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AGREEMENT

between

BREWERS RETAIL INC

and

**UNITED FOOD and COMMERCIAL
WORKERS INTERNATIONAL UNION
through the UNITED BREWERS'
WAREHOUSING WORKERS'
PROVINCIAL BOARD**

1997 - 1998

0 4496(05)

AGREEMENT

between

BREWERS RETAIL INC.
hereinafter referred to as the "Employer"

and

**UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION** through the **UNITED
BREWERS' WAREHOUSING WORKERS' PROVIN-
CIAL BOARD** and its affiliated Local Unions, hereinaf-
ter referred to as the "Union".

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**UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION through the UNITED
BREWERS WAREHOUSING WORKERS,
PROVINCIAL BOARD** and its affiliated Local Unions,
hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to establish and maintain satisfactory working conditions, hours and wages, to provide an amicable method of settling differences or grievances which might arise, and to maintain harmonious relations between the Employer and all employees covered by this Agreement. It is agreed that such relations will assist the Employer in the most efficient operation of its business. However, this Preamble shall not conflict with contractual arrangements as set out in the body of the Agreement.

SECTION 1: UNION RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees employed at its warehouses and retail stores in Ontario, and in Draught Equipment Service (Windsor Operation only) save and except office staff, and persons of a supervisory capacity such as Foreman or Manager, those above the rank of Foreman or Manager, having the authority to employ or discharge or discipline employees.

1.02 The Employer hereby consents and agrees to recog-

nize a negotiating committee of employees selected by the Union which may be assisted by representatives of the Union's choice and to deal with the said committee for the purpose of negotiating a new or amended Collective Agreement at the proper time or to deal with any matter properly the subject of negotiations which the parties may mutually agree to discuss during the term of the Agreement.

SECTION 2: UNION SECURITY

2.01 All present "regular" employees employed in the bargaining unit as described above, shall, as a condition of employment, become and remain members of the Union.

2.02 "Probationary" employees employed in the bargaining unit as described above, shall, as a condition of employment, obtain and maintain permit cards during their probationary period. However, upon completion of their probation, they shall apply for, and maintain, membership in the Union.

2.03 The Union agrees that any employee engaged by the Employer to work in the bargaining unit who is satisfactory to the Employer will be allowed to make application for membership in the Union on payment of the regular initiation fees and monthly dues, and will not be denied membership without just cause.

2.04 Whenever an employee is suspended or expelled by the Union, the Union will give the Employer, in writing, the reason for such action.

2.05 The Employer will accept dues deduction forms on a voluntary revocable basis for regular and probationary employees for dues. The Employer will accept on thirty (30) days' notice from recognized Local Union Officers, changes in the weekly dues for members who have submitted dues deduction forms. Such changes to not be more frequent than three (3) per year. The Union agrees to supply the Employer

with a current list of recognized Union Officers.

2.06 Temporary employees will have dues deducted on the basis as set out by the individual **focal** Union. **Changes not** to be more frequent than three (3) per year.

2.07 All funds shall be remitted to the Union Secretary not later than the twentieth (20th) day of the following month for weekly and hourly deductions; together with a list, in duplicate, of the employees covered.

SECTION 3: HIRING PRACTICES

3.01 There will be three (3) classes of employees:

- (a) "Regular" employees mean those so classified under the terms of the expired Collective Agreement.
- (b) "Permanent Part-time".
- (c) All other employees will be classed as "Temporary".

NOTE: "Probationary" employees mean those who are undergoing a prescribed probationary period of satisfactory service with the Employer prior to becoming "Regular" employees.

3.02 It is recognized by the Union and the Employer that it is to the advantage of both parties to maintain as stable a regular staff as conditions will permit. It is agreed, therefore, that the Employer must be free to employ "temporary" employees for seasonal, casual or parttime work.

SECTION 4: HOURS OF WORK & OVERTIME CONDITIONS

4.01 Conditions of the Employer's business are such that stores and warehouses must be operated for hours that are longer than the basic hours of work.

4.02 The basic work week shall consist of five (5) eight (8) hour days. Effective January 1, 1995 where a regular employee is not scheduled to 5 x 8 hour days in his/her seniority group, he/she will receive preference over Permanent Part Time and Temporary employees for eight hour shifts known by Friday for the following week, at single seniority stores within the same Operating Group and within a 40km radius of the employee's base location.

Any time worked in excess of basic hours in any one (1) day shall be paid for at time and onehalf of the basic wage rate, and hours worked in excess of eleven (11) hours in a day shall be paid for at the rate of double time. Any time worked in excess of basic hours in any one (1) week shall be paid for at time and onehalf of the basic wage rate.

4.03 During a week in which a paid holiday occurs, the basic hours of work shall be reduced by one (1) eight (8) hour day for each paid holiday observed.

4.04 An employee will not be paid at the rate of double time or time and onehalf and at the rate of time and onehalf for the same hour worked.

4.05 Overtime is to be calculated on the following basis:

- 15 minutes and over equals 1/2 hour;
- 45 minutes and over equals 1 hour.

4.06(a) The employees in any community will have the option of choosing the method to be used to determine the day off. There will be a rotating day off, Monday through Saturday, throughout the year for all "regular" and "probationary" employees. However, the employees will retain the present option of choosing, on the present recognized community basis, any other method to be used for determining the day off, providing such method is also agreeable to local management. The provisions of this clause shall not apply to those employees regularly employed on a night shift, Draught Equip-

ment Service Servicemen, or to the employees of those stores that are regularly closed on specific days other than Sunday.

- (b) In cases where more than one (1) employee's day off falls on a day observed as a paid holiday, they shall be scheduled to another day from among those days available in order of seniority within an occupational group.

4.07 Employees will be paid overtime at the rate of double time for work performed on Sunday, **for** a minimum of three (3) hours.

In Retail stores and Retail section of Wholesale Retailers, Sunday is to be a premium day and the premium to be paid is to be ten percent (10%) of the employee's regular hourly rate. Where Sunday work will cause employees to work more than 44 hours in a week, employees will be paid for those hours over 44 hours on the following basis:

- (a) Regular employees will be paid at straight time and will receive one half hour paid personal time for every hour worked over 44 hours.
- (b) Permanent part-time and temporary employees will be paid time and one-half for each hour worked over 44 hours.

Sunday work **is** not considered to be part of the basic work week **as** described in Section 4.02. Hours worked on Sundays **will** be involved in the determination of vacancies.

The company will determine staffing requirements. Available Sunday **work** assignments known by noon of the Thursday prior will be offered on a voluntary basis as follows:

First to the retail cashier based in that store. Then, to other regular employee(s) by seniority based in that store. Should the retail cashier or other regular(s) based in that store decline a shift, the declined shift(s) will then be offered to the

regular Retail float employee(s) who have expressed an interest in Sunday work.

Subsequent work assignments will then be offered on a seniority basis to the PPT(s) based in that store, then on a seniority basis to temporary employees based in that store.

Any remaining hours may then be offered to any other Retail regular, PPT or temporary Retail employees.

Local Management and the Local Union will meet to determine the method of assigning the regular Retail float employees as per the above.

4.08 It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work. However, both parties agree that overtime as such is undesirable, and every effort will be made to keep it to a minimum in relation to the above circumstances.

4.09 It may be necessary for the Employer to schedule an employee to work on what would have been his/her day off. When an employee is so scheduled and does not wish to work on that day, the Supervisor must be notified promptly that the employee will not be available for the particular assignment. When it is necessary to schedule an employee to work on what would have been his/her day off, for such assignments that are known by noon the previous day, the Company will schedule the senior employee within the required classification and based in the same store or depot, providing the employee has indicated an interest in such assignments.

4.10 It is agreed that in the case of an employee, or employees scheduled to exceed a basic work day, they must then complete their work schedule. However, they may be excused on presentation of satisfactory personal reasons at the time of being requested to work overtime, or may be released from such work assignments if a satisfactory replacement is immediately available.

4.11 It is agreed that it is the function of the Employer to schedule regular hours of work. On each Friday before each employee completes *his/her shift for the day, the schedule* of hours to be worked on each day of the following week shall be posted with a copy to the Local Union on request. This schedule will set out the hours for store staffs or groups (truck crews, etc.) within a warehouse or depot, and will give particulars of the names of those employees who are scheduled to be laid off or scheduled to report for less than full regular hours, or for work assignments other than regular working hours in lieu of layoff.

It is understood the employees scheduled for **full** regular hours and those regular employees who are scheduled for part time or work assignments other than their regular assignments will be paid for at least the number of hours so scheduled for the week if they are not given the opportunity to work at least the number of hours scheduled for them. Without changing the schedules posted pursuant to the preceding paragraph where because of some emergency situation or because of illness or absence of scheduled employees, an employee may be requested to take over a work assignment different from that posted for him/her, provided he/she 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 the posted assignment to the commencement of the new assignment.

If these two (2) conditions are not met, the employee shall be paid at the rate of time and onehalf for all hours worked out of *his/her* regular hours on the first day worked on the new assignment. However, the penalty shall not apply when he/she reverts back to *his/her* regular assignment.

4.12 "Regular" and "probationary" employees who are not on layoff status will not be employed on a split shift basis, i.e. will be scheduled for nine (9) consecutive hours including lunch period.

4.13 “Regular” employees and “probationers” will be given work assignments which permit them to take one (1) hour off for lunch at a reasonable time each day. (Except by mutual agreement, the lunch period will not start earlier than the beginning of his/her fourth hour of work and will not start later than the end of his/her fifth hour of work.)

- 4.14** (a) When temporary (permanent part time or temporary part-time) employees fill vacancies or work hours created due to the absence of regular full time employees the more senior unrestricted temporary employee shall be offered the work provided the employee has the skill and ability to perform the work.
- (b) Permanent part time and temporary part time employees shall be afforded the opportunity to schedule vacation in accordance with their seniority.
- (c) Permanent part time and temporary part time employees shall indicate their availability on forms provided by the Company at 6 month intervals (March and October). These forms will be kept on file in each location. In response to scheduling concerns, access to these forms will be made available by the Supervisor at that location for review by the local union representative.
- (d) Permanent part time and temporary part time employees who are unrestricted shall receive preference over restricted permanent part time or temporary part time employees for available hours of work.
- (e) When the schedule is posted, a junior permanent part time or temporary part time employee shall not be scheduled to work more hours than a senior permanent part time or temporary part time employee based at the same location. Hours worked in other locations outside their base location will not be counted as hours worked for this provision.

(f) Where additional hours are created in addition to the original schedule due to absenteeism, emergencies, unforeseen conditions, etc., these hours shall be assigned by the Store Manager.

4.15 Draught Equipment Service Servicemen who are called back for overtime, or other Regular employees who are called back for overtime resulting from an emergency situation, after having gone home or on day off, will be paid at appropriate overtime rates with a minimum payment of \$25.00 for each callback.

SECTION 5: WORKING CONDITIONS

5.01 Foremen and above will not physically handle goods in distributing warehouses, retail and wholesale sections, except for the purpose of spot checks, audits, inventory control, training and demonstration.

5.02 In operations having five (5) or more "regular" and "probationary" employees (excluding the Manager), the Manager will not perform any duties other than those involved in servicing the Customer, performing essential supervisory duties and maintaining necessary records.

5.03 In operations having four (4) or less "regular" and "probationary" employees (excluding the Manager), the Manager shall be free to perform any duties which may be necessary to maintain the Store operation.

5.04 The Draught Equipment Service Supervisor shall be free to perform the duties of a Serviceman during emergencies, installations, maintenance, etc.

5.05 Drivers delivering half barrels shall have help supplied to load and unload. The Employer shall endeavour, to the mutual satisfaction of all concerned, to provide extra help for trucks making deliveries to licensed premises with difficult unloading conditions. Home Consumer drivers,

when considered necessary by the Employer, shall have help. Any employee whether "regular" or "probationary" or "temporary" shall be used as such help in all instances.

5.06 "Regular" or "probationary" employees who may be transferred for a continuous period of eight (8) hours or more to higher classifications as specified in this Agreement, will receive the higher rate while so occupied. However, an employee who is transferred to a higher classification for four (4) or more hours to take over an assignment of an employee who is unable to complete his/her assignment because of illness, accident or approved leave of absence, will receive the rate of the higher classification while so occupied.

When a "regular" or "probationary" employee, for physical reasons, is employed in a lower classification, he/she will receive the rate of pay for the lower classification while so employed.

Unless there is a mutually agreed practice, when preparing the work schedule for a store or depot in a community as per Section 4.11 on Friday for the following week or when filling predicted assignments during the week, providing they are known by noon the previous day, the Company will, if it is necessary to make assignments in a higher rated job for eight (8) hours or more, assign regular employees from that community in preference to temporary employees providing the regular employee has the ability and has expressed an interest and is not required in another assignment.

Further to the above paragraph, in the instance where a regular employee has the ability and has expressed an interest and is required in another assignment, the regular employee will receive the rate differential.

This will not constitute a requirement on the Employer to schedule overtime.

5.07 When required, "checkers", "cashiers", "clerk cashiers" and "clerk drivers" will perform, and employees in other classifications may perform, supervisory functions for normal relief periods such as the Supervisor's day off or vacation period. They shall receive \$2.00 in addition to their regular rate for each day on which they perform supervisory functions for a total of at least four (4) hours up to six (6) hours; and \$4.00 for each day on which they perform supervisory functions in excess of a total of six (6) hours. These extra payments are to be in addition to the rate of "checker", "cashier", "clerk cashier", or "clerk driver", provided this classification is operative at their particular store. This premium shall not be used to calculate overtime, premium pay for paid holidays and insurance coverage.

5.08 For periods other than those described above, upon notification by the Employer, employees will be granted acting Supervisory status. When employees have been granted acting Supervisory status, the provisions of this Collective Agreement will not apply.

5.09 A "regular" or "probationary" employee on layoff or short time shall be recalled for the day, if his/her recall would result in an employee qualified to drive being made available to operate:

- (a) available equipment owned by the Employer;
- (b) other suitable equipment which the Employer can rent without a driver at a rate* which is reasonable. Where there are prevailing rates for such rental equipment in any community they shall be used to determine what is a reasonable rate.

*This rate refers to the **cost** of procuring the trucks for the use of the Employer and has nothing to do with the cost to the Employer of the employees to whom it is assigned.

SECTION 6: SENIORITY

6.01 The seniority of each "regular" employee shall be as set forth in the present seniority lists.

6.02 An employee, upon completion of a probationary period of four (4) months' continuous service shall have his/her name placed on the appropriate seniority list as of the date four (4) months prior to the date of completion of such probation.

6.03 Seniority shall be recognized within seniority lists as set out in the appendix to this Agreement, but may only be changed by mutual agreement.

6.04 Should a probationer be laid off during his/her probationary period, he/she shall receive preference over a probationer on layoff with less probationary service, or any other applicant, in the matter of filling vacancies.

6.05 A probationer who is laid off and is rehired as a probationer, will be required to serve the regular probationary period of four (4) months of continuous service. However, he/she will receive an adjustment in his/her pay to the "regular" rate when he/she has served the equivalent of the unexpired portion of his/her first probationary period.

6.06 Within each seniority group in the matter of promotions, demotions, layoffs and recalls after layoffs, seniority shall govern provided the senior employee has the ability and physical fitness to perform the work. The Employer shall continue its present practice with respect to job posting.

6.07 An employee shall lose his/her seniority for any of these reasons:

- (a) if an employee is discharged for just cause;
- (b) if an employee voluntarily leaves the employ of the Employer;

(c) if an employee fails to notify the Employer accepting return to work within seventy-two (72) hours of recall notification **by** registered mail at the last address **on** file with the Employer, and failure to report to work within seven (7) days of acceptance of recall.

6.08 An employee who **is** transferred from positions not subject to the provisions of this Agreement, shall, if transferred to the bargaining unit, have his/her name placed on the seniority list and shall outrank any new addition to the list made under the provisions of Section 3 and at the end of twelve (12) months will be given seniority equivalent to his/her total service with the Employer, to be effective when a vacancy exists.

However, in the case of an employee who has been in the bargaining unit and has been in a position outside the bargaining unit for one hundred and thirtytwo (**132**) days or less, he/she will be given seniority equivalent to his/her total service with the Employer at the time of his/her transfer back into the bargaining unit.

6.09 The Guaranteed Wage Plan, which is a supplement to this Agreement, is intended to provide assistance for those eligible employees who have **one** (1) or more years of seniority who are laid off as a result of the application of the above clause, and it is not to be construed as authorization to alter existing layoff and recall provisions.

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

SECTION 7: LAYOFF AND RECALL

7.01 In the event of the curtailment of business or in the event of changed conditions which will cause a shortage of work, the Local Union will be given reasonable notice of the Employer's intention to lay off regular employees or to schedule some of them for less than full time hours or for hours other than regular hours in lieu of layoff.

This notice will permit discussion of the problem and provide an opportunity for either the Local Union or the Employer to make suggestions which could eliminate or reduce the extent of the layoff or short time situation anticipated, such as a change in the system of days off or additional paid vacation days, in lieu of vacation bonus.

Following such meeting, the Employer shall promptly advise those employees who are likely to be laid off or scheduled for short time or for other than regular hours.

7.02 Where such curtailment of business or changed conditions are likely to cause layoff or short time work assignments for employees in several seniority groups covered by this Agreement, then the Employer shall discuss the problem with the Provincial Board.

7.03 (a) A regular employee who is scheduled for less than regular hours or for assignments other than normal hours in a week must accept all reasonable short time work assignments in the seniority group unless:

- (i) he/she has filed a letter indicating that he/she declines work for the period of the anticipated work shortage; in such cases he/she will be deemed to have taken leave of absence and to have opted out of the G.W.P. until he/she indicates by letter that he/she is again available for short time work assignments, or
- (ii) unless he/she has filed a letter indicating that he/

she will accept limited work assignments only, specifying days and locations, and such an employee must accept all reasonable short time work assignments for which he/she has indicated that he/she will be available, and with respect to any hours for which he/she has indicated that he/she is not available he/she will be deemed to be on layoff, but not eligible for G.W.P. payments for those hours.

