

# AGREEMENT

BETWEEN



**BREWERY, WINERY  
AND DISTILLERY  
WORKERS UNION**

Local 300

AND

**MOLSON  
BREWERIES**  
VANCOUVER, B.C

2002 - 2006

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THIS AGREEMENT entered into this 21st day of **April** in the year of our Lord two thousand and two.

BETWEEN:

MOLSON BREWERIES, a Company duly incorporated under the laws of the Province of British Columbia, having its office at 1550 Burrard Street, in the City of Vancouver, in the said Province (hereinafter called the "Company")

OF THE FIRST PART

AND:

BREWERY, WINERY AND DISTILLERY WORKERS UNION,  
LOCAL 300, (hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH:

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

## **ARTICLE 1 - DEFINITION**

**Section 1** Wherever herein the expression "employees, journeymen, help or men" is used, it shall mean the personnel in all departments of the Company other than managers, brewmaster, chief engineer, department supervisor in whom is vested the right to hire and discharge personnel, office personnel, and engineers.

**Section 2** For ease of expression, use of the masculine gender, and singular tense shall mean the same as the feminine gender and plural tense unless otherwise specifically stated.

## **ARTICLE 2 - BARGAINING AGENCY AND RECOGNITION**

**Section 1** Only members in good standing of Brewery Workers Union Local 300 shall be employed in all departments of the Company save those employees coming within the exceptions set forth in Article 1, Section 1, hereof.

**Section 2** Should the Union at any time be unable to furnish competent help when requested by the Company, the Company shall be permitted to hire other men temporarily on permit cards as long as such employment does not cause any layoff to the regular Union members. Returned service men are to be given preference.

All extra help must obtain a permit card from the union before going to work and must be immediately sent to the Company, it being understood that permit cards shall be promptly issued so as not to cause any delay in the filling of the Company's manpower requirements.

**Section 3** Except insofar as there is any conflict between the terms of this Agreement and the rules of the Company, the employees shall observe the said rules and comply with the lawful instructions and orders of those set in authority over them.

**Section 4** No employee shall be discriminated against or discharged for his activity as a Union member, or for serving on a committee or doing any other work in the interest of the Union. Members shall be granted the necessary time for such work without pay

provided notice is given the Company and the time required for such work is not unreasonable.

**Section 5**

(a) The Company shall honour a written assignment of wages to the Union.

(b) An assignment pursuant to sub-section (a) shall be substantially in the following form:

“Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and pay to the Union dues and uniformly applied assessments in the amounts following, provided any such uniformly applied assessments are payable by all members in the Bargaining Unit.

1. Dues of \$\_\_\_\_\_per\_\_\_\_\_

2. Assessments of \$\_\_\_\_\_per\_\_\_\_\_

(c) Having received assignments as above from employees, the Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of the current monthly Union dues and assessments in accordance with (b) above. A written list of the employees' names, the amounts and descriptions of the above deductions, and the monies as deducted shall be submitted by the Company to the Union financial secretary not later than the twelfth of the month following the month to which the deductions are applicable.

(d) The Union will notify the Company of the amount of the established dues and applicable assessments to be deducted and will further notify the Company thirty (30) days in advance of any change with respect to the amount of dues and assessments to be deducted.

(e) If an assignment is revoked, the Company shall give a copy of the revocation to the assignee.

(f) Notwithstanding any provisions contained in sub-sections (a), (b) and (c) hereof, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of an employee unless there are sufficient unpaid

wages of that employee in the Company's hands to pay to same.

- (g) The Company agrees to report Union dues on the employees' T4 slips.

### **ARTICLE 3 - SENIORITY**

**Section 1** (a) Seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date he was first employed, unless his seniority was broken, in which event such calculation shall be from the date that he returned to work following the last break in his seniority.

(1) Seniority service records for the purpose of permanent layoffs shall not be considered broken by reason of

1. Absence on leave when granted mutually by the Company and the Union.
2. Absence due to seasonal layoff, providing employee is available for work on date of being recalled in the order of his seniority.
3. Sickness or injury or transfer from one department to another.
4. Active service in the Armed Forces of the country.

(b) **Seniority Lists**

The Company shall post a seniority list of all regular employees and seasonal employees on the plant bulletin board within thirty (30) days from the date of this agreement being signed. Such list shall contain only the names and seniority of those employees working in the established bargaining unit. The union shall have thirty (30) days to review such list, if no concern is raised then such list shall be considered accurate.



**(c) Procedure Regarding Permanent Layoffs**

**Step 1**

Should it become necessary to reduce the regular working force, all permit card help must be discharged before any Union members shall be laid off.

**Step 2**

If further reduction of staff is necessary, then the Union members shall be laid off in the order of their seniority as defined in paragraphs (a) and (a)(1) of Article 3, Section 1, of this Agreement. The last member hired shall be the first member to be laid off and so on in that order.

No employee of the Company other than a member of the Union shall do the work of a journeyman while any Union member is laid off.

**(d) Seniority With Reference to Temporary Layoffs**

Plant seniority shall apply in the event it becomes necessary to lay off employees provided that the senior employee is willing and able to perform the work required of him. It is agreed that in the event of the temporary lay off of regular employees, a senior employee, who is eligible for GWP, may elect to be laid off, provided that a junior qualified employee who is eligible for GWP is retained instead of the senior employee. Senior employees electing the above option must do so for a minimum of one week and must use their vacation bonus prior to electing voluntary lay off on GWP. At the completion of this voluntary lay off period, the employees shall be reassigned in reverse order of seniority.

When staffs are augmented employees will be recalled in the order of their plant seniority provided that the senior employee is willing and able to perform the work required of him.

The aforementioned procedures will in no way preclude the temporary transferring of employees from one department to another for the purpose of such things as painting,

repairs, and may result in employees being bumped from their permanent posting in order to respect plant seniority.

The Company undertakes to ensure that sufficient training is provided through training postings to ensure that employees are not unreasonably laid off or recalled out of seniority order.

- (e) If a union member accepts employment with the Company in a classification outside of the bargaining unit he shall retain his seniority for a period not to exceed 90 days from the date he accepts said employment. This period may be extended by mutual agreement.

## **Section 2 Loss of Seniority**

An employee with less than ten (10) years seniority will automatically lose his seniority and cease to be an employee of the Company in case of layoff for a period of twelve (12) months. An employee with more than ten (10) years seniority will automatically lose his seniority and cease to be an employee of the Company in the case of layoff for a period of eighteen (18) months. It is agreed that if an employee is not recalled from layoff for an aggregate of more than thirty (30) days then the employee's period of layoff shall be considered not to have been interrupted.

## **Section 3** Pursuant to the provisions of Article 2 hereof, when new persons are employed they shall:

- (a) If a member of the Union, be deemed to be on a trial basis for the first forty-five (45) days worked from the day he started with the Company, such trial period will be for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during his trial period, the reasons for such dismissal shall be given in writing.
- (b) If not a member of the Union, but skilled in the job category for which the new employee is employed; be deemed to be on a trial basis for the first sixty (60) days worked

from the day he started with the Company. Such trial period will be for the purpose of determining the employee's suitability for employment, During such period he shall be paid the job rate specified herein for the work he is doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during his trial period, the reasons for such dismissal shall be given in writing.

- (c) If not a member of the Union and not skilled in the job category for which the employee is employed, be deemed to be on a trial basis for the first sixty (60) days worked from the day he started with the Company. Such trial period will be for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during his trial period, the reasons for such dismissal shall be given in writing. Such new employee shall be paid the permit card rate for the first sixty (60) days worked. He shall thereafter be paid the job rate in accordance with Article 5 of this Agreement.

#### **Section 4 Senior Preference for Advancement**

##### **Procedure:**

##### **Step 1**

- (a) Whenever a job vacancy is created in any of the brewery's departments, the Company shall post a standard notice on the bulletin board in each department for at least three (3) consecutive packaging days, soliciting the names of employees who wish to apply to fill such vacancy.
- (b) Where the Company requires a relief employee the company shall post a standard notice on the bulletin board for at least three (3) consecutive packaging days, soliciting the names of employees who wish to apply to fill such vacancy on the basis that an employee shall only hold one relief posting and shall not accept another posting for one year except by mutual agreement.

When considering an applicant for a relief posting, if the Company is unable to grant the posting due to it not being practical to relieve the employee in his current position to accept the relief assignments as they occur, the Company shall review the matter with the Union within 10 days.

The Company undertakes that departments will be crewed in the ranked order of (1) permanent posted employees in their respective posting; (2) relief employees for the posted postings; and (3) employees trained and capable of performing the job. Should any reductions be necessary in these departments it shall be done in the reverse order.

Unless otherwise mutually agreed this provision shall only apply to relief absences of five (5) days duration or longer.

## **Step 2**

Any employee covered by this Agreement may apply in this manner and the vacancy shall be filled by the applicant who has the most seniority. In the case of vacancies involving tradesmen, the senior applicant who has the required certification, skills and/or experience shall be selected.

- (a) The man selected will be given a reasonable trial period to prove his suitability. He will have the right to return to his former job within thirty (30) days.

**If**, after working on his new job or in his new department, the applicant finds the job has been discontinued or for other reasons he shall be transferred back to the department from which he was last transferred, he shall retain all his seniority rights.

The man selected shall be transferred to the posted job within twenty (20) days provided that a replacement is available.

Employees absent from work for a period not more than two (2) weeks from the date a job is posted, will have the right to apply within three (3) days of his return to work, but this need not delay filling the job during this period.

- (b) The Standard application form to be used for posting on the bulletin boards shall specify the type of job vacancy, outline of work required, and wherever possible, the approximate conditions of temperature and humidity to which the employee will be exposed.
- (c) In the event differences arise which cannot normally be settled, as to which of the applicants should be given a trial to fill the posted vacancy, the matter shall, within three (3) days after the said differences arise, be dealt with under Grievance Procedure, Article 10 of this Agreement, starting with Step 3 of Section 4 thereof.
- (d) Employees, who, by reason of physical deficiency are required to transfer from their present department, will retain their plant seniority.

In all cases where it is necessary to transfer an employee for the aforementioned reason, the Company and the Union will mutually decide on the Department to which the employee will be transferred.

## **Section 5 Seniority Respecting Overtime**

In the event it is necessary to work overtime, the following arrangements will apply, subject to the efficient operation of the company:

1. a) In the event overtime is required, the most senior employee within the 'section' capable of performing the required work shall be offered such overtime first.
  - (b) Notwithstanding the above, for reasons where continuity is necessary for the efficient completion of maintenance work, or any other areas agreed between the Union and the Company, the employees performing the work during their normal shifts will be asked first.
2. In the event that sufficient employees cannot be obtained from the 'section', then the necessary employees will be acquired in order of their plant seniority firstly from the 'department', and secondly, the 'brewery', provided the

senior employee is willing and capable of doing the work required.

3. Reference to the following Chart 1 will graphically show the composition of 'sections', 'departments', and 'brewery'.

**CHART 1**

Brewery

<u>BREWING DEPT.</u>	<u>PACKAGING DEPT.</u>	<u>MAINTENANCE DEPT.</u>
Brewhouse Section	All One Section	Packaging Section
Fermenting Section		
Filtering Section		Brewing Section
Wash House Section (Racking)		

**Section 6 Overtime Meal Allowance**

The Company agrees to notify the employees the previous day when overtime is needed. In the event of an emergency and overtime is to be worked without notice being given the previous day and the period of overtime is to be more than two (2) hours in duration, then the Company agrees to provide lunch for employees working such overtime at the brewery up to a maximum of ten dollars (\$10.00).

**Section 7 Overtime Rest Periods**

An employee required to work more than one (1) hour of overtime shall have a fifteen (15) minute paid rest period before commencing such overtime if it is known that the overtime will be more than one (1) hour. If it cannot be foreseen that the overtime assignment will be more than one (1) hour and the assignment extends beyond one (1) hour the employee will be entitled to a fifteen (15) minute paid rest period.

## ARTICLE 4 - HOURS OF WORK

### Section 1:

The purpose of this section is to define the workday and work-week at the brewery.

- (a) **CONVENTIONAL EIGHT (8) HOUR SHIFT SCHEDULE:** The workweek shall be defined as five (5) consecutive workdays, commencing Monday. Eight (8) consecutive hours, including a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks shall constitute a day's work. An employee who is assigned to work for less than eight (8) hours per day or forty (40) hours per week shall be considered as temporarily laid off.

The operation, or certain sections, will operate with one (1), two (2) or three (3) consecutive eight (8) hour shifts as required. If two or three shifts are required, a shift rotation schedule which results in employees rotating between the two or three shifts will be established.

- (b) **COMPRESSED WORK WEEK:** The workweek shall be defined as four (4) consecutive workdays starting Monday or Tuesday. Ten (10) consecutive hours including a thirty (30) minute paid lunch period and two (2) fifteen (15) minute breaks shall constitute a day's work.

The operation, or certain sections, will operate with one (1), or two (2) consecutive ten (10) hour shifts as required. If two (2) ten (10) hour shifts are required, a shift rotation schedule which results in employees rotating between the two shifts will be established.

The four day work week will run for at least four weeks and the Company will provide two weeks notice of work week schedule changes.

- (c) **WEEK-END WORK FORCE**

In the event that the Company is unable to meet production or maintenance requirements using the conventional or compressed work week schedules, the parties agreed the Company can implement a week-end work force. The pro-

visions of this week-end schedule are detailed in an attached Letter of Understanding.

## Section 2

- (a) Overtime shall be paid as follows:

### **For Employees on a Conventional Eight (8) Hour Shift Schedule**

Double time (2X) for all hours worked over eight (8) hours in any workday, and for the first eight (8) hours worked on Saturday, Sunday, or on a Plant Holiday plus eight (8) hours straight time holiday pay at his/her regular rate. Hours worked in excess of eight (8) on Saturday will be paid at the rate of double and one quarter ( $2\frac{1}{4} X$ ) time. Hours worked in excess of (8) on Sunday, or on a Plant Holiday, will be paid at triple (3X) time.

### **For Employees on a Ten (10) Hour Compressed Work Week Shift Schedule**

Double time (2X) for all hours worked over ten (10) in any workday, and for the first eight (8) hours worked on a scheduled day off, or on a Plant Holiday plus eight (8) hours straight time holiday pay at his/her regular rate. Hours worked in excess of eight (8) on a scheduled day off will be paid at the rate of double and one quarter ( $2\frac{1}{4} X$ ) time. Hours worked in excess of eight (8) on a Plant Holiday will be paid at the rate of triple (3X) time.

### **For Employees on a Twelve (12) Hour Week-end Shift Schedule**

Double time (2X) for all hours worked over twelve (12) in any workday, and for the first eight (8) hours worked on a scheduled day off, or on a Plant Holiday plus eight (8) hours straight time holiday pay at his/her regular rate. Hours worked in excess of eight (8) on a scheduled day off will be paid at the rate of double and one quarter ( $2\frac{1}{4} X$ ) time. Hours worked in excess of eight (8) on a Plant Holiday will be paid at the rate of triple (3X) time.

- (b) Employees shall be entitled to an additional fifteen (15) minute break for each two (2) hour period of overtime



worked. If overtime is likely to exceed one (1) hour the break shall be taken before overtime commences.

- Section 3**
- (a) Preliminary shift schedules will be posted on Tuesday and the final shift schedule will be posted on Thursday for the following work week.
  - (b) Provided also that no employee shall be required to work on Saturdays for production or bottling unless at least four (4) days notice thereof shall first be given by the Company.
  - (c) In the event it is necessary to work overtime, the Company shall provide four (4) hours notice of such overtime. Employees shall not be compelled to work overtime but may volunteer to do so. It is agreed that the Union will supply competent help as provided elsewhere in this contract.
  - (d) An employee will be paid at overtime rates for all time worked before his regular starting time or time worked after his regular quitting time, if the change in time occurred under the following conditions such overtime will be paid for the balance of the week in which change occurred:
    - 1. His job or his starting time is changed by the Company after his regular quitting time on Friday.
    - 2. He was asked by the Company to relieve another employee who was unavailable.
    - 3. If the member has a fulltime posting he/she will be paid double time (2x) the job rate for the remaining portion of the week. Also if the member holds a relief posting, he/she will be paid double time (2x) the job rate for the scheduled day only.
  - (e) An employee will not be entitled to overtime for a change in his regular starting time or for work past his regular quitting time if the change occurred for any of the following reasons:
    - 1. The employee has changed a job at his own request.

