union on its membership in accordance with the Constitution and/or By-Laws of the National and Local Union.

In case of any conflict, the By-Laws or Constitution of the National Union shall govern.

5:02 The Company shall deduct such current dues from the employee's wages and will also deduct initiation fees from the employees wages, provided that such written request and authorization is received by the Company prior to the first day of the period so specified.

5:03 The Company agrees to forward to the Financial Secretary of the Local Union by cheque no later than the last day of the month in which the deductions were made, the total amount deducted and a list of the employees from whom the deductions were made and who were not checked-off and the reasons. The Union agrees to indemnify and save the Company harmless from any and all liability arising from any deductions made.

## **SECTION 6**

### **Union Activities**

6:01 No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee or

other work for the Union, provided, however, that permission from the employer is obtained if such activities occur during working hours and interfere with the employee's normal duties on behalf of the Company. It is agreed that such permission if requested, will not be unreasonably withheld in any instance.

**6:02** The Company agrees to grant leave of absence for a period of not more than 12 months, or for the balance of the duration of this Agreement, whichever is the longer, to any employee who has been elected or appointed as an Official of the Local Union, if such duties require him to have leave of absence from his Company duties on a full time basis.

**6:03** Employees on such leave of absence may be continued as active members of the pension and welfare plan upon payment of the total contributions whether from the Union or from the employee concerned. During such periods of leave of absence, the employee's seniority shall continue to accumulate as if he were employed at his regular post by the Company.

**6:04** Union Stewards will be granted reasonable time off from their regular jobs in order to attend grievance and disciplinary hearings within their assigned section in the administration of this Collective Agreement. Time off will be granted subject to permission

being given by the Steward's foreman. It is understood that such permission will not be unreasonably denied and the Steward will not forfeit pay for such time off the job. The "Parties" will make every effort to schedule such hearings during regular working hours.

6:05 The Company may grant leave of absence without pay to any regular employee for urgent personal reasons, and any persons who are absent with written permission shall not be considered to be laid-off, and their seniority shall continue to accumulate during their absence. A copy of such Leave of Absence shall be given to the Local Union Secretary.

## **SECTION 7**

### **Health and Safety**

7:01 It is mutually agreed that both parties hereto will cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health.

7:02 All injuries sustained during work hours, no matter how trivial, must be reported to the Foreman.

7:03 In cases of sickness or accidents which necessitate absence from work the department concerned must be notified as soon as possible.

7:04 Rubber boots, aprons and protective clothing shall be furnished to all men when and where necessary.

All employees not issued rubber boots as their regular footwear shall be entitled to the purchase of safety shoes or boots when and where necessary. It is understood that temporary and probationary employees will be entitled to such reimbursement against a previously purchased pair after becoming a regular employee.

All required safety footwear will be provided to permanent employees on a replacement basis, subject to a maximum allowable expenditure of \$75.00 for each permanent employee per calendar year.

The Company will furnish work clothing and truck driver uniforms as required,

### **SECTION 8 Steward and Grievance Procedure**

8:01 The Company acknowledges the right of the Union to select not more than six (6) employees who shall be Stewards in presenting complaints or grievances to the Company. One Steward shall be selected from each of the following six (6) sections, and will be recognized by the Company to represent employees in his section, upon written notification.

- (1) Brewing
- (2) Packaging - Bottling
- (3) Packing - Shipping and Warehouse/  
Retail Store
- (4) Mechanical

- (5) Transportation
- (6) Groundskeepers

The Company will, upon written notification, recognize a Steward on the afternoon shift in the Bottling section of the Packaging Department. The Steward will only be recognized by the Company for the period for which such shift is required.

The Union may appoint and the Company shall recognize, upon written notification, additional alternate Steward to act in the absence from work of a regular Steward, with respect to any grievance arising in this area.

Schedules will be so arranged that there will be equal representation when there are two shifts, and reasonable representation on the third shift, if there should be one.

The Company shall recognize the local Union President who shall be considered the Plant Chairman if employed by the Company. In the event that the local Union President is not employed by the Company, then the Union may appoint from among the six (6) regular Stewards a Plant Chairman who will act in the absence of the local Union President, in the administration of this Collective Agreement.

8:02 The procedure for handling complaints or grievances of employees shall be as follows:

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

**8:03 Step No. 1**

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

A grievance presented after the aforementioned time limit shall not be arbitrable. If such settlement cannot be arranged the Steward shall then state the grievance in writing in quadruplicate and give the Foreman twenty-four (24) hours to provide a written answer.

**8:04 Step No. 2**

If the decision of the Foreman is not acceptable to the employee, the Shop Steward may appeal the decision within ten (10) working days after the Foreman's decision to the Foreman's immediate Supervisor. The Foreman's immediate Supervisor will give an answer in writing within two (2) working days after the date on which the grievance was presented to him.

**8:05 Step No. 3**

If the decision of the Foreman's immediate Supervisor is not acceptable to the employee, the grievance may be presented within ten (10) working days after the Foreman's immediate Supervisor's decision by the employee's Shop Steward to the Employee Relations Manager to be taken up at a meeting arranged between Management and the Shop Committee which will be held within five (5) working days from the time of receipt.

One or two additional representatives of the Union's choice may be present at this meeting if requested either by the Company or the Shop Committee. Unless otherwise agreed, Management shall give its decision in writing to the Local Union President or his designate within two (2) working days following the meeting.

**8:06 Step No. 4**

If the decision of Management is not satisfactory to the employee concerned, the Local Union President or Plant Chairman may, by serving written notice within thirty (30) days of the date on which Management's decision was received, appeal therefrom to an impartial arbitrator selected by the Company and the Union. In the event, agreement to an arbitrator cannot be reached, either party may apply to the Minister of Labour for Ontario for the appointment of an arbitrator in accordance with the Ontario Labour Relations Act and Regulations.

**8:07** The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties hereto.

**8:08** No matter may be submitted to an arbitrator which has not been properly carried through all previous stages of the grievance procedure, and no person may be appointed as an arbitrator who has taken part in an attempt to negotiate or settle the grievance.

**8:09** An arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. He shall, however, in respect of a grievance involving the suspension or discharge of any employee, be entitled to set aside or substitute such other penalty as to the arbitrator seems just and reasonable in all the circumstances.

**8:10** With respect to grievances involving discharge, the grievance shall be put in writing by the Steward and Step Nos. 1 and 2 shall be omitted, and the grievance shall be dealt with by starting with Step No. 3 herein.

**8:11** It is also agreed that if any dispute arises between the parties to this Agreement concerning the general policy of either the Union or the Company which affects the orderly administration of this Agreement, that either party may invoke the grievance procedure and arbitration beginning with a conference at Step No. 3.



**8:12** Time ~~limits~~ at any step of the grievance procedure may be extended by mutual agreement between the parties.

## SECTION 9 Seniority

**9:01** The general intent of the succeeding clauses is to ensure to regular employees, as much job seniority, based on length of service with the Company, as it is possible and practicable for the Company to grant and also, as far as it is equitable to do so, between employees concerned in the application of these clauses.

**9:02** A probationary employee is one who has been hired with a view to his becoming a regular employee, but who has not yet actually worked for ninety **(90)** working days. Such employees do not have any seniority rights, and their names will not appear on seniority lists during their period of probation.

**9:03** A regular employee is one who

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

(b) Has actually worked in excess of ninety **(90)** working days as a probationary employee, or

(c) Having been reclassified from temporary to probationary status, has actually worked in excess of a total of ninety (90) working days from the commencement of his last employment with the Company.