- (b) An employee who has not filed such a letter is presumed to be available for all reasonable short time assignments within his/her seniority group. An employee who refuses to accept or fails to report for a scheduled assignment without reasonable excuse shall be struck off the schedule for the week, and will not be scheduled for any subsequent weeks until he/she notifies the Employer in writing that he/she will be available for reasonable short time work assignments, and until he/she does so he/she will be deemed on layoff but not eligible for benefits under the G.W.P.
- (c) A regular employee who is laid off shall be carried on the seniority list for a period equal to the seniority he/she has accumulated at the time the layoff commences up to a maximum of two (2) years calculated from his/her last day at work.
- (d) Regular employees who are scheduled to work any hours in any week will continue to be eligible for Weekly Indemnity coverage except that the benefit for a regular employee who has filed a letter indicating that he/she will accept only limited work assignments, will be limited to an amount not in excess of 70% of the hours for which he/she has made himself/herself available.

Employees who are laid off and who are not scheduled

for any work in a week are not eligible for Weekly Indemnity payments during any such week.

However, an employee already in receipt of Weekly Indemnity benefits before he/she is actually laid off or scheduled for short time assignments will continue to draw benefits for the duration of his/her illness or up to the maximum allowed by the Plan.

An employee's eligibility for personal leave and participation in the Weekly Indemnity and Long Term Disability Plans ceases immediately upon his/her lay off and is reinstated upon his/her recall to work and completion of eight (8) hours' work in the Bargaining Unit.

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

7.04 When a vacancy is declared on a seniority list which is not otherwise filled, a regular employee on layoff or who has been scheduled for less than the regular work week may transfer under the following conditions:

- (a) the employee must have the ability and physical fitness for the position that is open;
- (b) the employee must transfer voluntarily at his/her own expense;
- (c) the employee must accept the rate that is applicable to the vacancy;
- (d) employees on layoff within the Operation will be contacted and the most senior employee amongst those eligible by reason of layoff or short time scheduling will be given preference;

- (e) if the vacancy is not filled within seven (7) days by transferring an employee within the Operation then the vacancy will be offered **only to those employees who** have at the time of their layoff indicated in writing on a form provided that they would be interested in a transfer outside their Operation. The most senior of any such applicant will be given preference;
- (f) the date of the transfer shall determine his/her ranking on the seniority list for a period of twelve (12) months. During this period the employee shall outrank any new additions to the list made under the provisions of Section 3 and he/she shall retain his/her seniority on the original list.

SECTION 8: GRIEVANCE PROCEDURE & ARBITRATION

8.01 The Employer guarantees to every employee covered by this Agreement that their status will not be prejudiced in any manner due to the fact that they have taken the action of carrying grievances to higher management levels when there has been failure to settle their complaints or grievances satisfactorily through their immediate supervisors.

8.02 The procedure for the discussion of any questions or problems which might arise concerning working conditions shall be as follows:

Step No. 1: By discussion between the employee concerned jointly with his/her Local Union Representative, the Foreman, or Manager.

Step No. 2: The grievance shall be reduced to writing at Step 2. It shall then be discussed between the employee concerned jointly with the Vice-president, or his/her Local Union Representative, the Foreman, the Manager and/or Assistant Operations Manager or Superintendent.

Where the Manager mentioned in Step 1 reports directly to the Operations Manager, the Manager will act for the Company in both Steps 1 and 2, and, where mutually agreeable, both Steps may be handled at the same meeting.

Step No. 3: Between the employee concerned jointly with the Vice-president, a Union Representative, the Foreman or Manager, the Superintendent or Assistant Operations Manager, and the Operations Manager or his/her representative.

8.03 Should the matter not be settled within fifteen (15) days of the date the written grievance is filed or such longer time as may be mutually agreeable, the issue may be submitted to Arbitration as provided by this Agreement.

Grievances will not be submitted to arbitration if ninety (90) days have elapsed from the date a third step meeting was held. Either party will get an extension if they request it in writing.

Arbitration hearings will be held in one of the following locations: Ottawa, Sudbury, Toronto, Windsor. The locality to be selected by mutual agreement, however, failing agreement, the Chairman shall set the place for the hearing.

8.04 Should the matter at issue involve the misinterpretation or alleged violation of the Agreement, either party shall have the right to submit the matter to an Arbitrator. In the event the parties fail to agree upon an Arbitrator, the Minister of Labour for the Province of Ontario shall be requested to name a person to act as Arbitrator.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

The Arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this

Agreement.

The parties will jointly bear the expense of the Arbitrator.

SECTION 9: PAID HOLIDAYS

9.01 The Company will observe the following holidays, namely:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

Civic Holiday, when it is locally observed, and any other days on which the Liquor Control Board directs the Company to close its operation.

Should the Company be allowed to remain open on Easter Monday, another day off will be scheduled on an individual basis to suit the operation (not necessarily in the same week).

9.02 A "regular" or "probationary" employee who completes at least one (1) scheduled eight (8) hour day or a total of twelve (12) hours in a week in which a holiday is observed, shall be credited eight (8) hours at straight time for the holiday if he/she does not work on the holiday.

An employee who is scheduled to a combination of vacation bonus days, lieu days or float days that totals four (4) days during the week in which a paid holiday occurs, will be credited eight (8) hours at straight time for the holiday.

9.03 If it is necessary for any regular or probationary employee to work on any such day, he/she shall receive premium pay at the rate of double time for that day. Temporary and Permanent Part Time employees shall receive double time for actual hours worked. They will be scheduled to a minimum of three (3) hours.

Work on Statutory Holidays will be on a voluntary basis, that is employees have the right to refuse. It is understood, however, that where this creates staffing problems, employees may be scheduled by reverse seniority to work on the Statutory Holiday.

9.04 A “regular” or “probationary” employee who completes at least one (1) scheduled eight (8) hour shift or works a total of twelve (12) hours in the first full week of November each year, including those on scheduled vacation that week, will receive one (1) day off with pay to be scheduled in the period November 1 to December 15 or January 1 to May 31 inclusive.

A “regular” or “probationary” employee who completes at least one (1) scheduled eight (8) hour shift or works a total of twelve (12) hours in the week that January 2nd falls, including those on scheduled vacation that week, will receive one (1) day off with pay to be scheduled in the period January 2 to May 31 inclusive.

SECTION 10: VACATION PLAN

10.01 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 achieve that status prior to October 1st of the previous year two (2) weeks. Regular employees who achieve that status after October 1st of the previous year will be paid 4% of earnings to May 1st.
- (b) Regular employees who have three (3) or more years of seniority as of May 1st - three (3) weeks.
- (c) Regular employees who have eight (8) or more years of seniority as of May 1st - four (4) weeks.

- (d) Regular employees who have fifteen (15) or more years of seniority as of May 1st - five (5) weeks.
- (e) Regular employees **who have twenty (20) or more years** of seniority as of May 1st - six (6) weeks.
- (9)** Regular employees who have twentyfive (25) or more years of seniority as of May 1st seven (7) weeks.
- (g) 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 occurring within the eleven (11) months after May 1st.
- (h) No vacation leave will be established for those employees who are absent because of illness for more than twelve (12) months on May 1st.

10.02 Vacation Time

Summer vacation shall be limited to two (2) consecutive weeks which shall be scheduled from the first Monday in June to September 30th. Additional vacation leave can be scheduled during the balance of the year.

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

All vacation leaves must be taken within twelve (12) months after they have been established on any May 1st, and except as provided in Section 10.03, an employee is not to remain at work during a vacation leave.

If a paid holiday occurs during an employee's vacation leave, an alternative day off may be requested by the employee. Such a request will not unreasonably be denied, however, approval will be subject to the needs of the operation. The day must be taken within six months of it having been earned. (The employee will have three months during which to request and arrange a day off after which

the company will schedule the day off at its discretion. Should the day off not be taken within the six month period it will be paid out to the employee at the employee's classified hourly rate).

10.03 Vacation Pay

For each week of vacation leave an employee shall receive forty (40) hours' pay at his/her current hourly wage rate, except that with respect to the first two (2) weeks of vacation taken after May 1st in any year payment shall be at the rate of 4% of earnings during the twelve (12) month period preceding May 1st if the employee has lost fifty (50) days or more in the said twelve (12) month period because of layoff or other absence not due to illness or accident.

Provided further that in the case of those regular employees who have less than twelve (12) but more than seven (7) months' service as regular employees on May 1st in any year the fifty (50) working days shall be prorated to their actual length of service as follows:

| | |
|-----------------|---------|
| 7 months | 29 days |
| 8 months | 33 days |
| 9 months | 37 days |
| 10 months | 42 days |
| 11 months | 46 days |

An employee who is to be paid on a percentage basis for his/her first two (2) weeks of vacation may elect to remain at work and receive the 4% payment without taking any time off.

For those regular employees who receive their initial two (2) weeks' vacation under this plan the payment therefore in the amount of forty (40) hours' pay at their current hourly rates shall include any percentage payments earned by them during the twelve (12) month period prior to May 1st.

10.04 Vacation Bonus

In addition to the normal vacation pay provided by Section 10.03, 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.

This bonus will be available for payment in a lump sum at any time during the vacation leave period as agreed between the local Union and local Management.

In locations where a shortage of work is predicted, employees may be scheduled to take time off rather than the payment of cash vacation bonus by mutual agreement with the Local Union.

On May 1st a vacation bonus will be established for those who have three (3) or more years of seniority on that date. The amount of the vacation bonus is to be 20% of the normal vacation pay, with a minimum of one (1) week's pay for those regular employees who had twenty (20) years or more of seniority.

During the term of this agreement, the vacation bonus is to be taken as paid time off scheduled by the employee with prior notice according to the needs of the operation.

10.05 Vacation Payment On Termination

All terminations shall be handled on the following basis:

- (a) Employees who had received their vacation earned as of May 1st prior to termination shall receive a pro rata payment of 4%, 6%, 8%, 10%, 12% 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) Temporary employees shall be entitled only to vacation pay in accordance with provisions of the Ontario Employment Standards Act. Effective January 1, 1998, vacation payment for temporary employees will be made by pay period.
- (d) An employee, on termination, shall receive any vacation bonus to which he/she is entitled.

SECTION 11: PERSONAL LEAVE

11.01 Personal leave is intended to provide protection for employees from loss of pay due to illness or any other reason required to satisfy other personal reasons. Personal leave time off, except in illness/emergency situations, must be scheduled with prior notice according to the needs of the Operation. Current local reporting procedures remain in place.

11.02 Personal leave is to be granted to “regular” employees on the following basis:

- (a) Forty-eight (48) hours shall be credited to the personal leave bank each year for each “regular” employee who worked prior to January 15th of that year.
- (b) On January 15th for the purpose of personal leave credits only, “regular” employees on “short time” by being scheduled to work three (3) days or more in each week that month shall be considered as “regular” regarding personal leave provisions only.
- (c) “Regular” employees shall be granted four (4) hours’ personal leave for each calendar month of employment for the year in which they were hired, retroactive to the commencement of their probationary period.

- (d) "Regular" employees on layoff, who had not received their personal leave credit for that year and are recalled to "short time" (as defined above), shall receive four (4) hours' personal leave for that month and for each month remaining in the calendar year.
- (e) "Regular" employees on layoff who are employed on a casual or part-time basis shall not qualify for personal leave credits.
- (f) "Regular" employees who have been absent due to illness for less than twelve (12) consecutive months shall be credited with forty-eight (48) hours' personal leave on January 15th.

11.03 Any unused personal leave credits as of December 31st will be carried over to January 1st of the following year. These credits must be exhausted by April 30th of that year. Any credits not exhausted as of April 30th, will be scheduled by the Company as soon as possible thereafter.

SECTION 12: BULLETIN BOARDS

12.01 Bulletin Boards will be provided in mutually satisfactory places in all stores and depots for the convenience of the Union in posting notices of Union activities. All such notices must be signed by a proper Officer of the Union, and, other than routine meeting or business notices, must be approved by the Employer before posting. Notices by the Employer are to be signed by the Manager or his/her representative.

SECTION 13: EMPLOYER/EMPLOYEE RELATIONSHIP

13.01 Employees shall conduct themselves in an orderly and respectful manner when addressing the Employer or its representatives, and in return the employee or his/her rep-

representatives shall receive fair and courteous treatment from the Employer or its representatives. Supervisors will exercise their management rights in a non-arbitrary and non-discriminatory manner during their relationship with bargaining unit employees.

SECTION 14: LEAVE OF ABSENCE

14.01 The Employer may grant leave of absence without pay to any employee for legitimate reasons, such permission and request to be in writing. When such permission is granted, there shall be no loss of seniority for the time absent.

If such leave is for purposes of conducting Union business, the employee requesting the leave will, whenever possible, provide to the Company with written reasons in advance in support of the request for leave. If he/she is unable to do so, he/she shall provide written reasons in **support** of the leave request immediately upon his/her return.

14.02 Where leave **is** requested by an employee who has become an official of the International Union or of the **Pro**vincial Board, the case will be dealt in accordance with the amended precedent established in the letter dated September 28th, 1960, from the Company to the Executive Secretary.

14.03 Effective January 1, 1979, and upon written application by the Provincial Board, the Company agrees to grant an education leave of absence, without loss of regular **pay**, not to exceed three (3) normal working days in any one (1) year, to elected Union Representatives as agreed between the parties, to a maximum of one hundred (100) days per annum. Such educational leave will be so arranged between the Union and the Company **so** as to minimize disruption of the Company's operations.

SECTION 15: JURY DUTY

15.01 Effective with the signing of this Agreement, under the following conditions, an employee will be compensated for days actually spent on jury duty, or as a witness to give evidence in a case arising out of the sale of brewery products, or as Crown-subpoenaed witnesses (up to a level equivalent to eight (8) hours of straight time pay at the employee's regular wage rate for time lost due to such subpoenas). This will include attendance as a witness on an employee's day off or during an employee's vacation.

15.02 An employee will receive the difference between his/her jury fees and his/her regular earnings (excluding overtime and shift differentials) which he/she would have received for regularly scheduled work days on which he/she would actually have worked if he/she had not been serving jury duty, or as a witness as contemplated in Section 15.01.

15.03 No payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason.

15.04 The claim must be verified to the Employer's satisfaction.

15.05 An employee shall be required to report immediately upon being excused or released from jury duty, or as a witness as contemplated in Section 15.01, at which time he/she will be notified whether or not he/she will be required to report for work that day.

SECTION 16: BEREAVEMENT ALLOWANCE

16.01 "Regular" and "probationary" employees will be granted bereavement allowance under the following conditions:

Should a bereavement occur in an employee's immediate

family (members of his/her household, parents, brothers or sisters, fatherinlaw or motherinlaw and soninlaw and daughterinlaw) the employee may request a bereavement leave, and shall be granted such time off with pay as is reasonable under the circumstances to enable him/her to look after the funeral arrangements or to attend the funeral. The extent of leave shall be in the discretion of the Employer, depending upon the time of the bereavement in relation to his/her regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days. Providing prior permission is received in the event an employee attends the funeral of a brotherinlaw, sisterinlaw, grandparent or grandchild, on a regular scheduled work day, one (1) day off with pay shall be granted.

SECTION 17: REST PERIODS

17.01 Employees will be granted two (2) rest periods of fifteen (15) minutes in each working day on the following basis:

17.02 In distributing warehouses and wholesale sections, rest periods will be taken two (2) hours after starting and seven (7) hours after starting.

17.03 For retail store employees and truck crews the two (2), fifteen (15) minute rest periods will be mutually agreed upon. However, in retail stores where only one (1) employee is on duty, the formal rest period will be waived.

SECTION 18: UNIFORMS

18.01 Employees must report for work in uniform, clean and presentably dressed, ready to meet the public. The Employer shall furnish employees with uniforms based on the agreed scale of issue, as set out in an appendix to this Agreement. The Union will be consulted prior to any change

in the scale of issue. The total cost of uniforms and dry cleaning to be borne by the Employer. The Employer will require an employee to replace, at his/her own expense, any shortage in his/her issue for which he/she is personally responsible, and cannot furnish a satisfactory explanation.

18.02 Rubber, leather, or canvas aprons, gloves and rubber boots will be supplied when and where, in the opinion of the Employer, they are necessary.

18.03 Uniforms up to the agreed scale of issue and/or equipment supplied to employees must be returned to the Employer when employees leave.

18.04 Employees must report for work wearing approved safety shoes. Exceptions to the compulsory program will only be allowed upon presentation of satisfactory medical evidence.

SECTION 19: PENSION AND BENEFITS

19.01 The Employer shall provide an insurance and hospitalization plan, as agreed upon, for its employees and particulars of the benefits will be issued in a separate booklet. The Pension Agreement will also be issued separately.

19.02 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.

19.03 When an employee is in receipt of Weekly Indemnity Benefits during a period in which he/she has scheduled vacation, upon receiving notification of their ability to return to work these vacations will be rescheduled.

Should the employee's disability continue into Long Term Disability (27-78 weeks), upon receipt of notification of

their ability to return to work outstanding vacation credits will be rescheduled.

Should an employee's disability continue into "hard" Long Term Disability (at 104 weeks), all outstanding vacation credits will be scheduled prior to the commencement of "hard" Long Term Disability benefits.

SECTION 20: PAY DAY

20.01 A regular weekly pay day shall be continued as established by the Employer (this pay day shall not be Saturday) and employees shall receive their pay before leaving the plant.

The Company may implement a system of mandatory Direct Deposit payroll for all employees.

SECTION 21: DISCRIMINATION

21.01 There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion, by or on behalf of the Employer or any of its representatives or by, or on behalf of the Union, its members or its agents with respect to any employee, because of membership or non-membership in the Union.

21.02 There shall be no discrimination, intimidation, interference, restraint, coercion, influence, or attempted influence, by or on behalf of the Union, its members, or its agents, with respect to the handling, distribution, or sale of any product of any Brewer offered for sale through any outlet operated by the Employer.

21.03 Both the Employer and the Union endorse the principles outlined under the "Ontario Human Rights Code" wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or member-

ship in the Union as outlined in the Human Rights Code, 1981.

SECTION 22: MANAGEMENT FUNCTIONS

22.01 The right to hire, promote, demote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility.

22.02 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.

22.03 When an employee is disciplined or discharged the Local Union shall be given, in writing, the reasons for such action, with such particulars as will enable the Union to determine whether or not a grievance should be processed.