2. The changed job is a promotion, a bumping, or a training posting.
3. The employee is returning to his customary job.

**Section 4 Minimum Compensation:**

- (a) Employees must be notified before quitting time if they are not to report for work the next day. If they are not notified and report for work, then they shall be paid for the whole day.
- (b) When an employee is called back for a breakdown or emergency work after finishing his regular shift, he shall receive no less than four (4) hours pay at the overtime rate, or pay for all such hours worked by him at the overtime rate, whichever is the greater.
- (c) Employees called out for **work** for less than a half day shall not receive less than one half day's wages.

**ARTICLE 5 - WAGES**

**Section 1** Wages shall be paid weekly by automatic bank deposit no later than Friday afternoon of the following week at not less than the following minimum rates:

<b>WAGE SCHEDULE</b>	<b>PER HOUR - EFFECTIVE</b>			
	<b>April</b>	<b>April</b>	<b>April</b>	<b>April</b>
	<b>21/2002</b>	<b>21/2003</b>	<b>21/2004</b>	<b>21/2005</b>
<b>Brewing Department</b>				
Brewer	\$25.65	\$26.40	\$26.90	\$27.40
Fermenting Cellerman	25.65	26.40	26.90	27.40
Filter Cellerman	25.65	26.40	26.90	27.40
Racker/Forklift Operator	25.65	26.40	26.90	27.40

	April 21/2002	April 21/2003	April 21/2004	April 21/2005
<b>Packaging Department</b>				
Forklift Operator	\$25.65	\$26.40	\$26.90	\$27.40
Receiver	25.65	26.40	26.90	27.40
Machine Operator	25.58	26.33	26.83	27.33
Relief Crew	25.58	26.33	26.83	27.33
Lead Hands	26.65	27.40	27.90	28.40
Head Shipper	26.65	27.40	27.90	28.40
All Other Men	25.50	26.25	26.75	27.25
<b>Maintenance Department</b>				
Tradesperson	\$29.18	\$29.93	\$30.43	\$30.93
Helper-Oiler	26.01	26.76	27.26	27.76
<b>First Aid Attendant</b>	\$26.58	\$27.33	\$27.83	\$28.33
<b>Seasonal</b>	\$19.09	\$19.34	\$19.59	\$19.84
<b>Permit Card</b>	\$10.44	\$10.44	\$10.44	\$10.44

### **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 April 21, 2002 to April 20, 2003 the first pay period following publication of the **March, 2002** Consumer Price Index, (1971 = 100), on the basis of 1 cent per hour for each full .3 change in the Consumer Price Index, (1971=100) in the period from April 21, 2002 to April 20, 2003 calculated by subtracting the Consumer Price Index (1971=100) for the month of **March 2002** after adding 7% of the **March 2001** Consumer Price Index, (1971=100), from the Consumer Price Index for the month of **March 2002**. This formula shall be repeated in each subsequent year of the agreement.

### **Higher Rate**

- (a) Any employee who is receiving a rate higher than his job rate because of either:
  - (i) An existing overscale,

- (ii) A transfer instituted by management due to technological or production method changes, shall not have his wage rate reduced but shall stay at the wage rate he is receiving until the rate of his new job reaches the rate being received.
- (b) An employee who is classified in a higher category and is requested at any time temporarily to perform work embodied in a classification in a lower category shall not have his wage rate reduced from his wage rate established in the higher category.
- (c) An employee who is changing to a lower job classification for the reasons listed below shall immediately receive the new lower rate of pay.
  - (i) Return to a former position after accepting a relief or training position which carried a higher pay rate.
  - (ii) Has been in receipt of a premium (i.e. First Aid) and is no longer performing the function for which the premium was being paid.
  - (iii) Is transferred to a lower rated job at his own request.

## **Section 2 Normal Day Shift**

Any shift starting between 6:00 a.m. and 9:59 a.m. shall be considered to be the day shift.

### **Afternoon Shift**

Any shift starting between the hours of 10:00 a.m. and 5:14 p.m. shall be considered to be an afternoon shift and will pay a premium of seventy cents (70¢) per hour, in addition to rate of pay.

### **Night Shift**

Any shift starting between the hours of 5:15 p.m. and 5:59 a.m. shall be considered to be a night shift and will pay a premium of one dollar and ten cents (\$1.10) per hour in addition to the rate of pay.

**Section 3** Since employment is dependent upon the demand for the Company's products the Company and the Union recognize the importance of continual progress in the development of

improved manufacturing methods to meet customer demand or requirements.

**Section 4 Pay for Skills Premiums**

Employees engaged as certified tradespersons will receive a 'pay for skill premium' for all hours worked after obtaining the additional trade qualifications for any of the following combinations. Trade qualifications will be defined as the applicable ticket issued by the Skills Development Office of the British Columbia Ministry of Skills, Training and Labour.

- a) Electrician & Industrial Instrumentation Technician, or Electronic Technician, or Electronic Technologist, or Instrumentation Mechanic \$1.00 per hour
- b) Millwright & Electrician \$2.00 per hour
- c) Millwright & Welder Class A \$1.00 per hour
- d) Millwright & Machinist \$1.00 per hour
- e) Millwright & Machinist & Welder Class A \$2.00 per hour

**Section 5** Before the labour of employees is increased by changes in operations, manufacturing methods, or speed-up of equipment, or new jobs are created as deemed necessary or advisable by the Company, a classification and a rate for such jobs will be established as agreed upon between the Union and the Company.

**Section 6** In the event the parties fail to agree on a rate, a rate shall be set by the Company, or the Company will give consideration to providing additional help if a material increase in work load has resulted. After a trial period of thirty (30) days, the Union may enter a request for a new rate which, if not settled to the satisfaction of the Union, may be settled through the grievance procedure. The rate so established shall be retroactive to the original date of change.

**Section 7** (a) The Company will supply adequate manpower on all operations in all departments at all times so that an employee will not be required to perform more than a fair day's work.

- (b) Clause (a) shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair day's work, and accordingly changes in the manning of crews and change in an employee's work load may be made so long as the resulting situation is not a violation of Clause (a).

### **Section 8 First Aid Attendants**

The Company will agree to comply with the applicable Workers' Compensation Board regulations.

Where the Company posts for First Aid Training the vacancy will be filled in accordance with the posting procedure set out in Article 3, Section 4, Step 2. Employees taking first aid training required in accordance with such posting will be given time off without loss of pay for such training. The Company agrees to reimburse tuition costs to any employee who successfully passes the First Aid Course and obtains WCB certification.

Employees working as designated first aid attendants and possessing the necessary W.C.B. certification (Level III ticket) will receive a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay, for each hour worked.

Employees **who** are entitled, as of ratification, to the \$1.00 per hour premium for First Aid qualifications will be eligible to attend the two (2) week, Level III Industrial First Aid course and, as such, maintain their level of premiums.

During Production shifts, when there is no relief for a First Aid Attendant, the Attendant must remain on call during breaks and will be compensated at the appropriate overtime rate for all breaks

### **ARTICLE 6 - STATUTORY HOLIDAYS**

- (a) The following shall be considered as Statutory Holidays on which employees shall not be required to work:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

If the Federal or Provincial Government declares a Statutory Holiday in addition to those listed above, the employees will be entitled to that day under the same conditions as outlined in this Article.

Regular employees shall be paid for the above mentioned Statutory Holidays at the employee's current pay rate (rate on the date before the Statutory Holiday). If an employee is receiving short-term disability benefits under Schedule "A" attached hereto, he shall be paid the difference between his current pay rate and the insured benefit he is receiving. Any employee who does not qualify for sick pay benefits under the Welfare Plan as shown in Appendix "A" because of lack of service and is absent from work due to a sickness or accident covered by the Welfare Plan benefits, will receive his Statutory Holiday pay.

- (b) Seasonal employees shall be paid for the above mentioned Statutory Holidays at their current pay rates provided the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed, and the employee has not been absent without permission on the last work day scheduled for him immediately prior to the day on which the said holiday is observed and the first work day scheduled for him immediately after the day on which the said holiday is observed.

An employee will not necessarily be deemed to be absent without permission if by reasons of illness he is unable to report for work and has so advised his supervisor on the last work day scheduled for him immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately thereafter. Before deciding whether to pay for such holiday, the company may require a medical certification supporting the absence which it considers satisfactory.

- (c) In addition to the Statutory Holiday pay as outlined in (a) above, for all work performed on any of the aforementioned Statutory Holidays, employees shall be paid at dou-

ble time or straight time for all hours worked with paid time off.

- (d) Any of the above holidays that fall on Saturday will be observed on the preceding Friday, or the day proclaimed. Any of the above holidays that fall on Sunday will be observed on the following Monday, or the day proclaimed.
- (e) Statutory holidays falling during an employee's vacation may be taken as pay or as days off with pay in lieu at the option of the employee. Such day off in lieu shall be scheduled by mutual agreement between the employee and the company, either the day before or the day following his vacation, or such other day as mutually agreed.

## **ARTICLE 7 - VACATIONS**

- (a) All employees in service of the Company for one (1) year, or longer, shall be granted eighty (80) hours of vacation per year with full pay. Vacations to be taken at the time stipulated by mutual consent of department employees and the Company.

All employees will be entitled to eighty (80) hours of vacation between the week in which June 15th falls and the week in which August 31st falls, inclusive. Employees to state their selected periods by April 1st.

Vacation entitlement that has not been scheduled off by employees prior to September 15th each year is thereafter scheduled off for the employee by the Company in accordance with Company requirements.

The Company will authorize an employee to take additional vacation time beyond the 80 hours specified during prime time if unused vacation weeks are available. The Company will accommodate the additional time providing the necessary operational skills needed during this time are met.

- (b) All employees shall, after completing three (3) years of service with the Company, receive one hundred and twenty (120) hours vacation per year with full pay.



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- (c) **All** employees shall, after completing eight (8) years of service with the Company, receive one hundred and sixty (160) hours vacation per year with full pay.
  - (d) **All** employees shall, after completing fifteen (15) years of service, with the Company, receive two hundred (200) hours vacation per year with full pay.
  - (e) **All** employees shall, after completing twenty (20) years of service with the Company, receive two hundred and forty (240) hours vacation per year with full pay.
  - (f) **All** employees shall, after completing twenty-five (25) years of service with the Company, receive two hundred and eighty (280) hours vacation per year with full pay.
  - (g) To compute the years of service mentioned respectively in paragraphs (b), (c), (d), (e) and (f) above, for the purpose of the qualifying date, such service shall be considered to have commenced on January 1 of the year in which the employee commenced employment.
  - (h) In the case of employees receiving (b), (c), (d), (e) and (f) above, the additional vacation must be taken outside the period detailed in Paragraph (a) above. The scheduling of these vacations will be by mutual agreement, the employee to state by January 31 the date he prefers to take such week or weeks.
  - (i) Employees must take their vacations during the calendar year in which they become eligible for such. Employees holding relief positions in other departments will schedule their vacations in the department where relief positions are held.
  - (j) In the event an employee becomes ill or injured in excess of three (3) days after having commenced his vacation, such that he qualifies for Weekly Indemnity coverage, he may request as outlined below to postpone his remaining days of vacation in order to enrol in the Weekly Indemnity Plan.

1. The employee shall advise his supervisor of his illness or injury and make arrangements to have the weekly indemnity form completed.
2. All approved requests will result in the employee's remaining days of vacation being cancelled, as prescribed above, the day after the request is received. The remaining vacation time shall be scheduled at a time mutually agreeable to the Company and the employee.
3. Any vacation pay held by the employee for the cancelled period shall be returned to the Company and reissued for the rescheduled vacation period.
  - (a) Where the vacation has been scheduled as per the posted vacation schedule, employees shall receive their entitled pay one day prior to commencing such time off.
  - (b) Where an employee changes his vacation or is entitled to paid time off and advises his supervisor one week in advance, the employee shall receive his entitled pay one day prior to commencing such time off.
- (k) An employee in receipt of Weekly Indemnity, L.T.D. or W.C.B. payments who had "scheduled vacation prior to his disability" and is unable to take this scheduled vacation prior to the end of the calendar year, may reschedule up to eighty (80) hours of that portion of vacation previously scheduled at a mutually agreed time during the following calendar year. There shall be no carry-over of outstanding vacation beyond one year. Seniority does not apply for these carry over weeks.

## **ARTICLE 8 - VACATION BONUSES**

As of January 1, employees with three (3) or more years of seniority shall receive a vacation bonus payable in cash and equal

to twenty percent (20%) of such employee's normal vacation payment.

In the event any employee who has benefit service (as defined in the Guaranteed Wage Plan annexed hereto) is expected to be laid off during any calendar year, the Company and the Union shall discuss the matter and, if the Union agrees, instead of cash vacation bonus payments hereunder, time off with pay may be scheduled for certain of the employees who would otherwise be entitled to such payment.

The manner in which such time off with pay is to be scheduled shall be:

- a) Firstly, to alleviate the lay-off of the affected employee; and
- b) Lastly, to alleviate the lay-off of employees with less seniority who have attained Benefit Service.

It is understood and agreed that the foregoing shall be implemented on a reverse seniority basis.

Such discussions shall be held in the month of December of each year (and at such other times as the parties may agree) to determine to what extent vacation time off with pay should be scheduled in lieu of payment of cash vacation bonuses to alleviate layoff of junior employees having Benefit Service.

Should the Union decide to use vacation bonus credits to stabilize the employment of employees, the outstanding vacation bonus entitlement will not be paid off prior to December 15th. If, however, the Union decides to use the vacation bonus entitlement as a straight cash supplement to vacations, the bonus will be paid in cash at the time of the employee's vacation.

## **ARTICLE 9 - SOCIAL SECURITY**

**Section 1** (a) Appendix "A" attached hereto forms a part of this Agreement. The benefits specified in Appendix "A" of this Agreement shall be made available to all regular employees under the terms and conditions as described in Appendix "A".

- (b) All present amenities, now enjoyed by the employees, shall be kept in force. However, it is understood and agreed that the provisions in this sub-paragraph contained shall not be construed in such manner as to alter any specific term or condition specifically set forth elsewhere in this Agreement.
- (c) The Company shall enter into a Pension Agreement pursuant to the terms of the memorandum which is attached hereto (Appendix "B").

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

**Section 1** Shop stewards, all of whom shall be regular employees of the Company, shall be elected by the Union and recognized by the Company. There shall be one shop steward tentatively for each department.

**Section 2** There shall be a Grievance Committee, consisting of up to three (3) employees designated by the Union, who are actually then in the employ of the Company, and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Management or the Grievance Committee.

**Section 3** The Union agrees to advise the Company of the names of members of the Grievance Committee and Shop Stewards, in writing, and also of any changes from time to time.

**Section 4** In case a grievance arises in any or all departments of the Company's plant, the parties hereto will make an honest effort to settle the difference by proceeding through the following steps until the grievance is settled or otherwise disposed of.

### **Section 5 Suspensions and Records**

In all cases of suspension, the Company will notify the Union immediately, if possible, but in no case later than the next working day.

Copies of disciplinary write-ups will be promptly given to the employee involved in the action, the Union Steward, and the Plant Committee. Copies of disciplinary records will be removed from the employee's personnel records after a period

of one (1) year from the date of issuance of such discipline (two (2) years in the case of suspension) and thereafter shall not be relied upon for any purpose.