**9:04** With the exception of temporary tradesmen, a temporary employee is one who at the time of hire is employed to fill a job vacancy created as a result of illness, leave of absence, vacation replacements, or during the period March 15 to October 1, or during Christmas and New Year Production or for other bona fide operational requirements.

A temporary tradesman is one who is employed to fill a tradesman job vacancy created as a result of illness, leave of absence or vacation replacement.

These employees shall have no seniority rights under the seniority provisions of this Agreement and their retention shall be solely at the discretion of the Company.

A temporary employee who has worked in excess of one hundred and thirty two (132) days in a continuous twelve (12) month period will automatically be classified as a regular employee and will be credited with a seniority date Ninety (90) days prior to the date that he accumulated one hundred and thirty-two (132) days of work in a continuous twelve (12) month period. This shall include temporary tradesmen.

9:05 Seniority lists will be revised and posted on Union Bulletin Boards every six months, and copies shall be supplied to the Union Steward.

### **SECTION 10**

#### **Termination of Seniority**

An employee will automatically lose his seniority and cease to be an employee of the Company for any of the following reasons:

- (i) If he quits;
- (ii) If he is discharged for just cause;
- (iii) If an employee is absent from work for three (3) consecutive days without having notified the Company and received permission to be absent in advance where that is possible;
- (iv) If he accepts gainful employment while on a granted leave of absence without the Company's previous consent in writing;
- (v) If an employee has been laid off and fails to report for work within seven (7) days after written notice to report to work has been mailed to his last address registered with the Company, provided that when an employee is recalled to work and does not report within forty-eight (48) hours, the Company may recall the next employee in line, but he is subject to being displaced if the first employee recalled does report within seven (7) days;

- (vi) In case of lay off for a period of twelve (12) months for employees with less than five (5) years' seniority and in case of lay off for a period of twenty-four (24) months for employees with five (5) or more year's seniority.

## SECTION 11 Lay-off and Recall

**11:01** Whenever it is necessary to reduce the working staff in any department, the reduction shall be accomplished as follows:

**11:02** The Company shall first lay off temporary employees plant wide followed by probationary employees, plant wide, if any, with the exception that temporary and probationary tradesmen and drivers, if any, whose skills continue to be required shall be retained.

**11:03** Thereafter, layoffs of regular employees for an anticipated duration of one month or more will be affected in reverse order of departmental seniority insofar as employees with less than five (5) years seniority are concerned. If it becomes necessary to lay off employees with five (5) or more years of seniority, then such employees will be permitted, if qualified, to displace more junior employees in other departments.

11:04 Temporary and probationary employees who are laid off in a department shall not have any rights to displace temporary, probationary or regular employees in other departments.

11:05 The application of seniority for regular employees will not be available until the beginning of the next regular shift.

11:06 Members of the Shop Committee shall be exempt from lay off as long as there is work within the Plant which they are qualified to perform satisfactorily.

11:07 In all cases employees who are transferred to a different department as a result of the application of these seniority rules must be able to perform the job satisfactorily, and must accept the rate of the job which they are assigned.

11:08 When the working force of a department is increased following a lay off, the employees will be recalled to their former department from transfer or a lay off in order of seniority.

11:09 When recalling employees from lay off and it is not possible to notify an employee by means other than mail, notification shall be given by registered mail addressed to the last address recorded with the Personnel and Industrial Relations Department. It is the employee's responsibility to keep the Company informed of any change of address.

**SECTION 12**  
**Application of Seniority to Promotions or**  
**Vacant Positions**

12:01 When a higher-rated job, newly established job or other declared vacancy exists within the department on the basis of qualifications, with preference to employees having the greatest seniority according to the Departmental Seniority List. For the purposes of this section, a “higher-rated job, newly established job or other declared vacancy” will be deemed to include a job where work is performed during the day shift only, as opposed to a job where the work is performed on a rotating or alternating shift basis, provided that the Company’s right to reschedule such a job under other sections of the Agreement is not impaired.

12:02 If there are no sufficiently qualified persons within a department so that a vacancy is not filled; or as a result of a transfer or transfers as outlined in 12:01 there is need for additional employees, they will be obtained by first resorting to the lay off list of that department.

In the event that no person with sufficient qualifications can be selected from that list for the vacancy or position or if there is no employees on the departmental lay off list, then the following procedure will be effected.

12:03 Any position not filled as the result of the operation of 12:01 and 12:02 will be

posted throughout the bargaining unit for a period of three (3) working days. The Local Union Secretary and the Stewards of the department where the vacancy or open position exists will receive a copy of the posting, as well as the names of the applicants, following posting.

12:04 Notwithstanding the foregoing, no posting shall be required for a vacancy resulting from vacation, illness, absenteeism or authorized leave of absence. Nor shall a posting be required for any vacancy or job which the Company announces is not expected to last for more than fifteen (15) working days; but if the position is still available at the end of fifteen (15) working days, then it shall be filled as provided in 12:01, 12:02 and 12:03 above.

12:05 When considering which applicant shall be given a job which has been posted, the qualifications of the applicant shall be given primary consideration, but if there is any choice to be made between two or more applicants having sufficient qualifications for the job, the most senior applicant shall be given the position, but exceptions may be made in favour of an applicant who needs a transfer because of his health or physical condition. Employees in the bargaining unit having sufficient qualifications for the job shall receive the job in preference to persons outside the bargaining unit.

12:06 The Company may fill any position temporarily, either before or after posting, but shall not be obligated to try out all applicants, nor is the Company obligated to fill all vacancies by promotions or transfer from within the bargaining unit.

12:07 Should an employee having greater seniority than the selected applicant be absent from work during the total period of the job posting, shall be permitted to apply for such job within a period of two calendar weeks after the expiry date of the job posting.

### **SECTION 13** **Transfers**

13:01 When an employee is transferred from one department to another except in the case of lay off, his seniority position shall remain in the department from which he was transferred for a period of ninety (90) worked days. If the transfer remains in effect for a period of ninety (90) worked days in a particular department his seniority shall then be transferred to that department permanently, and he shall have no claim to any other department where he may have worked.

13:02 Employees who are transferred from departments or jobs not subject to the provisions of this Agreement shall, if transferred to a department subject to this Agreement, be placed upon the seniority list in that department to which he has transferred after he has worked in that department for a peri-



od of ninety (90) working days. This kind of transfer shall not take place during periods when seniority employees are laid off.

13:03 An employee who has been on a seniority list in any department and is promoted to a position not covered by this Agreement and later demoted shall, after ninety (90) working days in the department to which he has been assigned, be given seniority equivalent to his total service with the Company, except if the demotion occurs before he has worked for ninety (90) working days outside the bargaining unit he may return to his original department and regain his total seniority without delay.

13:04 Any painting work which can be done to the satisfaction of the Company by employees who are laid off will be offered to employees with seniority who are laid off at the rate of wages applicable to the Bottling and Warehouse Machine Operator, so long as they do not displace employees from their regular job.

#### **SECTION 14** **No Strike Clause**

14:01 In view of the orderly procedure arranged for the settlement of complaints and grievances, it is agreed that there will be no strikes or lock outs instigated, endorsed or condoned by either party to this Agreement.

14:02 If an employee in the bargaining unit encounters a bona fide picket line in the course of his normal duties there shall be an immediate conference between the parties hereto before any decision is made by either party as to whether the picket line should or should not be respected.

## **SECTION 15**

### **Notice Boards**

The Company agrees to provide notice boards for the use of the Union and it will allow the Union to post notices of meeting or other official Union notices duly signed by an officer of the Union, provided that prior approval is obtained from the Company for notices other than meeting notices.

