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# COLLECTIVE AGREEMENT



**MOLSON BREWERIES**  
Toronto, Ontario

- and -

**UFCW**  
**TUAC**

**T.O.P.E. LOCAL UNION 400**  
of the  
**UNITED FOOD AND COMMERCIAL**  
**WORKERS INTERNATIONAL UNION**

**January 1, 1994 - December 31, 1996**

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**COLLECTIVE AGREEMENT**

THIS AGREEMENT MADE THIS 16 day of August, 1994.

BETWEEN:

**TECHNICAL, OFFICE AND PROFESSIONAL EMPLOYEES  
(T.O.P.E.) LOCAL UNION 400 OF THE UNITED FOOD AND  
COMMERCIAL WORKERS INTERNATIONAL UNION  
(hereinafter called the "Union")**

OF THE FIRST PART

- and -

**MOLSON BREWERIES (ETOBICOKE PLANT)**

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**            **PURPOSE**

- 1.01            The purpose of this agreement is to promote harmonious relations between the Company and its employees and to establish certain rules governing relations between them - the development of efficiency for the profitable operations of the Company's business - the working conditions and the welfare of its employees and - to facilitate the solution of such problems within the jurisdiction of this Agreement as may arise from time to time.
- 1.02            The Company and the Union agree to meet from time to time to discuss matters of mutual concern at the request of either party.
- 1.03            The designation s/he will be used throughout this agreement for purposes of conveying gender neutrality.

**ARTICLE 2**            **RECOGNITION**

- 2.01            The Union shall be the exclusive collective bargaining representative of all employees in the bargaining unit employed by the Company at 1 Carlingview Drive, Etobicoke, Ontario being all salaried office, clerical, kitchen employees, nurses and nursing assistants save and except Salesmen, hosts, hostesses, foremen, supervisors, persons above the rank of foreman or supervisor, confidential secretary to the general sales manager, secretary to the manager operations, secretary to the Personnel Supervisor, sales administrator, distribution co-ordinator, buyer, plant stewardess, students employed during the school vacation period, persons covered by subsisting collective agreements.
- 2.02            The Company may establish new classifications from time to time. Prior to the establishment of a new classification or reclassification of a current position, the Company agrees to advise and meet with the Union to discuss such change.

## **ARTICLE 3**

## **UNION SECURITY AND DEFINITIONS**

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

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

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

### 3.04 Definitions

There will be 3 classes of employees:

- (a) "Regular" employees - those employees who have successfully completed the prescribed probationary period as set out in this agreement.
- (b) "Probationary" employees - those who are undergoing a prescribed probationary period of three (3) months continuous satisfactory service with the Employer prior to becoming "Regular" employees.
- (c) All other employees will be classed as "temporary". It is recognized by the Union and the Employer that it is to the advantage of both parties to maintain as stable a regular staff as conditions will permit. It is agreed that employment of temporary employees will not cause the lay-off or displacement of its regular full-time employees. Students replacing or doing partial work done by Union shall pay Union Dues.

**ARTICLE 4**

**CHECK OFF**

- 4.01 The Company agrees to provide for the convenience of its employees, a check off arrangement which will permit the employees to have their regular dues deducted from their pay. The Company shall forward the amount so deducted to the Treasurer of the Local Union no later than the 10th day of the month following the date on which the dues deductions have been made, together with a list of the employees giving particulars of those whose employment has been terminated or who have been laid off since the previous list was forwarded.
- 4.02 Temporary, probationary and contract employees are subject to an irrevocable check off.

**ARTICLE 5**

**RIGHTS**

- 5.01 The Union agrees that the Company has the exclusive right:
- (a) to generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of its facilities and working places; the methods of operation; the schedules of operation; the kinds and locations of equipment, machines and materials to be used; the number and classification of employees required by the Company, at any place from time to time; and to maintain order and efficiency.
  - (b) to hire, discharge, classify, train, transfer, promote, demote, layoff, suspend or discipline employees; and to make, alter and amend rules of conduct, safety and procedures for employees; and provided, however, that if any employee believes that the application of the foregoing rights is in conflict with the provisions of the Agreement s/he may have the matter dealt with under the grievance procedure.

5.02 The Company reserves any and all of its rights which have not been modified, limited, restricted, or released in this Agreement.

**ARTICLE 6**                    **HIRING PRACTICES**

6.01 The Company agrees to give preference in hiring to unemployed members of the bargaining unit who have the required qualifications and whose previous employment was satisfactory.

6.02 In the event that the Company engages new employees not already on the list of unemployed members, it is agreed that these new employees will be required to sign a dues authorization card at the time of hiring. The Company shall promptly notify the Steward and the Local Union Secretary when a new employee is engaged.

6.03 The previous practice of Supervisors performing duties of members of the bargaining unit during emergencies, relief periods, training, and to assist during peaks, will be continued.

**ARTICLE 7**                    **UNION ACTIVITIES**

7.01 No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee or other work for the Union, provided, however, that permission from the employer is obtained if such activities occur during working hours and interfere with the employee's normal duties on behalf of the Company. It is agreed that such permission, if requested, will not be unreasonably withheld in any instance.

7.02 Further, the Company agrees to maintain the pay of employees granted leave of absence to attend labour conventions, arbitrations, labour schools, etc., on the understanding the Union will reimburse the Company for the amount of the salary involved.

7.03 The Company agrees to grant leave of absence for a period of not more than 12 months, or for the balance of

the duration of this Agreement, whichever is the longer, to any employee who has been elected or appointed as an Official of the National Union or of the Local Union, if such duties require him/her to have leave of absence from his/her Company duties on a full time basis.

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

**7.05** Upon written application by the Secretary Treasurer of Local 400 of the Union, the Company agrees to grant an Educational Leave of Absence, without loss of regular pay, not to exceed a total of six (6) normal working days in any one calendar year, to elected Union officers. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

**ARTICLE 8**                    **INJURY OR ILLNESS**

**8.01** Upon recovery from injury or illness, the employee shall receive his/her former position or some other suitable job in his/her department if held by an employee with less seniority, if the recovered employee is capable of performing the job in a satisfactory manner.

**ARTICLE 9**                    **SENIORITY**

**9.01** Seniority shall be established on the basis of the employee's continuous service within the Bargaining Unit. The period spent by an employee at any other location of Molson Breweries shall be considered as service with the Company in computing an employee's Company seniority. Company seniority shall be granted to an employee who is transferred from any other location of Molson Breweries and s/he shall be placed accordingly on the Company seniority list.



- 9.02 All new employees shall serve a probationary period of three (3) continuous months from the date of hire by the Company. During the probationary period, employees shall not have seniority.
- 9.03 Upon completion of his/her probationary period, the employee shall have his/her name placed on the seniority list effective from the date of his/her employment.
- 9.04 The seniority of an employee shall be lost if s/he:
- (a) quits; or
  - (b) is discharged; or
  - (c) is absent from work for three (3) or more consecutive days without notifying the Company unless he or she gives a reason satisfactory to the Company for his or her failure to so notify the Company; or
  - (d) is transferred, outside of the bargaining unit, in accordance with Article 14:09; or
  - (e) is laid off by the Company for a period in excess of twelve (12) months.