### **Step No. 1**

The aggrieved employee shall notify his Shop Steward, if a grievance arises, who shall immediately request time off from his Supervisor to discuss the matter if it is urgent. If the case is not urgent, then the Shop Steward with or without the aggrieved person shall take up the matter with the Supervisor at the end of the shift. Failing a satisfactory settlement, the grievance shall be put in writing and submitted to the Supervisor of the employee involved within five (5) working days from the time the grievance arose. The Supervisor shall provide a written answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded). If this answer is not satisfactory or if no answer is received by the union, the next step of the grievance procedure may be invoked.

### **Step No. 2**

The grievance shall be submitted within forty-eight (48) hours to the next level of management. Within five (5) working days the grievance will be discussed and resolved, or a written answer will be provided and, if it is not resolved, or if no answer is received by the Union, the grievance may proceed to Step 3.

### **Step No. 3**

The grievance shall be submitted within forty-eight (48) hours to the Brewery Manager, or Nominee. Within five (5) working days the grievance will be discussed with the Grievance Committee with an additional representative of the Union, if desired, or a written answer will be provided, and if it is not resolved, or if no answer is received by the Union, the grievance may proceed to Step 4.

Grievances involving discharge shall be placed in writing and dealt with by starting at Step 3.

The time limits specified in Steps 1, 2 and 3 may be extended by written agreement between the parties.

The Chairman of the Grievance Committee, on behalf of the Union, or the Manager on behalf of the Company, may file a policy grievance at Step 3 of the Grievance procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operation, or alleged violation of the Agreement, including whether or not a matter is arbitrable.

#### **Step No. 4**

Any grievance which has been properly processed through the preceding steps of the Grievance Procedure without being settled may be submitted within thirty (30) days of receiving an answer in Step 3 to arbitration.

It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Company and the Union having expressed confidence in the ability of the following individuals agree that an arbitrator will be selected from the following list based on (i) the nature of the matter to be resolved, and (ii) availability:

Don Munroe	Vince Ready	Judy Korbin
Bob Blasina	Alan Hope	Colin Taylor
Emily Burke	Bob Diebolt	David McPhillips
Stephen Kelliher	Bob Pecaleeze	

The arbitrator shall be requested to render a decision within thirty (30) days from the date of the hearing. The arbitrator shall have no jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof.

The parties undertake to prepare a "statement of agreed facts" for submission to the arbitrator. This statement will be prepared after a matter has been referred to arbitration and will be prepared jointly by the parties to this Agreement.

The arbitrator's costs shall be equally shared by both parties to this Agreement.

Where the Arbitrator is dealing with a grievance concerning the dismissal or suspension of an employee bound by the Agreement and it finds that the employee has been dismissed or

suspended for other than proper cause, the Arbitrator may direct the employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal or suspension, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable.

Similarly, where the Arbitrator is dealing with a grievance lodged by an employee bound by the Agreement wherein such employee alleges and the Arbitrator finds that the employee has been laid off, demoted, or not promoted in violation of the terms of the Agreement and provided the employee has raised his grievance without delay after the occurrence giving rise to it, direct the employer to pay to the employee a sum equal to his wages so lost or such lesser sum as in the opinion of the Arbitrator is fair and reasonable.

In view of the orderly procedure arranged for the settlement of grievances, the parties hereto agree, each with the other, that:

- (a) Section 87 of the Labour Relations Code of British Columbia shall be excluded by the operation of Article 10 of this Collective Agreement; and
- (b) There shall be no striking on the part of the Union or lock-out of employees on the part of the Company during the processing of any grievance or arising out of an award of an Arbitrator determining the same.

## **ARTICLE 11 - GENERAL**

### **Section 1 Bereavement Pay**

When an employee attends the funeral or memorial service of an immediate relative, he shall receive leave of absence for not less than three (3) consecutive days (one of which days shall be the day of the funeral) and shall receive eight (8) hours straight time rate of pay for each of such days absent on which he would otherwise have been working. If an employee must travel greater than 500 km to attend the funeral or memorial service of an immediate relative, he shall receive two (2) additional days of paid bereavement.

Should an employee require Bereavement Leave while on scheduled vacation, he will notify his department and request three vacation days to be returned to his vacation allotment.

For the purposes of this Section, "immediate relative" shall mean one of the following: Wife, Husband, Life Partner, Daughter, Son, Stepchildren, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Grandparents, Grandchildren.

## **Section 2 Educational Leave**

Upon written application by the Business Agent of the Union, 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 year, to elected officials of the Union. No more than a total of 15 normal working days shall be available in any one year to all elected officials. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

## **Section 3 Jury Duty**

When an employee is required to serve on a regular or coroners' jury, or is subpoenaed as a crown witness during his normal working hours, he shall be granted leave of absence and shall receive the difference between his straight time rate of pay (for hours necessarily absent and during which he would otherwise have been working) and the amount received for each jury duty.

## **Section 4 Maternity, Parental and Adoption Leave**

Refer to Appendix "A".

## **Section 5 Leave of Absence - Personal**

The Company may grant a leave of absence without pay to any benefit service employee for personal reasons provided such leave can be operationally accommodated.

Written requests for such unpaid leave, up to a maximum of ten (10) working days, will be considered and persons who are absent with written permission for such leave shall not be considered to be laid off, and their seniority shall continue to accu-



multate during their absence. A copy of the Leave of Absence shall be given to the Union Plant Committee.

Employees shall be permitted to accumulate, in full shift increments, up to 5 days leave of absence during the calendar year and then, once the 5 days of leave of absence have been utilized, apply to cash out a maximum of one weeks vacation to offset the wage loss incurred.

#### Section 6 Leave Of Absence - Union Office

The Company agrees to grant a leave of absence for a period of not more than twelve (12) months, or the balance of the duration of this Collective Agreement, whichever is the longer, to one employee who has been elected or appointed to full-time office of Local 300, the British Columbia Federation of Labour, or the Canadian Labour Congress. The leave will be without pay and without entitlement to any benefits.

A request for such leave shall be in writing with as much notice as possible.

An employee who has been granted such leave of absence for the British Columbia Federation of Labour or Canadian Labour Congress shall not accrue service entitlements towards vacation, pension, guaranteed wage plan or any other benefits. However, seniority shall continue to accrue while on such leave solely for the purpose of recall, layoff and applying for job postings upon return to the workforce.

An employee who has been granted leave to hold full time office in Local 300 will be continued as active members of the pension and welfare plans upon payment of the total contributions, whether from the Union or the employee concerned. During such periods of absence the employee's seniority shall continue to accumulate as if he were employed at his regular post by the Company.

#### Section 7 Safety and Health

- (a) It shall be the objective of the Loss Control Program to eliminate accidents and health hazards. The Company shall provide wherever possible, a place free of recognized physical and health hazards in accordance with the Worker

Compensation Act and Occupational Health and Safety Regulations and shall comply with the First Aid Regulations (Part 33).

- (b) Each employee undertakes to wear the protective equipment made available by the Company and to adhere to the Occupational Health and Safety Regulations.
- (c) A Joint Health and Safety committee shall be established, in accordance to Division 4 of the WCB Act. Membership on the committee will be established in accordance with the following:
  - 1. it must have at least 4 members or, if a greater number of members is required by regulation, that greater number;
  - 2. it must consist of worker representatives and employer representatives;
  - 3. at least half the members must be worker representatives;
  - 4. it must have 2 co-chairs, one selected by the worker representatives and the other selected by the employer representatives. Union members of the Committee shall be elected for two (2) years by the Union members in the plant. Selection of more than one employee from a department is subject to the approval of management.
- (d) This committee will act in an advisory capacity and to the extent practical it will be guided by Division 4 Section 130 of the WCB Act - "Duties and functions of joint committee"
  - 1. to identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
  - 2. to consider and expeditiously deal with complaints relating to the health and safety of workers;

3. to consult with workers and the employer on issues related to occupational health and safety and occupational environment;
  4. to make recommendations to the employer and the workers for the improvement of the occupational health and safety and occupational environment of workers;
  5. to make recommendations to the employer on educational programs promoting the health and safety of workers and compliance with this Part and the regulations and to monitor their effectiveness;
  6. to advise the employer on programs and policies required under the regulations for the workplace and to monitor their effectiveness;
  7. to advise the employer on proposed changes to the workplace or the work processes that may affect the health or safety of workers;
  8. to ensure that accident investigations and regular inspections are carried out as required by this Part and the regulations;
  9. to participate in inspections, investigations and inquiries as provided in this Part and the regulations;
  10. to carry out any other duties and functions prescribed by regulation
  11. employees who attend Occupational Health and Safety related meetings during their regularly scheduled working hours shall not lose pay.
- (e) The Company shall continue to provide lunchroom and washroom facilities and maintain sanitary conditions within the plant for all employees in compliance with the applicable government acts and regulations.
- (f) **All** protective equipment shall be supplied free of cost with two exceptions listed below where the costs will be shared:

## **Section 8 Safety Shoes**

Boot Allowance of one hundred and seventy-five dollars (\$175) per year for regular employees to be paid out annually on April 21 of each year for the duration of this contract.

An allowance of seventy-five dollars (\$75.00) will be allowed seasonal employees towards the purchase of one pair of safety shoes in any one year.

## **Section 9 Prescription Safety Glasses**

Upon presentation of a receipt for the purchase of prescription glasses, with CSA (Hardex lenses are not acceptable) approved lenses and frames, the Company will reimburse the employee up to a maximum of three hundred dollars (\$300.00) for every twenty-four (24) month benefit period. The benefit period will commence April 21, 1997.

The three hundred dollars (\$300.00) maximum will increase to three hundred and fifty dollars (\$350.00) maximum effective April 21, 1998.

Employees are required to use side shields as recommended by the Joint Health and Safety Committee.

## **Section 10 Tool Replacement**

Tool allowance of four hundred dollars (\$400.00) per year for regular employees to be paid out annually on January 15th of each year for the duration of this agreement.

## **Section 11 Job Training and Re-Training**

The Company agrees to commit 40 hours of training per year for regular employees. Further to this, when employees are selected for Trainer positions, the Company will provide a "Train the Trainer" program to ensure they are able to properly deliver training.

- (a) Before selecting employees for training on other jobs, the Company will post the training job for a period of three (3) working days. With qualifications for the training job being given full and primary consideration, employees having the greater seniority will be given preference.

Notwithstanding the foregoing, the Company may temporarily assign any employee to any job.

- (b) Employees will be eligible for refund of tuition costs (including prescribed textbooks) of education courses provided that:
  - (i) The course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee;
  - (ii) The course is likely to contribute to the employee's performance or advancement within the Company;
  - (iii) The employee offers proof of successful completion of the course;
  - (iv) The maximum refund to any employee in any one calendar year will be two hundred dollars (\$200.00) for any full term course, and one hundred dollars (\$100.00) for any half term course.

- (c) Fork Lift Training and Instructors:

Fork lift operators will be certified in-house through the successful completion of the British Columbia Safety Council's module entitled Lift Truck Operator Certification Programme. Fork lift training will be conducted at the brewery. The in-house training will be delivered by certified instructors.

The instructors' selection process will be achieved by allowing permanently posted fork lift operators to sign a training posting to participate in the British Columbia Safety Council's Lift Truck Instructor Certification programme. When considering which applicant shall be given the Fork Lift Instructor posting, the Company will give primary consideration to qualifications and where qualifications are relatively equal, the senior applicant will be given the posting.

- (d) The parties agree to meet and develop a program to identify those machines which would benefit from having certain individuals certified as trainers on that specific equipment. Implementation of the program shall be January 1, 1998.

Once certified, the successful individuals shall receive a premium of \$1.00 per hour when scheduled as the certified trainer.

### **Section 12 Trainees**

One Brewmaster Production Trainee per twelve (12) month period shall be allowed to work temporarily in the bargaining unit providing always that no bargaining unit employee is replaced and providing also that a bargaining unit employee works with such trainee for purposes of help and instruction.

### **Section 13 Duplication of Benefits:**

An employee shall not receive wages or allowances such as holiday pay, vacation pay, weekly indemnity, Long Term Disability, Workers' Compensation or other similar benefits so that the employee's net pay for any day or part day exceeds his normal net pay for such period from more than one source.

## **ARTICLE 12 - SECURITY OF PRINCIPLES**

**Section 1** (a) Wherever practicable, the Company shall endeavour to see that all materials used by the Company shall be materials which are processed by Union Labour in respect to their manufacture and subsequent wholesaling and handling.

(b) The Company agrees to use only Union made malt, bearing the Union Label, in the manufacture of its product. The Company shall not request or require its employees to handle or process any other malt, or any products made of any other malt, and it shall not be a violation of this Agreement for employees to refuse to handle or process any other malt or products of any other malt.

**Section 2** (a) Where it is necessary for the Company to sublet beer hauling and delivery to outside firms, such hauling wherever possible shall be sublet to firms exclusively employing members of the Union. **IT IS CLEARLY UNDERSTOOD AND AGREED** that the intent of this paragraph is solely to safeguard employment of members of the Union and not to commit the Company to be a party to

forcing employees of other hauling and trucking firms to join the Union.

- (b) There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes staged by the Union while this Agreement is in force and effect provided the Company shall not request or require its employees to handle, process or deliver goods coming from, belonging to, or for delivery to any establishment at which a strike or lockout is in progress, and it shall not be a violation of this Agreement for employees to refuse to handle, process or deliver such goods or to refuse to cross an established bona fide picket line. Notwithstanding anything contained herein, the Union will provide appropriate personnel to protect the Company's property and products during any form of labour disturbance which may arise.
- (c) The Company shall be entitled to the use of the Union Label of the Canadian Union during the term of this Agreement provided the Company strictly lives up to the terms of this Agreement.

### **ARTICLE 13 - GUARANTEED WAGE PLAN**

The Guaranteed Wage Plan which is a supplement to the Agreement as amended shall continue in effect up to and including November 20, 2006. The Guaranteed Wage Plan is intended to provide assistance for certain eligible employees who are laid off as a result of the application of the layoff provisions of this Agreement and is not to be construed as authorization to alter existing layoff practices.

### **ARTICLE 14 - TECHNOLOGICAL CHANGE**

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

- (a) The Company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification, the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (c) herein.
  - (b) The Company will meet and discuss with the Union the redeployment of the affected regular employees in accordance with the provisions of the collective agreement and the provisions as set out in the Guaranteed Wage Plan (GWP); and, in so doing, shall designate the employees to be indefinitely laid off;
  - (c) During the first thirty (30) days of the notice period and prior to effecting any layoffs or separations under the collective agreement, the Company shall canvass employees eligible for special early retirement ('eligible employees') as to their willingness to elect special early retirement. Such eligible employees shall be approached within each group determined in paragraph (a) in order of seniority and, if they choose to take special early retirement within the above thirty (30) day period and actually retire within thirty (30) days thereafter, will receive a Technological Change Bonus (TCB). The TCB will be determined by dividing the total amount of the separation pay entitlement of all the employees designated for indefinite layoff in paragraph (b) above, by the total number of employees so designated. The number of special early retirees in any group who may receive the TCB will not exceed the number of jobs in that group which are to be permanently displaced by the technological change and, if a greater number of eligible employees in any group so elect to take special early retirement, the TCB will only be paid to the most senior of them
2. If(a) The number of eligible employees in any group who elect to take special early retirement is less than the



number of jobs in that group to be permanently displaced by the technological change, or

- (b) The Company did not anticipate the number of layoffs but the introduction of the major technological change actually directly results in the indefinite layoff of ten (10) or more regular employees, the following provisions shall apply.
  - (i) the employees ultimately designated for indefinite layoff hereunder, will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and terminating from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Article 15 hereof. If any of those employees were classified as probationary or regular employees prior to May 17, 1988, their separation payment calculation shall include an additional one thousand dollars (\$1,000);
  - (ii) those employees designated for indefinite layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible for participation in the Guaranteed Wage Plan, shall receive the benefits provided for under that Plan. In addition, such employees shall receive an additional eight (8) weeks of benefit entitlement under that Plan, subject to the following conditions:
    - (a) an employee may use the additional eight (8) weeks of entitlement only once during his employment, and notwithstanding Section 8 of the Plan, the eight (8) weeks can never be restored;
    - (b) the additional eight (8) weeks of entitlement shall be the first weeks used.