## **SECTION 16**

### **Establishment of Classifications**

16:01 Upon the establishment of a new classification not shown in the Agreement, the Company will notify the Union in writing. Such job classification and rate will be subject to negotiation between the parties.

16:02 If the parties fail to reach agreement within ten (10) working days after the date of the written notice in 16:01, the new classification and rate will be implemented. The matter may then be treated as a grievance and submitted to an arbitrator pursuant to the provisions of Section 8:06 within fifteen (15) days of the date of implementation of the new classification and rate.

The arbitrator's decision shall be limited to the matter in dispute and to determining the propriety of the classification and/or rate in dispute.

## **SECTION 17**

### **(A) Hours of Work and Overtime**

(Except Tractor Trailer Drivers employed on Highway Transport Work)

**17:01** Forty hours shall constitute a work week and eight hours (seven and one-half hours work, plus rest periods or lunch time) shall constitute a work day for all in-plant employees.

With the exception of employees assigned to the Retail Store, employees will be scheduled to work five consecutive days or shifts starting the first of such regular days or shifts on either Sunday, Monday, or Tuesday. However, the Company will endeavour to schedule as many employees as practicable on a Monday to Friday basis. The Company will establish and continue a practice with respect to a rotating day off in its Retail Store.

**17:02** Employees so scheduled will be paid at the rate of time and one-half for any work performed in excess of eight (8) hours on any one shift. Hours worked in excess of eleven (11) hours per shift will be paid at the rate of double time. If a sixth consecutive day is worked counting from the first of an employee's regularly scheduled days, that day will be paid at the rate of time and one-

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

Work on Saturday will be paid for at the rate of time and one-half. Work on Sunday will be paid for at double time.

An employee will not be paid at the rate of double time and at the rate of time and one-half for the same hour worked. The Company will endeavour to give twenty-four hours notice to employees who are required for overtime assignments planned for the sixth and/or seventh consecutive work day. The Company retains its unqualified right to assign overtime work without notice where required operationally.

17:03 Except for Tractor Trailer Drivers, the regular day shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. Any shift commencing after 9:00 a.m. and up to and including 5:00 p.m. shall be considered the afternoon shift and any shift commencing after 5:00 p.m. and before 6:00 a.m. shall be considered the night shift.

17:04 The schedule of hours to be worked each day shall be posted at least one week in advance of the first of such scheduled

days, and the scheduling shall provide for at least fifteen (15) hours elapsed time between the close of each man's shift and the start of his next shift, except where an employee is scheduled to change from one group of consecutive shifts to another. In this case, the said elapsed time may be reduced to seven (7) hours.

Without changing schedules posted pursuant to the preceding paragraph an employee may be requested to take over a work assignment different from that which was posted for him, provided he is given four (4) working hours notice of such change, and further provided that at least seven (7) hours time will elapse from the end of his posted assignment to that of his new assignment. If these two conditions are not met the employee shall be paid at the rate of time and one-half for the first eight (8) hours worked by him on the changed work assignment.

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

17:05 There shall be two fifteen minute rest periods per day, one taken before and the other after the lunch period. If an employee is scheduled to work at least two hours in addition to his regular shift, he shall be allowed a fifteen minute break period, and an additional fifteen minute break period for each two hours of overtime thereafter.

Employees who are required to work no less than three (3) continuous hours of overtime immediately prior to or following their regular shift shall be granted a meal allowance of three dollars (\$3.00).

## **SECTION 18**

### **(B) Hours of Work and Overtime**

(Highway Transport Work and Garage Employees and Shunters)

**18:01** Forty hours, Monday to Friday, shall constitute a work week for Tractor Trailer Drivers. Tractor Trailer Drivers shall be entitled to receive time and one-half for hours worked in excess of forty hours per week. Hours worked on Saturday will be paid at time and one-half. Hours worked on Sunday will be paid at double time. Tractor Trailer Drivers will be paid at the rate of time and one-half for hours worked in excess of ten on a daily basis or in excess of forty on a weekly basis.

### **18:02 Garage Employees and Shunters**

(i) Forty hours shall constitute a work week and eight hours shall constitute a work day for Garage Employees and Shunters. Any work performed between eight and eleven hours daily or on Saturday will be at the rate of time and one-half. Work performed over eleven hours daily will be at double time,

(ii) Garage employees and shunters who are required to work no less than three (3) continuous hours of overtime immediately prior to or following their regular shift shall be granted a meal allowance of three dollars (\$3.00).

(iii) In the event that a Shunter is assigned a regular trip beyond a radius of forty kilometers from the plant the provisions of paragraph 18:03 (A) will apply.

### **18:03 Meal Allowance**

A. For trips beyond a radius of forty kilometers from the Plant, Tractor Trailer Drivers will receive a meal allowance of \$1.50 per 100 kilometers. (Effective January 1, 1989 the meal allowance will be \$1.55 per 100 kilometers and effective January 1, 1990 the meal allowance will be \$1.60 per 100 kilometers). The minimum meal allowance shall be three dollars (\$3.00).

B. The Company will reimburse Tractor Trailer Drivers for amounts expended for sleeping accommodation on presentation of valid receipts and will allow an extra \$11.50 for breakfast on such occasions.

C. If a Tractor Trailer Driver is held up 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 given an extra meal allow-

ance of five dollars for each of such days held over, and will be credited with eight hours work for each day held over.

#### **18:04 Break Periods**

Tractor Trailer Drivers, Garage Employees, and Shunters will be granted two break periods of fifteen minutes per day, ~~one taken~~ before and the other after the lunch period.

Employees will be granted a fifteen minute break period prior to the commencement of daily overtime which is expected to be at least two hours duration, and an additional fifteen minute break period for each two hours of overtime thereafter.

#### **18:05 Outside Trucks**

The Company agrees not to use outside trucks for any delivery which is normally made by the Company's trucks and while an employee on the seniority list, who is qualified to drive, is laid off.



**SECTION 19**  
**Plant Holidays**

**19:01** The Company agrees that the following Holidays will be recognized as set forth below:

New Year's Day	<b>1988</b>	<b>1989</b>	<b>1990</b>
January 2nd	Thurs. Dec.31/87	Mon. Jan.2	Mon. Jan.1(Tues. Jan.1/91
Good Friday	Fri. Jan./188	Tues. Jan.3	Tues. Jan.2(Mon. Dec.31/90
Easter Monday	Fri. Apr.1	Fri. Mar.24	Fri. Apr. 13
Victoria Day	Mon. Apr.4	Mon. Mar.27	Mon. Apr.16
Dominion Day	Mon. May 23	Mon. May 22	Mon. May 21
Civic Holiday	Fri. July 1	Fri. June 30	Mon. July 2
Labour Day	Mon. Aug. 1	Mon. Aug.7	Mon. Aug.6
Thanksgiving Day	Mon. Sept.5	Mon. Sept.4	Mon. Sept.3
Christmas Day	Mon. Oct.10	Mon. Oct.9	Mon. Oct.8
Boxing Day	Mon. Dec.26	Mon. Dec.25	Tues. Dec.25
	Tues. Dec.27	Tues. Dec.26	Wed. Dec.26

**19:02(a)** Employees on the seniority lists will receive eight hours straight time pay for each of such holidays without being required to work on such days provided that:

(i) the employee has worked at least five days during the twenty working days immediately preceding the day on which such holiday is observed, and

(ii) the employee has not been absent without permission on the last work day scheduled for him immediately prior to the date on which the said holiday is observed or the first work day scheduled for him immediately after the day on which the said holiday is observed.

**(b)** Probationary employees who have completed thirty **(30)** days of work for the Company since their most recent date of hire and who would be eligible for Plant holidays were they on the seniority list by having satisfied all **pre-conditions** for plant holiday entitlement for regular employees be entitled to benefit from such plant holiday provision.

