



**OLAND  
BREWERY**  
*Generations of Great Maritime Brewing.*

COLLECTIVE LABOR AGREEMENT  
BETWEEN:

OLAND BREWERY  
Hereinafter called "The Company"  
HALIFAX, NOVA SCOTIA

- and -

BREWERY & SOFT DRINK WORKERS  
LOCAL 361  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION  
HALIFAX, NOVA SCOTIA  
Hereinafter called "The Union"

January 1, 2019 – December 31, 2025

## **PREAMBLE**

This edition is prepared for purpose of convenience only, and for accurate reference recourse would be made to the Collective Agreement bearing the original signatures of the principles. The official legally binding document is that which contains those aforementioned original signatures.

For the purpose of this agreement, the masculine pronoun shall be deemed to include the feminine.

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January 1, 2019 – December 31, 2025

**PURPOSE**

In recognition of their mutual interest, this Agreement is entered into for the purposes of recording the hours, wage rates and terms or conditions of employment of the Company's employees; to set up the means for settling amicably any differences or grievances which may possibly arise and for the general purpose of promoting and improving industrial relations between the Company and the Union.

**DEFINITIONS**

**Probationary Employees**

Employees who are hired to become members of the permanent work force. They will achieve seniority after 1560 hours worked. They will become eligible to be enrolled in the Company's Welfare Plan and Pension Plan as defined in this Agreement after 90 days worked.

**Temporary Employees**

Employees who perform temporary or casual work and shall be entitled to only the rights and benefits outlined in Appendix 'L'. There are three separate and distinct groups which include the following:

- (a) Technical Services Temps – are skilled trades employees who are hired to provide relief for certain needs, including but not limited to the following circumstances, i.e. supplementing powerhouse and maintenance needs, backfilling regular employee absences etc.
- (b) Temporary Operators – are operators hired temporarily for purposes including but not limited to the following circumstances, i.e., employees replacing for vacation, sickness, upswings in production, LTD/WI replacement, back-filling those employees away on relief positions, etc.
- (c) Casual Operators – are operators hired for the purpose of short-term seasonal relief in circumstances including but not limited to the following, i.e., due to short-term promos, rebate, QC holds etc. This group includes employees previously known as "students".

## **HARASSMENT AND DISCRIMINATION**

The Company and the Union are committed to the right of its employees 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. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

### **1.0**

#### **1.01 Recognition**

The Company recognizes that the Union has been duly certified by the Labor Relations Board as sole representative to bargain with the Company for all employees, except hereinafter mentioned in Section 1.07 with respect to rates of pay, wages, hours and terms or conditions of employment during the Life of this Agreement, and that it has all the rights inherent to such certification.

#### **1.02 Union Security**

- (a) Each member of the Bargaining Unit shall be a member in good standing of the Brewery Workers Local No. 361 and shall continue to be a member of the Union "as a condition of continued employment".
- (b) The Union agrees that any employee engaged by the Company to work in the Bargaining Unit who is satisfactory to the Company will be allowed to make application for membership in the said Union on payment of the regular initiation fees and monthly dues and will not be denied membership without just cause.
- (c) The company will only be required to discharge an employee for:
  - (i.) Non-payment of initiation fees.
  - (ii.) Non-payment of Union dues.

#### **1.03 Irrevocable Check Off Of Union Dues**

The Company shall automatically deduct Union Dues from all employees coming within the established bargaining unit. Said dues shall be deducted on a weekly basis with new employees being required to pay dues starting with the first week of employment. Initiation fees will be deducted the first pay after having become a regular employee. The Company shall retain from each employee's pay the amount of Union dues and initiation fees required by the Union. The Union shall inform the Company of the amount of Union dues and/or any assessment decided by the Union, and the Company shall remit to the authorized representative of the Union the total deduction before the fifteenth (15) day of the month, following the month during which the deductions have been made, together with a statement of employee's names and the amount so deducted and giving particulars of those whose employment has been terminated or who have been laid off since the previous statement was forwarded.

#### **1.04 Bargaining Unit Work**

- (a) All work coming within the jurisdiction of the bargaining unit shall be reserved for employees in the bargaining unit. Notwithstanding anything contained in this agreement, plant maintenance work may be contracted out, as in the past, so long as it does not result in lay-offs.



- (b) The Company agrees not to use outside trucks for draught delivery, within an agreed to boundary of the Brewery (as per map on file), so long as its own trucks and regular drivers are available to perform the required work.
- (c) Supervisory personnel who are not members of the bargaining unit may work in emergency situations or train or demonstrate.
- (d) Outside truck drivers and their helpers shall not be permitted to operate Company equipment or to direct Company employees and the Company shall accordingly advise such drivers and their helpers. In addition, outside truck drivers shall be confined to the truck loading area only.

### **1.05 Representation During Work Hours**

The Company agrees that the Union can conduct the following activities on Company time:

- (a) When the Grievance Committee, Officers or Stewards, are called upon by Management of the Company to meet with them.
- (b) When the Grievance Committee, Officers or Stewards, are called upon by the Terms of this Agreement to handle a grievance or other matters relating to the administration of this agreement, provided that prior permission of the Front Line Manager or Department Head, concerned is secured. Such prior permission shall not be unreasonably withheld.

### **1.06 Employee**

The term "employee" as used in this agreement shall not include office staff, chief engineer, all Front Line Managers, watchmen, and those excluded by the certification order.

### **1.07 Union Representation**

- (a) The Company acknowledges the right of the Union to select employees who shall be stewards in presenting complaints or grievances to the Company.
- (b) The Union shall appoint a Grievance Committee consisting of Shop Stewards, Chief Steward along with officers of the Union. Only the Shop Steward or his alternate from the grievor's department will be on the Grievance Committee. The Union shall keep the Plant Manager notified in writing of the names of all Shop Stewards, the Chief Steward, the Grievance Committee and the Officers of the Union.

### **1.08 Labor Management Meetings**

The Labor Management Meetings will be held monthly, excluding July, August, and December. The union is required to provide a minimum of five (5) working days' notice and provide the agenda when the meeting is required. Such meetings will be so arranged between the Company and the Union so as to minimize the impact on the safe and efficient operation of the Company. The Union Executive or 5 union representatives will be relieved from work to attend the meeting.

### **1.09 Union Meeting**

The night of the Union meeting, two (2) employees from the packaging department shall be relieved to attend the Union meeting and the Company shall pay those employees for such time spent at the meeting.

### **1.10 Orientation**

The Company will provide an orientation program as agreed upon by both Management and Union for all new employees.

### **1.11 Union Executives and Shop Stewards**

The top two ranking members of the Union Executive will be exempt from temporary layoff. The remaining Union Executive will be exempt from temporary layoff for a period not to exceed eight weeks per calendar year.

All Union Stewards will be exempt from temporary layoff for a period not to exceed four weeks per calendar year.

Notwithstanding the above, all Union Executive and Stewards will be exempt from any temporary layoff due to Maintenance shut down.

For greater clarity maintenance shutdowns will not form part of the eight and four week layoffs.

### **1.12 Progress Report on New Employees**

Upon request by the Union at Union/Management Meetings, the Company will give a progress report on all new employees after two month's employment.

### **1.13 Paid Union Business**

The Company will provide an annual fund of \$28,000 to be used for leave for union business. The Company will charge the actual cost of the leave. For better clarity, the company will charge the greater cost between the salary of the employee on leave, or the actual cost of the employee replacing (ie. wage at applicable rate).

Such leave requires approval of the employee's manager and must be arranged between the Union and Company so as to minimize disruption to the Company's operation.

At the end of the year, if there is a deficit, the outstanding funds will be deducted from the next year's allotment; if there is an unused balance up to the maximum of \$1500, this will be rolled over into the next year's allotment.

### **1.14 Plant Chairman Pay**

If the Brewery and Soft Drink Workers UFCW LOCAL 361 President is elected from the Oland Brewery, a plant chairman pay will apply. If the President is elected from outside of Oland Brewery, this pay arrangement will apply to the next highest ranking Union official within the Oland Brewery. The plant chairman pay will be equal to 8 hours straight time wages at the Plant Chairman's regular wage rate. This pay is to reflect the Plant Chairman's duties on behalf of the Brewery and soft Drink workers UFCW LOCAL 361, such as labor-management meetings and preparation and attendance at grievance meetings. This payment is not to be included in the calculation for hours of work for overtime purposes.

## **2.0 MANAGEMENT FUNCTIONS**

### **2.01**

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, promote, demote or discipline employees, provided that a claim that an employee has been discharged, transferred, demoted or disciplined without just cause may be dealt with as hereinafter provided;
- (c) generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing to determine the products and by-products to be manufactured, processed, packaged, shipped and distributed; the methods of manufacturing, processing, packaging, shipping and distribution; the sources, quantities and kinds of ingredients, supplies and other materials used in the manufacturing, processing and packaging of the Company's products and by-products; the schedules of manufacturing, processing, packaging, shipping and distribution and the kinds and locations of machineries, equipment and tools used throughout the Company's operations.

### **2.02**

The management further reserves the right to make rules and regulations to be observed by the employees, and these rules shall not be inconsistent with the terms or spirit of this Agreement.

### **2.03**

It is understood that in exercising these functions the Company must conform to all other clauses of the Agreement. When an employee is reprimanded, disciplined, suspended or discharged, he may be accompanied by a Union Representative. The Union will be given in writing two (2) copies of the reasons for such action within forty-eight hours (Saturdays, Sundays and holidays excluded).

## **3.0 WORKING HOURS**

### **3.01 Shifts**

- (a) All employees will be required to fully rotate throughout all shifts in any structure cycle as defined in this Collective Agreement, to the best of the Company's ability. In the case that it would be necessary for an employee to be moved out of the cycle, it will be done in order of seniority (i.e. junior employee first).
- (b) Eight Hour Shifts: For an employee engaged in day work, eight (8) hours per day five (5) days a week, Monday through Friday, shall constitute the forty (40) hour work week.
- (c) For an employee engaged in shift work, eight (8) hours per day, five (5) days a week, Monday through Friday, shall constitute the forty (40) hour work week.
- (d) For those employees involved in special shift arrangements, see the attached appendices on Shift Structures.
- (e) The Employer may schedule employees to work 41 hours in a week. This right is to be exercised not more than ten (10) weeks each year. Where the company schedules employees on the 41 hour week, under no circumstances will overtime be paid for the 41st scheduled hour worked in that week pursuant to this provision. The extra hour shall be used for education, information, and/or

communication. All meetings to be scheduled for day shift or afternoon shift only. The company will schedule with regular scheduled posting.

### **3.02 Breaks**

Eight Hour Employees: A break period of fifteen (15) minutes duration shall be granted to each employee approximately half way through the first half of the shift and approximately half way through the last half of the shift, and these break periods will not be considered as an employee's lunch period or part of his lunch period. Such breaks shall be from the time the employee leaves his job to the time he returns to his job.

#### **Operations, Warehouse & Transport:**

Eight Hour Employees: One break period of thirty (30) minutes duration shall be granted to each employee during an eight hour shift, and this break periods will not be considered as an employee's lunch period or part of his lunch period. Such break shall be from the time the employee leaves his job to the time he returns to his job.

#### **Brewing, BTS, Technical Services, Distribution Bayer's and Distribution Moncton:**

Any change in present practices by Brewing, BTS, Technical Services, Distribution Bayer's and Distribution Moncton Personnel will be by mutual agreement.

### **3.03 Lunch Breaks**

- (a) A paid lunch period of thirty (30) minutes shall be granted to all eight (8) hour employees approximately half way through the employee's regularly scheduled shift.
- (b) Relief for the thirty (30) minute lunch period defined shall only be provided for in Packaging. This provision shall apply in the Powerhouse as outlined in Appendix "E".
- (c) For the purposes of Section (b), when the Company is running a stop-start operation in Packaging, this provision shall not apply. All other departments, not herein defined, shall continue their current practices of self-relief for the life of this Collective Agreement.

### **3.04 Breaks During Overtime**

- (a) When an employee is required to work overtime to commence at the end of his shift, which is expected to be of at least two (2) hours duration, and the employee has not had a break or a lunch period at the end of his shift, he shall be granted a fifteen (15) minute break in the first 2 hours of overtime work.
- (b) When an employee works overtime he shall be granted a fifteen (15) minute break after each full two (2) hours of overtime work unless he is leaving the job or going on lunch break.

### **3.05 Maintenance Status**

- (a) The status of Maintenance 'B', will be reviewed by the Company annually. The company shall provide the union with the criteria(s) for progression to the higher rate (Maintenance 'A') for information purposes. Those qualified for progression to higher status will be promoted. Those not qualified will be given reasons for

the decision and they shall have recourse to the grievance procedure, if they are not satisfied.

- (b) General Description of Maintenance Classification Employees in the Maintenance Department must be willing to exercise job Leadership with respect to work stabilization employees.
- (c) For the purpose of overtime, and vacation entitlement Brewhouse Mechanics will be considered part of the Maintenance Mechanical Group and Brewhouse Electricians will be considered part of the Maintenance Electrical Group.

### **Maintenance 'A'**

This general description includes; welder, electrician, machinist, mechanic, pipe fitter, plumber and stationary engineer all requiring some degree of certification. It also refers to the highest trained men who shall have the proper training and experience capable of skillfully doing any plant maintenance job within their respective skill without supervision and be regularly employed at such, and be capable of directing the work of other plant services employees

### **Maintenance 'B'**

Includes the above trades. It refers to employees who are so trained that they are capable of doing as good a job as a Maintenance 'A' man in certain types of work but will require more instruction and supervision in other types of work. They must be qualified to work without supervision and may be regularly assigned to work requiring the skill and experience of a qualified tradesman in their specified trades.

### **Maintenance Helper**

Employees who primarily assist Maintenance 'A' and 'B' and are semiskilled who can regularly perform routine tasks: i.e., work stabilization, while working on equipment overhaul and capital projects.

### **Chief Mechanic**

He will be highly skilled in one or more of the above trades and have a working knowledge of all the aforementioned trades. He will supervise the work of all maintenance mechanics and will report to the maintenance superintendent or his designate.

### **3.06 Assignments and Transfers**

All employees shall be subject to the following provisions:

- (a) The Company may transfer employees from one position or department to another. No transfer shall involve any loss of seniority, nor shall the employee suffer any decrease in his wage rate, providing that such transfer is not in the nature of a demotion. Employees shall have the right to grieve his demotion.
- (b) Employees who are temporarily transferred to a higher rated job and not training under supervision, shall continue to be paid their usual rate unless the transfer continues for one or more working days, in which case they shall be paid the higher rate for all hours worked during the day, or for more than twenty (20) hours in a week, in which case they shall be paid the higher rate for the job, for a minimum of forty (40) hours during the week. Any employee transferred to a lower rated job for the convenience of the Company shall not have his regular rate reduced.

- (c) If, as a result of a technological change in the Company's operation an employee is assigned to a job having a lower rate of pay than the rate of pay he formerly received, he shall continue to be paid at his former rate of pay until the job rate for his new classification equals his former rate.

### **3.07 Assignment to Skilled Jobs**

The Company will place regular employees on skilled jobs prior to assigning temporary employees to the job when regular employees are able and willing to do the job and are not already employed in an equally paid skilled position.

## **4.0 WAGES**

### **4.01 Wage Rates**

The basic rates for all Regular and Temporary employees agreed to by the Company and the Union will be those rates established by this Agreement, effective January 1, 2019, as shown in Appendix 'A'.

Regular employees shall receive a variable wage component as set out in Appendix 'B'.

If the Company wants to increase wages for Technical Services Employees due, but not limited to, retention or attraction issues, only the Technical Services wages will be discussed and shall not constitute a reopening of any other clause of the collective agreement.

### **4.02 Shift Premiums**

- (a) The regular day shift (B Shift) shall commence at 6:00 a.m. through 9:29 a.m. Any shift commencing at 9:30 a.m. through 5:59 p.m. shall be considered the afternoon shift (C Shift) and any shift commencing at 6:00 p.m. through 5:59 a.m. shall be considered the night shift (A Shift).
- (b) For the life of this Collective Agreement the shift premium on the afternoon shift is seventy (\$0.70) cents and on the midnight shift one dollar and fifteen cents (\$1.15).
- (c) Hourly rates contained in schedule of wages in this agreement shall be paid for all regular or day shift work. These shift premiums constitute separate fixed items of pay and shall not be included in basic rates for the calculation of overtime or premium payment, neither shall they be included in the calculation of pay for legal holidays not worked.
- (d) Pay at a premium of fifteen cents (15 cents per hour over and above the regular rate) will be paid to employees while performing the following services: waxing vats, scraping and painting the insides of pasteurizer tanks, and painting the inside of gas storage tanks.

### **4.03 Pay Week**

The regular pay week shall run from Monday to Sunday inclusively. The Company agrees to pay employees not later than noon on the following Thursday.

Effective January 1, 2021, the regular pay week shall run from Monday to Sunday inclusively and will be paid every other Friday, with direct deposit.

For any pay error of more than eight (8) hours, it will be possible to request an off cycle payroll adjustment. The request must be made before the Monday following the deposit. Thereafter the adjustment will be made within two (2) business days.

#### **4.04 Newly Created Classifications**

- (a) Any job created in the bargaining unit during the life of this Agreement, which is not covered by a wage classification set out therein, will be classified and a job rate set at a meeting held between the Company and the Union.
- (b) In the event of failure to agree on a rate, the Company may set the rate and if the Union does not agree with the rate that is set, then it may proceed to arbitration for resolution of the matter. The decision of the Arbitrator, if in favor of the Union, will be retroactive to the date of commencement of the new job. Nevertheless, the rate set shall not be less than the rate for general labor.

### **5.0 OVERTIME**

#### **5.01 Definition**

- (a) Eight Hour Shift:  
All time worked by hourly rated employees in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid at the rate of time and one-half. All work performed on a Saturday or a recognized Saturday shall be paid at the rate of time and one-half. All work performed on a Sunday or a recognized Sunday will be paid at the rate of double time.
- (b) Operating Engineer:
  - (i.) The first day off after shift completion will be considered as Saturday or a time and one-half day. The second day off after shift completion will be considered as Sunday or double time day. (Only one double time day can fall in any seven days, pay period Monday a.m. to Sunday p.m.).
  - (ii.) Pay will be as follows, on class "A" Scale:
    - 36 hours @ straight time on a 3 day week
    - 44 hours @ straight time on a 4 day week
    - Plus 4 hours @ overtime rate on a 4 day week.
- (c) Twelve Hour Shift:
  - (i.) All work by hourly rated employees in excess of twelve (12) hours per day will be paid at the rate of double time.
  - (ii.) An employee required to work on any of the aforementioned holidays shall be paid at the rate of double time for the first twelve (12) hours worked and double time and one half for hours worked thereafter. This pay shall be in addition to the holiday pay to which he is entitled under Article 8.02.
  - (iii.) In the event of an employee working overtime on his/her days off, shall be paid time and one half for the first (8) hours and double time for all time worked thereafter.
  - (iv.) An employee returning from vacation will only be entitled to be selected for an overtime opportunity which falls on his/her first scheduled work day following their vacation, for example, an employee who is on vacation and scheduled to return to work Thursday would not be entitled to any overtime until he/she returns to work on Thursday.

#### Shift Overlap:

Section 5.01, 8.04, 8.05 does not apply to work performed on a Saturday, or a recognized Saturday, a Sunday or a recognized Sunday or a holiday or observed day in lieu of holiday where the work performed falls on that day by reason of a presently established shift commencing in the period 10:00 o'clock p.m. to 12:00 o'clock midnight or by reason of a presently established shift terminating in the period 12:00 o'clock midnight to 2:00 o'clock a.m.. Such shift spillover time shall be at straight time rates.

