



**COLLECTIVE AGREEMENT**

*Between*

**Labatt Brewing Company Ltd  
Edmonton Brewery**

*And*

**UNIFOR, Local 250-A**



*March 23<sup>rd</sup>, 2017 to March 22<sup>nd</sup>, 2021*

This edition is prepared for purposes of convenience only and for accurate reference, recourse should be had to the collective agreement bearing the original signatures of the principals. The official legally binding document is that which contains those aforementioned original signatures.

THIS AGREEMENT entered into this 23rd day of March, in the year 2017.

BETWEEN:

LABATT BREWING COMPANY LTD, FOR THE EDMONTON BREWERY  
(Hereinafter referred to as the "Company").

AND

UNIFOR, Local 250-A  
(Hereinafter referred to as the "Union")

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

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## **ARTICLE 1 – BARGAINING UNIT AND DEFINITION**

### **1.1 Bargaining Agent**

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the certified Bargaining Unit.

### **1.2 Inclusive Gender Use**

The use in the agreement of the words, he, his, or him shall be construed to include the feminine gender unless otherwise stated.

### **1.3 Bargaining Unit Defined**

The Bargaining Unit shall consist of all employees of Labatt Alberta Brewery in Edmonton, Alberta, excluding quality technical staff, field representatives, office staff, supervisory staff and those above the rank of supervisory staff.

### **1.4 Use of “employees, journeymen, or men”**

Wherever herein the expression “employees, journeymen, help or men” is used it shall mean the personnel in all departments of the company other than those excluded in Section 1.3.

### **1.5 Bargaining Unit Work**

No employee of the Company other than a member of the Union shall do any of the work performed by employees in the Bargaining Unit. Supervisory managers, management trainees, could for the purpose of learning operate equipment alongside a bargaining unit employee for a maximum of thirty (30) working days per department. The Manager/trainee shall not displace an employee during this training.

### **1.6 Supervisory Employees**

The Company shall designate and make known to the Union the Supervisory Employees.

### **1.7 No Individual Contracts or Agreements**

The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement will be null and void.

### **1.8 Management Rights**

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

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

### **2.1 Union Membership**

Only members in good standing of Local Union 250 shall be employed in all departments, save those employees coming within the exceptions set forth in Section 1.3, hereof.

### **2.2 Temporary Employees**

The company shall be permitted to employ other employees temporarily on permit card, as long as such employment does not cause a layoff at anytime to the regular Union members.

All such extra help must obtain a permit card from the Union before starting work.

The Company may hire temporary employees for a total of forty four (44) weeks per year. Outside of this forty-four (44) week period, the company can use up to fifteen (15) percent of the number of full time regular employees. This 15% will be calculated on the total number of employees minus the Trades and Powerhouse employees.

Notwithstanding the above paragraph, all training, orientation, and rebate/beer dumping related hours shall be excluded in conducting the calculation of the forty – four (44) week period.

A temporary employee shall not do work in the plant until he has first gone through an orientation program agreed to by the Company and the Union.

A temporary employee who is working for the first time in a new position will follow the current training guidelines set out for permanent employees.

### **2.3 Job Vacancy**

It is understood that in the event the Company needs a new temporary or permanent employee and there is no employee on layoff, the Company shall contact the Secretary of the Local Union 250 to determine if the Union can supply a competent candidate for the job vacancy. The Company will also obtain competent candidates for the job vacancy. The Company will determine who is the most suitable and qualified individual. A temporary employee will be permitted to apply for a permanent job vacancy; however, all hiring decisions remain at the sole discretion of the Company.

### **2.4 Union Leave**

Members doing any work solely in the interest of the union 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. Employees who are committee members or officers of the Union shall receive their regular wages from the Company when away from their job as above granted on Union business pertaining to the Union and the Company.

#### **2.4.1 Union President**

When practical, the Union President shall be assigned day shift. He will be given reasonable time off with pay to attend to Union business, and one (1) day off, preferably Friday will be given to the President or

a Union officer for plant tours. However, when the Union President's job responsibilities are not compatible with this arrangement, a similar appropriate arrangement will be worked out between the Company and the Union President. The Company agrees to continue to supply a mutually agreeable office at no charge to the Local.

## 2.5 Check-Off

All Employees, as a condition of employment, will be required to complete and sign an authorization of check-off dues when requested by the Union.

Having received signed authorization cards from employees, each month 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. A written list of employees' names and the relative amounts so deducted shall be submitted by the Company to the Union Financial Secretary not later than the 12th of each month. The Union will notify the Company of the amount of the established dues and assessments where applicable 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 where applicable to be deducted.

### 2.5.1 Company Responsibility on Union Dues

Notwithstanding any provisions contained in Section 2.5, there shall be no financial or other responsibility on the part of the Company for dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

### 2.5.2 Union Dues on T-4 Slips

The Company will indicate on statements of income (T-4 slips) required for the purpose of taxation by the Federal Government, Union dues and dues increases deducted from an employee's wage.

## 2.6 Shop Stewards

Shop Stewards, one of whom shall be the Chief Steward, who shall be regular employees of the Company, shall be elected by the Union and recognized by the Company.

## 2.7 Grievance Committee

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 Grievance meetings held at the request of the Management or the Grievance Committee.

The Union shall 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.

## ARTICLE 3 – SENIORITY

### 3.1 Seniority Defined

Seniority is defined as the length of an employee's full-time 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.

A new full-time employee must successfully complete a sixty working day probationary period before being placed on the seniority list. At that time, his seniority date will be the first day worked as a full-time employee.

When a temporary employee is selected for full time employment by the company, and has worked a minimum of 44 weeks, no probationary period shall apply.

#### 3.1.1 Loss of Seniority

Seniority shall be considered broken by virtue of the following reasons only:

- (a) If an employee terminates his employment voluntarily.
- (b) If an employee is absent for five (5) consecutive working days without notifying the Company.
- (c) If an employee is laid off and fails to report for work within seven (7) days after written notice by double registered mail to report to work has been mailed to his last address registered with the Company; provided that when an employee is recalled to work and does not report within forty-eight (48) hours, the Company may recall the next employee in line, but he is subject to being displaced if the first employee does report within seven (7) working days.
- (d) If an employee has been discharged for just cause not reversed by grievance procedure.
- (e) If an employee has been laid off for a period of twenty-four (24) months.

#### 3.1.2 Seniority Retention

Seniority will not be broken when:

- (a) An employee is on authorized leave of absence.
- (b) An employee is laid off for less than a twenty-four (24) month period.
- (c) An employee is absent due to certified sickness or injury.

### 3.2 Seniority List

The Company shall maintain and post a seniority list on the plant bulletin board within thirty (30) days from the date of this Agreement being signed and shall post a new seniority list within two (2) weeks of a new employee being eligible for placement on the list. Such list shall contain only the names and the seniority of those employees in the established Bargaining Unit.

### 3.3 Procedure Regarding Lay-Offs and Recalls

Plant seniority shall apply in the event of it becoming necessary to reduce staff. All layoffs shall be made impartially and in strict order of seniority, provided the senior employee is willing and able to perform the work required of him. The last man hired shall be the first to be laid off, and so on in that order.

### 3.3.1 Layoff Order

Should it become necessary to reduce the work force, all permit card help must be laid off before any Union members are laid off.

If further reduction of staff is necessary, then the Union members shall be laid off in the order of their seniority as defined in Section 3.1.

### 3.3.2 Recall after Layoff

When staffs are augmented after lay-off, members shall be recalled to work on the basis of seniority, provided they are willing and able to do the work available, the member with the greatest plant seniority being recalled first, and so on in that order.

## 3.4 Definition of Employee

### 3.4.1 Regular Employees

A REGULAR employee is defined as any full time employee covered by this Agreement who has been placed on the seniority list.

### 3.4.2 Temporary Employees

A TEMPORARY employee is one who is hired for certain periods in order to provide the necessary manpower required to fill temporary production needs.

All temporary employees shall be paid the temporary employee rate for all regular hours worked.

Temporary employees shall be laid off and recalled based on skills and abilities needed, then by date hired.

A temporary employee may be released for unsuitability at the sole discretion of the company. However, the company cannot discharge a temporary employee other than for just and reasonable cause once they have worked 2080 hours. Any dismissals or discipline after a temporary employee has worked 2080 hours may be subject to the grievance and arbitration procedure. A temporary employee who has not worked for a period of six (6) consecutive months shall not be considered an employee of the company.

## 3.5 Job Postings

Whenever a permanent or permanent relief job vacancy is created and required to be filled in any of the departments of the company's operations, based on the Company's decision shall post a standard notice on the bulletin board in each department for at least five (5) working days, soliciting the names of employees who wish to apply to fill such a position. Such job vacancy must be posted within ten (10) business days of the decision to post a vacancy. The Company will communicate to the Union and successful applicant in writing the start date of the trial period for the posting.

### 3.5.1 Applications, Selection for Positions, Trial Period

Any employee covered by this Agreement may apply in this manner and the vacancy or new position, etc., shall be filled by the applicant having the most seniority, provided he is willing and able to do the job.

The timing of commencement of training of the successful candidate will rest solely with the management. Management will endeavour to expedite the training depending on business needs and conditions.

Any new positions, which may be created during the term of this agreement, will be filled by the most senior applicant who successfully fulfills the posting requirements developed jointly by the Company and the Union.

The applicant shall be given a maximum of ten (10) working days to accept the posting within which time the applicant will receive some training in all aspects of the job.

The company shall give the applicant up to sixty (60) working days to demonstrate to the company's satisfaction his or her capability to perform the job. Should the employee decline or fail to demonstrate his or her ability to perform the job, they shall be removed from the posting and replaced with the next senior employee having submitted their name on the original posting. The Company will provide written details to support the decision.

After acceptance of the posting and sixty (60) working days, the employee shall receive the rate of pay for that job.

### 3.5.2 Employee Absence during a Posting

Should a more senior employee than the selected applicant be absent from work during the total period of the job posting he shall be permitted to apply for such job within a period of two (2) calendar weeks after the expiry date of the job posting.

### 3.5.3 Discontinuation, Ineligibility Period, Dropping

If, after working on the new job, the applicant at any time finds the job has been discontinued, he shall be transferred back to the job position which he last held and he shall retain all his rights as if he had never left such last job position.

An employee who accepts a posting they have signed up for is ineligible to sign a posting for any other position for a nine (9) months period, unless otherwise approved by the Company and the Union. Such signed posting acceptance shall be confirmed in writing by the Company with a copy to the employee and the Local Recording Secretary or designate.

If an employee desires to drop a posting they will file a written request to their immediate supervisor. Upon receipt of the request a meeting will be scheduled with the Company and the Union to address the employees' request.

### 3.5.4 Posting Information

An application form for posting on the bulletin boards may include the following types of information: type of job vacancy, outline of work required, training guidelines, and other duties as required and other information deemed applicable.

Applicants will submit their name in writing to the supervisor who has signed the posting. A list of the applicants will be provided to the Union after the closing date of the job posting.

### 3.5.5 Settling Differences

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 Section 10.4 thereof.

## 3.6 Seniority Respecting Overtime

Overtime work shall be allocated equitably among those employees able to do the work required. To achieve such the parties agree to follow the established procedure:

Overtime work shall not be compulsory except as outlined below:

In the event that the decision to run overtime has been made, the overtime will be offered to all employees who are eligible and competent to complete the work as per the regular allocation of overtime procedure and respecting the following guidelines:

- Full time employees within department
- Temporary employees within department
- Outside department
- Follow forcing procedure as per below:

In the event that no employee elects to work the overtime, the labour requirements will be met through the forcing of overtime, respecting the following guidelines:

1. The gap will be filled by forcing employees who are scheduled within the department that week, in reverse order of seniority based on skill set, starting with temporary employees.
2. If the necessary requirements cannot be met by employees within the department then the candidates who have been scheduled in other departments, and who hold the required skill set, will be forced using reverse order of seniority, starting with temporary employees.

## 3.7 Secondment Relief Postings

In the case where a secondment relief posting is required the secondment job posting will be plant wide with the exception of Maintenance and Powerhouse. The most senior applicant will be given the secondment posting, as per the posting process. The employee holding the secondment relief posting cannot book vacation for the same period as the position being relieved. No employee shall hold more than one secondment relief posting.

## **ARTICLE 4 – HOURS OF WORK**

### **4.1 Hours of Work and Overtime**

For all employees eight (8) hours shall constitute a day's work and five (5) days, namely forty (40) hours, Sunday evening through Friday, inclusive, shall constitute a week's work. An employee who is ordered to work for less than eight (8) hours per day or forty (40) hours per week shall be considered as temporarily laid off.

Work performed in excess of eight (8) hours during any day, Monday through Friday inclusive, shall be overtime and shall be paid for at the rate of double time.

#### **4.1.1 Notice for Overtime**

In the event it is necessary to work overtime, the Company must give the most notice possible when overtime is known in advance.

In the event it is necessary to work overtime, the Company shall, wherever possible, provide four (4) hours' notice of such overtime.

#### **4.1.2 Overtime during Regular Employee Layoff**

Wherever possible, no employees shall be requested or allowed to work overtime while regular employees are receiving less than forty (40) hours' pay per week. Mechanical and Electrical repairs being the only exception.

#### **4.1.3 Work in Excess of 12 hours**

Except in cases of emergency, an employee shall not be required to work more than twelve (12) hours in a day. The Local President or designate and Plant Manager or designate shall be informed when any employee works more than twelve (12) hours in any day.

### **4.2 Saturday Work**

For all work performed on Saturdays the premium rate of double time shall be paid to employees.

#### **4.2.1 Notice for Saturday Work**

The company shall, wherever possible, give employees at least two (2) working days' notice of Saturday work involving production.

### **4.3 Sunday Work**

For all work performed on Sundays, with the exception of a Monday night shift which begins on Sunday evening at 10:00 pm or later, the premium rate of double time and one half shall be paid to all employees.



#### 4.4 Shift Schedules

The regular day shift shall commence between the hours of 6:00 am and 9:00 am. Any shift commencing at or after 9:00 am and before 5:00 pm shall be considered the pm shift. Any shift commencing at or after 5:00 pm and before 6:00 am shall be considered the night shift.

##### 4.4.1 Schedule Posting – Times, & Communication Responsibility

The schedule of hours to be worked each day shall be posted by 1:00 p.m. Thursday, and finalized by 10:00 a.m. Friday of the week preceding the next work week and scheduling shall provide for at least twelve (12) hours elapsed time between the close of each man's shift and the start of his next shift. If the said elapsed time is not granted the employee shall be paid overtime rates for those hours worked within the twelve (12) hour period. The exception to this would occur when there is a requirement for business meetings or training, where scheduling shall provide for at least eight (8) hours elapsed time and no overtime shall apply.