**19:03** In a calendar week in which one or more plant holidays are observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays.

**19:04** When an employee is required to work any hours on any of the plant holidays referred to in **19:01**, he shall receive double time

for the hours worked in addition to pay for the holiday, and if called in to work on such a day, he shall be provided at least four (4) hours of work or pay at the double time rate.

**19:05** When any of these holidays are observed during an employee's vacation, he shall receive one day's pay for each of such holidays in addition to his regular vacation payment, unless by mutual agreement between the employee and the Company the employee is given another day off with pay in lieu of such holiday. Such lieu day shall be scheduled by mutual agreement between the employee and the Company.

**19:06**

(a) In the event the Brewers' Warehousing Company Stores are not permitted to open for sale to the public throughout the entire Province by virtue of an edict of the Liquor Control Board of Ontario, Tractor Trailer Drivers will be credited with eight (8) hours pay without being required to work.

(b) In any work week in which a Liquor Control Board of Ontario Holiday, which is not Province wide is declared and in which a Tractor Trailer Driver has worked less than forty hours, solely because of the Holiday, the Company will credit the Driver with sufficient hours, up to a maximum of eight hours, to bring his total hours for that week to forty hours. Tractor Trailer Drivers required to work on the Holiday will do so at straight time.

(c) Retail Store employees who are not required to work on Holidays and election days proclaimed by the Liquor Control Board of Ontario in addition to those enumerated above, shall receive their normal pay for the day. Such time will be counted as time worked for the purpose of computing normal weekly hours. If employees are required to work on such days, they shall, in addition to their normal pay for the day receive double time for their actual hours of work, with a minimum of four hours.

(d) If a Retail Store employee voluntarily elects to work on his regular day off in the week in which an additional holiday 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.

## **SECTION 20**

### **Vacations**

#### **20:01 Vacation Leave**

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 or more of seniority as of May 1 st - 2 weeks;

- (c) Regular employees who have three or more years of seniority as of May 1st - 3 weeks;
- (d) Regular employees who have eight or more years of seniority as of May 1st - 4 weeks;
- (e) Regular employees who have fifteen or more 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;

20:02 The initial establishment of the fourth, fifth, sixth and seventh week of vacation will be made with reference to the employee's seniority anniversary date as though established as of May 1st.

20:03 Employees who have not attained regular status as of May 1st will receive vacation pay at the rate of 4% for the period from date of hire to May 1st.

20:04 Summer vacations shall be limited to two consecutive weeks which shall be scheduled in a fourteen week period commencing the second Monday in June, but wherever practical, such summer vacations may be taken outside this period if mutually satisfactory to an employee and his supervisor.

Additional weeks of vacation for employees with three or more years of service shall be taken outside the regular summer vacation period.

Vacations are to be granted by seniority (regardless of shift) and within occupational groups where applicable.

#### **20:05 Vacation Pay**

For each week of vacation leave an employee shall receive forty hours of pay at his current hourly wage rate.

#### **20:06 Vacation Bonus**

In addition to the normal vacation pay provided by paragraph 20:05 above, a vacation bonus for certain employees will be established on May 1st of each year when vacation leaves are established, assuming that all such vacation leaves will be paid for on the basis of wage rates then in effect.

Employees who have three or more years of seniority as of May 1st, will be paid a vacation bonus of 20% of their normal vacation payment. This bonus will be available for payment in a lump sum upon notice by the employee one week prior to the commencement of his vacation.

#### **20:07 Vacation Payment on Termination**

All terminations will be handled on the following basis:

(a) Employees who had received their vacations earned as of May 1st prior to termina-

tion shall receive a pro rata payment of 4%, 6%, 8%, 10%, 12%, or 14% as applicable, of earnings from May 1st to date of termination.

(b) Employees who had not received their earned 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 and temporary employees shall be entitled only to vacation pay in accordance with provisions of the Ontario Employment Standards Act.

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

20:08 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.

20:09 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 21**

### **Bereavement Allowance**

Should a bereavement occur in an employee's immediate family (members of his household, parents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law) he may request a bereavement leave, and he shall be granted such time off with pay as is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be in the discretion of the Company, depending upon the time of the bereavement in relation to his regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days.

One day's leave will be granted an employee, upon prior request, so as to permit him to attend the funeral of other in-laws not listed above or of a grandparent or a grandchild.



**SECTION 22**  
**Wage Rates and Classification**

**22:01** The following minimum wage rates for the respective classifications shall be effective the dates indicated:

	Apr. 1, 1988	Jan. 1, 1989	Jan. 1, 1990
Regular Employees			
Bottling and Whse. Machine Operator	\$17.40	\$18.05	\$18.75
Retail Store	17.40	18.05	18.75
Brewing Dept.	17.40	18.05	18.75
Tractor Trailer Drs.	17.65	18.30	19.00
Garage Helper	17.45	18.10	18.80
Oiler	18.35	19.00	19.70
Tradesman "A"	20.37	21.13	21.95
Groundskeepers	17.40	18.05	18.75

**Others**

Temporary Tractor Trailer Drivers	10.65	10.99	11.35
Probationary Tractor Trailer Drivers	11.62	12.01	12.43
Temporary	9.06	9.40	9.76
Probationary	10.50	10.89	11.31
Temp. Tradesmen	14.58	15.13	15.72
Prob. Tradesmen	15.83	16.42	17.06

**22:02** Charge Hands will be paid at the same hourly rate as the men whom they are supervising, plus an additional **22** cents per hour.

**22:03** Except the Retail Store, the regular day shift shall commence between the hours of 6 a.m. and 9 a.m. Any shift commencing after 9 a.m. and before 5 p.m. shall be considered the afternoon shift, and any shift commencing after 5 p.m. and before 6 a.m. shall be considered the midnight shift.

**22:04** Hourly rates contained in the schedule of wages of this Agreement shall be paid for all regular or day shift work. The afternoon shift shall receive a premium of fifty-five (55) cents per hour. The midnight shift shall receive a premium of seventy-five (75) cents per hour, eighty (80) cents effective January 1, 1989 and eight five (85) cents effective January 1, 1990).

These premiums constitute separate fixed items of pay and shall not be included in basic rates for the calculation of overtime or premium payments nor shall they be included in the calculation of pay for legal holidays if not worked.

Afternoon and night shift premiums do not apply to Retail Store employees.

**22:05** Employees who are transferred pursuant to the seniority provisions in order to avoid laying them off shall immediately take the rate for the job to which they are assigned.

**22:06** Employees who are temporarily transferred to a vacant job for the convenience of the Company shall continue to receive their usual rate.

22:07 An employee who is transferred temporarily to more highly paid work shall continue to receive his usual rate unless the transfer continues for one fully working day or more, in which case he shall receive the higher rate for the entire period of the transfer.

22:08 An employee who regularly works on jobs having two rates shall, if he worked twenty hours or more in the week, receive the higher rate for the full week.

22:09 Time off shall not be given in lieu of overtime or premium hours worked.

### **SECTION 23**

#### **Reporting Allowance**

23:01 When an employee reports for work at the customary time scheduled for him without being notified to the contrary and is assigned less than four hours of work he shall be paid at least four hours at straight time rates.

It is understood that an employee may be assigned under such circumstances to work other than his regular assignment.

23:02 When an employee is called in for break-down or emergency work after leaving the plant following his regular shift and before returning to work for his regular shift and is assigned less than four hours of extra work outside his regular shift hours, he shall be paid for at least four hours at the

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

**23:03** If an employee is injured on the job or becomes so ill that he cannot complete his shift after reporting for work in good health he will be sent home and paid for the balance of the shift.