**ARTICLE 10**      **TRAINING**

- 10.01 The Company and the Union mutually recognize the importance and necessity of assisting employees to improve their skills and knowledge so that they may keep abreast of technological advances and have opportunities for advancement. It is acknowledged that both the employee and the Company have responsibilities in advancing the employee's knowledge and skills, in order to meet the Company's needs in these areas.
- 10.02 In selecting an employee for training (except to a position the occupant of which is not classified as an employee), the Company shall consider the following two (2) factors in determining which employee shall be trained:

- (a) the seniority of the employee concerned; and
- (b) the ability, knowledge, training, skill of the employee concerned to **do** the work.

When in the judgement of the Company factor (b) is to all intents and purposes equal as between two (2) or more employees, then, except as hereinafter provided, the employee having the greater or greatest seniority will be entitled to preference. When judging the qualifications of employees and their ability to meet the requirements of the job, the Company will consider all the facts relevant to the work concerned.

**10.03** To further this end, employees who desire to take educational courses on their own time, will be eligible for refund of tuition costs (including prescribed text books) under the following conditions:

1. The course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee;
2. The course is likely to contribute to the employee's performance or advancement within the Company;
3. The employee offers proof of successful completion of the course;
4. The maximum refund to any employee in any one calendar year will be \$450.00 for each full term course, and \$250.00 for each half term course.

## ARTICLE 11      PLANT HOLIDAYS

**11.01** The Company will observe the following plant holidays:

New Year's Day, January 2nd, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day and one additional day per year if declared by the Provincial Government.

- 11.02** If any of the said holidays should fall on a Saturday they will be observed on the previous Friday and any that fall on a Sunday will be observed on the following Monday.
- 11.03** Employees on the seniority list will receive straight time pay for each of such holidays without being required to work on such days provided that:
- (a) the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which such holiday is observed, and
  - (b) the employee has not been absent without permission on the last work day scheduled for him/her immediately prior to the day on which the said holiday is observed or the first work day scheduled for him/her immediately after the day on which the said holiday is observed.
- 11.04** In a calendar week in which one or more plant holidays is observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays.
- 11.05** All hours worked on a Plant Holiday shall be paid for at the double time rate. Triple time shall also be paid for any work performed in excess of **7-1/2** hours on any one Plant Holiday.
- In no case will overtime or premium compensation be duplicated or pyramided.
- If called in to work on a Plant Holiday, an employee shall be provided at least four (4) hours of work or pay at the double time rate.
- 11.06** When any of the plant holidays listed in Article **11:01** are observed during an employee's vacation, s/he shall receive one day's pay for each of such holidays. In addition to his/her regular vacation payment unless by mutual agreement between the employee and the Company the employee is given another day off with pay in lieu of such holiday. Such lieu day shall be scheduled

by mutual agreement between the employee and the Company.

- 11.07 Probationary employees who have completed 30 days of work for the Company since their most recent date of hire and who would be eligible for plant holiday were they on the seniority list by satisfying all preconditions for plant holiday entitlement for seniority employees contained in the Collective Agreement, be entitled to benefit from the plant holiday provisions.

## **ARTICLE 12      ANNUAL VACATIONS**

- 12.01 For the purpose of vacation scheduling pertaining to Articles 12:03 and 12:05 the vacation year shall commence on July 1, 1975 and end on June 30, 1976 and each subsequent year thereafter.
- 12.02 For the purpose of vacation scheduling, prime time will mean the period from June 15th to September 15th.
- 12.03 Regular employees who have been hired prior to July 1st shall be entitled to a vacation with pay of one day for each completed calendar month of service by July 1st. In no case may such an employee qualify for more than 10 working days of vacation.
- 12.04 Any employee qualifying under this paragraph must complete a minimum of three (3) months service before vacation will be granted. In no event may vacation be taken prior to July 1st of that year.
- 12.05 An employee will be entitled to vacations with pay according to the following schedule:
- 2 weeks after 1 year of service
  - 3 weeks after 3 years of service
  - 4 weeks after 8 years of service
  - 5 weeks after 15 years of service
  - 6 weeks after 20 years of service
  - 7 weeks after 25 years of service.

- 12.06 Employees who will complete 8, 15, 20 or 25 years of service after July 1st in any year, but prior to December 31st, shall have their vacation entitlement determined as if they had reached their 8th, 15th, 20th, and 25th anniversary date before July 1st.
- 12.07 Employees may split their vacation subject to the approval of their supervisor, but in any event shall not use more than two (2) weeks vacation during prime vacation time.
- 12.08 Employees will not be permitted to take cash in lieu of earned vacations or any portion thereof. An exception to this rule will occur only in the case of severance from the Company's rolls, or retirement to pension.
- 12.09 Employees entitled to vacation under Article 12:03 shall be paid vacation of four per cent (4%) of his/her total wages for the time worked prior to July 1st.
- 12.10 Vacation Bonus
- As of July 1st in each year, employees who have three (3) or more years seniority will, in addition to the normal vacation pay provided by Section 12:05, be paid a vacation bonus of twenty per cent (20%) of their normal vacation payment.

**ARTICLE 13**            **HOURS OF WORK AND OVERTIME**

- 13.01 The present scheduled hours of work shall be intended to mean an eight (8) hour day consisting of seven and one half (7-1/2) hours worked including two (2) fifteen (15) minute paid breaks and one half (1/2) hour unpaid meal break.
- 13.02 The work week shall commence at 12.01 a.m. Sunday and end at 12.00 p.m. the following Saturday.
- 13.03 On an individual basis and to the extent practicable, an employee may change his/her starting and quitting time when approved by the department supervisor.

### Overtime Rates

- 13.04** Payment of overtime work by an employee must be authorized by the Company. Payment of overtime rate shall be governed by the principles set out below.
- 13.05** Work in excess of the regular hours of work as identified in Article **13.01**, will receive payment at one and one half **(1- 1/2)** times the equivalent hourly rate for the first three **(3)** hours of daily overtime and double **(2)** times for all overtime hours in excess of three **(3)**.
- 13.06** Overtime at the rate of time and one half shall be paid for work performed by employees on their first regularly assigned days off and double time shall be paid for work performed by employees on their second regularly assigned time off. Employees who are scheduled to work a shift on Saturday shall be paid at a rate of time and one half for all hours worked.
- 13.07** All hours worked on a Sunday shall be paid for at the double time rate.
- In a week in which one or more Statutory Holidays occur, the work week will be reduced by **7-1/2** hours per Statutory Holiday for the purpose of the above overtime payment.
- In no case will overtime or premium compensation be duplicated or pyramided.
- 13.08** For the purpose of establishing the hourly overtime rate, the monthly salary of all employees will be divided by **162.5**.
- 13.09** Employees who are required to work as much as three **(3)** hours overtime continuous with their regular shift shall be granted a meal allowance of **\$3.00**.