Midnight shift employees will be informed by their Supervisor of their scheduled hours of work for the following week prior to the completion of their Thursday Midnight shift. The locked bulletin board in the lunchroom will be used for purposes of crew scheduling and for such other purposes as may be agreed upon by the Company and the Union.

It is understood by both parties that in instances where an employee takes time off (or is sick) on a Friday, and there has been a change to that employee's shift between the issuing of the Thursday 1 pm schedule and the Friday 10 am final version, it is the Departmental Shift Coordinator's responsibility to ensure the employee is aware of the change. The company will not be held responsible for the notification of the said change. This situation does not apply to departments that operate without Shift Coordinators (ie: Bottleshop, Logistics) where the appropriate staff shall handle this duty.

##### 4.4.2 Shift Change Premium

When an employee's scheduled starting time is changed, all hours worked in his originally scheduled shift will be paid at regular time; all other hours worked outside of this time period will be paid at the appropriate overtime rate.

##### 4.4.3 Progression of Starting Times

There shall be a minimal amount of progression of starting times for different employees during the day, p.m. and night shifts.

##### 4.4.4 Shift Exchanges

Shift exchanges between employees are not allowed unless approved in writing by a manager.

Employees may request shift exchanges and the following will apply:

- (a) The employee on a shift exchange must be qualified to perform the duties of the specific employee he is replacing.
- (b) Employees shall record shift exchanges and any cancellations in advance.
- (c) These arrangements will be confirmed in writing and initialed by all employees involved prior to the weekly schedule being finalized.
- (d) Once initialed the employee(s) who agrees to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule.

#### 4.4.5 Technical Planners

One Technical Planner Millwright and one Technical Planner Electrician, will be scheduled on day shift, as long as the Technical Planner posting is in effect, unless the normal staffing status prevents Millwright/Electrician coverage on all shifts, in which case Technical Planners may be inserted back into the scheduled rotation until the normal staffing status is back in place. Normal staffing is as per the staffing blue print in place as of March 2017.

#### 4.5 Lunch Break, Rest Periods and Hot Meal

All employees shall be allowed one-half (1/2) hour off for the mid-day meal, which half hour shall be included in the working hours above stipulated.

Every employee shall receive two (2) fifteen (15) minute rest periods in each eight (8) hour shift.

All employees shall receive a fifteen (15) minute rest period before commencing one (1) hour of overtime work and shall receive an additional fifteen (15) minute rest period after each additional two (2) hour period.

Employees who are required to work two (2) or more hours of overtime continuous with their regular shift shall be granted a meal allowance of ten dollars (\$10).

#### 4.6 Call-In

A regular employee must be notified four (4) hours before quitting time if he is not to report for work the next day. If he is not notified, work shall be provided the following day.

Any employee called out to work for less than a half (1/2) day shall receive not less than one-half day's wages.

##### 4.6.1 Emergency Call-In:

When an employee is called in for breakdown or emergency work after completing his scheduled shift and before returning to work for his next regular shift, he shall be paid for at least four (4) hours at the appropriate rate, minimum of four hours at double time.

Should this call-in period immediately precede his regular shift, he will be paid straight time for the hours worked on his regular shift.

##### 4.6.2 Regular Call-In:

When an employee is called in for other than breakdown or emergency work within four (4) hours preceding his regular shift, he is entitled to an overtime payment at the appropriate rate for the time

period worked prior to the commencement of his regular shift. He will then be paid straight time for the hours worked on his regular shift.

#### 4.7 Friday Shift Schedule

It will be the practice to arrange Friday shift schedules in the bottleshop and canline so that the afternoon shift will have completed their work by 9:00 pm. This schedule should be utilized whenever production levels allow for it and will be accomplished by starting the afternoon shift 3 hours early.

The Company will indicate whether or not production requirements will allow for the early start with as much notice as possible, and will confirm no later than 2:00 pm Wednesday of that week.

#### 4.8 Banking Overtime

Banking of overtime hours and premium hours will be granted to all employees as per Letter of Understanding No. 1.

#### 4.9 Shift Continuance

Shift overtime for shift extension expected to be two (2) hours or less will be offered to employees currently on shift as shift continuation. If overtime is expected to be longer than two (2) hours, this clause and other relevant clauses will apply.

**ARTICLE 5 – WAGES**

5.1 Pay Day

In effect until the first pay of January 2018: Wages shall be paid on every second Thursday, during working hours, to employees on the day shift and the night shift. Employees on the "p.m." shift shall be paid during their Wednesday shift. In the event the said Wednesday or Thursday is a holiday, wages shall be paid on the preceding workday. If Friday of pay week is a holiday, payday will be the preceding Wednesday.

In effect as of the first pay period in January 2018: The monies owed for a pay period shall be directly deposited to the employees’ desired account on the Friday following the end of the pay period by 5:00 AM (when a general holiday falls on a Friday then such deposit shall be paid on the Thursday following the end of the pay period by 5:00 AM).

5.2 Pay Periods Defined

Each pay period shall be every two (2) weeks, starting on Monday and ending on Sunday.

5.3 Deductions

Except those required by law, deductions from any employee's wages shall be made only on authority of the employee.

5.4 Pay Statements

Pay statements will include all information required by Federal and Provincial Statutes or as required by this agreement.

5.5 Wage Classifications

See attached schedule.

<b>Wage Classifications</b>				
Classifications	Effective			
	Mar 23 2017	Mar 23 2018	Mar 23 2019	Mar 23 2020
Temporary Employee (Permit Card)	\$17.26	\$17.26	\$17.26	\$17.26
<b>T1 (Employees hired before March 23rd 2010) &amp; TRADES</b>				
<b>% Increase</b>	<b>1%</b>	<b>0%</b>	<b>1%</b>	<b>2%</b>
Production Employee	\$34.32	\$34.32	\$34.66	\$35.35
Bottleshop Rotation	\$34.38	\$34.38	\$34.72	\$35.41
Machine Operator, Logistics	\$34.69	\$34.69	\$35.04	\$35.74
Bottleshop Utility Operator	\$34.69	\$34.69	\$35.04	\$35.74
Brewing	\$34.52	\$34.52	\$34.87	\$35.57

Racking	\$34.45	\$34.45	\$34.79	\$35.49
Sensory Analyst	\$34.38	\$34.38	\$34.72	\$35.41
Packaging Quality Analyst	\$34.38	\$34.38	\$34.72	\$35.41
Oiler	\$34.59	\$34.59	\$34.94	\$35.64
Electrical/ Instrumentation	\$37.93	\$37.93	\$38.31	\$39.08
3rd Class Steam Engineer	\$38.03	\$38.03	\$38.41	\$39.18
Maintenance Mechanic	\$37.93	\$37.93	\$38.31	\$39.08
Millwright Apprentice	<b>To be reclassified as Maintenance Mechanic upon completion of fourth period</b>			
on completion of 30 day trial	\$34.97	\$34.97	\$35.32	\$36.03
on completion of first period	\$35.19	\$35.19	\$35.54	\$36.25
on completion of second period	\$35.40	\$35.40	\$35.75	\$36.47
on completion of third period	\$35.61	\$35.61	\$35.97	\$36.69
on completion of fourth period	\$37.93	\$37.93	\$38.31	\$39.08
<b>T2 (Employees hired after March 23rd 2010)</b>				
<b>% Increase</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Production Employee	\$25.64	\$26.15	\$26.67	\$27.20
Bottleshop Rotation	\$25.64	\$26.15	\$26.67	\$27.20
Bottleshop Utility Operator	\$25.64	\$26.15	\$26.67	\$27.20
Racking	\$25.64	\$26.15	\$26.67	\$27.20
Brewing	\$25.64	\$26.15	\$26.67	\$27.20
Racking	\$25.64	\$26.15	\$26.67	\$27.20
Machine Operator, Logistics	\$25.64	\$26.15	\$26.67	\$27.20
Oiler	\$25.64	\$26.15	\$26.67	\$27.20
Sensory Analyst	\$25.64	\$26.15	\$26.67	\$27.20
Packaging Quality Analyst	\$25.64	\$26.15	\$26.67	\$27.20

**\*Wages applicable on March 23<sup>rd</sup> 2017 will be applied retroactively upon signature of this Collective Bargaining Agreement.**

**\*As of March 23<sup>rd</sup> 2018, a lump sum of 700\$ will be paid to all active T1 employees & Trades.**

5.6 Cost of Living Clause

Applies each year from 2017 - 2021:

A Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and general holidays, in the period from April 1, 2000 to March 31, 2001, the first pay period following publication of the March 2001 Consumer Price Index, on the basis of one (1) cent per hour for each full 0.3 change in the Consumer Price Index, (2002 = 100) in the period from April 1, 2000 to March 31, 2001 calculated by subtracting the Consumer Price Index for the month of March 2000, after adding thereto 4% of the March 2000 Consumer Price Index, from the Consumer Price Index for the month of March, 2001.

5.7 Variable Compensation (Performance Bonus)

Principles for the Variable Compensation Program:

- (a) This plan applies to permanent, active seniority employees only.
- (b) The performance bonus will be calculated based on the base hourly rate multiplied by the active hours worked to a maximum 2080 hours in a calendar year. For greater clarity, active hours worked does not include hours lost due to layoff, WI, WCB, LTD, sickness, or leave of absence.
- (c) Payout will be made in the form of a onetime annual lump sum coincident with payment of the salaried employee performance bonus which is presently paid in April of the following year and will be subject to normal statutory deductions.
- (d) This variable component will not be included in the base hourly rate for any calculation.
- (e) The annual amount of the percentage bonus opportunity will be as follows:
- (f) Employees with a seniority date which predates March 22, 2010:

Year starting January 1, 2017	Up to 7%
Year starting January 1, 2018	Up to 7%
Year starting January 1, 2019	Up to 7%
Year starting January 1, 2020	Up to 7%
Year starting January 1, 2021	Up to 7%

- (g) Employees with a seniority date acquired after March 22, 2010:

Year starting January 1, 2017	Up to 10%
Year starting January 1, 2018	Up to 10%
Year starting January 1, 2019	Up to 10%
Year starting January 1, 2020	Up to 10%
Year starting January 1, 2021	Up to 10%

- (h) For greater clarity, the following will apply for partial years of work:

(a)	Termination	not eligible for any payment
(b)	Resignation	not eligible for payment

(c)	Retirement	prorated based on number of hours worked (including vacation) within the calendar year
(d)	Layoff/closure	prorated based on hours worked within the calendar year

(i) How the calculation works:

1. Management will determine a list of common targets in each calendar year.
2. Each target will be weighted with the sum of all targets equal to 100%.
3. Results will be based on full calendar year performance and each target will be either achieved in full or considered not achieved (no partial completion).
4. The sum of the achieved targets will determine the overall percentage achievement for the entire brewery and logistics group.
5. The bonus will be calculated as follows:

1.	Number of active hours worked (as defined above)
	multiplied by
2.	Base hourly rate
	multiplied by
3.	Percentage bonus opportunity
	multiplied by
4.	Percentage achievement of annual targets

6. The parties agree that notwithstanding any other provision in the collective agreement, no grievances will be filed, processed or arbitrated concerning any aspect of the Variable Compensation (Performance Bonus) Program since any disagreements concerning the Program do not constitute a difference between the parties for purposes of the collective agreement and the Labour Relations Act.

## 5.8 Premiums

### 5.8.1 Afternoon Shift Premium

For all work performed on the p.m. shift, a premium of seventy (\$0.70) cents per hour shall be paid on all hours worked.

### 5.8.2 Night Shift Premium

For all work performed on the midnight shift, a premium of one dollar and ten cents (\$1.10) per hour shall be paid for all hours worked.

### 5.8.3 Trainer Premium

When deemed applicable by the Company employees engaged as trainers will receive thirty cents (\$0.30) per hour in addition to the employee's current wage rate.

#### 5.8.4 Shift Coordinator Premium

When deemed applicable by the Company employees engaged as shift coordinators will receive \$1.00 per hour in addition to the employee's current wage rate.

#### 5.8.5 Maintenance Dual Trade Premium

Effective March 23, 2004, 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 Alberta Education Apprenticeship and Tradesmen Qualification Branch. Any other shift coordinator or lead hand premiums will not be paid.

Notwithstanding the above paragraph, the Company may remove the above premium from any employee who refuses work in their additional trade qualification.

- (a) Electrician & Instrument Technician \$1.50 per hour
- (b) Millwright & Welder \$1.50 per hour
- (c) Millwright & Machinist \$1.50 per hour
- (d) Millwright & 3rd or 2nd Class Power Engineer \$1.50 per hour
- (e) Electrician & 3rd or 2nd Class Power Engineer \$1.50 per hour
- (f) 2nd class engineers shall receive a \$1.50 per hour

#### 5.8.6 Premiums for new equipment/jobs/classifications

When new types of production equipment or new jobs related thereto, or new classifications of work for which rates of pay are not covered by this Agreement are put into use or effect, rates governing such operations shall be established by agreement between both parties. If the parties cannot agree to such rates the matter shall be referred to arbitration.

#### 5.9 Substituting of Higher or Lower Rated Jobs

Any employee substituting on a higher rated job shall receive the higher rate of pay while so doing, but any employee substituting on a lower rated job shall not have his regular rate of pay reduced, unless such employee is transferred on a lower rated job as a result of the operation of the seniority provisions contained in this Agreement.



## ARTICLE 6 – GENERAL HOLIDAYS

### 6.1 General Holidays Defined

The following shall be considered as General Holidays on which employees shall not be required to work:

New Year's Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	Civic Day
Canada Day	Remembrance Day
Labour Day	Family Day
Thanksgiving Day	Christmas Eve Day

And all other general holidays as may be declared by the Provincial or Federal Governments. Employees shall be paid for the above-mentioned general holidays at the regular rates.

### 6.2 Holiday Pay

All employees will receive eight (8) hours 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 immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately after the day on which the said holiday is observed. Where an employee is unable to seek the required permission due to extenuating circumstances beyond his control, then that required permission may be sought after his return to work.

### 6.3 General Holidays Entitlement when an Employee is Absent

The employee shall be entitled to receive general holiday benefits when absent in cases involving sickness and accident up to one hundred and four (104) weeks' duration from commencement of disability. Employees who are qualified for weekly indemnity on a day on which a general holiday falls, or who qualify for weekly indemnity subsequent to the general holiday, will be entitled to top-up pay for this general holiday.