## ARTICLE 15 - SEPARATION PAY

**Section 1** A regular employee shall be entitled to separation pay as set out in subsection 3, provided he has not been excluded by subsection 2 and provided he meets any of the following eligibility provisions:

- (a) if he is terminated for a reason other than set out in subsection 2;
- (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 (b) above;
- (d) if he is ultimately designated for indefinite layoff as a result of a major technological change as provided in Article 14 Section 2.

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

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

**Section 2** Notwithstanding subsection 1, 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 Article 3, Section 2 (loss of seniority provision) 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 Workers' Compensation Act;
- (h) he is entitled to receive any pension under the Company or Government Pension Plan.

**Section 3** 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 May 17, 1988, an additional **Three Hundred and Seventy-five (\$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 eli-

gible 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 the 15 year maximum is replaced with a 22 year maximum.

**Section 4** 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.

**Section 5** 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.

#### **ARTICLE 16 - ADDENDUM AND LETTERS OF UNDERSTANDING**

The parties, specifically Brewery, Winery and Distillery Workers Local 300 (the "Union") and Molson Breweries, Vancouver, British Columbia (the "Company"), have agreed to an Addendum (Appendix 'D') to this Collective Agreement. It is agreed that this Addendum (Appendix 'D') and all Letters of Understanding between the parties supersede the provisions of the Collective Agreement where necessary and/or in the event of any conflict between the provisions. Accordingly, we have agreed that the Addendum (Appendix 'D') and the Letters of Understanding form part of the Collective Agreement.

## **ARTICLE 17 - DURATION OF AGREEMENT**

This Agreement executed this 22nd day of June, 2002 shall remain in force until April 20, 2006, and thereafter from year to year, unless either party serves notice of termination on the other party hereto within four (4) months prior to the 20th day of April 2006, or if such notice has not then been served within four (4) months prior to the 20th day of April in any year subsequent thereto.

The provisions of Sub-Section 4 of Section 46 of the Labour Relations Code of British Columbia are hereby excluded.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this **22nd** day of **June, 2002**.

**FOR THE COMPANY**

**FOR THE UNION**

**Paul Miller**

**Roy Vance**

**Jeff Banister**

**Darrell Kneller**

**Rene Holt**

**Brian Mackenzie**

**AI Archibald**

**Chuck Puchmayr**

**APPENDIX "A"**  
**BENEFIT PLAN**

**1. Effective Date**

This Appendix "A" shall be effective the date of signing the Agreement, or as soon thereafter as the same can be implemented and shall continue to be binding on the parties to the Agreement for so long as the Agreement is binding between the parties.

**2. Eligibility**

Each employee shall be entitled to the benefits in this Appendix "A" subject to the following conditions:

2.1 If qualified for the present benefit plans on the date this Agreement is signed, he shall be eligible on the effective date of this Appendix "A", or;

2.2 Employees shall be eligible to receive the benefits described within Appendix "A" upon being awarded "regular" employee status. (See Letter of Understanding #3)

**3. Benefits**

Each eligible employee shall be entitled to the following benefits:

**3.1 Life Insurance**

Each benefit status employee actively at work shall be insured for \$50,000, effective April 21, 2002, for the duration of this contract.

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

In the case of total and permanent disability prior to age 60, the insurance amount in effect on the employee's last day actively at work as set out above shall be continued in force without further cost to the employee. Upon retirement under the Pension Plan, this insurance shall be reduced to \$4,000 and continue in force without further cost to the employee.

**3.2 Accidental Death and Dismemberment:**

In addition to the life insurance under 3.1 above, each benefit status employee actively at work shall be insured for \$50,000 in case

of accidental death or dismemberment resulting from non-occupational causes.

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

### 3.3 Hospital Expense

The Provincial Government Hospital Plan shall be considered as part of this program for employees and dependants. To supplement this, each employee will be insured up to a maximum of five dollars (\$5) per day for a maximum of seventy (70) calendar days, against expenses incurred by himself or his dependants due to hospitalization for non-occupational and non-maternity causes.

### 3.4 Surgical and Medical Expenses

(a) Each employee and his dependants shall be enrolled in the applicable Provincial Surgical and Medical Service Plan.

(b) Each eligible employee and his dependants will be enrolled in the Extended Health Benefits Plan.

### 3.5 Dental Plan

Effective April 21, 2002 the Dental Plan is to provide the maximum per year for basic services of \$1,200.00. The increase shall only apply to eligible expenses incurred after the above date. Effective June 22, 2002 the combined lifetime maximum for Restorative and Orthodontic Services is \$4,500. The increase shall only apply to eligible expenses incurred after the date of the ratification. Effective April 21, 1992, there will be a provision for an annual re-instatement of up to \$500 at the beginning of each calendar year, if required to restore such lifetime maximum to the level of \$4,500. This change shall only apply to eligible expenses incurred after the above date.

Effective May 1, 1991 "Restorative" coverage is seventy-five (75) percent of eligible expenses, for all such expenses incurred after the above date.

### 3.6 Vision Care

To provide for a Vision Care Plan over and above Article 11, Section 9 for regular employees and their eligible dependents. The

Company will arrange for a vision care plan which includes coverage for corrective lenses, frames and contact lenses to a maximum of \$135.00 per person per twenty-four (24) month period.

### **3.7 Disability Income Plan**

(a) Each eligible employee shall be entitled to continuation of income as specified hereunder, during periods of absences due to disability, provided that:

- (i) he is actively at work when the disability commenced, and not absent without leave, or on layoff (other than an annual shutdown of two weeks); and
- (ii) he submits medical evidence of sickness or accident satisfactory to the Company and the Insurer.

#### **(b) Full Compensation**

1. Each eligible employee shall be entitled to full compensation at his base rate for any periods of absence under the following terms, provided that the absence is caused by sickness or accident that does not entitle the employee to Workers' Compensation payments.
2. Employees shall be granted sick leave of eighty (80) hours per calendar year. Sick leave will be allocated on a prorated basis during the year in which an employee attains regular status.
3. The entitlement may be drawn upon at a maximum of forty (40) hours per calendar week during an absence.
4. Provided the employee is actively at work, the entitlement will be re-established each calendar year.

Should an employee be absent and drawing full compensation over the end of the year, he may continue to draw on any unused portion until it is exhausted, but his entitlement in the new year shall be re-established only after he has returned to work.

An employee shall have the option of supplementing to full pay, his weekly indemnity benefit after the first twenty four (24) hours of sick leave. For each day supplemented the employee's maximum sick leave shall be reduced by



three (3) hours. If an employee who has not had to use any of his sick pay in the calendar year experiences an illness or accident for which he expects to be absent for more than fifteen (15) working days, he may elect not to use the last twenty four (24) hours of his sick leave entitlement as outlined above for that illness, thereby providing himself twenty four (24) hours of sick pay which may be used for a different illness later in the year.

If the first twenty four (24) hours sick leave are not used up at the end of the year, then those days may be used to make up the employee's base rate of pay for the first twenty four (24) hours of his original illness.

5. Any unused portion of sick leave to a maximum of sixty four (64) hours will be paid to the employees on the last pay day before Christmas. Regular employees who have been absent for the full twelve (12) month period shall not be entitled to sick leave credits. Employees who terminate their employment or retire during the calendar year shall receive sick leave benefits prorated at one-half their then existing daily basic wage rate for each full month worked from January 1 to their termination date less any sick days taken during this period.

(c) **Partial Compensation:**

1. When the entitlement to full compensation provided for in Section (b) has been exhausted, each eligible employee shall be entitled to partial compensation at a rate equal to seventy per cent (70%) of the employee's weekly wage (calculated by multiplying his current wage rate by forty (40) hours) for periods of absences that extend beyond the periods covered by Section (b) provided that the absence is caused by sickness or accident that does not entitle the employee to Workers' Compensation payments.
2. The payment of partial compensation shall be limited to a maximum of forty (40) hours per calendar week including any stipulated Statutory Holidays occurring during an absence.

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3. The periods of partial compensation available shall be governed by the insurance company procedures for a twenty-six (26) week benefit period, starting with the first work day of an accident and the fourth work day of a sickness, and including any part of an absence for which full compensation has been paid under Section (b).

#### 4.0 Long Term Disability:

- (a) Should the disability described above continue beyond the end of the 26th week, the insured Long Term Disability Plan will commence at the 27th week and will continue until recovery, or age 65, whichever occurs first.

Where an employee has received Workers' Compensation payments for a 26 week period, the Long Term Disability plan will commence at the 27th week and will continue until recovery or age 65, whichever occurs first.

The L.T.D. Plan will provide the payments of sixty-six and two-thirds per cent (66 2/3%) of wages (applicable hourly rate times 40) in effect during the first seventy-eight (78) weeks of the Long Term Disability Plan. Should the disability continue past the 104 week period (26 weeks plus 78 weeks) the future weekly benefit will be calculated at sixty-six and two-thirds percent (66 2/3%) of wages (hourly rate times 40) in effect at the 104th week of disability.

- (b) Coverage under insured Weekly Indemnity and Long Term Disability Plans will be continued:
  - (i) for the first one hundred and four (104) weeks of a disability provided the employee is unable to perform his own job;
  - (ii) in excess of one hundred and four (104) weeks, provided the employee is unable to perform any job for any employer for which he is reasonably qualified by training and education, or experience, to perform as determined by the insurance carrier.

The Weekly Indemnity Plan and the Long Term Disability Plan will be of a standard nature underwritten by an insurance carrier and will include an offset clause for integrating statutory payments such as Canada Pension Plan, Unemployment Insurance, and in the case of Long Term Disability, will also include an offset clause for integrating Workers' Compensation.

Where weekly indemnity benefits payable under the weekly indemnity plan together with weekly or lump sum time loss benefits payable by any other government supported or Crown Agency, (including any plan or program established pursuant to the provincial automobile insurance act program) for the same disability exceed 100% of normal weekly earnings, the employee must reimburse any such excess to the weekly indemnity plan. The employee must, prior to receiving weekly indemnity benefits execute such forms of authority as are necessary to permit the direct payment of any such weekly or lump sum time loss benefits to the Company. The Company shall then pay to the employee any monies which the employee is entitled under this clause.

(c) **Employees Absent on Effective Date**

Employees who are absent from work on Weekly Indemnity on the effective date of the new sickness and accident plans and

- (i) recover and return to work for at least a two week period prior to the expiry of their one hundred and four (104) weeks, shall then be covered by the revised Weekly Indemnity and insured Long Term Disability Plan, or
  - (ii) recover and return to work for at least one day prior to the expiry of their one hundred and four (104) weeks in the case where the latest disability absence cannot be connected with the causes of any of the prior disability absences, shall be covered by the revised Weekly Indemnity and Long Term Disability Plan.
- (d) The Company will provide the necessary monies to build up the pension of an employee receiving benefits from the Weekly Indemnity and Long Term Disability Plans at the rate of pension accrual in effect at the commencement of the disability.

(e) **Effect on Other Benefits**

**1. Group Insurance**

Life, Hospitalization, Medical and Surgical Insurance Plans shall be continued in force during any absence for which the employee is in receipt of full or partial compensation.

## **2. Vacations**

Employees who have exhausted their entitlement to full compensation under Section (b) shall have the privilege of using any unused vacation to which they are entitled in the current vacation year to supplement partial compensation to full compensation.

## **3. Statutory Holidays**

Employees drawing benefits under the Weekly Indemnity Plan shall receive a supplement up to full pay for statutory holidays falling within the 26 week period.

Such supplement shall not be drawn from the employee's sick or accident leave entitlement.

- (f) Insurance company regulations will apply to the insured benefits under this Plan.

## **5.0 Benefit Plan Costs**

The Benefit program outlined herein will be provided by the Company, free of cost for eligible employees except as outlined in Section 6 of this Appendix "A".

Notwithstanding the foregoing, it is agreed that the employees' share of any Unemployment Insurance Premium Rebate will be retained by the Company to offset a portion of the cost of the benefit improvements contained in the collective agreement.

## **6.0 Cancellation of Benefits**

- 6.1 An employee whose service with the Company has been terminated, shall not be entitled to any benefits after the date of such termination.
- 6.2 An employee on layoff for lack of work, or on leave of absence, may elect to continue his coverage for all benefits in this Appendix "A" except for Section 3.5 - Disability Income Plan for a period allowed by the insurance company regulations, but not exceeding three (3) months (except as otherwise provided in the Guaranteed Wage Plan hereto annexed), provided that he pays the full cost of the continuing benefits, except that if he works at all during the month, his regular premium deduction will cover the continuing benefits for that month.

### **6.3 Benefits for Pensioners**

All benefits granted to employees who retired prior to the date of signing of the Agreement are governed by the Agreement in **force** on the date they retired.

The following benefits will be provided to pensioners who retire on or after April 21, 1997, at no cost to the pensioner.

- (a) Normal Retirement, Special Early Retirement or 85 Point Retirement
  - (i) Life insurance continued at \$4,000.
  - (ii) Base Medical and Hospital Benefits will be continued in the Provincial Plan for the life of the pensioner provided that he continues to reside in Canada.
  - (iii) Major medical coverage will be continued for the life of the pensioner provided that he continues to reside in Canada.

### **7.0 Pregnancy/Adoption/Parental Leave & Sub Plan (Top-Up) Procedure**

#### **7.1 Eligibility**

- (a) To qualify for leave under this policy, the employee must have been employed by Molson for the period of time prescribed by the *Employment Standards Act* of British Columbia and,
- (b) The employee must have requested in writing his/her intention to take a leave.
- (c) Sub plan benefits: All full time permanent salaried and permanent hourly employees who are eligible for Employment Insurance (EI) benefits are eligible to receive benefits under this sub-plan if they have been a full time permanent employee for at least 12 consecutive months prior to the date of the commencement of the leave.

#### **7.2 Entitlements**

- (a) Period of leaves: The employee shall be entitled to a leave which, in duration, is defined, relative to the type of leave being applied for, by the *Employment Standards Act* of British Columbia.

- (b) Reinstatement: The employee will be reinstated to his/her former position or to a comparable one, at the salary rate applicable to the former position at the commencement of the leave of absence.
- (c) Pension: The period of absence will count as “Credited Service” for pensions plan purposes. The “top up” amount paid by Molson is regarded as pensionable earnings.
- (d) Benefits coverages:
  - .1 Pregnancy leaves: Full benefit coverage under the Company’s Group Insurance plans will be maintained during the leave of absence.
  - .2 Adoption and parental Leaves: Benefits will be paid as per the *Employment Standards Regulations* of British Columbia.
- (e) Sub-plan benefits:
  - .1 Conditions for sub-plan benefits (top-up). In order to receive the benefits of this sub plan employees must:
    - .1.(a) State their intention to return to work after the leave and to remain in Molson’s employment for a minimum of 6 months following the leave. Employees failing to do so (except in the case of involuntary termination), will be required to repay all “top up” monies paid by Molson Breweries during the leave.
    - .1 (b) Provide proof of eligibility to receive EI benefits (i.e. an EI cheque stub) to the Personnel Department as early as possible during the leave.
    - .1 (c) Provide a copy of the final EI cheque stub to the Personnel Department.
  - .2 Period of Top-up:
    - .2 (a) The period of top up under the SUB plan will be based upon entitlement to receive EI payments; the periods of eligibility may vary subject to EI rules in effect at the time of the leave.
    - .2 (b) SUB plan payments will be made for the period of the leave only and will commence upon proof of EI

entitlement (retroactive to the day the EI commencement date). These payments will be made weekly.