**ARTICLE 14**

**VACANCIES, PROMOTIONS, DEMOTIONS,  
TRANSFERS AND LAY OFFS**

- 14.01** In cases of promotions and demotions, the Company shall consider the following two (2) factors in determining which employees should receive the promotion or demotion:
- (i) The Bargaining Unit seniority of each employee concerned.
  - (ii) The ability, qualifications and the experience of each employee concerned. When, in the judgment of the Company, factor (ii) is equal to all intents and purposes between two (2) or more employees the employees having the greater seniority shall be entitled to preference. The Company shall exercise this judgment and shall determine the qualifications of employees both in a fair and equitable manner.
- 14.02**
- (i) When a higher rated job or other declared vacancy exists it shall be posted for a period of five (5) working days and a copy of the posting will be sent to the Local President at the time of posting.
  - (ii) Such vacancies that are to be posted shall contain the following information - nature of position, qualifications required (knowledge, education and skills), and salary rate.
  - (iii) If the vacancy is not filled within twenty-one days from the date the vacancy was posted, all those employees who applied for the vacancy will be advised of the disposition of their application. Regular employees who are on vacation for the total period during which a job is posted under Section 14.02, shall have two (2) calendar weeks after the expiry date of the posting in which to apply.
  - (iv) The Company agrees to supply the Union with names of all applicants for job positions on the closing date of the posting. Further the Company

also agrees to notify the Union of their selection on the date of decision.

- (v) It is understood that to minimize departmental disruption involving transfers as the result of a posted position, it is agreed that employees who have applied and been accepted for a different position, unless mutually agreed, will not be eligible for another posted position within the same salary classification for one year.

**14.03** A move from one job to another involving no change in job group shall not be considered as a promotion or demotion.

**14.04** If it becomes necessary to reduce staff, the Company shall first lay off all temporary or probationary employees.

If further layoff is necessary, employees on the seniority list within individual departments or by classification shall be laid off by seniority provided the senior employee is willing and able to efficiently perform the work required of him/her.

When the working force is increased following a layoff the employee shall be recalled in order of seniority provided that the recalled employee then has the qualifications to perform the work.

**14.05** An employee occupying a job on a temporary basis shall, upon termination of same, return to his/her previous job, if it exists or the equivalent if available. In any case where the temporary assignment is to a job carrying a higher pay rate, the employee shall receive the higher rate for all hours worked including overtime. It is understood that the higher rate shall mean the start rate for the job, unless said rate is lower, in which case Step 1 for the job would then be paid. In any event, to receive the higher rate, the employee must work 1 week or more.

**14.06** Employees who are temporarily transferred to a lower rated vacant job for the convenience of the Company shall continue to receive their usual rate. However,



employees who are transferred pursuant to the seniority provisions in order to avoid laying them off or at the employees' request, shall immediately take the rate for the job to which they are assigned.

- 14.07 In the event technological, mechanization, automation or procedural changes are instituted at any time in the Company's operations, which result in the demotion of any employee, the rate of pay of such employee shall be continued until such time as the negotiated rate of the new job exceeds the former job. At that time the employee will be paid at the rate of the new job.

The Company will provide the Union with as much advance notice as practical of any intention to introduce automation, new equipment or new procedures which might result in displacement of employees.

- 14.08 In the event an employee sustains an injury or industrial disease as defined by the Workers' Compensation Act, and becomes physically handicapped as a result thereof, every reasonable effort will be made by the Company to give the handicapped employee a job suitable to his or her condition if such is available.

- 14.09 Nothing in this agreement shall be construed to preclude the transfer of a person employed by the Company who is included in the category of an employee to a position where he or she is excluded from such category or vice versa. There shall be deemed to have been no break in the continuous service of such person or employee by reason of such transfer, unless the transfer exceeds twelve (12) months.

- 14.10 The Company may transfer a person, who is included in the category of an employee under the provisions of the Agreement with respect to plant employees, to a position where s/he is included in the category of an employee in this Agreement. There shall be deemed to be no break in continuous service of such person by reason of such transfer for purpose of vacations or the probationary period set out in Article 14.01.

**ARTICLE 15**            **PAYMENT OF WAGES**

**15.01**            The present schedule for the semi-monthly payment of all monies earned by an employee covered under this Agreement will continue in its present form including the procedure for overtime payments.

**ARTICLE 16**            **NO STRIKE OR LOCK-OUTS**

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

**16.02**            If the employee in the Bargaining Unit encounters a bona fide picket line in the course of his/her normal duties there shall be an immediate conference between the Parties hereto before any decision is made by either Party as to whether the picket line should or should not be respected.

**ARTICLE 17**            **GRIEVANCE PROCEDURE**

**17.01**            There shall be one Shop Steward recognized in each of the following areas to assist employees in presenting complaints or grievances: Main Office, Packaging Office, Quality Control.

In the event a steward is absent a designated member of the Executive may act.

**17.02**            The Union will advise the Company of three (3) regular employees selected as members of a grievance committee, and this committee shall act regarding the interpretation or a violation of this Agreement.

**17.03**            Should a dispute arise between the Company and any employee or group of employees regarding the interpretation or violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

- 17.04      Step 1      The employee(s) concerned in person, with or without a steward in attendance, shall first seek to settle the dispute with his immediate supervisor.
- 17.05      Step 2      Failing a satisfactory settlement within seven (7) calendar days by the supervisor after the dispute was submitted at Step 1, the employee(s) concerned in person, with a member of the grievance committee, may submit the dispute which shall contain all pertinent details in writing to the Department Head. A grievance presented after the aforementioned time limit shall not be arbitrable.
- 17.06      Step 3      Failing a satisfactory settlement within seven (7) calendar days by the department head after the dispute was submitted under Step 2, the grievance committee may submit the dispute to the Personnel Manager of the Company.
- 17.07      The Union or the Company shall have the right to refer any dispute regarding the interpretation or violation of this Agreement to the Company or the Union as Step 3 where:
- The grievance involves Union or Company policy, in which case the grievor(s) possible of identification shall be named on the face of the grievance form.
- 17.08      Step 4      Failing a satisfactory settlement within seven (7) calendar days after the dispute was submitted under Step 3, the Union or the Company may within thirty (30) calendar days from the date the decision was made, or should have been made, refer the dispute to a single arbitrator satisfactory to both parties.
- 17.09      The issue to be arbitrated shall be the written statement of the grievance and the answers of the various

management officials who have previously dealt with the matter.