### 6.4 Holiday Pay when an Employee Works on a Holiday

For all work performed on the aforementioned general holidays, double time and one-half shall be paid to all employees in addition to holiday pay.

### 6.5 Holiday Pay when an Employees is on Vacation on a Holiday

If a general holiday falls during an employee's vacation period, an extra day's holiday with pay will be granted on the work day immediately prior to or following his vacation, or at a time mutually agreed to between the employee and his Supervisor.

## 6.6 Holiday on Weekends

If a general holiday falls on a Saturday or Sunday, the work day or days prior to or immediately following these days shall be observed as the general holiday.

## ARTICLE 7 – VACATIONS

### 7.1 Vacation Entitlements

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

Years of seniority	Weeks of vacation entitlement
< 1 year	2 weeks with full pay, prorated to seniority date
1 year	2 weeks with full pay
3 years	3 weeks with full pay
8 years	4 weeks with full pay
15 years	5 weeks with full pay
20 years	6 weeks with full pay
25 years	7 weeks with full pay

For the purposes of the above seniority shall be considered to have commenced on January 1st of the year in which the employee commenced employment.

In an employee's first year on the seniority list, vacations shall be pro-rated to the date of seniority. Vacation will not be taken during an employee's probationary period.

### 7.2 Prime-time Vacation

In the case of employees receiving three (3), four (4), five (5), six (6), or seven (7) weeks' vacation, one (1) week, two (2) weeks or three (3) weeks, whichever is applicable, must be taken within the periods January 15th to April 30th or September 1st to November 15th, the employee to state in January the date he prefers to take this week(s).

Exceptions to the foregoing will be granted upon request to the employee's immediate Supervisor, provided that the request is consistent with Section 7.4.

### 7.3 Vacation Carry-over

Employees are not required to take their vacations during the calendar year in which they become eligible for such; but must have all of their vacation entitlement scheduled by November 30<sup>th</sup> of each year and use their entitlement by March 31<sup>st</sup> of the following year.

### 7.4 Vacation by Seniority

Provided this does not interfere with the operation of the plant, vacations shall be taken at the time or times most desired by the employee concerned. Seniority shall govern the selection of vacation dates in cases of disputes.

#### 7.5 Vacation selection process

The vacation planner will be posted in each year from January 1 to March 15 to cover the time period April 1 to March 31. Employees shall indicate thereon the choice of dates for their vacation. This planner will be taken down March 16, reposted for revisions by March 23 and finalized by March 31.

Any employee requesting a full week of vacation shall be given preference over any employee requesting a portion of that week, regardless of seniority. This rule will not apply to "first come first served" vacation requests made after March 31.

#### 7.6 Vacation postponed in case of disability or injury

In the event that an employee becomes ill or is injured after having commenced his vacation he shall at that point have the remainder of his vacation cancelled for that period and re-scheduled at a later date. In order to implement this clause, the employee must first contact his Supervisor immediately he becomes ill or is injured, and he must be able to meet the Weekly Indemnity requirements.

#### 7.7 Absence over 104 weeks

No paid vacations will be established for an employee who is absent for more than one hundred and four (104) weeks.

#### 7.8 Absence under 104 weeks

Notwithstanding any other Article of this Agreement, an employee's annual vacation must be taken as prescribed by the Collective Agreement. Employees who are in receipt of disability compensation allowances, such as Workers' Compensation, Weekly Indemnity, Company-paid sick leave, etc., shall, within the first 104 weeks of such absence, have added to such allowance, by the Company, vacation wages so that the employee receives, during his vacation period, the full amount he would have received had he not been disabled, sick, etc., but in no event shall he be entitled to receive more in combined compensation and vacation wages than he would have received were he not in receipt of such disability compensation allowances.

## ARTICLE 8 – VACATION BONUSES

### 8.1 Qualification

Employees who have qualified for three (3) or more weeks annual vacation shall be eligible to receive a vacation bonus in cash and equal to twenty (20) per cent of such employee's normal vacation entitlement.

### 8.2 Using Vacation Bonus

- (a) Vacation bonus credits shall only be used as time off in periods as designated by the Company (for example, low production periods, shutdowns, mini-overhauls, Christmas).
- (b) Whenever possible, the Company will give the Union thirty (30) days' notice of the designated time periods.
- (c) Vacation bonus credits must be booked before December 15<sup>th</sup>, and taken before the end of the last pay period of the year. Employees who do not take their vacation bonus credits during these periods will be paid out their remaining credits at the last pay period of the year.
- (d) If, however, the employee decides to use the vacation bonus entitlement as a straight cash supplement to vacation, the bonus will be paid in cash at the time of the employee's vacation during the period of January 1<sup>st</sup> to December 31<sup>st</sup>.

## **ARTICLE 9 – WELFARE**

### **9.1 Life Insurance/ Medical/ Dental/ Paramedical/ Vision Care**

The Company shall furnish at no cost to each employee who has become a regular employee, and who has attained seniority, a welfare plan whereby each employee shall receive the following coverage. Benefit entitlement will be provided only after successful completion of a one hundred and twenty (120) day waiting period.

#### **9.1.1 Life Insurance for employees**

Effective March 23<sup>rd</sup>, 2016 the amount of life insurance shall \$83,000 for employees actively at work on that day.

Employees not actively at work on the above-mentioned day shall only be provided increased insurance coverage upon their return to active employment.

#### **9.1.2 Life Insurance for future pensioners**

Life Insurance for future pensioners is \$7,500. This provision shall not apply to any full time employees hired after March 23, 2010.

#### **9.1.3 Accidental Death and Dismemberment**

Effective March 23<sup>rd</sup>, 2016 the amount of Accidental Death and Dismemberment shall be increased to \$83,000 for employees actively at work on that day.

Employees not actively at work on the above-mentioned day shall only be provided increased insurance coverage upon their return to active employment.

#### **9.1.4 Medical care and surgical coverage**

Medical care and surgical coverage for employees (Alberta Health Care Insurance).

#### **9.1.5 Semi-private Hospital Rooms**

The plan covers semi-private hospital rooms at 100% coverage. In addition full cost of the existing premium for Combined Hospital and "Other Services" benefits.

An employee must be prescribed a generic drug when available. Otherwise, the employee is reimbursed the cost of the generic drug.

#### **9.1.6 Dental Care Plan**

The maximum per year for basic services is increased to \$1000 for eligible expenses effective April 1, 2013. Reimbursement -- 100% of the cost of eligible basic services, as now defined, up to the yearly maximum. 9 month recall exam.

The combined lifetime maximum for Restorative and Orthodontic Services will remain unchanged at \$6,000. There is a provision for an annual re-instatement for incurred claims of up to \$500 at the beginning of each calendar year, if required, to restore such lifetime maximum to the maximum level.

Reimbursement: 100% of the cost of eligible restorative services as now defined and 50% for orthodontics as now defined, up to the lifetime maximum stated

Notwithstanding the above paragraph, any regular full time employee hired after January 1, 2015 will have their basic and eligible restorative dental services covered at 90%.

#### 9.1.7 Sick Leave, Insured Weekly Indemnity, and Insured Long Term Disability benefits

As described in Section 9.2.

#### 9.1.8 Additional Benefits

Effective April 1<sup>st</sup>, 2013:

- (a) Physiotherapist \$500 per year
- (b) Chiropractor \$350 per year
- (c) Podiatrist \$350 per year
- (d) Speech Language Pathologist \$350 per year
- (e) Psychologist \$350 per year
- (f) Diabetic Supplies for employees only including syringes, needles, diagnostic aids if required for treatment of diabetes (automatic injectors and similar equipment not covered).
- (g) Subject to a maximum annual reimbursement of \$1200 for all practitioners.
- (h) Vision Care:

The following vision care benefit, when prescribed by a physician or optometrist, is available to employees Effective April 1<sup>st</sup>, 2004: frames, lenses and the fitting of prescription glasses and contact lenses. The benefit is \$250 every 24 months for each eligible insured person and for dependent children under the age of 18.

Coverage of Laser Eye Surgery to a maximum amount of \$1,000 lifetime for employees only.

Eye examination to a maximum amount of \$60 per person per twenty-four (24) months for employees, spouse and any eligible dependents is included.

#### 9.1.9 Coverage for employees hired after January 1<sup>st</sup>, 2015

Notwithstanding any items covered in Section 9.1.5 & 9.1.8, any regular full time employee hired after January 1<sup>st</sup>, 2015 will have their medical expenses covered at 90% with the exception of prescription drugs which shall remain the same as the most current plan agreement.

## 9.2 Sick Leave/Weekly Indemnity/LTD

### 9.2.1 Sick Leave:

When requested, employees will furnish a doctor's certificate proving disability to the satisfaction of the Company. Employees who achieve regular employee status shall be entitled, upon attainment of regular employee status, to a maximum of six (6) paid sick day credits per calendar year. Sick time will be allocated on a pro-rated basis during the year in which an employee attains regular employee status. These sick credits will not accumulate from one calendar year to the next, however, all unused credits will annually be valued and set in the employee's top-up bank to provide up to full pay to cover for paragraphs (b) and (c) below.

This sick leave shall be applied to provide full pay by supplementing approved Weekly Indemnity or approved Workers' Compensation payments for working days lost during:

- (a) The three (3) waiting days prior to start of Weekly Indemnity payments resulting from illness;
- (b) The period of Weekly Indemnity payments resulting from sickness or non-occupational accidents or Workers' Compensation accidents, in which cases sick pay will be used to supplement Weekly Indemnity, Workers' Compensation up to full pay;
- (c) Days of absence, to a maximum of the employee's top-up bank for non-occupational disabilities which are covered by W.I. or L.T.D.

An employee's maximum entitlement of sick days shall be reduced by one (1) hour for each hour or part hour of sick leave when supplementing Weekly Indemnity payments or Worker's Compensation payments.

Full pay for an employee shall mean the equivalent of his standard daily hours times his job rate of pay, and the payment of sick pay shall not result under any circumstances in an employee receiving more than full pay on any lost working day.

The Company at its discretion may appoint the Doctor to examine the employee. A copy of the Doctors report should be sent to the employee's family doctor. Abuse, misrepresentation or any misuse of the above clause by the employee shall be sufficient grounds for his dismissal.

### 9.2.2 Insured Weekly Indemnity

Calculated on a five (5) day work week

Where an employee is disabled due to a sickness or a non-occupational accident, a weekly benefit amounting to 75% of wages (applicable classified hourly rate X 40) in effect during the 26 week period will be paid to an employee who is off work and under the care of a doctor.

Payments will commence on the first day of the disability, if due to an accident, and on the fourth day, if due to a sickness provided medical attention is received, and will continue to a maximum of 26 weeks for any one (1) period of disability. Advances by the Company will be suspended if documentation is not received within two (2) weeks of date of absence. Payments of claims will be paid directly by Manulife for all new employees hired after March 22nd, 2010.



### 9.2.3 Long-Term Disability

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 weeks 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 payment of 60% of wages (applicable classified hourly rate X 40) in effect during the first 78 weeks of the Long Term Plan.

Should the disability continue past the 104 weeks period (26 weeks + 78 weeks) the future weekly benefit will be calculated at 60% of wages (hourly rate X 40) in effect at the 104th week of disability.

### 9.2.4 Long-Term Disability – Accommodation

If an employee is on L.T.D. for a period in excess of 104 weeks, but is capable of performing some position in the Bargaining Unit, the Company will agree to assign him to that position as long as seniority provisions can accommodate the assignment.

### 9.2.5 Long-Term Disability – Rehabilitation Benefits

If an employee's Monthly Indemnity ceases because he is no longer disabled to the extent required by this provision and he immediately enters a rehabilitation program, then during such program the insurance company will pay to him a monthly rehabilitation income as set out in the following paragraph for a period of not more than 12 months.

#### (a) Amount of Monthly Rehabilitation:

The amount of monthly rehabilitation income will be the amount of monthly indemnity which the employee has been receiving prior to entering his rehabilitation program reduced by 50% of any compensation received by him for work performed during the program, except that if at any time the employee's total monthly income arising from the sum of his monthly rehabilitation income, his compensation during rehabilitation and any income received from sources referred to in Item 1 to 5 of the Schedule below exceeds 75% of his earnings from the employer as set out in Section 9.2.3 of L.T.D. Plan during his disability period, then in such event the employee's monthly rehabilitation income will be reduced by the extent of such excess.

#### (b) Income Schedule

1. Salary or wage
2. Indemnity from other Group Insurance Plan
3. Company Retirement Plan
4. Government Benefits
5. Workers' Compensation

(c) Definition of Rehabilitation Program

For the purpose of this provision a "rehabilitation program" means a program of vocational training or a period of work for the purpose of rehabilitation, either of which is approved in writing by the insurance company.

9.2.6 Coverage under Insured Weekly Indemnity and Long Term Disability Plans

Coverage will be continued:

- (a) For the first one hundred and four (104) weeks of a disability provided the employee is unable to perform his own job.
- (b) In excess of 104 weeks, provided the employee is unable to perform any job for any employer for which he is reasonably qualified by training, education, or experience, or experience to perform, as determined by the insurance carrier.

The Weekly Indemnity plan and 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, Employment Insurance, and, in the case of long term disability, will also include an offset clause for integrating Workers' Compensation.

Employee benefits payable will be reduced by the monies received from any of the sources listed above. If no application is made by the employee in a timely manner, the employer may deny the benefit or reduce the amount payable by the net amount the employee would receive if the application was made.

9.2.7 Employees Absent on Effective Date

Employees who:

- (a) Are absent from work on Weekly Indemnity on the effective date of the new sickness and accident plans, and,
- (b) Recover and return to work for at least a 2 week period prior to the expiry of their 104 weeks, shall then be covered by the revised Weekly Indemnity and insured Long Term Disability Plan, or,
- (c) Recover and return to work for at least one (1) day prior to the expiry of their 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.

9.2.8 Pension Accrual

The Company will provide the necessary monies to build up the pension of any employee receiving benefits from the insured Long Term Disability Plan at the rate of pension accrual in effect at the commencement of the disability.

### 9.2.9 Pay Day

Employees absent due to sickness or non-occupational or occupational accident shall be paid every plant payday.

### 9.2.10 Reimbursement of Medical Notes

Employees will be required to submit completed Weekly Indemnity and Workers' Compensation claim forms as requested by the Company and made payable to the company to receive pay in subsequent pay periods.