Whenever an issue arising out of discipline or discharge is to be arbitrated and when the Chairman of the Arbitration Board has been appointed or agreed upon, the parties will exchange letters giving **full** particulars of

(a) the Company's reasons for imposing the discipline or discharge, and

(b) the Union's reasons for protesting the discipline imposed.

It is intended that this exchange of correspondence will determine the issues to be settled by the Arbitration Board.

SECTION 23: STRIKES AND LOCKOUTS

23.01 There shall be no lockout by the Employer nor any

unlawful strike, sitdown, slowdown, nor curtailment in operations by the Union for any reason whatsoever, during the term of this Agreement.

SECTION 24: SEPARATION PAY

24.01 A regular employee shall be entitled to separation pay as set out in subsection .03 provided he has not been excluded by subsection .02 and provided he meets any of the following eligibility provisions:

- (a) if he is terminated for a reason other than set out in subsection .02;
- (b) if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided he is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- (d) if he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section .02 of the Letter of Understanding concerning technological change;

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.

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

- (a) he quits;
- (b) he is terminated for just cause;
- (c) he is terminated under Section 6.07 of this Collective Agreement;
- (d) he has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree purports to change the method of beer retailing within the Province;
- (e) he has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- (f) he is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of his layoff;
- (g) he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Worker's Compensation Act;
- (h) he is entitled to receive any pension under the Company or Government Pension Plan.

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

- (a) **one week's base earnings** (computed on the basis of his hourly rate in effect as of time of layoff) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Unit, **plus**
- (b) for employees classified as probationary or regular employees prior to March 21, 1988, an additional **Three Hundred and Seventy-five Dollars (\$375.00)** multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applies for separation pay at the time he first becomes eligible therefore shall have his separation pay under this part (b) calculated as **Seven Hundred and Fifty Dollars (\$750.00)** multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of a brewery (or complete retail and/or distribution operations of Brewers Retail) the 15 year maximum is replaced with a 22 year maximum.

24.04 The Company shall be authorized to deduct from any separation pay payable to an employee hereunder the amount of any Guaranteed Wage Plan payment made to such employee which the employee was not entitled to receive.

24.05 If an employee applies for and accepts a separation payment hereunder, his employment is terminated and his seniority and other rights under the Collective Bargaining Agreement are cancelled.

SECTION 25: TERMS AND CONDITIONS

25.01 The Employer and employees covered by this Agreement agree to abide by the terms of the Liquor Control Act and Regulations and other relevant statutes.

25.02 All terms and conditions of this Agreement shall be subject to change without notice if, as and when required by reason of any legislation or order of the Federal and/or Provincial Governments.

25.03 This Agreement shall remain in force and effect from the effective date up to and including December 31, 1998. and shall automatically continue from year to year thereafter until either party serves written notice on the other party by registered mail thirty (30) days and not more than sixty (60) days prior to any annual expiration date that changes are desired - such changes to be listed in the said notice. When such notice has been given by either of the parties bound by this Agreement, the party notified shall commence to negotiate within fifteen (15) clear days from notification. However, all conditions of this Agreement are to remain in force until negotiations are completed and/or Conciliation proceedings exhausted.

SCHEDULE OF WAGE RATES:

| Classification | Jan.1/97 | Jan.1/98 | Jul.6/98 | |
|---|------------------------------|----------|----------|--------|
| | \$ | \$ | \$ | |
| Mechanic, Maintenance Serviceman | 22.89 | 23.14 | 23.44 | |
| Retail Checker-Cashier | 22.79 | 23.04 | 23.34 | BR |
| Delivery Sorter, Draught Equipment Service Serviceman | 22.77 | 23.02 | 23.32 | |
| Tractor Driver, Toronto Maintenance | 22.75 | 23.00 | 23.30 | |
| Warehouse Checker | 22.74 | 22.99 | 23.29 | |
| Driver, Clerk Driver | 22.71 | 22.96 | 23.26 | |
| Stacker Operator | 22.64 | 22.89 | 23.19 | |
| Maintenance Man | 22.63 | 22.88 | 23.18 | |
| Counter Clerk, Driver Helper, Janitor, Stockman, Warehouseman | 22.59 | 22.84 | 23.14 | |
| Base Regular | 19.54 | 19.79 | 20.09 | |
| Probationary | 10% Below Base Regular Rate. | | | |
| Permanent Part-time | 10.95 | 11.20 | 11.50 | |
| Temporary start rate | 1/1/97 | 7/7/97 | 1/1/98 | 6/7/98 |
| | 8.15 | 8.30 | 8.45 | 8.65 |
| Temporary end rate | 1/1/97 | 7/7/97 | 1/1/98 | 6/7/98 |
| | 10.60 | 10.75 | 10.90 | 11.10 |

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TEMPORARY STEP RATE:

Temporary employees will receive rate increases of \$0.50 per hour after each six (6) months of service from date of hire as a temporary to a maximum of the temporary end rate after 36 months.

After 36 months of service, temporary employees will be paid at the **full** temporary rate in effect at that time. In order to be eligible for the six month increments, the employee must have worked or been paid for 50 hours during that six month time period.

NIGHT SHIFT PREMIUM:

- (a) A night shift premium of sixty cents 60¢ per hour shall be paid to those production employees employed in wholesale sections who commence an eight (8) hour shift after 3:30 p.m.
- (b) A night shift premium of \$1.00 per hour shall be paid to those production employees employed in wholesale sections who commence an eight (8) hour shift after 11:30 p.m.
- (c) "Regular" or "probationary" employees regularly employed in retail stores observing closing hours of sale later than 6:00 p.m. shall receive a premium on the following basis:

Any employee who commences an eight (8) hour shift **at** 11:00 a.m. shall receive a premium of \$1.40 per diem.

Any employee who commences an eight (8) hour shift at 12:00 noon shall receive a premium of \$1.70 per diem.

Any employee who commences an eight (8) hour shift at 1:00 p.m. shall receive a premium of \$2.00 per diem.

Any employee who commences an eight (8) hour shift at 2:00 p.m. shall receive a premium of \$2.30 per diem.

Any employee who commences an eight (8) hour shift at 3:00 p.m. shall receive a premium of \$2.60 per diem.

- (d) Any regular employee who works at least two (2) complete hours beyond 6:00 p.m. and does not otherwise qualify for a night shift premium, will receive a premium at the rate of thirtyfive cents (35¢) per hour for hours worked beyond 6:00 p.m. This does not apply to overtime work.
- (e) These premiums shall not be used to calculate overtime and premium pay for paid holidays.

“PERMANENT PART-TIME EMPLOYEES”

Each winter at the February meeting, as contemplated in Appendix “D”, the Group Managers will establish (a) the number of known vacancies for regular employment in the next twelve (12) months; (b) the employees who have been selected for permanent part-time status.

Brockville, Chatham, Dryden, Fort Erie, Hanover, Leamington, Lindsay, Oakville, Pembroke, Simcoe, Smiths Falls, Stratford, St. Thomas, Timmins, Welland, Brantford, Woodstock, Guelph.

Barrie, Belleville, Cornwall, Kingston, North Bay, Oshawa, Peterborough, Sarnia, Sault Ste. Marie, Sudbury, Thunder Bay.

London, Kitchener, Brampton, St. Catharines, Windsor.

Hamilton, Ottawa, Toronto (4)Groups.

Toronto Depot

The criteria for the appointment to the Permanent Part-Time list is as follows:

- There is sufficient part-time work to afford a Permanent Part-Time employee 24 hours of work per week;

- The employee is available for the assignments;
- **The employee has been graded satisfactory by the employer;**

The employer will schedule the hours of work and may post on the previous Friday and/or may change the schedule as operations require.

The penalty clause as contemplated in 4.11 for regular employees will not apply to permanent part-time employees.

Within any Seniority Group employees in the PPT Classification will be ranked in order of the date they attained PPT status.

Preference will be given in selecting the employees for advancement to Regular status to those permanent part-time employees within the seniority group who have the potential job qualifications and have been graded satisfactory.

Permanent part-time employees who do not perform satisfactorily however, will not be considered for advancement nor offered any further hours of **work**.

At the staffing meeting the Group Manager's selection to fill a vacancy will be discussed with the Local Union. The Group Manager will take into account any representation of the Union in respect to this selection (given 2.01 and 2.03 of the C/A). After this meeting, the Group Manager or his/her representative will advise the candidates selected. A representative of the Provincial Board and the Employee Relations Department may be requested to assist the parties.

For those temporary employees who are designated as permanent part-time, the employer may grant them preference for temporary work in their own store or in another store or depot. They will also be entitled to:

- (i) Partial Uniform issue;

- (ii) Rate differential for higher classification - see Section 5.06;
- (iii) Rate for Relief of Supervision - See Section 5.07;
- (iv) Safety Footwear;
- (v) Wage Rates - See Appendix "A" - Schedule of Wage Rates.
- (vi) Statutory Holidays (including Easter Monday) with the qualifying provision as set out in 9.02.

A probationary period will be established on the following formula:

An applicant with no experience

- 4 months probation

A PPT who has been on the list less than 6 months

- 2 months probation

A PPT who has been on the list more than 6 months

- 1 month probation

A PPT who has been on the list more than 1 year

- no probation period

All other temporary employees will be employed on a seasonal, casual or temporary basis at the discretion of the employer.

Employees who do not perform satisfactorily will neither be advanced nor offered any further preference for work.

LETTER OF UNDERSTANDING

Dear Mr. Reed

RE: NEW CLASSIFICATION

The Company will advance all present "Preferred Temporary" employees to regular status on the following basis:

- i) 30 Preferred Temporary Employees who have reached the probationary rate of pay (545's) will be advanced to Regular status with full benefits as of April 1, 1991;
- ii) They will be chosen on a basis of 10 per region, by seniority, and by group;
- iii) The balance of the 545's will be advanced to Regular **status** with full benefits as of September 1, 1991;
- iv) On January 1, 1992 the balance of the Preferred Temporary employees (525's) will be taken onto Regular status with full benefits with the exception of their scale of wages. The wage progression will be as follows:
 - January 1, 1992
 - \$2 above the Preferred Temporary rate;
 - January 1, 1993
 - an additional \$2 above Preferred Temporary rate;
 - December 1, 1993
 - full regular rate of stockman.
- v) Furthermore it is agreed that at any point in time throughout this progression, from the time the Collective Agreement is signed, there is a vacancy, whether through attrition or otherwise, the normal application of Appendix "D" will be applied and where an advancement of a Preferred Temporary, whether a 545 or 525

would have normally taken place prior to their appointment to Regular status under this arrangement they will be advanced to Regular status in accordance with the practise as existed in the 1988 - 1990 Collective Agreement;

- vi) It is furthermore agreed that there is no backfill of the Preferred Temporary pool of employees and this classification will be deleted from the wage classification of Appendix "A" for year 1992 and 1993.

It is the parties' intention that should there be a shortage of work in a community as a result of the advancement of the preferreds and a nearby community has a surplus of hours, whether because of retirements or unexpected circumstances, the Company will agree to a transfer of an employee from one Seniority Group to another to alleviate this condition if it is the request of the Union the terms of which to be agreed upon;

- vii) It is further agreed that all these Preferred Temporary employees who are being advanced to Regular status will be subject to full work on the basis of forty (40) hours over six (6) days, split shifts, etc., considering their entitlement to the following:

- Rotating day off
- Statutory Holiday
- Vacation
- Reference to Section 5.09

- viii) There will be a new classification added to the Schedule of wage rates which appears at page 35 of the 1988 - 1990 Collective Agreement. It will be called "Base Regular" and will appear below the Stockman/ Warehouseman classification. There will be no wage shown for 1991 or 1992 but in 1993 it will be listed as \$18.64 per hour.

Furthermore the Janitor classification will be melded into the Stockman/Warehouseman classification and at the same rate as the Stockman/Warehouseman;

- ix) In the event that during the course of the 1991 - 1993 Collective Agreement the 172 Preferred Temporary employees are absorbed into the system and a vacancy occurs it will be filled at the "Base Regular" rate;
- x) The Company will also establish a new classification of employee to be known as "Part-time". The Company proposes to fill this new Part-time classification on the following basis:

The Company will identify the locations where there are a sufficient number of temporary hours to afford the opportunity of 24 hours a week on a regular basis;

Current temporary employees who have been graded satisfactory and are available for 24 hours a week will be selected;

The Company will have a minimum 250 of these "Part-time" positions throughout the Province;

This new classification of Temporary employee will take effect on January 1, 1992;

The Company will attempt to balance these new Part-time employees throughout the three (3) regions;

In November of 1991 the Company will discuss the location where the new positions will be and who the selected employees are (if there is a sufficient number available from current temporary employees) with the local union. This process will also be discussed between the Provincial Board and the Industrial Relations/Labour Relations Department of the Company;

In a location where more than one Part-time employee is employed the senior employee (based on date of hire)

will have first choice of the 24 hours of the 48 hours work available but not to the extent that one person has to work all the Saturdays.

The new Part-time classification of employee will have the following scale of wages and benefits:

January 1, 1992 The hourly temporary rate of pay as per the Collective Agreement;

Benefits as follows:

- (I) Partial uniform issue
- (II) Safety footwear
- (III) Rate differential for higher classification - see 5.06
- (IV) Rate for relief of Supervision - see 5.07
- (V) Statutory Holidays with the qualifying provision as set out in 9.02;

January 1, 1993 The hourly rate of pay of the current Temporary employee **plus** 50¢ per hour;

Plus all benefits as listed for 1992.

* **As** the pool of Part-timers depletes for whatever reason (unless it is a lack of work) the Company will add new Part-timers to the list as soon as is practical.

Special Status for "B" Temporary Employees

The Company recognizes that there are some existing "B" Temporary employees and they will be placed on the top of the list of Part-time classification of employees;

They will continue to have the preference for selection to regular employment as they did in the 1988 - 1990 Collective Agreement except they will go to the new Base Regular position;

Any "B" Temporary employee who is not available for 24

hours per week will not be required to make himself available and the subject of availability will only have to be decided if or when a vacancy occurs.

Advancement to Regular Status

* Preference will be given in selecting the employees for advancement to Regular status to those Part-time employees who have the potential job qualifications and have been graded satisfactory. The Company will take into account any representation of the Union in respect to this selection (given 2.01 and 2.03).

Vacancies in Higher Classifications

* After the establishment of the "new" regular classification, set at \$18.64, it may happen that there will be vacancies declared in the higher classifications such as Mechanic, Retail Cashier, DES, Driver, Warehouse Checker, Stacker Operator, Janitor, etc. If this happens and there are no applications from the Driver Helper, Stockman, Warehouseman classification, the Company will discuss the situation with the Local Union **if** there is someone who has the ability and physical fitness to do the work and has as a general practise taken relief assignments as described in 5.06 in this posted classification but has declined to bid for the job. If no such person exists then the person in the new base regular position may apply provided he has the ability etc., to perform the job.

* It is agreed that although it is the Company's intention to select candidates for advancement to regular status from the Part-time classification (provided those employees have the ability and physical fitness) the Part-time classification does not, however, have an exclusive right to any vacancy over all other possible candidates.

(xi) Section 3 of the Collective Agreement will be amended to show that there are 3 classes — Regular, Part-time

and Temporary and the description of a Probationary Employee will be positioned as a paragraph at the bottom.

3.02, last sentence will change to read “**It** is agreed, therefore that the Employer must be free to employ “temporary” employees for seasonal, casual or temporary work.”

It is also agreed that the scheduling of seasonal, casual **or** temporary **hours** of work is at the discretion of the Employer.

The Company and Union agree that this letter forms part of the Collective Agreement and that the Collective Agreement will be amended, where necessary, to implement the provisions of this Letter.

For the Union For the Company

E.G. Reed W.F. Melville

MEAL ALLOWANCE:

Employees who are required to work as much as three (3) hours' overtime continuous with their regular shift will be granted a meal allowance of \$3.00.

Truck employees shall be paid a lunch allowance of \$3.00 on those trips which by local agreement in each area 'are identified as "country runs" which normally prevent an employee from getting back to base for lunch. Where there is no local agreement the lunch allowance of \$3.00 will be paid on a trip which takes the truck more than fifteen (15) miles from base and which normally prevents the driver from returning for lunch within five (5) hours from the starting time of his/her shift.

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, 1998 to December 31, 1998, the first pay period following publication of the December, 1998 Consumer Price Index, on the basis of 1 cent per hour for each full .3 change in the Consumer Price Index, in the period from January 1, 1998 to December 31, 1998, calculated by subtracting the Consumer Price Index for the month of December, 1997, after adding thereto 7% of the December, 1997 Consumer Price Index, from the Consumer Price Index for the month of December, 1998.

**APPENDIX "B":
SENIORITY GROUPINGS**

Barrie, Angus, Elmvale
Belleville, Napanee, Picton, Trenton
Bradford, Newmarket, Aurora
Brampton, Erin Mills, Malton, Milton, Streetsville,
Woodbridge
Brantford, Paris
Brockville, Prescott, Morrisburg
Chatham, Blenheim, Bothwell, Ridgetown, Tilbury,
Wallaceburg
Cobourg, Port Hope
Collingwood, Meaford, Wasaga Beach
Cornwall, Alexandria, Long Sault
Fort Erie, Ridgeway
Guelph
Hamilton Metro. Ancaster. Burlington, Dundas,
Caledonia, Grimsby, Stoney Creek, Waterdown
Hanover, Walkerton
Jackson's Point, Keswick
Kingston, Gananoque
Kitchener, Cambridge, Waterloo
Leamington, Kingsville, Essex
London, Strathroy
North Bay
Oakville, Clarkson
Orillia
Oshawa, Ajax, Bowmanville, Whitby
Ottawa, Orleans, Manotick, Vanier, Gloucester,
Nepean, Kanata, Cumberland, Embrun, Rockland
Pembroke, Deep River, Eganville, Petawawa,
Renfrew
Penetang, Midland
Peterborough, Lakefield, Bridgenorth
Sarnia, Petrolia, Point Edward

Sault Ste. Marie
Simcoe, Delhi, Port Dover, Port Rowan
Smiths Falls, Carleton Place, Perth
Spanish, Blind River, Elliot Lake
Stratford, St. Marys
St. Catharines, Niagara Falls, Niagara-on-the-Lake, Thorold,
Beamsville
St. Thomas, Aylmer
Sudbury Regional Municipality
Thunder Bay
Timmins, South Porcupine
Toronto Metro, Cooksville, Markham, Pickering,
Port Credit, Richmond Hill, Stouffville,
Welland, Port Colborne
Windsor Metro, Amherstburg, Belle River,
La Salle, Tecumseh
Woodstock, Ingersoll
“Any stores not within the listed Seniority Groupings will
be on a single Seniority **Basis**”.