- 17.10 In the event agreement to an arbitrator cannot be reached, either party may apply to the Ontario Labour Management Arbitration Commission for a list of five prospective arbitrators to be forwarded to each of the parties. Upon receiving the list, the parties have up to ten working days to accept an arbitrator from the list. If the acceptable person is unable to act and agreement cannot be reached on any of the remaining names on the list, the Registrar of the Commission will name an arbitrator different from those on the list and s/he will be accepted by both parties.
- 17.11 The decision of the arbitrator in respect of an interpretation or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall s/he have the power to alter, modify or amend this Agreement in any respect. The parties shall bear in equal shares the expense of the arbitrator.
- 17.12 If a dispute is not submitted under Step 1 within seven (7) calendar days after the occurrence of the act or when it became apparent, or decision giving rise to the dispute, or is not advanced to the next stages under Steps 2 and 3 within seven (7) calendar days or is not advanced to Step 4 from Step 3 within seven (7) calendar days after a decision was made or should have been made, then the dispute shall be deemed to be abandoned and all rights or recourse to the dispute procedure shall be at an end.
- 17.13 In respect to grievances covering discharge, Step 1 and 2 shall be omitted and the grievance shall be dealt with starting at the 3rd Step.
- 17.14 Notwithstanding the foregoing, upon the mutual agreement of both parties, the time factor referred in Steps 2, 3, or 4 may be increased.
- 17.15 In all cases while disputes are being investigated and settled, the employee and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where an employee has been

discharged by the Company, s/he shall not remain in the employ of the Company while his/her case is being investigated and settled.

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

**ARTICLE 18**            **ADEQUATE MANPOWER**

- 18.01**            (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 changes in an employee's workload may be made so long as the resulting situation is not a violation of clause (a).

**ARTICLE 19**            **BULLETIN BOARDS**

- 19.01**            The Company will provide a bulletin board in the Main Office, Brewing and Bottling Buildings for the use of the Union to post notices.

**ARTICLE 20**            **JURY DUTY**

- 20.01**            Should an employee be called for Jury Duty, Coroner's Jury or Crown Subpoenaed Witness, the Company will supplement his/her jury pay or witness pay, to ensure that the employee will receive totally, monies equivalent to a day's pay at straight time pay at his/her regular rate for those days s/he would actually have been at work during his/her service as a juryperson or witness.

ARTICLE 21            BEREAVEMENT ALLOWANCE

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

21.02            Providing prior permission is received, in the event an employee attends the funeral of a brother-in-law or sister-in-law or grandparent or grandchild, on a regular scheduled work day, time off with pay shall be granted. It is understood that permission will not be unreasonably denied.

21.03            When an employee is granted time off during his regular scheduled shift to act as a pall-bearer for a deceased fellow employee or pensioner of the Company, s/he shall be paid at his/her rate of pay for any lost time incurred up to four (4) hours.

ARTICLE 22            PENSION PLAN

22.01            The present pension plan covering all members will be continued and future employees shall participate upon being eligible.

ARTICLE 23            WELFARE BENEFITS

23.01            The Group Benefits for Salaried Employees as published in June of 1972 and revised in 1974, 1975, 1976, 1977, 1984 and 1989 shall be in effect.

**ARTICLE 24**            **DISCRIMINATION**

24.01            The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin or any other form of discrimination as contained in the Ontario Human Rights Code.

**ARTICLE 25**            **MATERNITY LEAVE**

25.01            The Company will provide maternity leave of absence without pay, as outlined in Section 30 of the Unemployment Insurance Act and in the Provincial Standards Act.

25.02            An employee returning from maternity leave shall be reinstated in her former job with the applicable regular rate of pay, providing she was in receipt of it prior to the commencement of her leave. If she had not attained the regular rate prior to her leave, she will complete the necessary working time through the required steps, until she qualifies for it.

25.03            The employee's seniority date will not be affected by the foregoing.

**ARTICLE 26**            **SAFETY - OBJECTIVES AND OBLIGATIONS**

26.01            The Company and the Union, recognizing the benefits from a safe and healthy place of employment, agree that they shall co-operate in continuing and improving the measures now in effect for the prevention of accidents and the elimination of health hazards.

26.02            The Company will agree to furnish protective garments, equipment and other safety devices in accordance with the needs of the operations.

26.03            The Company agrees that a Union Safety Representative chosen from the employees by the Union, will function as a member of the Accident Prevention Committee.

26.04 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among its members. Time spent by employees in attending in-plant Accident Prevention Committee Meetings during regular working hours shall be paid for by the Company.

26.05 In the event the Union desires to make representation to the Worker's Compensation Board on behalf of an employee, the Company agrees to provide information in respect to the accident and first aid treatments.

**ARTICLE 27**                      **WORK CLOTHING**

27.01 The present practice in respect to providing certain employees with work clothing and the cleaning or laundering of same, will continue.

27.02 The Company will provide annually, safety shoes to a maximum of \$100.00 for those regular employees whom the Company designates as requiring them in their work.

**ARTICLE 28**                      **GUARANTEED WAGE PLAN**

28.01 The Guaranteed Wage Plan, a supplement to this Agreement shall be renewed from September 1, 1994 to August 31, 1997. If approval is not received prior to September 1st, it will become effective the first day of the month following U.I.C. approval.

**ARTICLE 29**                      **SHIFT PREMIUM**

29.01 The afternoon shift premium payable shall be \$.60 per hour and the midnight shift premium payable shall be \$1.00 per hour.

29.02 Any shift commencing at 9:01 a.m. and up to and including 5:00 p.m. shall be considered the afternoon shift, and any shift commencing at 5:01 p.m. and before 6:00 a.m. shall be considered the midnight shift.



**ARTICLE 30**            **LEAVE OF ABSENCE**

30.01            On compassionate grounds or upon slackness of business, an employee may be granted leave of absence upon written application to the Company, provided such leave does not unnecessarily affect the operation of his/her department. Such leave of absence shall be no bar to reemployment in his/her former position and to his/her seniority upon return.

**ARTICLE 31**            **WAGE SCHEDULE**

31.01            Attached hereto is Appendix A, which establishes the job classifications in their respective levels and Appendix B which is the wage schedule.

**ARTICLE 32**            **COST OF LIVING ALLOWANCE (C.O.L.A.)**

32.01            The Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from January 1, 1996, to December 31, 1996, the first pay period following publication of the December, 1996 Consumer Price Index, on the basis of one (1) cent per hour for each full .3 change in the Consumer Price Index in the period from January 1, 1996 to December 31, 1996 calculated by subtracting the Consumer Price Index for the month of December, 1995, after adding thereto 7% of the December, 1995 Consumer Price Index, for the month of December, 1996.

**ARTICLE 33**            **SEPARATION PAY**

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

(a)    if s/he is terminated for a reason other than set out in subsection .02;

- (b) if s/he is laid off and on any date during his layoff the hours scheduled for him/her during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided s/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 s/he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;

An employee eligible for a separation payment hereunder must apply for it not later than six months after s/he first becomes eligible therefor, otherwise his/her 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 s/he is entitled without waiting the six month's period.

### 33.02

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

- (a) s/he quits;
- (b) s/he is terminated for just cause;
- (c) - s/he is terminated under Section 9.04 of this collective agreement;
- (d) s/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) s/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) s/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/her layoff;
  - (g) s/he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Worker's Compensation Act;
  - (h) s/he is entitled to receive any pension under the Company or Government Pension Plan.

### 33.03

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

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

maximum of **15** years. if there is a permanent closure of the brewery the **15** year maximum is replaced with a **22** year maximum.

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

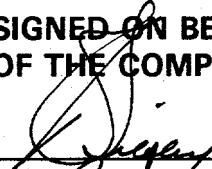

**33.05** If an employee applies for and accepts a separation payment hereunder, his/her employment is terminated and his/her seniority and other rights under the Collective Bargaining Agreement are cancelled.