## **SECTION 24**

### **Discipline**

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

## **SECTION 25**

### **Adequate Manpower**

(a) The Company shall supply adequate manpower on all operations in all departments at all times so that any employee will not be required to perform more than a fair day's work.

(b) Clause (a) shall not be construed to mean that the manning of all operations is at present exactly adequate or that all em-

ployees are presently assigned exactly a fair day's work, and accordingly changes in the manning of crews and changes in an employee's work load may be made so long as the resulting situation is not a violation of Clause (a).

## **SECTION 26**

### **Injury or Illness**

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

This Clause shall also apply in the event of a Driver who is required to have a Class A licence on account of failing to meet Government standards for a Class A licence. This will not apply in the event of the loss of a driver's licence for any other reason.

## **SECTION 27**

### **Tool Allowance**

The Company agrees to replace any worn or broken tools and/or purchase new tools, which in its **judgement**, are necessary, up to a maximum of two hundred and fifty-five dollars (**\$255.00**), (effective May 1, 1989 up to a maximum of two hundred and sixty-five dollars (**\$265.00**), effective May 1, 1990 up

to a maximum of two hundred and seventy-five dollars (\$275.00) in any twelve-month period, commencing May 1 of each year.

### **SECTION 28** **Welfare Plan**

The Company will provide a Welfare Plan for employees in the bargaining unit, particulars of which will be outlined in Schedule A.

### **SECTION 29** **Pension Plan**

The Pension Plan for regular employees of Molson Ontario Breweries Limited, who are members of the C.A.W. Local 306, Brewery Workers shall be part of this Agreement. The Plan is summarized in Schedule B. Should there be any dispute respecting the benefits to which an employee is entitled under the Plan, it shall be settled by a mutually agreed upon arbitrator who is a member of the Actuarial Institute.

### **SECTION 30** **Sick Leave**

On January 1st of each year, all seniority employees at work will be credited with six days of Sick Leave at their then existing daily basic wage rate. These days are to be used to offset loss of pay caused by occasional illnesses of up to three normal working days which are not covered by the Weekly

Indemnity ~~Benefit~~ Plan. Any unused portion of Sick Leave will be paid to the employee in cash on the second last pay day before Christmas.

Employees who attain seniority during the year, or, who return to work following a disability absence after the 1st of January of any year, shall be credited at one half their then existing daily basic wage rate, for each full month worked from the date they attained seniority or the date of their return from disability absence respectively.

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

### **SECTION 31**

#### **Jury Duty**

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

**SECTION 32**  
**Cost of Living Allowance**

A Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from January 1, 1990 to December 31, 1990, the first pay period following publication of the December, 1990 Consumer Price Index (1971 = 100), on the basis of 1 cent per hour for each full .3 change in the Consumer Price Index, (1971 = 100) in the period from January 1, 1990 to December 31, 1990 calculated by subtracting the Consumer Price Index (1971 = 100) for the month of December, 1989, after adding thereto 6% of the December, 1989 Consumer Price Index (1971 = 100), from the Consumer Price Index (1971 = 100) for the month of December, 1990.

**SECTION 33**  
**Technological Change**

**33:01** 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 permanent 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 permanently laid off;

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

**33:02**

(a) If 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 permanent layoff of ten (10) or more regular employees, the following provisions shall apply:

(i) The employees ultimately designated for the permanent layoff hereunder, who are eligible for participation in the **GWP**, 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 **10** of the Guaranteed Wage Plan. If any of those employees who are eligible for participation in the Guaranteed

Wage Plan were classified as regular employees prior to March 21, 1988, their separation payment calculation shall include an additional eight (8) weeks of benefit entitlement for the purposes of paragraph (b) of Section 10 of the Guaranteed Wage Plan;

- (ii) Those employees designated for permanent 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, if any employee who is eligible for participation in the Guaranteed Wage Plan was classified as a regular employee prior to March 21, 1988, he 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 34****Duration and Termination or Modification**

This Agreement shall continue in effect until the 31st day of December, 1990, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect until the 31st day of December, 1991, and so on from year to year.

Notice that amendments are required, or of intention to terminate, may only be given not less than thirty (30) and not more than sixty (60) days prior to the termination of the contract.

The parties hereto agree to meet for the purpose of negotiations within twenty (20) days after the giving of notice and if, as a result of such negotiations, the parties fail to negotiate a new Agreement or a modification of the present Agreement prior to the 31st day of December, following the date of such notice, then the Agreement shall terminate on that day of December.

Extensions of not more than thirty (30) days may be mutually agreed upon in order to complete negotiations, if agreement on a renewal appears possible. During any negotiations, following upon notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

SIGNED on \_\_\_\_\_, 1988.

FOR  
THE COMPANY

FOR  
THE UNION

\_\_\_\_\_  
H. MORAN

\_\_\_\_\_  
J. YONEYAMA

\_\_\_\_\_  
R. KITAMURA

\_\_\_\_\_  
T. DOHERTY

\_\_\_\_\_  
R. BUSCH

\_\_\_\_\_  
B. FURYK

\_\_\_\_\_  
B. ELLIS

\_\_\_\_\_  
D. FRALICK

\_\_\_\_\_  
B. MACISSAC

\_\_\_\_\_  
W. HEELEY

## **SCHEDULE A**

### **Welfare Benefits**

The Company is not the insurer of the following benefits, and the terms and conditions set out below shall be governed by the contracts with the insurers. The effective date(s) for improved coverage are indicated where appropriate.

#### **1. Hospital Benefits**

All seniority employees, and their dependents, will continue to be enrolled in the Ontario Health Insurance Plan for standard ward accommodation and be covered for semi-private accommodation under the Company's Major Medical Plan as noted below. Particulars of these plans will be contained in leaflets issued by the Ministry of Health and the Insurer.

#### **2. Life Insurance**

All seniority employees will continue to be insured for an amount of \$31,000. The amount of insurance shall be increased to \$32,000 effective April 1, 1988 (\$33,000 effective January 1, 1989 and \$34,000 effective January 1, 1990) for employees actively at work on those days. Employees not actively at work on the above named days shall only be provided increased insurance coverage upon their return to active employment. Upon retirement, coverage will be reduced to an amount of \$4,000.

### **3. Accidental Death and Dismemberment Benefits**

In case of death by non-occupational accident, a principal amount of \$31,000 will be paid to the named beneficiary of an eligible employee. The amount of insurance shall be increased to \$32,000 effective April 1, 1988 (\$33,000 effective January 1, 1989 and \$34,000 effective January 1, 1990) for employees actively at work on those days. Employees not actively at work on the above-named days shall only be provided increased coverage upon their return to active employment. In the event of loss of two members of the body by accidental means, the full amount will be payable. Similarly, one-half of the amount will be payable for the loss of one member.

### **4. Surgical, Medical Expenses and Diagnostic Benefits**

All seniority employees, and their dependents, will continue to be enrolled in the Ontario Health Insurance Plan, particulars of which are contained in a leaflet issued by the Ministry of Health. Upon retirement at age 65, or, upon retirement after age 60 with 30 years of credited service, coverage will be continued on behalf of each Pensioner and his wife, during the lifetime of the Pensioner.

### **5. Major Medical Benefits**

All seniority employees, and their dependents, will continue to be enrolled in a Major Medical Plan, particulars of which will be contained in a leaflet issued by the Insurer. Highlights of the Plan are as follows:

- employing a **\$10.00** deductible, **\$20.00** family maximum
- **\$10,000** maximum benefit with an annual reinstatement of up to **\$2,500.00** of that maximum benefit at the beginning of each calendar year, if required, to restore the maximum to the level of **\$10,000.00**.
- semi-private hospital benefit included. This is not subject to the **\$10.00** deductible and provides full coverage.
- maternity included on “any other illness” basis.