- (a) The Company will reimburse an employee for the full costs of providing or filling out any required note or form related to occupational injuries.
- (b) The Company will reimburse an employee for the full costs of providing or filling out any Doctor's note requested by a manager, as per Section 9.2.1.
- (c) In the case of non-occupational injuries, the Company will reimburse for the full costs of providing or filling out any note or form following the initial claim, when requested by either the Company, or by its disability insurance provider, if applicable.

## 9.3 Pension Plan

### 9.3.1 DB Pension Plan (for all full time employees hired prior to March 23, 2010)

The following provides a summary of the Labatt Retirement Plan for hourly employees in Edmonton. A more detailed description of the Plan is contained in the official Plan text, which is the governing document for this plan. If you have any questions, please do not hesitate to contact your Human Resource Department.

The Current Pension Plan is amended to reflect the following changes. It is further agreed and understood that all other provisions of the pension plan shall remain unchanged and further, that no other amendments shall be made to the plan to be effective prior to March 23, 2010.

All Major Medical and Retiree Life Insurance Benefits shall apply only to full time employees hired prior to March 23, 2010.

#### (a) Minimum Pension at Normal Retirement

A member retiring at age 65 with at least 30 years of credited service is entitled to a pension which consists of:

1. The member's Labatt pension, before reduction for provision of the spousal pension.
2. The full unreduced Canada Pension Plan Retirement Benefits, determined at the date of the member's retirement, regardless of the member's actual Canada Pension Plan entitlement at the date of retirement.

The sum of these two components will produce a minimum monthly pension of:

Effective	NRD (age 65 w/30 years service)	SER (age 55 w/30 years service)
March 23, 2017	\$3,615/month, includes CPP	\$3,615/month
March 23, 2018	\$3,625/month, includes CPP	\$3,625/month
March 23, 2019	\$3,635/month, includes CPP	\$3,635/month
March 23, 2020	\$3,635/month, includes CPP	\$3,635/month

Note: \$1,114.17 is the 2017 maximum CPP figure

- (b) Pension Examples: The following examples are based on the Labatt Retirement Plan provisions as amended March 23, 2017 and assume the employee is credited with at least 1800 hours in each year until retirement.

85 Points (age 59 w/26 years of service)

-minimum 55 years of age

A member retiring on or after March 23, 2017, and after having attained age 55 and whose age plus years of credited service total 85 or more (but prior to having qualified for Special Early Retirement) is entitled to an immediate monthly pension equal to:

$$(\$NRD \text{ Amount} - CPP) \times (\# \text{ of years service}/30)$$

$$(\$3,615 - \$1,114.17) \times 26/30 = \$2167.39/\text{month}$$

Note: \$1,114.17 is the 2017 maximum CPP figure

Other Early Retirement (age 59 w/20 years service)

-minimum 55 years of age

A member retiring on or after March 23, 2017, and after having attained age 55 but prior to having qualified for Special Early Retirement or 85 Point Retirement is entitled to an immediate monthly pension equal to:

$$(\$NRD \text{ Amount} - CPP) \times (\# \text{ years service}/30) \text{ less } 1/3\% \text{ per month before age } 65$$

$$(\$3,615 - \$1,114.17) \times 20/30 \times 76\% = \$1267.09/\text{month}$$

Note: \$1,114.17 is the 2017 maximum CPP figure

Death Before Retirement – (after 10 years of continuous service; calculation assumes 85 points)

If a member dies after having attained 10 years of continuous service but before he has started to receive pension payments, his spouse shall receive an immediate pension equal to 60% of the pension the member would have received if he had qualified for 85 Point Retirement.

$$(\$NRD \text{ Amount} - CPP) \times (\# \text{ years service}/30) \times 60\%$$

Example: age 45 w/20 years of service

$$(\$3,615 - \$1,114.17) \times 20/30 \times 60\% = \$1000.33/\text{month}$$

Note: \$1,114.17 is the 2017 maximum CPP figure

(c) Crossover Benefit

When a member retires under Special Early Retirement or 85 Point Retirement, their pension benefit will be recalculated at their Normal Retirement Date. The minimum monthly pension benefit and the full unreduced CPP retirement benefit, in effect on the members Normal Retirement Date, will be used to determine whether a member's Labatt pension benefits will be increased from that day forward.

(d) Major Medical and Retiree Life Insurance Benefits

Employees who retire at age 55 or over, with 10 years of continuous service, qualify for retiree major medical and retiree life insurance.

Eligible major medical expenses incurred by employees who retire after March 22<sup>nd</sup>, 2000, beyond the \$10,000 maximum will be reimbursed by the company to a maximum total of \$15,000 inclusive.

(e) Termination of Employment (Vesting)

A member's pension shall be completely vested upon completion of two (2) years of credited service and is payable at age 65.

(f) Joint and Survivor Pension

A member with an eligible spouse who takes Normal, Special Early, 85 Point or Early Retirement on or after March 23<sup>rd</sup>, 2010, shall receive a joint and survivor pension unless the person entitled to the joint and survivor pension delivers to the Plan Administrator a written waiver of such entitlement in the prescribed form within the period of twelve (12) months immediately preceding the commencement of the pension benefit.

Unless waived, the member's Labatt pension shall be actuarially reduced during his lifetime. Upon his death, his eligible surviving spouse shall receive a pension of 66 2/3% of the member's reduced pension.

(g) Escalation of Benefit

Commencing with the January 1<sup>st</sup> following a member's actual retirement date, the member's pension shall be increased each January 1<sup>st</sup> by the percentage set out in the existing pension escalation formula.

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

9.3.2 DC Pension Plan (for full time employees hired on or after March 23, 2010)

The Company will provide a contributory Defined Contribution Plan (DC) for permanent full time employees of Labatt Breweries Limited in Edmonton, Alberta hired on or after March 23, 2010.

(a) Membership

A full time wage employees hired on or after March 23, 2010 shall become a member on the first day of the month coincident with or immediately following date of regular employment.

(b) Contributions

Effective March 23, 2017

Company contribution: 6%

Employee contribution: 6% mandatory

Note: The earnings for purposes of contributions will be based on hours worked at base hourly rate up to a maximum of 2080 hours per year.

(c) Termination of Member & Company Contributions

Pension contributions shall cease upon the earlier of:

- The member's termination of employment
- The member's retirement date
- The member's death

(d) Leave of Absence

A member who is on a period of leave during which the member does not have earnings and where legislation applicable to the member requires the member be permitted to make contributions to the plan or the company approves such leave and specifically permits the member to make contributions to the plan, may make the contributions had he/she been in active employment. The maximum length of leave of absence shall be based on the terms of the collective agreement.

(e) Vesting

The member shall be 100% vested immediately upon pension plan membership.

9.3.3 DC Pension Plan (for temporary employees hired on or after March 23, 2010)

The Company will provide a contributory Defined Contribution Plan (DC) for temporary employees of Labatt Breweries Limited in Edmonton, Alberta hired on or after March 23, 2010 after they qualify according to pension legislation.

(a) Membership:

A temporary employee has a 2 year qualifying period (work 700 hours or earn 35% of the YMPE in each year)

(b) Contributions:

Company contribution: 3%

Employee contribution: 3% mandatory

The other provisions applicable to the DC Plan for temporary hired on or after March 23, 2010 shall be the same as the DC Plan provisions for the full time employees hired on or after March 23, 2010.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.1 Discipline for Just Cause**

Employees who have completed probation shall only be disciplined for just cause. All disciplinary action will be in writing. A copy of each disciplinary notation or action will be given to the Local President or designate.

### **10.2 Definition of Discipline**

A disciplinary action imposed by management will be any of the following; a formal verbal warning (confirmed in writing), a written warning, a suspension or a dismissal. No verbal commitments can be made regarding any discipline decision.

### **10.3 Right to Grieve**

The Company or the Union, or aggrieved employees, can file grievances for processing under this Agreement.

Letters of Understanding signed by the Company and the Union shall be deemed to be part of the Agreement for the purpose of enabling a grievance to be processed under this Agreement.

### **10.4 Grievance Procedure**

In the case any grievance arises, an honest effort shall be made to settle the differences.

Grievances arising out of a dismissal of an employee will be submitted directly to the third step of the grievance procedure and all other grievances shall be handled in the following manner:

#### **10.4.1 Step 1**

The aggrieved employee, who may be accompanied by the Shop Steward, shall within ten (10) working days of the grievance arising or becoming apparent discuss the matter with his immediate Supervisor. Failing a satisfactory settlement, the grievance shall be put in writing on the forms provided by the union and shall be signed by the Shop Steward.

Within a further five (5) working days the Supervisor shall schedule a meeting with the grievor and the Shop Steward in an attempt to reach a satisfactory settlement.

The Supervisor shall answer the grievance within five (5) working days of the Step 1 meeting.

#### **10.4.2 Step 2**

If the answer at Step 1 is not satisfactory the grievance may be advanced to the Department Head within five (5) working days of receipt of the answer at Step 1. The Department Head or his designate shall schedule a meeting with the Shop Steward, who may be accompanied by the grievor, within five (5) working days of receipt of the notice to advance the grievance to Step 2.

The Department Head or his designate shall answer the grievance within five (5) working days of the Step 2 meeting.

#### 10.4.3 Step 3

If the answer at Step 2 is not satisfactory the grievance may be advanced to the Plant Manager within five (5) working days of receipt of the answer at Step 2. The Plant Manager or his designate shall schedule a meeting with the grievance committee, who may be accompanied by the grievor, within five (5) working days of receipt of the notice to advance the grievance to Step 3.

The Plant Manager or his designate shall answer the grievance within five (5) working days of the Step 3 meeting.

#### 10.4.4 Step 4

If the answer is not satisfactory at Step 3, the grievance may be advanced to arbitration within thirty (30) working days of receipt of the answer at Step 3.

#### 10.4.5 Step 5

The grievance shall be submitted to a single arbitrator to be agreed upon by the parties. Should the parties fail to agree upon an arbitrator the Provincial Minister of Labour shall be requested to appoint an arbitrator. The decision of the arbitrator as to the interpretation or alleged violation of the Agreement shall be final and binding on the Company and the Union.

Where an arbitrator finds in favour of an aggrieved employee, such employee shall receive full back pay for the time lost arising out of the grievance, and full reinstatement in his former job, including all benefits and entitlements held prior to the grievance having arisen.

Where an employee has been suspended, dismissed, or disciplined, the arbitrator may confirm, modify or set aside the decision.

The arbitrator shall have the power to decide if a question before him is arbitrable. The Company and the Union shall share equally the cost of the arbitrator.

In the case of a grievance being filed by either the Company or the Union respecting any grievance as distinguished from the first tendered by an aggrieved employee, the parties shall commence discussions at the second step of the grievance procedure, and the grievance shall be put in writing by the aggrieved party should settlement not be reached in that step.

#### 10.4.6 Time Limits

The time limits specified in Steps One to Five may be extended by mutual agreement in writing. If any of the time periods are not adhered to by either party, the grievance shall automatically proceed to the next step.

Any grievance that has had no activity between parties for over one (1) year will automatically be considered withdrawn by the grievor. This delay is subject to extension upon agreement of both parties.



#### 10.4.7 Disciplinary Records

All disciplinary records will be removed from the employee's personnel folder and destroyed after a period of two (2) years from the date of issuance of such discipline and thereafter shall not be relied upon for any purpose. However, verbal warnings shall be removed from an employee's personnel file after only one (1) year as long as there has not been any other discipline on file within the one (1) year period.

#### 10.4.8 Disciplinary Investigation Procedure

The following procedure will apply when discipline is possible.

- (a) Fact finding or investigation meetings must be preceded by a notice to the employee and the Local President or designate explaining the purpose and reasons for the meeting.
- (b) Fact finding or investigation meetings must occur before any disciplinary action is taken. In all cases, confirmation of the disciplinary action taken and the reasons for such action will be given to the employee, the Union President or his/her designate.
- (c) No employee shall be disciplined, suspended, or dismissed later than fifteen (15) working days (excluding Saturday, Sunday, general Holidays, sick time or approved leave of absence) after the alleged offence, unless this time is extended by agreement, between the Company and The Local Union President or designate. Reasonable time extensions will be granted if requested.
- (d) The Local Union President or designate must be present at the fact finding or investigation hearing along with the employee as well as at any meeting where any discipline is being imposed.
- (e) In matters concerning suspensions, confirmation as to the dates of when the days without pay shall be served must be communicated within fifteen (15) business days of the decision otherwise the discipline shall be considered as void and removed from the employee's file.
- (f) Notwithstanding the above paragraph, the fifteen (15) business days could be extended by mutual agreement between the Union and the Company. This request will not be refused if a valid reason is brought forward.
- (g) Prior to effecting a discharge or suspension of an employee the Company shall notify the Union in writing as to the reason for the action being taken.
- (h) Any violations of the above procedures will render any resulting discipline null and void.

## **ARTICLE 11 – WORK STABILIZATION**

### **11.1 Guaranteed Wage Plan**

The Company will provide a guaranteed wage plan, a copy of which is attached as Appendix "A" which shall be an integral part of this Agreement.

### **11.2 Manpower**

The Company will as far as possible provide full employment for its employees. To this end extra shift or extra employees will not be used at any time to subsequently curtail the full-time work possibilities.

### **11.3 Job Training and Re-Training**

#### **11.3.1 Reasonable Training**

Employees shall be given reasonable training in all jobs within the Bargaining Unit, in the interests of the longer term employees not suffering from layoff because of not having had the opportunity to train or retrain for the more steady jobs.

#### **11.3.2 Tuition Costs Refund**

Employees will be eligible for refund of tuition costs (including prescribed text books) of educational courses provided that:

- (a) The course is given by a recognized school and is approved by the employee's supervisor, Department Head and People Manager, prior to the taking of the course and is a contribution to the development of the employee;
- (b) The course is likely to contribute to the employee's performance or advancement within the Company; and
- (c) The employee offers proof of successful completion of the course.

### **11.4 Technological Change**

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

- (a) The Company will give the Union notice of such technological change at least ninety (90) 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.

#### 11.4.2 Other Provisions

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:

1. The employees ultimately designated for indefinite layoff hereunder will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and terminating from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Section 14.1 hereof. If any of those employees were classified as regular employees prior to May 5, 1988, their separation payment calculation shall include an additional One Thousand Dollars (\$1,000);
2. 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:
  - i. 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;
  - ii. The additional eight (8) weeks of entitlement shall be the first weeks used.