**ARTICLE 34**            **TERMINATION**            **ISE**

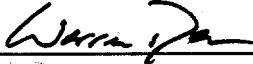
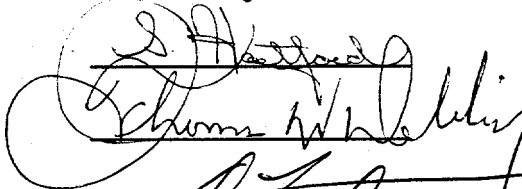
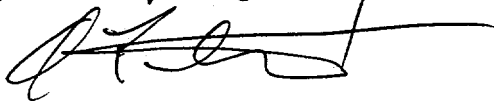
- 34.01**            (a) This Agreement shall be in full force and effect to the **31st** of December, **1996** and shall automatically continue from year to year for periods of one year at a time, unless either party serves notice on the other party not more than ninety (90) days and not less than thirty (**30**) days prior to an annual expiry date stating that negotiations for amendments are desired.
- (b) When such notice has been given by either party bound by this Agreement, the parties shall meet within fifteen (15) days from the giving of the notice or within such further period as the parties may agree upon, and they shall bargain in good faith and make every reasonable effort to make a collective agreement.
- (c) A written list of the proposed changes shall be submitted at least thirty (**30**) days before the expiration date.
- (d) All conditions of this Agreement are to remain in full force and effect until negotiations are completed and/or conciliation proceedings exhausted.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 16 day of August, 1994.

SIGNED ON BEHALF  
OF THE COMPANY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF  
OF THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**MOLSON BREWERIES - ETOBICOKE, ONTARIO**

**APPENDIX A**

<b><u>CLASSIFICATION</u></b>	<b><u>JOB GROUP</u></b>
Kitchen Help	1
Nursing Assistant	3
Accounts Receivable Clerk	3
Accounts Payable Clerk	3
General Accounting Clerk	3
Payroll Clerk	3
Clerk Typist	3
<b>Switchboard/Receptionist</b>	<b>3</b>
Steward	3
Sales Secretary	4
Clerk/Sales Administrator	4
Plant Nurse	7
Quality Control Lab Technician	7
Inventory Clerk	7
Production Scheduler	7
Receiving and Quality Assurance	7
Brewing Clerk	7
Packaging Clerk	7
Manpower Clerk	7
Engineering Clerk	7
Warehouse Clerk	7
Engineering Scheduler	7
Central Stores Clerk	7
Microbiologist	8

**APPENDIX B**

(1 of 3)

**MOLSON BREWERIES - ETOBICOKE PLANT**

**3 L 3HED1**

The following wage rates for the respective classifications shall be effective January 1, 1994.

<b>LEVEL</b>	<b>START</b>	<b>STEP 1 AFTER 3 MOS.</b>	<b>STEP 2 AFTER 9 MOS.</b>	<b>STEP 3 AFTER 15 MOS.</b>
	1,859.	1,923.	2,006.	2,089.
	2,232.	2,307.	2,407.	2,508.
	2,476.	2,559.	2,670.	2,782.
	2,702.	2,793.	2,914.	3,036.
	2,942.	3,042.	3,173.	3,306.
	3,204.	3,312.	3,456.	3,600.
	3,639.	3,762.	3,926.	4,089.
	3,904.	4,035.	4,211.	4,386.
<b>TEMPORARY RATES</b>				
<b>3</b>	<b>\$11.00 per hour</b>			
<b>7</b>	<b>\$13.20 per hour</b>			

**APPENDIX B**

**(2 OF 3)**

**MOLSON BREWERIES - ETOBICOKE PLANT**

**SALARY SCHEDULE**

The following wage rates for the respective classifications shall be effective January 1, 1995.

<b>CLASS LEVEL</b>	<b>START</b>	<b>STEP 1 AFTER 3 MOS.</b>	<b>STEP 2 AFTER 9 MOS.</b>	<b>STEP 3 AFTER 15 MOS.</b>
1	1,896.	1,961.	2,046.	2,131.
2	2,277.	2,353.	2,455.	2,558.
3	2,526.	2,610.	2,723.	2,838.
4	2,756.	2,849.	2,972.	3,097.
5	3,001.	3,103.	3,236.	3,372.
6	3,268.	3,378.	3,525.	3,672.
7	3,712.	3,837.	4,005.	4,171.
3	\$11.80 per hour			
7	\$14.00 per hour			



**APPENDIX B**

**( 3OF 3)**

**MOLSON BREWERIES - ETOBICOKE PLANT**

**SALARY SCHEDULE**

Monies equivalent to 2% total Bargaining Unit payroll calculated as of December 31, 1995, will be made available for allocation in accordance with an agreed upon formula established by the Joint Committee during the second year of the Collective Agreement (on or before October 1, 1995).

In the event there is a failure to reach an agreement on the allocation of these funds, application of these monies will default to a 2% base salary increase to entitled employees of the bargaining unit.

## GUARANTEED WAGE PLAN

THIS AGREEMENT made this 16 day of August, 1994.

BETWEEN:

**MOLSON BREWERIES - ETOBICOKE PLANT**

- and -

**TECHNICAL, OFFICE AND PROFESSIONAL EMPLOYEES  
(T.O.P.E.) LOCAL UNION 400 OF THE UNITED FOOD AND  
COMMERCIAL WORKERS INTERNATIONAL UNION.**

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

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

NOW THEREFORE the parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 1st day of September, 1994 or on any later date on which approval for continuation has been received from the Federal Government holding that:

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

## 1. PURPOSE

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

## 2. ELIGIBILITY FOR PARTICIPATION IN THE PLAN

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

Notwithstanding the above, employees not classified as regular employees prior to February 17, 1988 shall not be eligible to participate in this Plan until September 1st of the year following the employee's attainment of three (3) years of seniority.

## 3. EXCEPTIONS

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

- (a) Employees who have been laid off for disciplinary reasons and if such 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, lock-out, slow-down, picketing or other actions by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any union in the Ontario Brewing Industry or by any local thereof or successor unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations; unless
  - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or

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

#### 4. DISQUALIFICATION FOR BENEFITS

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

- (i) In which s/he has been on layoff and has failed to apply for U.I. benefits, or in which s/he has been disqualified or disentitled from U.I. benefits by any reason other than serving a two (2) week waiting period.
- (ii) In which s/he has been on layoff and has failed to keep himself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for U.I. benefits or for reduction of U.I. waiting period.
- (iii) In which s/he has failed or refused to accept employment deemed suitable for him/her by the Unemployment Insurance Commission.
- (iv) In which s/he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- (v) In which s/he is in receipt of a benefit provided by the Company's Disability Income Program or insured Long Term Disability Plan.

- (vi) After s/he has become entitled to receive any pension under the Company or Government Pension Plan.
- (vii) In respect of which s/he is qualified for Compensation from the Workers' Compensation Board for any compensable accident or illness.