### **6. Non-Duplication of Benefits**

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

### **7. U.I.C. Rebate**

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



## **8. Weekly Indemnity and Insured Term Disability**

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

Where it is necessary for an employee to have dental surgery, claims under the weekly indemnity plan will be recognized and payments will commence on the fourth day and will continue up to a maximum of two weeks for any such claim upon the receipt of the proper certification by a dental oral surgeon.

An insured Long Term Disability Plan will begin at the end of the 26 week period of disability or at the end of a continuous period of 26 weeks during which an employee has received Worker's Compensation payments and continue until recovery or normal retirement date, whichever occurs first. The Plan will provide payment of 66-2/3% of wages (hourly rate x 40) in effect at any time during the first 78 weeks of the Long Term Plan. Following such period the payment will be 66-2/3 % of wages (hourly rate x 40) in effect

at the end of the said 78-week period. The Long Term Disability Plan and the Weekly Indemnity Plan will be of a standard nature which will include an offset clause for integrating statutory payments such as Canada Pension Plan and Unemployment Insurance, and, in the case of Long Term Disability, will also include an offset clause for integrating Worker's Compensation.

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

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

Note: Benefits for approved Leave of Absence due to pregnancy are covered under the Unemployment Insurance Commission.

## **9. Coverage**

Newly hired employees will qualify for coverage under the Weekly Indemnity and Long Term Disability Plan upon attainment of seniority.

## **10. Dental Plan**

All seniority employees, and their dependents, will be enrolled in a Dental Plan, particulars of which will be issued by the Insurer.

In general, the Plan will provide reimbursement for 100% of the costs of eligible expenses incurred for Basic Services (examination, cleaning, filling, etc.) up to a maximum of \$650.00 per year with a combined Lifetime maximum of \$3,000.00 for Restorative and Orthodontic Services (\$3,250.00 effective April 1, 1988, \$3,500.00 effective January 1, 1989 and \$3,750.00 effective January 1, 1990).

Where Restorative Services are required, the Plan provides for 75% reimbursement of the cost of eligible expenses incurred. Where Orthodontic Services are required, the Plan provides for 50% reimbursement of the cost of eligible expenses incurred.

## **SCHEDULE B**

### **Summary of the Pension Plan**

1. The main provision of the text of the Pension Plan, established at July 1, 1975 and

including amendments as at January 1, 1988, January 1, 1989 and January 1, 1990 are summarized below.

All benefits accrued prior to July 1, 1975 are subject to the provisions of the predecessor Pension Plan in effect at that time.

For the purpose of calculating the Supplemental Benefit provisions, if any, of the Pension Plan, credited service includes the years of service for which pension credits were accrued under the predecessor Plan for all such years back to July 1, 1962. In the calculation of such Supplemental Benefit Provisions herein, the employee's pension will include earned pension benefits under both the predecessor and the current Pension Plan.

## **2. Eligibility**

All full time, regular employees within the bargaining unit are covered by the Plan after the completion of six months continuous service.

## **3. Contributions**

The Plan is non-contributory.

## **4. Credited Service**

Credited service in any calendar year will be one-tenth of a year for each 180 hours worked or paid for, after becoming a member of the Plan, to a maximum of 1800 hours.

## **5. Normal Retirement**

Normal retirement takes place on the first

day of the month coincident with or following age 65.

### **6. Special Early Retirement**

Employees may retire on full accrued pension that was earned after July 1, 1975, provided they have completed 30 years of credited service and have attained the age of 60 or more.

### **7. Pension Benefits**

The monthly pension benefit earned in respect of each year of credited service under the Plan is as follows:

<b>For Each Year of Credited Service During</b>	<b>Monthly Pension</b>
July 1, 1975 to Dec. 31, 1979	\$ 9.00
Jan. 1, 1980 to Dec. 31, 1980	13.00
Jan. 1, 1981 to Dec. 31, 1981	14.00
Jan. 1, 1982 to Dec. 31, 1982	15.00
Jan. 1, 1983 to Dec. 31, 1983	16.50
Jan. 1, 1984 to Dec. 31, 1984	17.25
Jan. 1, 1985 to Dec. 31, 1985	19.00
Jan. 1, 1986 to Dec. 31, 1986	19.50
Jan. 1, 1987 to Dec. 31, 1987	20.00
Jan. 1, 1988 to Dec. 31, 1988	26.00
Jan. 1, 1989 to Dec. 31, 1989	27.00
Jan. 1, 1990 and onwards	28.00

## 8. Supplemental Benefit

I. For members who retire on or after January 1, 1988 the following shall apply:

**(A) Minimum Pension at Normal Retirement:**

A member retiring at age 65 with at least 30 years of credited service is entitled to a lifetime supplement being the amount required to be added to the member's accrued pension and the full **unreduced** Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension of **\$1440.00**

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

**(B) Special Early Retirement:**

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

This pension will be supplemented by an amount necessary to provide a monthly pension of **\$1,354.00** from Company Plans

payable until the member would have first become eligible to receive **unreduced** Canada Pension Plan Retirement benefits.

Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full **unreduced** Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension of **\$1,440.00**; which supplement shall become his lifetime supplement.

In addition to the recalculated lifetime supplement, a member who retires before December 31, 1988 will be paid a further supplement, if necessary, to produce a total pension from Company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full **unreduced** Canada Pension Plan Retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

II. For members who retire on or after January 1, 1989 the following shall apply:

**(A) Minimum Pension at Normal Retirement:** A member retiring at age 65 with at least 30 years of credited service is entitled to a lifetime supplement being the amount required

to be added to the member's accrued pension and the full **unreduced** Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension of **\$1,500.00**

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

### **(B) Special Early Retirement**

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

This pension will be supplemented by an amount necessary to provide a monthly pension of **\$1400.00** from Company Plans payable until the member would have first become eligible to receive **unreduced** Canada Pension Plan Retirement benefits.

Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full **unreduced** Canada Pension Plan retirement



benefits determined at the date of his retirement to produce a monthly pension of \$1500.00; which supplement shall become his lifetime supplement.

In addition to the recalculated lifetime supplement, a member who retires before December 31, 1989 will be paid a further supplement, if necessary, to produce a total pension from Company Plan equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full **unreduced** Canada Pension Plan Retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

III. For members who retire on or after January 1, 1990 the following shall apply:

**(A) Minimum Pension at Normal Retirement:** A member retiring at age 65 with at least 30 years of credited service is entitled to a lifetime supplement being the amount required to be added to the member's accrued pension and the full **unreduced** Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension of \$1560.00.

If a member retires at age 65 with less than 30 years of credited service, the lifetime sup-

plement shall be the amount by which the minimum pension at normal retirement exceeds the full **unreduced** Canada Pension Plan Retirement benefits, prorated by the ratio of the number of years of credited service to 30 years and reduced by the member's accrued pension.

**(B) Special Early Retirement:**

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

This pension will be supplemented by an amount necessary to provide a monthly pension of **\$1439.00** from Company Plans payable until the member would have first become eligible to receive **unreduced** Canada Pension Plan Retirement benefits.

Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full **unreduced** Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension of **\$1560.00**; which supplement shall become his lifetime supplement.