(i) Top-up during *Pregnancy/Adoption* Leave:

Molson Breweries will top up the EI payments as per the employee's regular pay schedule so that the total pre-tax income received, when EI benefits and the Molson top-up are integrated, are equal to \*60% of the base pay rate. The top up will continue for the number of weeks of EI eligibility.

During the first two weeks when EI payment is not payable (the "waiting period"), the 60% of the base pay rate before statutory deductions will be paid exclusively by Molson Breweries.

(ii) Top-up during *Parental* Leave:

Employees on parental leave will also receive the top up to the EI payments so that the total pre tax income received is equal to \*60% of the base pay rate. Molson Breweries will continue to top up EI payments as long as EI payments continue to be made. If there is a waiting period for EI benefits at the commencement of the parental leave (usually in the case of the second parent claiming EI), \*60% of the base pay rate for this **two** week "waiting period" will be paid exclusively by Molson.

Notes: (i) \*Employment Insurance payments are subject to a special recovery or 'clawback' by Revenue Canada, to the extent the recipients net income in the year of receipt exceeds 150% of maximum insurable earnings under the program. The employee is personally responsible for the settlement of any clawback against EI payments received by the employee, which may be made by Revenue Canada

- (ii) In this plan, EI is the first payer after the 2 week waiting period.
- (f). Vacation entitlements:
  - .1 ***Pregnancy Leaves:*** Vacation entitlements will not accrue during the leave of absence but upon return to work, the period of absence will be credited for purposes of calculating vacation entitlement
  - .2 ***Adoption and Parental Leaves:*** Vacation entitlements will be applied as per the ***Employment Standards Regulations*** of British Columbia.

### 7.3 How To Apply

- (a) Employees must request in writing their intention to take the leave, including approximate leave and return dates, at least 2 months prior to the commencement of the leave (except in the case of Adoption leaves).
- (b) In the case of pregnancy leave, the employee must furnish a medical certificate, indicating the estimated date of delivery.
- (c) The scheduled date of return to work must be agreed to by the employee concerned and the immediate supervisor prior to the commencement of the leave of absence. The employee must contact the immediate supervisor four weeks prior to the scheduled return to reconfirm the return date.
- (d) With the approval of the immediate supervisor, outstanding vacation entitlements may be used to extend the leave, but such entitlements must be taken at the end of the leave.



**APPENDIX "B"**  
**MEMORANDUM ON PENSIONS**

**Preamble**

This article represents a new pension plan provision which provides for significantly enhanced pension benefits during the term of this Collective Agreement.

**1. Introduction**

With respect to benefits up to and including December 31, 1967 under the Company Plan as now constituted, there is to be no change but Credited Service after that date will count for qualification purposes. The main provisions of the Plan, established at January 1, 1968 and including amendments through to and including April 20, 2002 are summarized below. The provisions of the formal Plan document apply in case of conflict with this summary.

**2. Eligibility**

Employees shall become members of the plan on the earliest of

- (a) the first of the month following the month in which they attain benefit service,
- or
- (b) the first of the month following the month in which they have achieved two consecutive calendar years of employment in each of which such Employee earned at least 35% of the YMPE.

Seasonal employees shall become members of the plan on the first day of the month following the month in which both of the following conditions are fulfilled:

- a) the completion of 24 months of uninterrupted continuous service - for this purpose, periods of layoff for lack of work which do not exceed six months shall not be considered an interruption of continuous service, and
- b) the completion of two consecutive calendar years of employment in each of which such Seasonal employee earned at least 35% of the YMPE.

### **3. Contributions**

Members do not contribute to the Plan.

### **4. Credited Service**

Credited Service prior to January 1, 1968, shall be calculated as outlined in the Plan document.

Credited Service on or after January 1, 1968, shall be computed for each calendar year on the basis of one-tenth of a year for each 180 hours actually worked or for which wages have been paid. It is understood that wages shall mean actual earnings for work performed, vacation pay, payment for any leave of absence such as, for example, payment of statutory Holidays, and any period for which an Employee is absent from work and in receipt of Workers' Compensation or Weekly Indemnity payments. Credited Service in any calendar year shall not exceed one year and shall be calculated to the nearest one-tenth of a year.

In no event shall a Member's Credited Service exceed 30 years

For purposes of determining the Accrued Retirement Pension, Credited Service earned by a Member while a Seasonal employee on or after April 21, 2002 shall be Seasonal Credited Service and all other Credited Service earned by the Member shall be Regular Credited Service.

### **5. Accrued Retirement Pension**

A Member's Accrued Retirement Pension under the Plan is a monthly amount, subject to adjustment under section 9 and 12, equal to the sum of

- (a) the Member's Regular Credited Service multiplied by the applicable lifetime benefit rate per year of Regular Credited Service, as described in the following table, and
- (b) the Member's Seasonal Credited Service multiplied by the applicable lifetime benefit rate per year of Seasonal Credited Service, as described in the following table.

For retirements, deaths, or termination of employment that occur in the period:	Applicable Lifetime Benefit Rate per year of Regular Credited Service	Applicable Lifetime Benefit Rate per year of Seasonal Credited Service
April 21/02 to April 20/03	\$74	<b>\$55.50</b>
April 21/03 to April 20/04	\$74	<b>\$55.50</b>
April 21/04 to April 20/05	<b>\$75</b>	<b>\$56.25</b>
April 21/05 to April 20/06	\$77	<b>\$57.75</b>

## 6. Full Accrued Retirement

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

On retirement at or after Normal Retirement date, the Member shall be entitled to a pension from the Plan, subject to adjustment under sections 9 and 12, **equal** to his/her Accrued Retirement Pension as determined at the date of retirement.

- b) **Special Early Retirement** - A Member who had attained age **60** and completed 30 years of Credited Service as of April 20, 2002 and who elects to retire on or after April 21, 2002, shall be entitled to a pension from the Plan, subject to adjustment under sections 9 and 12, equal to his/her Accrued Retirement Pension as determined at the date of retirement. He/she shall also be entitled to a temporary monthly pension from the Plan payable to Normal Retirement date (or until death of the Member, if earlier), equal to the Member's Credited Service multiplied by \$15.07. This temporary monthly pension is not subject to adjustment under section 12.
- c) **85 Point Retirement** - A Member who retires from active employment and has attained age **55** and accumulated **85** points (age plus Credited Service) may elect 85 Point Retirement. Upon **85** Point Retirement the Member shall be entitled to a pension from the Plan, subject to adjustment under Section 9 and 12, equal to his/her Accrued Retirement Pension as determined at the date of retirement.

## **7. Early Retirement**

A Member who retires from active employment who is not eligible for Normal Retirement or 85 Point Retirement, and has attained age 55 and completed two years of Credited Service may elect Early Retirement. Upon Early Retirement the Member shall be entitled to a pension from the Plan, subject to adjustment under Section 9 and 12, equal to his/her Accrued Retirement Pension as determined at the date of retirement reduced by one-third of 1% for each month by which his/her Early Retirement date precedes his/her Normal Retirement date.

## **8. Partial Disability Retirement**

An active Member who has attained age 50, completed 10 years of service, becomes disabled to the extent that Molson Breweries agrees that the Member should retire, and is not eligible for payment under the Long Term Disability Plan, may elect Partial Disability Retirement. Upon Partial Disability Retirement the Member shall be entitled to receive a pension from the Plan, subject to adjustment under Section 9 and 12, equal to his/her Accrued Retirement Pension as determined at the commencement of disability.

## **9. Joint and Survivor Pension**

A Member who retires with an eligible spouse shall receive a joint and survivor pension unless the Member and spouse deliver to the Plan administrator a written waiver of such entitlement, in the prescribed form and within the 90 day period immediately preceding retirement.

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

## **10. Benefits on Death before Retirement**

If an active Member dies having completed 10 years of continuous service, his/her eligible spouse shall receive an immediate pension from the Plan, subject to adjustment under Section 12, equal to 50% of the Member's Accrued Retirement Pension as determined at the date of the Member's death. The value of the monthly pension payable to the

spouse cannot be less than 60% of the value of the vested benefits earned in respect of service on or after December 31, 1992.

In lieu of the monthly pension otherwise payable, an eligible spouse may elect to receive the commuted value of the pension as a lump sum payment.

If an active Member dies on or after age 55, the Plan will assume the deceased member retired on his date of death.

### **11. Benefits on Death after Retirement**

If the joint and survivor pension outlined in section 9 is waived or if the Member does not have an eligible spouse at retirement, the Member's pension shall be payable during the Member's lifetime and shall cease upon his/her death. Upon retirement, the Member may elect an optional form of pension.

### **12. Escalation of Benefits**

For Members who retire on or after May 1, 1973, the Member's pension shall be subject to an annual escalation. The escalation will be made on each January 1st following the Member's actual retirement date, based on the increase in the national Consumer Price Index for the twelve month period ending the prior August 31st, to a maximum of 2%. For a Member who retires within the 6-month period prior to their first escalation, the 2% maximum shall be reduced to one-third of 1% for each month by which the Member's actual retirement date precedes the date of the first escalation.

Any pension payable to a spouse of a Member who retired on or after April 21, 1988 shall also be escalated, with the first increase occurring on the January 1st following the Member's death.

### **13. Termination of Employment (Vesting)**

Upon termination of employment prior to attaining age 55 but after completing the earlier of two years of Plan Membership or five years of continuous service, a Member shall be entitled to a pension from the Plan, subject to adjustment under Section 9 and 12, commencing on his/her Normal Retirement date and equal to his/her Accrued Retirement Pension as determined at the date of termination of employment.

#### **14. Pension Advisory Committee**

In order to promote awareness and greater understanding of the plan amongst the membership, a Pension Advisory Committee will be established. This Committee will be made up of one active Plan Member and one retired Plan Member. Appointments to the Committee shall be made by the Union members of the Negotiating Committee.

The Committee may review and provide advice on the financial, actuarial and administrative aspects of the plan and any other matters relating to the plan as requested by the employer or administrator.

### **APPENDIX "C"**

#### **GUARANTEED WAGE PLAN**

WHEREAS the Company has entered into a Collective Agreement with the above-named Union.

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 21st day of November, 2006, 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 Employment 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 Employment Insurance Benefits to which they would otherwise be entitled.

#### **1. Purpose**

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

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

An eligible employee entitled to participate in the plan is a regular hourly employee. Regular employees who are specifically excluded from this plan are indicated on the seniority list within this Collective Agreement.

## **3. Exceptions**

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

- (a) Employees who have been laid off for disciplinary reasons and if such 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 either by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by the Brewery, Winery and Distillery Workers Local No. 300 or by the Interior Brewery Workers Local 308; or by any successor thereof.
- (c) Employees who have been terminated because of a specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations.
- (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

- (a) In which he has been on layoff and has failed to apply for E.I. benefits, or in which he has been disqualified or disentitled from E.I. benefits by any reason other than serving a two (2) week waiting period.

- (b) In which he has been on layoff and has failed to keep himself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for E.I. benefits or for reduction of E.I. waiting period.
- (c) In which he has failed or refused to accept employment deemed suitable for him by the Employment Insurance Commission.
- (d) In which he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- (e) In which he is in receipt of a benefit provided by the Company's Disability Income Plan or Long Term Disability Plans.
- (f) After he has become entitled to receive any pension under the Company or Government Pension Plan.
- (g) In respect of which he is qualified for compensation from the Workers' Compensation Board for any compensable accident or illness.

## 5. Definitions

**“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 received wages from any employer, plus
- (c) All hours scheduled in such week for an employee who is not on layoff and which he has not worked for any reason other than lack of work, plus
- (d) All hours scheduled in such week for an employee who is on layoff and which he has not worked for any reason other than lack of work after being given reasonable notice according to



the established practice of the Company that such scheduled hours were available to be worked by him.

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

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

Subject to 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 (a), (b) and (c) below and deducting from such product the sum of item (d) below.

- (a) Seventy percent (70%) for eligible employees as hereinabove defined.
- (b) The straight time hourly rate of the employee in effect as of time of layoff.
- (c) The excess of forty (40) over the compensated and available hours of the employee.
- (d) The actual benefit, if any, for which such employee is eligible under the Unemployment Insurance Act for such week.

#### **7. Social Security Benefits During Layoff**

An employee who is laid off continues to participate in the Social Security Plan of the Company applicable to employees in the bargaining unit to the end of the month following the last month in which he has worked in the bargaining unit, or until the end of the last month during which he has drawn a benefit under this Plan, whichever is the later. Social Security Plan for the purposes of this section does not include the Pension Plan or the Company’s Disability Income Plan 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 Social Security Plan is restored to participation immediately upon completion of eight (8) hours work in the bargaining unit.

## 8. Duration of Benefits

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

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

TABLE A

<b>Completed Years of Benefit Service determined as of the November 21st immediately preceding his layoff</b>	<b>Maximum Benefit Entitlement</b>
15 years or more	78 weeks
10 years or more	65 weeks
5 years or more	52 weeks
4 years or more	45 weeks
3 years or more	35 weeks
2 years or more	25 weeks
1 year and more	15 weeks

The maximum number of weeks benefits which an employee may use during any twelve (12) month period commencing November 21st shall not exceed his maximum benefit entitlement determined as of that November 21st in accordance with Table "A" above.

Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which he is on layoff and in receipt of

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

## **9. Deductions**

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

## **10. Applications**

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

## **11. Reporting**

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

## 12. Clarification Notes

- a) Under no circumstances will the aggregate E.I. benefits plus weekly G.W.P. benefit payable to an eligible employee exceed 95% of the employee's regular weekly wage.
- b) Pursuant to Section 4 of the G.W.P., an eligible employee only receives the G.W.P. benefit in respect of a period in which he/she is actually in receipt of E.I. benefits with the only exception being the **two** week E.I. waiting period.
- c) The employees covered by the Collective Agreement have no vested rights in the G.W.P.
- d) Molson Breweries pays G.W.P. benefits out of its general revenue.
- e) Molson Breweries uses either the E.I. cheque stub or the E.I. G.W.P. Report to confirm the receipt of E.I. Benefits prior to paying G.W.P. benefits to any eligible employee.
- f) Payments made out of the G.W.P. do not operate to effect the amount of severance pay to which an employee is entitled pursuant to the Separation Pay provisions of the Collective Agreement.
- g) The Plan is applicable only for periods of temporary lay off.

## 13. Duration of Agreement

This Agreement shall continue until November 20th, 2006. 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 November 21st, 2006.

## APPENDIX "D"

### WORKPLACE IMPROVEMENT

This Appendix constitutes a supplement to the Collective Agreement between Molson Breweries (the "Company") and the Brewery, Winery and Distillery Workers Local 300 (the "Union").

The purpose of this Appendix is to establish an enabling framework within which an organization system can be sustained that will ensure an efficient

and competitive operation and provide meaningful work and job satisfaction for employees.

The parties accept the proposition that building such an organization development framework is an evolutionary process of building trust.

## **1.0: COMMITMENT TO WORK COOPERATIVELY ON THE PROCESS OF CHANGE**

- 1.1 The parties agree to work cooperatively on the process of change in the workplace. It is understood that joint involvement from the earliest possible stage is critical to achieving consensus on what needs to be done.
- 1.2 The parties agree the success of workplace change initiatives should be measured with the following indicators: safety, human resources, labour-management relations, quality, customer satisfaction, productivity and costs.
- 1.3 The parties recognize and agree that a strong union-management relationship is an essential ingredient for the continuous improvement of the Vancouver Operation. This relationship facilitates direction-setting, policy and administration, and allows for flexible rules.

Within this context, the parties agree to address the following issues through joint committees or the established Union-Management Committee: planning for operational changes, human resource planning (e.g., manpower forecasting based on projected volume, training plans), and new technology.