#### **5.02 Distribution of Overtime**

- (a) When overtime is to be worked, it shall be distributed as evenly as possible among regular employees within their posted department who are capable of performing the work required (see Appendix H). Priority will be given next to regular employees from other departments who request to fill the job vacancies and who are capable of performing the job that is available. An employee cannot work a double shift or sixteen (16) continuous hours unless there are no other available employees capable of performing that job. Overtime work shall be voluntary, provided that an employee can be replaced by an employee capable of doing the job. Anyone from another department performing the overtime work will work at the job rate.
- (b) Except in an emergency or other unforeseen circumstances, notice shall be given the previous day of required overtime the following day. Notice of Saturday and Sunday overtime will be given by Wednesday at 12:00 p.m. (noon) on a three and two shift operation; and on Tuesday by 3:00 p.m. on a twelve (12) hour shift operation. Employees shall be required to declare their intent to work by Thursday 12 (noon).
- (c) If a regular employee is missed for an overtime opportunity that he would have otherwise been entitled to under the overtime equalization procedures, to correct this, such employee will be offered another equivalent overtime opportunity within the following four-week period following agreement that such opportunity was missed. For this make-up opportunity, the employee shall be paid the normal overtime premium payable for this work.

#### **5.03 Banked Overtime**

The intent of the plan is to level off and reduce the number of regular employees that could be laid off during the slack production periods. The parties also agree that, the procedures following may be amended as mutually agreed between the parties.

Employees working overtime have the following options:

- (i.) Payment of appropriate rates for all hours of overtime worked in lieu of banking for any time off.
- (ii.) Payment of the appropriate job rate for all hours worked and banking the appropriate premium amount for such overtime work.
- (iii.) Banking of all hours worked and banking of all appropriate premium amount for such overtime work.
- (iv.) Banking of all straight time as worked and payment for premium hours.

#### **Banked Time**

- (a) Overtime can be banked in no less than 1/2 hour increments.



- (b) Processing of banked time (banking or drawing out banked time) is done by time sheets only. No processing will be done by special pay adjustments or manual checks.
- (c) The processing system will recalculate the overtime to straight hour basis. (8 hours overtime worked at the rate of time and a half will show 12 hours as to be banked.)
- (d) Banked time drawn out is paid at the hourly rate applicable when banked.

### **Banked Time Maximum**

- (a) There is no limit as to how many hours an employee can have in the bank at any time.
- (b) No employee can take more than 80 hours' worth of banked overtime as time off in a calendar year.
- (c) An employee who does not use up accumulated time shall have the accumulated amount paid on the last pay of each calendar year to him by the Company at the rate at which it was earned.
- (d) The intent of this plan is that employees take significant blocks of time off at any one time, (i.e., one week). Time off for periods as short as one day will be granted where reasonable notice is given and shift change premium is not required for the man's replacement.
- (e) Banked time off may be granted at any time during the year. Time off shall be arranged by requests to the employees' Front Line Manager in accordance with the normal rules of vacation scheduling. Requests will not be approved earlier than one week prior to the time off requested. It is understood that vacations take priority over banked time off in the event of any conflict. For time off will be granted provided operational requirements are not compromised nor overtime or other premiums required to grant such time off.

### **Withdrawal of Banked Time**

- (a) As a cash out in blocks of eight (8) hours.
- (b) As a time off in blocks of a full shift or forty (40) hours only.
- (c) Banked time off will be granted, in accordance with the rules for vacation scheduling. Vacations take priority over banked time off in an event of conflict.
- (d) Once banked time off is granted, it can not be bumped by a subsequent vacation request.
- (e) The banked overtime system will keep track of all transactions and will display the status of each account at the end of the previous pay period. The disposition of the banked time in any form (i.e. - cash out, time off) will be done according to the last status report only.
- (f) Time drawn from the bank will be paid with the employee's regular deposit or on a separate deposit. If it is a cash out for eight (8) hours, it is to be included on the employee's regular deposit. If it is a cash out for more than eight (8) hours, a separate deposit is to be generated for the full amount requested with income tax to be the only deduction. If the time drawn is time off, it will be paid as a regular deposit with all applicable deductions.
- (g) The employee's check stub is to show totals for the following:
  - (i.) Banked time Remaining,
  - (ii.) Vacation Remaining.

#### **5.04 Call-Back**

Any employee who is called back to work in any emergency at any time outside his normal working hours, that is to say, any unscheduled and unforeseen work, shall be free to leave his job when the emergency is over, but shall nevertheless receive a minimum of four (4) hours pay at his applicable overtime rate. This clause does not apply to overtime which is attached to an employee's shift.

#### **5.05 Overtime When Eight Hour Employee Exceeds Three Hours of Overtime**

In the event of an employee working in excess of eight (8) hours in any one day at the overtime rate of time and one-half, this rate will apply to the first three (3) hours in excess of the regular eight (8) hours, after which double time rates will apply.

#### **5.06 Rate for Saturday or Recognized Saturday**

In the event of an employee working on a Saturday or a recognized Saturday, he shall be paid time and one-half for the first eight (8) hours and double time for all time worked in excess of the eight (8) hours in the same day.

#### **5.07 10-Hour Clause**

- (a) Employees will be notified by the end of their shift the previous day if they are not to report for work on their scheduled shift the next day. This clause will not apply in cases of weather conditions or breakdown which occur after an employee has completed his shift. If an employee reports for work on a scheduled shift without having been informed previously not to report and less than six (6) hours work is available to him he shall be given six (6) hours pay notwithstanding.
- (b) Employees who are absent from work the day prior to a lay-off and who have not been notified by the Company not to report, and who report to work, shall be paid a minimum of four (4) hours pay.
- (c) Employees who are told to report for work within ten (10) hours of their last shift, will be paid the rate of time and one-half their normal rate of pay for all hours worked within the ten (10) hour period.

### **6.0 SENIORITY**

#### **6.01 Definition of Seniority**

Seniority shall be defined as the length of an employee's service with the Company calculated as the elapsed time from the day that the employee was first hired, unless his seniority was broken. In the event that seniority was broken for any of the following reasons, seniority shall date from the time the employee returned to work following the 1st break in his seniority.

#### **6.02 Seniority Recognition**

- (a) At the time of their being hired, new employees shall be classified as either Probationary Employees, Casual, or Temporary Employees and the Union shall be notified of such.
- (b) (i) Probationary employees will be defined as those employees who are hired to become members of the permanent work force. They will achieve seniority after 1560 hours worked. They will become eligible to be enrolled in the Company's Welfare Plan and Pension Plan as defined in this Agreement after 90 worked days.

- (ii) Temporary employees hired into permanent positions, that completed at least 1056 hours worked, will achieve seniority as of their permanent hire date and will become eligible for enrollment into the Labatt welfare and pension plan immediately.
- (c) The Company agrees to recognize the seniority rights of all employees who are members of the Union. Seniority will be the determining factor in lay-off as provided in Article 6.06 and choice of annual vacation period.
- (d) Each employee will have seniority standing in the department in which he is employed. Except in the cases of employees whose seniority rights have been established, Probationary Employees seniority will be dated one hundred and twenty-six (126) calendar days prior to the shift day on which he completes his probationary service, provided that such date will not be prior to his starting date.
- (e) An employee does not have seniority rights until he becomes regular and his seniority date is established. Seniority dates will remain unchanged provided that an employee may, within one month of first posting of his seniority date, submit evidence to the Company and the Union to have such date changed.

### **6.03 Termination of Seniority**

Seniority shall be considered broken:

- (a) If an employee quits his job voluntarily or ventures into other permanent employment.
- (b) If an employee is discharged for cause, not reversed by Grievance Procedure.
- (c) If an employee fails to return to work within seven (7) working days after receiving notice from the Company by registered mail at his/her last known address to do so. The employee shall within that period notify the Company by registered mail.
- (d) An employee shall cease to have seniority if he has been laid off for a period of twelve (12) consecutive months or longer.

### **6.04 Seniority Shall Not Be Broken**

Seniority shall not be considered broken:

- (a) If an employee is granted leave of absence provided such leave of absence does not exceed six (6) months. The Company shall notify the Secretary of the Union in writing of all leave of absence granted.
- (b) If an employee is absent from work due to lay-off, provided he is available for work on being recalled in order of his seniority.
- (c) If an employee is absent from work due to a certified sickness or injury.
- (d) Seasonal employee's seniority shall not affect regular employee's seniority; i.e., in case of a dispute, a regular employee's seniority shall be considered first.
- (e) Upon application by a regular employee, and approval by the Company, the employee will be granted an extended leave of absence to enroll in University or Community College on a full-time basis. If the employee opts to continue under the Company's Group Insurance Coverage it will be at his/her expense, and the entire plan must be purchased (no opting-out of any element of the plan). There will be no pension accrual, Guaranteed Wage Plan, Weekly Indemnity, Long Term Disability, or Worker's Compensation entitlement. An employee's seniority will be frozen as of the date of the Leave of Absence and re-activated once he/she permanently returns to work. Employees afforded opportunities to return to work for temporary periods during their leave will be

entitled to regular wages, but only those benefits offered to temporary employees with the exception of pre-purchased group insurance coverage as described above.

### **6.05 Seniority List**

The Company shall post and maintain a seniority list on the plant bulletin boards and shall provide the Secretary of the Union with a copy of such list annually. Such lists shall be subject to review of the Union Shop Committee. Any irregularities in the list not consistent with the seniority principles defined in this Agreement shall be corrected by the parties hereto within thirty (30) days.

### **6.06 Layoff and Recall**

Seniority shall apply in the event of its becoming necessary to reduce staff. All lay-offs shall be made impartially and in strict order of seniority, only if the senior employee is able and willing to efficiently perform the work required of him/her. Rehiring after lay-offs shall be in the reverse order of lay-offs, with the last person laid off being the first rehired, and so on.

## **7.0 JOB POSTINGS, PROMOTIONS AND TRAINING**

### **7.01 Work Assignments**

- (a) Each permanent employee shall hold a maximum of one (1) posting within their home department only, listed below. The only exception being the employee holding the relief BTS Operator posting: This employee shall hold a maximum of one (1) posting and one (1) relief BTS Operator posting.

Brewing (incl. Keith's Brewery)
Operations
Warehouse & Transport
Distribution Bayer's Lake
Distribution Moncton
BTS

- (b) If a permanent vacancy for a job promotion becomes available in the Plant, notice of such position shall be posted within the next ninety (90) calendar days, for ten (10) business days on the bulletin boards of the Company. All particulars of such jobs shall be contained in such notice. For greater clarity: Vacancies can be created under, but not limited to the following circumstances: retirement and loss of seniority according to Article 6.03.
- (c) The Company agrees to select successful applicants on the basis of seniority, provided that the candidate meets minimal requirements of the job and is able and willing to do the job.
- (d) In the event of a permanent vacancy, there will be a maximum of two (2) postings available for all employees. If necessary, the third subsequent posting will be opened for an employee hired after February 15, 2007 promotion only.
- (e) Employees transferred from one department to another shall have their seniority transferred to their new department for all clauses where seniority is applicable in the current CA.
- (f) Temporary and casual employees may be assigned to any department.

- (g) In December of each year the Company will post for Category 1 jobs which were performed by temporaries for forty (40) weeks within the previous fifty-two (52) weeks and therefore, promote the successful applicant.
- (h) Casual employees will not be trained in Category 1 jobs.

**7.02 Training**

Employees may be trained on at least one of the below jobs:

Category 1

Brewing	Brewhouse, Fermenting, Carbonating, Brewer AKB
Operations	Can Line (all operations)*
BTS	BTS Operator

\*Can Line (all operations) represents an employee trained and capable to perform all operations on the can line.

Category 2

Brewing	Tank Washer, AKB Laborer
Operations	Filler, Labeler, Packer, Utility, Keg Line, Bottom Saw, Depalletizer, Soaker infeed, Candling, Palletizer
Warehouse & Transport	Keg Truck Driver, Shuttle Truck Driver, Warehouse Operator, Receiver
Distribution Bayer’s	Warehouse Operator
Distribution Moncton	Warehouse Operator

- (a) Should an employee be unsuccessful in a new position within one (1) month after the start of their training, they shall return to their previous full time position.
- (b) If an employee is the successful applicant for an internal job posting, and does not want the position after training for that role one (1) week, the employee will return to their current position but will not be allowed to apply for another posting for a 12 month period.
- (c) The Company shall post for Category 2 full time positions in Distribution Bayer’s Lake, Distribution Moncton.

**7.03 Work Assignments**

- (a) It is agreed that all full time truck drivers will be selected from the qualified drivers employed by the Company. Such employees will not be considered for another job posting for a period of thirty-six (36) months. The Company will continue the practice of posting for the keg truck driver position and provide training as required.
- (b) Notwithstanding the above, any new job created and/or any day job becoming available during the life of this Collective Agreement, will be posted.

#### **7.04 Rates**

- (a) Employees' base wage will be paid according to the job in which they are working. If an employee, hired after February 15, 2007, working in a Category 1 position, voluntarily moves to a Category 2 position, they shall receive the Category 2 wage rate.
- (b) When an employee is being given the opportunity to train for a higher paid job, they shall receive the wage related to his new job upon completing the training program or after 60 days worked, whichever comes first.
- (c) If an employee hired after February 15, 2007, is transferred to a lower paid job for medical reasons (including job limitations) they shall receive the wage of their original job as of the day that they were transferred, until the new job wage meets or exceeds their original wage.

#### **7.05 Reliefs**

- (a) In order to face upswings in production, the Operations department may post for seasonal relief positions. Those seasonal reliefs will only be available for "B" rated employees within the Operations department.
- (b) The interdepartmental vacation relief employee shall be designated by reverse order of the departmental seniority list.

#### **7.06 Shuttle Truck Driver Positions**

The following applies to the filling of Shuttle Truck Driver permanent vacancies:

1. Should internal candidates possess the required qualifications below, they will be given preference for these positions. If there are no such candidates, the Company may hire externally.
2. All candidates must have successfully completed a Tractor-Trailer Program from a recognized institution.
3. All candidates must have a current, valid Class 1 Nova Scotia driver's license or equivalent.
4. All candidates are subject to successfully completing a medical examination by the Company doctor.
5. All candidates are required to provide a current transcript of their driving record showing, at a minimum, a recent five (5) year safe driving record in use of a tractor trailer.
6.
  - (a) Successful internal candidates who were hired prior to February 15, 2007, other than temporary employees, will be classified as "Truck Driver" in Appendix A (which previously included the classifications of driver and driver helper).
  - (b) A successful internal candidate who is currently a temporary employee will receive the Operator B wage according to Appendix 'A' and will be subject to the probationary language contained in the Collective Agreement.

- (c) A successful external candidate hired into the position will be classified as "Shuttle Truck Driver" (in Appendix 'A') and will be subject to the probationary language contained in the Collective Agreement. Further, these candidates will be subject to the additional restriction that they will not be permitted to hold any other job classification for the duration of their employment.
- 7.
- (a) Openings in the Keg Truck classification will be posted internally for all employees to consider, excluding employees subject to 6. (c) above.
- (b) If an external candidate who successfully obtains the position is unable, due to a condition requiring accommodation by the parties, to perform the duties of the job, his rights shall be the same as those which apply to any other regular full time seniority employee in a similar situation.

## **8.0 PLANT HOLIDAYS**

### **8.01 Holidays**

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Halifax Natal Day
Labor Day	Heritage Day

### **8.02 Dates**

- (a) The above are considered plant holidays for which employees will be paid without having to work provided they fall on an employee's normal working day. For the life of the collective Agreement the plant holidays will be observed on the following dates:

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
New Year Day	Tue Jan 1	Wed Jan 1	Fri Jan 1	Fri Dec 31 2021
Heritage Day	Mon Feb 18	Mon Feb 17	Mon Feb 15	Mon Feb 21
Good Friday	Fri Apr 19	Fri Apr 10	Fri Apr 2	Fri Apr 15
Easter Monday	Mon Apr 22	Mon Apr 13	Mon Apr 5	Mon Apr 18
Victoria Day	Mon May 20	Mon May 18	Mon May 24	Mon May 23
Canada Day	Mon Jul 1	Wed Jul 1	Thu Jul 1	Fri Jul 1
Halifax Natal Day	Mon Aug 5	Mon Aug 3	Mon Aug 2	Mon Aug 1
Labor Day	Mon Sept 2	Mon Sept 7	Mon Sept 6	Mon Sept 5
Thanksgiving Day	Mon Oct 14	Mon Oct 12	Mon Oct 11	Mon Oct 10
Remembrance Day	Mon Nov 11	Wed Nov 11	Thu Nov 11	Fri Nov 11
Christmas Day	Wed Dec 25	Thu Dec 24	Mon Dec 27	Mon Dec 26
Boxing Day	Thurs Dec 26	Fri Dec 25	Tues Dec 28	Tues Dec 27

	<b>2023</b>	<b>2024</b>	<b>2025</b>
New Year Day	Mon Jan 2	Mon Jan 1	Wed Jan 1
Heritage Day	Mon Feb 20	Mon Feb 19	Mon Feb 17
Good Friday	Fri Apr 7	Fri Mar 29	Fri Apr 18
Easter Monday	Mon Apr 10	Mon Apr 1	Mon Apr 21
Victoria Day	Mon May 22	Mon May 20	Mon May 19
Canada Day	Mon Jul 3	Mon Jul 1	Tues Jul 1
Halifax Natal Day	Mon Aug 7	Mon Aug 5	Mon Aug 4
Labor Day	Mon Sept 4	Mon Sept 2	Mon Sept 1
Thanksgiving Day	Mon Oct 9	Mon Oct 14	Mon Oct 13
Remembrance Day	Mon Nov 13	Mon Nov 11	Tues Nov 11
Christmas Day	Mon Dec 25	Wed Dec 25	Thu Dec 25
Boxing Day	Tue Dec 26	Thu Dec 26	Fri Dec 26

### **8.03 Eligibility for Holiday**

To be eligible for holiday pay, employees must have worked forty-five (45) days prior to the holiday, also the employee must have worked or have been available for work the scheduled working day proceeding the holiday and the scheduled working day immediately following the holiday unless prior permission has been received. If an employee is certified sick either the day before or the day after the holiday this shall not affect his holiday pay unless he is on weekly indemnity.

### **8.04 Holiday Pay**

- (a) Any employee required to work on any of the aforementioned holidays shall be paid at the rate of double time for the first eight hours worked and double time and one half for hours worked thereafter. This pay shall be in addition to the holiday pay to which he is entitled under Article 8.02. In the event of a plant holiday that is received by the rest of the plant falling on rotation day off for those engaged in continuous process work, they will receive twelve (12) hours pay at straight time rate. In the event that any of the recognized plant holidays fall within an employee's annual vacation period, such employee shall receive an extra day's holiday or pay in lieu of such day.
- (b) Operating Engineers: In a week in which a holiday falls, the two engineers who are on a shift each earn thirty-six (36) hours pay and the two engineers who are off shift earn twelve (12) hours pay.
- (c) Six (6) Day Work Week: In a week in which a holiday falls, operators who are off shift will be paid twelve (12) hours at Straight Time rate.

### **8.05 Less than Eight Hours Worked**

Regular employees required to work on a plant holiday for less than a full eight (8) hours will receive pay for the holiday plus a minimum of four (4) hours of work or four (4) hours pay at the applicable overtime rate.