APPENDIX "C":

SCALE OF ISSUE - UNIFORMS

The following is the Scale of Issue - Uniforms for all Regular employees:

Retail Store Personnel and Warehouse Clerks

| | | |
|------------|--|-------------------------------|
| 6 Shirts | 3 Short Sleeve 3 Long Sleeve | every two(2) years " " " " |
| 4 Trousers | 2 Summer Weight (10 oz.) 2 Winter Weight (14 oz.) | " " " " " " " " |
| 3 Ties | | " " " " |
| 4 Sweaters | | " " " " |

Depot and Combined Wholesale Retail Personnel:

| | | |
|---------------|--|-------------------------------|
| 6 Shirts | 3 Short Sleeve 3 Long Sleeve | every two(2) years " " " " |
| 4 Trousers | 2 Summer Weight (10 oz.) 2 Winter Weight (14 oz.) | " " " " " " " " |
| 3 Ties | | " " " " |
| 1 Windbreaker | | " " " " |

Delivery Personnel:

In addition to the issue for Depot and Combined Wholesale Retail personnel:

| | |
|-------------------------------|----------------------|
| 1 Cap | every two (2) years |
| 1 Windbreaker (Long M85 Type) | every four (4) years |

Where practical as discussed with the Provincial Board, employees may substitute a windbreaker for one pair of trousers.

New regular employees will receive a uniform issue (minimum one (1) of each item) on a pro rata basis. Uniforms shall be received no later than April 30, every second year. The Company will provide uniform T-shirts for Depot and Delivery Personnel. Employees shall have the option to substitute two (2) T-shirts in lieu of one (1) regular shirt (long sleeve or **short** sleeve).

Replacements of worn or torn clothing **will** be made on the recommendation and approval by Management.

The above employees will be eligible to receive a pair of either Safety Shoes or Safety Boots once every calendar year.

The Employer agrees to pay up to \$75.00 for the above issues of approved Safety Shoes or approved Safety Boots under the Compulsory Safety Shoe Program as outlined in Section 18.

APPENDIX "D"

GUIDELINES FOR DECLARING A VACANCY:

In addition to the regular Labour/Management meetings that may be held on a local basis, it is agreed that the Operations Manager and/or his/her representative(s) and local union officers and/or their representatives (not more than three from each side, unless mutually agreed) shall meet by February 15th and September 15th to discuss normal regular staffing requirements as covered by their Seniority Group. It is the intention of these meetings that the parties will deal with:

the vacation schedule and the number off, by classification, per day or week, during upcoming summer or winter periods;

the method of handling a layoff and/or other than regular hours:

if a vacancy exists.

The parties agree that representatives of the Provincial Board and the Employee Relations Department may discuss from time to time, such items that may be of mutual interest. In addition, at least twice a year representatives of the Provincial Board, the Employee Relations Department and Operations Managers (or their designates) may discuss items of mutual interest as agreed.

The local meetings held to discuss staffing in each Seniority Group will consider the following items to determine if a vacancy exists:

1. Full work for five (5), eight (8) hour days, for forty-four out of fifty-two consecutive weeks, within a Seniority Group, will be deemed to create a vacancy unless caused by conditions described in (2) below:

2. Absences by other employees on that seniority list who are likely to return will not constitute a vacancy such as:
 - 2 Sickness and Accident
 - 3 Special vacation and days off arrangements
 - 4 Leave of Absence, including Jury Duty, Bereavement, Union Business, etc.
 - 5 Transfers of an employee to another location, on other than a permanent basis.

In addition to the above, hours used in the sorting of empties will not be involved in the determination of vacancies.

NEW WORK:

Should the Company be successful in attracting new business, any work assignments required to accommodate this new work, would be filled by Permanent Part Time employees, as opposed to requiring the Company to declare a vacancy as above.

APPENDIX "E":

SAFETY

The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. All employees are expected to adhere to safe working practices. The Employer and employees will cooperate in the observance of all safety regulations.

Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Management.

GUARANTEED WAGE PLAN

AGREEMENT between Brewers Retail Inc. and United Brewers' Warehousing Workers' Provincial Board, representing Local Unions and their Branches of the United Food and Commercial Workers International Union.

WHEREAS the Company has entered into a Collective Agreement with the abovenamed Union covering the Bargaining Unit in the Province of 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 guaran-

teeing income to certain employees who are laid off.

2. Eligibility for

Participation in the Plan

Any regular hourly rated employee having at least one (1) year of seniority determined as of the September 1st immediately preceding his/her 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 employees' attainment of three (3) years of seniority.

3. Exentions

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

- (a) Employees who have been laid off for disciplinary reasons and if such layoff 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 the Unions which were party to the Ontario Industry Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations unless

- (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, *or*
 - (ii) the direction or decree purports to change the method of beer distribution or 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/she has been on layoff and has failed to apply for U.I. benefits, or in which he/she has been disqualified or disentitled from U.I. benefits for any reason other than serving a two (2) week waiting period.
- (ii) In which he/she has been on layoff and has failed to keep himself/herself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for U.I. benefits or for reduction of U.I. waiting period.
- (iii) In which he/she has failed or refused to accept employment deemed suitable for him/her by the Unemployment Insurance Commission.

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

5. **Definitions**

For the purposes of this Plan:

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

"Week" shall mean the Company's payroll week

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

- (a) **All** hours worked by the employee for the Company or for any other employer in such week, plus
- (b) All hours not worked by the employee in such week but for which he/she receives wages from any employer, **plus**
- (c) **All** hours scheduled in such week for an employee who **is** not on layoff and which he/she 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/she 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/her.

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

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. Benefits During Layoff

An employee who is laid off continues to participate in the Benefits Plan of the Company applicable to employees in his/her Bargaining Unit to the end of the month following the last month in which he/she has worked in the Bargaining Unit, or until the end of the last month during which he/she **has** drawn a benefit under this Plan, whichever is the

later. Benefits 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 Benefits 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/she 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 September 1st Immediately Preceding His/Her Layoff | Maximum Benefit Entitlement |
|---|------------------------------------|
| 15 years or more | 78 Weeks of Benefit |
| 10 years or more | 65 Weeks of Benefit |
| 5 years or more | 52 Weeks of Benefit |
| 4 years or more | 45 Weeks of Benefit |
| 3 years or more | 35 Weeks of Benefit |

The maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing September 1st shall **not exceed the 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/she is on layoff and in receipt of benefits for more than thirtytwo (32) hours; and by $\frac{4}{5}$ ths of one week for each week in which he/she is on layoff and in receipt of benefits for more than twentyfour (24) hours; and by $\frac{3}{5}$ ths of one week for each **week** in which he/she 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/she 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/she is on layoff and in receipt of benefits for eight (8) hours or less; and his/her weeks of benefits shall also be decreased by one week for each week in which he/she **is** on layoff but was disqualified for any **of** the reasons set out in subsections (i), (ii), (iii) and (iv) of Section 4.

9. Deductions

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

10. Applications

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

(12) months subsequent to the discovery of such falsifications, and this shall not preclude any other disciplinary action which may be imposed, subject to the Grievance Procedure of the Collective Agreement.

11. **Reporting**

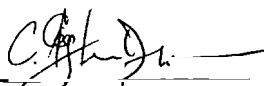
The Company will make periodic reports to the Union weekly while employees are laid off and receiving benefits under the Plan and quarterly if no employees are on layoff, giving the Union complete information as to the number of employees who have been laid off, the duration thereof, the payments made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

12. **Duration of Agreement**

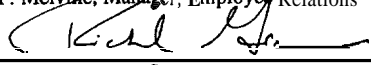
This Agreement shall continue until August 31, 1999. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than September 1, 1999.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 5th day of June, 1998.

BREWERS RETAIL INC.


C. F. Brown, Vice President

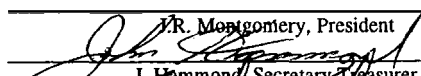

W. F. Melville, Manager, Employee Relations

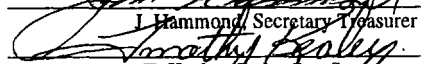

R. J. Grenon, District Manager

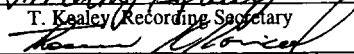

F. R. Lawson, Area Manager


P. W. Murray, District Manager

UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION through the **UNITED**
BREWERS' WAREHOUSING WORKERS'
PROVINCIAL BOARD and its affiliated Local Unions,
hereinafter referred to as the "Union".


J.R. Montgomery, President


J. Hammond, Secretary Treasurer


T. Kealey, Recording Secretary


Tom Kukovica, Canadian Director - Trustee

Memorandum Of Supplementary Agreement

WHEREAS the Collective Agreement between the undersigned parties provides in Appendix "A" thereto under the heading Meal Allowance that:

"Truck employees shall be paid a lunch allowance of \$3.00 on those trips which, by local agreement in each Operation, are identified as country runs which normally prevent an employee from getting back to base for lunch",

AND WHEREAS the said parties have agreed upon the terms of a local agreement for the Hamilton district which is presently **in** effect and **is** not affected by this Supplementary Agreement;

AND WHEREAS the parties hereto have now agreed upon a list of "country runs" for each of the remaining districts, namely Belleville, Kitchener, North Bay, Ottawa, Sudbury, Toronto and Windsor, such lists being divided into two (2) sections showing under the heading "normally paid" those trips on which truck employees of the Company will be paid the said lunch allowance under normal conditions, and showing under the heading "not normally paid" those trips on which truck employees of the Company are not entitled to lunch money under normal circumstances;

NOW THEREFORE this Supplementary Agreement witnesseth:

1. a) The Company will pay a lunch allowance of \$3.00 to each truck employee of the Company on each day on which he/she is assigned to leave before 12:00 noon on any trip listed under the "normally paid" section of the schedule for his/her district.
- b) Since it has been agreed that all country runs listed under "normally paid" are trips which usually commence before 12:00 noon, and because **of** distance to be travelled, or the nature of the loads, or the number

of drops (deliveries), or the traffic conditions normally encountered, or any combination of these circumstances, cannot be completed and the truck returned to base before 1:00 p.m. or within 4 1/2 hours of the employee's starting time (whichever first occurs) by employees performing their work in normally industrious and efficient manner; it is therefore further agreed that these trips will continue to be listed under the "normally paid" section of the schedule until changed conditions justify the transfer of the trip to the "not normally paid" section.

- c) If the parties do not mutually agree to such a change of listing the matter may be submitted to arbitration as if it were a grievance, with the onus being on the Company to establish that changed conditions justify the change in listing proposed.
2. The listing of trips in the said schedules under the section of "not normally paid" is primarily for the information of the employees and local Manager, and is not intended to be a complete exhaustive list of all the remaining possible country runs.
3. With respect to any such run listed under "not normally paid" if conditions should change so that it becomes the type of run which qualifies for regular lunch money payments by applying the tests set out in paragraph 1(b) above, then such trips shall be relisted under the "normally paid" section by mutual agreement. If such mutual agreement is not reached, the matter in issue may be submitted to arbitration as if it were a grievance, with the onus being on the party requesting the change to establish that changed conditions justify the change in listing proposed.
4. With respect to any trip commenced before noon and listed under the "not normally paid" section, a truck employee of the Company may claim a meal allowance on

particular occasions when the trip is made under abnormal conditions which made it impossible for him/her to return the truck to base before 1:00 p.m. or within 4 1/2 hours from the time he/she started work on that day, whichever first occurs. If such claim is not settled by mutual agreement then **it may** be treated as a grievance, the onus being upon the grievor to establish that he/she was entitled to lunch money on the particular occasion.

5. It is understood that lunch money is not payable on any occasion with respect to existing trips which have not been listed unless it can be shown that an unlisted trip was omitted from the list by an oversight, and that it conformed in fact with the tests set out in paragraph 1(b). New "country runs" which require the truck to proceed more than fifteen (15) miles from base and which are inaugurated after the date of this Memorandum shall be listed either under "normally paid" or "not normally paid" by mutual agreement, and if such agreement is not reached, they will be settled as provided in Section 3 above.

DULY EXECUTED BY THE PARTIES HERETO THIS
5th day of June, 1998, at TORONTO, ONTARIO.

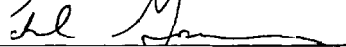
BREWERS RETAIL INC.



C. F. Brown, Vice President



W. F. [unclear], Manager, Employee Relations



R. J. Grenon, District Manager

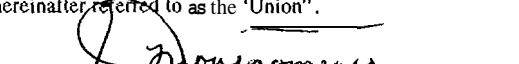


F. R. Lawson, Area Manager

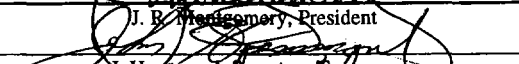


P. W. Murray, District Manager

UNITED FOOD and COMMERCE
INTERNATIONAL UNION through the I
BREWERS' WAREHOUSE U
PROVINCIAL WARD and its affiliated Local Unions,
hereinafter referred to as the 'Union'.



J. B. Montgomery, President



J. Hammond, Secretary-Treasurer



T. Keeley, Recording Secretary



Tom Kukovica, Canadian Director - Trustee

BREWERS RETAIL INC.

WINDSOR OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|------------|---|
| Chatham | Comber, Tilbury, Wallaceburg |
| Grand Bend | Watford |
| Windsor | Amherstburg, Belle River, River Canard, Stoney Point |

Not Normally Paid

| | |
|------------|--|
| Chatham | Dresden, Bothwell, BlenheimÉrieau, Ridgetown, Rodney, Wardsville, Highgate, Newbury, Mitchell's Bay |
| Grand Bend | Exeter, Forest, Hensall, Thedford |
| Leamington | Essex, Harrow and Malden Township, Woodslee |
| Sarnia | Sombra |
| Windsor | McGregor |

LONDON OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|--------|--|
| London | Alvinston Mount Brydges Glencoe, Delaware Strathroy, Ailsa Craig Granton Ilderton Lucan |
|--------|--|

| | |
|-------------|---|
| Simcoe | Cayuga Hagersville Fisherville, Port Rowan Turkey Point, Teetersville (when combined with Delhi or Waterford), Delhi Port Dover Sefkirk. |
| Stratford | Clinton, Goderich |
| St. Thomas | Dutton West Lorne, Springfield |
| | <u>Not Normally Paid</u> |
| Stratford | Milverton, Seaforth |
| Tillsonburg | Port Burwell |
| Woodstock | Bright |

HAMILTON OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

St. Catharines Local Agreement

The Company will agree to a "country run" being defined as any trip to points other than the City of St. Catharines Metropolitan area, which includes Merriton, Grantham Township, Port Dalhousie, and Thorold, which would normally prevent a truck crew from returning for lunch within five (5) hours after their starting time.

Fort Erie Local Agreement

The Company will agree to a "country run" being defined as any trip to Crystal Beach or Ridgeway, which would normally prevent a truck crew from returning for lunch within five (5) hours after their starting time.

Hamilton Dundas Waterdown Licensee Run

| | |
|----------|---|
| Grimsby | Stoney Creek Licensee Run Caledonia Licensee Run Mount Hope Licensee Run Winona Licensee Run Lynden Troy & Rockton Binbrook (when combined with Stoney Creek or Caledonia) Highway 25 Oakville when combined with Burlington |
| Oakville | Streetsville Milton <u>Not Normally Paid</u> |
| Welland | Dunnville |
| Hamilton | Burlington Waterdown |

GUELPH OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered “country runs”:

| | |
|-----------|--|
| | <u>Normally Paid</u> |
| Guelph | Acton Arthur (Elora & Ferguson when combined with Arthur) Brampton - Bramalea (Caledon East LCBO when combined with Brampton Bramalea) Erin Georgetown Noral Orangeville |
| Kitchener | Conestoga St.Jacobs Elmira Maryhill Petersburg Baden |

New Hamburg Ste. Agatha
Heidelberg St. Clements
Wellesley Linwood

TORONTO DEPOT

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

Out all day home consumer runs delivering outside the boundaries of Metropolitan Toronto.

The boundaries of Metropolitan Toronto are:

- 6 The Pickering Town Line on the East
- 7 Etobicoke Creek on the West
- 8 Steeles Avenue on the North
- 9 Licensee runs outside Metro, that prevent a truck crew from returning for lunch within four and onehalf (4 1/2) hours after their starting time.

Not Normally Paid

Transfers to Port Credit Lakeview, Cooksville, Woodbridge, Markham.