## 5. DEFINITIONS

For the purpose of this Plan:

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

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

"Compensated and available hours" means as applied to any particular week for 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 s/he receives wages from any employer, plus
- (c) All hours scheduled in such week for an employee who is not on lay-off and which s/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/her.

"Week of Layoff" means a week in which the employee's compensated and available hours are less than the present scheduled hours.

## 6. BENEFITS PROVIDED FOR LAID OFF EMPLOYEES

Subject to the terms and conditions of the Plan as herein set out each eligible employee who is laid off from the Bargaining Unit shall receive in addition to any wages earned in the week a benefit from the Plan

for each week of lay-off calculated by determining the product of items 1, 2 and 3 below and deducting from such product the sum of item 4 below.

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

#### 7. WELFARE BENEFITS DURING LAYOFF

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

An employee on lay-off who, pursuant to the above, has ceased to participate in the Welfare Plan is restored to participation immediately upon completion of one (1) shift of 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 s/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 of each full shift during which the employee earned wages from the Company up to the employee's maximum benefit entitlement set out in Table 'A' below. No credits towards future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefits set out in Table 'A'.

**- TABLE 'A' -**

<u>Completed Years of Seniority Determined as of the September 1st immediately preceding his/her layoff</u>	<u>Maximum Benefit</u>
<u>Entitlement</u>	
15 Years or more	78 Weeks of benefits
10 Years or more	65 Weeks of benefits
5 Years or more	52 Weeks of benefits
4 Years or more	45 Weeks of benefits
3 Years or more	35 Weeks of benefits

The maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing September 1st, shall not exceed his/her Maximum Benefit Entitlement determined as of the September 1st in accordance with Table 'A' above.

Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which s/he is on layoff and in receipt of benefits for more than four (4) shifts and by 4/5ths of one week for each week in which s/he is on layoff and in receipt of benefits for more than three (3) shifts; and by 3/5ths of one week for each week in which s/he is on layoff and in receipt of benefits for more than two (2) shifts; and by 2/5ths of one week for each week in which s/he is on layoff and in receipt of benefits for more than one (1) shift; and by 1/5th of a week in which s/he is on layoff and in receipt of benefits for one (1) shift or less; and his/her weeks of benefits shall also be decreased by one week for each week in which s/he is on layoff but was disqualified for any of the reasons set out in subsections (i), (ii), (iii) and (iv) of Section 4.

## 9. DEDUCTIONS

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

## 10. APPLICATIONS

Employees shall be required to observe such rules and follow such procedures and make such reports and applications as shall be prescribed by the Company after consultation with the Union. The wilful falsification of any fact material to the determination of an employee's benefit rights under the Plan shall result in the forfeiture of any benefit rights s/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 take periodic reports to the Union weekly while employees are laid off and receiving benefits under the Plan and quarterly if no employees are on layoff, giving the Union complete information as to the number of employees who have been laid off, the duration thereof, the payments made to each individual under the Plan, the number of ineligible and disqualified employees, and such other similar information as may be relevant.

## 12. DURATION OF AGREEMENT

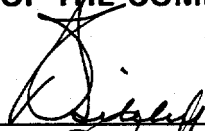
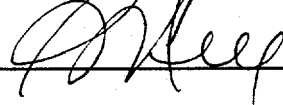
This Agreement shall continue until August 31, 1997. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than September 1, 1997.



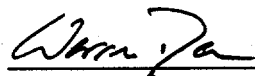
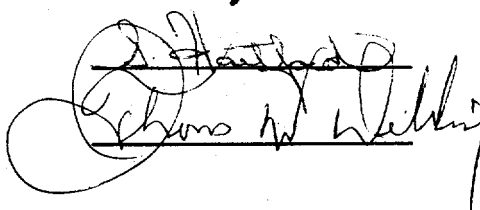
IN WITNESS WHEREOF the parties hereto have affixed their signatures

this 16 day of August, 1994.

SIGNED ON BEHALF  
OF THE COMPANY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF  
OF THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

June 1, 1994

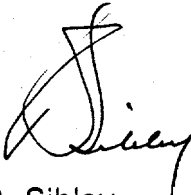
Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees (T.O.P.E.)  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

Dear Mr. Dean:

An employee's eligibility for salary continuance and participation in the Long Term Disability Plan ceases immediately upon his/her layoff and is reinstated upon his/her recall to work and completion of one complete regular shift in the Bargaining Unit.

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

Yours truly,

A handwritten signature in black ink, appearing to read 'R. Sibley', written in a cursive style.

R. Sibley  
Assistant Industrial Relations Manager

June 1, 1994

**MOLSON BREWERIES · ETOBICOKE PLANT**

**DEFERRED RETIREMENT**

**LETTER OF INTENT**

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/her normal retirement date (the "Pension"), shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.
2. The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's 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/her normal retirement date to his Pension Date.
4. No contribution to the Pension Plan will be made after the employee has reached his/her normal retirement date and no service shall be credited after the aforementioned date.
5. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.
6. An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since his/her normal retirement date.

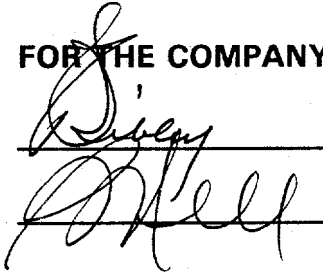
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**LETTER OF INTENT**  
**RE: DEFERRED RETIREMENT**

- 2 -

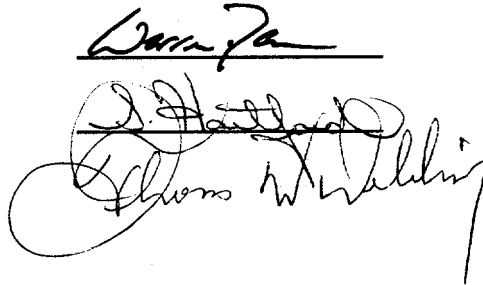
7. For purposes of calculation, any minimum pension supplement, the Canada Pension Plan and Old Age Security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.
  
8. An employee who continues in the employ of the Company after his/her normal retirement date as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his/her normal retirement date.

**FOR THE COMPANY:**



Handwritten signature of a company representative, consisting of two lines of cursive script, each underlined.

**FOR THE UNION:**



Handwritten signature of a union representative, consisting of two lines of cursive script, each underlined.

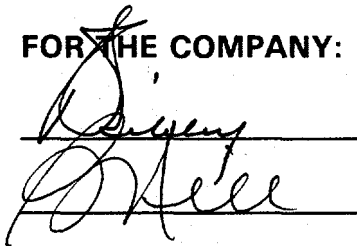
June 1, 1994

Mr. Warren Dean  
President  
Local 400  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

Dear Mr. Dean:

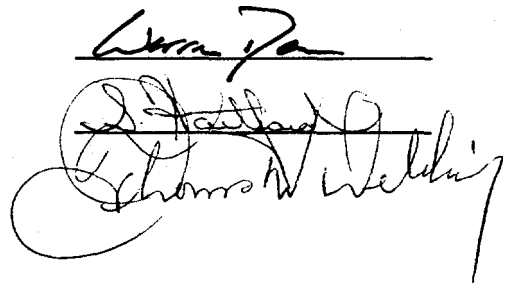
It is mutually agreed, by the Company and the Union, that the attached language on Human Rights will become part of the Collective Agreement and constitute full and final resolution to the proposal submitted during negotiations:

FOR THE COMPANY:

A handwritten signature in black ink, appearing to be "D. Jones", written over a horizontal line. Below the line is another signature, possibly "D. Hill", also written over a horizontal line.