## 9.0 VACATIONS

### 9.01 Vacation Entitlement

It is agreed that all employees covered by this Agreement are entitled to vacation with pay, thus:

Having continuous service with the Company of:

- One Year - Two (2) Weeks' Vacation
- Three Years - Three (3) Weeks' Vacation
- Eight Years - Four (4) Weeks' Vacation
- Fifteen Years - Five (5) Weeks' Vacation
- Twenty Years - Six (6) Weeks' Vacation
- Twenty-Five Years - Seven (7) Weeks' Vacation

If seniority is reached by June 30th in a year - one week of vacation. If seniority is reached after June 30th in a year, the greater of 4% or a cash amount equivalent to one week of vacation pro-rated according to the period of time worked during that year.

Effective January 1, 2002 employees will be granted the opportunity, based on seniority, to take vacation during the period from June 15 to the end of Labor Day Weekend based on the following:

<b>Vacation Entitlement</b>	<b>Maximum Allowable Vacation</b>
7 weeks	4 weeks
6 weeks	3 weeks
5 weeks	3 weeks
4 weeks	3 weeks

When an employee cancels his vacation during the months of July and August, a notice must be put on the bulletin board for one week indicating the open period. The successful applicant will be an employee who was not offered the opportunity to apply for the said week or weeks during the initial vacation scheduling. Only the original vacation period shall be posted and not the others caused by the completion of the first vacancy.

### 9.02 Eligibility for Vacation

- a) To be eligible for vacations employees must have worked at least forty-four (44) weeks during their qualifying year and to have been available for work, if required, except that time lost due to accidents in the performance of their duties or a bona fide sickness shall not be counted so as to deprive an employee from obtaining credit for the purpose of qualifying for vacation.

"Qualifying Year" under this heading "Vacations" shall in each year for each employee be the anniversary date of his employment, it being understood that the principle of this clause is that a person earns his vacation in the qualifying year and is entitled to it in the following year.

- b) If a person's employment is terminated and he has not taken his vacation, he is entitled to his vacation pay earned in the qualifying year and in addition, he shall be entitled to receive a percentage of his pay depending on the amount of

vacation to which he is entitled from the end of his qualifying year to the date of termination; the percentage shall be as follows except in the case of a person discharged for cause not reversed by the grievance procedure:

- (i.) In the case of a person with less than one year 4%, as provided under the Vacation Pay Act.
  - (ii.) In the case of a person entitled to one or two weeks' vacation, 4%.
  - (iii.) In the case of a person entitled to three weeks' vacation, 6%.
  - (iv.) In the case of a person entitled to four weeks' vacation, 8%.
  - (v.) In the case of a person entitled to five weeks' vacation, 10%.
  - (vi.) In the case of a person entitled to six weeks' vacation, 12%.
  - (vii.) In the case of a person entitled to seven weeks' vacation, 14%.
- c) If as a result of lay-off an employee (who would otherwise have qualified) being unable to qualify because of the 44 week requirement in Section 9.02, then the 44 week requirement shall be reduced in such cases for purposes of qualification for vacation pay, by the amount necessary to qualify but not to a lower requirement than 33 weeks. In the case of an employee with three (3) or more years' seniority the forty-four (44) week requirement shall be reduced for purposes of qualification for vacation pay by the amount necessary to qualify but not to a lower requirement than twenty-six (26) weeks.

### **9.03 Earnings for Vacation Pay**

For each week of vacation leave an employee will receive forty (40) hours pay at their current hourly wage rate based on straight time. Notwithstanding the above, employees must receive minimum of the labor standard based on income.

### **9.04 Booking Vacation**

Suitable dates for vacations shall be arranged mutually between the employees and their Front Line Manager, with the interest of both the employee and his department taken into consideration. With this in mind preference will be given to the senior man.

Vacation booking will be done according to the below groups:

- Bottle Line and Keg Line
- Can Line
- Halifax Warehouse
- Bayer's Lake
- Moncton
- Brewhouse and Alexander Keith's Brewery
- Carbonating, Fermenting and Tank Washing
- Shuttle and Keg Trucks
- BTS
- Powerhouse
- Electricians
- Millwrights and Technical Planners
- Welders

### **9.05**

- (a) Once an employee is on vacation, he shall not be subject to recall except with mutual consent.

- (b) Once an employee's vacation time has been agreed upon, it shall not be changed except with mutual consent.
- (c) In order to enable all employees to have an opportunity to arrange their vacations in an orderly fashion, the following procedure has been agreed upon:
  - (i.) Notice to be posted requiring employees to file their choices of dates. Such notice shall be posted on or before January 1st of each year.
  - (ii.) Each employee once canvassed, by order of seniority, shall be given 48 hours to submit his/her choice of dates for his/her vacation. Canvassing of employees will begin no later than the week of January 15th of each year. In Packaging, this canvassing will be done in bigger blocks of employees as agreed between the Company and the Union.
  - (iii.) If the employee has not submitted his choice of dates within 48 hours of being canvassed, he loses any preference he may have had due to his seniority. The employee should submit his choice of dates as soon as possible to facilitate the preparation of the vacation schedule. One week's vacation takes preference over one day vacation for any open weeks.
  - (iv.) Employees will be permitted to take up to one week vacation in one day allotments. In the case of such one day vacations, the employee must provide at least one week's notice of his/her desire to take vacation and all such vacation must be scheduled prior to December 15 and used by December 31 of the current year. Scheduling of one day vacations will be subject to all normal rules/practices.
  - (v.) Once all employees have been canvassed to submit their vacation time, any unused vacation shall be scheduled in the following manner:
    - a. Request for open full week vacations, more than two weeks in advance:
 

The company will post requested unused vacation weeks for a period of seven days, within two days of receiving the vacation request. Selections will be made by Thursday of the following week, subject to all other normal rules and practices.
    - b. Request for open vacations, one week in advance:
      - i. Request shall be made in writing no later than 9:00 am Tuesday the week prior to the week in which time has been requested.
      - ii. For those employees who hold relief positions in other departments, the request must be made in the relief department.
      - iii. The Company shall post the name(s) of the employee(s) for whom time has been granted on the final manpower schedule in conjunction with the agreed final posting times of the weekly manpower schedule.
      - iv. Selection will be made in order of seniority.
- (d) Once an employee's vacation has been booked and approved, this vacation period cannot be changed for banked time off or any other type of approved absence.

### **9.06 Vacation Carry-over**

A regular employee may request to carry over up to two (2) weeks' vacation entitlement to be used no later than March 15th of the following year. Employees shall

have until December 15<sup>th</sup> of the current year to schedule their carry-over vacation. If the carry-over vacation is not scheduled by the employee before that date, the Company will schedule the carry-over vacation at its sole discretion. Carry-over vacation will be paid out at earned year rates only. It is understood that scheduling of carry-over vacation will not take precedence over current year entitlement, and that such carry-over may be taken in one week blocks only. Carry-over vacation caused by employee illness or injury may be scheduled at any time the following year, subject to these same conditions. Carry-over in such circumstances will be allowed only as a last resort.

For the purposes of the foregoing, employees recognized as vacation relief operators in another department for an employee or for a group of employees shall have last choice of vacation regardless of seniority within the Department that he/she is relieving.

### **9.07 Illness/Injury During Vacation**

In the event that an employee becomes ill or is injured after commencing his vacation, he shall at that point have the remainder of his vacation cancelled for that period and rescheduled at a later date. In order to implement this clause the employee must first contact his Front Line Manager immediately if he becomes ill or is injured, and he must be able to meet the Weekly Indemnity requirements.

### **9.08 Vacation Bonus**

Regular employees with three (3) years or more seniority shall receive a vacation bonus payable in cash equal to twenty-four (24%) percent of such employee's normal vacation payment. This bonus to be paid as one payment at the time of the employee's summer vacation. Vacation bonus will be calculated on 40 hours basis for employees working twelve (12) hour shifts. The vacation bonus applies to all existing employees. New employees hired after January 2012 will not be covered under this Article.

### **9.09 Vacation Banking**

Effective January 1, 1994, any employee with more than 4 weeks of vacation entitlement can bank vacation weeks in excess of 4 weeks to retirement. This banked vacation must be taken in the period immediately preceding their retirement. The Company will provide the Union with an annual summary of Employees availing of the above option.

## **10.0 GRIEVANCE PROCEDURE**

### **10.01**

In the event of any dispute or alleged dispute (hereinafter called a grievance), alleged violation or misinterpretation of this Agreement, the subscribing parties agree to abide by the following procedure for arriving at a fair and binding settlement.

### **10.02**

(a) Whoever the griever or grievors might be, they may first contact the Shop Steward and allow the Shop Steward or Grievance Committeeman, with or without the aggrieved, to take up the matter with the Front Line Manager concerned in the very first step, and the Front Line Manager shall be bound to

- render a decision within forty-eight (48) hours of having the matter placed before him.
- (b) If the employee, or majority of employees (if more than one is involved), are not satisfied with the decision of the Front Line Manager, he/she or they, may appeal to the Grievance Committee who shall present the grievance to the Plant Manager or his designated representative within forty-eight (48) hours, who in turn must meet them and render a decision in writing within forty-eight (48) hours.
  - (c) If the employee, or the majority of the employees, (if more than one is involved), are not satisfied with the decision of the Plant Manager, or his designated representative, he/she or they, shall appeal to the Grievance Committee who shall meet with the Company and the Company shall grant them a fair hearing within seven (7) days and before whom he/she, or they, shall be represented by the Grievance Committee of the Union and a representative of the Union's choice. A decision shall be rendered within seven (7) days after the hearing.
  - (d) In the event that no settlement can be reached between the Union and the Company in (a), (b) and (c), the dispute shall be referred to a single arbitrator constituted in the following manner:
    - (i.) The matter may at the insistence of either party, be submitted to a single arbitrator for his determination, provided that written notice is submitted to the other party within ten days of the expiration of the 48 hour period outlined in paragraph (c), above.
    - (ii.) The party that provides the written notice referred to above shall include in that notice the names of at least three (3) persons for the consideration of the other party as candidates to act as the sole arbitrator. An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as arbitrator.
    - (iii.) In the event that the parties fail agreement on such an Arbitrator within 15 working days of the date of notice of arbitration, the Minister of Labor for the Province of Nova Scotia shall be called upon to appoint such an Arbitrator.
    - (iv.) The Arbitrator shall hear the grievance and shall issue a decision, within fifteen (15) days, or within such other period as the parties may agree upon or the Arbitrator may reasonably require.
    - (v.) The decision of the Arbitrator shall finally settle all differences between the parties or persons bound by this agreement on whose behalf it was entered into, concerning its interpretation or violation.
    - (vi.) The Arbitrator shall make any necessary orders to implement his award and restore any party to his or its rightful position, including lost wages, reinstatement, etc.
    - (vii.) The Arbitrator shall have power to modify a penalty of discharge, suspension, or discipline provided the Union establishes that there are just and reasonable grounds for such modification.
  - (e) The Arbitrator shall not have any jurisdiction to alter or change any of the provisions of this agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.

- (f) Pending arbitration there shall be no strike or lockout and work shall continue under this Agreement.
- (g) Each of the parties hereto will bear one half of the expenses of the Arbitrator.

**10.03**

The disposition of complaints or questions in dispute shall be recorded in writing on a form supplied by the Union.

**10.04**

The Company will only consider grievances, the circumstances of which are alleged to have occurred not more than fifteen (15) working days prior to the presentation of the grievances in writing, unless the employee is prevented from doing so by unusual circumstances.

**10.05**

Any place where the time of twenty-four (24) hours or forty-eight (48) hours is involved in this Section, Saturdays, Sundays or holidays shall not be counted.

**11.0 DISCIPLINE AND DISCHARGE**

**11.01 Discipline**

When an employee is reprimanded, disciplined, suspended or discharged, he may be accompanied by a Union Representative. The Union will be given in writing two (2) copies of the reasons for such action within forty-eight hours (Saturdays, Sundays and holidays excluded).

**11.02 Disciplinary Records**

In the imposition of discipline, if an employee has not been formally disciplined for the same or a related offence for an interval of one (1) year, two (2) years in the case of suspension, his previous offences will not be referred to. But, in any event, discipline imposed will not be referred to after the expiry of two (2) years from the date of the discipline.

**11.03 Suspensions**

Suspension of an employee, however, may be made by his Front Line Manager or one of a higher rank. In such an event the employee has the right of action described in the Article 11:05.

**11.04 Dismissals**

It is agreed that dismissals are to be made only by the Plant Manager or, in his absence, a Department Manager. Charges made against an employee as a basis for his removal for cause shall be acted upon only after such charges have been thoroughly investigated and the employee given an opportunity of stating his case.

**11.05 Discharge Grievance**

If after investigation the employee or the Union believe that he has been unjustly discharged, a grievance may be submitted starting with Step No. 10.02 (b) of the Grievance Procedure, omitting Step 10.02 (a).

### **11.06 Discipline Timing**

All discipline will be imposed within ten (10) working days from the time of discovery of the incident. If the company requires an extension to finalize its decision, an extension of 7 day's will be granted, unless mutually agreed between company and union to another date. Request must be made in writing, it will be granted if so requested. Any discipline must be served within 30 calendar days of written discipline notice by the company.

## **12.0 HEALTH & SAFETY**

### **12.01**

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

### **12.02 Injury/Illness at Work**

An employee suffering an injury, no matter how trivial, or becoming ill while at work, shall report to his Front Line Manager and be allowed a reasonable time to secure proper treatment and shall report back to his Front Line Manager either by telephone or in person after having received such treatment.

### **12.03 Reporting Illness/Accidents**

Sickness or accidents which necessitate absence from work, must be reported as soon as possible to the Front Line Manager of the department concerned, or to the Health Services Department. Such absences should be reported no later than two (2) hours prior to the start of the employee's normal shift.

### **12.04 Medical Examination**

All employees will submit to medical examination by the Company's doctor whenever requested to do so.

### **12.05 Joint Committee**

There shall be a joint safety committee appointed to consist of one (1) member of the Company and one (1) of the Union.

## **13.0 UNIFORMS AND WEARING APPAREL**

### **13.01**

- (a) The Company requires all employees on the Seniority List to wear a uniform or work clothing to be provided at no cost to the employee. The following will be the annual uniform allotments, by department, for regular employees, provided by October 31 of each year.

<b>Department</b>	<b>Provided at company expense</b>
Brewing	Choice of 2 coveralls per year Or 2 uniform shirts or 4 'T'-shirts 2 pair of pants per year In addition, for cellar operators only, up to \$100 for cold weather wear to be provided on a reimbursement basis

Packaging	2 uniform shirts or 4 'T'-shirts/ 2 pair of pants per year
Maintenance	Choice of 2 coveralls per year Or 2 uniform shirts or 4 'T'-shirts/ 2 pair of pants per year 1 winter jacket every three years
Logistics	2 uniform shirts or 4 'T'-shirts 2 pair of pants per year 1 winter jacket and 1 spring jacket every 3 years

Each employee shall keep the uniform and work clothing neat and clean at his own expense. If a uniform is provided on a rental basis, the company will provide cleaning of such.

- (b) Rubber boots, aprons, gloves and goggles and safety glasses will be supplied to employees when engaged in work which in view of the management, requires this protection. As to gloves, these will be supplied reasonably to those handling empty bottles. Other safety items recommended by the Safety Committee may be supplied under the terms of this Article.
- (c) Employees must wear protective hearing devices, safety footwear and safety glasses in areas so designated by the Company.
- (d) The Company shall provide to all regular employees safety footwear at a cost to the Company not to exceed one hundred and seventy-five dollars (\$175) per year. Employee can use any leftover funds from the \$175 to purchase insoles, water repellent or laces.  
Effective January 1, 2020, the Company shall provide to employees safety footwear at a cost not to exceed two hundred dollars (\$200) per year for permanent employees, and one hundred and seventy-five dollars (\$175) per year for temporary employees with at least two (2) years of continued service.
- (e) The Company will pay the cost of cleaning the Uniforms of regular transport drivers on the basis of up to one cleaning per uniform per week.
- (f) The Company agrees to provide a light jacket for grounds and service; rubber footwear for drivers and a spare set of rain wear and outer wear maintained in the Shipping Department for relief employees who are assigned as third person on the appropriate trucks.

#### **14.0 BENEFIT PLANS**

The following welfare benefits will be made available to regular employees. The Company will pay the premium cost for eligible employees.

##### **14.01 Medical Plan**

- (a) The Company will provide the benefits available from time to time under the Company's contract with Manulife (or another provider). The Company will pay the premium costs for seniority employees and will pay the premium for coverage under the Manulife (or the other provider) Contract for retiring employees.
- (b) Survivor Benefits: An employee's surviving beneficiary will be entitled to receive medical and benefits for a period of six (6) months following the death of the employee.



- (c) Retired Employees: The cost of prescriptions for a retired employee is fully covered by the Provincial Government (Pharmacare) or Insurance Carrier. Should this situation change, the Company will maintain full coverage of these costs through placement of the policy with another insurer.

#### **14.02 Dental Plan**

- (a) The Company will provide a dental plan for eligible employees. Refer to Plan for particulars.
- (b) Survivor Benefit: An employee's surviving beneficiary will be entitled to receive dental benefits for a period of six (6) months following the death of the employee.

#### **14.03 Group Life and AD&D**

- (a) Effective January 1<sup>st</sup>, 2002 and for the life of this Collective Agreement, the Company will provide Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount of \$75,000 for employees actively at work on that day. Employees not actively at work on the above-named days shall only be provided increased insurance coverage upon their return to active employment.  
Notwithstanding the above, the company will provide Group Life Insurance and Accidental Death and Dismemberment Insurance for employees actively at work on January 1<sup>st</sup> 2002, in the amount of \$76,000 as of January 1, 2021; \$77,000 as of January 1, 2022; \$78,000 as of January 1, 2023; \$79,000 as of January 1, 2024; \$80,000 as of January 1, 2025.
- (b) Retired Employees: Group Life Insurance to the amount of \$7,500 will be provided for eligible employees after age 65.

#### **14.04 Medical and Dental Premiums While Laid Off**

The Company agrees, that it will continue with its present practice with respect to the payment of premiums for benefits for all regular employees for a period of one month following the month of layoff. This does not apply to sickness and accident benefits and pension accruals.

#### **14.05 Psychologists- Chiropractor**

- (a) The Company agrees to provide insurance coverage for the services of a Registered Psychologists, Registered Chiropractor, Massage Therapy and Naturopath for reasonable and customary charges of up to \$80 per visit to a combined maximum of \$1,000 per year, as an extension to the current Major Medical Plan for hourly employees with Manulife Insurance Company (or the other provider).

### **15.0 LEAVES**

#### **15.01 Bereavement Leave**

In the event of a death in the immediate family of an employee, that is mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-parents, step-child, step-brother and step-sister. The Company will grant his/her time off with pay not more than three

consecutive working days. In the case of other in-laws, aunts, and uncles, nieces and nephews, the Company will allow one day off if the funeral is attended.

### **15.02 Leave for Jury Duty**

Any regular employee who is absent from his regularly scheduled work due to jury duty or subpoenaed as a crown witness in Nova Scotia shall receive the difference between the amount he receives as jury or crown witness pay, including all other compensation from Government authority, and regular pay at straight time classification rate for each day of jury service or as a crown witness while sitting on a jury or as a member of the jury panel during selection or required as a crown witness (Monday to Friday inclusive) provided satisfactory proof is submitted to the Company that he/she was called for such duty and sat as a member of the jury for the period claimed or required as a crown witness and provided that he/she returned to work within a reasonable time after the termination of such service.