## **ARTICLE 12 – SECURITY OF PRINCIPLES**

### **12.1 Picket Line**

The Union undertakes that there shall be no strike, slowdown, work stoppage, or other interruptions of operations and the Company undertakes that there shall be no lockout, each for the duration of the Agreement, it being understood that all differences between the parties shall be settled in accordance with the provisions of this agreement and as required by the Labour Relations Code.

If an employee in the bargaining unit encounters a legal picket line under the Labour Relations Code or successor legislation in the course of his normal duties, there shall be an immediate conference between parties before any decision is made whether the picket line should or should not be respected. In the event that the employees refuse to cross the picket line, both parties may pursue any actions available to them.

In the case of a strike or lockout after the expiration of this Agreement, a sufficient number of employees, as requested by the Company, will continue to work for the purposes of preserving the product and property of the Company. The maximum number of employees requested will be subject to mutual agreement.

### **12.2 Union Label**

The Company agrees to use the Union label on its bottles, cans and packages.

### **12.3 Union Malt**

Only Union made malt may be used when available and at cost neutral to the competition. 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.

### **12.4 Contracting Out**

The Company has the right to contract out work provided it does not cause a permanent employee lay-off or prevent a permanent employee from being called back to work. In the latter the employee must have the competencies to perform the work.

### **12.5 Union Bulletin Boards**

- (a) The Company agrees to provide one (1) locking Bulletin Board to the Union, which will be located in the Lunch Room. The Union shall hold all the keys for this Board.
- (b) The Company also agrees to maintain the other Boards currently used throughout the departments.

The aforementioned Boards will be for the exclusive use of the Union for its communications and other internal affairs. The Union shall not post any information that is discriminatory, harassing, defamatory or libelous on the bulletin boards.

## ARTICLE 13 – GENERAL

### 13.1 Jury Duty

When an employee is required to serve on a regular or coroner's jury, or is subpoenaed as a Crown witness, during his normal working hours he shall be granted a leave of absence. During this leave of absence he 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 such jury duty or for attending as a Crown witness.

### 13.2 Bereavement Pay

When an employee attends the funeral (or memorial service if there is no funeral) of an immediate relative he shall receive leave of absence for:

- (a) Three (3) consecutive days (one of which days shall be the day of the service) if service is in Alberta
- (b) Four (4) consecutive days (one of which days shall be the day of the service) if service is outside of Alberta but within Canada
- (c) Five (5) consecutive days (one of which days shall be the day of the service) if service is outside Canada

And shall receive pay for the number of straight time hours of which he /she would otherwise have been working.

For the purpose of this Section 13.2 "immediate relative" shall mean one of the following: Wife, Husband, Daughter, Son, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Grandparents (of the employee or his wife), Brother-in-law, and Sister-in-law, Nieces and Nephews, Grandchildren.

In the case of Aunts and Uncles, the Company will allow one (1) paid day off if the funeral is attended.

Leave to attend the funeral of a non-relative will be granted without pay.

Evidence can be requested at and by the discretion of the company People Department.

### 13.3 Uniforms, Coveralls, Safety, etc.

- (a) The Company will pay the cost of providing and laundering three (3) sets of uniforms (bearing the Union label) per week.
- (b) Employees are required to present a clean and neat appearance at all times. An employee will be responsible for paying for preventable loss or damage to uniform or safety glasses.

- (c) The company will also provide required protective work clothing and safety glasses. Upon the presentation of appropriate receipts for new safety shoes, insoles or shoe resole, the company will reimburse all employees the cost of safety shoes. Regular full time employees will receive up to \$175.00 for each year. Temporary employees will receive up to \$100 for each year after completing 60 working days. The amount will be reimbursed through payroll if receipts are provided by 1<sup>st</sup> December of that calendar year.

#### 13.4 Leave of Absence

An employee wishing a Leave of Absence, not covered elsewhere in the contract, shall apply in writing through his immediate Supervisor, stating the reason for the leave and the period of leave required. Each request will be judged on its own merits, taking into account the cause for the leave and the requirements of the operation.

All Leaves of Absence will be mutually agreed to between the Company and the Union before being granted.

Employees granted Leave of Absence will be required to pay dues covering the period of leave to Local 250 in advance, unless otherwise agreed to.

Changes in Leaves of Absence granted in this section will only be made in cases of emergency.

##### 13.4.1 Leave for Attendance at Birth or Adoption

Provided at least five (5) weeks advance notice is given to the Company, and upon request of the employee, an employee shall be granted a leave of absence for up to two (2) weeks for the needs directly related to the birth or adoption of his/her child. At the employee's option, the leave shall be granted on the day of or the day following the birth or arrival of an adopted child.

The employee will be allowed to use outstanding vacation, banked time, vacation bonus time or time off without pay for the duration of the leave.

#### 13.5 Job Rotation - Bottleshop

There will be a full rotation within the bottleshop rotation operator group and there may be different rotation patterns for the bottleshop machine operator group except in those areas where it can be established that portions of such rotation are detrimental to the efficient operation of the brewery. Frequency of change shall not exceed two (2) weeks unless mutually agreed.

#### 13.6 T-4 Slips

T-4 slips to be given to employees by the end of February.

#### 13.7 Printing the Collective Agreements

The Company agrees to arrange and pay for the printing of the Collective Agreement which will be printed in a Unifor printing shop if the cost for such printing is comparable to a non-union quote for the printing. Each employee will be provided with a booklet-sized copy of the collective agreement. Sufficient copies will be printed so as to supply all current employees and cover any anticipated employee turnover. Extra copies will also be printed for the Union and Management as necessary for the ongoing collective agreement administration. Such agreement must be printed within ninety (90) days of ratification.

## ARTICLE 14 – SEPARATION PAY

### 14.1 Eligibility

A Regular Employee shall be entitled to separation pay as set out in Section 14.3 provided he has not been excluded by Section 14.2 and provided he meets any of the following eligibility provisions:

- (a) If he is terminated for a reason other than set out in Section 14.2;
- (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 (6) months he may request immediate termination and separation pay, and, with the concurrence of the Company and the Union, this may be granted notwithstanding the eligibility clause in (b) above;
- (d) If he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section 11.4.1;

An employee eligible for a separation payment hereunder must apply for it not later than six (6) months after he first becomes eligible therefor; otherwise his right to such payment shall be cancelled.

Notwithstanding the above if the Company permanently discontinues an operation, an employee laid off as a result thereof must apply for and shall receive any separation pay to which he is entitled without waiting the six (6) month's period.

### 14.2 Exclusions

Notwithstanding Section 14.1, 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 Section 3.1.1 (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
  1. The direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
  2. 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.

#### 14.3 Separation Pay Amount

The amount of separation payment of an eligible employee shall be equal to two (2) weeks base earnings (computed on the basis of his hourly rate in effect as of the time of separation) multiplied by the number of completed years of seniority as of the last day he actively worked in the Union to a maximum of 30 years seniority. The definition of seniority, for the purposes of this article, is that used for vacation entitlement.

#### 14.4 Guaranteed Wage Plan Deduction

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.

#### 14.5 Separation Pay Acceptance

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 15 – EMPLOYMENT INSURANCE PREMIUM REBATE**

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

### **ARTICLE 16 – DUPLICATION OF BENEFITS**

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

An employee receiving a benefit such as Sick Leave, Weekly Indemnity, Long Term Disability, WCB, GWP etc. will continue to receive these benefits, while eligible, in lieu of any other monies or benefits under the collective agreement.



## **ARTICLE 17 – HARASSMENT AND DISCRIMINATION**

### **17.1 Workplace Harassment and Discrimination defined**

The Company and the Union are committed to the right of its employees and members to work in an environment free from harassment and discrimination. Labatt is committed to providing a work environment in which all individuals treat each other with respect and dignity and work together to achieve the same goal. The workplace is defined as the Edmonton company facility including but not limited to areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, and or as stated in the provincial/federal Human Rights Code or act by any person, in particular, by management or co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Labatt will ensure that this policy is communicated and all employees and managers have the appropriate information and instruction to protect them from violence, discrimination and harassment in the work place.

### **17.2 Complaint & investigation process:**

Labatt will investigate and deal with all concerns, incidents and complaints made under this policy in a fair, impartial and timely manner, respecting the privacy of all concerned as much as possible.

The Local Union President or designate shall be present at any time when a Union member is met for an investigation whether as the complainant, the accused or as a witness.

In all cases, employees are encouraged to report an incident or complaint in writing to their Manager, People Manager or Union Executive without delay, as soon as possible.

All complainants are entitled to file a complaint under the Alberta Human Rights Act or through the grievance procedure.

### **17.3 Resolution of complaint**

Labatt will ensure that all appropriate corrective measures are taken as soon as it is established that there has been a breach of this policy.

### **17.4 No discrimination for Union activities**

No employee shall be discriminated against for any reason, 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.

## ARTICLE 18 – HEALTH, SAFETY, ERGONOMICS AND ENVIRONMENT

### 18.1 Health and Safety Responsibility

- (a) The parties agree that the promotion of the health and safety of employees in the workplace is crucial. The Employer, the Union and all employees shall cooperate in ensuring that workers and other persons present at workplaces are protected from work-related risks to their health and safety. It is recognized that the Employer has the primary duty and obligation in providing a safe working environment.
- (b) The Employer and its employees shall comply, at a minimum, with all applicable health and safety legislation. Supervisors and employees also have a responsibility to ensure they work in compliance with the Employer's health and safety program and policies.
- (c) Employees will be expected to observe established health and safety policies and to immediately report unsafe or harmful conditions, equipment, or practices to Management who shall investigate, and, if deemed necessary, arrange to correct the problem as soon as possible. Reports of safety issues shall be made in writing.

### 18.2 Joint Health and Safety Committee

- (a) A joint Health and Safety committee shall be established, the number to be agreed upon locally. There shall be equal representation of both parties. Union members of the Committee shall be elected by the Union members in the plant. There shall be two (2) co-chairs of the committee, one of which will be appointed by the Union.
- (b) Without limiting the generality of the foregoing, the committee shall be guided by the principles of the seven point program given below:
  - (i) Each medical and lost time accident will be investigated immediately by the **joint** investigation team with a view to determining the fundamental causes.
  - (ii) Develop and publish data to indicate accident sources and accident frequency rates.
  - (iii) Inspect the plant to detect hazardous physical conditions or unsafe work methods periodically.
  - (iv) Recommend changes or additions to protective equipment or devices for the elimination of hazards.
  - (v) Promote accident prevention and First Aid training for committee members and employees.
  - (vi) Recommend and participate in promoting and advertising safety and in selling the safety program to the workers through department meetings.
  - (vii) Conduct monthly safety meetings during normal working hours. Employees who attend these meetings during their regularly scheduled working hours shall not lose pay.

### 18.3 Right to Refuse

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- (b) When a worker exercises his or her right to refuse he or she shall notify the supervisor who shall promptly notify the union co-chair or designate who shall participate in all stages of the investigation. The worker shall remain in a safe place and participate fully in the investigation of the hazard. The worker may be reassigned to reasonable alternative work or given other direction pending investigation and decisions.
- (c) The company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the co-chair and refusing worker.
- (d) If the union co-chair and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

### 18.4 First Aid Attendants

There shall be first aid attendants present on all shifts.

### 18.5 Modified Work Program

The Union and the Company commit to a jointly administered Modified Work Program (MWP) and, as such, have agreed to the following guidelines which will govern the MWP. The Modified Work Program is not intended to alter or modify any provisions of the collective agreement.

1. This program is intended to assist all employees following an injury or illness which has left the employee with a temporary disability or temporary inability to perform all or some of the duties of their position.
2. Modified work shall be meaningful work and may take any form including light duties, reduced hours/days of work, different shift rotations, reduced duties, duties outside of the normal position description, work normally done by others (normally another employee should not be displaced outside the scope of their position), or work designated as only available through the MWP.
3. The Company shall make a reasonable effort to provide such work. The employee shall make a reasonable effort to provide accurate and timely information, outlining restrictions provided by the appropriate medical service provider(s).
4. The Union and the Company shall make a reasonable effort to encourage the use of this program and to educate, through the Health & Safety Committee, all employees with respect to the value of the program.
5. The MWP shall accommodate the employee's restrictions in a fashion that does not impede the worker's recovery, nor does it endanger his/her safety or the safety of others.
6. Any costs related to the assessment of medical information or the employee's capabilities/restrictions shall be borne in accordance with the collective agreement.

7. The basic steps of the program will include:
  - (a) Employee becomes ill or injured.
  - (b) Company provides the employee with the necessary forms and the assistance of the Disability Management Coordinator (DMC).
  - (c) Employee provides the employer with an outline of medical restrictions related to their job position, a treatment program (if any) and the expected duration of the restrictions until full recovery. This information will be provided by the employee's medical service provider.
  - (d) Company outlines the opportunities available to the employee for modified work.
  - (e) Company, employee, the MWP Union Representative and DMC agree to a modified work assignment which includes information with respect to the duties to be performed, the hours of work, and the duration of the assignment.
  - (f) Manager, the MWP Union Representative, DMC, and the appropriate medical service provider monitor the performance of the employee and recommend such changes as may be necessary.
  - (g) Employee recovers and returns to full time, regular duties.
8. Details of the modified work assignment will be communicated to the benefits' provider (i.e. WCB, insurance carrier) and may impact benefit entitlement.
9. If the employee has concerns regarding the modified work assignment, the concern must be raised to the MWP Union Representative.
10. Where an employee has a permanent restriction as a result of injury or illness, the Company will attempt to accommodate the restriction(s) up to and including accommodations to the employee's workplace (i.e. tools, machinery). Such accommodations will be made based on the functional capabilities of the employee, as outlined by the appropriate medical service provider(s).

#### 18.6 Proper Training and Education

Employees shall not operate any piece of equipment or begin work unassisted in any classification until he/she has received proper training and instruction.

#### 18.7 National Day of Mourning

Each year on April 28<sup>th</sup> at 11:00 a.m. one (1) minute of silence will be symbolically observed in memory of workers killed or injured on the job. The Union shall send the Company a reminder of this requirement at least one (1) week prior

#### 18.8 Equipment and Workplace Environment Standards

The Employer shall notify the OH&S Committee and all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard where practicable.

#### 18.9 Right to Accompany Inspector

The Union OH&S Co-Chairperson or designate shall accompany an Alberta OH&S inspector on an inspection tour upon request.