(Attachment)

FOR THE UNION:

A handwritten signature in black ink, appearing to be "Warren Dean", written over a horizontal line. Below the line is another signature, possibly "D. Hill", also written over a horizontal line.

## IUM RIGHTS

1. Sexual harassment and any other harassment, which is prohibited under the Human Rights Code or the Company policy referred to in Section 2, will not be tolerated in the Workplace. Such harassment shall include, but not be limited to:
  - (i) unwanted physical contact, unnecessary touching, physical interference with work or movement;
  - (ii) derogatory comments, demeaning jokes or slurs to members of the same or the opposite sex, including inappropriate reference to individual appearance or clothing;
  - (iii) implied or expressed promises of reward for complying with sexually oriented request;
  - (iv) threats of reprisal for not complying with, a sexually oriented request.
2. The employer and the union agrees in principle to the Company Policy against harassment. The employer will make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The employer also agrees to include the subject of harassment in staff or management training sessions.
3. Harassment shall be considered as discrimination and shall be eligible to be processed as a grievance.
4. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
5. No information relating to the grievor's life style (non work related) or mode of dress will be admissible during the grievance or arbitration process.
6. The Company will take all reasonable steps to provide a non-discriminating work environment that recognizes and respects the human rights of our employees.

June 1, 1994

Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees Union  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

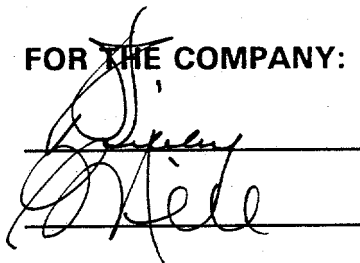
Dear Mr. Dean:

**LETTER OF UNDERSTANDING**  
**PENSION PLAN, WELFARE BENEFITS AND G.W.P.**

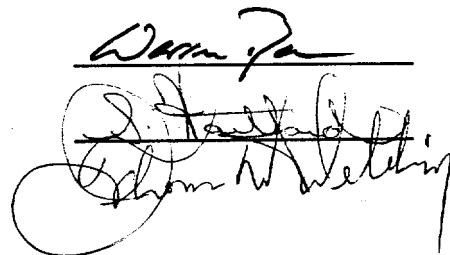
It is the Company's intention to meet on or before September 16, 1994, with the appropriate members of the Negotiating Committee to discuss tentative schedules for presentations on:

The Pension Plan  
Welfare Benefits  
Guaranteed Wage Plan

FOR THE COMPANY:



FOR THE UNION:



June 1, 1994

Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees Union  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

Dear Mr. Dean:

**LETTER OF UNDERSTANDING**  
**RE: LEARNING**

The Company and the Union agree, within four (4) weeks following ratification, to form a team with equal numbers of representatives from Union and Management to address training and skills requirements. The parties agree that the upgrading of workplace skills is a vital part of achieving and maintaining the Etobicoke Brewery's mission of becoming the preferred supplier in Molson Breweries. In addition, the parties agree to the necessity of providing relevant training and skills upgrading, and appropriate agreed-upon cross-training in order to improve efficiency, flexibility and customer service.

The parties further agree that the objectives of upgrading workplace skills are:

- (i) to increase the efficiency of the Etobicoke Brewery through better methods and improved procedures
- (ii) to assure that we fully meet our Quality Standards
- (iii) to provide a larger degree of employment security to the people who work at the Brewery
- (iv) to provide access to cross-training activities during non-peak periods for employees with introductory qualifications in accordance with identified Company and/or departmental objectives

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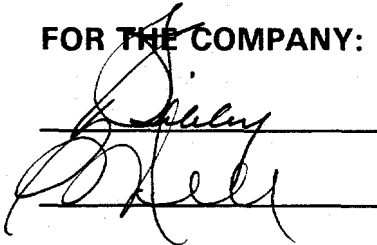


**LETTER OF UNDERSTANDING  
RE: LEARNING**

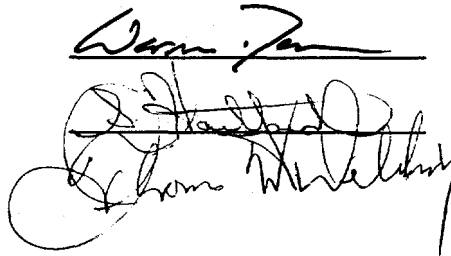
- (v) to maximize our Customer Service levels
- (vi) to ensure compliance to the legislation that affects our workplace
- (vii) to improve working conditions and Health and Safety standards.

It is understood that the team will, where appropriate, involve departmental representatives in the development and implementation of skills upgrading programs and cross-training activities.

**FOR THE COMPANY:**



**FOR THE UNION:**



June 1, 1994

Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees Union  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

Dear Mr. Dean:

**LETTER OF UNDERSTANDING  
WEEK-END CREW (W.E.C.)**

The parties agree that it is in their mutual interest to ensure that the Etobicoke 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 and the conditions contained herein shall supersede certain provisions of the current collective agreement only as they apply to employees employed as part of the Week-end Crew (W.E.C.).

**1. Hours of Work**

- (a) The normal hours of work for employees assigned to the W.E.C. will be twelve (12) hours per day starting or finishing on either Saturday or Sunday. The normal work week will be twenty-four (24) hours. Full crew on rotating basis; 1/2 crew 11:00 p.m. Friday to 11:00 a.m. Saturday; 11:00 a.m. Sunday to 11:00 p.m. Sunday.
- (b) Seniority employees assigned to the W.E.C. will be deemed to have worked one week for provisions of the current collective agreement as appropriate, with respect to:

cont'd../2

- (i) Pension Plan
- (ii) Welfare Benefits
- (iii) Vacation
- (iv) COLA
- (v) Guaranteed Wage Plan

for each twenty-four (24) hours actually worked on the W.E.C..

Temporary employees assigned to the W.E.C. will be credited with one (1) working day for each full eight (8) hours worked.

**2. Employee Mix (All Depts.)**

To maximize production levels, both on the regular Monday to Friday work week, and on the week-end, it will be necessary to have 50% regular and 50% temporary employees on the Weekend Crew in each department; however, this application cannot exceed 50% of the regular requirement. However, regular employees on vacation may be replaced by temporary employees.

**3. Eligibility/Qualifications**

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

When considering which applicant shall be given a job, the qualifications of the applicant shall be given primary consideration but if there is any choice to be made between two or more applicants having sufficient qualifications, the most senior applicant shall be given the position on the W.E.C..

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

cont'd../3

It is agreed that notwithstanding the above, any employee may be removed from the week-end crew for reasons of ill health or cause.