In addition to the recalculated lifetime supplement, a member who retires before December 31, 1990 will be paid a further sup-

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

### **9. 85 Point Retirement**

A member retiring on or after January 1, 1988 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 reduced by one-third of 1% per month (i.e. 4% per year) for each month by which retirement precedes the date the member would have become eligible for Special Early Retirement or the normal retirement date, whichever first occurs.

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 **Pen-**

sion Plan Retirement benefit and the normal retirement minimum pension all determined as of the member's actual date of retirement.

The lifetime supplement so calculated will then be reduced by one-third of 1% per month (i.e. 4% per year) for each month by which retirement precedes the date the member would have become eligible for Special Early Retirement or the normal retirement date, whichever first occurs.

#### **10. Other Early Retirement**

A member retiring on or after January 1, 1988 and after having attained age 55 but prior to having qualified for Special Early Retirement or for 85 Point Retirement is entitled to an immediate accrued pension equal to the amount of accrued vested pension to his credit for service to date of early retirement reduced by one-third of 1% per month (i.e. 4% per year) for each month his retirement precedes age 65.

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

The lifetime supplement so calculated will then be reduced by one-third of 1% per

month (i.e. 4% per year) for each month his retirement precedes age 65.

### **11. Partial Disability Retirement**

Effective January 1, 1985, an employee who has attained age 50 and completed 10 years of service and becomes partially disabled, may retire and receive a pension equal to his full accrued pension plus a supplementary benefit of \$7.00 per month multiplied by the number of years of credited service after July 1, 1975 up to a maximum of 30 years. The supplement is payable to age 65 or the date he becomes eligible to receive either a statutory disability or unreduced Canada Pension Plan Retirement benefit.

In addition, such member who retires on or after January 1, 1988, shall be entitled to a lifetime supplement commencing on the date he first becomes eligible to receive unreduced Canada Pension Plan Retirement benefits. This supplement shall be calculated as if the member had attained age 65 on his date of retirement but using his current unreduced vested accrued pension and his related credited service, the full unreduced Canada Pension Plan Retirement benefits and the normal retirement minimum pension all determined as of the member's actual date of retirement.

### **12. Joint and Survivor Pension**

A member with an eligible spouse who takes Normal, Special Early, 85 Point, Other Early or Disability Retirement on or after January

1, 1988, shall receive a joint and survivor pension unless the persons entitled to the joint and survivor pension deliver to the Plan Administrator a written waiver of such entitlement in the prescribed form within the period of twelve months immediately preceding the commencement of payment of the pension benefit.

Unless waived, the member's accrued pension and lifetime supplement, if any, shall be reduced by 10% during his lifetime and upon his death, his eligible surviving spouse shall receive a pension of 60% of the member's reduced accrued pension and lifetime supplement, if any, (subject to actuarial reduction if such spouse is more than 10 years younger than the member).

### **13. Death Benefits**

#### **Before Retirement**

If a member dies on or after January 1, 1988 and after having completed 15 years of continuous service, his spouse shall receive an immediate pension equal to 50 percent of the employee's pension accrued after July 1, 1975 to his date of death plus 50 percent of his lifetime supplement.

The lifetime supplement will be calculated as if the member had attained age 65 on his date of death, but using his current unreduced accrued pension and his related credited service, the full unreduced Canada Pension Plan Retirement benefit and the normal re-

tirement minimum pension all determined as of the member's actual date of death.

#### **After Retirement**

If the above joint and survivor pension is waived or if the member has no eligible spouse at retirement, the member's accrued pension and lifetime supplement, if any, shall be payable during the member's lifetime and shall cease upon his death. The member may elect an optional form of pension.

#### **14: Escalation of Benefit**

For members who retired prior to January 1, 1988, the basic pension accrued under the Plan after July 1, 1975 (not including supplemental benefits) will be subject to an annual escalation based on the increase in the Consumer Price Index. For members who retire on or after January 1, 1988, the member's accrued pension and lifetime supplement, if any, shall be subject to an annual escalation based on the increase in the Consumer Price Index. The adjustment will be made on January 1st each year, commencing with the January 1st following the member's actual retirement date, based on the 12 months percentage increase in the Index as of the prior September 1st, to a maximum of 2% per year.

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

**15. Termination of Employment (Vesting)**

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

**SCHEDULE C  
Guaranteed Wage Plan**

AGREEMENT Between Molson Ontario Breweries Limited, Barrie, Ontario and the C.A.W. and its Local 306.

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

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, 1988 or on any later date on which approval for continuation has been received from the Federal Government holding that:

- (a) The Plan meets the requirement of Employment and Immigration Canada with



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

### **1. Purpose**

The purpose of this Plan is to provide a method of guaranteeing income to certain employees who are laid off and separation pay in certain cases.

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

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

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

### **3. Exceptions**

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

- (a) Employees who have been laid off for disciplinary reasons and if such lay-off is questioned under the Grievance Procedure of the Collective Agreement final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been laid off because of any strike, lockout, slowdown, picketing, or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any of the Unions which were party to the Ontario Industry Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any 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.
- (d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of

sabotage or insurrection or by any act of God.

- (e) Employees who are laid off and who have arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff. These employees will be deemed to have opted out of the Plan for such period.

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

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

- (i) In which he has been on layoff and has failed to apply for U.I.C. benefits, or in which he has been disqualified or disentitled from U.I.C. 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.C. benefits or for reduction of U.I.C. 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 assign-

ment of at least one normal working day unless excused for reasonable cause.

- (v) In which he is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.
- (vi) After he has become entitled to receive any pension under the Company or Government Pension Plan.
- (vii) In respect of which he is qualified for compensation from the Worker's Compensation Board for any compensable accident or illness.

### **5. Definitions**

For the purposes of this Plan:

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

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

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

- (a) All hours worked by the employee for the Company or for any other employer in such week, plus
- (b) All hours not worked by the employee in such week but for which he receives wages from any employer, plus

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

“Week of layoff” means a week in which the employee’s compensated and available hours are less than forty (40)

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

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

- (1) Seventy percent (70%) for eligible employees as hereinabove defined.
- (2) The straight time hourly rate of the employee in effect as of time of layoff.

- (3) The excess of forty (40) over the compensated and available hours of the employee.
- (4) The actual benefit, if any, for which such employee is eligible under the Unemployment Insurance Act for such week.

#### **7. Welfare Benefits During Layoff**

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

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

#### **8. Duration of Benefits**

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

However, the employee's actual benefit entitlement will be less than the maximum benefit entitlement if he has used any benefits and has not subsequently restored them.

Weeks of benefits are restored based upon the formula of 1/10th of a week for each eight (8) full hours during which the employee earned wages from the Company up to the employee's maximum benefit entitlement set out in Table 'A' below. No credits towards future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefits set out in Table 'A'.

**Table 'A'**

Completed Years of Seniority Determined as of the September 1st immediately preceding his layoff	Maximum Benefit Entitlement
15 Years or More	78 Weeks of benefits
10 Years or More	65 Weeks of benefits
5 Years or More	52 Weeks of benefits
4 Years or More	45 Weeks of benefits
3 Years or More	35 Weeks of benefits
2 Years or More	25 Weeks of benefits
1 Year or More	15 Weeks of benefits

The Maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing September 1st shall not exceed his Maximum

Benefit Entitlement determined as of that September 1st in accordance with Table 'A' above.

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

### **9. Deductions**

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

### **10. Separation Pay**

An employee shall be eligible for a separation payment as set forth below if on any



date during his lay off the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours if 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.

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 severance pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause above.

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

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

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.