**ARTICLE 19 – DURATION OF AGREEMENT**

19.1 Duration Defined

This Collective Agreement and the appendices and letters of understanding attached to it shall remain in force until March 22<sup>nd</sup>, 2021, and thereafter from year to year unless either party serves notice of termination or amendment not greater than one hundred twenty (120) days and not less than sixty (60) days prior to March 22<sup>nd</sup>, 2021, or if such notice has not then been served, then not greater than one hundred twenty (120) days and not less than sixty (60) days prior to the 22<sup>nd</sup> of March in any subsequent year thereto.


All conditions of this Collective Agreement shall remain in force and effect until the earlier of a ratified amended Collective Agreement or the mediation proceedings pursuant to The Labour Relations Code have been exhausted.

There shall be no retroactive application of any of the provisions of this settlement and the resulting amendments to the Collective Agreements except as expressly provided for herein.

IN WITNESS WHEREOF the parties hereto have caused their respective proper officers to set their hands on the day first above mentioned.


For the Union:

For the Company:


  
Greg Antoniw

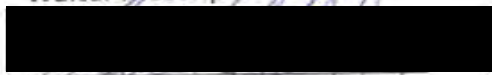
  
Peter DeJamont

  
Todd Romanow

  
Mario Pagé

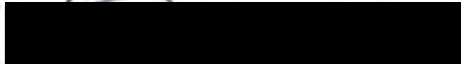
  
Walter Moscrip


  
Frederick Tofflemire

  
Louis Chalifoux


  
Tamara Vorobeitchik

  
Paul Thomsen

  
François Cholette-Brousseau

  
Natalie Williams

  
Trevor Clarkson

  
Ryan Scally

## **APPENDIX A – Guaranteed Wage Plan**

AGREEMENT BETWEEN:

LABATT BREWING COMPANY LTD, FOR THE EDMONTON BREWERY  
(Hereinafter referred to as the "Company").

AND

UNIFOR, Local 250-A  
(Hereinafter referred to as the "Union")

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

AND WHEREAS the Parties hereto 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 hereto agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 23rd day of March, 1991 or 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,

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 of Participation in the Plan

An eligible employee entitled to participate in this Plan is an hourly rated employee who has:

- (a) Actually worked for the Company as such for a period in excess of one hundred and fifty (150) working days in a calendar year, and
- (b) Has completed at least one (1) year of Benefit Service determined as of the 23rd day of March immediately preceding his layoff.
- (c) Notwithstanding the above, employees not classified as regular employees prior to May 5, 1988 shall not be eligible to participate in this plan until March 23 of the year following the employee's attainment of three (3) years of benefit service.

Any permanent employee hired after March 23, 2004 will not be eligible to participate in the Guaranteed Wage Plan.

For purposes of the plan, Benefit Service shall be computed as the length of service of such employee subsequent to a date six (6) calendar months prior to the date on which he completed working one hundred and fifty (150) working days in a calendar year.

### 3. Exceptions

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

- (a) Employees who have been laid off for disciplinary reasons and if such lay-off is questioned under the Grievance Procedure of the Collective Agreement. Final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been laid off because of any strike, lockout, slowdown, picketing or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by the United Food and Commercial Workers International Union or by any Local Union thereof, or by the Brewery, Malt and Soft Drink Workers or any Local Union thereof, or by the Brewery, Beverage and Soft Drink Workers or any Local Union thereof, or by the Retail, Wholesale and Department Store Union or any Local Union thereof, or by the Western Union of Brewery, Beverage, Winery and Distillery Workers or any Local Union thereof, or by any successor of any of the aforementioned.
- (c) Employees who have been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations.
- (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 (1) normal working day unless excused for reasonable cause.
- (e) In which he is in receipt of a benefit provided by the Company's Sick Leave Plan, Insured Weekly Indemnity Plan, Insured Long Term Disability Plan or other benefit plan of the Company.

- (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 Worker's Compensation Board for any compensable accident or illness.

## 5. Definitions

For the purposes of this Plan:

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

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

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

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

"Week of Layoff" means a week in which the employee's compensated and available hours are less than forty (40).

## 6. Benefits Provided for Laid off Employees

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

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



## 7. Welfare Benefits During Layoff

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

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

## 8. Duration of Benefits

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

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

<b>TABLE A</b>	
<b>Completed Years of Benefit Service determined as of the March 23<sup>rd</sup> immediately preceding his layoff</b>	<b>Maximum Benefit Entitlement</b>
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 March 23 shall not exceed his Maximum Benefit Entitlement determined as of that March 23 in accordance with Table "A" above.

Each eligible employee's weeks of benefits shall be decreased:

- (a) By one (1) 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
- (b) By 4/5ths of one (1) week for each week in which he is on layoff and in receipt of benefits for more than twenty-four (24) hours; and
- (c) By 3/5ths of one (1) week for each week in which he is on layoff and in receipt of benefits for more than sixteen (16) hours; and

- (d) By 2/5ths of one (1) week for each week in which he is on layoff and in receipt of benefits for more than eight (8) hours; and
- (e) By 1/5th of a week in which he is on layoff and in receipt of benefits for eight (8) hours or less; and
- (f) His weeks of benefits shall also be decreased by one (1) 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. Duration of Agreement

This agreement shall continue until March 22<sup>nd</sup>, 2021.

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 March 23<sup>rd</sup>, 2021.

IN WITNESS WHEREOF THE parties hereto have affixed their signatures

Signed on March 22<sup>nd</sup>, 2017.

For the Union:

For the Company:

[Redacted]  
Greg Antoniow

[Redacted]  
Peter Delamont

[Redacted]  
Todd Romanow

[Redacted]  
Mario Pagé

[Redacted]  
Walter Moscrip

[Redacted]  
Frederick Tofflemire

[Redacted]  
Louis Chalifoux

[Redacted]  
Tamara Vorobeitchik

[Redacted]  
Paul Thomsen

[Redacted]  
François Cholette-Brousseau

[Redacted]  
Natalie Williams

[Redacted]  
Trevor Clarkson

[Redacted]  
Ryan Scally

## **APPENDIX B – Dental Care Benefits for Wage Employees of Labatt Alberta Brewery**

Dental care benefits are provided for you and your eligible dependents subject to the limitations and exclusions described herein. Dependents eligible for such benefits are your spouse and unmarried children who are under 21 years of age and dependent upon you for support.

### **1. ELIGIBLE DENTAL EXPENSES:**

Eligible services are those reasonable and customary dental services which are recommended as necessary and performed by a qualified dentist or by a dental mechanic when operating within the scope of his license. Eligible dental services are classified under three major categories as listed below. Non-listed services will be provided for on the basis of special reports by the dentist to the insurer.

#### **(a) Basic Services:**

- (1) Diagnostic services, including oral examination and consultation
- (2) X-rays, including:
  - Bitewing films once each year for routine examination and as required where special need is indicated
  - Full mouth or panoramic films not more than once in each two year period for routine examination
  - Follow-up x-rays and retakes
  - Oral cytology examination
- (3) Preventative services, including:
  - Topical application of fluoride once in each year
  - Patient education in diet, oral physiotherapy
  - Prophylaxis, scaling and polishing not more than once each year
- (4) All fillings of silver amalgam, synthetic porcelain and plastic; gold inlays but only in such cases as cannot be fully restored by standard filling materials.
- (5) Standard surgical services
- (6) Children's dentistry, including coverage for services listed above as well as space maintainers and habit inhibitors.

#### **(b) Restorative services:**

- (1) Periodontics – treatment of the supporting structures of the teeth as required.
- (2) Standard endodontics procedures-root canal therapy.
- (3) Crowns and bridges including repairs to and recementing of existing crowns and bridges.
- (4) Prosthetics, including:
  - Complete and partial dentures
  - Relining and repairing existing dentures
  - Replacement of dentures if professionally indicated; each subsequent replacement denture is eligible only if made more than 5 years following the placement or replacement of a denture for which benefits have been paid under this plan.

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

## 2. AMOUNT OF BENEFITS:

You will be reimbursed for 100% of the cost of eligible Basic Services incurred by you or your dependents, 100% of the cost of Restorative Services and 50% of the cost of Orthodontic Services.

Benefits will be paid based on the 1997 Alberta Dental Association Fee Guide plus yearly inflationary adjustments as determined by the insurer.

If optional procedures are possible, benefits will be payable in accordance with the procedure involving the smallest fee.

The maximum benefits payable are defined in Section 9.1.6.

## 3. SERVICES NOT COVERED:

Dental care benefits are not payable for prescription drugs, hospital charges except for those items listed as eligible expenses, charges of an anesthetist or anesthesiologist while the insured is hospitalized, those services provided for under the Alberta Health Insurance Act or other government legislation, services eligible for payment from another source such as Workers' Compensation, a government agency or any other insurer, expenses incurred principally for cosmetic purposes, expenses resulting from an act of war, or any service for which an employee or dependent does not have to pay.

## 4. CANCELLATION OF INSURANCE:

Your dental care insurance will be cancelled as of the date you retire, die or terminate service with the Company. Dental coverage is extended for 31 days of further treatment after the date on which your insurance is cancelled but only for any condition covered by the plan for which you or an eligible dependent had received an examination and authorization for treatment and/or to allow for completion of treatment already initiated while insured. No new treatment may be authorized during this 31 day period.

## 5. HOW TO CLAIM:

When you or any of your dependents are entitled to receive insured benefits you should obtain the necessary claim forms from your Supervisor. When you have completed the employee's portion of the claim form you should have your dentist complete his section. Then give the completed form to your Supervisor for him to forward for settlement.

Claims must be submitted by the end of the calendar year following the year in which the expense was incurred except that proof of claim must be submitted within 90 days of the date on which your insurance is cancelled for any reason. A separate claim form must be filled out for each member of your family for whom you are making claim. The dentist's statement of this form, or any bill supporting your claim, must show the patient's name, dates and nature of the treatment and the charge. Failure to submit your claim together with the dentist's report or other itemized statements within the above time limit will result in the rejection of your claim.

## 6. DEFINITION OF A "YEAR"

The parties agree that in interpreting the dental plan language both within the body of the Collective Agreement and attached to it, that the definition of a "year", unless otherwise specified as a "calendar year", shall be deemed to mean "a rolling 12 month period".

For example: on page 64 of the Collective Agreement it reads: "topical application of fluoride once in each year" -- effective immediately the parties shall interpret this as once in a rolling 12 month period. That is, if the employee received the above mentioned treatment on April 5, 1992, he would be eligible again on April 5, 1993.

## **LETTERS OF UNDERSTANDING – Preamble**

Attached to this agreement are Letters of Understanding (LoU) which will form part of the collective agreement. Any other documents which pre-date this collective agreement are not considered to form part of the collective agreement and do not create binding obligations on the parties.

## LoU 1 – Banking of Overtime

It is understood and agreed that an employee may at his discretion apply all or a portion of his overtime hours towards an equivalent amount of hours of time off using the appropriate overtime rate. For example, an employee who works one hour of double time his regular rate shall be reimbursed in one of the following ways:

1. Paid at two (2) times his regular wage rate, or;
2. Upon Supervisor approval and provided the time off does not impact upon the operation or cause any additional costs, the employee would be granted two (2) hours time off at his regular wage rate.

The following controls will apply to the banking of overtime:

- (a) The maximum number of hours that may be banked in a calendar year by any employee shall be 80 hours at any one time. Once an employee has drawn on the bank either by taking these hours as time off or cashed out, an employee will be allowed to replenish the bank to the maximum cap of eighty (80) hours. The maximum number of hours that an employee may take as time off will be limited to eighty hours (80) per year.
- (b) The intent of this plan is that employees take significant blocks of time off at any one time, i.e. one (1) week. Time off for periods as short as one (1) day will be granted on occasions where reasonable notice is given and shift change premium is not required for the man's replacement and subject to point (2) above.
- (c) Banked time is accumulated over a calendar year. Employees are not required to take their banked time off during the calendar year in which it was accumulated but must use their entitlement by March 31st of the following year. To qualify for using this entitlement in the period December 1 to March 31, the employee must have previously scheduled his vacation entitlements. Banked time off not taken by the March 31st deadline will be paid at the rate it was banked. Banked time off may be taken between September 1st and April 30th. Time off will be arranged by requests to the immediate Supervisor, and such requests shall be accommodated where time off does not interfere with the operation of the plant and subject to point (2) above. Following the finalization of the vacation schedule on March 31 of each year, requests for remaining vacation and banked time off will be considered and approved on a first come first served basis. The scheduling process of vacations prior to March 31 shall take preference over the scheduling process of banked overtime in the event of any conflict. Requests for banked time will be approved only after the banked time has been accumulated and will be confirmed the week before by Friday 10:00 am.
- (d) Maintenance department employees may not take their accumulated time off during the annual overhaul periods, but their requests for time off outside September 1st to April 30th will be granted where possible.
- (e) Employees may, at their discretion, request payment in cash for overtime hours banked. All such requests must be made in writing and signed by the employee making the request. Overtime monies will be included in the employee's regular direct deposit pay following the request provided a minimum of one (1) week's notice is received prior to issuing direct deposit.



## LoU 2 – Overtime Rates Saturdays and Sundays

The following examples are intended to clarify how overtime rates will be applied when an employee is working a regular work week (i.e. Monday to Friday, 8 hours per day) and works overtime hours on the weekend.

### Example 1

Shift		Pay
		Hours x Rate
4 pm Friday – 4 am Saturday	Friday 4 pm – Midnight	8 x 1
	Friday Midnight – 4 am Saturday	4 x 2
8 pm Saturday – Midnight	Saturday 8 pm – Midnight	4 x 2

### Example 2

Shift		Pay
		Hours x Rate
4 pm Friday – 4 am Saturday	Friday 4 pm – Midnight	8 x 1
	Friday Midnight – 4 am Saturday	4 x 2
4 pm Saturday – Midnight	Saturday 4 pm – Saturday Midnight	8 x 2

### Example 3

Shift		Pay
		Hours x Rate
Friday Midnight – 8am Saturday	Friday Midnight – 8 am Saturday	8 x 2
8 pm Saturday – 8 am Sunday	Saturday 8 pm – Saturday Midnight	4 x 2
	Saturday Midnight – 8 am Sunday	8 x 2.5

D. King Pay Scenario

Shift		Pay
		Hours x Rate
11 pm Friday – 7 am Saturday	11 pm Friday – Midnight	1 x 2
	Friday Midnight – 7 am Saturday	7 x 2
7 pm Saturday – 7 am Sunday	Saturday 7 pm – Midnight	5 x 2
	Saturday Midnight – 7 am Sunday	7 x 2.5

Example 4

Shift		Pay
		Hours x Rate
8 pm Saturday – 8 am Sunday	Saturday 8 pm – Saturday Midnight	4 x 2
	Saturday Midnight – 8 am Sunday	8 x 2.5

Example 5 to be paid in accordance with Section 4.3

Shift		Pay
		Hours x Rate
Friday Shift Monday - Friday	Sunday 11 pm – Sunday Midnight	1 x 2.5
Starting Sunday 11 pm – 7 am	Sunday Midnight – Monday 7 am	7 x 1
Same Employee Working	Friday 11 pm – Friday Midnight	1 x 2
Friday 11 pm – Saturday 7 am	Friday Midnight – Saturday 7 am	7 x 2

### **LoU 3 – Pay while on Union/Management Business**

The following is intended to outline the policy of payment of wages for the Union Executive while in Union/Management meetings:

Monthly Union/Management Meeting:

- Labatt will pay for 4 hours
- Union will pay for 4 hours

Problem Solving Meetings:

Labatt will pay for the time spent in the meeting, i.e. if meeting is 4 hours long, Labatt will pay for 4 hours. Employees are expected to work the remaining 4 hours in order to receive a full day's pay or take time off or banked time.