**4. Vacation**

Regular employees working on the W.E.C. shall be allowed to take vacation during the effective period of the W.E.C. schedule, as per departmental past practice and the collective agreement.

**5. Overtime**

While in principle the Company does not wish to have employees work in excess of twelve (12) consecutive hours, such may be necessary in emergency situations. Daily overtime worked in excess of three (3) hours will be paid at the rate of double time. Employees on the W.E.C. will be treated as if they had been transferred out of the Department for the purposes of overtime distribution.

**6. Bereavement**

Should a seniority employee suffer a bereavement in his/her immediate family which requires time off from his/her work then, in accordance with Clause 21.01, s/he shall be compensated for time actually lost up to the general standard of three (3) days (24 hours) at straight time. Any additional bereavement leave will be considered at the sole discretion of the Company. If, as a result of a bereavement, an employee is paid less than thirty-six (36) hours pay, s/he will be given the opportunity to work during the regular work week on a straight time basis in order that regular hours paid will equal thirty-six (36) hours.

**7. Plant Holidays**

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

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8. **Pay Day**

Employees on the W.E.C. shall receive their pay in accordance with current Company practices.

9. **Compensation**

Employees working on the W.E.C. will be paid at the rate of one week's regular salary less 10% for each actual 24 hours worked.

10. **Shift Premium**

Employees on the W.E.C. shall be paid an additional 53 cents per hour for all hours worked on Saturday and Sunday.

11. **Lunch and Break Periods**

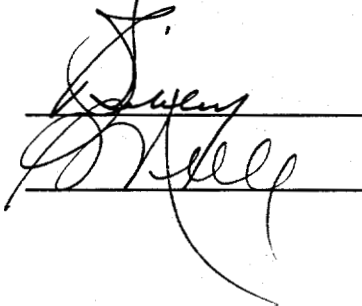
Paid breaks for employees on schedules covered by this Memorandum shall be as follows:

Twelve hour shifts - two thirty (30) minute lunch breaks.

12. **Implementation**

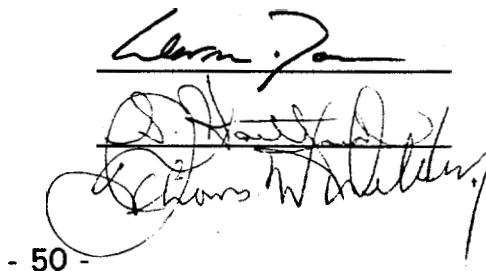
In the event production is required on a production line beyond the Saturday day shift, the Weekend Crew may be implemented. The Company will provide a minimum of two (2) weeks notice of its intention to work employees on any of this schedule or to return to a conventional eight (8) hour shift schedule.

FOR THE COMPANY:



A handwritten signature in black ink, appearing to read 'J. Kelly', is written over two horizontal lines.

FOR THE UNION:



A handwritten signature in black ink, appearing to read 'Liam J...', is written over two horizontal lines. Below the signature is a large, stylized handwritten mark.

June 1, 1994

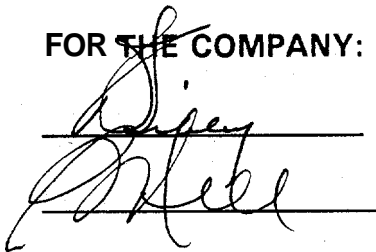
Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees Union  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

Dear Mr. Dean:

It is mutually agreed that the need for longer retention of temporary employees, for the term of this Collective Agreement, is necessary in order to facilitate Etobicoke Brewery's mission of becoming the preferred supplier in Molson Breweries.

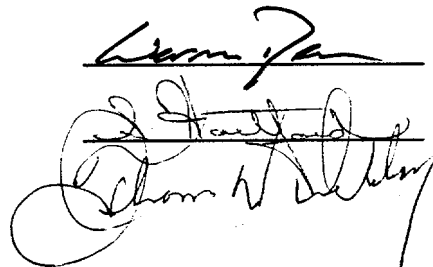
It is further agreed that temporary manpower needs will be discussed with the President of the Local or designate at regular communications meetings, the timing of which will be determined by the undersigned.

FOR THE COMPANY:



Handwritten signature of a company representative, written over two horizontal lines.

FOR THE UNION:



Handwritten signature of a union representative, written over two horizontal lines.

June 1, 1994

Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees Union  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

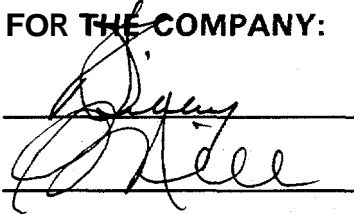
Dear Mr. Dean:

**LETTER OF UNDERSTANDING**  
**RE: NON-REGULAR PAY PRACTICES**

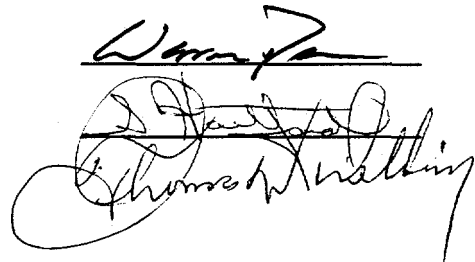
During negotiations, it was communicated that there were inconsistencies associated with the timely administration of non-regular salary applications, i.e. overtime, shift premiums, meal monies, etc.

It is the Company's intention to ensure that all non-regular pay applications are processed and paid to the employees in a timely manner.

**FOR THE COMPANY:**



**FOR THE UNION:**



June 1, 1994

Mr. Warren Dean  
President, Local 400  
Technical, Office and Professional Employees Union  
1 Carlingview Drive  
Etobicoke, Ontario  
M9W 5E5

Dear Mr. Dean:

**JOINT COMMUNICATIONS COMMITTEE**

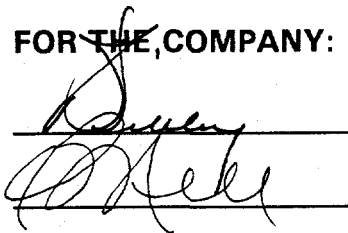
It is mutually agreed that a Joint Communications Committee be established comprised of equal number of representatives from Union and Management to address and resolve the issues raised during the recent negotiations, specifically:

- (i) Learning
- (ii) Compensation Issues relative to year 1995;

and other matters that may arise during the term of this Collective Agreement. Meetings will be jointly scheduled by the Committee or by the formal request by either party.

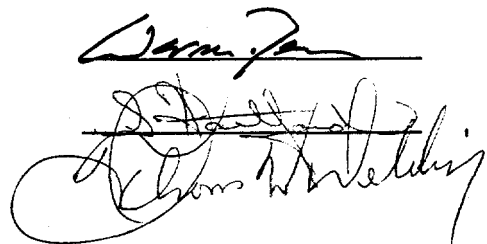
The Committee **will** not have the power to alter the original terms and conditions of the Collective Agreement.

**FOR THE COMPANY:**



Two handwritten signatures are written over two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.

**FOR THE UNION:**



Two handwritten signatures are written over two horizontal lines. The top signature is a cursive name, and the bottom signature is a large, stylized cursive name.