- 1.4 The parties agree to maintain an environment of continuous dialogue on all issues affecting the overall effectiveness and competitiveness of the Vancouver Operation.

## **2.0: UNION-MANAGEMENT RELATIONSHIP ENHANCEMENT**

### **2.1 Identification of Need to Change**

The parties recognize the impact of Union/Management relationship on the competitiveness of the Vancouver Operation. The parties are committed to continuously improving this relationship and as such, ensuring the viability of the operation.

### **2.2 Effectiveness of Union-Management Committee Meetings**

The parties agree to the following in the context of continuously improving Union-Management meeting effectiveness:

- (i) **attendees** to include the three person Union Plant Committee; Brewery Manager, Human Resources Manager, Packaging Manager(s) and Brewmaster. Guests will be issue driven and agreed to in advance of the scheduled meeting;
- (ii) **meeting frequency** to be at least monthly;
- (iii) **agenda** for meeting to be established jointly and to be finalized prior to the scheduled meeting;
- (iv) indicated action items and prior meeting minutes to be reviewed at the beginning of the meeting as a **follow-up exercise**;
- (v) **minutes** and indicated action items to be prepared and jointly reviewed. A copy of the minutes will be posted in the various bulletin boards for information purposes; and
- (vi) group or individual training on meeting effectiveness will be made available on a request basis and may include topics such as: problem-solving; presentation and listening skills. Other training courses can be provided as deemed appropriate.

### **3.0: INITIATIVES TO INCREASE THE LEVEL OF EMPLOYEE INVOLVEMENT**

#### **3.1 Employee Participation and Training**

The Union/Management Committee, with participation by other Plant and Staff employees, will continuously develop, implement, monitor and improve:

- (i) employee participation processes (crews, project teams, job re-design, information exchange, training activities, and engineering projects);
- (ii) employee training plans to ensure employees are provided with the skills to fulfil the requirements of their changing roles (Trades skills upgrades, training for process quality control and soft maintenance by Operators, new equipment training, cross-training to enhance operational flexibility, educational upgrade, teamwork & communication **skills** training, etc.)

When necessary, the Union/Management Committee will select the appropriate external resources as required to assist in the development and implementation of a strategic plan to achieve broader employee

involvement, improved communication and increased employee training. The Company will pay the full cost of such external resources.

### **3.2 Establishment of Employee Involvement Gainsharing Plan Committee**

The Union/Management Committee will select individuals (from the Plant and Staff employees) who will form the Gainsharing Plan Design Committee. The target date for implementation of the Gainsharing Plan is August 1, 1997. However in the event success is achieved earlier than anticipated, the commencement of the Gainsharing Plan can be accelerated to a mutually agreed upon date.

### **3.3 Employee Involvement Gainsharing Plan**

The Company and Union commit to have an Employee Involvement Gainsharing Plan developed by July 31, 1997 for implementation on August 1, 1997 unless agreed otherwise in 3.2 above.

The role of the Employee Involvement Gainsharing Plan Committee will be to participate in plan design discussions, recommend objectives, targets and measures, communicate the Plan to participants and monitor actual results.

The Plan will be designed to ensure continuous improvement of the Vancouver Operation's results, and may be re-designed for the start of any new fiscal year.

The payouts will be made quarterly to each eligible employee by separate cheque.

All objectives, targets, and measures, once put together by the Employee Involvement Gainsharing Plan Committee, will be presented to the Management for approval.

## **4.0 CREWS**

The parties agree that the existing crew structure should be continued and improved as a communication process.

The parties understand that crew meetings will be positively affected by the organization development framework in 2.0 and 3.0. In the interim, the crew communication structure will be continued in all departments of the Vancouver Operation.

4.1 Employees are organized into crews based on the natural work groups within the operation. A crew will consist of bargaining unit employees

in designated work areas and may have the following supporting resources:

- (i) maintenance;
- (ii) shift engineers;
- (iii) quality control staff; and
- (iv) supervision.

Additional supporting resources will be provided as required.

4.2 The following work areas have been designated as natural process boundaries for crews:

- (i) Brewhouse;
- (ii) Fermentation;
- (iii) Filtration;
- (iv) Racking;
- (v) Can Line;
- (vi) Bottling Line - Depalletizer to Filler;
- (vii) Bottling Line - Pasteurizer to Palletizer;
- (viii) Clean-up crew;
- (ix) Shipping/Receiving;

4.3 The role of the crews will be as follows:

- (i) to meaningfully participate in the decisions which affect them (e.g., equipment modifications, training, new procedures);
- (ii) to develop and maintain a high level of technical and team skills;
- (iii) to assist in training other employees;
- (iv) to set measurable performance goals with a view to continuously improving results;
- (v) to review actual results versus performance targets/goals; and
- (vi) to actively seek improvements and to develop action plans for implementation.

It is anticipated that the Union/Management Committee will facilitate the evolution of the crew framework into a broader employee participation process over a reasonable period of time. It is understood that the development of these teams or CREWS will take place through the formation of natural functional groups and they will evolve to more cross-functional communications and processes.



It is also understood that there will be a growing demand for training to maximize the effectiveness of the crews and the Union/Management Committee will address the best use of the training resources.

## **5.0 JOBRE-DESIGN**

The parties agree that increasing the involvement of employees in quality control (product and materials) and soft maintenance of equipment by providing the necessary training and certification will benefit the overall operation of the Vancouver Brewery.

The parties agree that training plans and resources should be developed to ensure Operators assume Process Quality Control responsibilities as soon as practicably possible.

The parties also agree that **Soft** Maintenance by Operators would be developed and implemented.

### **5.1 Process Quality Control by Operators**

5.1.1 The Company will provide in-house training on Process Quality Control for Operators in all departments, as required for the various jobs. **As** examples, Process Quality Control (tests and necessary action to correct) may include: dissolved oxygen; CO<sub>2</sub>; fill levels; torques; caustic carry-over; titration; PU measurements; gravities; water tests; temperatures; haze; in-coming materials; and full goods inspections.

5.1.2 Employees who successfully complete the in-house training and demonstrate the application of the new skills will be certified as qualified "Process Quality Control" Operators. The application of new skills will be determined by written and/or practical tests. **A** training record will be maintained where the trainer(s) and trainee will note and acknowledge the nature of the training and certification.

5.1.3 In the event an individual, who is newly posted, is unsuccessful in obtaining his/her certification after the initial training, the Company, Union and individual employee will meet to develop a specific re-training plan. If the developed re-training plan is unsuccessful in assisting the employee achieve his/her certification by a date mutually agreed between the Company and the Union, the employee may be returned to their previous posting.

- 5.1.4 It is understood that, in addition to current job skills, Process Quality Control certification will be given to Operators. The Company will provide training to an individual awarded with a posting under Article III, section 4, Senior Preference for Advancement Procedure, in order that the employee has the opportunity to obtain his/her certification. The Union/Management Committee will establish a reasonable deadline for attainment of certification.
- 5.1.5 It is understood that the Company intends to establish quality problem-solving meetings to address specific concerns and Operators who hold their Process Quality Control certification will actively participate in these meetings.
- 5.1.6 The Union/Management Committee will participate in the continued development, implementation and monitoring of job re-design training for Process Quality Control.

## **5.2 Soft Maintenance by Operators**

- 5.2.1 The Company will provide in-house training on Soft Maintenance for posted Operators in **all** departments, as required for the various jobs. As examples, Soft Maintenance may include: set-ups; change-overs; some component replacement; lubrication; preventative maintenance inspection, and adjustments. It is understood that the trades personnel will assist in the development, instruction and certification of Soft Maintenance skills.
- 5.2.2 Employees who successfully complete the in-house training and demonstrate the application of the new skills will be certified as qualified "Soft Maintenance" Operators. The application of new skills will be determined by written and/or practical tests. A training record will be maintained where the trainer(s) and trainee will note and acknowledge the nature of the training and certification.
- 5.2.3 In the event an individual, who is newly posted, is unsuccessful in obtaining his/her certification after the initial training, the Company, Union and individual employee will meet to develop a specific re-training plan. If the developed re-training plan is unsuccessful in assisting the employee achieve his/her certi-

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fication by a date mutually agreed between the Company and the Union, the employee may be returned to their previous posting.

- 5.2.4 It is understood that, in addition to current job skills, Soft Maintenance certification will be to Operators. The Company will provide training to an individual awarded with a posting under Article III, section 4, Senior Preference for Advancement Procedure, in order that the employee has the opportunity to obtain his/her certification. The Union/Management Committee will establish a reasonable deadline for attainment of certification.
- 5.2.5 It is understood that the Company intends to schedule posted Operators who hold their Soft Maintenance certification to assist the Maintenance/Trades crew in overhauls of his/her equipment.
- 5.2.6 The Union/Management Committee will participate in the continued development, implementation and monitoring of job re-design training for Soft Maintenance.

**APPENDIX "E"**  
**SENIORITY LIST**

<u>STATUSEN#</u>	<u>EMPLOYEE</u>	<u>SENIORITY DATE</u>	<u>NOTE</u>
	1 NYSCHUK, JOHN	DECEMBER 3, 1968	
	2 MCLEAN, GARRY (O)	MARCH 24, 1969	
	3 JACOBSEN, GLEN	MAY 26, 1969	
	4 ANDERSON, BRUCE	JUNE 5, 1969	
	5 HARCOURT, RICK	SEPTEMBER 18, 1968	
	6 MORSON, ED	OCTOBER 29, 1970	
	7 CANTARUTTI, LARRY	OCTOBER 5, 1970	
	8 SAFIANUK, PAT	JUNE 19, 1972	
	9 VALEN, FRANK	JUNE 20, 1972	
LTD	10 MURDOCK, RANDY	FEBRUARY 26, 1973	
	11 ELLIOTT, BOB	OCTOBER 27, 1970	
	12 JOY, KEITH (O)	OCTOBER 27, 1970	
	13 MCLACHLAN, DAVE	JUNE 11, 1973	
	14 DUTHIE, JIM	NOVEMBER 9, 1970	

LTD	15	HO, HENRY	JUNE 12, 1973
	16	KOBETITCH, W.	NOVEMBER 9, 1970
	17	VOHALIS, NICK	MARCH 20, 1974
	18	PAYNE, BILL	JANUARY 26, 1971
	19	MIHIC, JOHN	FEBRRUARY 11, 1971
	20	TOTH, JOHN (M)	MARCH 15, 1971
	21	LIPP, BOB	APRIL 13, 1971
	22	YEE, STEPHEN	JULY 30, 1974
	23	JANG, DAVID	JULY 31, 1974
	24	BRKIC, FRANK	SEPTEMBER 5, 1974
	25	MCMENEMY, RICK	SEPTEMBER 13, 1972
	26	BRKICH, FRANK	DECEMBER 7, 1974
	27	BALNEAVES, DAVE	APRIL 24, 1973
	28	SMITH, MIKE	OCTOBER 10, 1975
	29	PANTIORAS, CHRIS (O)	SEPTEMBER 18, 1973
	30	PANTIORAS, JOHN	SEPTEMBER 18, 1973
	31	GILLESPIE, ED	APRIL 22, 1974
	32	OVINGTON, ROY	APRIL 21, 1976
	33	ATCHISON, DOUG	JUNE 19, 1974
	34	BAILLIE, GARY	APRIL 28, 1976
	35	CATENACCIO, BEN	JUNE 19, 1974
	36	BARBEAU, FRANK	APRIL 28, 1976
	37	LIVESEY, RAY	APRIL 28, 1976
	38	YEE, JOE	JUNE 19, 1974
	39	STUART, COLIN	APRIL 28, 1976
	40	TAM, LANCE	MAY 20, 1975
	41	THOMPSON, GREG	JULY 15, 1976
	42	SANDHER, MO	JULY 16, 1976
	43	FOSTER, PAT	AUGUST 3, 1977
	44	WHITEHOUSE, ROY	APRIL 12, 1976
	45	DOYON, TOM	APRIL 28, 1976
	46	THOMSON, ROD	MAY 31, 1976
	47	SINGH, MO	AUGUST 15, 1977
	48	DRAGAN, PETE	JULY 5, 1976
	49	ZUBKO, WALLY	AUGUST 23, 1977
	50	GIBSON, ANDY	MARCH 9, 1978
	51	HOLOWENKO, LARRY (U)	JULY 12, 1976
	52	BONIFACIO, STEVE	SEPTEMBER 1, 1978

LTD	53	GONEK, BRIAN	JULY 16, 1976
	54	SMITH, BERT	SEPTEMBER 8, 1978
	55	KNOX, DARREL	DECEMBER 14, 1976
	56	SIMMONS, ART	DECEMBER 14, 1976
	57	KNELLER, DARRELL (M)	SEPTEMBER 11, 1978
	58	HONG, KAY (M)	OCTOBER 18, 1978
	59	KAN, BILL	FEBRUARY 21, 1977
	60	SAMI, KAND	FEBRUARY 27, 1977
	61	GILL, NIRMAL	APRIL 15, 1977
	62	GILL, IQBAL	APRIL 9, 1979
	63	SEKHON, GAJINDER	JUNE 20, 1977
LTD	64	MORRIS, FRED	APRIL 9, 1979
	65	BJERRISGAARD, ALAN	APRIL 17, 1979
	66	WITWICKI, GLEN	JUNE 24, 1977
	67	PUCHMAYR, CHUCK	JUNE 27, 1977
	68	BROZER, DALE	MAY 18, 1979
	69	SIHOTA, PAT	JULY 8, 1977
	70	MERCER, GARY (M)	MAY 23, 1979
	71	VANCE, ROY	AUGUST 3, 1977
	72	CROWE, ART (M)	MAY 18, 1979
	73	BERRINGTON, VERN	AUGUST 4, 1977
	74	TUOMI, JIM	MAY 28, 1979
	75	DREW, DENNIS	SEPTEMBER 13, 1977
	76	AHVENUS, MARK	JUNE 28, 1979
	77	PRICE, RALPH	SEPTEMBER 13, 1977
	78	WARD, DAVE	SEPTEMBER 13, 1977
	79	WILSON, TERRY	SEPTEMBER 13, 1977
	80	MURPHY, GREG	JULY 13, 1979
	81	JOHNSON, DAVE	SEPTEMBER 14, 1977
	82	DONATIELLO, PETER	JULY 17, 1979
	83	WILLMORE, MIKE	SEPTEMBER 15, 1977
	84	RASMUSSEN, JACK	DECEMBER 28, 1977
LTD	85	VIANI, GINO	AUGUST 24, 1979
	86	JAMES, JEFF (M)	DECEMBER 18, 1978
	87	BROWN, JIM	SEPTEMBER 4, 1979
	88	HINCHBERGER, LAURIE	SEPTEMBER 4, 1979
	89	MACDONALD, DAN	JANUARY 2, 1979
	90	COONEY, MIKE	APRIL 9, 1979