OSHAWA OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|------------|--|
| Kingston | Bath, Gananoque |
| Belleville | Northbrook, Kaladar, Flinton, Cloyne. Picton, Cherry Valley (all day run) (Monday) Brighton, Carrying Place, Consecon (when combined). |

| | |
|---------------------------|---|
| Belleville (continued) | Frankford, L.C.B.O. and Licensees. Tamworth, Erinsville. Napanee, Marysville. Deseronto L.C.B.O. and Licensees (when combined). Tweed, Stoco, Marlbank, Thomasburg, Stirling L.C.B.O. Marmora, Stirling, Hoards Station (when combined). Plevna Wellington L.C.B.O. |
| Lindsay | Haliburton, Kinmount, Minden, Wilberforce. |
| Oshawa | Port Perry, Blackstock. Uxbridge, Claremont. Prince Albert and Brooklin. Brougham and Manchester. Newcastle and Orono Licensees (when combined). Newcastle and Orono L.C.B.O. (when combined). |
| Cobourg | Colborne L.C.B.O. and Licensees (when combined). |
| Jackson's Point | Brechin, Beaverton Gamebridge |
| | <u>Not Normally Paid</u> |
| Belleville | Madoc, Wellington (Licensees), Actinolite (when combined with Madoc), Trenton, Picton (Friday). |

| | |
|--------------|---|
| Peterborough | Apsley L.C.B.O., Campbellford, Colby, Havelock, Millbrook, Omamee L.C.B.O. and Licensees. |
| Lindsay | Bobcaygeon, Coboconk, Fenelon Falls. |

OTTAWA OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|------------|--|
| Ottawa | Arnprior, Rockland, Clarence Creek, Wendover, Rockcliffe. Embrun, Limoges (when combined) Sarsfield, Hammond, Bourget (when combined). |
| Cornwall | Alexandria, Chesterville. Casselman, Crysler, St. Albert, Maxville L.C.B.O. (when combined) St. Isidore, Fournier, Moose Creek, Maxville licensees (when combined). Lancaster licensees and Empty Collector (when combined). Chesterville, Finch, Berwick (when combined). |
| Hawkesbury | Plantagenet. Curran licensees when combined with Plantagenet L.C.B.O. |
| Pembroke | Beachburg, LaPasse, Point |

OSHAWA OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|---------------------------|--|
| Kingston | Bath, Gananoque |
| Belleville | Northbrook, Kaladar, Flinton, Cloyne, Picton, Cherry Valley (all day run) (Monday) Brighton, Carrying Place, Consecon (when combined). |
| Belleville (continued) | Frankford, L.C.B.O. and Licensees. Tamworth, Erinsville. Napanee, Marysville. Deseronto L.C.B.O. and Licensees (when combined). Tweed, Stoco, Marlbank, Thomasburg, Stirling L.C.B.O. Marmora, Stirling, Hoards Station (when combined). Plevna Wellington L.C.B.O. |
| Lindsay | Haliburton, Kinmount, Minden, Wilberforce. |
| Oshawa | Port Perry, Blackstock. Uxbridge, Claremont. Prince Albert and Brooklin. Brougham and Manchester. Newcastle and Orono Licensees (when combined). Newcastle and Orono L.C.B.O. (when combined). |

Cobourg Colborne L.C.B.O. and Licensees (when combined).

Jackson's Point Brechin, Beaverton Gamebridge

Not Normally Paid

Belleville Madoc, Wellington (Licensees), Actinolite (when combined with Madoc), Trenton, Picton (Friday).

Peterborough Apsley L.C.B.O., Campbellford, Colby, Havelock, Millbrook, Omeme L.C.B.O. and Licensees.

Lindsay Bobcaygeon, Coboconk, Fenelon Falls.

OTTAWA OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|--------------|--|
| Ottawa | Arnprior, Rockland, Clarence Creek, Wendover, Rockcliffe. Embrun, Limoges (when combined) Sarsfield, Hammond, Bourget (when combined). |
| Cornwall | Alexandria, Chesterville. Casselman, Crysler, St. Albert, Maxville L.C.B.O. (when combined) St. Isidore, Fournier, Moose Creek, Maxville licensees (when combined). Lancaster licensees and Empty Collector (when combined). Chesterville, Finch, Berwick (when combined). |
| Hawkesbury | Plantagenet. Curran licensees when combined with Plantagenet L.C.B.O. |
| Pembroke | Beachburg, LaPasse, Point Alexander, Deux Rivieres, Stonecliffe, Eganville, Douglas, Renfrew, Calabogie L.C.B.O. |
| Smiths Falls | Westport, Ompah. |
| Brockville | Morrisburg, Winchester. Williamsburg and Iroquois. |

Lansdowne L.C.B.O. and
Rockford Licensees.

Not Normally Paid

Ottawa

Orleans, Richmond

Pembroke

Black Bay, Clarksville, **Deep**
River, Chalk River.

Smiths **Falls**

Almonte, Carleton Place,
Sharbot Lake, Elgin L.C.B.O.
and Licensees, Kemptville.

BARRIE OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|---------|--|
| Hanover | Blyth Brussels Listowel Dundalk Lucknow Mount Forest Palmerston Harriston Owen Sound Shelburne Southampton Port Elgin Tobermory Wiarion Chatsworth Hepworth Desboro Wingham Markdale Flesherton and Kincardine |
|---------|--|

Sauble Beach

| | |
|--------|--|
| Barrie | Aurora - Newmarket, Bradford, Tottenham, Beeton, Loretto, Alliston, Camp Borden |
|--------|--|

Not Normally Paid

| | |
|-------------|------------------------------|
| Barrie | Elmvale, Phelpston, Atherley |
| Gravenhurst | Minett |

ONTARIO NORTH OPERATION

For the purpose of Meal Allowance, deliveries to the following points will be considered "country runs":

Normally Paid

| | |
|------------------|--|
| Cochrane | Smooth Rock Falls |
| Dryden | Red Lake Road, Ignace, Vermillion Bay, Ear Falls |
| Fort Frances | Rainy River, One Sided Lake |
| Geraldton | Long Lac, Nakina, Beardmore |
| Huntsville | Rosseau (when L.C.B.O. and Licensees combined), South River |
| Kenora | Sioux Narrows, Minaki, Nestor Falls |
| Kirkland | Virginiatown, Kenogami - Matachewan |
| Marathon | Manitouwadge, Terrace Bay, Schreiber, Rosspport, White River. |
| New Liskeard | Gowganda, Temagami, Elk Lake Englehart. |
| North Bay | Port Loring, Mattawa |
| Parry Sound | Bigwood |
| Sault Ste. Marie | Bruce Mines, Haviland Bay, Montreal River, Batchawana, Pancake Bay, Harmony Beach, Lighthouse Sand Bay, Searchmont |

| | |
|----------------|--|
| Spanish | Thessalon, Elliot Lake, Iron Bridge, Blind River, Espanola |
| Sturgeon Falls | Jamot Noelville Monetville, Warren St. Charles Verner West Arm Hagar, Field Crystal Falls River Valley |
| Sudbury | Cartier, Chelmsford, Hanmer (R.C.A.F.), Falconbridge, Skead, Capreol, Estaire, Killarny, Azilda (when combined with Chelmsford), Garson (when combined with Skead or Falconbridge), Markstay (when combined with Coniston and Wahnapiwai), Whitefish (when combined with Waters Township and Lively), Levack (when combined with Dowling Township and Onaping) |
| Thunder Bay | Kashabowie, Upsala, White Fish Lake |
| Timmins | Folyet, Gogama <u>Not Normally Paid</u> |
| Kenora | Redditt |
| North Bay | Mattawa* |
| Sudbury | Levack*, Whitefish |

*Not paid on transfers to our stores.

WAREHOUSE CLERKS AGREEMENT

BETWEEN:

BREWERS RETAIL INC.

(hereinafter referred to as the "Employer")

and

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION** through the **UNITED
BREWERS' WAREHOUSING WORKERS PROVINCIAL BOARD** and its affiliated Local Unions, hereinafter referred to as the "Union".

The Warehouse Clerks at the Hamilton Depot, 150 Barton Street East, Hamilton, Ontario, the Windsor Depot, 2380 Walker Road, Walkerville, Ontario, the Ottawa Depot, 1860 Bank Street, Ottawa, Ontario, the Toronto Depot, 1015 Lakeshore Blvd. East, Toronto, Ontario, and the Belleville Depot, 113 Station Street, Belleville, Ontario, will be subject to the conditions of the Master Agreement, as herein stated.

PREAMBLE

As in main Agreement.

SECTION I: UNION RECOGNITION

1.01 Union Recognition to include:

Hamilton Depot Warehouse Clerks, Ottawa Depot Warehouse Clerks, Toronto Depot Warehouse Clerks, Windsor Depot Warehouse Clerks, Belleville Depot Warehouse Clerk.

1.02 As in main Agreement.

SECTION 2: UNION SECURITY

As in main Agreement.

SECTION 3: HIRING PRACTICES

There will be two (2) classes of employees:

- (a) "Regular" employees those employees who have successfully completed the prescribed probationary period as set out in this Agreement.
- (b) "Probationary" employees those who are undergoing a prescribed probationary period of four (4) months' continuous satisfactory service with the Employer prior to becoming "regular" employees.
- (c) In Toronto only the third class will be "temporary" employees.

Except in Toronto, when required by the Employer, additional assignments for full shifts will be made by giving preference to employees who are available and then have the ability to do the work in the following order:

- (a) Regular warehouse clerical employees, on the warehouse clerical seniority list, on layoff or short time.
- (b) Probationary warehouse clerical employees on layoff or short time.
- (c) Employees on that Group's seniority list.

When a vacancy is declared by the Employer, it will be posted and if there is no employee on that Group's seniority list who has applied and who has the qualifications, the Employer may engage a probationary employee to fill the position.

SECTION 4: HOURS OF WORK & OVERTIME CONDITIONS

4.02 The basic work week shall consist of forty (40) hours over a period of not more than five (5) days. Any time worked in excess of scheduled hours on any day or in ex-

cess of the basic hours in any one (1) week shall be paid for at time and onehalf of the basic wage rate.

4.03 As in main Agreement.

4.04 As in main Agreement.

4.05 As in main Agreement.

4.07 As in main Agreement.

4.08 As in main Agreement.

4.09 It may be necessary **for** an employee to work on what would have been his/her day off. However, he/she may be excused provided that satisfactory arrangements can be made.

4.10 As in main Agreement.

4.11 As in main Agreement.

4.12 Delete "nine".

4.13 As in main Agreement.

SECTION 5: WORKING CONDITIONS

Does not apply.

Substitute:

"The previous practice of Supervisors and office staff performing duties of the Warehouse Clerks during emergencies, relief periods, training, and to assist during peaks will be continued."

When a Clerk "B" or a Clerk Level 5 (Toronto only) is transferred **for** a full shift to a higher Classification, he/she will receive the higher rate while so occupied.

SECTION 6: SENIORITY

6.01 Add:

“The seniority of the Warehouse Clerks shall be recognized as a separate group and listed on Appendix “B”, Hamilton Warehouse Clerks, Ottawa Warehouse Clerks, Toronto Warehouse Clerks, Belleville Warehouse Clerk, Windsor Warehouse Clerks”. Provided that while any clerk is on layoff, he/she will also be on the Metro Seniority List in his/her community as a regular employee with full recall rights.

6.02 to 6.10 As in main Agreement.

SECTION 7: LAYOFF AND RECALL

7.01 to 7.03 As in main Agreement.

**SECTION 8: GRIEVANCE PROCEDURE AND
ARBITRATION**

As in main Agreement.

SECTION 9: PAID HOLIDAYS

As in main Agreement.

SECTION 10: VACATION PLAN

As in main Agreement.

SECTION 11: PERSONAL LEAVE

As in main Agreement.

SECTION 12: BULLETIN BOARDS

As in main Agreement.

**SECTION 13: EMPLOYER/EMPLOYEE
RELATIONSHIP**

As in main Agreement.

SECTION 14: LEAVE OF ABSENCE

As in main Agreement.

SECTION 15: JURY DUTY

As in main Agreement.

SECTION 16: BEREAVEMENT ALLOWANCE

As in main Agreement.

SECTION 17: REST PERIODS

17.03 Will apply.

SECTION 18: UNIFORMS

As in main Agreement.

SECTION 19: PENSION AND BENEFITS

As in main Agreement.

SECTION 20: PAY DAY

As in main Agreement.

SECTION 21: DISCRIMINATION

As in main Agreement.

SECTION 22: MANAGEMENT FUNCTIONS

As in main Agreement.

SECTION 23: STRIKES AND LOCKOUTS

As in main Agreement.

SECTION 24: SEPARATION PAY

As in main Agreement.

SECTION 25: TERMS AND CONDITIONS

As in main Agreement.

APPENDIX "A": WAGE RATES

LUMP SUM PAYMENTS FOR 1997

For calendar year, 1997, all regular employees employed on the Monday following ratification of this agreement (including those employees who retired between January 1, 1997 and the date of ratification) will receive 40¢ per hour for all **hours** worked. Lump sum payments for all eligible employees are to be paid out as follows:

Lump sum payments for the period January 1, 1997 through July 6, 1997 to be paid out within 30 days following ratification.

Lump sum payments for the period July 7, 1997 to November 30, 1997 to be paid out on or before December 19, 1997.

Lump sum payments for the period December 1, 1997 to

December 31, 1997 to be paid out in the third week in January, 1998.

| Classification | Jan.1/97 | Jan.1/98 | Jul.6/98 | |
|-----------------------|-----------------|-----------------|-----------------|-----------------|
| | \$ | \$ | \$ | |
| Clerk "A" | 22.79 | 23.04 | 23.34 | |
| Clerk "B" | 22.59 | 22.84 | 23.14 | |
| Temporary | 1/1/97 10.60 | 7/7/97 10.75 | 1/1/98 10.90 | 6/7/98 11.10 |
| (Toronto Only) | | | | |
| Level 5 | | | | |
| Start | 19.08 | 19.33 | 19.63 | |
| 4 Months | 19.76 | 20.01 | 20.31 | |
| 10 Months | 20.43 | 20.68 | 20.98 | |
| 16 Months | 21.10 | 21.35 | 21.65 | |

NIGHT SHIFT PREMIUM

As in main Agreement.

MEAL ALLOWANCE

As in main Agreement.

COST OF LIVING ALLOWANCE

As in main Agreement.

APPENDIX "B": SENIORITY GROUPINGS

Add: "Hamilton Warehouse Clerks"
"Ottawa Warehouse Clerks"
"Toronto Warehouse Clerks"
"Windsor Warehouse Clerks"
"Belleville Warehouse Clerk"

APPENDIX "C": SCALE OF ISSUE UNIFORMS


As in main Agreement.

APPENDIX "E": SAFETY

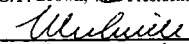
As in main Agreement.

**DULY EXECUTED BY THE PARTIES HERETO THIS
5th day of June, 1998.**

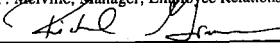
BREWERS RETAIL INC.




C. F. Brown, Vice President



W. F. Melville, Manager, Employee Relations



R. J. Grenon, District Manager




F. R. Lawson, Manager



P. W. Murray, District Manager

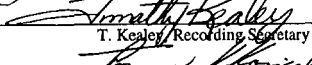
**UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION** through the **UNITED
BREWERS' WAREHOUSING WORKERS'
PROVINCIAL BOARD** and its affiliated Local Unions,
hereinafter referred to as the "union".



J. C. Montgomery, President



J. Hammond, Secretary Treasurer



T. Kealey, Recording Secretary



Tom Kukovica, Canadian Director - Trustee

**BREWERS RETAIL INC.
BENEFITS PLAN
FOR
UNION EMPLOYEES**

WHO IS COVERED?

This Benefits Plan applies to all Regular employees on the Seniority Lists. New employees must make such applications and submit such information as is required by the various insurance carriers and the Ontario Health Insurance Plan. Individual certificates of coverage will be issued to each employee.

A description of the various benefits are shown, in detail, on the following pages under individual headings.

Your eligible dependents who will be insured are:

- a) **Ontario Health Insurance Plan**
 - (i) an employee's spouse; and
 - (ii) unmarried children from date of birth to the 21st birthday.
- (b) **Insurance Company**
 - (i) an employee's spouse; and
 - (ii) unmarried children from date of birth to 21st birthday, or longer if in full time attendance at a recognized school of learning.

NOTE I:

Probationary employees will be enrolled in this Benefits Plan when they attain Regular status.

However, at the commencement of their Probationary period they will be enrolled under the Ontario Health Insurance Plan and pay the required premiums by payroll deductions.

NOTE II:

To have continuous coverage for dependent children who attain their 21st birthday, you should apply directly to the Ontario Health Insurance Plan to have such children placed on a PayDirect contract. This should be done approximately thirty (30) days prior to the attainment of age twentyone (21).

This booklet is intended to give you a description of your coverage. Complete provisions are contained in the Group Master Policies issued by the Insurance Company. Coverage under the Ontario Health Insurance Plan is subject to their rules and regulations.

The entire cost of this Benefits Plan is paid for by the Company.

ESSENTIAL INFORMATION

Reporting of Claims

All claims for Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity, Long Term Disability Benefits, Semiprivate Hospital Benefits, Major Medical Expense Benefits and Dental Expense Benefits shall be reported within 90 days to your Store Manager. Upon approval by your Store Manager, these forms will be forwarded to the Resource Centre for payment. The employee will pay for any initial medical report required. The Company will ensure that the employee is reimbursed for any medical report required subsequent to the initial report, pertaining to that claim.

With the exception of Semiprivate Hospital Benefits and Major Medical Expense Benefits, all claims must be submitted on the regular Insurance Claim Form.

Claims under the Semiprivate Hospital Benefits and Major Medical Expense Benefits Plan may be submitted on the

regular Insurance Claim Form, or, if you prefer, you may submit receipted accounts.

Change in Status

It is essential that you notify the Company, immediately, of any changes in status which will result in change from one to the other of the following classes:

- (i) an employee without dependents
- (ii) an employee with dependents

When an insured employee marries, there is a period of thirtyone (31) days from the date of marriage when dependent coverage will be added to the certificate without question as to health. If application is made after this thirtyone (31) day period, the Insurance Company will require evidence of insurability on behalf of such a dependent.

Ontario Health Insurance Plan must be notified within thirty (30) days of the date of marriage. Dependent coverage will become effective the first day of the third month following such date of marriage.

Termination of Employment

All benefits under this Plan will cease immediately upon termination **of** employment, with the following exception: Life Insurance coverage will remain in force for thirtyone (31) days from date of termination.

Layoff

In the case of layoff, all benefits, with the exception of Weekly Indemnity, will continue to the end of the month following the month in which you are laid off. For employees with one (1) or more years of seniority, see Guaranteed Wage Plan for possible additional coverage. If, while you are on layoff status, you work eight (8) hours in a month, your coverage will be extended to the end of the next month.

For Weekly Indemnity applicable during layoff, please refer to the Collective Agreement.

Leave of Absence

If you are granted leave of absence for any reason other than sickness or accident, for more than ten (10) working days, your coverage other than Weekly Indemnity and Long Term Disability Benefits may remain in force upon your payment of the required premiums, for the full period of leave, prior to taking such leave.

Strikes

If you are absent from work because of an illegal strike, such absence will be treated as a termination of employment for the purpose of this Benefits Plan.

Life Insurance for Employees

Your life is insured under a Group Life Policy as follows:

Effective August 10, 1997\$43,000.**
(providing you are actively at work)

Effective January 1, 1998\$44,000.**
(providing you are actively at work)

You may change your beneficiary at any time in accordance with the laws of the Province of Ontario.