The amount of the separation payment of an eligible employee shall be equal to the sum of:

- (a) One week's base earning (computed on the basis of his hourly rate in effect as of time of lay off) multiplied by the number of his completed years of seniority as of the last day he actively worked in the Bargaining Unit, plus
- (b) **\$95.00** multiplied by a number equal to the number of unused weeks of benefit entitlement which an employee has to his credit at the date of his separation. However, an eligible employee who applies for separation pay at the time he first becomes eligible therefor shall have the **\$95.00** supplemented by an additional **\$30.00**.

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.

Persons hired as regular employees after **March 21, 1988** who have achieved seniority and who are not yet eligible for participation in the Guaranteed Wage Plan will, upon permanent layoff, be eligible to receive an amount of severance pay equal to one (1) week of regular pay for each completed year of service as of the original date of his layoff.


Upon receipt of such severance pay, the employee's employment is terminated and his seniority and other rights under this agreement are cancelled.

### **11. 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.

### **12. Reporting**

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



### 13. Duration of Agreement

This Agreement shall continue until August 31, 1991. 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, 1991.

IN WITNESS WHEREOF the parties hereto have affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

FOR  
THE COMPANY

FOR  
THE UNION

\_\_\_\_\_  
H. MORAN

\_\_\_\_\_  
J. YONEYAMA

\_\_\_\_\_  
R. KITAMURA

\_\_\_\_\_  
T. DOHERTY

\_\_\_\_\_  
R. BUSCH

\_\_\_\_\_  
B. FURYK

\_\_\_\_\_  
B. ELLIS

\_\_\_\_\_  
D. FRALICK

\_\_\_\_\_  
B. MACISSAAC

\_\_\_\_\_  
W. HEELEY

## APPENDIX "A"

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 Clock Or Employee No.
 

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 Name (Typewrite for Office Use)
 

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 Social Insurance Number
 

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 Company Name
 

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**AUTHORIZATION FOR DEDUCTION  
OF UNION DUES**

As a condition of my employment by the Company and in consideration of my membership in the C.A.W. and its Local 306 and in accordance with the provisions of the Collective Agreement in effect at the date hereof between the Company and the said Union, I hereby authorize the Company to deduct from my pay, hereafter due to me, such amount as may from time to time be certified by the Union to the Company as being the amount of Union dues currently payable.

Dated at \_\_\_\_\_,

this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

\_\_\_\_\_ Witness \_\_\_\_\_ Employee

---

Clock or Employee No.

---

Name (Typewrite for Office Use)

---

Social Insurance Number

---

Company Name

**AUTHORIZATION FOR DEDUCTION  
OF INITIATION FEE**

In consideration of my acceptance into membership in the C.A.W. and its Local 306 and in accordance with the provisions of the Collective Agreement in effect at the date hereof between the Company and the said Union, I hereby authorize the Company to deduct from my pay hereafter due to me, such amount as presently certified by the Union to the Company as being the amount of its current initiation fee.

Dated at \_\_\_\_\_,  
 this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
 \_\_\_\_\_ Witness \_\_\_\_\_ Employee

## GROUNDSKEEPERS AGREEMENT

BETWEEN:

MOLSON ONTARIO BREWERIES  
LIMITED BARRIE PLANT, BARRIE,  
ONTARIO  
(Hereinafter referred to as the  
“Company”)

and

(C.A.W.-CANADA) and  
its LOCAL 306,  
(hereinafter referred to as “The Union”)

**SECTION 1****Scope of the Bargaining Unit**

The Union shall be the exclusive Collective Bargaining representative of all employees of the Company employed at the Company operations in Barrie, Ontario, as Grounds-keepers, save and except:

- (a) Molson’s at Barrie Park Personnel
- (b) Foremen and those persons above the rank of Foreman
- (c) Office, clerical and technical personnel
- (d) Those employees covered by subsisting Collective Agreements

**SECTION 2****Management Function**

As in main Agreement

**SECTION 3  
NON-DISCRIMINATION and NON-  
HARASSMENT**

As in main Agreement

**SECTION 4  
Union Security**

As in main Agreement

**SECTION 5  
Check-Off**

As in main Agreement

**SECTION 6  
Union Activities**

As in main Agreement

**SECTION 7  
Health and Safety**

As in main Agreement

**SECTION 8  
Grievance Procedure**

As in main Agreement

**SECTION 9  
Seniority**

As in main Agreement

**SECTION 10  
Termination of Seniority**

As in main Agreement

**SECTION 11  
Lay Off and Recall**

When the Company is required to reduce the working force, the reduction shall be accomplished as follows:



- (a) Temporary and probationary employees shall be the first to be laid off, provided that the regular employee is qualified and capable of performing the work of the employee he displaces.
- (b) If further reductions in the working forces are necessary, regular employees will be laid off in the inverse order of their seniority provided, however, that the senior employee is qualified and capable of performing the work available.
- (c) Employees with seniority who are laid off will be recalled in the reverse order to that in which they were laid off provided that the employee for recall is qualified and capable of performing the work available.
- (d) The Union Steward shall be exempt from lay off as long as there is work within the Groundskeeper classification which he is qualified and capable of performing satisfactorily.

## **SECTION 12**

### **Application of Seniority to Promotions or Vacant Positions**

As in main Agreement

## **SECTION 13**

### **Transfer**

As in main Agreement

**SECTION 14**  
**No Strike Clause**

As in main Agreement

**SECTION 15**  
**Notice Boards**

As in main Agreement

**SECTION 16**  
**Establishment of Classifications**

Does not apply

**SECTION 17**  
**Hours of Work and Overtime**

As in main Agreement

**SECTION 18**  
**Hours of Work and Overtime - Highway  
Drivers Employed on Highway Transport  
Work**

Does not apply

**SECTION 19**  
**Plant Holidays**

As in main Agreement

**SECTION 20**  
**Vacations**

As in main Agreement

**SECTION 21**  
**Bereavement Allowance**

As in main Agreement

**SECTION 22**  
**Wage Rates**

As in main Agreement

**SECTION 23**

**Reporting Allowance**

As in main Agreement

**SECTION 24**

**Discipline**

As in main Agreement

**SECTION 25**

**Adequate Manpower**

As in main Agreement

**SECTION 26**

**Injury or Illness**

As in main Agreement

**SECTION 27**

**Tool Replace Allowance**

As in main Agreement

**SECTION 28**

**Welfare Plan**

As in main Agreement

**SECTION 29**

**Pension Plan**

As in main Agreement

**SECTION 30**

**Sick Leave**

As in main Agreement

**SECTION 31**

**Jury Duty**

As in main Agreement

**SECTION 32**

**Cost of Living Allowance**

As in main Agreement

**SECTION 33**

**Technological Change**

As in main Agreement

**SECTION 34**

**Duration and Termination or Modification**

As in main Agreement

**SCHEDULE A**

**Welfare Benefits**

As in main Agreement

**SCHEDULE B**

**Summary of the Pension Plan**

As in main Agreement

**SECTION C**

**Guaranteed Wage Plan**

As in main Agreement

**APPENDIX A**

As in main Agreement

IN WITNESS THEREOF the parties hereto  
 have affixed their signature this \_\_\_\_\_ day of  
 \_\_\_\_\_, 1988.

FOR  
 THE COMPANY

FOR  
 THE UNION

\_\_\_\_\_  
 H. MORAN

\_\_\_\_\_  
 J. YONEYAMA

\_\_\_\_\_  
 R. KITAMURA

\_\_\_\_\_  
 T. DOHERTY

\_\_\_\_\_  
 R. BUSCH

\_\_\_\_\_  
 B. FURYK

\_\_\_\_\_  
 B. ELLIS

\_\_\_\_\_  
 D. FRALICK

\_\_\_\_\_  
 B. MACISSAAC

\_\_\_\_\_  
 W. HEELEY