91	MAGGIO, JOE	SEPTEMBER 4, 1979
92	DUPLEY, MIKE	APRIL 17, 1979
93	WADDINGTON, MICHELE	JUNE 18, 1979
94	CHRYSLER, MIKE	SEPTEMBER 13, 1979
95	PARNELL, DOREEN	JULY 24, 1979
96	BRKIC, MARIA	AUGUST 9, 1979
97	CAWTHRA, LYLE	SEPTEMBER 17, 1979
98	PANTIORAS, NICK	AUGUST 9, 1979
99	STERLINGER, KURT (M)	DECEMBER 12, 1979
100	HOWARD, MIKE	SEPTEMBER 16, 1979
101	LINDSAY, JIM (M)	FEBRUARY 11, 1980
102	HOWARD, LAVINA	APRIL 21, 1980
103	HOLDEN, TOM (M)	MAY 20, 1980
104	LAM, SAM	MARCH 26, 1980
105	WYNESS, PAT (M)	JANUARY 5, 1981
106	PARMAR, MEHAR	MARCH 31, 1980
107	SHARHON, GARY	MARCH 31, 1980
108	PIDERMAN, KEN	APRIL 3, 1980
109	REDICAN, TOM (M)	JANUARY 4, 1982
110	FEBNAN, BOB (M)	FEBRUARY 27, 1984
111	MAGGIO, MIKE	APRIL 16, 1980
112	JONES, ROGER (M)	FEBRUARY 27, 1984
113	HRECHKA, DWANE (E)	AUGUST 30, 1988
114	PERRI, LOUIS	APRIL 23, 1980
115	CAWTHRA, STEVE	APRIL 24, 1980
116	MCCLENAHAN, ROBB	MAY 5, 1980
117	MOULDS, DERREK (M)	MAY 7, 1980
118	PURNELL, BILL	MAY 9, 1980
119	RICCI, ROB	MAY 12, 1980
120	SEATON, ALEX	MAY 13, 1980
121	ERMER, MARTY	MAY 27, 1980
122	GAJAUSKY, GERALD	MAY 27, 1980
123	PATEL, DILIP	JULY 14, 1980
124	REID, IAN (M)	OCTOBER 26, 1980
125	JIWANPURI, SOHAN	MAY 28, 1986
126	RICCI, GRANT	JUNE 4, 1986
127	STEEN, ALICE	MAY 28, 1986
128	STASIC, JOE	MAY 28, 1986

	129	CROWDER, DON	JUNE 6, 1986	
	130	FANNING, BRIAN	JUNE 9, 1986	
	131	PATERSON, JAMES	JUNE 9, 1986	
	132	McNALLY, DON	JULY 3, 1986	
	133	KERR, JIM	JULY 7, 1986	
*	134	DUMONT, MAVIS	JULY 13, 1987	L.O.U.#3
*	135	SHIELS, PATTI	JULY 13, 1987	L.O.U.#3
*	136	CACIC, PAUL	MAY 30, 1988	L.O.U.#3
*LTD	137	LUKEY, DARLENE	JUNE 6, 1987	L.O.U.#3
*	138	SBRAGIA, MARIO	JUNE 28, 1988	L.O.U.#3
	139	STEWART, DENNIS (E)	OCTOBER 29, 1990	
	140	BROWN, BRUCE (E)	NOVEMBER 1, 1990	
	141	CHIU, DANNY (E)	NOVEMBER 5, 1990	
	142	MACDONALD, ROSS (E)	NOVEMBER 13, 1990	
	143	TELEK, JOE (M)	MAY 19, 1992	
	144	KATTLUS, JIM (M)	JULY 27, 1992	
	145	BOUCHAL, GEORGE (M)	JULY 27, 1992	
*	146	JONES, SUSAN	JULY 28, 1992	L.O.U.#3
*	147	ATHWAL, RANJIT	JULY 30, 1992	L.O.U.#3
*	148	TIELENS, PETER	JULY 30, 1992	L.O.U.#3
	149	BERDUSCO, DON (E)	MARCH 2, 1994	
	150	MANN, MARK	AUGUST 30, 1994	
	151	MACKENZIE, BRIAN (E)	MAY 13, 1996	
	152	TAYLOR, BILL (M)	MAY 15, 1996	
**	153	WILLIAMS, KEN (M) ***	MAY 15, 1996	
*	154	VONDRA, MIROSLAV (E)	MAY 15, 1996	L.O.U.#3
**	155	BARKER, JOHN (M)	MAY 15, 1996	
**	156	KOZIK, AERON ***	MAY 24, 1996	
**	157	MCDONALD, JULIE	MAY 24, 1996	
**	158	SUNDBERG, RAINER	MAY 24, 1996	
**	159	GRSKOVICH, NICK	MAY 24, 1996	
**	160	PETKOV, MARIN (M)	MAY 24, 1996	
**	161	DERHOUSOFF, ART	MAY 29, 1996	
**	162	YEE, MARTIN ***	MAY 29, 1996	
**	163	ARMIT, LAWRENCE	MAY 29, 1996	
**	164	EPP, RON ***	MAY 29, 1996	
*	165	LONDON, CRAIG (E)	FEBRUARY 3, 1997	L.O.U.#3
**	166	MCARTHUR, DON	MAY 23, 1997	

**	167	BOURDIN, DON	MAY 23, 1997	
**	168	BOUCHER, FRED	MAY 23, 1997	
**	169	HUESMANN, HEINZ	MAY 23, 1997	
**	170	CONDIT, COLIN	MAY 23, 1997	
**	171	EGGLI, MARK	JUNE 11, 1997	
**	172	PEARSON, DOUG	APRIL 6, 2000	
**	173	CORDINGLEY, BRIAN	APRIL 6, 2000	
**	174	WEISER, PAMELA	APRIL 14, 2000	
**	175	ZABALETA, PETER (M)	MAY 29, 2000	
**	176	PEEK-PHILPOTT, ROD (M)	MAY 8, 2000	
**	177	BARROWS, COLIN (M)	MAY 8, 2000	
*	178	ROLLICK, RANDALL (E)	MAY 29, 2000	L.O.U.#3
**	179	SATNAM, NAHAL	MAY 22, 2002	
**	180	LUDWIG, GAIL	MAY 22, 2002	
**	181	SCHREIBER, RANDY	MAY 22, 2002	
**	182	SHYLYK, MARK	MAY 22, 2002	
**	183	NAKAMURA, LESLIE	JUNE 20, 2002	

\* Not eligible for GWP

\*\* Seasonal Employee

### **LETTER OF UNDERSTANDING #1**

#### **RE: WI AND WCB ADVANCES**

This letter is written pursuant to Section 10 of the Memorandum of Agreement signed on September 19, 1980 and provides for the following procedure with respect to Weekly Indemnity Claims and WCB Claims:

In certain cases where it is beyond the control of the employee, a claim which has been approved and the payment of such claim is delayed, the Company will, upon the request of the affected employee give consideration to the advancement of moneys pending the commencement of claim payments. Repayment of such advance will be effected immediately upon commencement of the claim payments.



## LETTER OF UNDERSTANDING #2

### RE: RELIEF POSTINGS AND SHIFT CHANGES

The following issues were discussed during negotiations and are mutually agreed between the parties:

#### 1. Relief Posting

In the case of a relief posting as set out under Article 3, Section 4, Step 1(b), the employee shall have up to a ten (10) day trial period to advise the Company of his wish to withdraw from his relief posting. Insofar as it is practicable the Company shall place the employee on his relief job for a period of ten (10) consecutive days.

#### 2. Shift Changes on Friday

The Company agrees to advise employees whose posted shift is changed on Friday and who are not at work on Friday due to vacation or banked time off of such change. In the event the Company is unable to contact the employee the Company shall endeavour to schedule an alternate employee able to perform the required work. If that is not practicable, the Company shall leave such changed schedule with personnel designated by the Company to whom employees can contact concerning confirmation of their shift times.

## LETTER OF UNDERSTANDING #3

### RE: GWP INELIGIBLE, REGULAR EMPLOYEE COMPLEMENT AND SEASONAL EMPLOYEES

#### L. Guaranteed Wage Plan (GWP) Ineligible Employees:

The following list of regular employees are entitled to all benefit entitlements with the exception of GWP:

1.	DUMONT, M	July 13, 1987
2.	SHIELS, P	July 13, 1987
3.	CACIC, P	May 30, 1988
4.	LUKEY, D	June 6, 1987
5.	SBRAGIA, M.	June 28, 1988
6.	JONES, S	July 28, 1992
7.	ATHWAL, R	July 30, 1992
8.	TIELENS, P	July 30, 1992
9.	VONDRA, M.	May 15, 1996

10. LONDON, C February 3, 1997  
11. ROLLICK, R May 29, 2000

Notwithstanding the eligibility provisions of the Guaranteed Wage Plan, it is hereby agreed by the parties that there will be no new additions to participation within the plan for the duration of the Collective Agreement.

## 2. Regular Employee Complement

The regular employee complement has been set at 125 active employees commencing with this collective agreement. This number may fluctuate in either direction for specific business reasons on the following basis:

- i) changes to volume
- ii) marketing initiatives
- iii) new technology
- iv) methods of operation

Changes to the regular employee complement must be discussed by the parties prior to setting the new regular employee complement. The company will provide the union with all applicable information for this process. The company and the union will meet annually on or before February 1st to establish this number.

If the company and the union cannot agree to the new regular employee complement, the parties will seek a mutual agreed upon third party to mediate/arbitrate the difference. The difference will have to be settled on or before March 15 each year. If unforeseen changes occur after the regular employee complement has been set and these changes would affect the original decision, either party will have the right to renegotiate the regular employee complement.

When the number of regular employees drops below 125 (or whatever other regular employee complement has been set at that time), Seasonal employees will have the opportunity to apply for the vacancy which will be awarded to the most senior applicant with the required skill set. (e.g. trades qualifications).

## 3. Seasonal Employees

There will be two groups of employees: Regular and Seasonal.

Seasonal employees are able to attain regular (benefit status) by the process described above in Regular Employee Complement or if the Company declares a vacancy.

Seasonal employees are entitled to the following benefits only:

1. An allowance of seventy-five dollars (\$75.00) will be paid annually to seasonal employees towards the purchase of one pair of safety shoes.
2. Seasonal employees who were enrolled in the benefit plans of any other brewery or BDL and who have been laid off from the unit due to lack of work shall be entitled to immediate coverage of MSP basic medical and MSA extended health plans in each month when at least one day in the month is worked.
3. The Company agrees to provide all Seasonal Employees who are on the seniority list at the time of ratification and after with two (2) pair of pants and two (2) shirts per year. If requested, an option of choosing coveralls will be accommodated.
4. Upon completion of thirty (30) days worked, seasonal employees shall be entitled to
  - MSP 50% for family, couple, singles coverage
  - Dental 50% of basic coverage to a maximum of \$600 per calendar yearCoverage will continue providing the seasonal employee works one day a month.
5. Bereavement Pay as per Article 11, Section 1 in the collective agreement.
6. Pension benefits in accordance with Appendix B, once the eligibility conditions set out in Appendix B for becoming a member of the pension plan are satisfied as per the British Columbia Pension Standards Act.
7. Seasonal Trades shall receive the Trade's classification rate in accordance with the Collective Agreement.
8. Seasonal Maintenance employees will be entitled to a pro-rated tool allowance based on days worked from January 1 to December 31. The Maintenance employee will be paid this allowance upon resignation, lay-off or by January 15th of the following year if he continues to work. This will be done on an annual basis for the duration of the collective agreement.

Seasonal employees will be removed from the Seasonal seniority list under the following circumstances:

1. Transferred to the Regular seniority list through a vacancy
2. Resignation
3. Termination for cause
4. If laid off for a period of six (6) consecutive months
5. The Three Strike Rule

#### **LETTER OF UNDERSTANDING #4**

##### **RE: UNIFORMS**

The Union and the Company have entered into an agreement that will provide uniforms for all Regular employees who are actively working at the Vancouver brewery.

- 1) Regular employees will be provided a minimum of 4 sets of uniforms per year.
- 2) For those Regular Employees who clean their own uniforms, the Company will pay an allowance of \$100 annually.
- 3) Current practice for employees who require coveralls will continue. Coveralls may be issued in lieu of uniforms.
- 4) The Company will supply a vest or jacket to any regular member who has to work in a non-heated area of the brewery. It is anticipated that a vest or jacket would only be replaced for unusual circumstances.

The foregoing is provided on the understanding that each employee will wear his/her uniform while at work.

#### **LETTER OF UNDERSTANDING #5**

##### **RE: STATUTORY HOLIDAY ELIGIBILITY FOR "CERTAIN" EMPLOYEES ON G.W.P.**

THIS LETTER IS INTENDED TO SUPPLEMENT THE MOLSON BREWERIES - LOCAL 300 ARBITRATION RE: ELIGIBILITY FOR STATUTORY HOLIDAY PAY WHILE ON G.W.P. (KELLEHER, OCTOBER 18/85) ONLY AS FOLLOWS:

An employee who would normally qualify for G.W.P. benefits under the G.W.P. as described in Appendix "C" shall receive Statutory Holiday pay at

his current pay rate provided the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed, and the employee has not been absent without permission on the last work day scheduled for him immediately prior to the day on which the said holiday is observed and the first work day scheduled for him immediately after the day on which the said holiday is observed.

An employee will not necessarily be deemed to be absent without permission if by reason of illness he is unable to report for work and has so advised his supervisor on the last work day scheduled for him immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately thereafter. Before deciding whether to pay for such holiday, the company may require a medical certification supporting the absence which it considers satisfactory.

Notwithstanding the foregoing, an employee may receive his Statutory Holiday pay prior to working the day after the Statutory Holiday.

## **LETTER OF UNDERSTANDING #6**

### **R E DEFERRED RETIREMENT**

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

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

4. No contribution to the Pension Plan will be made after the employee has reached his normal retirement date and no service shall be credited after the aforementioned date.
5. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.
6. An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since his normal retirement date.
7. An employee who continues in the employ of the Company after his normal retirement date, as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.

#### **LETTER OF UNDERSTANDING #7**

##### **R E DAY SHIFT FOR PLANT COMMITTEE**

It is hereby agreed that the Company will assign the Plant Chairman to day shift work. It is also agreed that regular day shift work for up to two (2) plant committee members is subject to the following:

1. Provided it is practicable and can be accommodated at no extra operational cost to the department concerned, and;
2. Such requests do not result in counterproductive effects or complaints and grievances from employees who may be required to increase their shift work as a result.

Notwithstanding the foregoing, the provisions within this letter with respect to the two non chairmen positions may be cancelled by either party upon sixty (60) days written notice.

#### **LETTER OF UNDERSTANDING #8**

##### **RE: UNION BUSINESS**

It has been agreed between the parties that the Company will grant to the Plant Committee upon one week's written request, one (1) day off in any week to be used in connection with the administration of this Collective Agreement and such days are to be scheduled by mutual agreement with the Company up to a maximum of twenty-four (24) days per calendar year in

Year 1 and 2 of this agreement and twenty-seven (27) days per calendar year in Year 3 and Year 4 of this Collective Agreement and will be fully paid by the Company. Said days will be divided equally among the 3 person Plant Committee.

### **LETTER OF UNDERSTANDING #9**

#### **RE: EMPLOYEE/FAMILY ASSISTANCE PROGRAMME**

This will confirm the understanding of the parties reached during the 1991 negotiations regarding the formation of an Advisory Committee for the Employee/Family Assistance Programme. The programme provides confidential assistance to employees and their immediate family members in helping them resolve problems that might affect their personal lives or their ability to function effectively on the job. The advisory Committee is established to provide assistance to the Company in developing the terms of reference for the programme, developing employee orientation and information materials and to provide feedback and suggestions to the Company on how to improve the service offered by the programme.

Details of the Employee/Family Assistance Programme are outlined in a policy document mutually endorsed by the Union and the Company.

### **LETTER OF UNDERSTANDING #10**

#### **RE: JOB POSTINGS**

1. (a) Employees awarded one of the following job postings after April 20, 1988 shall be considered not available to accept relief posting assignments.
  - Posted First Aid Attendants
  - Brewers
  - Cellarmen
  - Tradesmen
  - Lead Hands
  - Relief Crew
  
  - Filler Operators (Except in Packaging)
  - Labeller Operators (Except in Packaging)

- (b) Notwithstanding the foregoing, nothing in this letter shall be construed as limiting the Company's right under the job posting provisions of Article 3, Section 4 of the Collective Agreement.
2. Job postings will be reviewed October 15th and March 15th with the Plant Committee.

**LETTER OF UNDERSTANDING #11**  
**RE: APPRENTICESHIP PROGRAM**

The Company agrees to commence an apprenticeship program in the Maintenance Department.

Immediately following ratification of this collective agreement, the Company and Union will review the Brewery's future needs to establish the number and type of apprentices required for the duration of the Collective Agreement.