**Employees absent due to illness or accident on the above effective dates will remain under the terms of the life insurance plan in effect at the time disability commenced.

The increased life insurance will become effective upon your return to active fulltime employment.

If your employment is terminated, Life Insurance coverage will remain in force for thirtyone (31) days from date of termination. Within this period, you have the privilege of converting the Life Insurance to an individual policy on any

full participating plan then issued by the Insurance Company. No medical examination or other evidence of health will be required within this thirtyone (31) day period.

The Life Insurance is payable in the event of your death for any cause, at any time or place, while you are insured. The full amount of your insurance will be paid in one (1) lump sum to your beneficiary. If a different form of settlement is requested, it can be arranged subject to the Company's approval.

Should you become totally and permanently disabled as a result of either sickness or accident before the age of sixtyfive (65) years and after having been insured for at least one (1) year, the total amount of your insurance will remain in force until you reach age sixtyfive (65), providing you remain totally and permanently disabled. (For Life Insurance benefits after age sixtyfive (65), see section on Pensioners.)

**Accidental Death and
Dismemberment Insurance for Employees**

If, as a result of an accident, you suffer the loss of life, limbs, or sight, you will receive Accidental Death and Dismemberment Benefits up to the following maximum: (This is in addition to all other benefits.)

Effective August 10, 1997 \$43,000.**
(providing you are actively at work)

Effective January 1, 1998 \$44,000.**
(providing you are actively at work)

**Employees absent due to illness or accident on the above effective dates will remain under the terms of the A.D. & D. Plan in effect at the time disability commenced.

The increased A.D. & D. will become effective upon your return to active fulltime employment.

If your employment is terminated, your coverage will be cancelled as and from the date of termination.

The full amount of your insurance will be paid if the accident caused the loss of life, or both hands, or both feet, or one (1) hand and one (1) foot, or one (1) foot, and the sight of one (1) eye, or the sight of both eyes.

Onehalf of the amount of your insurance will be paid for the accidental loss of one (1) foot, or one (1) hand, or the sight of one (1) eye.

Onequarter of the amount of your insurance will be paid for any accidental loss of both thumb and any finger of one (1) hand.

All losses must occur within three-hundred-sixty-five (365) days from the date of the accident and must be caused by external, violent or accidental means.

Weekly Indemnity Benefits for Employees

This benefit is payable while you are disabled and unable to work due to sickness or accident which is not covered by Workers' Compensation.

Weekly Indemnity claims must be submitted within 90 days of the onset of disability or declination by WCB to be considered for payment.

To qualify for payment of Weekly Indemnity, you must be under the care and treatment of a physician or surgeon legally licensed to practice medicine:

- 1) If your disability is due to an accident and if your disability commences within two (2) weeks from the date of the accident, you may be eligible to receive benefits from the date of the accident provided you have visited your physician and he has certified you disabled from the date of the accident. If you do not visit your physician on the date of the accident, benefits will com-

mence from the day you first visit your physician and he certifies you as disabled.

- 2) If your disability is due to an illness or if your disability commences more than two (2) weeks following an accidental injury, you may be eligible to receive benefits after a three day waiting period has been applied. Payment will be made from the fourth day after which your physician certifies you as disabled, but in no event will benefits be payable prior to the fourth day of absence and the first day you visit your physician.

Payment will be made at the end of each week for which satisfactory proof of disability has been received.

Weekly Indemnity will continue for a period not exceeding twenty-six (26) weeks for any one illness providing you are under the continuous care and treatment of a physician or surgeon.

Benefits are on the basis of 70% of your base rate of pay in effect at any time during this twenty-six (26) week period, and are fully integrated with the Canada Pension Plan Disability Pension and/or other government legislated disability benefits to which you may be entitled.

Should you return to work before receiving benefits for twenty-six (26) weeks and within fourteen (14) calendar days be again disabled due to the same or related cause, you will receive weekly benefits for the balance of the twenty-six (26) week period, only. **You** will commence a new claim if (a) you have been back to work for more than fourteen (14) days and again become disabled due to the same or related cause or (b) you have a disability which is entirely unrelated to the causes of your previous disability, and which commences after you have returned to active fulltime employment.

Where it is necessary for an employee to have dental surgery, claims under the Weekly Indemnity Plan will be rec-

ognized and payments will commence on the fourth day and will continue up to a maximum of two (2) weeks for any such claim upon the receipt of the proper certification by a dental Oral Surgeon.

Weekly Benefits are prorated on a seven (7) day week and are subject to payment of Income Tax.

Pregnancy Leave of Absence

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

Long Term Disability Benefits for Employees

- I. Benefits shall be payable when you have been totally disabled and unable to work due to illness or accident subject to the following qualifying period:
You must have been totally disabled for a minimum period of twenty-six (26) weeks and have exhausted the Weekly Indemnity or have received Workers' Compensation payments for twenty-six (26) weeks.
- II. Benefits are on the basis of 66 $\frac{2}{3}$ % of your base rate of pay in effect at any time during the first seventy-eight (78) weeks of receiving Long Term Disability Benefits and are fully integrated with the Canada Pension Plan Disability Pension, Workers' Compensation Payments and/or other government legislated disability benefits to which you may be entitled. Information and forms for the applications of C.P.P. benefits will be forwarded to each employee upon attainment of thirteen weeks of disability, when there is no prognosis of return to work until after the twenty-six weeks of disability.
- III. Commencing with the 79th week, Long Term Disability Benefits will be 66 $\frac{2}{3}$ % of your base rate of pay in effect at the end of the seventy-eight (78) week period referred to in II, above.

- IV. Benefits will continue providing you are under the continuous care and treatment of a physician or surgeon until age sixty-five (65), or until you cease to be Totally Disabled, as hereinafter defined, whichever first occurs.
- V. "Totally Disabled" shall mean for the Qualifying Period and the first seventy-eight (78) weeks following the qualifying period for which Long Term Disability Benefits are paid, that you are wholly and continuously disabled by illness or accidental bodily injury which prevents you from performing your own occupation. Thereafter, "Totally Disabled" shall mean inability to perform the duties of any job for any employer for which you are reasonably qualified by training, education or experience.
- VI. (i) Should you return to work at anytime during the first seventyeight (78) weeks of receiving Long Term Disability Benefits and within fourteen (14) calendar days again be disabled due to the same or related cause, your claim shall be treated as a continuation of the immediately preceding disability. You will commence a new claim if (a) you have been back to work for more than fourteen (14) calendar days and again become disabled due to the same or related cause or (b) you have a disability which is entirely unrelated to the causes of your previous disability, and which commences after you have returned to active *fulltime* employment.
- (ii) Should you return to work at any time after the first seventyeight (78) weeks of receiving Long Term Disability Benefits and within six (6) months again be disabled due to the same or related cause, your claim shall be treated as a continuation of the immediately preceding disability. **You** will commence a new claim if (a) you have been back to work for

more than six (6) months and again become disabled due to the same or related cause or (b) you have a disability which is entirely unrelated to the causes of your previous disability, and which commences after you have returned to active fulltime employment.

- VII.** Long Term Disability Benefits are prorated on a seven (7) day week and are subject to payment of Income Tax.

NOTE:

For disabilities which commenced prior to January 1, 1979, Long Term Disability Benefits will be subject to the terms of the Plan in effect at the time disability commenced.

**Ontario Health Insurance Plan
for Employees and Dependents**

- I.** Basic Hospital Coverage provides Standard Ward care and defined extras, as stipulated under the regulations of the Ontario Health Insurance Plan.
- II.** Surgical, medical, anesthetists, diagnostic, chiropractor and osteopath benefits as defined in the rules and regulations of the Ontario Health Insurance Plan.

**Semiprivate Hospital Benefits
for Employees and Dependents**

You and your qualified dependents are entitled to 100% of charges made for Semiprivate accommodation while an inpatient in a hospital which has received payment for the Standard Ward care from the Ontario Health Insurance Plan.

**Major Medical Expense Benefits
for Employees and Dependents**

Major Medical Expense Insurance is designed to help protect you and your qualified dependents against expenses

resulting from prolonged or serious illnesses or accidents which may run **into** substantial **sums** of money.

Major Medical Insurance provides payments towards necessary and reasonable charges incurred by you or your qualified dependents for supplies and services recommended by a physician or surgeon, for treatment of disease or bodily injury.

WHAT DOES THE PLAN COVER?

The Major Medical Insurance Plan pays on behalf of yourself and each qualified dependent, in each calendar year, 100% of all eligible expenses, after first deducting an amount of \$10.00 (hereinafter referred to as the "Deductible Amount") up to the limits as set out herein.

Eligible Expenses Covered:

- 1) Drugs and medicines requiring a written prescription by a licensed physician or dentist.

Where a generic equivalent of a prescription drug exists, reimbursement shall be made only for the cost of the generic equivalent, except where substitution is precluded by the employee's physician.

- 2) Services of registered graduate nurses, other than members of the insured's family.
- 3) Services of duly qualified and licensed physiotherapists, other than members of the insured's family, when not covered under the Ontario Health Insurance Plan.
- 4) Professional ambulance services when not covered under the Ontario Health Insurance Plan.
- 5) Rental of wheelchair, hospital bed, iron lung, respirator or ventilator.
- 6) Splints, trusses, braces, crutches, casts, artificial limbs and eyes.

- 7) Fees of a licensed dentist or oral dental surgeon for accidental injury to natural teeth where services are performed within six (6) months of the accident and are not covered under the Ontario Health Insurance Plan.

Expenses not Covered:

- 1) Injury sustained in the course of any employment for remuneration or profit; illness for which the employee or his/her qualified dependents are entitled to indemnity in accordance with the provisions of any Workers' Compensation or similar law.
- 2) Any services, treatments or supplies for which no charge is made, including services provided under any governmental program.
- 3) Periodic health checkups; insurance examinations; or travel for health; eye refractions or eyeglasses; hearing aids.
- 4) Any illness or injury resulting from an act of war, whether war is declared or not.
- 5) Any treatment as the result of a selfinflicted injury or illness.
- 6) Plastic or cosmetic surgery, except when the operation is performed to correct deformities resulting from injury or sickness or some congenital defects as interfere with function.
- 7) Drugs, sera, injectables, and supplies which are not approved by Health and Welfare Canada, or are experimental, or limited in use whether or not so approved.

Maximum Benefits

Subject to the reinstatement provision, the maximum amount payable for any one (1) person while insured is \$15,000.

Reinstatement Provision

As of the second January 2nd following the effective date of this insurance, and on each January 2nd thereafter, \$3,000.00 of the original Major Medical maximum is reinstated automatically. If, after this reinstatement, the unused portion of the maximum is **less** than \$3,000.00, an employee or his/her qualified dependent may have the full maximum reinstated by submitting satisfactory evidence of insurability at the employee's expense.

Carry Over Provision

Any eligible expenses incurred during the last three (3) months of a calendar year which were used to satisfy the Deductible Amount, either in full or in part, may be carried over into the following year to again satisfy the Deductible Amount.

This provision eliminates the application of two (2) \$10.00 deductibles over the end and the beginning of a calendar year.

Family Deductibles

Should more than one (1) member of one (1) family become eligible for Major Medical Insurance, the Deductible Amount in any calendar year shall be \$20.00 per family.

Common Accident Provision

In the event that two (2) or more insured members of a family are injured in the same accident, the Deductible Amount will be applied only once for all their injuries arising out of the accident.

Extension of Benefits

If, on the date coverage would cease, an employee is totally disabled or a dependent is confined to hospital, reimbursement will be made for eligible expenses incurred due

to such disability, or hospital confinement, until the earliest of

- a) the 365th day following the date coverage would normally cease;
- b) for an employee, the date total disability ceases;
- c) for a dependent, the date hospital confinement is no longer necessary;
- d) the date such employee or dependent has received the maximum amount allowable.

Maternity Benefits

Benefits for pregnancy or complication of pregnancy become effective after an employee or the dependent of an employee has been insured for nine (9) consecutive months.

If your insurance is terminated, benefits will apply for any existing pregnancy, provided at least nine (9) months have elapsed between the date insurance became effective and the date of delivery.

Maternity Leave

Eligibility

Regular full-time female employees who have been employed by BRI for the period of time prescribed by the Employment Standards Act.

Periods of Leave

Maternal and parental leave - total of 26 weeks which are covered by U.I.

Top-Up

All full time female hourly employees who are eligible to receive top-up benefits if they conform *to* the requirements under Employment Standards. BRI will top up the U.I. pay-

ments so that the total pre-tax income received equals 70% of the base pay rate. The top up will continue for the number of **weeks** of U.I. eligibility, **to a maximum of 26 weeks**.

Seniority, vacation and Health and Welfare benefits (excluding wage loss provisions) continue during maternity leaves of absence.

Vision Care

Effective August 1, 1997, \$130.00 for each regular employee and each dependent every twenty-four (**24**) months.

Dental Expense Benefits for Employees and Dependents

Eligible Services

All reasonable and customary dental services, which are recommended **as** necessary and are performed by a qualified dentist or physician, are eligible for benefits under the Plan.

Dental services are classified under three (3) major categories:

a) **Basic Services**

Examinations and cleaning of teeth (once in any six (**6**) month period); extractions, fillings and other necessary treatment for relief of dental pain.

b) **Restorative Services**

Crowns and inlays, bridgework, dentures, root canal therapy (endodontics) and the treatment of tissues and bones supporting the teeth (periodontics).

c) **Orthodontia**

Proper fitting of natural teeth and prevention or correction of irregularities of teeth.

Benefits

You will be reimbursed for:

- 100% of the cost of eligible Basic Services;
- 75% of the cost of eligible Restorative Services;
- 50% of the cost of eligible Orthodontia Services

incurred by you or your dependents subject to the limitations and exclusions described below.

Benefits will be paid on the basis of the lesser of the actual fee charged or the amount stated in the current fee schedule of the Dental Association.

Limitations and Exclusions

- 1) Benefits paid in respect of each insured person will be limited to the following maximum amounts:
 - *a) \$800.00 per calendar year for Basic Services (effective January 1, 1997); and
\$900.00 per calendar year for Basic Services (effective January 1, 1998).
 - *b) \$4,500.00 effective January 1, 1994, combined lifetime maximum for Restorative Services and Orthodontia.
 - *c) Effective January 1, 1995 there will be an annual re-instatement of **up** to \$600.00 at the beginning of each calendar year, if required, to restore such lifetime maximum to a level of \$4,500.00.
- 2) When the cost of a series of dental treatments is expected to exceed \$650.00, such treatments must be authorized in advance by the Insurance Company to be covered under the Plan.
- 3) Expenses incurred for the replacement of dentures are

covered only after you have been insured for one (1) year. Subsequent replacement of dentures is permitted under the Plan at three (3) year intervals.

No benefits will be paid for the replacement of dentures which have been lost or misplaced.

NOTE: *Dental Expenses incurred prior to May 1st, 1980 will be subject to the terms of the Plan in effect at the time such expenses were incurred.

- 4) Dental Services which may become eligible for *payment in the future, under any Workers' Compensation or other government plan, as well as any service for which the employee or dependent would not otherwise have to pay, are not covered under the Plan.

An "Attending Dentist's Statement" form must be completed by the Dentist and the employee for all claims.

PENSIONERS

The following benefits will apply to employees who retire after April 1, 1988 and will continue during the lifetime of the pensioner only:

1. Employees who retire normally at age sixtyfive (65), with ten (10) or more years of service; employees who retire under the Partial Disability Clause of the Pension Plan; employees who on and after January 1st, 1973 retire at age sixty (60) or over with thirty (30) or more years of service; employees who retire after March 1, 1991 on the 85 Point Retirement:

Life Insurance:

\$4,000.00 (for those employees who retire after January 1, 1988)

**Ontario Health Insurance Plan
for Pensioner and eligible dependents:**

Basic Hospital coverage provides Standard Ward care and defined extras as stipulated under the regulations of the Ontario Health Insurance Plan.

Surgical, medical, anesthetists, diagnostic, chiropractor, osteopath benefits as provided under the Ontario Health Insurance Plan.

**Semiprivate Hospital Benefits
for Pensioners and eligible dependents:**

You and your eligible dependents are entitled to 100% of charges made for Semiprivate accommodation while an in-patient in a hospital which has received payment for the Standard Ward care from the Ontario Health Insurance Plan.

Major Medical Expense Benefits for Pensioners and eligible dependents:

If, on the date coverage would normally cease a dependent is confined to hospital, reimbursement will be made for expenses incurred due to such hospital confinement until the date hospital confinement is no longer necessary.

- 1) The Plan pays on behalf of yourself and each eligible dependent, in each calendar year, 80% of all eligible expenses, after first deducting an amount of \$10.00. This means that, in each calendar year, you will pay the first \$10.00 of any expenses incurred on behalf of yourself and \$10.00 for expenses incurred on behalf of your dependents the Plan will then pay 80% of the remaining eligible expenses up to a lifetime maximum of \$9,000.00 per person.

As of the second January 2nd following the effective date of this insurance, and on each January 2nd thereafter, \$1800.00 of the original Major Medical maximum is reinstated automatically.

- 2) Employees who retire early at their own request, and where their pension is subject to actuarial reduction:

All benefits of the Benefits Plan will be cancelled effective with the date of such early retirement.

- 3) Employees who retire on 85 Point Retirement.

DEFERRED RETIREMENT

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

1. The Pension to which the employee has become entitled at his/her normal retirement date (the "Pension") shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.
2. The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventyfirst (71) birthday whichever shall first occur (the "Pension Date").
3. The employee's Pension will include any escalation benefits which occur from his/her normal retirement date to his/her Pension Date.
4. No contribution to the Pension Plan will be made after the employee has reached his/her normal retirement date and no service shall be credited after the aforementioned date.
5. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.

6. An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since his/her normal retirement date.
7. For purposes of calculation any minimum pension supplement, the Canada Pension Plan and old age security Benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.
8. An employee who continues in the employ of the Company after his/her normal retirement date as defined in the Pension Plan, **shall** be entitled to only the insured welfare benefits provided to employees on retirement as at his/her normal retirement date.