### **15.03 Sickness/Disability and Discharge**

Sickness or disability resulting from an accident shall not be sufficient cause for discharge in the case of regular employees. This clause also applies to probationary employees who have completed ninety (90) days worked, or to temporary employees who have completed 1560 hours worked. Upon recovery, the employee shall receive his former job if it is held by an employee with less seniority, or some other suitable job in his department if in each case the recovered employee is then capable of performing the job in a satisfactory manner, and provided his absence was due to such sickness or injury as certified by a doctor, satisfactory to the Company and provided he was not absent because of sickness or injury for more than 24 months.

The term "24 months" referred to in Section 15.03 defines, specifically, the length of time that an employee on sickness or disability is entitled to his former job if held by an employee with less seniority, or some other suitable job in his department, subject to his ability to perform the work in a satisfactory manner.

Beyond the "24 month" period, an employee who returns to work after being absent due to disability or sickness, will be entitled to perform work in any other department, subject to the employee's ability to perform such work in a satisfactory manner.

### **15.04 Sick Leave Weekly Indemnity**

- (a) The Company will provide, at no expense to the employee, a conventional sick pay plan administered by an insurance company and providing, subject to the rules of the plan, a weekly indemnity program providing a weekly benefit of 70% of earnings, (applicable classification hourly rate X 40) for a period not exceeding twenty-six (26) weeks beginning with the first day of disability due to non-occupational injury and the fourth day of disability due to sickness. When a general change in wage rates takes effect under the terms of the Collective Agreement, the amount of weekly indemnity benefit from the effective date of such change will be 70% of the basic weekly earnings rate to which the employee would be entitled if at work.
- (b) Supplement for Statutory Holidays: Employees drawing benefits under the Weekly Indemnity Plan shall receive a supplement up to full pay for statutory holidays falling within the 26 week Weekly Indemnity Period.

### **15.05 Long Term Disability**

- (a) The Company will provide at no expense to the employee a conventional long term disability plan administered by an insurance company providing, subject to the rules of the plan, an indemnity of 66 2/3% of the monthly earnings.

Notwithstanding the above, effective January 1, 2022, Long Term Disability Insurance will cover 50% of the monthly earnings. The employee may maintain 66 2/3% coverage by paying a premium to obtain 66 2/3% coverage. The premium payable on each payroll date by the employee will be calculated based on a premium rate of \$4.48 per month for each \$100 of monthly coverage. If the Insurance Company increases the premium rate that it charges the Company, the premium payable by the employee will also increase, but it will be limited to a maximum increase of 10% per year. If the insurance company decreases the premium rate that it charges the company, the premium will be reduced accordingly.

- (b) If an employee returns to work and is again disabled due to the same or related cause, his absence will be treated as a continuation of disability under the LTD benefit unless he has been back to work for at least six (6) consecutive months.

### **15.06 Advances**

Company Advances for Sickness, Non-Occupational Accidents or Worker's Compensation Payments Employees absent due to sickness, non-occupational accident or Worker's Compensation shall be paid every plant pay day. Employees will be required to submit completed Weekly Indemnity Claim forms or Worker's Compensation Accident forms as required by the Company within 10 working days from the beginning of their absence unless it is impracticable to complete the forms or the company's medical consultant is notified and is satisfied that the employee was unable to attend work to continue to receive full Weekly Indemnity pay or Worker's Compensation in subsequent pay periods. If the claim is refused and all appeals have been exhausted, the Company shall have the right to deduct the advanced amounts owed on the employee's paycheck(s). It is understood that Weekly Indemnity Benefit and Worker's Compensation checks will be endorsed by the employees and turned over to the Company.

### **15.07 No Double Recovery**

An employee shall not receive wages or other allowances such as holiday pay, vacation pay, weekly indemnity, long term disability, Workers' Compensation, or other similar benefits from more than one source for the same day or part day.

### **15.08 Termination of Eligibility – Sick Days/WI/LTD**

An employee's eligibility for sick days and participation in the Weekly Indemnity and Long Term Disability Plans ceases immediately upon his layoff and is reinstated upon his recall to work and completion of eight (8) hours work in the bargaining unit. Notwithstanding the above, an employee with ten (10) or more years seniority who is laid off, and who, if recalled within two (2) weeks or less, is unable to report to work due to sickness or non-occupational accident, shall be eligible for participation in the Weekly Indemnity and Long Term Disability Plans effective the date of his/her recall.

### **15.09 Sick Days/Personal Days**

An employee with over six months service is eligible for a total of six (6) working days sick leave/personal days non-accumulative, with pay per calendar year. The Company reserves the right to request a doctor's certificate or a written justification for the employee's absence at its sole discretion.

### **15.10 Sick Days Payout**

Any unused portion of the sick leave will be paid to the employee prior to Christmas. Sick leave credits are established for each eligible employee as of December 1st.

Employees who acquire seniority after the commencement of the new sick leave year are credited with sick leave days on a pro-rated basis. An employee who retires from the Company under the provisions of the Company Pension Plan will receive payment of the sick leave cash out on a pro-rated basis.

#### **Pro-rating shall be calculated as follows:**

Seniority employees shall accrue for cash out purposes only, one-half day for each completed month of the current sick leave year (December 1 to November 30).

**Twelve hour shift schedule:** sick pay will be cashed out at year end in the following manner:

1. Sick leave for a day will be twelve (12) hours pay.
2. For those who work twelve (12) hour shifts yearly, they will be cashed out for any unused sick days at twelve (12) hours pay.
3. For those who do not work twelve (12) hour shifts all year round, they will be cashed out for any unused sick days on a pro-rated basis.

Should the illness be of sufficient duration that the employee becomes eligible for benefits under the sick pay plan, he will not receive pay under this provision for any days he receives benefits under the sick pay plan. The balance of sick leave remaining after such an occurrence may be claimed in the normal manner if the employee is subsequently sick during the balance of the calendar year.

### **15.11 Illness or Accident**

In case of an accident causing injury to a regular employee so severe that the employee is unable to continue work, he shall be paid for the balance of his shift. No employee will leave work before first reporting to his Front Line Manager. The Company may require proof of illness by a doctor's certificate to be obtained at Company's expense, if any, by the employee whenever requested.

## **16.0 INTERRUPTION OF WORK**

### **16.01**

The Union undertakes that there shall be no strike, slowdown, work stoppage, or other interruptions of operations and the Company undertakes that there will 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.

## **16.02**

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

## **17.0 GENERAL**

### **17.01 Leave of Absence:**

- (a) An employee may obtain a Leave of Absence for a short period to perform legitimate duties on behalf of UFCW LOCAL 361 or to attend a trade union convention or a Labor institute and shall not be prejudiced thereby provided sufficient prior notification is given to the Company and leave of absence sought does not disrupt normal brewery operations.
- (b) Leave of Absence will be granted for a period of not more than twelve (12) months or for the balance of the duration of this Agreement, whichever is longer, for any employee who has been elected or appointed as an official of the International Union or of the Local Union, if such duties require him to have leave of absence from his Company duties on a full time basis.
- (c) Upon application by a regular employee, and approval by the Company, the employee will be granted an extended Leave of Absence to enroll in University or Community College on a full time basis subject to the guidelines expressed in Section 6.04(e).

### **17.02 Collective Agreement & Bulletin Board**

The Company agrees that a copy of this Agreement may be placed in prominent places in the brewery, if deemed necessary, where it may be examined at any time by the members of the Union. The Company agrees to provide a bulletin board in the canteen for use of the Union and will allow the Union to post notices of meetings and other official Union notices duly signed by an officer of the Union provided that prior approval is obtained from the Company.

### **17.03 License/Certificate Renewal**

The Company agrees to continue its practice of reimbursing Power Engineers and Class 1 Drivers for the cost of renewal of their licenses or certificates.

### **17.04 Tools for Technical Services**

The Company agrees to pay up to \$400 per year to purchase tools to be used on the job at the Brewery by Technical Services trades employees. The employees concerned shall submit an application for such purchases on the approved form. Any tools purchased by the Company pursuant to this provision shall be the property of the Company and if a trades employee leaves the employment, if requested, he will turn in such tools to the Company.

### **17.05 Negotiation Committee**

The Company will grant time off without loss of pay during the employee's regular working hours for not more than five employees who are members of the Union Negotiation Committee for the purpose of attending negotiating meetings with the Company, for the renewal of the Collective Agreement.

### **17.06 Normal Retirement Age**

Normal retirement for regular employees shall occur at age sixty-five (65) except that the Company shall be given adequate time to secure a satisfactory replacement.

### **17.07 Confidentiality of Employee Medical File**

The company shall continue with its present practice of confidentiality with respect to such records and shall not allow their removal from the Company's premises without the explicit consent of the employee.

### **17.08 Specialist Appointments**

The Company will provide unpaid time off if it is necessary for an employee to attend appointments with a medical specialist. Employees will endeavor, where possible, to arrange for such appointments outside of working hours.

## **18.0 TECHNOLOGICAL CHANGE**

### **18.01**

If during the life of this Agreement the Company wishes to make a technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications, or which would result in the lay-off of any regular employee, the Company agrees that, before introducing such technological change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such technological change.

### **18.02 Technological Change**

- (a) 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:
- (i.) The Company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification, the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (b) herein.
  - (ii.) 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.
  - (iii.) 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 18.02(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.

- (a) If:
- (i.) 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
  - (ii.) 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:
    - a. 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 20.01(iii) hereof. If any of those employees were classified as probationary or regular employees prior to March 6, 1988, their separation payment calculation shall include an additional One thousand Dollars (\$1,000);
    - b. 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) week's 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.

### **18.03 Severance Where Ineligible for Guaranteed Wage Plan**

Persons hired as regular employees after March 6, 1988 who have achieved seniority and who are not yet eligible for participation in the Guaranteed Wage Plan will, upon permanent layoff, be eligible to receive an amount of severance pay equal to one (1) week of regular pay for each completed year of service as of the original date of his layoff. Upon receipt of such severance pay, the employee's employment is terminated and his seniority and other rights under this Agreement are cancelled.

## **19.0 PENSION**

### **19.01**

Regular employees shall be eligible for pension benefits as provided for in Appendix 'C' and 'D' of this Agreement.

## **20.0 SEPARATION PAY**

### **20.01**

20.01 (i) A regular employee shall be entitled to separation pay as set out in subsection 20.01 (iii) provided he has not been excluded by subsection 20.01 (ii) and provided he meets any of the following eligibility provisions:

- (a) if he is terminated for a reason other than set out in subsection 20.01 (ii);
- (b) if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided he is not eligible for any Company or Government Pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- (d) if he/she is ultimately designated for indefinite layoff as a result of a major technological change as provided in subsection 20.01 (iii);

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

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

20.01 (ii) Notwithstanding subsection 20.01 (i), an employee shall be excluded from separation pay eligibility if:

- (a) he quits;
- (b) he is terminated for just cause;
- (c) he is terminated under Section 6.03 (loss of seniority provision) of this Collective Agreement;
- (d) he has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
  - (i.) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
  - (ii.) the direction or decree purports to change the method of beer distribution or 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.

20.01 (iii) The amount of the separation payment of an eligible employee shall be equal to:

- (a) one week's base earnings (computed on the basis of his hourly rate in effect as of the time of layoff) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Unit, plus
- (b) for employees classified as probationary or regular employees prior to March 6, 1988, an additional Three Hundred and Seventy-Five Dollars (\$375.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applied for separation pay at the time he first becomes eligible therefor shall have his separation pay under this part (b) calculated as Seven Hundred and Fifty Dollars (\$750.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of a brewery, the 15 year maximum is replaced with a 22 years maximum.

20.01 (iv) 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.

20.01 (v) 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.

### **21.00 COST OF LIVING ALLOWANCES**

A Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from January 1, 2025 to December 31, 2025, the first pay period following publication of the December, 2025 Consumer Price Index on the basis of 1 cent per hour for each full .3 change in the consumer Price Index, (1986=100) in the period from January 1, 2025 to December 31, 2025 calculated by subtracting the Consumer Price Index for the month of December, 2024, after adding thereto 4% of the December, 2024, Consumer Price Index, from the Consumer Price Index for the month of December, 2025.

### **22.00 EMPLOYMENT INSURANCE 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.

### **23.00 EMPLOYEE TRAINING AND EDUCATION FUND**

Commencing January 1, 2007, the Company will remit an amount of nine (9) cents per hour for hours worked by bargaining unit employees into a separate established

employee training and education fund administered by the Union. This money shall be remitted to the authorized representative of the Union no later than the 15th of the month following the month in which the money was deducted.

## **24.00 SOFT MAINTENANCE**

### **24.01**

The Company will provide in-house training on soft maintenance for all operators in all departments. As examples, soft maintenance may include; set-ups, change-overs, some component replacement, lubrication, preventative maintenance inspection and adjustments. It is understood that trades personnel will assist in the development, instruction, certification, and continuing support of Soft Maintenance skills. Soft Maintenance will be part of all operators' responsibility.

Employees who successfully complete in-house training and demonstrate with a practical test, the new skills, will be certified as qualified "Soft Maintenance" Operators. A training record will be maintained where the trainer(s) and trainee will note and acknowledge the nature of the training and certification.

In the event an employee is unsuccessful in obtaining his/her certification after the initial training, the Company, Union and individual employee will meet to develop a specific training plan. If the developed training plan is unsuccessful in assisting the employee in achieving his/her certification, the Company and Union will agree on the next steps with consultation with the employee to either provide more training or reassignment of the employee to another job in the packaging department.

It is understood that the Company may schedule Operators who hold their Soft Maintenance certification to assist with Maintenance during scheduled downtime work of his/her equipment.

### **24.02 Operational Flexibility**

An employee may be assigned to do other duties during his shift, so long as he/she is capable and available to do the work, and additional overtime in the department is not incurred as a result of the assignment. This provision is not meant to create job loss but rather to operate the Brewery more efficiently and cost effectively. The intent of this Article is:

- (a) to allow qualified personnel to perform "non-regular" job duties during his/her shift. For Example a Packaging Employee who is capable can operate a forklift to assist in clean up or production, or a maintenance employee could receive parcels on the off shifts or Saturday;
- (b) to eliminate unnecessary overtime connected with "calling in" an employee from a specific department when a qualified employee is already onsite and available.

## **25.0 APPENDIXES**

Appendix 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'J-1', 'K', 'K-1', 'L', 'M', 'M-1', 'N' shall form part of the Collective Agreement.

Appendix 'A' Base Hourly Rates and Classifications

Appendix 'B' Variable Compensation

- Appendix 'C' Oland Breweries Limited Defined Benefits Pension Plan
- Appendix 'D' Oland Breweries Limited Defined Contributions Pension Plan
- Appendix 'E' Agreement with Operating Engineers
- Appendix 'F' Fermenting Room Operators' Shifts
- Appendix 'G' Six (6) Day Work Week
- Appendix 'H' Overtime Equalization
- Appendix 'I' Weekend Workforce
- Appendix 'J' Twelve (12) Hour shifts
- Appendix 'J-1' Twelve (12) Hour shifts – Bottle Line and Forklifts
- Appendix 'K' Ten (10) Hours shifts
- Appendix 'K-1' Ten (10) Hours shifts – Technical Services Department
- Appendix 'L' Technical Services Temporary, Temporary and Casual Employees
- Appendix 'M' Letter of Intent Guaranteed Wage Plan
- Appendix 'M-1' Guaranteed Wage Plan
- Appendix 'N' Work-Related Travel Policy for Employees

**DURATION OF AGREEMENT**

This agreement and schedule of working conditions shall become effective as of January 1, 2019 and will continue in force until 31<sup>st</sup> December, 2025 and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least sixty (60) days prior to 31st December, 2025 or sixty (60) days prior to 31st December of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_ day of \_\_\_\_\_ 2019.

**FOR THE COMPANY:**

**FOR THE UNION:**

Mario Pagé

Don Roberts

Ashley White

Dave Hunt

Shawna Barker

Wayne Sexton

Frederick Tofflemire

Glenn Leslie

François St-Jacques

Colin McDonald

**APPENDIX 'A' BASE HOURLY RATES AND CLASSIFICATIONS  
January 1, 2019 - December 31, 2025**

**Excluding Technical Services:**

- (a) Employees hired into permanent positions prior to February 15, 2007, shall receive the Operator A wage rate according to the wage table below.
- (b) Employees hired into permanent positions after February 15, 2007, shall receive the Operator B wage rate according to the wage table below.
- (c) Notwithstanding the above, effective January 1, 2020, employees hired into permanent positions after February 15, 2007, shall receive the Operator A wage if they work in a Category 1 position, and Operator B wage if they work in a Category 2 position.

Category 1

Brewing	Brewhouse, Fermenting, Carbonating, Brewer AKB
Operations	Can Line (all operations)*
BTS	BTS Operator

\*Can Line (all operations) represents an employee trained and capable to perform all operations on the can line.

Category 2

Brewing	Tank Washer, AKB Laborer
Operations	Filler, Labeler, Packer, Utility, Keg Line, Bottom Saw, Depalletizer, Soaker infeed, Candling, Palletizer
Warehouse & Transport	Keg Truck Driver, Shuttle Truck Driver, Warehouse Operator, Receiver
Distribution Bayer's	Warehouse Operator
Distribution Moncton	Warehouse Operator

**Technical Services:**

Technical Services employees shall be paid according to the below wage table, according to section 3.05.

**2019-2025 Wage Table:**

<b>Class/Year</b>	<b>Jan. 1 2019</b>	<b>Jan. 1 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>	<b>Jan. 1 2023</b>	<b>Jan. 1 2024</b>	<b>Jan. 1 2025</b>
<b>Operator A</b>	28,91	29,20	29,49	29,49	29,78	30,08	30,38
<b>Operator B</b>	23,88	24,12	24,36	24,36	24,60	24,85	25,10
<b>Temporary Employee</b>	15,15	15,15	15,31	15,31	15,46	15,46	15,61
<b>Casual Employee</b>	15,08	15,08	15,23	15,23	15,38	15,38	15,54
<b>Maintenance A</b>	32,82	33,15	33,48	33,82	34,33	34,67	34,67
<b>Maintenance B</b>	31,73	32,05	32,37	32,69	33,18	33,52	33,52
<b>Maintenance Helper</b>	29,39	29,68	29,98	29,98	30,28	30,58	30,89
<b>Acting Chief</b>	35,75	35,75	36,11	36,11	36,47	36,47	36,84
<b>Chief Mechanic</b>	32,66	32,66	32,99	32,99	33,32	33,32	33,65
<b>Temporary Tech. Services</b>	25,86	25,86	26,11	26,11	26,38	26,38	26,64

Ratification bonus of 500\$ for all full time and temporary employees with more than 1000h worked.

The BTS full time and relief incumbents as of January 1, 2019 shall keep the Maintenance Helper wage until they leave the position.

## **APPENDIX 'B' VARIABLE COMPENSATION**

Purpose:

To have hourly & salaried employees seek to achieve results by sharing common targets

To provide a market competitive base hourly rate of pay to be combined with an opportunity to supplement this base hourly rate of pay based on achievement of targets

Pay for performance

Principles for the Variable Plan:

This plan applies to full-time, active employees only

The variable component 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, hours worked does not include hours lost due to layoff, WI, WCB, LTD, sickness, or leave of absence.

Payout will be made in the form of a one-time annual lump sum payment no later than March 31 of the following year and will be subject to normal statutory deductions.

This variable component will not be rolled into the base hourly rate.