Further to this, the following will outline **Apprentice Seniority**:

This will confirm the placement on the Maintenance seniority list of those employees enrolled in the Apprenticeship Program. It is understood that this understanding overrides the provisions of the collective agreement. This is done without prejudice in order to facilitate the Apprenticeship Training Program.

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

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

The terms and conditions of the Apprenticeship Program are outlined in the Internal Apprenticeship Program document dated June 5, 2002 and signed by management for the Vancouver Brewery.

Unless specified in this letter, all other terms and conditions of the Collective Agreement shall apply.



## LETTER OF UNDERSTANDING #12

### R E WEEKEND WORK FORCE

The parties agree that it is in their mutual interest to ensure that the Vancouver Brewery attains the highest level of production required to maximize our ability to meet our customers' needs.

To this end, the following understanding is entered into.

The signing of this Letter of Understanding shall supersede certain provisions of the current collective agreement only as they apply to employees working on the week-end work force. (W.W.F.).

#### 1. Hours of Work

- (a) Operations: The normal hours of work for Operations employees assigned to the WWF will be twenty-four (24) hours: twelve (12) hours per day on Saturday and Sunday.

Benefit service employees assigned to WWF will be credited with 40 hours worked for provision of the current collective agreement with respect to:

- i) Pension Plan
- ii) GWP

For each twenty-four (24) hours actually worked on the WWF.

- (b) Maintenance: The normal hours of work for Maintenance employees assigned to the WWF will be thirty-two (32) hours: twelve (12) hours per day on Saturday and Sunday, plus one (1) additional eight (8) hour day, either Friday or Monday. Management retains the right to determine the Friday and Monday assignments.

Benefit service employees assigned to WWF will be credited with 40 hours worked for provision of the current collective agreement with respect to:

- iii) Pension Plan
- iv) GWP

For each thirty-two (32) hours actually worked on the WWF.

## 2. **Staffing**

The Company will post a notice in each affected department and solicit the names of those benefit service employees who wish to be considered for the W.W.F. Management agrees to backfill all positions vacated in order to fill the W.W.F. postings.

When considering applications, the qualifications of the applicant shall be given primary consideration. If there is any choice between two or more applicants having sufficient qualifications, the most senior applicant shall be given the position on the W.W.F.. If the required skill sets are not present on the W.W.F., the Company can schedule the most junior employee(s) to work the W.W.F. schedule. Employees assigned to the W.W.F. will be replaced on the conventional schedule (5 days eight hour shift schedule) by the appropriate relief individual.

Once selected, all benefit service employees will remain on the W.W.F. for the duration of the period required, up to a maximum of six (6) months.

Notwithstanding the above, any employee may be removed from the W.W.F. for reasons of ill health or cause.

In the event the W.W.F. is discontinued, temporarily or permanently, employees will return to their previous posted jobs and the relief employees will be re-assigned accordingly.

## 3. **Vacation**

Benefit service employees working on the W.W.F. shall be allowed to take vacation during the effective period of the W.W.F. schedule, as per the collective agreement nor more than 14 % of the benefit service employees on the W.W.F. will be allowed on vacation at the same time.

An employee who is scheduled off on vacation will have his vacation entitlement reduced by forty (40) hours.

## 4. **Sick Pay**

Operations employees on WWF will be paid under the sick leave plan for qualified absence due to illness or non-occupational accident, according to the number of hours missed at 1.54 times the straight time hourly wage. For instance, an employee who is absent for a twelve (12) hour shift will have his sick bank entitlement reduced by 18.5 hours.

Maintenance employees on WWF will be paid under the sick leave plan for qualified absence due to illness or non-occupational accident, according to the number of hours missed at 1.41 times the straight time hourly wage. For instance an employee who is absent for a twelve (12) hour shift will have his sick bank entitlement reduced by 16.9 hours

An eligible employee on the W.W.F. who is absent due to sickness or non-occupational accident will be paid under the weekly indemnity plan after a waiting period of two (2) consecutive scheduled twelve (12) hour shifts.

If an Operations benefit service employee becomes so ill that he cannot complete his shift after reporting for work in good health, he will be sent home and paid for the balance of his shift at 1.54 times his straight time hourly rate. Such time paid will be deducted from his sick leave entitlement.

If a Maintenance benefit service employee becomes so ill that he cannot complete his shift after reporting for work in good health, he will be sent home and paid for the balance of his shift at 1.41 times his straight time hourly rate. Such time paid will be deducted from his sick leave entitlement.

#### **5. Bereavement**

Bereavement leave will be paid at the straight time hourly rate, up to a maximum of twenty-four (24) hours. Employees can draw on their vacation entitlement to 'top up' to 37 hours paid for Operations and 45 hours paid for Maintenance.

#### **6. Statutory Holidays**

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

#### **7. Compensation**

Operations Employees working on WWF will be paid at the rate of 1.54 times the straight time hourly wage rate for all scheduled hours worked to a maximum of thirty-seven (37) hours pay per week.

Maintenance Employees working on WWF will be paid at the rate of 1.41 times the straight time hourly wage rate for all scheduled hours worked to a maximum of forty-five (45) hours pay per week.

**8. Paid Break Period**

There shall be three fifteen (15) minute breaks and a thirty (30) minute lunch break in each twelve (12) hour shift. The regular eight (8) hour shift will remain at the normal two fifteen (15) minute breaks and a thirty (30) minute lunch break.

**9. Implementation**

The Company will provide a minimum of three (3) weeks written notice of its intention to work employees on the W.W.F. or to return to a conventional eight (8) hour shift schedule. Employees scheduled to commence work on W.W.F. will have the option to work the week prior or after the completion of the W.W.F. For Brewing and Packaging employees this must be operationally feasible.

**LETTER OF UNDERSTANDING #13**

**RE: OVER THIRTY OPTION - SPECIAL RETIREMENTS**

It is understood and agreed between the parties that the enhanced pension benefits negotiated in this Article are based on and in lieu of wage increases in the third year of this Collective Agreement. This Letter of Understanding sets out a special bonus payable outside of the pension plan applicable to certain employees who will have greater than 30 years of pensionable service and who will retire between the ages of **55** and 60.

An employee who has attained age 55 and retires on or before his/her 60th birthday, will be eligible for a cash bonus of \$5,000 for each year of pensionable service in excess of 30 years. The bonus will be prorated for partial years of pensionable service and will be paid upon retirement. An employee terminating prior to age **55** or retiring after his/her 60th birthday will not be eligible for any part of this bonus. Any new employees achieving benefit status (Member) after the date of ratification of this Collective Agreement will not be eligible for this bonus.

**LETTER OF UNDERSTANDING #14**

**RE: CONTRACTING OUT**

- 1) The Company agrees that, subject to the provisions set out herein, it will not contract out any work that:

- a) Will result in the termination, layoff, or reduction in work to regular Maintenance Employees;
  - b) is maintenance work that could be performed by any Maintenance Employee with a right of recall.
  - c) Local 300 Maintenance Personnel will continue to do maintenance as defined in the attached document.
- 2) The Company shall be entitled to contract out work provided that it has met the requirements of subsection 1 above, and it meets the following conditions:
- a) the work is necessary because of emergency conditions; or
  - b) the work is of such a technical nature that the current regular maintenance employees in the bargaining unit or maintenance employees with a right of recall do not possess the necessary skills and qualifications to perform the work.
  - c) the work that has been discussed or reviewed by the Joint Contracting Out Committee referred to in Section 3.
- 3) Notwithstanding the Company's right to contract out work as set forth herein, the parties agree to establish a Joint Contracting Out Committee which will meet monthly, comprised of equal representatives of the Company and the Plant Committee (a minimum of 2 from each party) for the purpose of discussing the Company's proposed contracts with a goal of ensuring they are done in a cost effective manner, first class workmanship, and in a timely fashion. The Committee members who will sign off and subsequently have them signed by the Brewery Manager will keep all minutes. The Company and Plant Committee agree to jointly work together to monitor the amount of "contract work" within Molson Vancouver.
- 4) The Company agrees to continue its practice of utilizing only those contractors who are subject to a union collective bargaining agreement. The Joint Contracting Out Committee will discuss this process in lieu of it not being feasible from a cost, quality and time perspective. (Keeping in mind, the goal of the Employer is not to use Non-Union Contractors.)
- 5) All capital projects will normally be contracted out to the completion of the project.

- 6) Any dispute concerning the interpretation, application or alleged violation of this Letter of Understanding can be advanced immediately to Step 3 as a Policy Grievance pursuant to Article 10 of the Collective Agreement.

It is understood that both parties need to work co-operatively to ensure that the spirit and the full intent of this agreement is successful. Unless specified in this letter, all other terms and conditions of the Collective Agreement shall apply.

**Maintenance Work** - The repair and upkeep of existing equipment (bottle/can/racking lines, brewhouse) in accordance with current design specification to keep them in a safe, effective condition while meeting their intended purposes. The exception is where special technical expertise is required. Maintenance work can be classified into two categories:

**1. Proactive Maintenance**

1. Preventative Maintenance - Equipment inspection and non-destructive testing/vibration analysis to determine future repair needs and their urgency. Lubrication, minor adjustments and minor component replacement to prolong equipment life.
2. Scheduled Maintenance - Extensive major repair, rebuilds, overhauls, component change-overs which require advanced planning, lead-time to assemble materials, scheduling equipment shutdown to ensure availability of repair-facility space and allocation labour.

**2. Reactive Maintenance**

1. Unscheduled Repairs - Unscheduled non-emergency work of short duration. Work that can be accomplished within a required window.
2. Emergency Repairs - Immediate repairs needed as a result of failure or stoppage of critical equipment during a scheduled operating period. Imminent danger to personnel and extensive further equipment damage as well as substantial production loss will result if equipment is not repaired immediately. Scheduled work must be interrupted and overtime, if needed, would be authorized in order to perform emergency repairs.

Capital **Project Work** - Non-maintenance work authorized by a capital fund authorization which encompasses construction, installation, equipment relocation or modification of equipment, buildings, facilities, or utility services.

1. Construction - The creation of a new facility or the changing of the configuration or capacity of a building, facility or utility services.
2. Installation - The installation of new or rebuilt equipment or relocation of fixed equipment.

Equipment Modification - The major changing of an existing unit of equipment or a facility from original design specifications.

## LETTER OF UNDERSTANDING #15

### RE: ALTERNATIVE SHIFT SCHEDULES

During negotiations the parties discussed various shift schedules which would provide the Burrard Brewery with the capability of operating seven (7) days per week at a reasonable cost.

The parties selected the week-end work force (W.W.F.) schedule as the most appropriate for current needs in the maintenance department and the projected requirements in the brewing department. However, the parties recognize that this schedule is not competitive with the seven (7) consecutive day schedules at the Molson Edmonton operation.

Accordingly to ensure that the Burrard Brewery is not disadvantaged with respect to competing for volume or capital investment, the parties agree to jointly develop a continuous operation schedule covering seven (7) consecutive twenty-four (24) hour work days. The parties recognize that to be competitive with the Edmonton operation, the seven (7) day schedule must be competitive in terms of cost, operational effectiveness, and employee acceptance.

The parties will initiate the development of a competitive seven (7) consecutive twenty-four (24) hour work days upon notification that the Burrard Brewery is being considered for a volume assignment and/or capital investment. The parties recognize that the nature of the supply and capital planning processes will result in minimal notice to the parties. Accordingly, the parties agree it will be necessary to ensure they are prepared in advance of

receiving such notification. Further, it is agreed that the matter would be resolved within two (2) weeks of receiving notification.

The parties understand that if this matter cannot be satisfactorily resolved, it will negatively affect the brewery's ability to compete for the volume and/or capital.

### **LETTER OF UNDERSTANDING #16**

#### **RE: BREWERS' BREAK PERIODS**

During negotiations the parties discussed the operational difficulties and cost of providing relief for breaks in the Brewhouse when the Relief Brewer/Grain Handler is absent. The parties agreed that when the Relief Brewer/Grain Handler is absent, the Brewer will remain at the Brewer Panel for his breaks and will be compensated in accordance with the current practices.

### **LETTER OF UNDERSTANDING #17**

#### **RE: WORKFORCE REDUCTION PROGRAM**

All Regular employees over age 55 and under age 64 may elect to leave between September 1 and November 30, 2002. In addition, for the duration of this collective agreement, employees age 55 or older who achieve 85 points will have one month from this milestone to decide and voluntarily leave Molson to receive this payment.

Lump sum payment of \$ 40 000.

The number of employees allowed to leave during this collective agreement will be limited to twenty-two (22) in Operations and one (1) Mechanic. The number of Mechanics allowed to leave will be increased if Mr. Taylor or Mr. Telek returns to work during the life of the collective agreement, as long as the number of active regular mechanics does not fall below 16. Upon either gentleman's return to full-time work, the next eligible Mechanic who chooses to elect this option must do so within one month of the return to full time work date. No Electrician will be eligible for this program.

Employees who accept this package will not be eligible for future re-employment with Molson Canada.



**LETTER OF UNDERSTANDING #18**

**RE: SURVIVOR BENEFITS**

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On the death ~~of~~ an Active employee, *the* surviving spouse (and dependent children) will be provided with basic medical, hospital, major medical and dental coverage for 6 months following the month the active employee died.

On the death of a covered retiree, the surviving spouse (and dependent children) will be provided with basic medical, hospital, and major medical coverage for 1 month following the month the retiree died.

**LETTER OF UNDERSTANDING #19**

**RE: OUTSIDE CARRIERS**

Notwithstanding the provisions of Article 12, Section 1(a), the Company may use union and/or non-union common carriers for the purposes of delivery of new glass that is direct shipped from the supplier to the Vancouver Brewery for the term of this collective agreement, providing such shipments will not take any work away from Local 300.





# - 2002 -

JANUARY 2002							FEBRUARY 2002							MARCH 2002							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5							1	2							1
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15		
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22		
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																		31			

APRIL 2002							MAY 2002							JUNE 2002						
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14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28		
																		30		

JULY 2002							AUGUST 2002							SEPTEMBER 2002						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	
28	29	30	31				25	26	27	28	29	30	31	29	30					

OCTOBER 2002							NOVEMBER 2002							DECEMBER 2002						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

# - 2003 -

## JANUARY 2003

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

## FEBRUARY 2003

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

## MARCH 2003

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

## APRIL 2003

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

## MAY 2003

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

## JUNE 2003

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

## JULY 2003

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

## AUGUST 2003

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

## SEPTEMBER 2003

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

## OCTOBER 2003

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

## NOVEMBER 2003

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

## DECEMBER 2003

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

# - 2004 -

JANUARY 2004							FEBRUARY 2004							MARCH 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	
25	26	27	28	29	30	31	29	28	29	30	31									

APRIL 2004							MAY 2004							JUNE 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1				1	2	3	4
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	
25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30				
							30	31												

JULY 2004							AUGUST 2004							SEPTEMBER 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7					1	2	3
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30						

OCTOBER 2004							NOVEMBER 2004							DECEMBER 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	1	2	3	4	5	6				1	2	3			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31					
31																				

# - 2005 -

## JANUARY 2005

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

## FEBRUARY 2005

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

## MARCH 2005

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

## APRIL 2005

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

## MAY 2005

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

## JUNE 2005

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

## JULY 2005

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

## AUGUST 2005

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

## SEPTEMBER 2005

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

## OCTOBER 2005

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

## NOVEMBER 2005

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

## DECEMBER 2005

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

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**JANUARY 2006**

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

**FEBRUARY 2006**

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

**MARCH 2006**

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

**APRIL 2006**

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

**MAY 2006**

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

**JUNE 2006**

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

**JULY 2006**

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

**AUGUST 2006**

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

**SEPTEMBER 2006**

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

**OCTOBER 2006**

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

**NOVEMBER 2006**

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

**DECEMBER 2006**

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