AGREEMENT

between

BREWERS RETAIL INC.,
hereinafter referred to as the "Employer"

and

UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION through the **UNITED**
BREWERS' WAREHOUSING WORKERS' PROVIN-
CIAL BOARD and its affiliated Local Unions, hereinaf-
ter referred to as the "Union"

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OFFICE CLERKS' AGREEMENT

between

BREWERS RETAIL INC., hereinafter referred to as the
"Employer"

and

**UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION** through the **UNITED
BREWERS' WAREHOUSING WORKERS' PROVINCIAL BOARD** and its affiliated Local Unions, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to establish and maintain satisfactory working conditions, hours and wages, to provide an amicable method of settling differences or grievances which might arise, and to maintain harmonious relations between the Employer and all employees covered by this Agreement. It is agreed that such relations will assist the Employer in the most efficient operation of its business. However, this Preamble shall not conflict with contractual arrangements as set out in the body of this Agreement.

SECTION 1: UNION RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for all clerical employees at its operations offices at Hamilton, Ottawa and Belleville and the Telephone Order Office Clerks at Toronto, save and except Office Manager, Foreman and Manager and persons above the rank of Foreman or Manager, the Secretary to the Operations Manager at Ottawa and Hamilton.

- B. The Employer hereby consents and agrees to recognize a negotiating committee of employees selected by the Union which may be assisted by representatives of the Union's choice and to deal with the said Committee for the purpose of negotiating a new or amended Collective Agreement at the proper time or to deal with any matter properly the subject of negotiations which the parties may mutually agree to discuss during the term of the Agreement.

SECTION 2: UNION SECURITY

- A. All present "regular" employees employed in the bargaining unit as described above, shall, as a condition of employment, become and remain members of the Union.
- B. "Probationary" employees employed in the bargaining unit as described above, shall, as a condition of employment, obtain and maintain permit cards during their probationary period. However, upon completion of their probation, they shall apply for, and maintain, membership in the Union.
- C. The Union agrees that any employee engaged by the Employer to work in the bargaining unit who is satisfactory to the Employer will be allowed to make application for membership in the Union on payment of the regular initiation fees and monthly dues, and will not be denied membership without just cause.
- D. Whenever an employee is suspended or expelled by the Union, the Union will give the Employer, in writing, the reason for such action.
- E. The Employer will accept dues' deduction forms on a voluntary revocable basis for regular and probationary employees for dues. The Employer will accept on 30 days' notice from recognized Local Union Officers,

changes in the weekly dues for members who have submitted dues' deduction forms. Such changes to not be more frequent than three (3) per year. The Union agrees to supply the Employer with a current list of recognized Union Officers.

- F. The Employer agrees to deduct dues for temporary employees on the basis as set out by the individual local union. Changes in the weekly dues not to be more frequent than 3 per year.
- G. All funds shall be remitted to the Union Secretary not later than the twentieth (20th) day of the following month for weekly and hourly deductions; together with a list, in duplicate, of the employees covered.

SECTION 3: HIRING PRACTICES

There will be three (3) classes of employees:

- a) "Regular" employees those employees who have successfully completed the prescribed probationary period as set out in this Agreement.
- b) "Probationary" employees those who are undergoing a prescribed probationary period of four (4) months' continuous satisfactory service with the Employer prior to becoming "Regular" employees.
- c) All other employees will be classed as "temporary". It is recognized by the Union and the Employer that it is to the advantage of both parties to maintain as stable a regular staff as conditions will permit. It is agreed that employment of temporary employees will not cause the layoff or displacement of its regular fulltime employees.

**SECTION 4: HOURS OF WORK AND WORKING
CONDITIONS**

- A. All employees whose basic work week is thirtyfive (35) hours shall be paid overtime for hours worked on an hourly rate (of straight time) for the first five (5) hours beyond thirtyfive (35) and time and onehalf thereafter.
- All employees whose basic work week is forty (40) hours shall be paid at the rate of time and onehalf for hours worked in excess of forty (40).
- Work in excess of 11 hours straight in any one day to be paid at the rate of double time.
- The basic work week shall be over a period of not more than five (5) days.
- B. During a week in which a paid holiday occurs, the basic hours of work shall be reduced by one-fifth (1/5th) of the basic week for each paid holiday observed.
- C. An employee will not be paid at the rate of double time or time and onehalf and at the rate of time and onehalf for the same hour worked.
- D. Overtime is to be calculated on the following basis:
- 15 minutes and over equals 1/2 hour;
- 45 minutes and over equals 1 hour.
- E. Employees will be paid overtime at the rate of double time for work performed on Sunday, for a minimum of three (3) hours.
- F. It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work. However, both parties agree that overtime as such is undesirable, and every effort will be made to keep it to a minimum in relation to the above circumstances.

- G. It may be necessary for an employee to work on what would have been his/her day off. However, he/she may be excused provided that satisfactory arrangements can be made.
- H. It is agreed that in the case of an employee, or employees scheduled to exceed a basic work day, they must then complete their work schedule. However, they may be excused on presentation of satisfactory personal reasons at the time of being requested to work overtime, or may be released from such work assignments if a satisfactory replacement is immediately available.
- I. The previous practice of Supervisors performing duties of the Office Clerks during emergencies, relief periods, training, and to assist during peaks, will be continued.

SECTION 5: SENIORITY

- A. There shall be separate seniority lists for each of Ottawa, Hamilton, Belleville and Toronto.
- B. **An** employee, upon completion of a probationary period of four (4) months' continuous service shall have his/her name placed on the appropriate seniority list as of the date four (4) months prior to the date of completion of such probation.
- C. Within each seniority group in the matter of promotions, demotions, layoffs and recalls after layoffs, seniority shall govern provided the senior employee has the ability and qualifications to perform the work.
- D. An employee shall lose his/her seniority for any of these reasons:
 - a) If an employee is discharged for just cause.
 - b) If an employee voluntarily leaves the employ of the Employer.

- c) If an employee fails to notify the Employer accepting return to work within seventytwo (72) hours of recall notification by registered mail at the last address on file with the Employer, and failure to report to work within seven (7) days of acceptance of recall.

- E. An employee who ~~is~~ transferred from positions not subject to the provisions of this Agreement, shall, if transferred to the bargaining unit, have his/her name placed on the seniority list and shall outrank any new addition to the list made under the provisions of Section 3 and at the end of twelve (12) months, will be given seniority equivalent to his/her total service with the Employer, to be effective when a vacancy exists.

However, in the case of an employee who has been in the bargaining unit and has been in a position outside the bargaining unit for one hundred and thirtytwo (132) days or less, he/she will be given seniority equivalent to his/her total service with the Employer at the time of his/her transfer back into the bargaining unit.

- F. The Guaranteed Wage Plan, which is a supplement to this Agreement, is intended to provide assistance for those eligible employees who have one (1) or more years of seniority who are laid off as a result of the application of the above clause, and **is** not to be construed as authorization to alter existing **layoff** and recall provisions.

- G. 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.

- H. In the event of a layoff of regular employees, the Local Union will be given reasonable notice that will enable them to make suggestions which could eliminate or reduce the extent of the layoff. Following such notice, the Employer shall advise those employees who may be affected. If the Local Union so desires, the Provincial Board may discuss the layoff with the Employee Relations Department.

An employee who is laid off shall be carried on the seniority list for a period equal to his/her seniority accumulated at the time of layoff up to a maximum of two (2) years, calculated from his/her last day at work.

An employee will not be laid off without at least one week's notice.

SECTION 6: GRIEVANCE PROCEDURE AND ARBITRATION

- A. The Employer guarantees to every employee covered by this Agreement that their status will not be prejudiced in any manner due to the fact that they have taken the action of carrying grievances to higher Management levels when there has been failure to settle their complaints or grievances satisfactorily through their immediate Supervisors.
- B. When an employee has a question or problem concerning working conditions, it shall be discussed verbally between the employee's immediate Supervisor, the employee and a Union Representative.

Should the matter not be resolved in the initial step, the grievance shall be reduced to writing, outlining the nature of the complaint.

The Employer will answer the grievance in writing, and if requested, set a mutually agreeable time for the next step.

- C. The Second Step shall be between the Operations Manager or his/her representative; the employee's immediate Supervisor or his/her representative; the Grievor and two (2) Union Representatives.
- D. Should the matter not be resolved within fifteen (15) days of the written grievance being submitted or such longer time as may mutually be agreeable, the matter may be submitted to arbitration as provided by this Agreement.
- E. Should the matter at issue involve the misinterpretation or alleged violation of the Agreement, either party shall have the right to submit the matter to an Arbitrator. In the event the parties fail to agree upon an Arbitrator, the Minister of Labour for the Province of Ontario shall be requested to name a person to act as Arbitrator.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement. The Arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

The parties will jointly bear the expense of the Arbitrator.

SECTION 7: PAID HOLIDAYS

- A. The Company will observe the following holidays, namely:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

and, for employees at particular locations, Civic Holiday, when it is locally observed, and any other days on which the Liquor Control Board directs the Company to close its operations at a particular depot.

Should the Company be allowed to remain open on Easter Monday, another day off will be scheduled on an individual basis to suit the operation (not necessarily in the same week).

- B. **A** "regular" or "probationary" employee who completes at least one (1) scheduled day's work or a total of twelve (12) hours in a week in which a holiday is observed, shall, if he/she does not work on that holiday, be credited with the number **of** hours at straight time which he/she would have normally worked on the holiday.
- C. If it **is** necessary for any regular or probationary employee to work on any such day, he/she shall receive premium pay at the rate of double time for that day. Temporary employees shall receive double time for actual hours worked. They will be scheduled to a minimum of two (2) hours.
- D. **A** "Regular" or "Probationary" employee who completes at least one (1) scheduled eight (8) hour shift or works a total of twelve (**12**) hours in the first full week of November each year, including those on scheduled vacation that week, will receive one (1) day off with

pay to be scheduled in the period November 1st to December 15th or January 1st to May 31st inclusive.

A "Regular" or "Probationary" employee who completes at least one (1) scheduled eight (8) hour shift or works a total of twelve (12) hours in the week that January 2nd falls, including those on scheduled vacation that week, will receive one (1) day off with pay to be scheduled from January 1st to May 31st inclusive.

SECTION 8: VACATION PLAN

A. 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 achieve that status prior to October 1st of the previous year two (2) weeks. Regular employees who achieve that status after October 1st of the previous year will be paid four percent (4%) of earnings to May 1st.
- b) Regular employees who have three (3) or more years of seniority as of May 1st three (3) weeks.
- c) Regular employees who have eight (8) or more years of seniority as of May 1st four (4) weeks.
- d) Regular employees who have fifteen (15) or more years of seniority as of May 1st five (5) weeks.
- e) Regular employees who have twenty (20) or more years of service as of May 1st six (6) weeks.
- f) Regular employees who have twentyfive (25) or more years of service as of May 1st seven (7) weeks.
- g) 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 occurring within the **eleven (11)** months **after** May 1st.

- h) No vacation leave will be established for those employees who are absent because of illness for more than twelve (12) months on May 1st.

B. Vacation Time

Summer vacations shall be limited to two (2) consecutive weeks which shall be scheduled from the first Monday in June to September 30th. Additional vacation leave shall be scheduled during the balance of the year.

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

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

If a paid holiday occurs during an employee's vacation leave, an alternative day off may be requested by the employee. Such a request will not unreasonably be denied, however, approval will be subject to the needs of the operation. The day must be taken within six months of it having been earned. (The employee will have three months during which **to** request and arrange a day off after which the company will schedule the day off at its discretion. Should the day off not be taken within the six month period it will be paid out to the employee at the employee's classified hourly rate).

C. Vacation Pay

For each week of vacation leave an employee shall receive one (1) week's pay at his/her current wage rate,

except that with respect to the first two (2) weeks of vacation taken after May 1st in any year, payment shall be at the rate of four percent (4%) of earnings during the twelve (12) month period preceding May 1st if the employee has lost fifty (50) days or more in the said twelve (12) month period because of layoff or other absence not due to illness or accident.

Provided further that in the case of those employees who have less than twelve (12) but more than seven (7) months' service as regular employees on May 1st in any year the fifty (50) working days shall be prorated to their actual length of service as follows:

7 months 29 days

8 months 33 days

9 months 37 days

10 months 42 days

11 months 46 days

An employee who is to be paid on a percentage basis for his/her first two (2) weeks of vacation may elect to remain at work and receive the four percent (4%) payment without taking any time off.

For those regular employees who receive their initial two (2) weeks' vacation under this plan, the payment, therefore, in the amount of one (1) week's pay at their current wage rates, shall include any percentage payments earned by them during the twelve (12) month period prior to May 1st.

D. Vacation Bonus

In addition to the normal vacation pay provided by Section (C), 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.

This bonus will be available for payment **in** a lump sum at any time during the vacation leave period as agreed between the Union and local Management.

In locations where a shortage of work is predicted, employees may be scheduled to take time off rather than the payment of cash vacation bonus by mutual agreement with the Local Union.

On May 1st, a vacation bonus will be established for those who have three (3) or more years **of** seniority on that date. The amount of vacation bonus **is** to be twenty percent (20%) of the normal vacation pay, with a minimum of **one** (1) week's pay **for** those regular employees who had twenty (20) years or more of seniority.

During the term of this agreement, the vacation bonus is to be taken as paid time off scheduled by the employee with prior notice according to the needs of the operation.

E. Vacation Payment on Termination

All terminations shall be handled on the following basis:

- a) Employees who had received their vacations earned as of May 1st prior to termination shall receive a pro rata payment of 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) Temporary employees shall be entitled only to vacation pay in accordance with provisions of the Employment Standards Act.
- d) An employee, on termination, shall receive any bonus to which he/she is entitled.

SECTION 9: PERSONAL LEAVE

- A. Personal leave is intended to provide protection for employees from loss of pay due to illness or any other reason required to satisfy other personal reasons. Personal leave time off, except in illness/emergency situations, must be scheduled with prior notice according to the needs of the Operation. Current local reporting procedures remain in place.
- B. Personal leave *is* to be granted to “regular” employees on the following basis:
 - 1) Hours equivalent to 6/5ths of the basic work week shall be credited to the personal leave bank each year for each “regular” employee who worked prior to January 15th of that year.
 - 2) “Regular” employees shall be granted four (4) hours’ personal leave or equivalent to a half working day, whichever is less, for each calendar month of employment for the year in which they were hired, retroactive to the commencement of their probationary period.
 - 3) “Regular” employees on layoff, who had not received their personal leave credit for that year and are recalled to work three (3) days or more in each week that month, shall receive a half day’s personal leave for that month and for each month remaining in the calendar year.

- 4) "Regular" employees on layoff who are employed on a casual or parttime basis shall not qualify for personal leave credits.
 - 5) "Regular" employees who have been absent due to illness for less than twelve (12) consecutive months shall be credited with hours equivalent to 6/5ths of the basic work week for personal leave on January 15th.
- C. Any unused personal leave credits as of December 31st will be carried over to January 1st of the following year. These credits must be exhausted by April 30th of that year. Any credits not exhausted as of April 30th, will be scheduled by the Company as soon as possible thereafter.

SECTION 10: BULLETIN BOARDS

Bulletin Boards will be provided in the office for the convenience of the Union in posting notices of Union activities. All such notices must be signed by a proper Officer of the Union, and, other than routine meeting or business notices, must be approved by the Employer before posting. Notices by the Employer are to be signed by the Manager or his/her representative.

SECTION 11: EMPLOYEREMPLOYEE RELATIONSHIP

Employees shall conduct themselves in an orderly and respectful manner when addressing the Employer or its representatives, and in return the employee or his/her representative shall receive fair and courteous treatment from the Employer or its representatives.

SECTION 12: LEAVE OF ABSENCE

- A. The Employer may grant leave of absence without pay to any employee for legitimate reasons, such permission and request to be in writing. When such permission is granted, there shall be no loss of seniority for the time absent.
- B. Were leave is requested by an employee who has become an Official of the International Union or of the Provincial Board, the case will be dealt with in accordance with the amended precedent established in the letter dated September 28, 1960, from the Company to the Executive Secretary.

SECTION 13: JURY DUTY

- A. Regular employees will be compensated for days actually spent on jury duty, or as a witness to give evidence in a case arising out of the sale of brewery products, or as Crown-subpoenaed witnesses (up to a level equivalent to eight (8) hours of straight time pay at the employee's regular wage rate for time lost due to such subpoenas). This will include attendance as a witness on an employee's day off or during an employee's vacation.
- B. An employee will receive the difference between his/her jury fees and his/her regular earnings (excluding overtime and shift differentials) which he/she would have received for regularly scheduled work days on which he/she would actually have worked if he/she had not been serving jury duty, or as a witness as contemplated in (A).
- C. No payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason.

- D. The claim must be verified to the Employer's satisfaction.

SECTION 14: BEREAVEMENT ALLOWANCE

Regular and probationary employees will be granted bereavement allowance under the following conditions:

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

Providing prior permission is received in the event an employee attends the funeral of a brother-in-law, sister-in-law, grandparent or grandchild, on a regular scheduled work day, one (1) day off with pay shall be granted.

SECTION 15: REST PERIODS

Employees will be granted two (2) rest periods of fifteen (15) minutes in each working day which rest periods will be mutually agreed upon.

SECTION 16: PENSION AND BENEFITS

- A. The Employer shall provide an insurance and hospitalization plan, as agreed upon, for its employees and particulars of the benefit will be issued in a separate book-

let. The Pension Agreement will also be issued separately.

- B. An employee shall not receive wages or other allowances such as holiday pay, vacation pay, weekly indemnity, L.T.D., Worker's Compensation, or other similar benefits from more than one source for the same day or part day.
- C. When an employee is in receipt of Weekly Indemnity Benefits during a period in which he/she has scheduled vacation, upon receiving notification of their ability to return to work these vacations will be rescheduled.

Should the employee's disability continue into Long Term Disability (27-78 weeks), upon receipt of notification of their ability to return to work outstanding vacation credits will be rescheduled.

Should an employee's disability continue into "hard" Long Term Disability (at 104 weeks), all outstanding vacation credits will be scheduled prior to the commencement of "hard" Long Term Disability benefits.

SECTION 17: PAY DAY

A regular weekly pay day shall be continued as established by the Employer (this pay day shall not be Saturday) and employees shall receive their pay before leaving the office. The Company may implement a system of mandatory Direct Deposit payroll for all employees.