## **LoU 4 – Skilled Trades and Apprenticeship**

### SKILLED TRADES

The purpose of this letter is to define skilled trades and all other matters dealing with the skilled trades such as outside contracting, apprenticeships, new technology committee, planned maintenance, and skilled trades training. All other provisions of the Collective Agreement and all related benefits when applicable shall apply to the Skilled Trades, except as otherwise expressly provided for in this section.

### SKILLED TRADES CLASSIFICATIONS

Skilled Trades for the purpose of this agreement shall be the following licensed classifications, plus any further agreed to trades:

- Electrician
- Millwright
- Mechanic
- Welder
- Machinist
- Instrument Technicians
- Power Engineers

### DEFINITION OF JOURNEYMAN/WOMAN

- (a) The term journeyman/woman as used in this article shall mean any person:
1. Who presently holds a journeyman/woman classification in a Skilled Trades classification listed above.
  2. Has completed a bona fide apprenticeship
  3. Can demonstrate skills and experience in an Alberta-designated trade that meets standards set for journeypersons in Alberta, may be eligible to apply for trade certification under the Qualification Certificate Program.
- (b) Entry in to the Skilled Trades shall be limited to persons:
1. Who qualify as journeyman/woman under the provisions set forth in the immediately preceding paragraphs, or
  2. Who qualify for journeyman/woman status through the Apprenticeship Program negotiated between the parties, or
  3. Who provide documents as of date of hire proving their claim to journeyman/woman status to both the Company and the Chief Steward.

### SKILLED TRADES COMMITTEE

The parties agree to form a Committee made up of two (2) representatives from Management responsible for Skilled Trades, and two (2) Skilled Trades members appointed or elected by the Union, and one of which will be the Skilled Trades Representative. A regular quarterly meeting will be held on the first Thursday of each quarter on company paid time.

Agreed upon minutes will be taken and made available to the committee members. Either party can submit items to the agenda, to be discussed at the meeting, at least one week in advance of the meeting.

### Apprenticeship Program

In respect to the employment conditions for apprentices that are not specified in this letter, all other clauses of the Collective Agreement will remain in effect.

### Definition of Apprentice

For the purpose of this Letter of Understanding, an Apprentice will be defined as a person without a current Skilled Trades classification.

### Program Administration

1. The Company reserves the right to determine the need to staff an apprentice position. At no time will the number of apprentices within the plant exceed two (2) at any one time, unless otherwise mutually agreed.
2. An apprenticeship committee, consisting of two Union and two Company representatives, will administer selection of candidates and assessment of apprentice work performance. Decisions of the committee will not be subject to the grievance procedure.
3. The apprentice must maintain satisfactory work performance (assessed by the Apprenticeship Committee every six (6) months) and academic standing in the program. Failure to do so will result in removal from the program.
4. In the event of a non-decision by the apprenticeship committee, the Company reserves the right to the final decision and the union has the right to grieve the decision.

### Employment Conditions

1. Apprentices will be subject to layoff as per the conditions of the Collective Agreement and will be laid off by plant seniority, but before journeypersons.
2. Apprentices will not participate in the equalization of departmental overtime until the apprentice goes on full shift rotation (normally 4th year) with the exception of planned maintenance shutdowns.
3. It is intended that apprentices in the program would receive the equivalent of normal pay or wages while in school (no premiums would apply). Candidates must apply for and fulfill all ongoing requirements for any Provincial or Federal support programs. With the continuance of full pay to the candidate according to the regular pay schedule, candidates are required to turn all monies received from the Provincial and/or Federal programs over to Labatt.
4. Wages will not be paid to applicants for time spent in the application process, excepting the testing procedure for final candidates. The number of candidates will be determined by the selection committee but will not exceed 10.

5. Any apprentice who fails any exam may, at the discretion of the Apprenticeship Committee, be removed from the program. However, should an apprentice fail the same exam on the second writing, he shall automatically be removed from the program. There will be no exceptions unless mutually agreed upon by the Company and the Union.

#### Selection Criteria

1. To determine if an applicant is physically suited to the position, an appropriate medical (format determined by the Company) administered by a physician, must be passed. This medical is to be taken before any aptitude tests or N.A.I.T. entrance requirements are initiated and all costs for the medical will be borne by the applicant.
2. Government aptitude tests must be taken and result in a favourable report. This will mean that of those seven specifications which are underlined to mean they are essential to the trade, the candidate must meet or exceed those ratings.
3. Applicant must meet N.A.I.T. entrance requirement and will be required to write N.A.I.T. entrance exams.
4. Of the applicants who qualify, the most senior man or men will be placed in the apprenticeship program.

#### APPRENTICESHIP COSTS

The company agrees to pay for all costs related to books, or schooling that an apprentice may incur, in addition the company shall maintain the full wage, pension and benefit packages for all apprentices when they are attending schooling. In case of termination or resignation within 12 months after the certification, the employee must reimburse to the Company all the costs covered by the Company and the wages paid during Company funded apprenticeship.

## **LoU 5 – Electrician Dual Ticket Premium**

In recognition of the market forces affecting the retention of regular indeterminate Electrician & Instrument Technician in the communities, the parties agree as follows:

Further to article 5:2:4 “Maintenance Dual Trade Premium”, both parties to this Agreement recognized the need and desirability to recruit the talent we need within this facility. In furtherance of this recognition, the Parties agree to be bound by all the current provisions of the CBA at Edmonton Brewery, any additions or amendments as may, from time to time, be legislated and the Company’s corporate Policy. This agreement between the parties shall remain in effect only until the conclusion of the present collective agreement. Upon the expiry of the present collective agreement, the more limited provisions of the collective agreement shall take effect and the aforementioned agreement will become void.

It is agreed that the Company shall have the option to unilaterally discontinue the arrangement at any time.

It is agreed that the Company and the Union will not consider this arrangement as forming part of the current or any future collective agreement. As such, it is agreed that the matter is not arbitral under the terms of the agreement.

Effective April 15, 2014, 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 Alberta Education Apprenticeship and Tradesmen Qualification Branch. Any other shift co-ordinator or lead hand premiums will not be paid.

Notwithstanding the above paragraph, the Company may remove the above premium from any employee who refuses work in their additional trade qualification.

- (a) Electrician & Instrument Technician \$4.50 per hour

## LoU 6 – Chief Engineer

The parties agree that this letter is intended to provide an opportunity for two (2) Steam Engineers to gain experience as a Chief Engineer during the periods when Labatt does not employ an out-of-scope Chief Engineer.

The following will outline a number of the specifics relative to this position.

### General:

- The primary duties of the Chief Engineer are to coordinate the operation of the powerhouse in such a way as to ensure optimum operation of this department and to ensure that the plant is operated in accordance with the Boiler and P.V. Act and Regs.
- The Chief Engineer will report to the Plant Engineer.
- Requirements are a Second Class Certificate of competency, and the ability to effectively coordinate the activities of others.
- At this time there are two individuals with the qualifications so it is the intent that they share this position in a rotating manner with a frequency of at least four (4) months.
- To ensure adequate department coordination and contact with internal and external individuals, this will be a day shift position.
- It is agreed that either party can terminate this Letter of Understanding upon giving the other party thirty (30) day's written notice.
- It is agreed that the position of Chief Engineer and the related duties does not fall under the reference of Bargaining Unit Work. However, it is understood that while this letter is in effect the employee performing the duties of Chief Engineer is covered by the Collective Agreement.
- Should Labatt decide to hire a permanent Chief Engineer, that position will be a management position and this Letter will be terminated.
- While a member of the Bargaining Unit is acting as the Chief Engineer, he will be compensated by receiving an hour paid at the regular overtime rate. This will only be paid for hours in the role worked between Monday to Friday or hours actually worked in the plant in the role of Chief Engineer on the weekend.

### Job Duties:

Job duties will include but will not be limited to the following:

- Ensure that an adequate preventative maintenance program is implemented and that proper records are kept.
- In conjunction with Production Managers' plans, schedules other Shift Engineers to ensure that plant utility needs are met.
- Assists the Plant Engineer with the preparation of capital department operating and plant utility budgets for the powerhouse. Assists the Plant Engineer with any budget reviews and with keeping the department to its financial targets. Assists Maintenance managers with the general factory budgets.
- Implements some or all aspects of related minor capital projects from budget preparation to tendering and construction supervision.
- In conjunction with the Plant Engineer, provides assistance to National Office Engineering on specific capital projects, specifically with regard to areas of the Act and Regulations.
- Actively participates with plant Energy Conservation and Environmental issues.
- Ensures that the plant is operated in accordance with the Boiler and Pressure Vessel Act and Regulations and acts as a liaison to the Boiler inspector. This entails the following, as examples:



- Ensures that proper records are maintained for:
  - Vessel inspections
  - Safety testing
  - Boiler audits
- Ensures that all new construction adheres to the Act by assisting the Plant Engineer to ensure that the design and construction groups carry out the proper drawing review, procurement, construction, and testing procedures.
- Other related duties as assigned.

### **LoU 7 – Power Engineer Training Program**

For the Union and the Company to jointly work to develop a program that adheres to the requirements of ABSA regulations, and the third class power engineering plant practicum.

## **LoU 8 – Days of Rest Legislation – Responsibility for Tracking and Compensation**

This memo outlines the understanding between the parties as it relates to the responsibility for days of rest tracking and compensation.

It is agreed that Labatt must comply with the days of rest legislation contained in the Alberta Employment Standards Code (including the “Scheme of Employment Permit” issued to Labatt by the Director of Labour on May 22, 1997).

It is also agreed that Labatt is responsible to monitor the days to ensure that the legislation/permit is not violated. One day of rest must be taken in each work week (7 days) or two consecutive days of rest must be taken in each period of 3 consecutive work weeks (21 days).

In the event that an employee works past 19 days without 2 consecutive days off, as a result of an employee’s days not being tracked, the employee will be required to take the appropriate number of days off at their own expense. Vacation bonus, banked time and/or regular vacation may be accessed if available and agreeable to both parties.

## **LoU 9 – Sick Credit Top-up Bank**

The following will outline how this bank will operate.

Regular status employees will on an annual basis bank all unused sick day credits in the sick credit top-up bank. These employees may use this bank to provide for top-up pay to bring the employee's weekly rate up to regular full pay while the employee is on W.I., W.C.B., or L.T.D. The employee is not allowed to use this bank to earn more than his regular hourly rate while on any of the programs mentioned above (for example, the employee's daily rate shall not exceed 8 hours multiplied by his regular hourly rate).

Credits that go into the bank will be valued at the employee's hourly rate as of December 31 of the year the credits are from (for example, if the employee has 8 hours of credit to go into the bank and his hourly rate is \$22.10, the value that goes into the bank is \$176.80). This calculation will be done in January of each year.

### **LoU 10 – Three (3) Day Shift Schedule (T.D.S.S.)**

The parties agree that the Company has the right to implement a Three (3) Day Shift Schedule.

Prior to implementing the Three (3) Day Shift Schedule, the Company will notify the Union at least thirty (30) days in advance of its start date, and meet with the Union to review the reasons for the implementation. The same notice is required to switch back to the Conventional Shifts. This notice period may be changed where mutually agreed upon.

The Three (3) Day Shift Schedule will be comprised of three (3) consecutive workdays (days or nights) within a seven (7) day period. Twelve (12) consecutive hours shall constitute a day's work. This shift pattern can start on any day of the week. Thirty-six (36) hours of pay at the regular rate will be paid for these thirty-six (36) hours of work. Forty (40) hours of pay at the regular rate will be paid for these thirty-six (36) hours of work when the schedule includes either Saturday or Sunday work. Forty four (44) hours of pay at the regular rate will be paid for these thirty-six (36) hours of work when the schedule includes Saturday and Sunday work.

Departments requiring a Three (3) Day Shift Schedule may do so through the posting process. Vacancies created by a posting to this schedule will be filled at the Company's discretion.

The Company may elect to assign this shift pattern on a temporary basis. When this occurs, the Company will post the temporary assignment and will select employees through the posting process from within the specific department to fill the temporary vacancy. Vacancies created by moving employees to the temporary Three (3) Day Shift Schedule will be filled at the Company's discretion.

The following will be in effect when a Three (3) Day Shift Schedule has been implemented:

- Overtime shall be paid for all hours worked over twelve (12) consecutive hours, or all hours worked outside the scheduled work week.
- Employees will receive twelve (12) hours straight time for general Holiday pay. If the Three (3) Day Shift Schedule covers a Saturday or Sunday and the general Holiday falls on either of these days, the general Holiday will remain on the Saturday or Sunday. Overtime shall be paid for all hours worked on general Holidays.
- If no other employees within the department voluntarily sign up for overtime on general holidays, employees that hold the TDSS posting are required to provide coverage for general holidays.
- Sick banked time is converted to hours (one (1) sick day is defined as eight (8) hours) and is utilized as twelve (12) hours per shift.
- Vacation time is converted to hours (one (1) vacation day is defined as eight (8) hours and one (1) vacation week is defined as forty (40) hours) and is utilized as twelve (12) hours per shift.
- Shift premiums will be paid as per Sections 5.8.
- The waiting period for WI will be 2 working days (24 hours)
- Paid lunch break will equal thirty (30) minutes.
- Paid rest periods will be two (2) fifteen (15) minute and one (1) thirty (30) minute breaks.