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 – pro-rated based on number of hour worked (including vacation) based on the calendar year
- (d) Layoff/closure – based on hours worked

How the calculation works:

Management will set a list of common targets (combined Brewery and Logistics) each year and the percentages for each

Each target will be weighted and the sum of all targets will be 100%

Results will be based on full calendar-year performance and will be either achieved in full or considered not achieved (no partial completion)

The sum of the achieved targets will determine the overall percentage achievement for the entire brewery and logistics group

Possible Site Targets:

Target	%	Target	Actual Result	Was this target met?	% to be used in calculation
Brewery VIC/hl	25%	≤\$3.25/hl	\$3.17	YES	25%
Brewery FIC (\$)	25%	≤5MM	4.3M	YES	25%
Brewery Schedule Attainment	15%	≥70%	68%	NO	0
Logistics VLC	15%	≤\$9.00/hl	\$9.00/hl	YES	15%
Logistics FLC	10%	≤3MM	2.8MM	YES	10%
Logistics fill rate	10%	≥98.5	96.8%	NO	0
<b>Total</b>	<b>100%</b>				<b>75%</b>

Note: Each target requires full achievement for that target component to pay out (no partial achievement).

<b>Variable Compensation - Current Operator A</b>							
	2019	2020	2021	2022	2023	2024	2025
Base Rate	28.91	29.20	29.49	29.49	29.78	30.08	30.38
Variable %	7%	8%	8%	8%	8%	8%	8%

<b>Variable Compensation - Current Operator B</b>							
	2019	2020	2021	2022	2023	2024	2025
Base Rate	23.88	24.12	24.36	24.36	24.60	24.85	25.10
Variable %	8%	9%	9%	9%	9%	9%	9%

<b>Variable Compensation - Maintenance A, B and Powerhouse</b>							
	2019	2020	2021	2022	2023	2024	2025
Base Rate A	32.82	33.15	33.48	33.82	34.33	34.67	34.67
Base Rate B	31.73	32.05	32.37	32.69	33.18	33.52	33.52
Variable %	7%	8%	8%	8%	8%	8%	8%

**APPENDIX 'C' DEFINED BENEFITS PENSION PLAN  
(For employees hired before February 15, 2007)**

Employees of Oland Breweries Limited in Halifax, Nova Scotia hired before February 15, 2007 will be entitled to benefits from the John Labatt Retirement Plan for Wage Employees, subject to the following provisions as amended effective January 1, 2019.

**1. Eligibility**

Employees shall be eligible for membership on the later of January 1, 1974 or on the last of the month following the date of becoming a regular employee.

**2. Employee Contributions**

Employees will contribute the following percentage of their base wage based on the hours worked up to a maximum of 2080 hours per year:

Effective January 1, 2015 the contribution will be 3%

Effective January 1, 2025 the contribution will be 5%

**3. Normal Retirement Date**

First of the month following the employee's sixty-fifth birthday.

**4. Credited Service from January 1, 1974**

The employee will receive a credit of one year for eighteen hundred (1800) or more hours worked in a calendar year when a member of the Plan, and including any periods during which he receives weekly indemnity or long term disability insurance benefits or Worker's Compensation payments. For less than eighteen hundred (1800) hours, a partial year will be credited by prorating actual hours to 1800.

**Pension Options at Retirement:**

Five types of pension are available to members for their retirement:

Pension Options at Retirement:

- (a) Normal retirement at age 65.
- (b) Special Early retirement at a minimum of age 60 with at least 30 years of credited service.
- (c) "85 Point" retirement at a minimum of age 55 with the sum of age plus the number of years of credited service equaling 85 or more.
- (d) Other Early retirement at a minimum of age 55.

Each of these alternatives are discussed in greater detail below.

**5. Calculation of Pension Benefit Accrual**

You receive credit for a monthly basic pension payable from your normal retirement date (age 65) calculated as follows:

- (a) For service from January 1, 1974 to December 31, 1979, a monthly pension payable from age sixty-five (65) equal to \$7.50 multiplied by the number of years of credited service.



- (b) For service in 1980, a monthly pension equal to \$13.00 multiplied by the number of years of credited service.
- (c) For service in 1981, a monthly pension equal to \$14.00 multiplied by the number of years of credited service.
- (d) For service in 1982, a monthly pension equal to \$15.00 multiplied by the number of years of credited service.
- (e) For service in 1983, a monthly pension equal to \$16.50 multiplied by the number of years of credited service.
- (f) For service in 1984, a monthly pension equal to \$17.2 multiplied by the number of years of credited service.
- (g) For service in 1985, a monthly pension equal to \$19.00 multiplied by the number of years of credited service.
- (h) For service in 1986, a monthly pension equal to \$19.50 multiplied by the number of years of credited service.
- (i) For service in 1987, a monthly pension equal to \$20.00 multiplied by the number of years of credited service.
- (j) For service in 1988, a monthly pension equal to \$26.00 multiplied by the number of years of credited service.
- (k) For service in 1989, a monthly pension equal to \$27.00 multiplied by the number of years of credited service.
- (l) For service in 1990, a monthly pension equal to \$28.00 multiplied by the number of years of credited service.
- (m) For service in 1991, a monthly pension equal to \$30.00 multiplied by the number of years of credited service.
- (n) For service in 1992, a monthly pension equal to \$31.00 multiplied by the number of years of credited service.
- (o) For service in 1993, a monthly pension equal to \$32.00 multiplied by the number of years of credited service.
- (p) For service in 1994, a monthly pension equal to \$33.00 multiplied by the number of years of credited service.
- (q) For service in 1995, a monthly pension equal to \$34.00 multiplied by the number of years of credited service.
- (r) For service in 1996, a monthly pension equal to \$35.00 multiplied by the number of years of credited service.
- (s) For service in 1997, a monthly pension equal to \$36.00 multiplied by the number of years of credited service.
- (t) For service in 1998, a monthly pension equal to \$37.00 multiplied by the number of years of credited service.
- (u) For service in 1999, a monthly pension equal to \$38.00 multiplied by the number of years of credited service.
- (v) For service in 2000, a monthly pension equal to \$39.00 multiplied by the number of years of credited service.
- (w) For service in 2001, a monthly pension equal to \$40.00 multiplied by the number of years of credited service.
  
- (x) For service from January 1, 2002 to December 31, 2006, a monthly pension equal to \$40.00 multiplied by the number of years of credited service.
- (y) For service from January 1, 2007 to December 31, 2011, a monthly pension equal to \$40.00 multiplied by the number of years of credited service.

- (z) For service from January 1, 2012 to December 31, 2018, a monthly pension equal to \$40.00 multiplied by the number of years of credited service.
- (aa) For service from January 1, 2019 to December 31, 2025, a monthly pension equal to \$40.00 multiplied by the number of years of credited service.

**6.**

(a) Minimum Pension at Normal Retirement

- (i.) A member retiring at age 65 on or after January 1, 2018 with at least 30 years of credited service is entitled to a minimum monthly pension of \$3781 from Company and Canada Pension Plans combined.

Should the member's accrued pension and his full unreduced Canada Pension Plan Benefit combined not produce a minimum pension of \$3781, the member is further entitled to a Lifetime Supplement, being the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan retirement benefit determined at the date of his retirement to produce this minimum pension.

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

- (ii.) A member retiring at age 65 on or after January 1, 2025 with at least 30 years of credited service is entitled to a minimum monthly pension of \$3791 from Company and Canada Pension Plans combined.

Should the member's accrued pension and his full unreduced Canada Pension Plan Benefit combined not produce a minimum pension of \$3791, the member is further entitled to a Lifetime Supplement, being the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan retirement benefit determined at the date of his retirement to produce this minimum pension.

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

(b) Special Early Retirement

- (i.) A member retiring after having attained age 60 on or after January 1, 2018 with at least 30 years of credited service is entitled to an immediate accrued pension equal to the amount of accrued pension to his credit for service to date of early retirement, without reduction for the earlier date of retirement.

This pension will be temporarily supplemented by an amount necessary to provide a monthly pension of \$3443, from Company Plans payable until the member would have first become eligible to receive unreduced Canada Pension Plan Retirement benefits (Age 65).

- (ii.) A member retiring after having attained age 60 on or after January 1, 2025 with at least 30 years of credited service is entitled to an immediate accrued pension equal to the amount of accrued pension to his credit for service to date of early retirement, without reduction for the earlier date of retirement.

This pension will be temporarily supplemented by an amount necessary to provide a monthly pension of \$3453, from Company Plans payable until the member would have first become eligible to receive unreduced Canada Pension Plan Retirement benefits (Age 65)

Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension of \$3791; which supplement shall become his lifetime supplement. In addition to the recalculated lifetime supplement, a member who retires before December 31, 2025 will be paid a further supplement, if necessary, to produce a total pension from company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

(c) 85 Point Retirement

A member retiring 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 accrued pension equal to the amount of accrued vested pension to his credit for service to date of early retirement.

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

retirement minimum Pension all determined as of the member's actual date of retirement.

(d) 85 Point Early Retirement Window

A member retiring on or after January 1, 2019, but before December 15, 2025, after having obtained age 55 with 85 points (service and age combined) but prior to having qualified for special early retirement under section (b) above is entitled to an additional supplement of \$300 per month, payable from general revenues until the age of 65.

This provision ((d) above) expires on December 15, 2025.

(e) Other Early Retirement

A member retiring on or after January 1, 2019 and after having attained age 55, with two years of credited service, but prior to having qualified for Special Early Retirement is entitled to an immediate accrued pension equal to the amount of accrued vested pension to his credit for service to date of early retirement reduced by a factor of one-third (1/3) percent for each month he is under Age 65 when his pension commences.

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

The lifetime supplement so calculated will then also be reduced by a factor of one third (1/3) percent for each month the member is under Age 65 when his pension commences.

## **7. Termination of Employment**

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

The pension benefits accrued for service from January 1, 1974 will be paid as a deferred pension commencing at normal retirement date, or;

Instead of the deferred pension entitlement, the member may elect to transfer the commuted value of his pension to a Registered Retirement Savings Plan. Any amount so transferred may be subject to Provincial Locking-in requirements.

## **8. Joint and Survivor Pension**

A member with an eligible spouse who takes Normal, Special Early, 85 Point, or other Early Retirement on or after January 1, 2019, shall receive a joint and survivor pension unless the persons entitled to the joint and survivor pension deliver to the Plan Administrator a written waiver of such entitlement in the

prescribed form within the period of twelve months immediately preceding the commencement of payment of the pension benefit.

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

## **9. Death Before Retirement**

If a member dies after having met the eligibility requirements (Age 55 and 10 Years of Service) for a pre-retirement spousal pension, his spouse shall receive an immediate pension equal to the amount payable had the member retired on the date of his death with the Joint and Survivor Pension described in item 8 above, plus the same percentage of his lifetime supplement. The lifetime supplement will be calculated as if the member had attained age 65 on his date of death, but using his current unreduced accrued pension and his related credited service, the full unreduced Canada Pension Plan retirement benefit and the normal retirement minimum pension all determined as of the member's actual date of death.

If a member should die before his pension commences and does not have a spouse who is entitled to a pension as explained in the preceding paragraphs, a death benefit shall be paid to the member's beneficiary equal to the lump sum amount described in Item 7 above as if he had terminated on the date of his death.

## **10. Escalation of Pension after Retirement only for service accrued before December 31, 2011 (in accordance with definitions outlined below).**

If a member retires from the service of the Company pursuant to any of the types of retirement listed above, his pension will be reviewed from January 1st of each year which follows his retirement date.

The accrued basic pension and lifetime supplement accrued before December 31, 2011, if any, shall be increased on each January 1st following his retirement by the percentage increase in the Consumer Price Index for the preceding year, with a maximum escalation of 2%. Any spousal pension will also be escalated applying the same formula, with the first increase occurring on the January 1st following death (in accordance with definitions outlined below).

### **Definitions:**

- (a) For those employees with 30 years or more of service on December 31, 2011, they have reached full accrued service and if escalation is identified as outlined above when they retire those employees will receive the full escalation identified for that year up to a maximum of 2%.

*Example: An employee has 33 years of accrued service effective December 31, 2011 and retires on June 1, 2016, in accordance with the rules outlined in Appendix "C". If escalation is identified, after his retirement, at 1.5% in a*

*particular year, this employee will receive 1.5% escalation for that year (  $30 / 30 \times 1.5\% = 1.5\%$ ).*

- (b) For those employees who already have 15 years, but less than 30, years of accrued service for pension on December 31, 2011, the accrued time for escalation will stop effective December 31, 2011. When they retire and escalation is identified, as outlined above, they will receive a pro-rated amount of the escalation by taking their years of accrued service effective December 31, 2011 divided by 30 years times the escalation amount identified for that year.

*Example: 1- An employee has 25 years of accrued service effective December 31, 2011 and retires on June 1, 2016, in accordance with the rules outlined in Appendix "C". If escalation is identified, after his retirement, at 1.5% in a particular year, this employee will receive 1.25% ( $25 / 30 \times 1.5\% = 1.25\%$ ).*

*2- An employees has 15 years of services effective December 31, 2011 and retires on December 1 2016, if escalation is identified, after is retirement, at 1,5% in a particular year, this employee will receive 1.125% ( $15/20 \times 1.5\% = 1.125\%$ )*

- (c) For those employees with less than fifteen years of accrued service effective December 31, 2011, they will continue to accrue services for indexation (escalation of pension) until they reach fifteen years of accrued service for indexation or the expiry of this Collective Agreement on December 31, 2018, whichever comes first.

*Example: 1- An employee has 13 years of accrued service effective December 31, 2011 and retires on June 1, 2028, in accordance with the rules outlined in Appendix "C". If escalation is identified, after his retirement, at 1.5% in a particular year, this employee will receive 0.75% ( $15 / 30 \times 1.5\% = 0.75\%$ ).*

*2- An employee has 13 yeas of accrued service effective December 31, 2018 and retires on Jun 1, 2028, in accordance with the rules outlines in Appendix "C". If escalation is identified, after his retirement, at 1.5% in a particular year, this employee will receive -.43% ( $13 / 30 \times 1.5\% = 0.43\%$ ).*

## **11. Previous Plan Benefits**

Benefits accrued by a member of a previous Oland Breweries Limited Pension Plan have been determined and fixed to the credit of the member for service to December 31, 1973 and will be payable in accordance with the provisions of that plan except:

- (a) The death benefit provided in a previous plan will be deleted and the contributory pension accrued to December 31, 1973 will be subject to the Survival Benefits as described in Item 10 and 11 above.
- (b) On other early retirement described in Item 7 above, the contributory pension accrued for service to December 31, 1973 will be reduced by one-third (1/3) percent for each month that the member is under age sixty-five (65) when pension commences.

**12. Disability Retirement (Before Age 65)**

As long as a member is eligible to receive disability benefits under the Group Insurance Plan he will receive service and basic pension credits under the Retirement Plan and will not be retired. However, if a member becomes partially disabled and does not qualify for insurance benefits he may qualify for Disability Retirement. Retirement under this provision requires that:

- (a) He is at least age 50 and has completed 10 years of service, and
- (b) He is certified to be partially disabled and thereby prevented from performing any work available with the Company, and
- (c) It is mutually agreed by the member and by the Company that he be retired under the Disability Retirement provision.

On retirement under the disability provision a member is entitled to an immediate pension equal to the amount of basic pension to his credit for service to his date of disability retirement without reduction for his earlier age of retirement. In addition, until he qualifies for the earlier of receipt of C.P.P. disability benefits or the attainment of age 65, he will receive a monthly disability supplement equal to \$14.00 multiplied by the number of years of credited service up to 30 years.

At age 65, he will then receive a lifetime supplement calculated as if he had reached age 65 on the date of his retirement, but using his current unreduced vested accrued basic pension and his related credited service, the full unreduced Canada Pension Plan retirement benefit and the Normal Retirement minimum pension determined as at his actual date of retirement.

13. No further amendments shall be made to this Plan which are to be effective prior to January 1, 2025.

**APPENDIX 'D' DEFINED CONTRIBUTION PENSION PLAN  
(For employees hired after February 15, 2007)**

Employees of Oland Breweries Limited in Halifax, Nova Scotia hired after February 15, 2007 will be entitled to benefits from the John Labatt Retirement Plan for Wage Employees:

Company contribution: 3%

Employee contribution: 3% mandatory

Employee optional: 3% - Company match 100%

**Note:** Contributions will be made on hours worked at base hourly rate up to a maximum of 2080 hours per year.

**Banked Overtime Rule:** The employees and the Company will contribute their mandatory and optional (if applicable) amounts to the Defined Contributions Plan when banked overtime hours are taken and paid in deferred time off.

**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
- the date of discontinuance of the plan

**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.

**Vesting**

The member shall be 100% vested after 2 years of pension plan membership.

**Note: the pension plan for temporary employees is outlined under Appendix "L"**

The Company will provide a contributory Defined Contribution Plan (DC) for temporary employees of Oland Breweries Limited in Halifax, Nova Scotia hired on or after February 15, 2007 after they qualify according to pension legislation.

**Membership:**

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

**Contributions:**



Company contribution: 2%

Employee optional contribution: 3% plus Company match of 50%

\* Contributions will be made on hours worked at base hourly rate up to a maximum of 2080 hours per year

**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
- the date of discontinuance of the plan

**Vesting**

The member shall be 100% vested after 2 years of pension plan membership.

## APPENDIX 'E' AGREEMENT WITH OPERATING ENGINEERS

1. Two twelve (12) hour shifts to commence May 12, 1974.
2. Shifts will be from 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.
3. Shift commencing at 7:00 p.m. will be deemed to be worked on the following day - e.g. 7:00 p.m. Sunday will be Monday's work.
4. Pay will be as follows, on class "A" Scale:
  - 36 hours @ straight time on a 3 day week
  - 44 hours @ straight time on a 4 day week
  - Plus 4 hours @ overtime rate on a 4 day week.
5. In a week in which a holiday falls, the two engineers who are on a shift each earn thirty-six (36) hours pay and the two engineers who are off shift each earn twelve (12) hours pay.
6. "B" shift or day shift 7:00 a.m. to 7:00 p.m., no shift premium will be paid. "A" shift or night shift 7:00 p.m. to 7:00 a.m., the appropriate night shift premium will be paid.
7. 1st day off after shift completion will be considered as Saturday or time and one-half day. 2nd day off after shift completion will be considered as Sunday or double time day. (Only one double time day can fall in any seven days, pay period Monday a.m. to Sunday p.m.).
8. Vacation period and pay be on a 40 hour basis.
9. Vacation bonus will be calculated on 40 hours, similar to remainder of plant personnel.
10. Vacation
  - 1 week = 9 days 3-3-3
  - 2 weeks = 15 days 3-3-3-3-3
11. Relief for dinner and breaks if a secondary engineer is on the shift, on the day shift only, will not be unreasonably denied.
12. The Chief Engineer or covering manager can assign day shift operating engineer to maintenance duties.

## **APPENDIX 'F' FERMENTING ROOM OPERATORS' SHIFTS**

1. Fermenting shift will be based on a seven (7) day shift operation.
2. Under a two-shift operation, the shifts will be 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m.
3. The following shifts will outline the operator work week:
  - Sunday to Thursday - 7:00 a.m. - 3:00 p.m.
  - Monday to Friday - 3:00 p.m. - 11:00 p.m.
  - Tuesday to Saturday - 7:00 a.m. - 3:00 p.m.
4. For those operators required to work on a Saturday or Sunday, they will be paid the appropriate overtime rates, in accordance with the Collective Agreement.
5. The second day shift fermenting room operator will only be used to relieve another fermenting room operator on the first day of absence (if the fermenting room relief operator is unavailable), after which the fermenting room relief operator will be used.
6. When there are two operators on one shift, the second operator will only be required to work in the Brewing Department and will not be required to perform relief duties, except as described in Item Five (5).
7. In the event of a statutory holiday or a recognized statutory holiday falling on a day when two operators are scheduled to work on the same shift, then both operators are required to work on that day.
8. Vacation period will be on a forty (40) hour week basis.