SECTION 18: DISCRIMINATION

- A. There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion, by or on behalf of the Employer or any its representatives or by, or on behalf of the Union, its members or its agent

with respect to any employee, because of membership or non-membership in the Union.

- B. There shall be no discrimination, intimidation, interference, restraint, coercion, influence, or attempted influence, **by** or on behalf of the Union, its members, or its agents, with respect to the handling, distribution or sale of any product of any Brewer offered for sale through any outlet operated by the Employer.
- C. Both the Employer and the Union endorse the principles outlined under the "Ontario Human Rights Code" wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union as outlined in the Human Rights Code, 1981.

SECTION 19: MANAGEMENT FUNCTIONS

- A. The right to hire, promote, demote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole function and responsibility of the Employer, subject to the terms and conditions of this Agreement. **All** matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility.
- B. **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.
- C. When an employee is disciplined or discharged the Local Union shall be given, in writing, the reasons for such action, with such particulars as will enable the Union to determine whether or not a grievance should be processed.

Whenever an issue arising out of discipline **or** discharge is to be arbitrated, and when the Chairman of the Arbitration Board has been appointed or agreed upon, the parties will exchange letters giving full particulars of -

- a) the Company's reasons for imposing the discipline or discharge, and
- b) the Union's reasons for protesting the discipline imposed.

It is intended that this exchange of correspondence will determine the issues to be settled by the Arbitration Board.

SECTION 20: STRIKES AND LOCKOUTS

There shall be no lockout by the Employer nor any unlawful strike, sitdown, slowdown, nor curtailment in operations by the Union for any reason whatsoever, during the term of this Agreement.

SECTION 21: SEPARATION PAY

21.01 A regular employee shall be entitled to separation pay as set out in subsection .03 provided he has not been excluded by subsection .02 and provided he meets any of the following eligibility provisions:

- (a) if he is terminated for a reason other than set out in subsection .02;
- (b) if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) **of** normal full time hours provided he is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;

- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a **period of six months he may request immediate termination** and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- (d) if he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section .02 of the Letter of Understanding on Technological Change;

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.

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

- (a) he quits;
- (b) he is terminated for just cause;
- (c) he is terminated under Section 5 of this Collective Agreement;
- (d) he has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or

- (ii) the direction or decree purports to change the method of beer retailing within the Province;
- (e) he has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- (f) he is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of his layoff;
- (g) he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Worker's Compensation Act;
- (h) he is entitled to receive any pension under the Company or Government Pension Plan.

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

- (a) **one week's base earnings** (computed on the basis of his hourly rate in effect **as** of time of layoff) multiplied by the number of his completed years of seniority (**as** used for vacation entitlement) **as of** the last day he actively worked in the Bargaining Unit, **plus**
- (b) for employees classified as probationary or regular employees prior to March 21, 1988, an additional **Three Hundred and Seventy-five Dollars (\$375.00)** multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applies for separation pay at the time he first becomes eligible therefor shall have his separation pay under this part (b) calculated as **Seven Hundred and Fifty Dollars (\$750.00)** multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. **If** there is a permanent closure of a brewery (or complete retail and/or distribution

operations of Brewers Retail) the 15 year maximum is replaced with a 22 year maximum.

21.04 The Company shall be authorized to deduct from any separation pay payable to an employee hereunder the amount of any Guaranteed Wage Plan payment made to such employee which the employee was not entitled to receive.

21.05 If an employee applies for and accepts a separation payment hereunder, his employment is terminated and his seniority and other rights under the Collective Bargaining Agreement are cancelled.

SECTION 22: TERMS AND CONDITIONS

- A. The Employer and employees covered by this Agreement agree to abide by the terms of the Liquor Control Act and Regulations and other relevant statutes.
- B. All terms and conditions of this Agreement shall be subject to change without notice if, as and when required by reason of any legislation or order of the Federal and/or Provincial Governments.
- C. This Agreement shall remain in force and effect from the effective date, up to and including December 31, 1998, and shall automatically continue from year to year thereafter until either party serves written notice on the other party by registered mail thirty (30) days and not more than sixty (**60**) days prior to any annual expiration date that changes are desired such changes to be listed in the said notice. When such notice has been given by either of the parties bound by this Agreement, the party notified shall commence to negotiate within fifteen (15) clear days from notification. However, all conditions of this Agreement are to remain in force until negotiations are completed and/or Conciliation proceedings exhausted.

MEAL ALLOWANCE

Employees who are required to work as much as three (3) hours' overtime **continuous** with their regular shift shall be granted a meal allowance of \$3.00 (three dollars).


SIGNED this 5th day of June, at Toronto, Ontario.

1

BREWERS RETAIL INC.



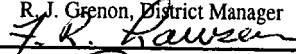
G. F. Brown, Vice President



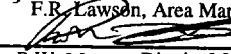
W. F. Melville, Manager, Employee Relations



R. J. Grenon, District Manager



F. R. Lawson, Area Manager

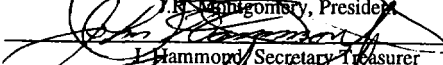


P. W. Murray, District Manager

UNITED FOOD and COMMERCIAL WORKERS
INTERNATIONAL UNION through the UNITED
BREWERS' WAREHOUSING WORKERS'
PROVINCIAL BOARD and its affiliated Local Unions,
hereinafter referred to as the 'Union'.



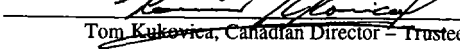
J. B. Montgomery, President



J. Hammond, Secretary-Treasurer



T. Kealey, Recording Secretary



Tom Kukavica, Canadian Director - Trustee

APPENDIX "A"

LUMP SUM PAYMENTS FOR 1997

For calendar year, 1997, all regular employees employed on the Monday following ratification of this agreement (including those employees who retired between January 1, 1997 and the date of ratification) will receive 40¢ per hour for all hours worked. Lump sum payments for all eligible employees are to be paid out as follows:

Lump sum payments for the period January 1, 1997 through July 6, 1997 to be paid out within 30 days following ratification.

Lump sum payments for the period July 7, 1997 to November 30, 1997 to be paid out on or before December 19, 1997.

Lump sum payments for the period December 1, 1997 to December 31, 1997 to be paid out in the third week in January, 1998.

The following scale of hourly wage rates shall become effective as and from January 1, 1997.

| | Start | 4 Months | 10 Months | 16 Months |
|---------------------|----------------|----------------|--------------|--------------|
| | \$ | \$ | \$ | \$ |
| Level 7 (Clerk "A") | 20.60 | 21.33 | 22.06 | 22.79 |
| Level 6 (Clerk "B") | 20.42 | 21.15 | 21.87 | 22.59 |
| Level 5 | 19.08 | 19.76 | 20.43 | 21.10 |
| Level 3 (Clerk "C") | 17.23 | 17.83 | 18.44 | 19.05 |
| Level 2 (Clerk "D") | 16.24 | 16.80 | 17.37 | 17.94 |
| Temporary | 1/1/97 9.39 | 7/7/97 9.54 | | |

The following scale of hourly wage rates shall become effective as and from January 1, 1998.

| | Start | 4 | 10 | 16 |
|---------------------|--------|--------|--------|--------|
| | Months | Months | Months | Months |
| | \$ | \$ | \$ | \$ |
| Level 7 (Clerk "A") | 20.85 | 21.58 | 22.31 | 23.04 |
| Level 6 (Clerk "B") | 20.67 | 21.40 | 22.12 | 22.84 |
| Level 5 | 19.33 | 20.01 | 20.68 | 21.35 |
| Level 3 (Clerk "C") | 17.48 | 18.08 | 18.69 | 19.30 |
| Level 2 (Clerk "D") | 16.49 | 17.05 | 17.62 | 18.19 |
| Temporary | 9.69 | | | |

The following scale of hourly wage rates shall become effective as and from July 6, 1998.

| | Start | 4 | 10 | 16 |
|---------------------|--------|--------|--------|--------|
| | Months | Months | Months | Months |
| | \$ | \$ | \$ | \$ |
| Level 7 (Clerk "A") | 21.15 | 21.88 | 22.61 | 23.34 |
| Level 6 (Clerk "B") | 20.97 | 21.70 | 22.42 | 23.14 |
| Level 5 | 19.63 | 20.31 | 20.98 | 21.65 |
| Level 3 (Clerk "C") | 17.78 | 18.38 | 18.99 | 19.60 |
| Level 2 (Clerk "D") | 16.79 | 17.35 | 17.92 | 18.49 |
| Temporary | 9.89 | | | |

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, 1998 to December 31, 1998, the first pay period

following publication of the December, 1998 Consumer Price Index, on the basis of 1 cent per hour for each full .3 change in the Consumer Price Index, in the period from January 1, 1998 to December 31, 1998, calculated by subtracting the Consumer Price Index for the month of December, 1997, after adding thereto 7% of the December, 1997 Consumer Price Index, from the Consumer Price Index for the month of December, 1998.

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(90.5)277-7524
Fax (90.5)277-7533

July 9, 1997

LETTER OF UNDERSTANDING

Mr. John Montgomery
President, UBWW Provincial Board
UFCW
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

Dear Mr. Montgomery:

Re: Section 17.03

Where a dispute arises with regard to formal rest periods in stores where there is only one employee on duty, the issue will be the subject matter of a local labour-management meeting.

Should the matter not be resolved to the satisfaction of either party, representatives of the UBWW Provincial Board and the Employee Relations Department may be requested to assist.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
September 1, 1994

Mr. E. G. Reed
President
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Reed:

(Renewed July 31, 1997)

Re: Benefit Plan

It is understood and agreed that with respect to the terms and conditions of the Benefit Plan, a copy of which has been provided to the Union, the Union may process a grievance and arbitrate any issue in dispute. The Arbitrator's powers shall be limited to the application and interpretation of the Benefit Plan. The Arbitrator shall have no power or authority to rescind, alter, amend or modify any provisions or benefits outlined in the Benefit Plan. The arbitrator is empowered to uphold or deny any grievance filed in respect to the denial of any claim for benefits under the benefit plan. The Company agrees that there will be no diminishment of benefits provided by Confederation Life when a new carrier is

selected. The benefits will be increased as negotiated in the memorandum of agreement dated September 1st, 1994.

It is understood that this letter shall form part of the Collective Agreement.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
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L5B 4A6
(905) 277-7524
Fax (905) 277-7533
September 1, 1994

Mr. E. G. Reed
President
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Reed:

(Renewed July 31, 1997)

Re: Transfer of Employees

In order to balance staffing, it is understood that the Company may offer transfers to employees from overstaffed areas to understaffed areas on the following basis.

1. The same Union Local
2. The same Operation
3. Neighbouring Operations
4. Provincially

It is understood that this letter shall form part of the Collective Agreement.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
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Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533

September 1, 1994

Mr. E. G. Reed
President
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Reed:

(Renewed July 31,1997)

Re: Pension Advisory Committee

The Company acknowledges the right of the Union to appoint a Pension Advisory Committee with membership, roles and responsibilities as defined under the pension legislation.

It is understood that this letter shall form part of the Collective Agreement.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
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L5B 4A6
(905) 277-7524
Fax (905) 277-7533
September 1, 1994

Mr. E. G. Reed
President
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Reed:

(Renewed July 31,1997)

Re: Appendix 'D'

For the term of this agreement the terms of the Appendix 'D' shall be inoperable (except where an employee has been involuntarily terminated) and there will be no contractual obligation to replace voluntary termination (death, retirements, etc.), until the minimum number of 1200 regular employees including those on sick leave, leave of absence, Long Term Disability etc., is reached. The Company agrees to maintain a minimum of 1200 regular employees.

Appendix 'D' shall be invoked where there has been an involuntary termination.

It is understood that this letter shall form part of the Collective Agreement.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
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1 City Centre Drive
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L5B 4A6
(905)277-7524
Fax (905)277-7533

September 1, 1994

Mr. E. G. Reed
President
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Reed:

(Renewed July 31,1997)

Re: Job Security

While the Company believes that job security is achieved through providing the maximum customer service more efficiently than anyone else, the Company does recognize the Union's concerns and undertakes the following for the duration of this Collective Agreement in an effort to resolve those concerns:

1. The unloading/reloading of brewery trucks and BRI trucks at BRI locations will be completed by BRI employees. However, where there is a safety concern and/or possible delay in turn-around, the driver may be requested by a BRI employee to provide assistance.

2. If a change in method/practice will effect lay-off and/or job loss, the Company will discuss the change with the Union 90 days prior to implementation to allow the Union time and opportunity to offer possible alternatives that would achieve similar benefits as the proposed change.

It is understood that this letter shall form part of the Collective Agreement.

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905)277-7524
Fax (905) 277-7533
September 1, 1994

Mr. E. G. Reed
President
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Reed:

(Renewed July 31,1997)

Re: Members' Assistance Programme

Effective the Monday following ratification, the Company agrees to pay \$.10 per hour for all hours worked, including paid holidays and vacation to the Brewers Retail Inc. Provincial Board Members' Assistance Programme Fund. Contributions, along with a list of employees for whom they have been made, the amount of the contributions for each employee, broken down by period, shall be forwarded by the employer within 15 days after the closing of the employer's accounting period.

Contributions provided for above shall be for the purpose for providing assistance to members of the bargaining unit

as shall be determined from time to time by the Officers of the Brewers Retail Inc. Provincial Board.

It is understood that this letter shall form part of the Collective Agreement.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
July 17, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Appendix "C" of the Collective Agreement

The parties agree to investigate the feasibility of instituting a "menu" approach to the 1999 uniform issue. This will include assigning a point value for each item based on \$1.00 per uniform cost to equal one point.

It is agreed that the purpose of this initiative is to provide employees with the opportunity of selecting optional uniform items from an established and corporately approved list, without adding to the overall cost of the uniform issue.

Optional items may include, but are not limited to: Rainwear, shorts, nylon jackets, golf shirts, tee shirts, sweat shirts and winter vests.

Optional items may not necessarily be available to all em-

ployees. It is further agreed that there is to be no accumulation of points from one uniform issue period to a subsequent **period**.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
July 9, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Consolidation of Agreements

During the term of this agreement, the Company and the Union agree to investigate the feasibility of integrating the Office Clerical Agreement and Warehouse Clerical Agreement into the Main Agreement. It is understood the purpose of this effort is to consolidate the aforementioned agreements and not to alter any of the existing terms and conditions.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
July 9, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Weekly Indemnity

Should a dispute arise over the adjudication of a claim due to a doctor's visit, a representative from the Company shall meet with a representative of the Provincial Board to attempt to resolve the issue based on the following criteria:

An employee must visit a physician and benefits will not start prior to this visit. In exceptional circumstances where the employee has not been able to immediately visit a physician, the date of the employee's phone call to the physician may constitute a visit for the purposes of establishing the date of disability, only when certified by the physician

with an explanation of why the employee could not attend the physician's office.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277- 7524
Fax (905) 277-7533
July 9, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Health and Safety

The Company and the union agree to reinstate the Provincial Joint Health and Safety Committee.

Effective January 1, 1998, for stores / depots not covered by existing Joint Health and Safety Committees, a local Union Representative and a Company Representative will visit these stores / depots at random and complete the Monthly Workplace Inspection Report (S31). Such stores / depots may be visited once per year. Local management will follow-up on joint recommendations, and a copy of the Workplace Inspection Report (S31) will be posted in the location. Unresolved issues may be submitted to the Provincial Joint Health and Safety Committee.

The Company will grant the aforementioned local Union Representative a leave of absence without pay *to* complete the inspections. Operational needs must be taken into consideration when scheduling these inspections. The Company is not responsible for the expenses of the local Union Representatives and these Representatives are not to be characterized as Representatives as defined in Section 8 and 9 of the Occupational Health and Safety Act.

There are no changes to existing local Joint Health and Safety Committees.

Foster Brown
Vice-president, Human Resources

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Corporate Office
1 City Centre Drive
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Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
July 31, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Administration and Training Fund

Effective the Monday following ratification, the Company agrees to pay \$0.05 per hour for all hours worked, including paid holidays and vacation to the UBWW Provincial Board Administration and Training Fund.

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
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July 31, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Etobicoke, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Bulletin Boards

This will confirm that the Company will conduct a review of all its locations in order to ensure that adequate bulletin board space is available for the convenience of the union in posting notices of union activities.

Yours truly,

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
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Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
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July 31, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Rexdale, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Crown Subpoenaed Witnesses

Effective with the signing of this agreement, the Company agrees to compensate

Temporary Employees and PPT's for time actually spent as Crown subpoenaed witnesses or when acting on behalf of the Company on BRI related issues. (such as robbery investigations etc.)

Sincerely,

Foster Brown
Vice-President, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
July 31, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Rexdale, Ontario
M9W 6K4

LETTER OF UNDERSTANDING

Dear Mr. Montgomery:

Re: Labour Management Meetings

The parties agree that representatives of the Provincial Board and ~~the~~ Employee

Relations Department will meet four times a year (quarterly) to discuss items of mutual interest as agreed.

Sincerely,

Foster Brown
Vice-president, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905)277-7524
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July 31, 1997

Mr. John Montgomery
President,
UFCW/UBWW Provincial Board
61 International Blvd.
Suite 305
Rexdale, Ontario
M9W 6K4

Dear Mr. Montgomery:

Re: WCB Form - 7

The Company agrees to provide a copy of the WCB Form -
7 and attachments *to* the employee upon request.

Sincerely,

F. Brown
Vice-President, Human Resources

Brewers Retail Inc.
Corporate Office
1 City Centre Drive
Suite 1700
Mississauga, Ontario
L5B 4A6
(905) 277-7524
Fax (905) 277-7533
July 16, 1997

Mr. John Montgomery
President, UBWW Provincial Board
UFCW
61 International Blvd.
Suite 305
Rexdale, Ontario
M9W 6K4

Dear Mr. Montgomery:

This will confirm the understanding reached by the parties at negotiations with respect to claims submitted by an employee to Manulife Financial for benefits. The medical information gathered by Manulife to establish or review the validity of the claim will not be disclosed to anyone other than BRI Benefits Department unless authorized by the employee or as may be required by legal process or statutory authority.

Sincerely,

W.F. Melville
Manager, Employee Relations