- Meal allowance will be provided if an employee works more than twelve (12) hours.
- For all overtime hours worked outside of the employee's regularly scheduled shift will be paid at the applicable overtime rates of pay.
- For all regular hours worked within the employee's regularly scheduled shift, including Sunday evening start-up shift, Section 4.2 and Section 4.3 shall not apply.
- Section 4.1 does not apply to this shift pattern.
- When the employee has the ability to take their break they shall. When they cannot, they will be paid accordingly.
- Employees holding a Three (3) Day Shift Schedule shall be eligible for the following based on a forty (40) hour week:
  - Pension credit within the Labatt Pension Plan.
  - Benefit coverage.
  - WI qualification.

The Three (3) Day Shift Schedule may be used in any department or sub-department.

## **LoU 11 – Weekend Workforce (W.W.F.)**

The purpose of the Weekend Workforce is to provide the Company with the opportunity for a seven (7) day work week. The regular work force would run Monday to Friday, working three (3) eight (8) hours shifts. The W.W.F. would run Saturday and Sunday working one (1) or two (2) twelve (12) hour shifts being paid thirty-six (36) hours at job rate. Other shift schedules may also be implemented for a seven (7) day work week.

### Staffing

- Jobs to be awarded through posting procedures in the plant as separate and distinct crews.
- Regular work week (R.W.F.) vacancies created by the W.W.F. will be filled on a relief posted basis.
- Upon W.W.F. wind up, employees will return to their previous posted job.
- Employees will have a one-time opportunity per year in the month of September to move back to the R.W.F. from the W.W.F. Employees may trade crews with other similarly skilled workers, provided no additional costs are incurred by the Company and the trade is approved by the employee's manager.
- 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.
- Where possible, unscheduled weekend vacancies will be filled one (1) week in advance. The employee would likely work 7 days straight to have 7 days off.
- Should the Company be unable to fill vacancies during the running of the 7 day work week, the Company may use temporary employees to fill these vacancies.

### Shifts

- When implemented, the plant will run on three (3) eight (8) hour shifts Monday to Friday, and one (1) or two (2) twelve (12) hour shifts on Saturday and Sunday. Other arrangements of R.W.F. and W.W.F. shift levels may be mutually agreed to, such as two (2) eight (8) hour shifts Monday to Friday and one (1) or two (2) twelve (12) hour shifts on Saturday and Sunday.
- Shifts must run for a minimum of four (4) weeks to provide full rotation.
- The Company will provide the Union with thirty (30) days' notice before moving to the W.W.F. and thirty (30) days notice when discontinuing the W.W.F.
- The Company and the Union agree to mutually establish the start-up times for the W.W.F.
- Employees working the W.W.F. would receive the following breaks: Coffee-Lunch-Lunch-Coffee.
- The Company and the Union will re-visit this arrangement once the W.W.F. is in practice.
- When the employee has the ability to take their break they shall. When they cannot, they will be paid accordingly.

### Benefits:

- W.W.F. employees are eligible for benefit coverage.
- For the purposes of the W.W.F., the compensated and available hours referred to in the GWP plan shall be amended to provide that thirty-six (36) hours shall equal 100% of said weeks compensation.
- Any Local 250 members not eligible for the Labatt Benefit Plan would need to meet the 150 day eligibility requirement expressed as hours. A new employee would take fifty (50) weekends (1200 hours) to reach benefits status.
- W.W.F. employees are eligible for full pension credit within the Labatt Pension Plan.
- Sick bank is converted to hours and utilized as eighteen (18) hours/shift.
- W.I. qualification would not change and the benefit would be paid out at 75% of the wage rate.
- General holidays would be paid out at eight (8) hours pay in addition to the weekend work (i.e., paid 36 plus 8 hours stat pay).

- If a general holiday falls on the weekend and is not moved (i.e., Christmas Day), the employee receives eighteen (18) hours pay and does not work the day.
- Entitled to thirty six (36) hours bereavement leave

Trigger:

- Option to move to the W.W.F. in the plant when Edmonton achieves production levels of 850,000 hectolitres of packaged product (Bottle + Can + Keg).
- Option to move to the W.W.F. in the Brewing department and the Maintenance department when Edmonton achieves brewing levels of 750,000 diluted hectolitres.
- By mutual agreement, the Company and the Union may implement the W.W.F. at levels of production less than the above.

Departmental W.W.F Postings:

When any or all departments require a departmental W.W.F posting, a notice will be posted. Employees from that department interested in working a weekend workforce must sign the posting and will then be selected by seniority to work on the departmental weekend workforce. When the weekend workforce is no longer required these people shall return to their previously posted jobs within the department. These people would be subject to the same contractual terms as full-time W.W.F employees while working the departmental W.W.F. The only exception is being an in-out notice period of 30 days. If no other employees within the department voluntarily sign up for overtime on general holidays, employees that hold the departmental WWF posting are required to provide coverage for general holidays.

If no other employees within the department voluntarily sign up for overtime on general holidays, employees that hold the WWF posting are required to provide coverage for general holidays.



## LoU 12 – Compressed Work Week

The parties agree that the Company has the right to implement a Compressed Work Week consisting of four (4) consecutive 10 hour shifts. An example of this type of shift configuration is as follows:

Packaging and Warehouse  
Mon./Tues./Wed./Thurs.

Maintenance  
Tues./Wed./Thurs./Fri.

Prior to implementing the Compressed Work Week, the Company will notify the Union at least thirty (30) days in advance of its start, and meet with the Union to review the reasons for the implementation. The same notice is required to switch back to the conventional shifts. This notice period may be changed where mutually agreed upon.

The following will be in effect when a Compressed Work Week has been implemented:

- Overtime paid for:
  - Work performed over 10 hours in any work day
  - All hours worked over 40 hours a week
  - A scheduled day off
  - General holiday plus 8 hours straight time holiday pay at his rate.
- Sick time -- on an hour for hour basis
- Vacation Utilization -- on an hour for hour basis
- Bereavement -- to a maximum of three (3) consecutive days
- Weeks in which one or more general holidays fall will automatically revert back to a conventional shift structure unless otherwise mutually agreed upon.
- Lunch break -- 30 minutes
- Rest periods -- three 15 minute rest periods
- Meal allowance -- meal money will be provided only if the employee works for 11 or more hours
- Shift premiums -- as per agreement
- The Compressed Work Week may be used in any department or sub-department.
- Union and Management will hold open dialogue to monitor the Compressed Work Week once it is implemented

**LoU 13 – Continuous Operation Shift Schedule**

The parties agree that the Company has the right to implement a Continuous Operation Shift Schedule. The purpose of the Continuous Operation Shift Schedule is to provide the Company with the opportunity for a six (6) or seven (7) day work week.

Prior to implementing a Continuous Operation Shift Schedule, the Company will notify the Union at least-thirty (30) days in advance of its start date, and meet with the Union to review the reasons for the implementation. The same notice is required to switch back to the Conventional Shifts. This notice period may be changed where mutually agreed upon.

Prior to implementing a Continuous Operation Shift Schedule, the Company and the Union will be given the opportunity to develop a shift schedule which is mutually preferred, provided such shift schedule does not increase operating cost or reduce efficiencies relative to the default shift schedules outlined below.

In the absence of an alternative schedule developed by the Company and the Union one (1) of the default Continuous Operation Shift Schedules outlined below will be implemented.

The workday shall consist of two (2) consecutive twelve (12) hour shifts beginning at 6:00p.m. or 6:00 a.m., with opportunity for staggered start times within two (2) hours. Twelve (12) consecutive hours shall constitute a day’s work. The work week shall be defined as either six (6) or seven (7) consecutive workdays. The six (6) day work week will be Sunday evening to Saturday. The options for 6 or 7 day schedules are shown below. Four (4) scheduling groups shall be designated. The scheduling groups shall be defined as A, B, C, D.

1) Six (6) Day Operation

The six (6) day operation shall be as follows:

----- Full Cycle = 4 weeks -----  
 12 shifts x 12 hours = 144 hours, 4 weeks = 36 hours/week

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
<b>A</b>	<b>NNN - - - x</b>	<b>- - - DDDx</b>	<b>- - - NNNx</b>	<b>DDD - - - x</b>
<b>B</b>	<b>DDD - - - x</b>	<b>NNN - - - x</b>	<b>- - - DDDx</b>	<b>- - - NNNx</b>
<b>C</b>	<b>- - - NNNx</b>	<b>DDD - - - x</b>	<b>NNN - - - x</b>	<b>- - - DDDx</b>
<b>D</b>	<b>- - - DDDx</b>	<b>- - - NNNx</b>	<b>DDD - - - x</b>	<b>NNN - - - x</b>

An additional four (4) hours per week will be scheduled by the Company for each employee with one (1) week’s notice. This may be 4 hours each week, 8 hours every 2 weeks or 12 hours every 3 weeks.

2) Seven (7) Day Operation

The seven (7) day operation shall be as follows:

----- Full Cycle = 12 weeks -----  
 42 shifts x 12 hours = 504 hours, 12 weeks = 42 hours/week  
 3 – 3 – 3 – 3 schedule

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	DDD --- N	NN --- DD	D --- NNN	--- DDD -
B	NNN --- D	DD --- NN	N --- DDD	--- NNN -
C	--- DDD -	-- NNN --	- DDD ---	NNN --- D
D	--- NNN -	-- DDD --	- NNN ---	DDD --- N

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	-- NNN --	- DDD ---	NNN --- D	DD --- NN
B	-- DDD --	- NNN ---	DDD --- N	NN --- DD
C	DD --- NN	N --- DDD	--- NNN -	-- DDD --
D	NN --- DD	D --- NNN	--- DDD -	-- NNN --

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	N --- DDD	--- NNN -	-- DDD --	- NNN ---
B	D --- NNN	--- DDD -	-- NNN --	- DDD ---
C	- NNN ---	DDD --- N	NN --- DD	D --- NNN
D	- DDD ---	NNN --- D	DD --- NN	N --- DDD

The following will be in effect when a Continuous Operation Shift Schedule has been implemented:

- Overtime shall be paid for all hours worked over twelve (12) consecutive hours, or all hours worked outside the scheduled work week.
- On the seven (7) day Continuous Operation Shift Schedule, an employee shall be paid a premium of one and one half (1.5) times his regular rate for the average two (2) hours per week worked in excess of forty (40) hours.
- Employees will receive eight (8) hours straight time for general Holiday pay. If the Continuous Operation Shift Schedule covers a Saturday or Sunday and the general Holiday falls on either of these days, the general Holiday will remain on the Saturday or Sunday. Overtime shall be paid for all hours worked on general Holidays.
- If production is required on a general Holiday, employees may be required to work. Employees who want the day off may request this day as per the normal vacation procedure. Further requests for days off will only be granted if there are adequate volunteers to cover such requests.

- Sick banked time is converted to hours (one (1) sick day is defined as eight (8) hours) and is utilized as twelve (12) hours per shift.
- Vacation time is converted to hours (one (1) vacation day is defined as eight (8) hours and one (1) vacation week is defined as forty (40) hours and is utilized as twelve (12) hours per shift.
- Shift premiums will be paid as per Sections 5.8.
- The waiting period for WI will be 2 working days (24 hours)
- Lunch break will equal thirty (30) minutes paid.
- Paid rest periods will be two (2) fifteen (15) minute and one (1) thirty (30) minute breaks.
- Meal allowance will be provided if an employee works more than twelve (12) hours.
- For all overtime hours worked outside of the employee's regularly scheduled shift will be paid at the applicable overtime rates of pay.
- For all regular hours worked within the employee's regularly scheduled shift, including Sunday evening start-up shift, Section 4.2 and Section 4.3 shall not apply.
- Section 4.1 does not apply to this shift pattern.
- When a Continuous Operation Shift Schedule is introduced or discontinued, the employee will be scheduled to balance his hours within the period worked.
- The Continuous Operation Shift Schedule will be implemented for a minimum of twenty-eight (28) consecutive days.
- The Continuous Operation Shift Schedule may be used in any department or sub-department.
- When the employee has the ability to take their break they shall. When they cannot, they will be paid accordingly.

**LoU 14 – Notice for Overhauls**

It has been agreed between the parties that:

Not less than thirty (30) days before the annual plant or departmental overhaul, the Company and the Union will mutually agree to the maintenance helpers to be designated for the purpose of overhaul.

For an equipment overhaul, when possible the notice will be fourteen (14) days.

**LoU 15 – Notice for Plant Closure**

The Company will give the union at least six (6) months written notice of its intention to permanently close the brewery; however more notice may be provided.

The Company will participate in a Union Management adjustment committee. Issues which may be discussed include but are not limited to: Severance, Pension, Skills and Training Upgrading, Relocation and Job Search.

The Company will provide adequate release time to members of the adjustment committee to effectively do their jobs.

The Union and the Company will meet as per the timelines in paragraph 1 above to discuss the closure and related job loss for the employees involved.

**LoU 16 – Beer Room Closure Settlement**

This memo outlines the agreement that was reached by the union and the company concerning the consumption of beer in the Employee Beer Room (Rumours Lounge) and the fact that it is no longer permitted, effective Friday, March 29, 1996.

Employees will receive the following increase in take home beer as part of the terms of the closure. And employee promotional beer will cease to exist as of December 31, 1996.

1996	30 dozen (total 60 dozen)*
1997 and thereafter	22 dozen (total 52 dozen)

\*new employees will receive a pro-rated portion of the increase, based on their start date.

The 1996 increase will be issued to employees before Christmas 1996.

## **LoU 17 – Retirement Age (Letter of Intent)**

### 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. So long as he continues to be employed, the employee will continue to accrue credited service in accordance with the pension plan text until December 1st of the calendar year during which he reaches his sixty-ninth (69th) birthday, but not beyond a maximum of thirty (30) years credited service.
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 December 1st of the calendar year during which he reaches his sixty-ninth (69th) birthday, whichever shall first occur (the "Pension Date").
3. The employee's pension will be determined using the minimum plan pension and monthly Canada Pension Plan retirement benefit at the level in effect on his/her Pension Date.



All of the above Letters of Understanding dated for signing purposes this 22nd day of March, 2017.

For the Union:

For the Company:

  
Greg Antoniw  
  
Todd Romanow  
  
Walter Mœscrip  
  
Louis Chalifoux  
  
Paul Thomsen  
  
Natalie Williams  
  
Trevor Clarkson  
  
Ryan Scally

  
Peter Delamont  
  
Mario Page  
  
Frederick Tofflemire  
  
Tamarã Vorobeitchik  
  
François Cholette-Brousseau