## APPENDIX 'G' SIX (6) DAY WORK WEEK

If the Company determines a need that an employee, group of employees, or department, operate a six (6) day work week twelve (12) hour shift rotation, the following schedule will apply. The company will provide two (2) weeks' notice to move in or out of this structure.

Employees that are working 12 hour shifts, Monday to Saturday.

1. The following shift will outline the operator work week:

- Mon-Wed 7 pm to 7 am ("A" Shift)
- Mon-Wed 7 am to 7 pm ("B" Shift)
- Thurs-Sat 7 pm to 7 am ("A" Shift)
- Thurs-Sat 7 am to 7 pm ("B" Shift)

OR

- Mon-Wed 7 am to 7 pm ("B" Shift)
- Thurs-Sat 7 am to 7 pm ("B" Shift)

2. Shift commencing at 7 pm will be deemed to be worked on the following day e.g. 7 pm Sunday will be Monday's work.
3. Twelve hour shift: the appropriate night shift premium will be paid for: A" shifts only.
4. In a week in which a Holiday falls, operators who are off shift will be paid twelve (12) hours at Straight Time rate.
5. Saturday premium to be paid at time and one half for eight (8) hours and double time for four (4) hours. Applicable to six day work week structure only.
6. Vacation period and pay to be on a 40 hour basis.
7. Relief for breaks will be four (4) at twenty-five minutes.
8. Vacation bonus will be calculated on 40 hour basis.
9. If the Company grants an employee working such a shift schedule one or two days off for vacation, banked time off, or excused time off, the above shift shall not revert to an eight (8) hour or any other shift.

## OVERTIME

10.
  - (a) All work by hourly rated employees in excess of twelve (12) hours per day will be paid at the rate of double time.
  - (b) An employee required to work on any of the aforementioned holidays shall be paid at the rate of double time for the first twelve (12) hours worked and double time and one half for hours worked thereafter. This pay shall be in addition to the holiday pay to which he is entitled under Article 8.02.
  - (c) In the event of an employee working overtime on his/her days off, shall be paid time and one half for the first (8) hours and double time for all time worked thereafter.
  - (d) An employee returning from vacation will only be entitled to be selected for an overtime opportunity which falls on his/her first scheduled work

day following their vacation, for example, an employee who is on vacation and scheduled to return to work Thursday would not be entitled to any overtime until he/she returns to work on Thursday.

### **WELFARE**

11. Sick pay will be cashed out at year end in the following manner:

- (a) Sick leave for a day will be twelve (12) hours pay.
- (b) For those who work twelve (12) hour shifts yearly, they will be cashed out for any unused sick days at twelve (12) hours pay.

For those who do not work twelve (12) hour shifts all year round, they will be cashed out for any unused sick days on a pro-rated basis.

## **APPENDIX 'H' OVERTIME EQUALIZATION**

1. An (equalized) overtime list will be posted departmentally and updated on a weekly basis (by twelve (12) noon on the first regular workday of the week). This list will show the name of the employee and his/her overtime record for all departments.
2. The overtime record of each employee will revert to zero at the start of each new year and selection will be by order of seniority in each department. The following week will be by equalization of overtime.
3. All overtime hours recorded will be converted to a straight time equivalent. For example, if an employee works eight (8) hours at time and one-half, his/her record will reflect twelve (12) hours charged.
4. All overtime which is offered to an employee, will be charged against the overtime record with the following exceptions:
  - (a) An employee will not be charged with a refusal if he/she is given less than one (1) hour notice of the overtime opportunity or if an employee is contacted on their off shift and offered Saturday or Sunday overtime without twelve (12) hours' notice.
  - (b) The present practice of selection of employees to work overtime for cleaning of equipment in Packaging will continue to be posted and selections made from the applicants. Applicants who are not selected to work will not be charged. Applicants who are selected and subsequently refuse will be charged with the appropriate hours.
  - (c) Employees who were not canvassed to work, will not be charged overtime opportunities missed. If an employee is on a long-term absence (expected absence to be 30 or more calendar days), he/she will be deleted from the overtime list and upon return, will be returned to the group at not less than the group average.
5. Overtime Charged against the employee's record will equal the amount of hours the overtime opportunity actually turned out to be:

e.g.- If the overtime offer is made for four (4) hours and it actually turns out to be three (3) hours, the overtime record will reflect three (3) hours worked at the straight time equivalent.

Conversely, if three (3) hours overtime are offered and it turns out that four (4) hours were worked, then four (4) hours worked at the straight time equivalent will be charged against the overtime record of the employee that worked and/or any employee who was offered the opportunity and declined.
6. An employee who accepts an overtime opportunity and is absent for the assignment due to illness, will be charged with the unconverted overtime hours

as if he/she had worked. An employee who has no sick leave remaining, will be charged with all converted hours as if he/she had worked.

7. If overtime becomes available at the end of a shift, it will first be offered to employees who are at work. Employees who are on off shifts will be contacted next.
8. When a particular department is completely canvassed and scheduled, and more employees are required from another department, selection will be made from the employees who have submitted their request to the department of their desire to work by twelve (12) noon on the first regular work day of the week, subject to the employees ability to perform the work available.

Selection will be on the basis of the employee with the least amount of total overtime hours worked or refused in all groups.

An employee who does not make such a request to work will not be charged for a failure to accept the overtime opportunity.

9. A permanent employee entering a new group will enter at not less than the group average. This will also apply to probationary employees who become permanent and successful applicants on job postings.
10.
  - (a) A regular employee may work overtime in another group, providing he/she has not refused overtime in their base group.
  - (b) A full time employee returning to his/her base group for 50% or more of the work week will be offered (Saturday) overtime in his/her base group only.
  - (c) A full time employee scheduled to work in his/her base group for 50% or more of the work week will be offered (Sunday) overtime in his/her base group only.
11.
  - (a) For overtime purposes only, the vacation period commences on the Saturday of the employee's final work week prior to vacation and ends on the Sunday or Statutory Holiday at the end of the employee's vacation period.
  - (b) An employee under (a) above who wishes to work during an overtime opportunity on the first Saturday on his/her vacation, may do so by making a request to the designated department representative of their desire to work. The employee would then be selected as any other employee. An employee who does not make such a request to work, will not be charged for a failure to accept the overtime opportunity.
  - (c) An employee returning from vacation will only be entitled to be selected for an overtime opportunity which falls on his/her first schedule work day following their vacation. For example, an employee who is on vacation and schedule to return to work on Tuesday because Monday is a recognized statutory holiday, would not be entitled to any overtime opportunities on that statutory holiday Monday.

12.

- (a) A relief operator who is scheduled in his/her relief group or another relief group for 50% hours worked or more will be offered overtime, when available, on a daily basis. If there is no work available in the relief group they are scheduled in, they cannot enter another group until all employees have been canvassed in that group. When a relief employee refuses overtime in the group they are scheduled in, they cannot accept overtime in another group.
- (b) A relief operator who is relieving in his/her relief group for 50% or more, during the week will be offered (Saturday) overtime in their relief group only.
- (c) A relief operator who is scheduled to work in his/her relief group for 50% or more of the work week will be offered (Sunday) overtime in his/her relief group only.
- (d) All overtime hours accumulated for relief personnel will be credited and added together to determine total overtime recorded.
- (e) A relief operator under (b) and (c) will enter his/her relief group at not less than the group average for overtime sharing purposes. However, when relieving in another group expected to be 30 calendar days (or longer), the relief employee will bring back to his/her base group, all equivalent hours worked or refused, but will not be less than the group average.

### **13. Missed Overtime Opportunity**

If a permanent employee is missed for an overtime opportunity that he/she would have otherwise been entitled to under the overtime equalization procedures, to correct this, such employee will be offered another equivalent overtime opportunity within the following four week period following agreement that such opportunity was missed. For this make-up opportunity, the employee shall be paid the normal overtime premium payable for this work.



## **APPENDIX 'I' WEEKEND WORKFORCE**

### **The parties agree as follows:**

This shift structure can be put in place when the volume reaches 1,000,000 hls or mutually agreed upon (for production group only). There shall be no volume requirements to implement in other departments. If we introduce only one shift, it will be day shift.

### **1. Hours of Work and Payment.**

The Company may implement a weekend work schedule consisting of two (2) twelve (12) hour shifts on each of Saturday and Sunday of any week. Payment of twenty (20) hours pay will be made for each twelve (12) hour shift worked. Total pay is forty (40) hours at the employee's applicable straight time rate of pay.

### **2. Notice and Duration.**

The Weekend Schedule shall be in effect for a minimum of four (4) weeks duration. Where the Weekend Schedule is put into effect in order to avoid the layoff of employees during overhauls, no minimum duration is required.

### **3. Staffing**

Selection of employees will be posted and based on seniority amongst qualified applicants.

Temporary Employees will be used to supplement the seniority employee workforce. In the event that the company's needs cannot be filled with volunteers and Temporary Employees, the junior, qualified employee will be required to work the weekend schedule.

Employees who are on the Weekend Schedule will not be eligible for weekday overtime. Upon return to a weekday work schedule, such employee will be credited with the average overtime hours worked by employees in his overtime distribution group to that date.

### **4. Lunch and Breaks**

To be equivalent of one (1) hour and thirty (30) minutes accumulative.

### **5. Holidays**

Eight (8) hours holiday pay at straight time rates will be made to each eligible Weekend employee who qualifies for the holiday payment. No premium payment will be made for work performed on the day observed as the holiday or the calendar day of the holiday. In keeping with the philosophy of the Weekend Schedule, the following will apply:

Monday Holiday Weekend Work Schedule is Saturday and Monday with Sunday off.

Friday Holiday Weekend Work Schedule is Friday and Sunday with Saturday off.

### **6. Vacation**

A week of vacation shall be comprised of a Saturday, Sunday and the remaining five (5) days of that week, with Sunday being the seventh day of the week.

## **APPENDIX 'J' TWELVE (12) HOUR SHIFTS**

If the Company determines a need that an employee, group of employees, or department, operates on 12 hour shifts Monday-Friday, the following schedule will apply. The company will provide two (2) weeks' notice to move in or out of this structure or to change week start dates.

Employees that are working 12 hour shifts – Alternating Weeks, Monday to Friday.

1. The following shift will outline the operator work week:
  - a. ALTERNATING TWO CREWS - crews A and B to alternate every week
  - b. CREW A: 7:00 pm - 7:00 am, Tues Wed, Thurs
  - c. CREW B: shift times to be , Mon, Tues Wed -7:00 am - 7:00 pm. and 7:00 am – 11:00 am Thursday
  - d. This shift could start on either Monday or Tuesday (all other times outlined above would change accordingly)
2. 4 hours at end of the week to be paid at double time - Operators to be on site from 7 am to 11:00 am.
3. The intent is that the double time pay at 4 hours is to balance out the schedule to create a full 40 hrs pay. This pay structure will apply to this shift structure only.
4. Vacation bonus will be calculated on 40 hour basis.

**APPENDIX 'J-1' TWELVE (12) HOUR SHIFTS  
Bottle Line and Forklifts**

If the Company determines a need to run 12-hour day shift in bottle line, or forklift, Monday-Friday, the following schedule will apply. The company will provide two (2) weeks' notice to move in or out of this structure or to change week start dates.

Employees that are working 12-hour shift – Monday to Friday.

1. The following shift will outline the operator work week:
  - a. Day-shift Monday-Thursday, or Tuesday-Friday.
  - b. Day-shift 7:00 am – 7:00 pm.
  - c. Fourth day 7:00 am – 11:00 am weekly.
  - d. This shift could start on either Monday or Tuesday.

## **APPENDIX 'K' FOUR (4) DAY - TEN (10) HOUR SHIFTS**

If the Company determines a need that an employee, group of employees from can line, bottle line, keg line or forklift operates a ten (10) hour – 4 day work week shift rotation, the following schedule will apply. The company will provide two (2) weeks' notice to move in or out of this structure or to change week start dates.

Employees that are working 10 hour shifts, Monday to Friday.

The following shift will outline the operator work week:

1. Any four (4) consecutive 10 hours Monday to Friday
2. 6am – 4pm ("B"-Shift)
3. 4pm-2am ("A"- Shift)
4. Or other shift time as mutually agreed
5. Vacation period and pay to be on a 40 hour basis.
6. Breaks will consist of three (3) fifteen minute breaks and one (1) thirty (30) minute break except for Operations and Warehouse & Transport.
7. Breaks will consist of two (2) thirty minute break and one (1) fifteen minute break for Operations and Warehouse & Transport.

**APPENDIX 'K-1' FOUR (4) DAY - TEN (10) HOUR SHIFTS**  
**Technical Services Department**

If the Company determines a need that an employee, group of employees from the TS department, operates a ten (10) hour – 4 day work week day shift only, the following schedule will apply. The company will provide two (2) weeks' notice to move in or out of this structure or to change week start dates.

Selection of employee(s) will be posted and based on seniority amongst qualified applicants, as needed.

Employees that are working 10 hour shifts, Monday to Friday

The following shift will outline the operator work week:

1. Any four (4) consecutive 10 hours Monday to Friday
2. Start time 7:00 a.m. or other shift time as mutually agreed
3. Vacation period and pay to be on a 40 hour basis.
4. Breaks will consist of three (3) fifteen minute breaks and one (1) thirty (30) minute break.

## **APPENDIX 'L' TECHNICAL SERVICES TEMPORARY, TEMPORARY AND CASUAL EMPLOYEES**

### **Definitions:**

There are three groups of employees who perform temporary or casual work:

**Technical Services Temporary Employees** –are skilled trades employees who are hired to provide relief for certain needs, including but not limited to the following circumstances, i.e. supplementing powerhouse and maintenance needs, backfilling permanent employee absences etc.

**Temporary Employees** – are employees hired temporarily for purposes including but not limited to the following circumstances, i.e., employees replacing for vacation, sickness, upswings in production, LTD/WI replacement, back-filling those employees away on relief positions, etc.

**Casual Employees** – are employees hired for the purpose of short-term seasonal relief in circumstances including but not limited to the following, i.e., due to short-term promos, rebate, QC holds etc. This group includes employees previously known as “students”.

**Rate Change:** Any increase in the hourly rate for Temporaries in a department shall be for all Temporaries in that department and a permanent increase. The Company shall notify the Union of any such increase one Week in advance of changing the rate. The company will maintain a minimum wage gap between the casual and temporary rates.

**Note:** The Company reserves the right to increase the above rates (up to the full-time rate), by classification, as deemed necessary by management. The company will notify the union of any such increases one week in advance.

### **Technical Services Temporaries Usage:**

Company may employ a pool of Technical Services Temporaries up to 40% (rounded-up) of the Technical Services employees (Maintenance and Power House) on the seniority list as determined on January 1st of each calendar year. For greater clarity, employees on WI, LTD, and WCB shall be included for the purpose of calculating the number of seniority list employees.

During an overhaul, the use of a Technical Services temporary employee will not result in the layoff of a permanent employee who is capable, as determined by the Technical Services department and maintained on an active Maintenance Helper list.

### **Temporary and Casual Employees Usage:**

#### **(a) Temporary Employees Usage:**

Company may employ a pool of Temporary Employees up to 25% (rounded-up) of the seniority list employees as determined on January 1st of each calendar year. For greater clarity, employees on WI, LTD, and WCB shall be included for the purpose of calculating the number of seniority list employees.

(b) Casual Employees Usage:

April 15 – Sept 15/ Nov 15 – Jan 15:

Company may employ an unlimited pool of casual employees. For this period preference will be given to candidates that are students (enrolled full-time in a post-secondary program)

Sept 16 – Nov 14/ Jan 16 – April 14:

The use of casual employees during this period cannot exceed 10% (rounded-up) of the seniority list employees as determined on January 1st of each calendar year. For greater clarity, employees on WI, LTD, and WCB shall be included for the purpose of calculating the number of seniority list employees.

**Other terms:**

**Shift Premium:**

Shift premium rates in accordance with the collective agreement (same as permanent employees).

**Shift Schedule:**

Technical Services Temporary Employees may be required to work on Saturday at the employee's regular rate of pay as part of the employee's regular shift schedule. However, if the work on Saturday results in overtime, such overtime shall be paid in accordance with the collective agreement overtime provisions.

**Vacation:**

Vacation in accordance with NS Labor Standards.

**Holidays:**

Technical Services Temporary Employees, Temporary Employees and Casual Employees must have worked sixty (60) days within the last six (6) months, in order to be eligible for paid plant holidays contained in the collective agreement. In addition, the employee must have worked, or have been available for work, the day before the plant holiday and the day following the plant holiday, unless prior permission to be absent has been granted by his immediate supervisor. If there is an absence due to illness on the day before or the day after the plant holiday, a physician's note must be provided in order to qualify for payment

**Seniority:**

Technical Services Temporary Employees, Temporary Employees and Casual Employees shall not acquire seniority of any kind while they are employed.

**Personal Protective Equipment:**

Safety footwear allowance shall only be provided to Temporary Employees after (90) days worked, up to a maximum of \$100.

Effective January 1, 2020, Temporary Employees with more than two (2) years of continued service, will receive safety footwear allowance up to a yearly maximum of one hundred and seventy-five dollars (\$175).

**Termination:**

If a Temporary Employee has worked less than 2080 hours, the company has the right to terminate at its sole discretion. Reasonable time extensions will be granted if requested.

Technical Services Temporary Employees and Casual Employees may be terminated (or not rehired) at any time at the sole discretion of the company.

Eligibility for full-time hiring (This does not apply to permanent shuttle truck driving positions):

**For Temporary Employees the following will apply:**

The Company will determine, at its sole discretion, when regular positions become available.

The Company will hire for permanent positions from the top ten (10) employees on the list of temporary employees at its sole discretion. That ten (10) will be exhausted before moving to the next ten.

For Technical Services Temporary Employees and Casual Employees the following will apply: Casual Employees and Technical Services Temporary Employees do not have any preferred right to hiring. If employees are hired on the same day, a random tie breaker must be used to determine ranking thereof.

**Distribution of work assignments:**

The Company will endeavor to distribute job assignments and overtime opportunities amongst the pool of Temporary Employees based on hours worked over a reasonable period of time, provided the employees have the required skills and ability.

Equalization of hours and overtime will not occur for Casual Employees or Technical Services Temporary Employees.

**Pension Plan Provisions:**

The following outlines the Pension Plan for those temporary employees (that qualify according to pension legislation) hired after January 1, 2007:

Defined contribution plan for all temporary employees hired after January 1, 2007

**Company contribution:** 2%

**Employee contribution:** 3% optional

Company will match at 50% of employee contribution

Contributions will be made on hours worked at base hourly rate up to a maximum of 2080 hours per year.



**APPENDIX 'M' LETTER OF INTENT GUARANTEED WAGE PLAN**

BETWEEN:

OLAND BREWERIES LIMITED  
hereinafter called "The Company"

- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
hereinafter called "The Union"

This will confirm the understanding reached during the 2012 Negotiations in the matter of the implementation of the Guaranteed Wage Plan.

The Plan will become effective on the date it receives EI Registration approval and will continue for a period of seven (7) years from that date.

Notwithstanding the above, employees hired after January 2012 won't be eligible for participation in the plan.

## **APPENDIX 'M-1' GUARANTEED WAGE PLAN AGREEMENT**

BETWEEN:

OLAND BREWERIES LIMITED  
hereinafter called "The Company"

- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
hereinafter called "The Union"

WHEREAS the Company has entered into a Collective Agreement with the above named Union covering the Bargaining Unit described by the said Collective Agreement.

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

NOW THEREFORE the Parties agree to the implementation of a Guaranteed Wage Plan as hereinafter set forth with such implementation to become effective on the fifteenth day of March 1983, or on any later date on which approval for implementation has been received from the Federal Government holding that:

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

### 1. Purpose

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

### 2. Eligibility for Participation in the Plan

Any regular hourly-rated employee having at least one year of seniority determined as of the March 15th immediately preceding his layoff shall be eligible to participate in this plan.

Notwithstanding the above, employees not classified as regular employees prior to March 6, 1988, shall not be eligible to participate in this Plan until March 15th of the year following the employee's attainment of three (3) years of seniority.

Notwithstanding the above, employees hired after January 2012 won't be eligible for participation in the plan. CLARIFICATION: THIS CLAUSE INCLUDES ALL TEMPORARY AND CASUAL EMPLOYEES WORKING AT OLANDS BREWERY BEFORE JAN 01, 2012

### 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 of the International Union or by any local Union thereof or successor Unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations unless
  - i. the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
  - ii. the direction or decree purports to change the method of beer distribution or beer retailing within the province.
- (d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.
- (e) Employees who are laid off and who have arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff. These employees will be deemed to have opted out of the Plan for such period.

### 4. Disqualification for Benefits

- (i.) 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:
- (ii.) 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.
- (iii.) 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.
- (iv.) In which he has failed or refused to accept employment deemed suitable for him by the Employment Insurance Commission.
- (v.) In which he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- (vi.) In which he is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.

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

## 5. Definitions

For the purposes of this Plan:

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

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

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

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

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

## 6. Benefits Provided for Laid Off Employees

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

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

Welfare Plan for the purpose of this section does not include the Pension Plan or the Company's insured Weekly Indemnity and Long Term Disability Plans which cover only indemnity for wages actually lost because of illness or accident.

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

## 8. Duration of Benefits

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

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

TABLE 'A'

Completed Years of Seniority Determined as of the March 15 immediately preceding his layoff	Maximum Benefit Entitlement
15 years or more	78 weeks of benefits
10 years or more	65 weeks of benefits
5 years or more	52 weeks of benefits
4 years or more	45 weeks of benefits
3 years or more	35 weeks of benefits

The maximum number of weeks of benefits which an employee may use during any twelve (12) month period commencing March 15th shall not exceed his Maximum Benefit Entitlement determined as of that March 15th in accordance with Table "A" above. Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which he is on layoff and in receipt of benefits for more than thirty-two (32) hours; and by 4/5th of one week for each week in which he is on layoff and in receipt of benefits for more than twenty-four (24) hours; and 3/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than sixteen (16) hours; and by 2/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than eight (8) hours; and by 1/5th of a week in which he is on layoff and in receipt of benefits for eight (8) hours or less; and his weeks

of benefits shall also be decreased by one week for each week in which he is on layoff but was disqualified for any of the reasons set out in subsections (i), (ii), (iii) and (iv) of Section 4.

## 9. Deductions

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

## 10. Applications

Employees shall be required to observe such rules and follow such procedures and make such reports and applications as shall be prescribed by the Company after consultation with the Union. The 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 the Agreement

This Agreement shall continue until December 31, 2025. 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 January 1, 2026.

## 13. Administration

- 1) Call-in times to be 6:30 - 7:30 a.m. and 1:30 - 2:30 p.m. on telephone recorder.
- 2) At time of lay-off employees will be advised of their assignment to either the morning or afternoon call-in period.
- 3) Work becoming available will be assigned to employees starting with the most senior employee on the total lay-off list. When unable to contact the most senior employee the company will move down the list.
- 4) One week of vacation (for employees with over two weeks entitlement) will be scheduled by the company, prior to the payment of G.W.P., for laid-off employees.

- 5) Notice of the scheduling of this vacation to be provided one week in advance. Employees on scheduled vacation will not be required to call-in.
- 6) Work becoming available will be offered to employees on vacation and can be worked by mutual agreement of employee and his Front Line Manager. Front Line Manager and employee to agree to availability prior to the start of vacation.
- 7) When all employees return from lay-off each employee will go back to his normal shift group.

## **APPENDIX 'N' WORK-RELATED TRAVEL POLICY FOR EMPLOYEES**

Work Related Travel The opportunity to travel for business purposes is voluntary and of mutual benefit, but there are also costs involved. For the Company, these costs involve travel and sustenance costs, costs associated with the loss of the employee from his/her Plant job, and replacement costs. For the employee, the cost may be time away from family, and travel scheduling which cannot always be arranged to the complete convenience of the employee.

When employees travel on Company business or training, they are credited with 8-hour days and 40-hour weeks. In some cases, travel may be required outside normal work hours and employees will not receive overtime pay, premium pay, or time off for this.

The training, conference, or plant visit time may also be irregular, longer or shorter than 8 hours per day, or involve work activity split into different parts of the day. Again, the employee will receive 8 hours per day or 40hours per week of straight time pay for these occasions.

All reasonable expenditures for which an employee will expect reimbursement must be accompanied by receipts. Please see your manager for information and assistance in completing expense forms.

Employees may receive cash advances to cover anticipated expenses. Any travel advances will be paid prior to your trip, and you will be responsible for all monies advanced. In these cases, an expense report must still be filed including receipts. The travel advance will first be deducted, and money left over will be returned to the Company, or a negative balance paid to the employee.



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### **Distribution Map**

Original copy to be kept on file by Union and Company.



BETWEEN:

OLAND BREWERIES LIMITED  
hereinafter called "The Company"

- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
hereinafter called "The Union"

**Subject: Deferred Retirement at age 65**

This will confirm the understanding reached during the 2007 Negotiations with respect to deferred retirement.

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

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

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



BETWEEN:

OLAND BREWERIES LIMITED  
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- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
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**Subject: GWP Advance**

This will confirm the understanding reached during 2007 Negotiations concerning payment of G.W.P.

If an employee is on G.W.P. he will have the normal amount he is eligible for advanced to him by way of a Company check to be deposited on normal pay days it is understood that the employee must sign over his Employment Insurance (E.I.) check to the Company as soon as he is in receipt of it.



BETWEEN:

OLAND BREWERIES LIMITED  
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- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
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**Subject: Application of GWP**

During the 2007 Negotiations, the parties discussed certain Arbitration awards concerning the application of the Guaranteed Wage Plan.

It was agreed that the decisions rendered pertaining to the Newfoundland ("must take"), and the Alberta ("use it or lose it"), GWP awards would not be applied in Nova Scotia.

It was further agreed that the Saskatchewan ("less than one week layoff") GWP award would not be applied in Nova Scotia.



BETWEEN:

OLAND BREWERIES LIMITED  
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- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
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**Subject: Closure of Nova Scotia Plant**

This will confirm the understanding of the parties reached during the 2007 Negotiations concerning closure of the Company's Nova Scotia Plant.

In such an event, the Company will utilize its best efforts, as has been past practice, to secure positions for such displaced employees in other company brewing facilities in Canada.

The Company will give the Union six (6) months' notice of its intention to permanently close the brewery.



BETWEEN:

OLAND BREWERIES LIMITED  
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UFCW LOCAL 361  
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**Subject: Partial Plant Closure**

This will confirm the understanding of the parties reached during the 2007 Negotiations.

In the event of full or partial plant closure where the Company is contemplating alternate warehousing activity in Nova Scotia, the Company agrees to fully discuss these matters.



BETWEEN:

OLAND BREWERIES LIMITED  
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- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
hereinafter called "The Union"

**Subject: Seven day packaging cycle**

This will confirm the understanding of the parties reached during the 2007 negotiations concerning seven day operations.

Should the Company be desirous of operating on a seven day packaging cycle it was agreed that the departmental shift configuration would be as follows:

Packaging: Monday, Tuesday, Wednesday, Thursday  
2 shifts of 10 hours each daily

Friday, Saturday, Sunday  
2 shifts of 12 hours each daily.

Maintenance: Monday, Tuesday, Wednesday, Thursday  
3 shifts of 10 hours each daily

Friday, Saturday, Sunday  
2 shifts of 12 hours each daily.

or some other shift configurations as agreed between the parties.

In the instance of the 3 day X 12 hour shift configuration, it was agreed that applicable employee wages would be the equivalent of 40 hours pay at the appropriate regular rate of pay. In addition, it was agreed that employees called in on their scheduled days off would be paid at double time rates.

All employees would be required to rotate fully throughout the above shift schedules. Also in this connection it was agreed that positions integrally aligned with the packaging function would have crewing arrangements appropriately aligned with the above configuration.





BETWEEN:

OLAND BREWERIES LIMITED  
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- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
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**Subject: Severance Plant Closure**

This will confirm the understanding of the parties reached during 2007 negotiations concerning severance with respect to potential plant closure.

In the event of plant closure after January 1, 1996 the parties agree that the following severance provisions will apply to regular employees:

Two weeks' base earnings (computed on the basis of one's hourly rate in effect as of the time of closure) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day actively worked in the Bargaining Unit to a maximum of 30 years.



BETWEEN:

OLAND BREWERIES LIMITED  
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- and -

BREWERY AND SOFT DRINK WORKERS  
UFCW LOCAL 361  
hereinafter called "The Union"

**Subject: Safety Champion Posting**

The present is to confirm the agreement reached between both parties during the 2018-2019 bargaining round, regarding the Safety Champion assignment.

The present letter will settle the Grievance O5-2018, filed July 7, 2018.

The Company will select the employee assigned according to the below process:

1. The Safety Champion shall be posted as a Category 2 job;
2. All employees hired before February 15, 2007 holding a Category 2 position, and all employees hired after February 15, 2007 will have the opportunity to apply;
3. The posting will be offered under the terms of the current collective agreement;
4. If, during their training period, an employee is proven to be unsuitable for the assignment, it will be offered to the next senior employee;
5. As per Article 9.04, vacation selection will be done within the Bottle Line / Keg Line group.

**GROUP INSURANCE PLAN**

**FROM JANUARY 1, 2019**

**WAGE EMPLOYEES OF**

**OLAND BREWERIES LIMITED, HALIFAX**

The Company's Group Insurance Plan provides substantial protection for you and your dependents through contracts underwritten by insurance companies. The description in this appendix is intended to give you a general explanation of the insured benefits, but it should be understood that the master insurance contracts are the governing documents in any question of interpretation.

In addition to the benefits under this group insurance plan, hospital and medical benefits are available to you and your family under the government plans in effect in your province of residence and are payable in accordance with provincial regulations.

If you have any questions about your group insurance or if you require assistance in making claims, your Front Line Manager or Human Resources Department can give you the information you need.

**1. SCHEDULE OF INSURED BENEFITS FOR EMPLOYEES**

From January 1, 2012 and for the life of this Collective Agreement, Life Insurance and Accidental Death & Dismemberment Insurance will be \$75,000 respectfully. This amount shall increase to \$76,000 as of January 1, 2021; \$77,000 as of January 1, 2022; \$78,000 as of January 1, 2023; \$79,000 as of January 1, 2024; \$80,000 as of January 1, 2025.

**NOTE:**

Employees not actively at work on January 1, 2007, shall have their coverage increased only upon their date of return to active employment.

Weekly Indemnity benefit at 70% of your basic weekly earnings rate with benefits payable from first day of disability due to accident or fourth day due to illness, to a maximum of 26 weeks per disability.

Long Term Disability benefit at 66 2/3% of your basic earnings rate with benefits commencing when your Weekly Indemnity benefits cease.

Notwithstanding the above, effective January 1, 2022, Long Term Disability Insurance will cover 50% of the monthly earnings. The employee may maintain 66 2/3% coverage by paying a premium to obtain 66 2/3% coverage. The premium payable on each payroll date by the employee will be calculated based on a premium rate of \$4.48 per month for each \$100 of monthly coverage. If the Insurance Company increases the premium rate that it charges the company, the premium payable by the employee will also increase, but it will be limited to a maximum increase of 10% per year. If the insurance company decreases the premium rate that it charges the company, the premium will be reduced accordingly.

For Employees and Dependents:

- Prescription generic drugs at 100% of eligible expenses until December 31, 2014.
- Prescription generic drugs coinsurance at 90% of eligible expenses from January 1, 2015 until December 31, 2017.
- Prescription generic drugs coinsurance at 80% of eligible expenses from January 1, 2018.
- Semi-Private Hospital Benefits at 100% of eligible expenses.
- Major Medical Expense benefit at 80% of eligible expenses.
- Dental care benefits at 100% for basic services until December 31, 2014, 50% for restorative services and 50% for orthodontia.
- Dental care benefits coinsurance at 90% for basic services from January 1, 2015 until December 31, 2017, 50% for restorative services and 50% for orthodontia.
- Dental care benefits coinsurance at 80% for basic services from January 1, 2018, 50% for restorative services and 50% for orthodontia.

These coverage's are explained more fully in the following pages. All benefits except life insurance, accidental death and dismemberment insurance, and long term disability apply only to those accidents and sicknesses which are not covered by Worker's Compensation or similar legislation.

Please refer to the description of each type of coverage for an explanation of what happens when you retire or terminate service.

## **2. WHO MAY BE INSURED**

You are eligible to become insured on the date you are placed on the seniority list as a regular employee. Any employee absent from work on the date he becomes eligible will not be covered until the day he returns to work. Any dependent who is hospitalized on the effective date of your insurance will not be covered until the day after release from hospital.

Dependents eligible for insured benefits are your spouse and unmarried children under 21 years of age. Coverage will be continued for a dependent child beyond age 21 as long thereafter as the child is a full-time student attending an education institution or on vacation therefrom. It is your responsibility to notify your Human Resources Department or Front Line Manager immediately of any change in your dependents.

You will be given an application form to complete and sign when you become eligible for this insurance. The full cost of this group insurance plan is paid by the Company.

## **3. LIFE INSURANCE**

The amount of your life insurance is shown in the Schedule of Insured Benefits. In the event of your death from any cause, your life insurance will be paid to the beneficiary you have named. You may change your beneficiary at any time within the limits set by law by completing a form which may be obtained from your Human Resources Department.

The full amount of your life insurance will be continued during any period for which you are eligible to receive Long Term Disability benefits. If you become totally and permanently disabled, your Long Term Disability benefits will continue until your normal retirement date, at which time your life insurance will be reduced to the same amount of insurance as is provided for employees who retire at the normal date, as explained in (a) below.

When you retire in accordance with the provision of the Company's pension plan, your life insurance will be as follows:

- (a) Normal Retirement - the amount of your life insurance will be reduced to \$7,500 as of your date of normal retirement.
- (b) Disability Retirement (before age 65) - the amount of your life insurance will be reduced to \$7,500 as of the date of disability retirement.
- (c) Special Early Retirement (before age 65) - If you have attained age 60 and have 30 or more years of credited service under the terms of the John Labatt Limited Retirement Plan, the amount of your life insurance will be reduced to \$7,500 as of your date of early retirement. Otherwise your life insurance will cease as of your date of termination of service with the Company.
- (d) 85-Point Retirement (before age 65) - if you have attained the minimum age of 55, and your combined age and years of credited service total 85 points or more under the terms of the John Labatt Limited Retirement Plan, the amount of your life insurance will be reduced to \$7,500. Otherwise, your life insurance will cease as of your date of termination of service with the Company.
- (e) Other Early Retirement (before age 65) - if you have attained the minimum age of 55 years with two years of credited service under the terms of the John Labatt Limited Retirement Plan, the amount of your life insurance will be reduced to \$7,500. Otherwise, your life insurance will cease as of your date of early retirement or termination of service with the Company.

You may obtain an individual life insurance policy up to the amount of life insurance which is cancelled when you retire or terminate service.

Insurance is available under this conversion privilege even though you are unable to pass a medical examination, but the premium rate will be based on your attained age at the date of conversion. Application for individual insurance must be made to the insurance company within 31 days of the date your group insurance is cancelled and during this 31 day period your group life insurance; is considered as in effect without charge. Your other insurance coverages cannot be converted to individual policies.

#### **4. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

The amount of your Accidental Death and Dismemberment (AD&D) insurance is shown in the Schedule of Insured Benefits. If within 365 days of and as the result of an accident, you suffer any of the losses listed below, payment will be made as indicated.

<u><b>% Payable</b></u>	<u><b>For Loss Of:</b></u>
200%	Quadriplegia, Paraplegia, Hemiplegia
100%	Life, Both Hands, Both Feet, Sight of Both Eyes, One Hand and One Foot,

	One Hand or One Foot and Sight of One Eye, Use of Both Hands or Both Feet, Speech and Hearing in Both Ears.
75%	One Arm or One Leg, Use of One Arm or One Leg.
66 2/3%	One Hand, One Foot, Sight of one Eye, Speech, Hearing in both Ears.
33 1/3%	Thumb and Index finger, Four fingers on One Hand.
25%	Three Fingers on One Hand, Hearing In One Ear, All Toes Of One Foot.
16 2/3%	Thumb and One Finger of One Hand, Two Fingers of One Hand.

Your AD&D Insurance includes coverage for injury sustained while riding as a passenger in, or on boarding or alighting from, or being struck by a licensed aircraft. Benefits are not payable for any loss caused by suicide or self-destruction, war or service in the armed forces of any country, or injury arising out of or in the course of any occupation or employment for wage or profit.

In the event of your death, the AD&D insurance benefit will be paid to the beneficiary you have named. This benefit is payable in addition to your life insurance. All other benefits under the AD&D insurance are payable to the insured person.

Your AD&D insurance will be cancelled as of the date you retire or terminate service with the Company.

## **5. WEEKLY INDEMNITY BENEFIT**

If you become totally disabled and are prevented from working due to a non-occupational accident or a sickness not covered by Worker's Compensation, you will receive Weekly Indemnity benefits provided you are under the care of a licensed physician.

If disability commences during a period of layoff, you will be eligible for Weekly Indemnity benefits from the date you are recalled to work only if you have 10 or more years of seniority and you are recalled within a period of two weeks from the date of layoff and you are totally disabled on that date.

The amount of your Weekly Indemnity benefit is 70% of your basic weekly earnings rate as of the date disability commences. When a general change in wage rates takes effect under the terms of the Labor agreement, the amount of your Weekly Indemnity benefit from the effective date of such change will be 70% of the basic weekly earnings rate to which you would be entitled if you were at work. The benefit payment is based on a 7 day week. For each day of absence for which a benefit is payable, you will

receive one-seventh of the weekly benefit. Benefits are payable from the first day of absence of disability due to accident, or from the fourth day of disability due to illness.

Payments continue as long as you are disabled, up to a maximum of 26 weeks for each period of disability. (Refer to Long Term Disability insurance for benefits payable if disability continues for more than 26 weeks.)

A disability resulting from the same cause as a previous disability will be treated as a continuation of the disability unless you have completely recovered and have been back at work for at least 14 days.

Your Weekly Indemnity insurance will be cancelled as of the date you retire or terminate service with the Company and your Weekly Indemnity benefits will cease as of that date.

## **6. LONG TERM DISABILITY BENEFIT**

Long Term Disability (LTD) benefits become payable only after you have received Weekly Indemnity benefits for the maximum period, or when you have received Worker's Compensation payments for a continuous period of 26 weeks. Your LTD benefit will be payable at the end of each month at 66 2/3% of your basic monthly earnings rate as of the date your LTD benefit commences. For example, if your hourly earnings rate in the 26th week after you become disabled is \$26.45 per hour:

- (a) Your Weekly earnings rate is  $40 \times \$26.45 = \$1,058.00$
- (b) Equivalent monthly earnings rate is  $(\$1,058 \times 52 \text{ weeks}) \text{ divided by } 12 = \$4,584.66$
- (c) Monthly LTD benefit is  $66 \frac{2}{3}\% \text{ of } \$4,584.66 = \$3,056.13$

Your LTD benefit payments will be reduced by any disability payments you are eligible to receive from Worker's Compensation, the Canada Pension Plan, or other government source.

In order to qualify for LTD benefits, you must be under the continuing care of a licensed physician, and during the first 2 years of LTD benefits, be unable to perform the duties of your normal occupation or any other job available in the bargaining unit; thereafter you must be unable to engage in any gainful occupation for any employer for which you are reasonably qualified by training, education or experience. If you are again disabled due to the same or a related cause, your absence will be treated as a continuation of disability under the LTD benefit unless you have been back at work for at least six (6) months.

Payment of benefits will require submission of such appropriate medical evidence as may be requested by the insurer from time to time. You will be entitled to benefits during the continuation of disability as defined above except that in no event will benefits be paid beyond your normal retirement date. If you should elect to retire early, LTD benefits will cease as of your date of early retirement. No benefits will be payable for absences due to disabilities caused by self-inflicted injuries while sane or insane, insurrection, war, service in the armed forces of any country, or participation in a riot, or during disabilities resulting from working for another employer.

If you engage in rehabilitative employment, your LTD benefits will continue for up to 24 months but will be reduced by 75% of what you earn from rehabilitative employment. For example, if you are receiving a monthly LTD benefit of \$3,056.13 and you earn \$800 in rehabilitative employment:

Monthly LTD Benefit	\$3,056.13
Subtract 75% of \$800	600.00
LTD benefit during rehabilitation	2456.13
Earnings from rehabilitative employment	800.00
Monthly income during rehabilitation	\$3,256.13

Provided your employment with the Company has not been terminated, while you are in receipt of LTD benefits you will continue to be covered for all other group insurance benefits.

Your LTD insurance will be cancelled as of the date you retire or terminate service with the company.

NOTE: You may not receive wages or other allowances such as Holiday pay, vacation pay, weekly indemnity, long term disability, Worker's Compensation or similar benefits from more than once source for the same day or part day.

## **7. SUPPLEMENTARY HOSPITAL BENEFITS**

Your provincial hospital plan provides basic benefits for you and your family but generally limits benefits for room charges to the amount payable for ward accommodation. Insured benefits under the Company's plan for you and your covered dependents supplement the provincial plan benefit and provide payment for room charges up to semiprivate accommodation in a licensed hospital. If you or your dependents are confined on the recommendation of a medical practitioner because of bodily injury, sickness or disease, benefits will be paid as follows:

- (a) Semiprivate Accommodation - if you or your dependents are Confined in a semiprivate room, the plan provides for payment of an amount equal to the difference between the normal daily room and board charges made by the hospital for semiprivate accommodation and the daily room and board charges made by the hospital for standard ward care;

In addition, the plan provides for payment of the cost of out-patient care, provided such coverage is not available under any provincial health insurance plan.

The plan provides for payment for the cost of licensed professional ambulance service for transportation to and from the nearest hospital as recommended by the attending physician in case of bodily injury, sickness or disease. Maternity benefits are payable under the insured plan only for female employees and dependent spouses whose coverage has been in effect for at least nine months.



Your supplementary hospital insurance will be cancelled as of the date you terminate service with the company.

However, when your insurance is cancelled:

- (a) If you are totally disabled, benefits will be extended for up to one year for expenses incurred during the continuation of that disability;
- (b) If one of your dependents is in hospital, benefits will be extended for a maximum of one year while the dependent remains in hospital;
- (c) In the case of pregnancy which began while insurance was in force, coverage will be extended up to the date of childbirth or termination of pregnancy.

## **8. PRESCRIPTION DRUG BENEFIT**

The prescription drug benefit provides for reimbursement as of a coinsurance percentage (%) indicated in section 1 of all eligible generic drug expenses unless generic is non-existent. These expenses are part of the major medical lifetime maximum. Expenses allowed under the prescription drug benefit are all drugs, sera, medicines and injectable requiring a written prescription by a physician or dentist. Diagnostic, experimental and research drugs are not eligible expenses. Your medical and prescription drug benefits will be cancelled on the date on which you terminate service with the Company. However, the following extended benefits are provided:

- (a) If you are totally disabled when your insurance is cancelled, benefits will be extended for up to one year provided such expenses are incurred during the continuance of that disability.
- (b) If one of your dependents is in hospital when your insurance is cancelled, benefits will be extended for a maximum of one year provided the dependent remains in hospital.
- (c) If a female employee or dependent spouse is pregnant, she will be entitled to benefits up to the date of childbirth or termination of pregnancy as if the insurance were still in force.

## **9. MAJOR MEDICAL EXPENSE BENEFIT**

Basic medical benefits are provided for you and your family under the Provincial Medical Plan in your province of residence. The Major Medical benefit under the company's Group Insurance Plan provides benefits for certain expenses not covered by the basic medical and hospital plans.

Expenses allowed under the Major Medical Expense Benefit are listed below. Benefits are payable only if the services are ordered by a physician and if provincial legislation does not prohibit insurance of any such expense.

The plan provides for 80% reimbursement of allowable expenses up to a lifetime maximum of \$300,000 per person including prescription drug benefits. However, chiropractic and psychological coverage will be reimbursed at 80% of allowable expenses. The plan does provide 80% reimbursement of physiotherapy up to an annual maximum of \$1500 per person.

- Private duty nursing by registered graduate nurses or members of the Victorian Order of Nurses, who are not members of your family and are not normally resident in your home. The maximum eligible expense is \$5000 in any period of 3 consecutive years.
- Charges for treatment by a licensed or registered physiotherapist if not related to you by blood or marriage.
- Oxygen and its administration.
- Charges for artificial limbs, eyes or other prosthetic appliances, charges for artificial limbs, eyes or other prosthetic appliances, crutches, splints, casts, braces and trusses when required as a result of bodily injury occurring or disease commencing while insured under the plan. Replacement charges are applicable only in cases of pathologic change. Maximum charges for maintenance are \$50.00 in any 12 consecutive month period.
- Charges for orthopedic shoes and shoe modification supplies (maximum charge \$50.00 in any 12 consecutive month period).
- Charges for rental of wheelchair, respirator/ventilator, hospital bed or other durable equipment for therapeutic use, or at the insurer's option the purchase cost of such equipment. (Lifetime maximum of \$5000 for each insured person).
- Charges for emergency transportation by air, rail or water to the nearest hospital able to provide the required care, including return expenses, if certified by the attending physician as medically necessary. (Maximum benefit is \$500.00 per person during any 12 consecutive month period).
- Charges for blood and blood plasma.
- Charges for the services of a duly licensed dental practitioner for necessary dental treatment, required as the result of an accident when natural teeth have been damaged, including the provision of up to one set of artificial teeth provided that all such treatment is rendered within six (6) months from the date of the accident.
- Diagnostic X-ray or laboratory tests, excluding any such tests –Diagnostic X-ray or laboratory tests, excluding any such tests performed while the insured is confined to hospital as an in-patient.
- Charges for X-ray therapy, radium and radioactive isotope therapy.
- Charges for hearing aids not exceeding \$500.00 in any 3 consecutive year period. The aid or aids must be purchased subsequent to the date of a written recommendation by a physician certified as an otolaryngologist.
- Charges for eye refractions by a person legally qualified to perform such services, limited to one every 24 consecutive months, or every 12 consecutive months if the insured is under 18 years of age. Excluded under this benefit are vision analysis or complete eye examination, charges for orthotic procedures or vision training, refractions required by an employer as a condition of employment or which the employer is required to provide by virtue of a labor agreement, or those required by a government body.
- Charges for frames, lenses and contact lenses, not exceeding \$250.00 for each person during a 24 consecutive month period, or 12 consecutive month period if the person is under 18.
- Charges for contact lenses when prescribed by an ophthalmologist for conditions such as: keratoconus, severe corneal scarring or aphasia, provided vision cannot be improved by spectacle lenses. (Maximum \$250.00 in any 24 consecutive month period, or 12 consecutive month period if under 18).

- Reasonable and customary charges for services Registered Psychologists, Registered Chiropractor, Massage Therapy and Naturopath to \$80 per visit to a combined maximum of \$1,000 per year, for the group of practitioners above.
- Laser Surgery once in a lifetime for employees only with an optometrist's recommendation. Maximum reimbursement is \$1,000 as a lifetime maximum.

The following are excluded from the Vision Care benefit:

- Duplicate or spare eye glasses or any lenses not necessitated by a change in prescription.
- Safety goggles, sun glasses (plain or prescription) and tinted Glasses with a density other than number one or two.
- Anti-reflective coatings.
- Replacement cost of lost, stolen or broken lenses or frames.
- Charges for ostomy equipment including appliances, irrigating sets and bags but not including deodorants, pads, adhesives, skin creams or other supplies.
- Diabetic supplies such as syringes, needles and testing supplies, but not including alcohol swabs, cotton balls, etc.

#### LIFETIME MAXIMUM

A major medical cap of \$300,000 per person per lifetime maximum has been introduced.

If you retire after January 1, 2012 you are eligible for retiree benefits if you are at least age 55 with 10 or more years of service.

- There is a \$20,000 per person lifetime maximum with a provision for an annual maximum reimbursement of \$1000 to be introduced after the lifetime maximum is reached.
- Coverage for physiotherapy at 100% reimbursement
- Hearing aid not to exceed \$500 in any 3 consecutive year period
- Charges for frames, lenses and contact lenses, not exceeding \$150 per person during a 24 consecutive month period, or 12 consecutive month period if under 18
- Use of generic drugs unless generic is non-existent
- Semi-private hospital coverage at 100% reimbursement

Effective January 1, 2012 new hires are not eligible for post-retirement health and life insurance coverage. Clarification: this clause does not include temporary and casual employees working at Oland Brewery before December 31, 2011.

Effective December 15, 2025, retirees will cease to be eligible to post-retirement health and life insurance coverage when reaching 65 years of age.

#### TRAVEL HEALTH BENEFITS FOR OUT OF PROVINCE

- Charges for services which occur as a result of unforeseen illness or accidental injury while the insured is traveling outside the province of residence. Some charges may be considered eligible expenses if the insured is referred by a physician for services

- Outside the province because such services are not available within the province of residence. Such charges are not eligible if services are obtained outside the province of residence solely at the election of the insured. The maximum charge allowed will be \$10,000 per person for any one period of illness or injury.
- Hospital in-patient charges not covered by Government Hospital Insurance for care in a licensed hospital up to the private room rate at the usual and customary fee of the hospital.
- Hospital out-patient charges for services not covered under Government Hospital Insurance for out-patient care in a licensed hospital at the usual and customary fee of the hospital.
- Physician's services charges in excess of allowances provided under Government Medical Insurance at the usual and customary fee of the area where the service is rendered.
- Nursing service charges to a maximum of \$2000 per period of illness or injury for services of a private duty nurse who is not related by blood or marriage, if the services are provided in a hospital or temporary residence, when medically necessary and ordered by the attending physician.
- Transportation and ancillary expenses:
  - (a) extra cost to a maximum of \$1000 for air transport from the place where injury or illness occurred to the home city in Canada, at the economy fare level of a commercial airline as result of:
    - Charges in excess of booked or prearranged charter fare as a result of change in the planned schedule.
    - Additional fare to accommodate transportation by stretcher.
    - Fare including return of Registered Nurse or other qualified person accompanying patient when ordered by physician.
  - (b) Cost of transport (Maximum \$500.00) for a member of the immediate family (spouse, parent, child) to attend at the side of the insured following critical injury or illness necessitating hospitalization.
  - (c) Additional board and lodging or similar expense (Maximum \$500.00) incurred by the insured or companion remaining with the insured when related to a period of hospitalization, or up to 10 days following hospitalization.
  - (d) If the insured during travel by automobile becomes totally disabled and unable to drive, an allowance (Maximum \$200.00) will be made towards the actual cost incurred by a commercial agency for the return of private or rented vehicle to the insured's place of residence or rental agency.
  - (e) In the event of loss of life, costs to a maximum of \$1000 for transportation of the deceased insured to the home city in Canada.

The following items are excluded for coverage:

- Charges for dental treatment or supplies except as outlined above.
- Expenses or costs in respect of changes of domicile regardless of whether change is temporary or permanent or related to health requirements.

- Mileage, time involved by a medical practitioner in travelling or telephone advice. Your Major Medical Insurance will be cancelled as of the date you terminate service with the Company.

However, when your insurance is cancelled:

If you are totally disabled benefits will be extended for up to one year, provided such expenses are incurred during the continuation of that disability;

If one of your dependents is in hospital, benefits will be extended for a maximum of one year provided the dependent remains in hospital;

If a female employee or dependent spouse is pregnant, she will be entitled to benefits up to the date of childbirth or termination of pregnancy as if the insurance were still in force.

## **10. DENTAL CARE BENEFITS**

### Dental Care Benefit

Dental Care benefits are provided for you and your eligible dependents subject to the limitations and exclusions described below.

Eligible services are all reasonable and customary dental services which are recommended as necessary and performed by a qualified dentist or physician and for which treatment Plan has been submitted to and approved by the insurer before the services are rendered. The filing of a Treatment Plan is not required if the total cost of the proposed work is less than \$500.00 or if treatment is rendered in emergency conditions. Eligible dental services are classified under three major categories:

- 1) Basic Services - examination and cleaning of teeth (once in any six month period and once in any 9 month starting January 1, 2018), extractions, fillings and other necessary treatment for the relief of dental pain.
- 2) Restorative Services - crowns and inlays, bridge work, dentures, root canal therapy (endodontics), and the treatment of tissues and bones supporting the teeth (periodontics).
- 3) Orthodontia - proper fitting of natural teeth and prevention or correction of irregularities of the teeth.

### How to Claim for Dental Care Benefit

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 ninety (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 on this form, or any bills supporting your claim, must show the patient's name, dates and nature of the treatment and the charge. If the total cost associated with proposed dental work is \$500.00 or more, a Treatment Plan must be submitted to the insurer as explained in the Dental Care Benefit explanation above. You should have your dentist complete a claim form setting out details as to the proposed treatment and cost.

Give this form to your Human Resources or Health Services Department to forward for review by the insurance company. You will then be advised as to the charges, or portion

thereof, which the insurer considers eligible for benefits. Upon completion of the dental treatment you again submit a claim to receive payment of the approved benefits.

Failure to see your dentist promptly or to submit your claim together with the dentist's report or other itemized statements within the above time limits will result in the rejection of your claim.

Dental care benefits are provided for you and your eligible dependents subject to the limitations and exclusions described below:

Eligible expenses are all reasonable and customary dental services which are recommended as necessary and performed by a qualified dentist or physician, and for which a Treatment Plan has been submitted to and approved by the insurer before the services are rendered. The filing of a Treatment Plan is not required if the total cost of the proposed work is less than \$500 or if treatment is rendered in emergency conditions. Eligible dental services are classified under three major categories;

- 1) Basic Services - examination and cleaning of teeth (once in any six month period and once in any 9 month starting January 1, 2018), extractions, fillings and other necessary treatment for the relief of dental pain.
- 2) Restorative Services - crowns and inlays, bridge work, dentures, root canal therapy (endodontics), and the treatment of tissues and bones supporting the teeth (periodontics).
- 3) Orthodontia - proper fitting of natural teeth and prevention or correction of irregularities of the teeth.

You will be reimbursed for 100% of the cost of eligible Basic Services incurred by you or your eligible dependents until Dec 31, 2014 and 90% from Jan 01, 2015 to Dec 31 2017 and 80% from Jan 01, 2018 to Dec 31, 2025, up to a maximum benefit for each insured person of \$850 in a calendar year. You will also be reimbursed for 50% of the cost of Restorative Services and 50% of the cost of Orthodontia to a life-time maximum benefit of \$8,000 (\$7500 from January 1, 2014; \$7000 from January 1, 2015; \$6500 from January 1, 2016; \$6000 from January 1, 2017) for each insured person for Restorative Services and Orthodontia combined. An annual reinstatement of up to \$700 will be provided at the beginning of each calendar year, if required, to restore the lifetime maximum to the level of \$8,000 (\$7500 from January 1, 2014; \$7000 from January 1, 2015; \$6500 from January 1, 2016; \$6000 from January 1, 2017). At no time will the maximum exceed the original amount. Benefits will be paid on the basis of the lesser of the actual fee charged or the amount stated in the current dental Association Schedule of Fees in the province in which you reside. If optional procedures are possible, benefits will be payable in accordance with the procedure involving the smallest fee.

Expenses incurred for the replacement of dentures are eligible for benefits, except if the replacement is for a denture for which benefits were payable under this plan. Benefits for the replacement will be payable only if at least 3 years have elapsed since the placement or replacement for which benefits were paid.

In addition, benefits are payable for rebasing, relining or repairing of dentures. Benefits will not be paid for the replacement of dentures which have been lost, misplaced or stolen.

Dental care benefits are not payable for any service eligible for payment from another source such as provincial health insurance plans, Worker's Compensation or other Government Agencies, 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.

Your dental care insurance will be cancelled as of the date you retire or terminate service and claims will not be accepted for any service performed after the date on which your insurance is cancelled.

## **11. 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 Human Resources or Medical Department. When you have completed the employee's portion of the claim form, you should have your physician or dentist complete his section. Then give the completed form to your Human Resources or Medical Department.

In order to qualify for payment of benefits, claims must be submitted within the time limit set out below:

- (a) Weekly Indemnity Benefit - Claim must be filed within 90 days of commencement of disability. In case of illness, benefits will be paid as previously described only if you see a licensed physician no later than the fourth day of disability and remain under the doctor's care until you are able to return to work. If you do not see a doctor by the fourth day, your benefits will be payable only from the day on which you first visit a doctor. In case of accident, you must see the doctor no later than the day following the accident in order to qualify for benefits from the first day; otherwise benefits will be payable as if the disability is due to illness. Diagnosis and prescription by telephone only does not constitute a "visit" for this purpose.
- (b) Long Term Disability Benefit - Claims must be filed within 6 months following the date from which LTD benefits become payable but the earlier the better in order to avoid any delay in commencement of your LTD benefits.
- (c) Supplementary Hospital Benefit - You will be issued a Manulife Membership Certificate. Present this certificate to the member hospital of your choice. Manulife will make payment directly to the hospital.
- (d) Prescription Drug Benefit - Health Care Coverage to provide coverage as per percentage (%) in section 1 for prescription drugs on a reimbursement basis. Employees with claims exceeding three hundred (\$300) dollars a month will be handled on an expedited basis effective January 1, 2007.
- (e) Major Medical Expense Benefit - Claims must be filed no later than the end of the calendar year following the year in which the expense was incurred, except that, when your insurance is cancelled for any reason, proof of claim must be submitted within 90 days of the termination of your insurance. Itemized bills and statements should be submitted showing the patient's name, dates of

service and expenses. It is suggested that such claims not be submitted until the total bills exceed \$10.00.

- (f) Dental Care Benefit - Claim 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 on this form, or any bills supporting your claim, must show the patient's name, dates and nature of the treatment and the charge.

If the total cost associated with the proposed dental work is \$500 or more, a Treatment Plan must be submitted to the insurer as explained in Section 10. You should have your dentist complete a claim form setting out details as to the proposed treatment and cost and give this to your Medical or Human Resources Department to forward for review by the insurance company. You will then be advised as to the charges, or portion thereof, which the insurer considers eligible for benefits. Upon completion of the dental treatment, you again submit a claim to receive payment of the approved benefits.

Failure to see your doctor promptly or to submit your claim together with the doctor's or dentist's report or other itemized statements within the above time limits, will result in the rejection of your claim.

The major medical benefits for which you are covered after retirement will be continued to your spouse on your death.

Please see your Human Resources Department for any further information.